

LEGAL NOTICE BY ORDER OF THE COURT

IF YOU HAD A BANK OF AMERICA CONSUMER CREDIT CARD WITH A CALIFORNIA BILLING ADDRESS, OR A BANK OF AMERICA NON-BUSINESS CHECKING OR SAVINGS ACCOUNT, OR A BANK OF AMERICA NON-BUSINESS LOAN SECURED BY RESIDENTIAL REAL ESTATE (I.E., A MORTGAGE LOAN) AT ANY TIME BETWEEN SEPTEMBER 9, 1995 AND MAY 31, 2007,

YOU CAN CLAIM BENEFITS IN A PROPOSED CLASS ACTION SETTLEMENT.

A California Court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Bank of America for its alleged practice of disclosing customers' confidential information to third parties to market products or services and its communications with customers and the public about how it handled customer information. The settlement will provide benefits to anyone who, at any time between September 9, 1995 and May 31, 2007, had (1) a Bank of America non-business checking or savings account, (2) a non-business loan with Bank of America secured by residential real estate (i.e., a mortgage loan); OR (3) a Bank of America branded consumer credit card and a California mailing address for purposes of communicating with Bank of America.
- Your legal rights are affected whether or not you respond. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM OR CALL 1-800-462-2317	The only way to get a designated benefit (except the Privacy Tool Kit brochure available on the Internet, and waivers of certain fees for checking and savings account customers, which are automatic).
EXCLUDE YOURSELF	Get no designated benefit. This is the only option that lets you be part of any other lawsuit against Bank of America that asserts the legal claims in this case.
OBJECT	Write to the Court about why you don't think the settlement is fair, reasonable and adequate.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no designated benefit (except the automatic waivers of certain fees for checking and savings accounts, as described below). Give up your right to make a claim against Bank of America about the challenged practices.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court still must decide whether to approve the settlement. Benefits may only be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit was filed in 1999 by certain individuals and a privacy organization who claim Bank of America improperly disclosed customers' confidential information to third parties, and misrepresented the scope and nature of its customer privacy policy. The time period involved is from September 9, 1995 to May 31, 2007. Bank of America denies all allegations of wrongdoing and contends that it fully complied with the law, its privacy policy and its customer agreements.

WHY IS THERE A SETTLEMENT?

The Court did not decide the case. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of trial and possible appeals, while providing benefits to Class Members. The Class Representatives and their attorneys think the settlement is in the best interest of all Class Members.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

You are a member of the Settlement Class and are affected by the settlement if you are a U.S. resident and if at any time between September 9, 1995 and May 31, 2007, you had (1) a Bank of America non-business checking or savings account, (2) a non-business loan with Bank of America secured by residential real estate (i.e., a mortgage loan), or (3) a Bank of America branded consumer credit card and a California mailing address for purposes of communicating with Bank of America.

If you meet this description, you are automatically a member of the Settlement Class (a "Class Member") and are automatically included in the settlement unless your valid request for exclusion is received by the Claims Administrator by August 15, 2007.

WHAT DOES THE SETTLEMENT PROVIDE?

Bank of America has made changes to its privacy policies, its website, and its telephonic opt-out procedures. Bank of America has also agreed to provide additional benefits described later in this paragraph, and to provide at least \$10.75 million in the following benefits to Class Members:

- (a) **For all class members:** Vouchers good for a discount of \$200 off loan origination fees (including borrower fees, lender fees, and closing costs) for a new first mortgage loan on residential property or a refinance of a mortgage loan on residential property.
- (b) **For class members with checking or savings accounts:** Automatic waivers of fees for domestic deposited items returned, or for phone calls to Bank of America's automated Voice Response Unit for checking or savings accounts.
- (c) **For class members who have or had a Bank of America-branded consumer credit card and a California mailing address for purposes of communicating with the Bank:** 12 free months of Card Registry, described at www.bankprivacycase.com, which lets you register your credit cards, and in case of loss, provides immediate notification to the card issuers, monitors your credit file for six months for potential fraud, and other benefits (a \$30 retail value).
- (d) **For class members who have or had a Bank of America-branded consumer credit card and a California mailing address for purposes of communicating with the Bank:** 90 free days of Privacy Assist Identity Theft Protection Service, described at www.bankprivacycase.com, which provides you with online access to your credit score, credit monitoring, and compensation for certain losses for identity theft (a \$17.85 retail value).

The benefits described in (c) and (d) will not be continued past the free period without your explicit authorization. Intersections, Inc., the company that provides Card Registry and Privacy Assist Identity Theft Protection Service, may request certain personal information from you in order to provide those benefits. Intersections will not sell or share the personal information it obtains about you with any other company for marketing purposes. You may cancel the benefits described in (c) and (d) at any time.

In addition to the benefits described above, Bank of America has agreed to make available on the web at www.bankprivacycase.com, and by direct mail to **each** Class Member who requests it on the claim form or by calling 1-800-462-2317, a Privacy Tool Kit brochure. This publication tells you how to protect your privacy, provides useful tips on how to reduce your risk of identity theft, explains how to order free credit reports from the three major credit bureaus (Equifax, Experian and TransUnion) and tells you how to dispute errors on your credit report.

Bank of America has **also** agreed to contribute \$3.25 million to promote privacy-related projects, of which \$1.75 million will be allocated to the Rose Foundation to distribute to one or more non-profit entities that specialize in privacy-related programs, and \$1.5 million will be allocated among several non-profit entities for their privacy-related programs.

HOW DO I GET A BENEFIT?

To obtain the \$200 discount voucher, or the free Card Registry or Privacy Assist Identity Theft Protection Service, you must send a Claim Form or call 1-800-462-2317. A Claim Form is attached to this Notice. You can also obtain a Claim Form on the Internet at www.bankprivacycase.com. Read the instructions carefully, fill out the form, and submit it by mail or online, as instructed, **no later than October 1, 2007**. Or call 1-800-462-2317 by **no later than October 1, 2007**.

To obtain the Privacy Tool Kit brochure, you can download it at www.bankprivacycase.com, or you can ask that it be mailed to you by submitting the Claim Form or calling 1-800-462-2317 **no later than October 1, 2007**.

There is a \$10.75 million limit on the total value of claims that Bank of America must honor under the Settlement Agreement. Claims will be honored on a first come, first served basis. Delay in making a claim could result in denial of the claim.

WHEN WOULD I GET MY BENEFIT?

You will not receive benefits until and unless the Court approves the settlement. The Court will hold a hearing on September 12, 2007 to decide whether to approve it. If the Court does approve the settlement, there may be appeals that would further delay your benefits, perhaps for more than a year. Please be patient.

WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?

If you don't exclude yourself, you are staying in the Settlement Class, which means that you can't be part of any other lawsuit against Bank of America about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. It also means that you are agreeing to a "Release of Claims," explained below, which describes the legal claims you give up.

Release of Claims

Under the Settlement, if you do not properly and timely exclude yourself from the class you will be deemed to have released and forever discharged Bank of America N.A., Bank of America NT & SA, Bank of America N.A. (U.S.A.), any parent, affiliate or sister company of the foregoing, any direct or indirect subsidiary of the foregoing, any successor to any of the foregoing, and their past or present employees, agents, representatives, attorneys, officers and directors from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, including claims for attorneys' fees, costs and interest, known or unknown, that arise out of the acts alleged in this case regarding the sale and/or communication of information about Class Members at any time during the Class Period to third parties for the purpose of marketing products or services, or regarding any communications with Class Members or the general public regarding practices with respect to the handling, sale and/or communication of information about Class Members to third parties for the purpose of marketing products or services, or that arise out of the provision of any benefit in connection with the resolution of this litigation. In other words, if you do not exclude yourself from the Settlement Class you will be barred from bringing a similar lawsuit based on Bank of America's alleged communication of information about you to third parties for marketing purposes or Bank of America's alleged misrepresentations of its privacy policy.

Note: This Settlement will not release or discharge any claim you may have against FleetBoston, and/or against Bank of America as successor in interest to FleetBoston for vicarious liability for the conduct of FleetBoston, arising out of events occurring prior to FleetBoston's acquisition by Bank of America on April 1, 2004; or any claim you may have against MBNA, and/or against Bank of America as successor in interest to MBNA for vicarious liability for the conduct of MBNA, arising out of events occurring prior to MBNA's acquisition by Bank of America on January 1, 2006.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you don't want a benefit from this settlement, but you want to keep the right to sue or continue to sue Bank of America on your own about the legal issues in this case, you must exclude yourself from the Settlement Class - sometimes referred to as opting out of the Settlement Class.

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded. Be sure to include: (1) the name of this lawsuit, **Consumer Privacy Cases**, J.C.C.P. No. 4211; (2) your full name and current address; (3) your Bank of America account number(s); (4) a statement of intention to exclude yourself and all other persons on the account(s) from the settlement; and (5) the signature of all persons on the account(s). You must mail your exclusion request so that it is received no later than August 15, 2007 to:

Bank of America Privacy Litigation
Opt-Out Request
PO Box 4098
Portland, OR 97208-4098

REQUESTS FOR EXCLUSION THAT ARE NOT RECEIVED BY AUGUST 15, 2007 WILL NOT BE HONORED.

You can't exclude yourself on the phone or by email. You also can't exclude yourself by mailing a request to any other location or after the deadline.

IF I DON'T EXCLUDE MYSELF, CAN I SUE BANK OF AMERICA FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Bank of America for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is August 15, 2007.

IF I EXCLUDE MYSELF, CAN I GET ANY BENEFIT FROM THIS SETTLEMENT?

No. If you exclude yourself, do not send in a claim form to ask for any benefit.

DO I HAVE A LAWYER IN THE CASE?

The Class Representatives retained the law firms of Lerach Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, California 92101, Altshuler Berzon LLP, 177 Post Street, Suite 300, San Francisco, California 94108, and Yeroushalmi & Associates, Wilshire Park Place, 3700 Wilshire Blvd., Suite 480, Los Angeles, California 90010, to represent them. Together, the lawyers are called Class Counsel. You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses, which Bank of America has agreed to pay up to \$4,000,000. The Court may award less than this amount. Bank of America's payment of the attorney's fees and expenses, or the costs of administering the settlement, will not affect the benefits available to Class Members.

The six individual Class Representatives will ask the Court to award them \$5,000 each for their service to the class. If the Court grants this request, the service awards to Class Representatives will be paid from the amount awarded for attorneys' fees and expenses, and will not affect the benefits available to Class Members.

HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?

If you're a Class Member, you can object to the settlement if you don't think any part of the settlement is fair, reasonable or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the

settlement. Be sure to include (1) the name of this lawsuit, **Consumer Privacy Cases**, J.C.C.P. No. 4211; (2) your full name, current address and telephone number; (3) the reasons you object to the settlement; (4) proof that at any time between September 9, 1995 and May 31, 2007, you had (a) a Bank of America non-business checking or savings account, (b) a non-business loan with Bank of America secured by residential real estate, or (c) a Bank of America consumer credit card and had a California mailing address for purposes of communicating with Bank of America, and (5) your signature. Mail the objection to these three different places so that they are received **no later than August 15, 2007**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court San Francisco Superior Court 400 McAllister St San Francisco, CA 94102	Bonny Sweeney Lerach Coughlin, LLP 655 W. Broadway, Suite 1900 San Diego, CA 92101	Arne Wagner Calvo & Clark, LLP 1 Lombard Street, 2nd Floor San Francisco, CA 94111

You also must file a Proof of Service with the Court stating that you mailed or delivered copies of these papers to class and defense counsel.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

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

WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 1:30 p.m. on September 12, 2007 at the San Francisco Superior Court, 400 McAllister Street, Department 304, San Francisco, California 94102-4514. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. You may attend, but you don't have to. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide how much Bank of America will be ordered to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take or whether any objectors will appeal.

DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in **Consumer Privacy Cases**." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than August 15, 2007, and be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the three addresses previously provided in paragraph 13. You cannot speak at the hearing if you exclude yourself.

WHAT HAPPENS IF I DO NOTHING?

If you don't file a claim form, you won't be able to receive any benefits described in paragraph 4 (except the Privacy Tool Kit brochure available on the Internet, and the waivers of certain fees for checking and savings accounts, which are automatic, even if you don't file a claim form). But unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Bank of America about the legal issues in this case.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is posted on the web at www.bankprivacycase.com. You can also get a copy of the Settlement Agreement at the office of the Court Clerk, 400 McAllister Street, San Francisco, California 94102, between 9:00 a.m. to 4:00 p.m., Monday through Friday, except holidays.

HOW DO I GET MORE INFORMATION?

You can visit the website at www.bankprivacycase.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a benefit. If you have questions about the case, you can write to Bonny Sweeney at Lerach Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, California 92101-3301. **DO NOT CONTACT BANK OF AMERICA OR THE COURT FOR INFORMATION.**

CLAIM FORM

WHO CAN CLAIM – You can claim benefits using this form if you are a U.S. resident, and if, at any time between September 9, 1995 and May 31, 2007, you:

- 1) Had a Bank of America non-business checking or savings account; OR
- 2) Were a borrower on a non-business loan issued by or acquired by Bank of America that was secured by residential real estate in the United States (i.e., a mortgage loan); OR
- 3) Had a Bank of America branded consumer credit card and a California mailing address for purposes of communicating with Bank of America.

HOW TO CLAIM – You can claim benefits by:

TELEPHONE. Call **1-800-462-2317**. Simply follow the prompts and provide the requested information **by October 1, 2007**.

INTERNET. Go to www.bankprivacycase.com. Simply follow the instructions and submit your information **by October 1, 2007**.

MAIL. Select your benefit(s) below by checking the appropriate boxes and then complete the information at the end of this form. After you have filled out this claim form, mail it **by October 1, 2007** to: **Bank of America Privacy Litigation Settlement Administrator, PO Box 4098, Portland, OR 97208-4098**.

I. BENEFITS AVAILABLE TO *EVERYONE* WHO QUALIFIES TO RECEIVE BENEFITS UNDER 1), 2), OR 3) ABOVE.

Anyone who qualifies under 1), 2), or 3) above can receive either or both of the following two benefits:

LOAN FEE VOUCHER

- Yes, I would like a voucher good for \$200 off the loan origination fee (including borrower fees, lender fees, and closing costs) on any new first mortgage loan from Bank of America or any refinance with Bank of America of an existing first mortgage loan, provided that the loan or refinance is for residential real property in the United States. This voucher will be good for a limited time, but at least until January 1, 2008; **AND/OR**

PRIVACY TOOL KIT BROCHURE

You can download the Privacy Tool Kit brochure from www.bankprivacycase.com. If you prefer to have it mailed to you instead, please check the box below:

- Yes, I would like to have the Privacy Tool Kit Brochure mailed to me, instead of downloading it from www.bankprivacycase.com. This brochure explains how to protect the privacy of personal and financial information, how to order free credit reports, how to report errors on your credit report, and how to reduce the risk of identity theft.

II. ADDITIONAL BENEFITS AVAILABLE TO THOSE WHO HAD A BANK OF AMERICA CONSUMER CREDIT CARD.

If you had a Bank of America branded consumer credit card and a California mailing address for purposes of communicating with Bank of America (category (3) above), you may also choose one of the following two benefits **in addition to any of the benefits you selected above**.

- 12 free months of the Card Registry service, described at www.bankprivacycase.com, which allows customers to register their credit cards and, in case of loss or theft, provides immediate notification to each credit card issuer, monitors the customer's credit file information for six months for potentially fraudulent activity, and provides other benefits (estimated \$30 retail value); **OR**
- 90 free days of the Privacy Assist Identity Theft Protection Service, described at www.bankprivacycase.com, which provides consumers with online access to their credit score, credit monitoring, and compensation for certain costs or losses due to identity theft (estimated \$17.85 retail value).¹

Note: If you select either of these two benefits, Intersections, Inc., the company that provides those benefits, may contact you to request certain personal information in order to provide those benefits. Intersections will not sell or share the personal information it obtains about you with any other company for marketing purposes.

REQUIRED CLASS MEMBER INFORMATION

If you selected any benefits above, please provide the following information.

PRINTED NAME

SIGNATURE

STREET ADDRESS

CITY

STATE ZIP

BANK OF AMERICA CREDIT CARD NUMBER *

* Necessary only if you are claiming a benefit in part II

IMPORTANT: Benefits under this settlement will be provided only if the Court approves the settlement as fair, adequate, and reasonable at the hearing presently scheduled for September 12, 2007. If you have selected a benefit in PART II (benefits for those with a consumer credit card), or if your claim form is incomplete or contains mistakes, you may be contacted after the settlement is finally approved to obtain information needed to process your claim.

¹ The Card Registry and Privacy Assist benefits will not be continued past the stated period without your express authorization. You may also cancel the requested benefit at any time during the stated period.