

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is made by and between plaintiff Melissa Devin Magness (“Plaintiff”), for herself and the Settlement Class (as defined below), on the one hand, and Bank of America, N.A. (“BOA”), for itself, Walled Lake Credit Bureau, LLC (“WLCB”), for itself and the Released Parties (as defined below) on the other hand. Class Counsel (as defined below), Plaintiff and the Defendants hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all claims of Plaintiff and the Settlement Class Members (as defined below) in the action entitled *Magness v. Walled Lake Credit Bureau, LLC et al.*, U.S.D.C. Eastern District of Pennsylvania Case No. 12-cv-06586-LDD (the “Action”), shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

WHEREAS, this case was originally filed in the United States District Court for the Eastern District of Pennsylvania, and is styled *Magness v. Walled Lake Credit Bureau, LLC et al.*, No. 12-cv-06586-LDD;

WHEREAS, the Complaint in the Action alleges that Defendants mailed Borrower Response Packages (“BRP’s”) to individuals whose mortgages were serviced by BOA that, *inter alia*, contained language that: (i) indicated that both BOA and WLCB were debt collectors; (ii) incorrectly asserted Plaintiff had missed two mortgage payments; (iii) indicated that the BRP was both an attempt to collect a debt and to obtain a more affordable payment for the recipient; (iv) indicated that foreclosure proceedings could be initiated against the recipient; and (v) indicated that adverse or negative information about the recipient could be reported to credit reporting agencies;

WHEREAS, the Complaint alleges the statements contained in the BRP were false and/or misleading, resulting in violations of the: (i) Fair Debt Collection Practices Act (hereinafter “FDCPA”), 15 U.S.C. §§ 1692 *et seq.* and (ii) the Unfair Trade Practices and Consumer Protection Law (hereinafter “UTPCPL”), 73 Pa.C.S. §§ 201.1 *et seq.*

WHEREAS, the Complaint seeks money damages, attorneys’ fees and other relief under federal and state consumer protection laws;

WHEREAS, the Defendants have denied and continue to deny each and all of the claims and allegations alleged in the Complaint;

WHEREAS, the parties engaged in substantial motion practice before the Court, including a motion to dismiss, motion for reconsideration, motion for summary judgment, and motion to amend;

WHEREAS, in deciding Defendants’ summary judgment motion, the Court dismissed Plaintiff’s UTPCPL claim, but determined that a trier of fact must determine whether Defendants violated the FDCPA;

WHEREAS, Plaintiff and the Defendants have concluded that it is desirable for the Action to be settled to avoid further inconvenience, delay, and expense and to forgo potentially burdensome and protracted litigation and to put to rest all the claims that have been asserted by the Plaintiff on behalf of the Settlement Class Members alleged in the Complaint;

WHEREAS, Plaintiff, on behalf of herself and the Settlement Class Members, believes that the claims asserted in the Complaint are meritorious. Plaintiff also recognizes, however, that the outcome of this Action is uncertain and that pursuing this litigation through trial involves substantial costs, risks, and inevitable delay in bringing relief to the Class;

WHEREAS, based on their evaluation of the facts and law, as well as analysis of discovery provided by Defendants, including deposition testimony of corporate designees, and a weighing of the risks and benefits, which include among other things, the requirements necessary to prove the elements of the claims raised in the Complaint, along with the expense and length of continued litigation necessary to prosecute the Action against the Defendants through trial and any potential appeals therefrom, and the substantial benefits the Settlement confers upon the Settlement Class, Plaintiff and Class Counsel have determined that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class;

WHEREAS, the Settlement resulted from months of arms-lengths negotiations by counsel experienced in class action litigation, including a full day mediation before the Honorable Jane Cutler Greenspan (Ret.), numerous conference calls between counsel and follow-up calls with the mediator; and

WHEREAS, in consideration of the foregoing and other good and valuable consideration, it is stipulated and agreed by and between Plaintiff, Class Counsel, Defendants and Defendants' Counsel that the claims of Plaintiff and the Settlement Class Members are hereby compromised and settled, subject to the approval of the Court and upon the following terms and conditions.

II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the Class Representative (for herself and the Settlement Class Members) and BOA and WLCB, with the assistance of their respective counsel and/or attorneys of record, that, as among the Settling Parties, including all Settlement Class Members, the claims of the Action shall be finally and fully compromised, settled, and released, and the Action shall be dismissed

with prejudice and on the merits, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

1. Definitions.

As used in all parts of this Stipulation, the following terms have the meanings specified below:

1.1. “Action” means *Magness v. Walled Lake Credit Bureau, LLC et al.*, Case No. 12-cv-06586-LDD, currently pending in the United States District Court for the Eastern District of Pennsylvania.

1.2. “Administrative Costs” means the amount to be paid to the Claims Administrator and any and all other costs in connection with consummating the terms of this Stipulation. Administrative Costs shall be deducted from the Settlement Fund. Specifically excluded from Administrative Costs are any costs that qualify as or are associated with Defendants’ Administrative Costs.

1.3. “Allocation” means the form and methodology for distribution of the Net Settlement Amount to the Class, which shall be developed as provided in Sections 2.2.1 – 2.2.3 of this Stipulation.

1.4. “BRP” means the Borrower Response Package prepared and mailed by Defendants to the Settlement Class in the form attached hereto as Exhibit A.

1.5. “Claims Administrator” means the third-party claims administration firm of Garden City Group, or another administrator mutually agreed to by the Parties.

1.6. “Claim Form” means the Form as approved by both the Parties and the Court that shall be included with the Notice and that a Class Member must submit in order to become an eligible Participating Class Member and recover a payment pursuant to Section 2.2.

1.7. “Class” shall mean the “Settlement Class.”

1.8. “Class Counsel” means the law firms of Connolly Wells & Gray, LLP and Kalikhman & Rayz, LLC.

1.9. “Class Notice” or “Notice” means all types of notice that will be provided to the Settlement Class, pursuant to Section 2.4 of this Agreement, including any additional notice that might be ordered by the Court.

1.10. “Class Period” means the period from March 22, 2012 through November 19, 2012.

1.11. “Class Representative” or “Plaintiff” means Melissa Devin Magness, the named plaintiff in the Action.

1.12. “Complaint” refers to the First Amended Class Action Complaint filed by Plaintiff Mellissa Devin Magness in the United States District Court for the Eastern District of Pennsylvania on or about January 18, 2013.

1.13. “Court” means the United States District Court for the Eastern District of Pennsylvania.

1.14. “Covered Accounts” mean the list of approximately 31,000 accounts in the Commonwealth of Pennsylvania that BOA has identified in available records as having been sent the BRP. The full list of accounts shall be sent by BOA to the Claims Administrator only. Covered Accounts are only those accounts which BOA’s records reflect were sent the BRP at any time from March 22, 2012 to November 19, 2012. Only accounts which BOA’s records indicate were sent a BRP and included in the list of accounts sent to the Claims Administrator shall be “Covered Accounts.” For purposes of this Agreement, the “form” of BRP means consisting of the same language, except for information that is inserted and is borrower-specific (i.e., name, address, loan number, outstanding balance, monthly payments, etc.).

1.15. “Cy Pres Distribution” means monies that may be distributed in connection with the Settlement, pursuant to Section 2.8 of this Agreement.

1.16. “Defendants” means Bank of America, N.A. and Walled Lake Credit Bureau, LLC.

1.17. Defendants’ Administrative Costs shall mean the costs of all Notices initially mailed to prospective Settlement Class Members as set forth in Section 2.5 and its

subsections, which shall be borne solely by BOA and WLCB and not from the Settlement Fund.

1.18. “Defendants’ Counsel” or “Defense Counsel” shall mean the law firms of Reed Smith, LLP (Bank of America) and Ballard Spahr LLP (Walled Lake Credit Bureau).

1.19. “Effective Date” means the date on which the Judgment becomes a Final Judgment.

1.20. “Enhancement” means an amount of \$5,000 approved by the Court to be paid to the Class Representative, in addition to Plaintiff’s Individual Settlement, in recognition of her efforts in coming forward as the Class Representative, sitting for a deposition, attending a full day mediation and/or otherwise benefiting the Class.“

1.21. “FDCPA” means the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

1.22. “FDCPA PA Equivalent” means any statute or regulation of the Commonwealth of Pennsylvania, which has the purpose or effect of regulating debt collection practices subject to the FDCPA, including but not limited to Pennsylvania’s Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

1.23. “Final Approval Hearing” means the hearing set by the Court to take place at the Court’s convenience, but at least fourteen (14) days after the Notice Response Deadline, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; (iii) determining Class Counsel’s attorneys’ fees; (iv) approving the payment of Enhancements to the Class Representative; and (v) entering Judgment.

1.24. “Final Approval Order” or “Final Approval” means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit B.

1.25. “Final Judgment” means the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal

from the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of attorneys' fees, attorneys' costs, and/or Administrative Costs shall not in any way delay or preclude the Judgment from becoming a Final Judgment.

1.26. "Judgment" means the judgment to be rendered by the Court pursuant to this Stipulation.

1.27. "Last Known Address" or "Last Known Addresses" means the most recently recorded mailing address for a Class Member as such information was contained in Defendants' database containing personnel information.

1.28. "Net Settlement Fund" means the Settlement Fund, less the award of Attorneys' Fees and Costs Enhancement Award, and Administrative Costs as awarded by the Court, plus any interest accrued by the Settlement Fund.

1.29. The "Notice Mailing Deadline" shall be the date on which the Claims Administrator mails the Class Notice to the Class Members, to occur within ten (10) business days after the Preliminary Approval Order.

1.30. The "Notice Response Deadline" shall be the date Sixty (60) days after the Claims Administrator mails the Class Notice to the Class Members.

1.31. "Opt Out" or "Opt Outs" means written and signed requests by Class Members to be excluded from the Settlement Class, which are to be submitted in the manner and within the time set forth in the Class Notice.

1.32. "Parties" or "Settling Parties" means Plaintiff and BOA and WLCB.

1.33. "Participating Class Member" means each member of the Settlement Class who properly and timely submits a Claim Form in response to the Class Notice. However, only one Settlement Class Member may be designated a "Participating Class Member" per each Covered Account.

1.34. "Plaintiff's Individual Settlement" shall mean the sum of \$15,000.00, and shall constitute full relief for any and all actual damages suffered by Plaintiff and recoverable

under the FDCPA. Plaintiff's Individual Settlement is part of the Settlement Amount, but shall not be paid from the Settlement Fund. The parties stipulate and agree that receipt by Plaintiff of the Plaintiff's Individual Settlement shall not impact or impede her ability to qualify as a Settlement Class Member.

1.35. "Preliminary Approval Date" or "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

1.36. "Preliminary Approval Order" means an order to be executed and filed by the Court approving the terms contained in this Stipulation and certifying a class and collective action for settlement purposes only as provided in Section 2.1. The parties will submit a draft order, entitled "Order Granting Preliminary Approval of Class Action Settlement," substantially in the form attached hereto as Exhibit C, for the Court's review and approval.

1.37. "Released Claim" or "Released Claims" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, based on violation of the FDCPA, FDCPA PA Equivalents, or any other state, federal, or local law, statute, regulation or common law, that were alleged (or that could have been alleged) in the Action with respect to the BRP. This release shall only extend to those individuals listed as having a Covered Account and submitted to the Claims Administrator, who do not otherwise exclude themselves per the terms of this Agreement. Specifically excluded from this release are any claims, that were alleged or could have been alleged in the Action, arising under the Telephone Consumer Protection Act ("TCPA").

1.38. "Released Parties" means BOA, WLCB, Dialogue Marketing, Inc., Urban Settlement Services, LLC (DBA Urban Lending Solutions) and all companies to which they are related by ownership or as a holding company, together with all of their respective members, owners, shareholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies) and subsidiaries of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above. WLCB represents and warrants that Urban Settlement Services, LLC (DBA Urban Lending Solutions) is a related entity to WLCB and that Dialogue Marketing is a vendor to WLCB and placed calls to the class members at its direction.

1.39. "Releases" means all of the releases contained in Section 1.37 of this Agreement.

1.40. "Releasing Parties" means Plaintiff and each and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any authorized users of their accounts, as set forth in Section 2.8 of this Agreement.

1.41. "Settlement" or "Stipulation" means this agreement, *i.e.*, the Stipulation and Settlement Agreement together with all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval. It is understood and agreed that Defendants obligations for payment under this Stipulation are conditioned on, *inter alia*, the occurrence of the Effective Date.

1.42. "Settlement Amount" shall mean the total amount that Defendants shall pay under the terms of this Stipulation, which is the gross sum of Five Hundred and Sixty Five Thousand Dollars and No Cents (\$565,000.00), in addition to the sum paid for Defendants' Administrative Costs. Collectively, the Settlement Amount shall consist of the Plaintiff's

Individual Settlement (\$15,000.00), the Settlement Fund (\$550,000.00), and Defendants' Administrative Costs.

1.43. "Settlement Fund" shall mean the fund established to pay the Administrative Costs, payments to Participating Class Members, Plaintiff's Enhancement, and attorneys' fees and costs, but does not include Plaintiff's Individual Settlement and the Defendants' Administrative Costs which shall be paid directly by Defendants, and borne solely by them. The Settlement Fund shall be an amount equal to Five Hundred Fifty Thousand Dollars (\$550,000).

1.44. "Settlement Class" means the borrowers associated with a Covered Account. The identity of the Settlement Class members is set forth in individuals listed as having a Covered Account and submitted to the Claims Administrator, who do not otherwise exclude themselves per the terms of this Agreement. Regardless of the number of borrowers associated with a Covered Account, there may only be one Participating Class Member per Covered Account. Excluded from the Settlement Class are all persons who validly request exclusion from the Settlement Class.

1.45. "Settlement Class Member" or "Member of the Settlement Class" means any person who is a member of the Settlement Class and does not exclude themselves from the Settlement.

2. The Settlement

2.1. Certification of a Class Action for Settlement Purposes Only, and Dismissal of the Litigation.

2.1.1. Solely for the purposes of settlement, providing Class Notice and implementing this Agreement, the Parties agree to certification pursuant to Fed. R. Civ. P. 23(b)(3) of the Settlement Class in the Action for settlement purposes only. If the Settlement is not finalized or finally approved by the Court for any reason whatsoever, the certification of the Settlement Class is voidable by any Party, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used

by Plaintiff, any person in the proposed Settlement Class, BOA, WLCB or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding.

2.1.2. If for any reason the Court does not approve this Stipulation, fails to enter the Order of Final Approval, or fails to enter the Judgment, or if this Stipulation is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class certification and any collective action on any grounds whatsoever.

2.1.3. The Settling Parties stipulate to the dismissal with prejudice of the Litigation and of all claims asserted therein with prejudice, as a condition of the settlement.

2.2. *Consideration to Settlement Class Members.*

2.2.1. Defendants, themselves or through the Claims Administrator, and according to the terms, conditions, and procedures set forth in Section 2.7 of this Stipulation, shall pay each Participating Class Member according to the Allocation formula. The Allocation formula must be approved by Court, and shall be provided to Defendants' counsel and the Claims Administrator. Under no circumstances may the Allocation violate any terms of this Stipulation. The Allocation formula will take into account such factors as: (a) the total number of Settlement Class Member's; (b) the total number of Participating Class Members and (c) the statutory cap on damages pursuant to the FDCPA.

2.2.2. Although the parties agree to submit a more fulsome Allocation formula to the Court for its consideration, it is the Parties' intention that: (i) there shall only be one Participating Class Member for each covered account; (ii) each Participating Class Member shall receive the same amount, to the extent practicable; and (iii) the Net Settlement Fund shall be divided equally amongst Participating Class Members, to the extent practicable.

2.2.3. The exact amount to be received by each Participating Class Member cannot be determined until the final number of Participating Class Members has been identified. The Parties agree that no Participating Class Member shall receive more than the maximum statutory damages of \$1,000 ("Maximum Individual Recovery"). To the extent that (i) Participating Class Members each receive the Maximum Individual Recovery and (ii) all fees,

costs and expenses payable from the Settlement Fund have been paid, any residual amount of the Settlement Fund shall be paid to the Cy Pres. The Parties stipulate and agree that in return for Plaintiff's Enhancement, Plaintiff is precluded from receiving any further statutory damages per the Allocation Formula as a Participating Class Member.

2.2.4. For the purposes of developing the Allocation formula, the Parties agree that Defendants will reasonably cooperate with Class Counsel to provide the Claims Administrator with requested, relevant information regarding class membership, and Defendants agree to continue to do so as needed. This exchange of information (and any future exchanges of information) shall in no way alter the Settlement Amount. Any data, documents, testimony or other information obtained pursuant to this Section 2.2.2 (and all copies thereof) shall not be used for any purpose other than to effectuate the terms of this Stipulation and if the Court fails to enter the Order of Final Approval, such information will be treated as a confidential settlement communication under Federal Rules of Evidence 408 and any other analogous rules of evidence that are applicable, will be inadmissible for all purposes, and will be returned to Defendants.

2.2.5. As further detailed in Section 2.3.1, and for each payment made pursuant to Sections 2.2, 2.7, and 2.9 of this Section II, the Claims Administrator will report each payment to state and federal government authorities, including the Internal Revenue Service, as required by law.

2.3. Taxes

2.3.1. All payments to Class Representative and Participating Class Members shall be reported in the year of payment as non-wage income a Form 1099 issued by the Claims Administrator and such other state or local tax reporting forms as may be required by law. Class Representative and Participating Class Members agree to indemnify and hold harmless Defendants for any taxes due or owing by the Class Representative and Participating Class Members on such payments. Class Representative and Participating Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Stipulation. Defendants and Class Counsel make no representations, and it is understood and

agreed that Defendants and Class Counsel have made no representations, as to the taxability to any Participating Class Members of any portions of the settlement payments, the payment of any costs or an award of attorneys' fees, or any payments to the Class Representative. The Class Notice will advise each Class Member to seek his or her own personal tax advice prior to acting in response to that notice, and Defendants, the Class Representative, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

2.4. *Court Approval of Notice to the Class and a Settlement Hearing.*

2.4.1. The Class Representative and Defendants, through their counsel of record in the Litigation, shall file this Stipulation with the Court and the Class Representative shall move for preliminary approval of this Stipulation. Via this submission, and a supporting motion, the Class Representative, through her counsel of record, will request that the Court enter the Preliminary Approval Order approving the terms of this Stipulation, certify a class action for settlement purposes only as provided in Section 2.1, approve the Allocation of settlement funds, enter the Notice and Allocation Order, and schedule the Final Settlement Approval and Fairness Hearing for the purposes of determining the fairness of the settlement, granting final approval of the settlement, granting final approval of this Stipulation, and entering Judgment.

2.4.2. A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with modifications that the Parties determine in their reasonable and good faith judgment to be material, will be grounds for either party to terminate the settlement and the terms of this Stipulation within twenty-one (21) days of receipt of the Court's decision.

2.4.3. If any deadlines related to this Settlement cannot be met, Class Counsel and counsel for Defendants shall confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Stipulation. In the event that the Settling Parties fail to reach such agreement, any of the Settling Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Stipulation, provided that such a request to the

Court may seek only reasonable modifications of the dates and deadlines contained in this Stipulation and no other changes.

2.4.4. If the Court enters the Preliminary Approval Order, then at the resulting Final Approval Hearing, the Class Representative and Defendants, through their counsel of record, shall address any timely written objections from Class Members or any concerns from Class Members who attend the hearing, as well as any concerns of the Court, if any, and shall and hereby do, unless provided otherwise in this Stipulation, stipulate to final approval of this Stipulation and entry of the Judgment by the Court.

2.5. *Notice to Class Members.*

2.5.1. If, by entering the Preliminary Approval Order, the Court provides authorization to send the Class Notice, Defendants will facilitate the mailing of the Class Notice to all Class Members at their Last Known Addresses. This Class Notice shall be mailed via first class mail through the United States Postal Service, postage pre-paid.

2.5.2. This Class Notice and its envelope or covering shall be marked to denote the return address of the Claims Administrator.

2.5.3. Defendants shall prepare the name and Last Known Address for each Class Member for the Claims Administrator so that the Claims Administrator can engage in the processing and mailing of each Class Notice.

2.5.4. Prior to mailing the Class Notice to each Class Member, the Claims Administrator shall undertake a National Change of Address search (“NCOA search”) to ascertain the current accuracy of the Last Known Address of each Class Member. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Stipulation and for subsequent mailings in particular. Defendants shall bear the costs associated with this NCOA search.

2.5.5. Unless the parties agree otherwise in writing or the Court so orders, each of the Notices shall be mailed to the Last Known Addresses of the Class Members no later than the Notice Mailing Deadline.

2.5.6. Nothing in this Stipulation is intended to limit Class Counsel from responding to inquiries from Class Members, or to limit the Claims Administrator from referring such inquiries to Class Counsel.

2.5.7. Unless the Claims Administrator receives a Class Notice returned from the United States Postal Service for reasons discussed below in this Section, that Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five days (5) days after mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the deadline for a response, that Notice is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall mail the Notice to that address, the Notice will be deemed mailed as of that date, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Class Notice, and at least fourteen (14) days prior to the Notice Response Deadline, that Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question. If such an address is ascertained, the Claims Administrator will re-send the Class Notice within fourteen (14) days of receiving such information; if no Updated Address is obtained for that Class Member, the Class Notice shall be sent again to the Last Known Address. In either event, the Class Notice shall be deemed received once it is mailed for the second time, and the Class Member shall have up to and including ten (10) days after the Notice Response Deadline to file a Claim, or to opt out. Defendants shall bear the costs associated with any re-mailing.

2.6. *Responses to the Class Notice; Motion for Final Approval.*

2.6.1. Class Members may elect to "opt out" of the Settlement Class and thus exclude themselves from the Settlement, and the Settlement Class. Class Members who wish to exercise this option must send a letter by mail to the Claims Administrator that (a) is signed by the Class Member; (b) includes their full name, address and phone number; and (c) includes the following

statement: “I/we request to be excluded from the settlement in the Magness action.” No request for exclusion will be valid unless all of the information described above is included. If a fully completed and properly executed Opt Out is not received by the Claims Administrator from a Class Member and postmarked on or before the Notice Response Deadline, then that Class Member will be deemed to have forever waived his or her right to opt out of the Settlement Class. Class Members who do not timely submit fully completed Opt Outs shall be deemed Members of the Settlement Class. Class Members who do timely submit fully completed and properly executed Opt Outs shall have no further role in the Action or Settlement, and for all purposes shall be regarded as if they never were either a party to this Action or a Class Member, and thus they shall not be entitled to any benefit as a result of the Action, this Settlement, or this Stipulation, nor will they have released any claims against Defendants.

2.6.2. Class Members who do not opt out of the Settlement Class pursuant to Section 2.6.1 may object to the Stipulation by submitting written objections to the Court and mailing copies of their written objection so they are received by Class Counsel, counsel for Defendants, and the Claims Administrator and are postmarked no later than the Notice Response Deadline. The Class Notice shall advise Class Members of this option. The Claims Administrator shall immediately provide copies of any such objections to counsel of record.

2.6.3. Class Members who do not opt out of the Settlement Class pursuant to Section 2.6.1 may elect to become Participating Class Members. Class Members who wish to exercise this option and certify their entitlement to payment under the settlement must fully and timely complete, execute, and mail, per the instructions therein, the form entitled “Claim Form” attached to the Class Notice as (Form 1-A). There may, however, only be one Participating Class Member per Covered Account. If the Claims Administrator receives more than one Claim Form for a Covered Account, the Claims Administrator will issue a check to the first listed person on the Covered Account. If a completed and properly executed Claim Form is not received by the Claims Administrator from a Class Member and postmarked on or before the Notice Response Deadline, then that Class Member will be deemed to have forever waived his or her right to be a Participating Class Member and receive payment under this Settlement.

However, as long as they do not properly submit Opt Outs, Class Members shall be deemed Members of the Settlement Class and shall be subject to the Judgment even if they do not submit a Claim Form in a timely and proper fashion. Only Participating Class Members who's completed and properly executed Claim Forms are filed with the Court, and only one Participating Class Member per Covered Account, shall be entitled to payment pursuant to the Settlement and this Stipulation. The Parties stipulate and agree that Plaintiff, who is a Settlement Class Member, shall not receive a Claim Form or otherwise be considered a Participating Class Member.

2.6.4. Class Members who opt out and who also submit a Claim and Consent to Join Form shall be sent a cure letter by the Claims Administrator seeking clarification of whether they intend to opt out of the settlement and the Settlement Class or become a Participating Claimant. Absent a response to the contrary, such Class Members will be deemed to have opted out of the Settlement Class pursuant to Section 2.6.1. If the Claims Administrator receives one or more Claim Form and one or more Opt Outs for the same Covered Account, the Claims Administrator will send the individuals in the Covered Account a cure letter seeking clarification of whether they intend to opt out of the settlement and the Settlement Class or become a Participating Claimant. Absent a response to the contrary, all such Class Members for that Covered Account will be deemed to have opted out of the Settlement Class pursuant to Section 2.6.1.

2.6.5. Prior to the Final Approval Hearing, and consistent with the rules imposed by the Court, the Class Representative and Defendants shall jointly move the Court for entry of the Order of Final Approval and the associated entry of Judgment. The Settling Parties shall make all reasonable efforts to secure entry of the Order of Final Approval and the associated entry of Judgment. If the Court rejects the Stipulation, fails to enter the Order of Final Approval, or fails to enter the Judgment, this Stipulation shall be void *ab initio*, and Defendants shall have no obligations to make any payments under the Stipulation, except for Defendants' Administrative Costs and Administrative Costs already incurred by the Claims Administrator.

2.7. *Timing of Payment to Participating Class Members and Notice of Final Approval to Settlement Class Members.*

2.7.1. Within twenty (20) days of and only after the Effective Date, the Claims Administrator shall mail to each Participating Class Member at his or her Last Known Address, or Updated Address if obtained, his or her individual payment pursuant to Section 2.2 and in accordance with the terms of Section 2.2.1, 2.2.2 and 2.2.3 from an account administered by the Claims Administrator but funded by Defendants.

2.7.2. Checks issued to Participating Class Members pursuant to this Agreement shall remain negotiable for a period of one hundred eighty (180) days from the date of mailing. In the event that any settlement checks are returned to the Claims Administrator as non-delivered, the Claims Administrator will, on a weekly basis, provide Class Counsel with the name of the Class Member. Claims Administrator shall use their best efforts to obtain updated contact information, and will forward that information to the Class Counsel and Defendants' Counsel. If updated information is located, the Claims Administrator will reissue and/or mail the settlement check to the Class Member's updated address within one week, and the reissued check shall become void if not negotiated within sixty (60) days. Participating Class Members who fail to negotiate their check(s) in a timely fashion shall remain subject to the terms of the Stipulation and Judgment. Nothing herein shall be construed to prevent the Claims Administrator or Class Counsel (through the Claims Administrator) from contacting Class Members to inform them of the expiration of the settlement payment checks.

2.7.3. Following the mailing of the payments to Participating Class Members discussed in Section 2.7.1, the Claims Administrator shall provide counsel for the parties with a written confirmation of this mailing.

2.8. *Releases and Cy Pres Distribution.*

2.8.1. Upon the Effective Date, the Class Representative and each of the Settlement Class Members, including all Participating Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed

with prejudice, relinquished, and discharged all Released Claims as defined in Section 1.37 herein.

2.8.2. If any settlement checks have not been cashed by the end of the time periods set forth in Section 2.7.2 above, those remaining amounts will be part of the Cy Pres Distribution, as agreed upon by the Parties and approved by Court order.

2.8.3. If there are any unused amounts in the Settlement Fund, after paying the maximum amount to each Participating Class Member, Attorneys' Fees and Costs, Plaintiff's Individual Settlement and Enhancement Award, such amounts will be part of the Cy Pres Distribution.

2.9. *Payment of Costs and Attorneys' Fees Class Representative's Individual Settlement and Enhancement Award.*

2.9.1. Not more than five (5) days after the Effective Date, and only if the Effective Date occurs, and subject to Court approval, Defendants (through the Claims Administrator) will pay Class Counsel, as a portion of the Settlement Amount, attorneys' fees and costs in an amount determined by the Court. Payments made per this Section shall constitute full satisfaction of any claim for fees or costs, and the Class Representative and Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees or costs under any theory. The Class Representative and Class Counsel agree that they shall be responsible for justifying the amount of this cost and fee payment to the Court, and they agree to submit, as appropriate, the necessary materials to justify this payment as a separate filing at the same time the Settling Parties' submit their joint motion for final approval of the Stipulation pursuant to Section 2.6.5. Such submission may include any and all fees and expenses incurred by any firm or counsel of record. Should Defendants object to Class Counsel's fee request, Class Counsel may seek to have defense counsel's fees and expenses submitted to the Court and Defendants shall be permitted to object to Class Counsel's attempt to submit same. Class Counsel agrees to indemnify and hold harmless Defendants Releases and Defendants' counsel for any attorneys' fees, costs, damages, additional payments, or other monetary amounts associated with, or arising from, any claims

asserted by other counsel of record in the Litigation for attorneys' fees, costs, or other monetary amounts, should such a dispute arise.

2.9.2. Not more than five (5) days after the Effective Date, and only if the Effective Date occurs and provided that Class Counsel has provided Defendants with the pertinent taxpayer identification number(s) in a Form W-9 on or before the Effective Date, Defendants shall pay to Plaintiff Melissa Devin Magness the Plaintiff's Individual Settlement in full satisfaction of those claims. Not more than five (5) days after the Effective Date, and only if the Effective Date occurs, the Claims Administrator shall make payment of Plaintiff's Enhancement. As set forth in Section 1.43, Plaintiff's Enhancement shall be paid to Plaintiff from the Settlement Fund. Payment of Plaintiff's Individual Settlement and Plaintiff's Enhancement shall be made c/o Kalikhman & Rayz, LLC.

2.9.3. In the event that the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for the Enhancement payment for the Class Representative, only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of this Section and full payment hereunder. Any remaining or unawarded portion of the requested fee, cost, and/or Enhancement awards shall remain as part of the settlement fund to be reallocated to the Settlement Class and shall not revert to the Defendants.

2.9.4. If the Effective Date occurs, the Claims Administrator shall wire Class Counsel Kalikhman & Rayz the total payment amount set forth in Section 2.9.1 or otherwise awarded by the Court, provided, however, that Class Counsel provides the Claims Administrator with the pertinent taxpayer identification number(s) in a Form W-9 on or before the Effective Date. Other than any reporting of this fee payment as required by this Stipulation or law, which Defendants shall make, Class Counsel and the Class Representative, shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment that they have received pursuant to this Section. Class Counsel agrees to indemnify and hold harmless Defendants for any taxes due or owing by them on such payments for

Plaintiff's Costs and Attorneys' Fees and for any required reporting under federal, state, and/or local law.

2.9.5. Defendants shall have no responsibility for, and no liability whatsoever with respect to, the apportionment among the Class Representative, Class Counsel, and/or any other person who may assert some claim thereto, of any award or payment issued or made in the Action or pursuant to this Stipulation, including, but not limited to, any award or payment made pursuant to Section 2.9.1 or 2.9.2.

2.9.6. If the Effective Date does not occur, neither the Class Representative nor Class Counsel shall have any responsibility or obligation for the payment of costs incurred in the Litigation and its settlement by the Claims Administrator, including the cost of mailing the Notice and any publication.

2.9.7. Neither the Class Representative, Class Counsel, nor any Settlement Class Member shall have any responsibility or liability for any of Defendants' fees or costs associated or incurred as a result of this Action or the settlement thereof.

2.10. *Claims Administrator.*

2.10.1. Defendants shall be solely responsible for Defendants' Administrative Costs. All other fees and expenses incurred by the Claims Administrator shall be deducted from the Settlement Fund, as awarded by the Court. The Class Representative and Class Counsel shall have no responsibility for any fees or expenses incurred by the Claims Administrator, Defendants, or Defense Counsel.

2.10.2. In the event that either Defendants or Class Counsel take the position that the Claims Administrator is not acting in accordance with the terms of the Stipulation, such party shall meet and confer with opposing counsel prior to raising any such issue with the Claims Administrator or the Court.

2.11. *Termination of Settlement*

2.11.1. In the event that the Stipulation is not approved in its entirety by the Court, excluding modifications that the Parties determine in their reasonable and good faith judgment to not be material modifications, or in the event that the settlement set forth in the

Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by Defendants to anyone in accordance with the terms of this Stipulation, and the Settling Parties will each bear their own costs and fees with regard to the efforts to obtain Court approval. In such event, this Stipulation (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections I and in Section 2.12.4 and 2.12.5 and those provisions relating to the return of documents and discovery set forth in 2.13.1 and 2.13.2 shall be deemed null and void, its terms and provisions shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendants to Class Counsel, or reducing the amount of any entitlement paid to the Class Representative, shall constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any other provision of the Judgment.

2.11.2. Defendants shall have the absolute discretionary right to terminate this Settlement Agreement and Stipulation in the event that any of the following conditions occur:

2.11.2.1. If, at the conclusion of Notice Response Deadline, more than two percent (2%) of the total number of Settlement Class Members has opted-out of the Settlement, the Defendants shall have, in their sole and absolute discretion, the option to terminate this Agreement within ten (10) calendar days after the Notice Response Deadline.

2.11.2.2. In the event that the Stipulation is construed in such a fashion that would require Defendants to pay more than the Settlement Amount.

2.11.2.3. In the event that the Court does not certify, for settlement purposes only, a class action consistent with Section 2.1, or otherwise makes an order materially inconsistent with any of the terms of this Stipulation.

2.11.2.4. In the event that any court, prior to the Court's Order of Final Approval, whether on a conditional basis or not, certifies a class action that involves any claim included in the Released Claims, as that terms is defined in Section 1.37 herein.

2.11.2.5. In the event that any pending litigation or other litigation that is filed prior to the Court's Order of Final Approval in any way prevents any of the claims covered by this settlement and Stipulation, including without limitation the Released Claims from being extinguished.

2.11.3. To the extent Defendants choose to exercise the option established in Section 2.11.2 and its subsections, it must do so through written notice to Class Counsel prior to the Order of Final Approval and within 21 days of Defendants learning of the occurrence of the operative condition.

2.11.4. In the event that the settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, notwithstanding any of the provisions of this Section 2.11 and all its subsections, the Action may proceed without prejudice as if this Settlement had not been entered. Furthermore, in any such event, if the class action described in Section 2.1 has already been certified for settlement purposes, the Parties will jointly move, as soon as practicable, to decertify the class that was certified as part of this Stipulation.

2.12. *Miscellaneous Provisions.*

2.12.1. The only Class Members, other than the Class Representative, entitled to any payment under this Stipulation and the associated Judgment are Participating Class Members, and they shall be entitled to their individual payments pursuant to Section 2.2 only. This Stipulation and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be required.

2.12.2. Defendants' sole obligations to Class Counsel and the Claims Administrator are set forth in this Stipulation. Class Counsel and the Claims Administrator shall hold Defendants harmless for an award of fees or costs beyond those made in accordance with

the Stipulation and shall not seek to recover any fees or costs awarded in excess of the terms in this Stipulation.

2.12.3. The Settling Parties (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class action lawsuit that alleges any of the Released Claims.

2.12.4. The Stipulation compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or any potential defense. The Settling Parties agree that the amounts paid in connection with this Stipulation and the other terms of the settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

2.12.5. Defendants deny any liability or wrongdoing of any kind associated with the alleged claims asserted in the Action and make no concessions or admissions of liability of any sort. Defendants have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Action. Nothing herein shall constitute an admission by Defendants of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein shall constitute an admission by Defendants that the Action is properly brought on a class or representative basis, or that a class may be certified in the Actions, other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Stipulation, and any and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants, the validity of any Released Claims, or of the truth of any allegations in the Action; (ii) are not and shall not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative proceeding in any

court, arbitration forum, administrative agency or other tribunal; and, (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of this Action or similar claims for class certification. Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under the laws of the Commonwealth of Pennsylvania and of any other states, neither this Stipulation nor any related documents filed or created in connection with this Stipulation shall be admissible as evidence of liability or damages in any proceeding and that the use of this document in any proceeding shall be limited to enforcement of its terms.

2.12.6. All of the exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

2.12.7. The Stipulation may be amended or modified only by a written instrument signed by authorized representatives of all Settling Parties or their respective successors-in-interest.

2.12.8. The Stipulation constitutes the entire agreement among the Settling Parties hereto regarding the subject matter discussed herein, and no representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

2.12.9. Class Counsel, on behalf of the Class Members, represent that, after consultation with and approval by the Class Representative, they are expressly authorized by the Class Representative to take all appropriate action required or permitted to be taken by the Class Representative pursuant to the Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class Members which they deem appropriate. Similarly, Defendants' counsel represent that they are expressly authorized to take all appropriate action required or permitted to be taken by Defendants pursuant to the Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of Defendants which they deem appropriate.

2.12.10. Each counsel or other person executing the Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such person has the full authority to do so.

2.12.11. The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

2.12.12. Whenever this Stipulation requires or contemplates that one party, the Court or the Claims Administrator shall or may give notice to another, notice shall be provided by facsimile and/or next-day (excluding Sundays and Court holidays) express delivery service as follows:

(i) If to Defendants, then to both:

Andrew J. Soven
Reed Smith LLP
Three Logan Square 1717 Arch St.
Suite 3100
Philadelphia, PA 19103
Phone: 215-851-8288
Fax: 215-851-1420
Attorney for Bank of America, N.A.

Martin C. Bryce, Jr.
Ballard Spahr LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103
Phone: 215-864-8238
Fax: 215-864-9511
Attorney for Walled Lake Credit Bureau,
LLC

(ii) If to Class Representative, then to both:

Arkady Eric Rayz
Kalikhman & Rayz, LLC
1051 County Line Road
Suite A
Huntingdon Valley, PA 19006
Phone: (215) 364-5030
Fax: (215) 364-5029

Gerald D. Wells, III
Connolly Wells & Gray, LLP
2200 Renaissance Blvd.,
Suite 308
King Of Prussia, PA 19406
Phone: (610) 822-3700
Fax: (610) 822-3800

2.12.13. The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but this Stipulation is not designed to and does not create any third party beneficiaries, either express or implied.

2.12.14. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction

of the Court for purposes of implementing and enforcing the settlement embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

2.12.15. The Parties agree and understand that there shall be no injunctive relief included as part of any Court Order as to them.

2.12.16. The Stipulation and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the substantive laws of the Commonwealth of Pennsylvania.

2.12.17. The language of all parts of this Stipulation shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are contractual and are the product of arms-length negotiations between the Parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Stipulation.

2.13. Return or Destruction of All Documents and Other Discovery.

2.13.1. No discovery materials shall be offered for sale or distributed to any person or entity by any Class Representative or Class Counsel. All originals or reproductions of any discovery materials obtained by the Class Counsel and Defendants shall within thirty days (30) of the Effective Date be returned to the producing Party or destroyed. If destroyed, the party destroying said material shall notify the producing party of said destruction in writing.

2.13.2. This provision and the provisions of Section 2.13.1 are not intended to cover work product produced by Class Counsel even if said work product contains material otherwise covered by Section 2.13.1.

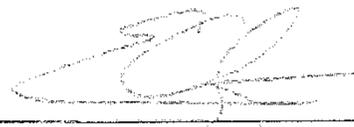
IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Executed this ____ day of September, 2014 by:



MELISSA DEVIN MAGNESS

Executed this 25th day of September, 2014 by:


_____ for Bank of America, N.A.

Print Name: Edward Cheekian

Title: AVP, Operations Team Manager

Executed this _____ day of September, 2014 by:

_____ Walled Lake Credit Bureau, LLC

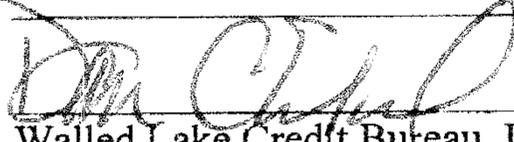
Print Name: _____

Title: _____

Executed this _____ day of September, 2014 by: _____
for Bank of America, N.A.

Print Name: _____

Title: _____

Executed this 27 day of September, 2014 by: 
Walled Lake Credit Bureau, LLC

Print Name: Dan Chitwood

Title: President

EXHIBIT “A”

MELISSA DEVIN MAGNESS

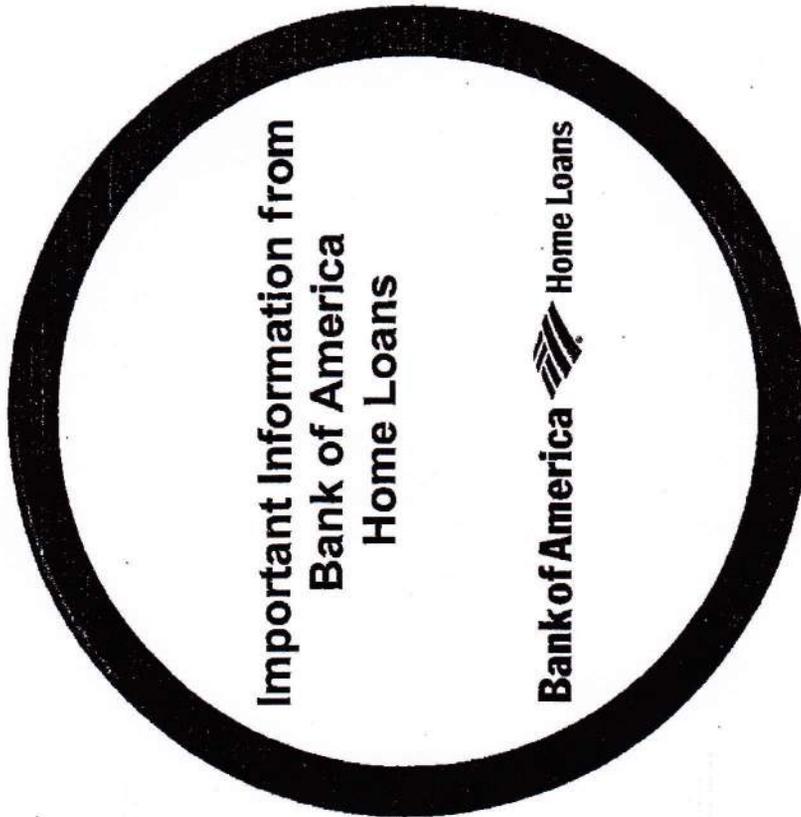
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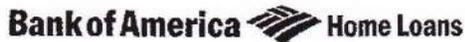
MELISSA DEVIN MAGNESS

[REDACTED]



Important Information from
Bank of America
Home Loans

 Bank of America Home Loans



For help with your mortgage, respond by October 5, 2012

MELISSA DEVIN MAGNESS

September 5, 2012



Loan Number: [REDACTED]

Dear MELISSA DEVIN MAGNESS:

We have not received your last two regularly scheduled payments and are concerned that you may be having difficulty making your mortgage payment. We want to make sure you are aware of the solutions that may be available to help you. It is important that you take action on this issue quickly, allowing your payments to become past due will put you at risk of losing your home to foreclosure.

We strongly encourage you to apply for assistance to avoid foreclosure. Bank of America offers different programs to help keep you in your home including the Home Affordable Modification Program (HAMP), available to qualifying borrowers. If you must leave your home, we also have other options to help you avoid foreclosure such as a short sale or deed-in-lieu of foreclosure.

Please act quickly before your options become limited. Send us your Borrower Response Package with the requested financial information in the enclosed Homeowner Checklist by October 5, 2012. We have included a pre-paid envelope for your convenience. If we do not receive your Borrower Response Package by October 5, 2012, we will continue normal activities for collecting past due loan payments up to and including referring your mortgage to foreclosure.

It is important that you return your Borrower Response Package as soon as possible to take advantage of the greatest number of foreclosure alternatives that may be available to you.

We want to help you avoid foreclosure, so please consider this opportunity.

Home Loan Team
Bank of America, N.A.

P.S. We encourage you to call us if you are not interested in pursuing any of these foreclosure alternatives. We may be able to limit future calls to collect on your account.

Enclosures: (1) Frequently Asked Questions (2) Homeowner Checklist (3) Important Notice to Help You Avoid Foreclosure (4) Uniform Borrower Assistance Form (5) IRS Form 4506-T (6) Non-Borrower Credit Authorization Form (7) Important Disclosures (8) Pre-paid return envelope

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt. Please read the enclosed Frequently Asked Questions for more information.

In order to expedite your review for loan assistance, Bank of America, N.A. is working with a third party company, Walled Lake Credit Bureau, LLC. Federal law requires that we communicate to you that Bank of America, N.A. is a debt collector and also that Walled Lake Credit Bureau, LLC is a licensed debt collector. However, the purpose of the communication is to let you know about your potential eligibility for a loan assistance program that may help you bring or keep your loan current through more affordable payments. Please see the enclosed insert for important disclosures from Walled Lake Credit Bureau, LLC.

1. Read the instructions on the Homeowner Checklist
2. Review the enclosed:
 - Frequently Asked Questions and
 - Important Notice to Help You Avoid Foreclosure Scams
 - Information on Avoiding Foreclosure
3. Submit your required Borrower Response Package including:
 - Uniform Borrower Assistance Form
 - IRS Form 4506-T
 - Income and Hardship documentation (described on Uniform Borrower Assistance Form)

Helpful Resources

Learn more online at:
bankofamerica.com/homeloanhelp
or freddie.mac.com/avoidforeclosure

If you have questions or need help with your Borrower Response Package, please call:

1.888.204.1532

Mon. - Fri. 9 a.m. - 9 p.m. ET
Sat. 9 a.m. - 4 p.m. ET

Mortgages funded and administered by an Equal Housing Lender



Protect your personal information before recycling this document

Frequently Asked Questions

Q. Why did I receive this package?

You received this package because we have not received one or more of your monthly mortgage payments or because you have indicated that you have a hardship that may prevent you from making one or more of your monthly payments in the future. We want to ensure you are aware of the options that may be available to help you avoid foreclosure. Please send us the requested documents (i.e., your Borrower Response Package) so that we can work with you to identify options that may be available to you to resolve any temporary or long-term financial challenges you face in making your mortgage payments.

Q. Where can I find more information on avoiding foreclosure?

Please see the Information on Avoiding Foreclosure attachment in this package for more information, or you can contact Bank of America, N.A. at 1.888.204.1532. Additional foreclosure avoidance information is provided by Bank of America, N.A. at bankofamerica.com/homeloanhelp or Freddie Mac at freddiemac.com/avoidforeclosure.

Q. Will I be evaluated for the Home Affordable Modification Program (HAMP) when I submit my completed documentation with my Borrower Response Package?

Yes, as appropriate. If you are not eligible for a refinance, reinstatement, repayment or forbearance plan based on the information you provide, we will evaluate you for participation in the Home Affordable Modification Program (HAMP). If you are not eligible for HAMP, we will evaluate you for all remaining foreclosure alternatives.

Q. Will it cost money to get help?

You should never pay a fee to obtain assistance or information about foreclosure avoidance options. However, foreclosure avoidance has become a means for scam artists to target borrowers. Be cautious of companies or individuals offering to help you for a fee, and never send a mortgage payment to any company other than Bank of America, N.A. or one designated to receive your payments under a state assistance program.

Q. What happens once I have sent the Borrower Response Package to you?

Within approximately three days of receipt of your Borrower Response Package, we will mail you an acknowledgement confirming the receipt of your initial documentation. At that time, we will also begin our review to determine whether or not we have received all of the required documentation to complete our evaluation. This documentation review takes approximately five days. Following our review of your package, we will send a letter that either confirms we have all documentation to continue the evaluation or that identifies missing documents that you need to provide. When we have confirmed receipt of all documents to complete your Borrower Response Package (and if the package was received within the timeframe requested), we will continue the evaluation process, which takes approximately 30 days.

Following our evaluation, we will let you know in writing which foreclosure alternatives, if any, are available to you and will inform you of your next steps to accept our offer. However, if your loan has been scheduled for a foreclosure sale and you submit your complete Borrower Response Package less than 37 days prior to the scheduled foreclosure sale date, we will work to process your request promptly, but you may not receive a notice of incompleteness or a decision on your request prior to foreclosure sale. It is important that you submit your Borrower Response Package as soon as possible.

Q. Will the foreclosure process begin if I do not respond to this letter?

Yes. Unless your loan is current or paid off, it is subject to foreclosure activity. If you have missed multiple monthly payments or there is reason to believe the property is vacant or abandoned, we may refer your mortgage to foreclosure regardless of whether you are being considered for a modification or other types of foreclosure alternatives.

Q. What happens if I have waited too long and my property has been referred to an attorney for foreclosure or what if my property is scheduled for a foreclosure sale in the future?

If you submit a complete Borrower Response Package less than 37 calendar days before a scheduled foreclosure sale, we will attempt to review your loan for a foreclosure alternative, but there is no guarantee we can stop the foreclosure sale. Even if we are able to approve your loan for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale. Also, if we receive your package less than 15 days before a scheduled foreclosure sale date, we are not obligated to review your package or request a postponement of the sale.

Q. Will my property be sold at a foreclosure sale if I accept a foreclosure alternative?

No, as long as you comply with all requirements of the foreclosure alternative.

Q. Will my credit score be affected by my late payments or being in default?

If your loan is 30 days or more past due, your credit score may be affected. The delinquency status of your loan will be reported to credit reporting agencies as well as your entry into a Repayment Plan, Forbearance Plan, or loan modification Trial Period Plan in accordance with the Fair Credit Reporting Act.

Q. Will my credit score be affected if I accept a foreclosure avoidance option?

While the affect on your credit will depend on your individual credit history, credit scoring companies generally would consider entering into a plan with reduced payments as increasing your credit risk. As a result, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.

Q. What if I am unemployed?

If you are currently unemployed, you may be eligible for a temporary suspension of your monthly mortgage payments. Please call us to discuss available options.

Q. Is foreclosure avoidance counseling available?

Yes, U.S. Department of Housing and Urban Development (HUD) approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/foi/> to find a counselor near you.

Q. How will a modification of my loan affect the mortgage insurance on my loan?

Mortgage Insurance (MI) is typically required on loans where the original loan amount is greater than 80% of the original value of the property. MI coverage protects lenders and investors against a financial loss when borrowers default.

If you did not already have MI on your loan prior to the modification, you will not be required to obtain it as a result of the modification. If you currently have MI, and the modified principal balance changes as a result of the modification, your MI premiums may change as well. Furthermore, the date on which you may request cancellation of the MI may change. For loans on single family primary residences, federal law allows you to request that MI be canceled on either:

- The date the principal balance on your loan is scheduled to reach 80% of the original value of the property; or
- The date the principal balance is reduced to 80% of the original value of the property based on actual payments.

State law or investor guidelines may also allow for the cancellation of MI at different times or if your loan is secured by a 2- to 4-unit property. For more information about mortgage insurance please call us at 1.888.204.1532.

Q. What happens if I have a Borrowers Protection Plan on my loan?

If you qualify for a modification and you have a Borrowers Protection Plan with your mortgage, please contact us at 1.866.317.5116 to discuss whether you may be eligible for benefits, how your Plan may be impacted by a mortgage modification, and what additional options you may have.

Q. What happens if I have other optional products or credit insurance?

If you purchased an optional product after your loan closed, such as accidental death insurance or Privacy Assist, where you agreed to have the cost for the optional product added to your mortgage payment, please contact us at 1.800.641.5298 to discuss the choices you may have.

If you have credit insurance, please contact us at 1.800.288.7647 to discuss your credit insurance plan.

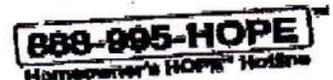
Q. What if I am in bankruptcy proceedings?

If you are represented by an attorney, we must speak with your attorney or have your attorney's permission to speak with you about loan assistance programs, so he or she must fax a letter to that effect (on the firm's letterhead) to us at 1.866.261.6472 before we discuss any details directly with you.

In addition, please consult with your attorney about how these programs could affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require bankruptcy court approval. If you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.

Q. Are there additional resources where I can find information about the Home Affordable Modification Program?

Call the Homeowner's HOPE™ Hotline at 1.888.995.HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.



IMPORTANT NOTICE TO HELP YOU AVOID FORECLOSURE SCAMS

Beware of foreclosure rescue scams. Help is free from your mortgage servicer, Bank of America, N.A.

- These programs are only available to you through Bank of America, N.A.
- There is never a fee to get assistance or information about the Home Affordable Modification Program from your mortgage servicer or a housing counselor approved by the U.S. Department of Housing and Urban Development (HUD). To find a HUD-approved counselor, visit hud.gov/offices/hsg/sfh/hcc/fo.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with Bank of America, N.A. to forgive your debt.
- Never make your mortgage payments to anyone other than Bank of America, N.A. without our approval.
- To report a scam, go to www.preventloanscams.org and fill out the Loan Modification Scam Prevention Network's (LMSPN) complaint form online and get more information on how to fight back. Note: you can also fill out this form and send to the fax number/e-mail/address (your choice!) on the back of the form.

The Loan Modification Scam Prevention Network is a national coalition of governmental and private organizations led by Fannie Mae, Freddie Mac, NeighborWorks America™ and the Lawyers' Committee for Civil Rights Under Law.

(Do not return this sheet with your Borrower Response Package)

Use this checklist to ensure you have completed all required forms and have the right information. Please note that each borrower on the loan must complete and return all of the required documents.

| | |
|---------------|---|
| Step 1 | <input type="checkbox"/> Review the information provided to help you understand your options, responsibilities, and next steps: <input type="checkbox"/> Avoiding Foreclosure <input type="checkbox"/> Frequently Asked Questions <input type="checkbox"/> Important Notice to Help You Avoid Foreclosure Scams |
| Step 2 | <input type="checkbox"/> Complete and sign the enclosed Uniform Borrower Assistance Form. Must be signed by all borrowers on the mortgage (notarization is not required) and must include: <input type="checkbox"/> All income, expenses, and assets for each borrower <input type="checkbox"/> An explanation of financial hardship that makes it difficult to pay the mortgage <input type="checkbox"/> Your acknowledgement and agreement that all information that you provide is true and accurate |
| Step 3 | <input type="checkbox"/> Complete and sign a dated copy of the enclosed IRS Form 4506-T. <input type="checkbox"/> For each borrower, please submit a signed, dated copy of IRS Form 4506-T (Request for Individual Tax Return Transcript) <input type="checkbox"/> Borrowers who filed their tax returns jointly may send in one IRS Form 4506-T signed and dated by both joint filers |
| Step 4 | <input type="checkbox"/> Provide required hardship documentation. This documentation will be used to verify your hardship. <input type="checkbox"/> Follow the instructions on the Uniform Borrower Assistance Form (enclosed). Provide a detailed, written explanation of your hardship on a separate sheet of paper and include with your Borrower Response Package. Note: On the form, check only those hardship reasons that apply to your situation. If you are experiencing a hardship not listed, please provide the details of your hardship in your written explanation and provide relevant documentation to support your explanation of the hardship. |
| Step 5 | <input type="checkbox"/> Provide required income documentation. This documentation will be used to verify your hardship and all of your income (including any alimony or child support that you choose to disclose and rely upon to qualify). <input type="checkbox"/> Follow the instructions on the Uniform Borrower Assistance Form (enclosed) <input type="checkbox"/> You may also disclose any income from a household member who is not on the promissory note (non-borrower), such as a relative, spouse, domestic partner, or fiancé who occupies the property as a primary residence. If you choose to disclose and rely upon this income to qualify, the required income documentation is the same as the income documentation required for a borrower. See page 2 of the Uniform Borrower Assistance Form for specific details on income documentation. <input type="checkbox"/> If non-borrower income is disclosed, IRS Form 4506-T and a Non-Borrower Credit Authorization Form (enclosed) must be completed and signed by each non-borrower. |
| Step 6 | <input type="checkbox"/> Send completed documents—your Borrower Response Package—no later than October 5, 2012. You must send in all required documentation listed in steps 2-4 above, and summarized below: <ul style="list-style-type: none"> • Uniform Borrower Assistance Form (attached) • Form 4506-T (attached) • Income documentation as outlined on page 2 of the Uniform Borrower Assistance Form (attached) • Hardship documentation as outlined on page 3 of the Uniform Borrower Assistance Form (attached) Please mail all requested documents to: Bank of America, N.A. 11802 Ridge Parkway, Suite 100 HRM HOME RETENTION, BROOMFIELD, CO 80021 |

IMPORTANT REMINDERS:

- If you cannot provide the documentation within the time frame provided, have other types of income not specified on page 2 of the Uniform Borrower Assistance Form, cannot locate some or all of the required documents, or have any questions, please call 1.888.204.1532.
- Keep a copy of all documents and proof of mailing/emailing for your records. Do not send original income or hardship documents. Copies are acceptable.

Information on Avoiding Foreclosure

(Do not return this sheet with your Borrower Response Package)

Mortgage Programs Are Available to Help

There are a variety of programs available to help you resolve your delinquency and keep your home. You may be eligible to refinance or modify your mortgage to make your payments and terms more manageable, for instance, lowering your monthly payment to make it more affordable. Or, if you have missed a few payments, you may qualify for a temporary (or permanent) solution to help you get your finances back on track. Depending on your circumstances, staying in your home may not be possible. However, a short sale or deed-in-lieu of foreclosure may be a better choice than foreclosure — see the table below for more information:

| OPTION | OVERVIEW | BENEFIT |
|------------------------------------|---|--|
| Refinance | Receive a new loan with lower interest rate or other favorable terms | Makes your payment or terms more affordable |
| Reinstatement | Pay the total amount you owe, in a lump sum payment and by a specific date. This may follow a forbearance plan as described below | Allows you to avoid foreclosure by bringing your mortgage current if you can show you have funds that will become available at a specific date in the future |
| Repayment Plan | Pay back your past-due payments together with your regular payments over an extended period of time | Allows you time to catch up on late payments without having to come up with a lump sum |
| Forbearance Plan | Make reduced mortgage payments or no mortgage payments for a specific period of time | Have time to improve your financial situation and get back on your feet |
| Modification | Receive modified terms of your mortgage to make it more affordable or manageable after successfully making the reduced payment during a "trial period" (i.e., completing a three [or four] month trial period plan) | Permanently modifies your mortgage so that your payments or terms are more manageable as a permanent solution to a long-term or permanent hardship |
| Short Sale | Sell your home and pay off a portion of your mortgage balance when you owe more on the home than it is worth | Allows you to transition out of your home without going through foreclosure. In some cases relocation assistance may be available |
| Deed-In-Lieu of Foreclosure | Transfer the ownership of your property to us | Allows you to transition out of your home without going through foreclosure. In some cases relocation assistance may be available. This is useful when there are no other liens on your property |

We Want to Help

Take action and gain peace of mind and control of your situation. Complete and return your Borrower Response Package to start the process of getting the help you need now.

| UNIFORM BORROWER ASSISTANCE FORM | | | | | |
|--|-----------|---|-----------|--|-----------|
| Monthly Household Income | | Monthly Household Expenses/Debt | | Household Assets (associated with the property and/or borrower(s)) | |
| Monthly Gross wages | \$ | First Mortgage Payment | \$ | Checking Account(s) | \$ |
| Overtime | \$ | Second Mortgage Payment | \$ | Checking Account(s) | \$ |
| Child Support / Alimony* | \$ | Homeowner's Insurance | \$ | Savings / Money Market | \$ |
| Non-taxable social security/SSDI | \$ | Property Taxes | \$ | CDs | \$ |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ | Credit Cards / Installment Loan (s) (total minimum payment per month) | \$ | Stocks/Bonds | \$ |
| Tips, commissions, bonus and self-employed income | \$ | Alimony, child support payments | \$ | Other Cash on Hand | \$ |
| Rents Received | \$ | Car lease payments | \$ | Other Real Estate (estimated value) | \$ |
| Unemployment Income | \$ | HOA/Condo Fees/Property Maintenance | \$ | Other _____ | \$ |
| Food Stamps/Welfare | \$ | Mortgage Payments on other properties | \$ | | \$ |
| Other _____ | \$ | Other _____ | \$ | | \$ |
| Total (Gross Income) | \$ | Total Debt/Expenses | \$ | Total Assets | \$ |

*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

| | | |
|--------------------|-------------------------|-------------|
| Lien Holder's Name | Balance / Interest Rate | Loan Number |
|--------------------|-------------------------|-------------|

Required Income Documentation

Do you earn a wage?
 For each borrower who is a salaried employee or hourly wage earner, include the most recent pay stub that reflects at least 30 days of year-to-date earnings for each borrower.

Are you self-employed?
 For each borrower who receives self-employed income, include a complete, signed individual federal income tax refund and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

Do you have any additional sources of income? Provide for each borrower as applicable:
"Other Earned Income" such as bonuses, commissions, housing allowance, tips or overtime:
 Reliable third-party documentation describing the amount and nature of the income (e.g., employment contract or printouts documenting tip income).
Social Security, disability or death benefits, pension, public assistance, or adoption assistance:
 Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and
 Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.
Rental Income:
 Copy of the most recent filed federal tax return with all schedules, including Schedule E--Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent reduced by the monthly debt service on the property, if applicable; or
 If rental income is not reported on Schedule E -- Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or cancelled rent checks demonstrating receipt of rent.
Investment income:
 Copies of the two most recent investment statements or bank statements supporting receipt of this income.
Alimony, child support, or separation maintenance payments as qualifying income:*
 Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and
 Copies of your two most recent bank statements or other third-party documents showing receipt of payment.
***Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.**



UNIFORM BORROWER ASSISTANCE FORM

HARDSHIP AFFIDAVIT

(provide a written explanation with this request describing the specific nature of your hardship)

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage relief options.

Date Hardship Began is: _____ Written hardship explanation enclosed

I believe that my situation is:

- Short-term (under 6 months)
- Medium-term (6-12 months)
- Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reasons set forth below:
 (Please check all that apply and submit required documentation demonstrating your hardship)

| If your Hardship is: | Then the Required Hardship Documentation is: |
|---|--|
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> No Hardship documentation required |
| <input type="checkbox"/> Underemployment | <input type="checkbox"/> No Hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required income Documentation section above |
| <input type="checkbox"/> Income reduction (e.g. elimination of overtime, reduction in regular working hours, or a reduction in base pay) | <input type="checkbox"/> No Hardship documentation required, as long as you have submitted the income documentation that supports the income described in the Required income Documentation section above |
| <input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law | <input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property |
| <input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household | <input type="checkbox"/> Death Certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death |
| <input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member | <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills; OR <input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable) |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment | <input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area |
| <input type="checkbox"/> Distant employment transfer | <input type="checkbox"/> No hardship documentation required |
| <input type="checkbox"/> Business failure | <input type="checkbox"/> Tax return from previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <ul style="list-style-type: none"> • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement |



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UNIFORM BORROWER ASSISTANCE FORM

Borrower/Co-Borrower Acknowledgement and Agreement

1. I certify that all of the information in this Borrower Assistance Form is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, owner or guarantor of my mortgage, or their agent(s) may investigate the accuracy of my statements, may require me to provide additional supporting documentation, and that knowingly submitting false information may violate Federal and other applicable law.
3. I understand the Servicer will obtain a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this request for mortgage relief or if I do not provide all required documentation, the Servicer may cancel any mortgage relief granted and may pursue foreclosure on my home and/or pursue any available legal remedies.
5. I certify that my property has not received a condemnation notice.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use this information to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I agree that any prior waiver as to my payment of escrow items to the Servicer in connection with my loan has been revoked.
11. If I qualify for and enter into a repayment plan, forbearance plan, and trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
12. I understand that the Servicer will collect and record personal information that I submit in this Borrower Response Package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, and information about my account balances and activity. I understand and consent to the Servicer's disclosure of my personal information and the terms of any relief or foreclosure alternative that I receive to any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or to any HUD-certified housing counselor.
13. If I am eligible for foreclosure prevention relief under the federal Making Home Affordable Program, I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by the Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan, and (c) companies that perform support services in conjunction with Making Home Affordable.
14. I consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

Borrower Signature

Date

Co-Borrower Signature

Date



234545092+USC+FHFA+101891

4506-T
 Form (Rev. January 2012)
 Department of the Treasury
 Internal Revenue Service

Request for Transcript of Tax Return

OMB No. 1545-1872

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help services tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

| | |
|--|--|
| 1a Name shown on tax return. If a joint return, enter the name shown first. | 1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) |
| 2a If a joint return, enter spouse's name shown on tax return. | 2b Second social security number or individual taxpayer identification number if joint tax return |
| 3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) | |
| 4 Previous address shown on the last return filed if different from line 3 (see instructions) | |
| 5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. | |

Caution. If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

c Record of Account, which provides the most detailed information as if it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2011 12/31/2010

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note. For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

| | | | |
|------------------|--|------|---|
| Sign Here | Signature (see instructions) | Date | Phone number of taxpayer on line 1a or 2a |
| | Title (if line 1a above is a corporation, partnership, estate, or trust) | | |
| | Spouse's signature | Date | |
| | | | |

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

Automated transcript request. You can request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:

| Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address | RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272 |
|---|--|
|---|--|

| Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming | RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876 |
|---|--|
|---|--|

| Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia | RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 816-292-6102 |
|--|--|
|--|--|

Chart for all other transcripts

If you lived in or your business was in:

| Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address | Mail or fax to the "Internal Revenue Service" at: RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922 |
|--|--|
|--|--|

| Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin | RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250 859-669-3592 |
|--|---|
|--|---|

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P. O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SE:W:CAR:MP:T:T:SP
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

To Be Completed If a Borrower/Co-Borrower Discloses Income From a Household Member Who is Not on the Promissory Note

LOAN #: 234545092

Your Request for Mortgage Assistance (RMA) or Uniform Borrower Assistance Form (Form 710) indicates that a non-borrower contributes to your total household income. For our purposes, a "non-borrower" is an individual who resides in your home and contributes to the household income but is not personally obligated on your mortgage loan. As part of the evaluation process, a Credit Authorization Form must be completed and signed by each non-borrower.

Note: Updated or additional documents may be required. Copies of this form may be used if you have more than one non-borrower contributing to your total household income.

Please have the non-borrower fully execute the below **NON-BORROWER CREDIT AUTHORIZATION FORM**.

NON-BORROWER CREDIT AUTHORIZATION FORM TO OBTAIN CONSUMER CREDIT REPORT

The undersigned non-borrower certifies the following:

1. I am an occupant of 211 BROWN STREET UNIT 5, PHILADELPHIA, PA 19123 (the "Property");
2. I contribute to the total household income of the Property;
3. I understand and acknowledge that Bank of America is evaluating the mortgage loan that is secured by the Property for a loan modification.
4. I hereby authorize Bank of America, N.A., or its designated agent, to obtain and review a consumer credit report containing my credit history and other non-public information as part of its evaluation process.

This Authorization shall constitute the undersigned's agreement to allow Bank of America, N.A. to obtain a copy of a consumer credit report in the manner permitted by the Fair Credit Reporting Act.

NAME (Non-Borrower)

SIGNATURE (Non-Borrower)

RELATIONSHIP TO BORROWER

DATE

NON-BORROWER SOCIAL SECURITY NUMBER: _____ - _____ - _____



234545092*USC*FHFA*101891

1.888.204.1532

Walled Lake Credit Bureau, LLC is a debt collector. Therefore, the following disclosures are required under various state and Federal law. However, we would like to reassure you that we have been retained to assist Bank of America, N.A. with its efforts to reach customers who may be eligible for a Home Affordable modification Program. The true purpose of these letters are to obtain a more affordable payment for you.

IMPORTANT DISCLOSURES

This communication is from a debt collector attempting to collect a debt. Any information you provide **Walled Lake Credit Bureau, LLC** will be used for that purpose. This communication and the phone number listed above are operated by **Walled Lake Credit Bureau, LLC, 11802 Ridge Parkway, Ste 100 HRM, Broomfield, CO 80021**. Regular hours of operation are 9:00 a.m.—9:00 p.m. (EST) Monday through Friday and 9:00 a.m.—4:00 p.m. (EST) on Saturday. **Walled Lake Credit Bureau, LLC** is a third-party debt collection and home retention services company that has been duly authorized by Bank of America, N.A. to contact their borrowers and assist them with this program.

NOTICE REGARDING YOUR CURRENT DEBT

Bank of America, N.A. services your mortgage. As of the date of this letter the amount necessary to bring your mortgage current is \$2,137.56. Because of interest, late charges, legal fees, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your payment is received, in which event your Servicer will inform you before depositing the payment for collection. For further information about payment, contact Bank of America, N.A. at 1.800.669.6650.

NOTICE REGARDING DISPUTING YOUR DEBT

Unless within 30 days of your receipt of this notice, you notify **Walled Lake Credit Bureau, LLC** in writing that you dispute the validity of this debt, it will be assumed to be correct. If you notify **Walled Lake Credit Bureau, LLC** in writing within thirty days that you dispute the validity of the debt, or any portion of the debt, **Walled Lake Credit Bureau, LLC** will obtain and provide you, by mail, with verification of the debt or a copy of the judgment. If you request it in writing within 30 days, **Walled Lake Credit Bureau, LLC** will provide you with the name and address of the original creditor (if different from the current creditor).

NOTICE REGARDING BANKRUPTCY

Please note that if the recipient of this letter is currently in an active bankruptcy case or has received a discharge from a bankruptcy, that this letter is for informational purposes only and is not an attempt to collect a debt or an intention to violate the automatic stay. Please have your bankruptcy attorney contact Bank of America, N.A. for workout options.

NOTICES SPECIFIC TO CERTAIN STATES

California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Colorado Residents: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA. A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

Minnesota Residents: This collection agency is licensed by the Minnesota Department of Commerce.

North Carolina Residents: This collection agency is licensed under Permit # 103863.

Tennessee Residents: This collection agency is licensed by the Tennessee Collection Services Board of the Department of Commerce and Insurance.

Wisconsin Residents: This collection agency is licensed by the Division of Bank, PO Box 7876, Madison, WI 53707.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

MELISSA DEVIN MAGNESS V. WALLED LAKE CREDIT BUREAU, et al.

OFFICIAL COURT NOTICE
IMPORTANT – PLEASE READ CAREFULLY

**YOU MAY GET MONEY FROM THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS ARE
AFFECTED BY THE LEGAL PROCEEDINGS IN THIS SETTLEMENT.**

**A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.**

1. Why is this notice being sent?

This notice is to inform you of a Class Action Settlement in the case *Magness v. Walled Lake Credit Bureau, et al.*, Case No. 12-cv-06586-LDD, pending in the United States District Court for the Eastern District of Pennsylvania (the “Lawsuit”).

The Plaintiff in the Lawsuit filed suit against Bank of America, N.A. and Walled Lake Credit Bureau LLC, alleging violations of the Fair Debt Collections Act 15 U.S.C. § 1692, *et seq.* (“FDCPA”). The Plaintiff seeks to represent a class of individuals who reside and/or resided in the Commonwealth of Pennsylvania and received a “Borrower Response Package” (“BRP”) from Bank of America (“BANA”) and/or Walled Lake Credit Bureau (“WLCB”)(BANA and WLCB together shall be referred to as “Defendants”) between March 22, 2012 and November 19, 2012. According to BANA’s records, you were a recipient of the BRP. The Plaintiff alleged that the BRP contained false and misleading information. Specifically, while the BRP references BANA’s loan modification programs, the Plaintiff asserted it was a communication attempting to collect a debt that violated the FDCPA. Both BANA and WLCB have denied Plaintiff’s allegations in their entirety and continue to assert that the BRP was offering loan modification services and complied with all legal requirements.

After extensive negotiations, the Parties (Plaintiff and Defendants) have reached a settlement of the Lawsuit (the “Settlement Agreement”). The Court has granted preliminary approval of the Settlement and has scheduled a hearing on _____ at _____ in _____ to determine whether to grant final approval.

IF YOU ARE ONE OF THE INDIVIDUALS DESCRIBED IN THIS NOTICE WHO IS AFFECTED BY THE PROPOSED SETTLEMENT, YOU MAY GET MONEY FROM THIS SETTLEMENT. TO RECEIVE THE FULL AMOUNT TO WHICH YOU MAY BE ENTITLED, YOU MUST COMPLETE AND SUBMIT THE ENCLOSED “CLAIM FORM” TO THE CLAIMS ADMINISTRATOR, GARDEN CITY GROUP (THE “CLAIMS ADMINISTRATOR”) BY [DATE 60 DAYS AFTER MAILING]. PLEASE SEE THE ATTACHED FORM FOR ADDITIONAL INFORMATION.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

2. Who is affected by the proposed Settlement?

The Lawsuit was filed as a class action. In a class action, one or more people called “class representatives” (here, Plaintiff Melissa Magness) sue on behalf of people who allegedly have similar claims. This group is called a “class” and the persons included are called “class members.” One court resolves the issues for all of the class members, except for those who exclude themselves from the class. Here, the Court has certified a class action for settlement purposes only.

The Plaintiff is serving as the Class Representative for a class of approximately 31,000 individuals from the Commonwealth of Pennsylvania who received the BRP between the dates of March 22, 2012 and November 19, 2012.

3. What is this case about?

Plaintiff brought the Lawsuit against BANA and WLCB claiming the BRP contained false and misleading information in violation of the FDCPA. Specifically, Plaintiff alleged that the BRP was a communication from a debt collector that did not meet the requirements of the FDCPA, and that it misled borrowers by stating it was only a communication concerning BANA’s loan modification programs.

The parties in this Litigation disagree as to the probable outcome of the Lawsuit with respect to liability and damages if it were not settled. While the Plaintiff was prepared to proceed with litigating the case described above, the Plaintiff recognizes that litigating is a risky proposition and that she may not have prevailed on any or all of her claims. BANA and WLCB expressly deny any wrongdoing or legal liability arising out of any of the claims alleged in the Lawsuit. BANA continues to assert that the BRP was a communication designed to offer assistance to borrowers and provide information regarding certain loan modification programs. BANA and WLCB have asserted strong defenses to the Plaintiff’s claims.

This Settlement is the result of good-faith, arms-length negotiations between the Plaintiff and Defendants, through their respective attorneys. Both sides agree that, in light of the risks and an expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class.

4. What are my options?

You have four options with regard to this Settlement. You can: 1) participate in the Settlement in full by filing the enclosed Claim Form; 2) object to the Settlement; 3) exclude yourself from the Settlement by mailing a request to opt out; or 4) do nothing. Details about each option and how each option will affect your rights under the law are explained below.

5. What are the terms of the proposed Settlement?

Under the Settlement Agreement, BANA and WLCB will pay Five Hundred Fifty Thousand Dollars (\$550,000) into a settlement fund (the “Gross Settlement Fund”) to settle the Lawsuit. The Gross Settlement Fund will be deposited into a qualified settlement fund to cover all payments to class members, as well as attorneys’ fees and litigation costs; settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

administration costs; and an Enhancement to the Plaintiff for bringing and prosecuting the Lawsuit. After attorneys' fees and costs, settlement administration costs, and Enhancement Award (if awarded by the Court) are deducted from the Gross Settlement Fund, the remainder will be the Net Settlement Fund.

The Net Settlement Fund will be divided amongst the Settlement Class Members who elect to participate in the Settlement by timely submitting valid Claim Forms ("Participating Class Members"). The exact amount to be received by each Participating Class Member cannot be determined until the final number of Participating Class Members has been identified. The Fund will be divided pro rata among all Participating Class Members, after attorneys' fees and costs and an Enhancement Award to the Plaintiff have been deducted. You do not need to do anything to qualify for a payment.

The maximum amount any Participating Class Member can receive is \$1,000, which is the statutory damages cap for an individual under the FDCPA. In the event that all Settlement Class Members become Participating Class Members, and the Court awards the Plaintiff the requested Enhancement Award and the attorneys' fees requested, the minimum a Participating Class Member shall receive is approximately \$_____, and the maximum is \$1,000. The exact amount each Participating Class Member will receive can only be determined after the Court determines how many individuals submitted completed valid and timely Claim Forms

In addition to the amount paid to the Gross Settlement Fund, Defendants have agreed to pay Plaintiff Magness Fifteen Thousand Dollars (\$15,000), which represents her actual damages in this case, as an Individual Settlement of her claims. Plaintiff Magness, who took the risk of bringing this Lawsuit, took a lead role in prosecuting the litigation and assisted in its resolution by, among other things, sitting for a deposition and attending a full-day mediation, will request from the Court to receive an Enhancement Award of \$5,000 in recognition of these risks and the benefit she helped obtain for Settlement Class Members.

6. Who represents the Parties?

Plaintiff and Settlement Class Members:

Arkady Eric Rayz
Kalikhman & Rayz, LLC
1051 County Line Road
Suite A
Huntingdon Valley, PA 19006
Phone: (215) 364-5030
Fax: (215) 364-5029

Gerald D. Wells, III
Connolly Wells & Gray, LLP
2200 Renaissance Blvd.,
Suite 308
King Of Prussia, PA 19406

Bank of America:

Andrew J. Soven
Reed Smith LLP
Three Logan Square 1717 Arch St.
Suite 3100
Philadelphia, PA 19103
Phone: 215-851-8288
Fax: 215-851-1420

Walled Lake Credit Bureau:

Martin C. Bryce, Jr.
Ballard Spahr Andrews and Ingersoll, LLP
1735 Market Street
51st Floor

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Phone: (610) 822-3700
Fax: (610) 822-3800

Philadelphia, PA 19103
Phone: 215-864-8238
Fax: 215-864-9511

7. How will the attorneys for the class be paid?

Settlement Class Counsel, as defined in the Settlement Agreement, will request an award of (i) fees that do not exceed 40% of the Gross Settlement Amount; and (ii) reasonable out-of-pocket expenses. Any attorneys' fees and costs awarded in conjunction with the Settlement shall be paid from the Gross Settlement Fund. Any fees and costs awarded by the Court in connection with this Settlement shall include and constitute satisfaction of the entire amount of attorneys' fees and costs awarded by the Court, and shall be distributed by the Claims Administrator after the Court makes a determination regarding the amount of any fees and costs to be awarded. Class Counsel's Motion for Attorneys' Fees and Costs will be a public document filed with the Court. Once filed, Class Counsel's Motion will be available on the website maintained by the Claims Administrator, www.XXXX.com. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs are reasonable.

8. How do I participate in the Settlement and what happens if I do participate?

To receive a distribution from the Settlement Fund, you must complete, sign and return the enclosed Claim Form by mailing it to the Claims Administrator, postmarked no later than [Date 60 Days after mailing]. If the Court approves the Settlement, you will receive a distribution amount calculated as described in Section 5. The Claim Form is enclosed with this Notice and may also be obtained by contacting the Claims Administrator at the address or phone number that appears at the end of this notice.

Should you choose to return your Claim Form and participate in the Settlement, and if the Court grants final approval of the Settlement, you will be deemed by the Court to have fully and irrevocably released and waived any and all FDCPA and debt collection related claims you may have against BANA and WLCB through the date the Court grants final approval to the Settlement. You will be unable to bring any claim against BANA or WLCB that is included in the Release of Claims listed on the Claim Form. The full release and covenant not to sue is contained in the Claim Form.

If you submit a valid Claim Form, you will receive your Settlement check for your distribution from the Net Settlement Fund after final approval and after the Settlement becomes effective.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

9. How quickly must I act to participate in the Settlement?

To join the Lawsuits and receive a distribution from the Settlement Fund, you must properly complete and timely submit the enclosed Claim Form to the Claims Administrator.

THE CLAIM FORM MUST BE POSTMARKED OR RECEIVED BY THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW ON OR BEFORE [DATE 60 DAYS AFTER MAILING].

10. What if I choose to object to the Settlement?

You can object to the terms of the settlement before final approval. However, if the Court approves the settlement, you may still be bound by the terms of the settlement. You may both object to the settlement and participate in it, but you must timely file a Claim Form to receive your distribution from the Settlement Fund.

To object, you must submit a written objection, along with any supporting documents or materials by **[DATE 60 DAYS AFTER MAILING]** to the Court and you must serve a copy on the counsel for both Parties at the addresses listed above. Any Settlement Class member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Enhancement Award to the Plaintiff, the claims process, and any and all other aspects of the Settlement.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR FULL SHARE OF THE SETTLEMENT FUNDS, YOU MUST STILL TIMELY FILE YOUR CLAIM FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OR ANY OTHER OBJECTION AND YOU HAVE NOT SUBMITTED A CLAIM FORM, YOU WILL NOT RECEIVE ANY PROCEEDS AND YOU WILL STILL BE BOUND BY THE RELEASE OF CLAIMS.

11. What if I choose to exclude myself from or "opt out" of the Settlement?

You may exclude yourself from the Settlement by submitting a request to opt out of the Settlement. Class Members who wish to exercise this option must send a letter by mail to the Claims Administrator that (a) is signed by the Class Member; (b) includes their full name, address and phone number; and (c) includes the following statement: "I/we request to be excluded from the settlement in the Magness action." No request for exclusion will be valid unless all of the information described above is included. If a fully completed and properly executed Opt Out is not received by the Claims Administrator from a Class Member and postmarked on or before **[DATE - _____ days prior to the Final Approval Hearing]**. If you submit a request to opt out but also submit a valid Claim Form, you will receive a Cure letter seeking clarification. Absent a response to the contrary, you will be deemed to have opted out of the Settlement. If you timely complete and submit an opt-out request, you will not participate in these proceedings, or receive any money from the Settlement. If you opt out, you will not be subject to the Release of Claims set forth in the Settlement Agreement and Claim Form.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

12. What if I do nothing?

If you do nothing, you will not receive any distribution from the Settlement Fund and you will still be bound by the Release of Claims.

You are strongly encouraged to make a decision as to whether you wish to participate in the Settlement and receive a distribution from the Settlement Fund and to return the appropriate form within the allotted time period.

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at ____ a.m. on _____, 2015, at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, in Courtroom _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 10 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

14. Do I have to attend the Final Approval Hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear at your own expense.

15. Who can answer questions regarding the Settlement?

This Notice only summarizes the Settlement terms for the Lawsuit. For more information about the settlement or if you have any questions regarding the settlement, you may contact the Claims Administrator at:

Claims Administrator: *Magness v. Walled Lake Credit Bureau, et al.*
c/o [NAME]
[ADDRESS]
[TOLL-FREE NUMBER]

The Claims Administrator will also have the information contained in this Notice posted on a website: [www.xxxx.com]

You also may contact any of the Settlement Class Counsel at the telephone numbers listed above.

Do not contact the Court directly about this matter. The Court cannot provide you with legal advice or any opinion regarding the Lawsuits or proposed settlement.

EXHIBIT C

CLAIM FORM AND RELEASE

MELISSA DEVIN MAGNESS V. WALLED LAKE CREDIT BUREAU, et al.

c/o [Claims Administrator]

[Address]

[Phone]

| | |
|---|--|
| [Class Member Name] [Class Member Address] | Name/Address Changes (if any): Name: _____ Address: _____ _____ Phone: (_____) _____ - _____ |
|---|--|

SIGN THIS FORM ONLY IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

You must sign and return this Claim Form, POSTMARKED NO LATER THAN [DATE ___ DAYS FROM MAILING] to receive your share of the Settlement.

Your share of the Settlement is based on a pro-rata distribution of the Net Settlement Fund. Your pro-rata distribution will be calculated by dividing the Net Settlement Fund by the total number of Participating Class Members, as detailed in the Notice. The maximum you can receive under the terms of the Settlement is \$1,000, which is the statutory damages cap under the Fair Debt Collections Practices Act (“FDCPA”). If all Settlement Class Members become Participating Class Members, and the Court awards all the attorneys’ fees and costs and the Plaintiff’s Enhancement Award, then the minimum you will receive is approximately \$_____.

RELEASE: By participating in this Settlement, you shall be deemed to fully, forever, irrevocably and unconditionally release, remise, and discharge Bank of America, N.A. and Walled Lake Credit Bureau, L.L.C., Dialogue Marketing, Inc., Urban Settlement Services, LLC (DBA Urban Lending Solutions), all companies to which they are related by ownership or as a holding company, together with all of their respective members, owners, shareholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies) and subsidiaries of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively referred to as the “Released Parties”), from any and all suits, actions, causes of action, claims, or demands against the Released Parties or any of them any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, based on violation of the FDCPA, FDCPA PA Equivalents, Pennsylvania’s Unfair Trade Practices and Consumer Protection Law, or any other state, federal, or local law, statute, regulation or common law, that were alleged (or that could have been alleged) in the Action with respect to the Borrower Response Package. Specifically excluded from this release is any and all claims arising from or related to the Telephone Consumer Protection Act (“TCPA”).

CLAIM FORM AND RELEASE

I, [NAME], certify by signing below that I wish to participate in the proposed Settlement in this matter.

I also certify that I agree to be bound by the Release contained in the Settlement Agreement and reproduced above.

Signature

Date