

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

If you have or had a consumer deposit account with Bank of America and you paid overdraft fees on debit card transactions made with Lyft, Grubhub, Gett, Eatstreet, PicMonkey, Neighborfavor, AMI Entertainment Network, Seamless, Doordash, Postmates, or Eat24 at any time between January 1, 2012 and April 6, 2017 that were classified as recurring charges, you could receive a payment from a class action settlement.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached in a class action lawsuit concerning whether certain people may have been charged overdraft fees on debit card transactions made with Lyft, Inc., Grubhub, Inc., Gett, Inc., Eatstreet, Inc., PicMonkey LLC, Neighborfavor, Inc., AMI Entertainment Network, LLC, Seamless Web Professional Solutions LLC, Doordash, Inc., Postmates Inc., and Eat24Hours.com, Inc. (collectively, the “Merchants”) at any time between January 1, 2012 and April 6, 2017, as a result of a transaction coding error made by a Merchant and/or the Merchant’s agents.
- If this Notice is addressed to you, then Bank of America’s records indicate that you may have paid overdraft fees on debit card transactions made with the Merchants that were not a payment for periodic subscription services and were coded (or classified) as “recurring” transactions by the Merchants, at any time between January 1, 2012 and April 6, 2017.
- If this Notice is addressed to you, then your legal rights will be affected whether you act or do not act. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you choose to do nothing, you will remain in the Settlement and will receive a Settlement payment. However, you will give up your rights to be part of any other lawsuit or legal proceeding about the claims made in this case and released by the Settlement.
EXCLUDE YOURSELF DUE DATE: DECEMBER 20, 2019	You can choose to exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will not be bound by the Release, and you will not receive a Settlement payment. This is the only option that allows you to be part of any other lawsuit or legal proceeding about the claims made in this case and released by the Settlement. If you exclude yourself from the Settlement, you will not be able to object to the Settlement.
OBJECT DUE DATE: DECEMBER 20, 2019	Write to the Court about why you do not like the Settlement. You can object to the Settlement only if you have not excluded yourself from the Settlement.
GO TO A HEARING ON JANUARY 29, 2020	Speak in Court about the fairness of the Settlement. If you submit a written objection to the Court, and you also would like to appear at a Court hearing to speak about why you do not like the Settlement, you may indicate your intention to speak in your written objection, and you may appear at a Court hearing where the Judge will decide whether the Settlement is fair.

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BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized the mailing of this Notice to inform you about the proposed Settlement and your rights and options prior to the time when the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible for those benefits, and how to acquire them.

The case is known as *Owens, et al. v. Bank of America, N.A., et al.*, Case No. 1:19-cv-20614-MGC (the “Action”). The Hon. Marcia G. Cooke of the United States District Court for the Southern District of Florida is overseeing this class action. The persons who filed this lawsuit are called the Plaintiffs, and the entities they sued, Bank of America Corporation and Bank of America, N.A., are called the “Defendants.”

2. What is this lawsuit about?

The Plaintiffs alleged that people with consumer deposit bank accounts with Bank of America were mistakenly charged overdraft fees on debit card transactions made with the Merchants. The Plaintiffs claimed that this conduct breached Bank of America’s account agreement with customers. The Defendants deny these and all other claims made in the Action. By entering into the Settlement, the Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called the Settlement Class Representative(s), sue on behalf of all people who have similar claims. Together all of these people are called a Settlement Class or Settlement Class Members. One court resolves all of the issues for all Settlement Class Members, except for those persons who exclude themselves from the Settlement Class. If this Notice is addressed to you, then you are in the Settlement Class.

4. Why is there a Settlement?

The Settlement Class Representatives and the Defendants do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of either the Settlement Class Representatives or the Defendants. Instead, the Settlement Class Representatives and the Defendants have agreed to settle the Action. The Settlement Class Representatives and their lawyers believe the Settlement is in the best interest of all Settlement Class Members because of the risks associated with continued litigation, the prolonged nature of litigation, and the defenses raised by the Defendants. The Defendants deny that they did anything wrong and believe that their defenses to the claims would succeed, but Defendants nevertheless have agreed to settle this Action to avoid the burden, expense, risk, and uncertainty of continuing the litigation.

WHO IS INCLUDED IN THE SETTLEMENT

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

This Notice is addressed to you because Defendants’ records indicate that you are in the Settlement Class. You are included in the Settlement Class if you hold or held a consumer deposit (bank) account with Bank of America, and were charged (and not refunded or credited) overdraft fees on debit card transactions made with the Merchants that were not a payment for periodic subscription services and were coded (or classified) as “recurring” transactions by the Merchants, at any time between January 1, 2012 and April 6, 2017.

6. What does the Settlement provide?

The Defendants have agreed to pay a Settlement Amount of four million nine-hundred fifty thousand dollars and no cents (\$4,950,000.00). The Settlement Amount will be distributed to Settlement Class Members after deducting the cost of settlement administration expenses and taxes, any court-approved attorneys’ fees and expenses and any service payments made to the Settlement Class Representatives.

THE SETTLEMENT BENEFITS

7. What can I obtain from the Settlement?

Your share of the Settlement Amount will depend on, among other things: (i) the number of overdraft fees that you paid; (ii) the amount of settlement administration expenses, including the costs of notice; (iii) the amount awarded by the Court for attorneys' fees and costs and as service payments to the Settlement Class Representatives; and (iv) the number of persons who exclude themselves from the Class.

Attorneys for the Settlement Class *estimate* that you will receive approximately \$17.67 for each overdraft fee you were charged (and not refunded or credited) as a result of a transaction involving any of the Merchants (this estimate is based on the following assumptions: that there will be \$110,709 in Settlement Administration expenses, \$17,500 in court-approved Service Payments, \$1,650,000 in court-approved attorneys' fees and expenses, and that the Settlement Class Members were collectively charged 179,496 separate overdraft fees as a result of a transaction with any of the Merchants).

8. How and when will I receive a Settlement payment?

If the Settlement is approved and becomes effective, you will receive a Settlement payment in one of two ways within 60 days of the date that the Settlement becomes effective. (1) If the consumer deposit bank account that was assessed the relevant overdraft fee(s) is still open, you will automatically receive a direct deposit to that Bank of America account. (2) If the account that was assessed the relevant overdraft fee(s) is no longer open, you will automatically receive a check that will be mailed to the same address as this Notice. If you move before you receive your Settlement payment, please notify the Settlement Administrator in writing (at the address below) of your new address.

9. What am I giving up in exchange for a Settlement payment or to stay in the Class?

If you are in the Settlement Class and you do not exclude yourself, you are choosing to remain in the Class and receive a payment. If the Settlement is approved and becomes effective, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants and the Released Parties about the legal issues released by the Settlement.

The specific rights you are giving up are called Released Claims (*see* Question 11).

10. Who are the Released Parties?

The Released Parties are Bank of America Corporation, Bank of America, N.A., the Merchants, and each of their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third-party suppliers and vendors.

11. What are the Released Claims?

The Released Claims are any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, including without limitation those known or unknown, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, as of the date the Settlement becomes effective that: (a) was or could have been asserted in the Complaint; (b) arises out of, or relates to, or is in connection with Defendants' assessment of overdraft fees on one-time, non-recurring debit card transactions with any of the Merchants; or (c) arises out of or relates to the administration of the Settlement.

The Release included in the Settlement Agreement is attached as an addendum to this Notice. Further detail and information is included in the Settlement Agreement, which is available at www.nonrecurringoverdraftsettlement.com.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Robert Ahdoot of Ahdoot & Wolfson, PC and Frank Hedin of Hedin Hall LLP, as Settlement Class Counsel to represent Settlement Class Members for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

13. How will the lawyers be paid?

On or before **November 29, 2019**, Settlement Class Counsel will file a motion asking the Court to award them attorneys' fees and for reimbursement of expenses to be paid out of the \$4.95 million Settlement Amount. The total amount of attorneys' fees to be sought by the attorneys in this case will not exceed one-third (1/3) of the \$4.95 million Settlement Amount (*i.e.* \$1.65 million). If awarded, these amounts will be deducted from the Settlement Amount before making payments to Settlement Class Members. Any amounts awarded by the Court will come out of the Settlement Amount.

THE SETTLEMENT CLASS REPRESENTATIVES

14. How will the Settlement Class Representatives be paid?

On or before **November 29, 2019**, Settlement Class Counsel will file a motion asking the Court to approve a \$2,500 service payment to each of the seven (7) Settlement Class Representatives. If awarded, this amount will be deducted from the Settlement Amount before making payments to Settlement Class Members. Any amounts awarded by the Court will come out of the Settlement Amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

If you are in the Settlement Class and want to keep any right you may have to sue or continue to sue the Defendants or the Released Parties on your own based on the claims raised in this Action or released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement. If you do not opt out of the Settlement in a timely manner, your claims raised in this Action will be forever barred.

To opt out of the Settlement, you must either (a) complete and submit the online form available at www.nonrecurringoverdraftsettlement.com or (b) send the Settlement Administrator a notice of intention to opt out that is signed by everyone named on your account.

If you choose to send the Settlement Administrator your notice of intention to opt out, as opposed to submitting the online form, the notice must clearly indicate your intent not to participate in the Settlement, for example, by containing the words "opt out," "exclusion," or words to that effect. The notice also must include your name, address and telephone number. If there is more than one account holder on your Bank of America consumer deposit account, all account holders must sign the notice for the opt-out to be effective. You may not opt out any other person (including any group, aggregate, or class) from the Settlement. Mail your notice to the Settlement Administrator at the address below, postmarked no later than **December 20, 2019**:

Owens v. BOA Settlement Administrator
P.O. Box 43209
Providence, RI 02940-3209

Although you can submit an opt-out online at www.nonrecurringoverdraftsettlement.com, you cannot exclude yourself by telephone or by e-mail.

16. If I exclude myself, can I still obtain a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You will receive a Settlement payment only if you stay in the Settlement.

17. 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 to sue the Defendants or the Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or to participate in any other lawsuit against Defendants or the Released Parties that involve Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement, the request for an award of attorneys' fees and expenses to Settlement Class Counsel, and/or the request for service payments to the Settlement Class Representatives?

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement, the request for an award of attorneys' fees and expenses and/or the request for service payments to the Settlement Class Representatives. You can provide reasons why you think the Court should not approve the Settlement, the request for attorneys' fees and expenses, and/or the request for service payments. To object, you must mail a written objection and file it with the Clerk of the Court, stating your objection and the grounds on which it is based. Be sure to include: (a) your name, address, telephone number, and signature; (b) a detailed statement of your specific objection(s); (c) the grounds for your objection(s); (d) documents establishing or providing information sufficient to confirm your membership in the Settlement Class; (e) copies of any documents you wish the Court to consider; and (f) if you are represented by counsel concerning your objection(s), the name of your counsel and identification of each instance in which you or your counsel has objected to a class action settlement in the past five (5) years. You must mail copies of the objection to **ALL** the addresses listed below, postmarked on or before **December 20, 2019**:

Clerk of the Court United States District Court Southern District of Florida 400 North Miami Avenue Miami, FL 33128	Robert Ahdoot Ahdoot & Wolfson, PC c/o Owens v. BOA Settlement Administrator P.O. Box 43209 Providence, RI 02940-3209
David L. Permut Goodwin Procter LLP 1900 N Street, N.W. Washington, DC 20036	Frank S. Hedin Hedin Hall LLP c/o Owens v. BOA Settlement Administrator P.O. Box 43209 Providence, RI 02940-3209

19. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not opt out). If you opt out of the Settlement, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **January 29, 2020 at 11:00 a.m.** before The Honorable Marcia G. Cooke, United States District Judge for the Southern District of Florida, United States Courthouse, 400 North Miami Avenue, Room 11-2, Miami, FL 33128.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court also may decide how much to award Settlement Class Counsel for attorneys' fees and expenses, and whether to make service payments to the Settlement Class Representatives.

21. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

22. May I attend the Final Approval Hearing?

Yes. If you wish to, you may attend the Final Approval Hearing, and if you desire, ask the Court for permission to speak. If you intend to object, then you must indicate your intention to speak at the Final Approval Hearing in your written objection (see Question 18). Your objection must state that it is your intention to attend the Final Approval Hearing, and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. If you do not intend to object and wish to speak at the Final Approval Hearing, you may attend the Final Approval Hearing and ask the Court for permission to speak.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

You will receive a Settlement Payment, if you are a Settlement Class Member and do nothing, provided that the Court approves the Settlement and it becomes effective. You also will give up rights explained in Questions 9, 10, and 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.nonrecurringoverdraftsettlement.com, or by calling 1-866-477-1982, or by writing to *Owens v. BOA* Settlement Administrator, P.O. Box 43209, Providence, RI 02940-3209, or sending an email to info@nonrecurringoverdraftsettlement.com. Publicly-filed documents also can be obtained by visiting the office of the Clerk of the United States District Court for the Southern District of Florida or reviewing the Court's online docket.

If you have questions, you may contact Settlement Class Counsel at info@nonrecurringoverdraftsettlement.com or by writing to:

Robert Ahdoot
Ahdoot & Wolfson, PC
c/o *Owens v. BOA* Settlement Administrator
P.O. Box 43209
Providence, RI 02940-3209

Frank S. Hedin
Hedin Hall LLP
c/o *Owens v. BOA* Settlement Administrator
P.O. Box 43209
Providence, RI 02940-3209

Please do not contact the Court regarding this Notice. The Court cannot answer any questions.

**ADDENDUM TO THE NOTICE OF CLASS ACTION SETTLEMENT
OWENS ET AL. v. BANK OF AMERICA, ET AL., CASE NO. 1:19-cv-20614-MGC**

**EXCERPT FROM THE SETTLEMENT AGREEMENT; THE ENTIRE AGREEMENT IS AVAILABLE AT
WWW.NONRECURRINGOVERDRAFTSETTLEMENT.COM.**

A. Plaintiffs and the Settlement Class Members provide the following releases:

109. Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, Settlement Class Representatives and each Settlement Class Member, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, will be deemed to have completely released and forever discharged Bank of America Corporation, Bank of America, N.A., the Merchants, and each of their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, shareholders, agents, assigns, and third party suppliers and vendors (collectively, the “Released Parties”), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, including without limitation those known or unknown, from the beginning of the world until today, that arises out of common law, state law, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated (collectively, “Claims”), as of the date of the Preliminary Approval Order that: (a) was or could have been asserted in the Complaint; and (b) arises out of, or relates to, or is in connection with Defendants’ assessment of overdraft fees on one-time, non-recurring debit card transactions with any of the Merchants; or (c) arises out of or relates to the administration of the Settlement (the “Released Claims”). Notwithstanding any language herein, the Released Claims do not include any Claims that arise out of the assessment of an overdraft fee by Defendants on any transaction other than a non-recurring debit card transaction with any of the Merchants.

110. Without limiting the foregoing, the Released Claims specifically extend to claims that arise out of or relate to the assessment of overdraft fees on one-time, non-recurring debit card transactions with any of the Merchants that the Settlement Class Representatives and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases therein, becomes effective. This paragraph constitutes a waiver by the Settlement Class Representatives, and shall be deemed to be a waiver by all Settlement Class Members, of California Civil Code Section 1542 and any other similar statutes, laws, or legal principles of any state. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER
WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

111. Settlement Class Representatives understand and acknowledge, and all Settlement Class Members shall be deemed to understand and acknowledge, the significance of the waiver of California Civil Code Section 1542 and any other applicable law relating to the limitations on releases. In connection with such waiver and relinquishment, Settlement Class Representatives acknowledge, on behalf of themselves and all Settlement Class Members, that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, and finally, and forever, all Released Claims, and in furtherance of such intention, the release of the Released Claims provided to the Released Parties will be and remain in effect notwithstanding the discovery or existence of any additional or different facts. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now 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.

112. Settlement Class Representatives and the Settlement Class Members covenant not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any Released Claims against any Released Parties.

(Words or phrases that are capitalized in the excerpt above, and not defined in these paragraphs, are defined in the full copy of the Settlement Agreement available at www.nonrecurringoverdraftsettlement.com)