

If You Received a Consumer Account Communication From Bank of America Between 9:00 p.m. and 8:00 a.m., on or after April 22, 2020, You May be Entitled to Compensation

A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement¹ has been reached in a class action lawsuit about whether Bank of America, N.A. (“Bank of America”) sent consumer account communications between 9:00 p.m. and 8:00 a.m. in violation of the Florida Consumer Collection Practices Act (“FCCPA”). Bank of America denies the allegations and any wrongdoing. **The Court has not decided who is right.**
- The Settlement offers Claim Settlement Payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a Claim Settlement Payment. If the Court approves the Settlement and it becomes Final and effective, and you remain in the Settlement Class, you will receive a Claim Settlement Payment.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a Claim Settlement Payment if you fail to timely submit a completed Claim Form, and you will give up any right you may have to bring your own lawsuit against Bank of America about the claims. in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

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BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Fonseca v. Bank of America, N.A.*, Case No. 2023-018034-CA-01 and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Valerie R. Manno Schurr of the Circuit Court of Miami-Dade County, Florida 25 Division, is overseeing this case. The person who sued, Andrea Fonseca, is called the “Plaintiff.” Bank of America is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that Bank of America sent consumer account communications between 9:00 p.m. and 8:00 a.m. on or after April 22, 2020, in violation of the FCCPA and seeks actual and statutory damages under the FCCPA on behalf of the named Plaintiff and a class of all individuals in Florida.

Bank of America denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.electroniccommunicationsettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the Florida Consumer Collection Practices Act ?

The FCCPA is a Florida law that restricts certain conduct when communicating and attempting to collect consumer debts.

4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff Andrea Fonseca) sues on behalf of herself and other people with similar Claims.

All of the people who have Claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the class.

5. Why is there a Settlement?

The Court has not found in favor of either Plaintiff or Bank of America. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Bank of America denies all legal Claims in this case. Plaintiff and Plaintiff’s lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

6. Who is included in the Settlement?

The Settlement includes all persons who received a pre-recorded call and/or message on their cell phone from Bank of America. Specifically, the Settlement Class is defined as:

All Florida residents (1) who were sent a Communication² not known to be undeliverable (2) between 9:00 P.M. and 8:00 A.M. in the resident’s local Florida time zone, (3) by Bank of America³ or on Bank of America’s behalf (4) regarding a Consumer Account⁴, (5) where such Communication occurred on or between April 22, 2020 and the date of the Final Approval Order.

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as “Settlement Class Members.”

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.electroniccommunicationsettlement.com or call the toll-free number, 1-833-383-9050. You also may send questions to the Administrator at *Fonseca v. Bank of America, c/o Kroll Settlement Administration*, PO Box 5324, New York, NY 10150-5324.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Bank of America has agreed to make Claim Settlement Payments to the Settlement Class Members and pay for Notice and Administration Costs of the Settlement (the “Settlement Fund”). Defendant will pay \$500,000 (the “Settlement Fund”). Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator on a pro rata basis not to exceed \$500. Settlement Class Claimants will receive their Claim Settlement Payments via the method submitted on their Claim Form within 60 Days following the Effective Date.

9. How do I file a Claim?

If you qualify for a Claim Settlement Payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.electroniccommunicationsettlement.com, or request a Claim Form by calling the Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely.

You must submit a Claim Form by U.S. mail or through the Settlement Website, and it must be submitted or postmarked by **January 26, 2024**.

² “Communication” includes email, text/SMS, push alerts, and any other electronic notifications, including bill pay notifications and notifications sent via mobile or web application, concerning amounts owed to Bank of America or third parties.

³ “Bank of America” includes Bank of America, N.A., its parent, subsidiary, and affiliate companies.

⁴ “Consumer Account” includes any financial or other account, debt, or obligation, which accounts, debts, or obligations relate to or are primarily a consumer transaction (i.e., used for household, family, or personal purposes), including as applicable business and small business accounts to the extent used primarily for consumer purposes. This definition includes any account for which a natural person is obligated or allegedly obligated to pay any amount arising out of a consumer transaction.

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

10. When will I receive my Claim Settlement Payment?

Claim Settlement Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

Any Claim Settlement Payments will be made via the method you submitted on your Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and 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, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Fonseca v. Bank of America
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

The Request for Exclusion must contain the following information: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify email address or cellular telephone number that was sent a Communication by Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the action, such as “I hereby request that I be excluded from the proposed Settlement Class.”

Your Request for Exclusion must be postmarked no later than **December 12, 2023**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

12. If I do not 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 the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

13. What am I giving up to stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Bank of America about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.electroniccommunicationsettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

14. If I exclude myself, can I still get a Claim Settlement Payment?

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

JIBRAEL S. HINDI, ESQ.
Florida Bar No.: 118259
jibrael@jibraellaw.com
The Law Offices of Jibrael S. Hindi
110 SE 6th Street, Suite 1744
Fort Lauderdale, Florida 33301
Phone: 954-907-1136

MANUEL S. HIRALDO, ESQ.
Florida Bar No. 030380
mhiraldo@hirdolaw.com
Hiraldo P.A.
401 E Las Olas Blvd., Ste. 1400
Fort Lauderdale, FL 33301
Phone: 954-400-4713

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to \$150,000 for Attorneys’ Fees and Expenses incurred in the litigation. The Attorneys’ Fees and Expenses awarded by the Court will be paid separately from the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$3,500 to be paid separately from the Settlement Fund to the Class Representative for her service as representative on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name and case number;
- 2) Your full name, mailing address, e-mail, telephone number;
- 3) An explanation of the basis on which the objector claims to be a Settlement Class Member;

- 4) All grounds for the objection, accompanied by an legal support for the objection known to the objector or his counsel;
- 5) The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- 6) A copy of any orders related to or ruling on counsel’s or the counsel’s law firm’s prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years the objector’s counsel;
- 7) A statement confirming of whether you intend to appear and/or testify at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 8) The number of times in which your counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior objections that were issued by the trial and appellate courts in each listed case;
- 9) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- 10) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity
- 11) The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; and
- 12) The objector’s wet-ink/physical signature (an e-signature or attorney’s signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **December 12, 2023**.

Clerk of the Court	Class Counsel	Defendant’s Counsel
Miami-Dade County Clerk of Court 73 W. Flagler Street, Room 133 Miami, Florida 33130	Manuel Hiraldo Hiraldo P.A. 401 E Las Olas Blvd., Ste. 1400 Fort Lauderdale, FL 33301	Sara F. Holladay McGuireWoods LLP 50 N. Laura Street, Suite 3300 Jacksonville, FL 32202

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for Attorney's Fees and Expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing on **January 11, 2024 at 11:00 a.m. EST**, which will be held electronically. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.electroniccommunicationsettlement.com for updates. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for Attorneys' Fees and Expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the Final Approval Hearing 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 submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing, but it is not necessary.

21. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement available at www.electroniccommunicationsettlement.com. You also may write with questions to the Administrator at *Fonseca v. Bank of America*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324 or call the toll-free number, 1-833-383-9050.