

CLAIMS ADMINISTRATOR  
CONTRERAS, ET AL. V. BANK OF AMERICA, N.A.  
C/O RUST CONSULTING, INC.  
PO BOX 1492  
MINNEAPOLIS, MN 55440-1492

**CLAIM FORM**

*Contreras, et al. v. Bank of America, N.A. (San Francisco Superior Court No. CGC-07-467749)*

**IMPORTANT LEGAL MATERIALS**

**COMPLETE THIS FORM TO RECEIVE YOUR SHARE OF THE SETTLEMENT**



<<NAME>>  
<<ADDRESS>>  
<<CITY>>, <<STATE>> <<ZIP CODE>>

TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS, YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY FIRST-CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, **POSTMARKED ON OR BEFORE JULY 13, 2010**, ADDRESSED AS FOLLOWS:

Claims Administrator  
Contreras, et al. v. Bank of America, N.A.  
c/o Rust Consulting, Inc.  
PO Box 1492  
Minneapolis, MN 55440-1492  
Toll Free 866-403-0684

Name and/or Address Changes, if any: \_\_\_\_\_

Tel 1: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Tel 2: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Social Security Number (last 4 digits): XXXX - XXXX - <<ssn>>

Correction: Social Security Number (last 4 digits): \_\_\_\_\_

**I. CALCULATION OF YOUR SETTLEMENT SHARE**

Your share of the Settlement is based on a formula that takes into account the number of full or partial work weeks that you worked as a Mortgage Loan Officer (“MLO”) or Mortgage Loan Associate (“MLA”) during the period between October 1, 2003 and February 10, 2010, the date this Settlement was preliminarily approved by the Court. These work weeks will be weighted differently according to a formula designed to give you credit for time employed and to account for a settlement in two previous class actions, the Bank’s change in expense reimbursement policy, and the fact that MLAs do not have a misclassification claim. The formula is more fully set forth in the notice.

According to the Bank’s records, you worked as a MLO or MLA during the period between October 1, 2003 and February 10, 2010, as follows:

<<period1>> work weeks during the period October 1, 2003 through January 6, 2006

<<period2>> work weeks during the period January 7, 2006 through January 4, 2008

<<period3>> work weeks during the period January 5, 2008 through February 10, 2010

## II. SUBMITTING A CLAIM

1. To obtain your Settlement share, you must complete, sign and mail this Claim Form postmarked by no later than July 13, 2010.
2. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator until such time as you receive payment under the Settlement.
3. If you are submitting this Claim Form on behalf of a Class Member who has passed away or become incapacitated, please provide details about the death or capacity for which you are submitting this Claim Form on separate sheets and include them with this completed Claim Form.

## III. CHALLENGING YOUR EMPLOYMENT DATA

If you believe the employment dates listed in Section I above are incorrect, you may challenge the data by submitting a written statement along with this signed Claim Form by the claim filing deadline, July 13, 2010. Any challenge should include documentary evidence and/or a statement that supports your claim. Your challenge will not be reviewed without such statement or evidence. By submitting a challenge, you authorize the Claims Administrator to review the Bank's records and make a determination based on the Bank's records and the records/statement and evidence you submit. This determination may increase or decrease the amount of your Settlement share. Such determinations are final and binding, with no opportunity for further appeal.

## IV. SWORN TESTIMONY FOR CLAIM

I declare as follows:

1. I received the Notice of Settlement of Class Action, Proposed Settlement, and Hearing Date for Court Approval ("Notice of Settlement") in this Action and I wish to receive my share of the proposed Settlement.
2. During all or part of the period commencing October 1, 2003 and February 10, 2010, I was employed by Bank of America, N.A. as a Mortgage Loan Officer or Mortgage Loan Associate.
3. **FLSA Consent to Join:** I hereby consent, agree, and opt in to become a plaintiff herein and agree to be bound by any adjudication of this Action by the Court. I further agree to be bound by the collective action Settlement herein approved by my attorneys and approved by this Court as fair, adequate, and reasonable, including the release of claims set forth below. I hereby designate the law offices of Goldstein, Demchak, Baller, Borgen & Dardarian, Clark & Markham, Initiative Legal Group, Law Office of Scott A. Miller, P.C., Cohelan, Khoury & Singer, United Employees Law Group, Law Office of Steven L. Miller, P.C., The Carter Law Firm, Quintilone & Associates, Hoffman & Lazear, Mehri & Skalet, PLLC, Major Khan LLC, The Cooper Law Firm, and Thierman Law Firm, P.C. to represent me in this Action.
4. **Release**  
My signature constitutes a full and complete release of the "Class Members' Released Parties" (defined below) from the "Class Members' Released Claims" (as defined below)

The term "Class Members' Released Parties" means Defendants Bank of America, National Association, any qualified or non-qualified "employee benefit plan" (as defined under Section 3(3) of ERISA, whether or not subject to ERISA) and any other employee benefit plan, program, or arrangement sponsored by Bank of America Corporation or any predecessor, successor or affiliate of Bank of America Corporation, including but not limited to the Bank of America Pension Plan and the Bank of America 401(k) Plan (the "Benefit Plans"), the Bank of America Corporation Corporate Benefits Committee (including individual members thereof), and all of their respective former and present parents (including Bank of America Corporation), subsidiaries, and affiliated corporations and its officers, directors, employees, partners, shareholders, agents, trustees, plan administrators, and any other successors, assigns, or legal representatives.

The term "Class Members' Released Claims" means any and all applicable Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") and other federal and California state law wage-and-hour and ERISA claims, rights, demands, liabilities and cause of action of every nature and description, whether known or unknown, arising during the "Class Members' Released Period" (as defined below), including without limitation statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended in August 2004, California Labor Code sections 2699, 2699.3, and 2699.5 ("PAGA")), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of

allegations: (a) any and all claims against the Bank related to allegations of having been misclassified as exempt from federal and California overtime and other laws; (b) any and all claims of unpaid wages, including overtime, minimum wage, meal or rest period payments, and improper deductions from wages; (c) any and all claims for untimely payment of wages; (d) any and all claims for unreimbursed business expenses; (e) any and all claims for breaches of fiduciary duties under ERISA that are derivative of the claims raised in this Action in connection with the Benefit Plans; (f) any and all claims for penalties, including those for improper wage statements or inaccurate or incomplete record-keeping, waiting time penalties, PAGA penalties, or any other statutory or civil penalties under California law; and (g) any and all claims of unfair competition or other violation of California Business & Professions Code section 17200, *et seq.* predicated on the allegations set forth above.

The term "Class Members' Released Period" means: (a) as to all non-ERISA-related claims, the period from October 1, 2003 through the date on which the Court grants final approval of the Settlement, and (b) as to all ERISA-related claims, the period from October 1, 2001 through the date on which the Court grants final approval of the Settlement.

I understand that my signature below also fully, finally, and forever settles, compromises, and discharges all of the Released Claims, which were or could have been asserted in this Action against the Bank, whether known or unknown, liquidated or unliquidated. As a consequence, I may hereafter discover facts in addition to or different from those which I know or believe to be true with respect to the subject matter of the Released Claims, and I, upon the Settlement Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Specifically, I will be deemed to have waived all rights and benefits afforded by Section 1542 of the Civil Code of the State of California as it applies to the Released Claims. Section 1542 provides: "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." I acknowledge that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

**5. TAX CERTIFICATION**

I understand a portion of the money I receive from this Settlement will constitute wages that will be subject to IRS Form W-2 reporting, and that a portion will constitute a payment that will be subject to IRS Form 1099 reporting. With respect to the amounts reported under IRS Form 1099, I understand that I solely will be responsible for appropriately reporting this amount on my personal tax return for the corresponding year.

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.  
(date) (city) (state)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name