

United States District Court For The District of Massachusetts

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	If you do nothing you will remain eligible to participate in the settlement, and obtain benefits. You will be bound by the Court's final Judgment and the release of claims explained in the Settlement Agreement.	
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive any benefits from the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendants regarding the allegations in the Action.	Deadline: April 26, 2015
OBJECT	You may write to the Court about why you object to the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.	Deadline: April 26, 2015
GO TO THE FINAL APPROVAL HEARING	<p>The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs' request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any Objection you filed to the Settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so.</p>	Hearing Date: May 14, 2015 at 2:30 p.m.

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

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

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BACKGROUND INFORMATION

1. Why did I get this Notice?

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

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

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

2. What is this lawsuit about?

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

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

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

3. Why is this a class action?

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

4. Why is there a Settlement?

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

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

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

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

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

THE PROPOSED SETTLEMENT

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

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

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

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

7. Do I have a lawyer in this case?

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

8. How will the lawyers be paid?

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

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

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

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

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

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement?

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

If you want to be excluded, you must send a letter or postcard with your original signature stating: **(a)** the name and case number of the Action, "*Glover, et al. v. Bank of America, N.A., et al.*, Case No. 4:13-cv-40042-TSH"; **(b)** your full name, address, email address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement, postmarked no later than **April 26, 2015** to the Claims Administrator at:

Glover, et al. v. Bank of America, N.A., et al.,
Exclusions
c/o GCG
PO Box 10158
Dublin, OH 43017-3158

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

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

HOW TO OBJECT TO THE SETTLEMENT

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

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

If you have not submitted a timely and valid request for exclusion and wish to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs or the service award, you must file a written objection with the Court and serve such objection on Class Counsel and Bank of America's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) **April 26, 2015**.

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

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

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

If you properly file and serve a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing, you must also deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than (*i.e.*, postmarked by) **April 14, 2015**, a "Notice of Intention to Appear".

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

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

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

FINAL APPROVAL HEARING

14. What is the Final Approval Hearing?

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

15. When and where is the Final Approval Hearing?

On **May 14, 2015 at 2:30 p.m.**, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Timothy Hillman, in Courtroom 2 of the United States District Court for the District of Massachusetts, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts 01608. The hearing may be postponed to a different date or time or location without notice. Please check www.gardencitygroup.com/cases-info/glover for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

16. May I speak at the hearing?

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

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

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

GETTING MORE INFORMATION

17. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: www.gardencitygroup.com/cases-info/glover. Alternatively, you may contact the Settlement Administrator at the postal mailing address: *Glover, et al. v. Bank of America, N.A., et al.*, c/o GCG, PO Box 10158, Dublin, OH 43017-3158.

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

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

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

Glover, et al. v. Bank of America, N.A., et al.,
c/o GCG
PO Box 10158
Dublin, OH 43017-3158

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

IMPORTANT ADDRESSES

Class Counsel:

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Lawrence, MA 01840
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Settlement Administrator:

Glover, et al. v. Bank of America, N.A., et al
c/o GCG
PO Box 10158
Dublin, OH 43017-3158
Tel: 1.877.940.5072

IMPORTANT DATES

April 14, 2015	All NOTICES OF APPEARANCES, MOTIONS, OR OTHER SUBMISSIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Defendants' Counsel.
April 26, 2015	All OPT OUTS/REQUESTS FOR EXCLUSION must be postmarked and mailed to the Settlement Administrator.
April 26, 2015	All OBJECTIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Defendants' Counsel.
May 14, 2015, at 2:30 p.m.	FINAL APPROVAL HEARING.

Dated: March 27, 2015

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

ADDENDUM

As provided for in Section 10 of the Notice, the terms of the Release, as embodied Paragraphs 4.01 and 4.02 of the Settlement Agreement, are reproduced below:

RELEASE

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

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

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

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