

Michael Echevarria, et al. v. Bank of America Corporation, et al.,
Case No. 17-CV-8026
United States District Court for the Southern District of New York

If You Had a Bank of America Credit Card and Your Debts Were Discharged in a Chapter 7 Bankruptcy, You Could Get Money from a Class Action Settlement.

- This Notice will explain what the class action is about, what the Settlement will be if it is approved by the United States District Court for the Southern District of New York (the “District Court”), how you qualify to submit a Claim for a cash award, and what to do if you want to (i) submit a Claim, (ii) object to the Settlement, or (iii) not participate in the Settlement and instead “opt out” of the class action. These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The District Court still has to decide whether to approve the Settlement. Payments will be distributed if the District Court approves the Settlement and after appeals, if any, are resolved in favor of the Settlement. Please be patient.
- **Your legal rights may be affected whether you act or don’t act. Read this Notice carefully because it explains decisions you must make and actions you must take now.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You get no payment. You give up your rights.
SUBMIT A CLAIM FORM	This is the only way to get a payment. The Claim Form, which is attached to this Notice and can be found at www.EchevarriaSettlement.com , must be completed and postmarked, or submitted online at www.EchevarriaSettlement.com, on or before 11:59 p.m. on January 30, 2018 , subject to the qualifications and requirements addressed below.
EXCLUDE YOURSELF	You get no payment under the Settlement. This is the only choice that will allow you to sue Defendants on your own about the claims discussed in this Notice. A written request to exclude yourself must be postmarked, or submitted online at www.EchevarriaSettlement.com, on or before January 30, 2018 .
OBJECT TO THE SETTLEMENT	You can write to the Court about why you do not agree with any aspect of the Settlement. An objection must be in writing and filed on or before January 30, 2018 .
GO TO A HEARING	You can ask to speak to the Court about the “fairness” of the Settlement, after you submit your objection. A Notice of Intention to Appear must be in writing, filed, and postmarked on or before January 30, 2018 <u>in addition to</u> submitting a timely objection.

WHAT THIS NOTICE CONTAINS

PART I: WHY YOU HAVE RECEIVED THIS NOTICE.....	3
1. WHY DID I RECEIVE THIS NOTICE?.....	3
2. WHAT IS THIS LAWSUIT ABOUT?.....	3
3. WHY DID THIS LAWSUIT SETTLE?.....	3
4. WHY IS THIS A “CLASS ACTION”?.....	3
PART II: DESCRIPTION OF THE SETTLEMENT CLASS.....	4
5. AM I A MEMBER OF THE SETTLEMENT CLASS?.....	4
6. ARE THERE EXCEPTIONS TO BEING INCLUDED?.....	4
7. I’M STILL NOT SURE IF I’M INCLUDED.....	4
PART III: DECISIONS YOU MUST MAKE NOW.....	4
8. WHAT DO I NEED TO DO NOW?.....	4
9. WHAT IF I DO NOTHING?.....	4
PART IV: SETTLEMENT BENEFITS—WHAT YOU CAN GET.....	5
10. WHAT DOES THE SETTLEMENT PROVIDE?.....	5
11. WHAT CAN I GET FROM THE SETTLEMENT?.....	5
12. HOW CAN I MAKE A CLAIM?.....	6
13. WHAT IS THE CLAIM PROCESS?.....	6
14. WHEN WILL I GET MY PAYMENT, IF ANY?.....	6
PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS.....	6
15. DO I HAVE A LAWYER IN THIS CASE?.....	6
16. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVES IN THESE ACTIONS BE PAID? ...	7
PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT.....	7
17. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?.....	7
18. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE CLASS?.....	7
19. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANTS LATER?.....	7
20. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT CLASS?.....	7
21. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS?.....	8
PART VII: OBJECTING TO THE SETTLEMENT.....	8
22. HOW CAN I OBJECT TO THE PROPOSED SETTLEMENT?.....	8
23. WHAT IS THE DIFFERENCE BETWEEN “OBJECTING” AND “EXCLUDING”?.....	8
PART VIII: THE COURT’S FINAL APPROVAL HEARING.....	9
24. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?.....	9
25. DO I HAVE TO COME TO THE HEARING?.....	9
26. MAY I SPEAK AT THE FINAL APPROVAL HEARING?.....	9
27. WHAT DO I HAVE TO DO TO SPEAK AT THE FINAL APPROVAL HEARING?.....	9
PART IX: GETTING ADDITIONAL INFORMATION.....	9
28. HOW DO I GET MORE INFORMATION?.....	9

PART I: WHY YOU HAVE RECEIVED THIS NOTICE

1. WHY DID I RECEIVE THIS NOTICE?

A Bankruptcy Court authorized this Notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Michael Echevarria, et al. v. Bank of America Corporation, et al.*, Case No. 17-CV-8026, and about all of your options, before the District Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Courts in charge of this case are the United States District Court for the Southern District of New York and the United States Bankruptcy Court for the Southern District of New York. The people who sued are called the “Plaintiffs,” and Bank of America Corporation, FIA Card Services, N.A. (the “Bank”), and Bank of America, N.A. (“BANA”) are the “Defendants.”

The essential terms of the Settlement are summarized below. The Settlement Agreement sets forth in greater detail the rights and obligations of the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit alleges that Defendants failed to update credit reporting information for Credit Card Accounts sold to third parties where the accountholder’s debts were discharged in Chapter 7 bankruptcy after they were sold. As a result, the tradelines continued to reflect that the debts were sold, charged off, and \$0 balance, and did not indicate that the debts were included in bankruptcy.

Based on these allegations, Plaintiffs claim that Defendants’ tradeline reporting practices have harmed consumers by adversely affecting their ability to get credit and their credit scores. Plaintiffs also allege that Defendants’ tradeline reporting practices have pressured some consumers into paying those discharged debts because they feared that not doing so would negatively impact the perception of their creditworthiness to prospective creditors and employers.

Defendants deny any and all allegations of wrongdoing and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged in this lawsuit or in any similar action. Defendants deny that they attempted to collect discharged debts or otherwise violated bankruptcy discharge injunctions.

For more detailed information as to Plaintiffs’ allegations, you may review a copy of Plaintiffs’ Complaint at www.EchevarriaSettlement.com. You also may request from the Settlement Administrator a copy of the Complaint.

3. WHY DID THIS LAWSUIT SETTLE?

Plaintiffs have agreed to a settlement of this Action after considering, among other things (1) the substantial benefits to Plaintiffs and the proposed Class under the terms of the Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as these, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating the Settlement Agreement promptly in order to provide effective relief to Plaintiffs and the proposed Class.

The District Court has not decided whether Plaintiffs’ claims or Defendants’ defenses have any merit, and it will not do so if the proposed Settlement is approved. The proposed Settlement does not suggest that Defendants have or have not done anything wrong, or that the Plaintiffs and the proposed Class would or would not win their case if it were to trial.

4. WHY IS THIS A “CLASS ACTION”?

In a class action, one or more people, called “named plaintiffs” or “class representatives,” sue on behalf of people who have similar claims. All these people constitute the “class” or are “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class or are otherwise not part of the class.

PART II: DESCRIPTION OF THE SETTLEMENT CLASS

5. AM I A MEMBER OF THE SETTLEMENT CLASS?

With some limited exceptions, described below, the Settlement Class includes all individual borrowers who (i) maintained a Credit Card Account with BANA that was charged off by BANA and sold to a third-party Debt Buyer on or after January 1, 2008; and (ii) were discharged in Chapter 7 bankruptcy after such debt was sold to a third-party Debt Buyer but before October 1, 2015. According to Bank of America's records, you may be one of those individual borrowers.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

The Settlement Class does not include persons who timely and validly request exclusion from the Class or are employees of any Defendant.

7. I'M STILL NOT SURE IF I'M INCLUDED.

If you do not understand whether or not you are a Settlement Class Member, you can visit our website, www.EchevarriaSettlement.com, or you can contact Class Counsel.

PART III: DECISIONS YOU MUST MAKE NOW

8. WHAT DO I NEED TO DO NOW?

FIRST, you must decide now whether you wish to remain in the Settlement Class or to exclude yourself from the Settlement Class. If you want to be excluded from the Settlement Class, you must notify the Settlement Administrator as described below in Part VI **no later than January 30, 2018**. If you exclude yourself:

- You will **not** be eligible for payment under the Settlement.
- You will **not** be able to object to the proposed Settlement and to appear at the Final Approval Hearing.
- You will **not** be bound by any orders or judgments entered in this case, if the proposed Settlement is approved.

SECOND, if you remain in the Settlement Class, you may object to any part of the proposed Settlement by filing a written objection with the District Court as described below in Part VII. You must **file** your objection with the District Court **on or before January 30, 2018**.

Additionally, if you file an objection, you may also decide to appear and speak at the District Court's Final Approval Hearing regarding the Settlement of this lawsuit. If you wish to appear and speak at the District Court's Final Approval Hearing, you must have first submitted an objection (as described in Part VII) and, in addition, file and serve a Notice of Intention to Appear at the Final Approval Hearing that is **postmarked by January 30, 2018** as described in response to Question 27, below.

THIRD, if you remain a Settlement Class Member, you are eligible for certain automatic payments, and you also can complete and submit a Claim Form **postmarked no later than January 30, 2018**.

The Parties make no representations about the tax implications of any payments made in connection with the Settlement. You should seek your own tax advice prior to acting in response to this Notice.

9. WHAT IF I DO NOTHING?

If you do nothing, you will not get benefits from the Settlement, unless you are a BANA Post-Discharge Payor, as described in response to Question 11 below. Whether you complete a Claim Form or not, if you are a Settlement Class Member, you will be bound by the Settlement's release. You must complete and submit a Claim Form on or before the deadline, which is **January 30, 2018**, in order to be considered for payment under the Settlement.

Unless you exclude yourself from the Settlement Class, if the Settlement is approved, all of the Bankruptcy Court and District Court's orders will apply to you, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any Defendant in regard to the claims in this lawsuit, ever again, regardless of whether you submit a Claim Form.

PART IV: SETTLEMENT BENEFITS—WHAT YOU CAN GET

10. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Agreement provides that BANA will pay the following to resolve the case:

- (a) payments to Participating Claimants for timely, valid, and approved claims and to Class Representatives for Incentive Awards as ordered by the District Court in an amount not to exceed \$5,500,000;
- (b) claims administration costs, including, but not limited to, notice costs and escrow and banking fees and costs; and
- (c) payments to Class Counsel for attorneys' fees and litigation costs as ordered by the District Court in an amount not to exceed \$1,000,000, though Class Counsel may seek an award of additional fees and costs up to \$500,000, to be paid solely and only from the Settlement Fund, as further discussed in the response to Question 16 below.
- (d) BANA has also asked the three primary Credit Reporting Agencies (TransUnion, Equifax, and Experian) to delete or suppress the tradelines associated with the Class Members' Credit Card Accounts at issue.

If a Class Member identifies that BANA's tradeline for the Credit Card Account at issue continues to appear on his or her credit report, and provides notice to BANA's counsel that the tradeline has not yet been deleted, BANA will request again that the Credit Reporting Agencies delete the tradeline. If a Class Member requests reinstatement of the tradeline associated with the Credit Card Account at issue, BANA will request that the Credit Reporting Agencies reinstate it. Such requests must be made in writing, signed, mailed to BANA's counsel, and postmarked by **January 1, 2018**.

In return for the benefits in this Settlement, and if the Settlement is implemented, all Settlement Class Members will release Defendants from the claims discussed in the Agreement, and this Action will be dismissed with prejudice, among other terms.

11. WHAT CAN I GET FROM THE SETTLEMENT?

If you made a payment on your account after you received a bankruptcy discharge, you may be entitled to a **full refund** of that amount (subject to pro rata reduction in the unlikely event that such Claims exceed the Settlement Fund). In addition, all Class Members, whether or not they paid on a discharged account, may be entitled to receive a pro rata portion of the remaining Settlement Fund.

Three types of payments will be made under the Settlement. It is possible for you to receive all three types of payments to the extent you qualify for each type of payment.

Automatic Payments to BANA Post-Discharge Payors: If you made a payment(s) to the Bank or BANA on your Credit Card Account after it was sold to a Debt Buyer and after you received a Chapter 7 bankruptcy discharge (a "post-discharge payment"), you will receive an automatic payment in the amount of the **last** payment you made. You do not need to do anything to claim this payment. A check will be sent to you automatically, made payable jointly to you and all co-borrowers (if any) on your account. If you made **more than one** post-discharge payment to the Bank or BANA, you may submit a Reimbursement Claim, described below, to receive those other payments.

Whether or not you paid on a discharged debt, you may also submit a Claim to receive one or both of the following types of payments.

Reimbursement Claim: If you made a payment(s) on your Credit Card Account after you received a Chapter 7 bankruptcy discharge (a "post-discharge payment"), then you may receive a cash payment up to the full amount of your post-discharge payment(s) (subject to pro rata reduction in the unlikely event that such Claims exceed the Settlement Fund). To receive this payment, you must fully complete, sign, and mail the Reimbursement Claim Form. **You must also submit documentation supporting the Claim in the form of cancelled checks, account statements, or similar proof and swear that the documentation you provide is original or a true and correct copy. If you do not complete and submit the Reimbursement Claim Form with accompanying documentation, you will not receive a Reimbursement Claim payment under the Settlement (though you may still receive an automatic payment as described above).**

Distribution Claim: To receive a Distribution Claim payment, you must submit a Claim affirming that you fit the definition of a Class Member, that you have read the representations in the Claim Form, including the reasons the credit reporting may have harmed the Class, and that you believe you are entitled to monetary compensation. You must fully complete, sign, and mail the Distribution Claim Form. The amount that you may ultimately receive will

depend, among other things, on payments made to other claimants. Eligible claimants for a Distribution Claim payment will receive a pro rata share of the remaining funds in the payment fund after payment of other claimants. **If you do not complete and submit the Distribution Claim Form, you will not receive a Distribution Claim payment under the Settlement. You do not need to submit any supporting documentation in order to be eligible for a Distribution Claim payment.**

12. HOW CAN I MAKE A CLAIM?

To receive a payment under the Settlement, you must send in a Claim Form, which is attached to this Notice. You may also obtain or submit a Claim Form online by visiting www.EchevarriaSettlement.com or by calling toll-free **(844) 319 9617**. Please read the instructions and certification carefully, fill out the forms completely and accurately, and submit the forms and any documents, as applicable. Claim Forms must be **postmarked no later than January 30, 2018**.

**Echevarria v. Bank of America, et al. Settlement Administrator
PO Box 3145
Portland, OR 97208-3145**

You must complete the entire Claim Form and submit any required documentation when first submitting the Claim Form. Failure to do so may result in the denial of your Claim, which means that you will receive no cash payment from this Settlement.

13. WHAT IS THE CLAIM PROCESS?

You will be eligible for payment provided that you are a Settlement Class Member and you complete and timely submit the Claim Form, with any additional documentation as applicable, to the Settlement Administrator. **Claim Forms must be sent to the Settlement Administrator, postmarked no later than January 30, 2018 or submitted online pursuant to the instructions at www.EchevarriaSettlement.com, by 11:59 p.m. on January 30, 2018.**

Failure to complete and submit the Claim Form and/or inability to timely comply with requests from the Settlement Administrator will result in disqualification of your Claim Form, and you will be ineligible to receive a cash payment from the Settlement.

Shortly after receiving your Claim Form, the Settlement Administrator will review and assess it. If a Claim Form is valid, timely, completed, including any necessary documentation as applicable, and approved, the Settlement Administrator will pay that Participating Claimant in accordance with the terms of the Settlement Agreement. If a Claim Form is deficient, the Settlement Administrator will reject the Claim Form, and you will be notified.

14. WHEN WILL I GET MY PAYMENT, IF ANY?

Payments to Class Members who file eligible claims will be made only after the District Court grants Final Approval to the Settlement and after any appeals are resolved. (See Part VIII, "The Court's Final Approval Hearing," below). If there are appeals, resolving them can take time. Finally, there remains a possibility that this Settlement may be terminated for other reasons. Please be patient.

You may visit www.EchevarriaSettlement.com for updates on the progress of the Settlement.

PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

15. DO I HAVE A LAWYER IN THIS CASE?

The Bankruptcy Court has designated attorneys at the law firms of **Boies Schiller Flexner LLP** and **Charles Juntikka & Associates** to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." **Class Counsel will apply to the District Court for payment from the Settlement Fund. You will not otherwise be charged for the services of Class Counsel.**

You may contact Class Counsel about this lawsuit and proposed Settlement as follows:

BOIES SCHILLER FLEXNER LLP
George Carpinello
30 South Pearl Street
Albany, NY 12207
Telephone: (518) 434-0600

CHARLES JUNTIKKA & ASSOCIATES
Charles Juntikka
30 Vesey St., Suite 100
New York, NY 10007
Telephone: (212) 315-3755

Visit www.EchevarriaSettlement.com

Call Toll-Free (844) 319-9617

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the District Court without a lawyer.

16. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVES IN THESE ACTIONS BE PAID?

Class Counsel have prosecuted this case on a contingent-fee basis and have not been paid anything to date for their services. Class Counsel will make an application to the District Court for an award of attorneys' fees, plus reimbursement of litigation costs, which shall be the sole aggregate compensation from Defendants for all attorneys representing Plaintiffs and the Settlement Class.

Defendants have agreed to make a payment to Class Counsel for attorneys' fees and litigation costs as ordered by the District Court in an amount not to exceed \$1,000,000. Class Counsel may ask for and the District Court, in its discretion, may award additional fees and costs to Class Counsel, to be paid solely and only from the Settlement Fund, in an amount no greater than \$500,000. Any fees awarded to Class Counsel to be paid from the Settlement Fund shall be paid first and prior to determining distribution to the Settlement Class Members.

PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own with regard to the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself or "opting out" of the Class.

17. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?

If you want to be excluded from the Class, you must notify the Settlement Administrator. To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator a written request that includes the case name (*Echevarria, et al. v. Bank of America Corp., et al.*), your name and address, and a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." The request also must be personally signed by you (the person requesting exclusion). Your exclusion request must be **postmarked** no later than **January 30, 2018**. Send your exclusion request to the following address:

**Echevarria v. Bank of America, et al. Settlement Administrator
PO Box 3145
Portland, OR 97208-3145**

18. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE CLASS?

If you request exclusion from the Class, then:

- You will **not** be eligible for payment under the proposed Settlement;
- You will **not** be allowed to object to the terms of the proposed Settlement; and
- You will **not** be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

However, if your request for exclusion is late or deficient, you will still be considered a part of the Settlement Class, you will be bound by the Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

19. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS LATER?

No. If the District Court approves the proposed Settlement and you do not exclude yourself from the Settlement Class, you release (give up) all claims released in the Claim Form.

20. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions, orders, and judgments by the Bankruptcy Court and the District Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing the Defendants and the Released Parties from all of the claims described and identified in Section 10 of the Settlement Agreement. The Settlement Agreement is available at www.EchevarriaSettlement.com and provides more detail regarding the Release and describes the Released Claims with specific descriptions.

21. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS?

No. If you remain a member of the Settlement Class and the Settlement is finally approved, you will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendants if those claims are included among those released in the Settlement.

As part of this Settlement, the Bankruptcy Court has preliminarily enjoined all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from maintaining, commencing, prosecuting, or pursuing any Released Claim as Class Members or otherwise against Defendants (or against any of their related parties or affiliates).

Upon final approval of the Settlement, Plaintiffs and Defendants will ask the District Court to enter a permanent injunction enjoining all Settlement Class Members and/or their representatives and/or personnel from engaging in the activities described above. All Settlement Class Members will be bound by this permanent injunction.

PART VII: OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

22. HOW CAN I OBJECT TO THE PROPOSED SETTLEMENT?

If you choose to remain a Settlement Class Member, you have a right to object to any parts of the proposed Settlement. The District Court will consider your views.

Your written objection must include the following:

- (1) *Echevarria, et al. v. Bank of America Corp., et al.*, Case No. 17-CV-8026
- (2) your name;
- (3) your address;
- (4) your telephone number;
- (5) if you are represented by counsel, the name, address, and telephone number of your counsel;
- (6) a written statement of the basis for your objection(s); and
- (7) a statement of whether you intend to appear and argue at the Final Approval Hearing, with or without counsel.

Your written objections must be **filed with the District Court no later than January 30, 2018:**

Clerk of the Court
United States District Court for the Southern District of New York
Federal Building and United States Courthouse
300 Quarropas Street
Courtroom 620
White Plains, NY 10601-4150

You must also mail your objection to Class Counsel and Defense Counsel, at their addresses specified in Section 19 of the Settlement Agreement.

If you file objections, but the District Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement.

23. WHAT IS THE DIFFERENCE BETWEEN “OBJECTING” AND “EXCLUDING”?

Objecting is simply a way of telling the District Court that you don't like something about the Settlement. You can only object if you stay in the Settlement Class.

If you object to the Settlement, you still remain a member of the Settlement Class, and you will still be eligible to submit a Claim Form. You will also be bound by any subsequent rulings in this case, and you will not be able to file or participate in any other lawsuit or proceeding based upon or relating to the claims, causes of action, facts, or circumstances of this case.

Excluding yourself is telling the District Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement or appear at the Final Approval Hearing because it no longer affects you.

Visit www.EchevarriaSettlement.com

Call Toll-Free (844) 319-9617

PART VIII: THE COURT'S FINAL APPROVAL HEARING

The District Court will hold a final hearing (called a Final Approval Hearing) to decide whether to finally approve the Settlement.

24. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On **March 2, 2018 at 11:00 a.m.**, the District Court will hold a Final Approval Hearing at the United States District Court for the Southern District of New York, before the Honorable Vincent L. Briccetti, in Courtroom 620, 300 Quarropas Street, White Plains, NY 10601-4150.

At the hearing, the Court will consider whether to grant final certification to the Settlement Class for settlement purposes, whether to approve the proposed Settlement as fair, reasonable and adequate, whether to award attorneys' fees and costs, whether to award the Class Representatives an award for their help, and consider related settlement issues. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

25. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the District Court may have at the Final Approval Hearing. But you are welcome to come at your own expense. Please note that the District Court has the right to change the date and/or time of the Final Approval Hearing without further notice. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

26. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

Yes, if you have filed an objection, you may ask the District Court for permission to speak at the hearing. To do so, you must submit an objection and also file a document called a "Notice of Intention to Appear" as described in response to Question 27, below.

27. WHAT DO I HAVE TO DO TO SPEAK AT THE FINAL APPROVAL HEARING?

If you are a member of the Settlement Class, and you (or your attorney) want to appear and speak at the Final Approval Hearing, you (or your attorney) must have submitted an objection and must file a **Notice of Intention to Appear at the Final Approval Hearing. Your Notice of Intention to Appear at the Final Approval Hearing, along with any papers, exhibits, or other evidence you intend to present, must be filed with the District Court at the address specified in Question 22, and served on Class Counsel and Defense Counsel (at their addresses specified in Section 19 of the Settlement Agreement) no later than January 30, 2018.**

If you file objections and appear at the Final Approval Hearing, but the District Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement.

PART IX: GETTING ADDITIONAL INFORMATION

28. HOW DO I GET MORE INFORMATION?

This Notice and the accompanying documents summarize the proposed Settlement. More details are contained in the Settlement Agreement. The full Settlement Agreement is on file with the Clerk of the Court and is also available at www.EchevarriaSettlement.com or by calling toll-free **(844) 319-9617**. For a more detailed statement of the matters involved in this case, you may review the Complaint and the other papers and Court orders on file in the Clerk's office at any time during normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time.

If you have questions after reading this Notice, you can visit www.EchevarriaSettlement.com to obtain additional information about the proposed Settlement and to request a Claim Form, or you may call toll-free **(844) 319-9617**, where responses to common questions are available and Claim Forms may be requested. You may also direct your questions about the Settlement to Class Counsel, whose names and addresses are listed in response to Question 15 of this Notice.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.

Dated: **November 22, 2017**

Clerk of the Court
United States Bankruptcy Court for the Southern
District of New York

Visit www.EchevarriaSettlement.com

Call Toll-Free **(844) 319-9617**