

A Settlement has been reached in a class action lawsuit against Bank of America Corporation, NB Holdings Corporation, and FIA Card Services, N.A., alleging violations of the Telephone Consumer Protection Act (“TCPA”)

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

- Plaintiff brought a lawsuit alleging that Bank of America Corporation, NB Holdings Corporation, and FIA Card Services, N.A. (collectively, “Defendants”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*, by contacting Class Members through auto-dialed and/or pre-recorded calls or text messages to their cell phones regarding a Bank of America account other than their own without prior express consent to receive such calls or text messages between February 1, 2013 and April 21, 2016. Defendants deny any wrongdoing or liability.
- A settlement has been reached in this case, which affects individuals who were contacted by Defendants between February 1, 2013 and April 21, 2016.
- The Settlement, if approved by the Court, would provide \$1,000,000.00 to pay: (i) the claims of Plaintiff and Class Members resulting from the above-described contacts made by Defendants, (ii) a service award to Plaintiff, (iii) attorneys’ fees, costs and expenses to Class Counsel, and (iv) the administrative costs of the Settlement. Each Class Member will receive a check for his, her, or its equal share of the Settlement Fund. The check received by each Class Member will not be less than \$15 and not more than \$25.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS IN THIS SETTLEMENT	
Object	Write to the Court and Settlement Administrator about why you believe the Settlement, Plan of Distribution, or their terms are unfair.
Exclude Yourself	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against the Defendants for the claims at issue in the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement, Plan of Distribution, or their terms.
What if I Do Nothing?	If you do nothing and the Settlement is approved by the Court, you will receive a check for your equal <i>pro rata</i> amount.

- The right to object **and the deadline for objecting** are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments to Plaintiff, Class Counsel, and Class Members will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, a settlement administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

If you received a postcard Notice, it is because the Defendants' records indicate that they placed a call or text message to your current cellular telephone number between February 1, 2013 and April 21, 2016.

The Court in charge of the case is the United States District Court for the Middle District of Florida, and the case is known as *Richard Swift v. Bank of America Corporation, et al.*, Case No. 3:14-cv-1539-J-20PDB (M.D. Fla.). The proposed Settlement would resolve all the claims in this case. The person who sued is called the Plaintiff, and the companies he sued, Bank of America Corporation, NB Holdings Corporation, and FIA Card Services, N.A., are called the Defendants and are collectively referred to herein as "Defendants."

2. What is the class action lawsuit about?

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

The Class Representative filed this case against Defendants alleging that they violated the TCPA by using an automatic telephone dialing system and/or pre-recorded call to contact cell phones without the prior express consent of the recipients.

Defendants deny that they did anything wrong, or that this case is appropriate for treatment as a class action.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendants. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and Class Counsel think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

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

The Settlement provides relief for all Class Members, who are described as individuals who were contacted by Bank of America through auto-dialed and/or pre-recorded calls or text messages to their cell phones regarding a Bank of America account other than their own without prior express consent to receive such calls or text messages between February 1, 2013 and April 21, 2016.

Excluded from the Class are Defendants, Defendants' parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest, the judge to whom the case is assigned; and any member of the judge's staff and immediate family.

If you have questions about being a Class Member, you can call 1-844-804-4369 or visit www.SwiftBofATCPASettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The Defendants have agreed to pay a total settlement amount of \$1,000,000.00, which will be used to create a Settlement Fund to pay attorneys' fees, costs and expenses to Class Counsel, a service award to Plaintiff, and the administrative costs of the Settlement. Each Class Member will receive a check for an equal share of the Settlement

Fund, after the Settlement Fund is reduced by up to 25% to be paid towards the attorneys' fees incurred in the litigation of this case, and an additional amount towards the incurred costs and expenses. The check received by each Class Member will not be less than \$15 and not more than \$25.

Any residual amount remaining after all the payments included in the Settlement will be donated to The Florida Bar Foundation or to another legal aid organization of the Court's selection.

HOW YOU GET A PAYMENT

6. How and when can I get a payment?

Class Members do not need to file a claim to receive a payment. Each Class Member will receive a check for an equal share of the Settlement Fund, which will not be less than \$15 and not more than \$25 without doing anything, on the condition that the Court approves the Settlement.

The Court will hold a Final Settlement Approval Hearing on July 13, 2016 at 1:30 p.m., to decide whether to approve the Settlement (see Question 14 below). If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

7. What am I giving up to get a payment?

If you are a Class Member, that means that you can't sue, continue to sue, or be part of any other lawsuit against Bank of America Corporation, NB Holdings Corporation, and/or FIA Card Services, N.A. regarding the legal issues in this case and all of the decisions and judgments by the Court will bind you.

You will be unable to file your own lawsuit involving all of the claims described and identified below, and you will release Bank of America Corporation, NB Holdings Corporation, and FIA Card Services, N.A. from any liability for them.

You, as well as your respective assigns, heirs, executors, administrators, successors, and agents, will release, resolve, relinquish, and discharge Bank of America Corporation, NB Holdings Corporation, and FIA Card Services, N.A. (and all related entities) any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Judgment, that arise out of or relate in any way to the Released Parties' use of an "automatic telephone dialing system" to contact or attempt to contact Class Members via auto-dialed and/or pre-recorded calls or text messages to cell phones to the fullest extent that term is used, defined, or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, relevant regulatory or administrative promulgations and case law, from February 1, 2013 to April 21, 2016.

You may not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency, or with any administrative or advisory body arising from or reasonably related to the Released Claims.

The Settlement Agreement (available on the website located at www.SwiftBofATCPASettlement.com) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can speak to the law firm representing the Class listed in Question 11 for free or you can, at your own expense, consult your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep any right you might have to sue the Defendants about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or "opting out" of the Settlement Class.

8. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

Swift v. Bank of America Settlement Administrator
PO Box 3266
Portland, OR 97208-3266

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be “excluded from the Settlement Class” and that you are “otherwise a member of the Settlement Class.”

Your exclusion request must be postmarked no later than **May 30, 2016**. You cannot ask to be excluded on the phone, by email, or at the website.

9. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue the Defendants for legal claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

10. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

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

- John Yanchunis, Jonathan Cohen and Rachel Soffin of the law firm of Morgan & Morgan Complex Litigation Group

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

12. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court to distribute an award of up to 25% of the Settlement Fund to be paid towards the attorneys’ fees, costs and expenses incurred in the litigation of this case, and to distribute a service award to the Class Representative.

Any objection to Class Counsel’s application for attorneys’ fees, costs and expenses, or the service award to the Class Representative may be filed, and must be postmarked no later than **May 30, 2016**.

OBJECTING TO THE SETTLEMENT

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

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

You can tell the Court that you don’t agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement if you do not think the Settlement is fair. You must state reasons why you think the Court should not approve it. The Court will consider your views. If you want to object to the terms of the Settlement, you must submit a letter to the Court and the Settlement Administrator, at the addresses listed below, a written statement of objection, as well as the specific reasons, if any, for each objection. Be sure to include your full name, address, telephone number, and the case name (*Richard Swift v. Bank of America Corporation, et al.*, Case No. 3:14-cv-1539-J-20PDB (M.D. Fla.)). You must also state whether you intend to appear at the Final Settlement Approval Hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than May 30, 2016.**

The objection must be mailed to:

COURT	SETTLEMENT ADMINISTRATOR
Clerk of the Court United States Courthouse 300 North Hogan Street Jacksonville, FL 32202	Swift v. Bank of America P.O. Box 3266 Portland, OR 97208-3266
CLASS COUNSEL	DEFENDANT'S COUNSEL
Morgan & Morgan Complex Lit. Group c/o Jonathan Cohen 201 N. Franklin Street, 7th Floor Tampa, FL 33602	Morrison & Foerster LLP c/o David Fioccola 250 West 55th Street New York, NY 10019

THE COURT'S FINAL SETTLEMENT APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Final Settlement Approval Hearing will be held at 1:30 p.m. on July 13, 2016, at the United States District Court for the Middle District of Florida, 300 North Hogan Street, Jacksonville, Florida 32202 in Courtroom 10C. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the case website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

15. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Settlement Approval Hearing. To do so, you must send a letter saying that you intend to appear at the Final Settlement Approval Hearing in *Richard Swift v. Bank of America Corporation, et al.*, Case No. 3:14-cv-1539-J-20PDB (M.D. Fla.). Be sure to include your full name, address, and telephone number. Your letter stating your notice of intention to appear must be postmarked no later than May 30, 2016 and be sent to the Clerk of the Court at the address listed above.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will receive a check for an equal share of the Settlement Fund, after the Settlement Fund is reduced by up to 25% to be paid towards the attorneys' fees incurred in the litigation of this case, and an additional amount towards the incurred costs and expenses. The check received by each Class Member will not be less than \$15 and not more than \$25.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is located on the website at www.SwiftBofATCPASettlement.com, where you will also find answers to common questions about the Settlement.