

1 1. This Order incorporates by reference the definitions in the Settlement, and all terms
2 used herein shall have the same meanings as set forth in the Settlement.

3 2. The Court has subject matter and personal jurisdiction over the Parties, including all
4 Settlement Class Members.

5 3. All findings and determinations in the Court's September 22, 2008 Order are adopted
6 and reaffirmed, the Court finding nothing in any of the objections that warrants reversing or
7 vacating that Order.

8 4. Pursuant to California Code of Civil Procedure § 382, California Civil Code § 1781,
9 and California Rule of Court 3.769, and consistent with the requirements of federal and state due
10 process, the Court hereby finally approves the Settlement and finds that the Settlement is, in all
11 respects, fair, reasonable and adequate. The Court further finds based upon the evidence presented
12 that the Settlement was entered into in good faith following arm's-length negotiations and is not
13 collusive.
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15 5. The Court has considered all objections to the Settlement presented in writing or
16 orally and, concluding that they lack merit, overrules them in their entirety.
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18 6. Pursuant to California Code of Civil Procedure § 382, California Civil Code § 1781,
19 and California Rule of Court 3.769, for purposes of effectuating the Settlement, the Court hereby
20 affirms its order certifying a Settlement Class as follows:
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22 Any person who, at any time between December 6, 2000 and December
23 31, 2007, resided in the United States and had an account at Bank of
24 America accessible through a Bank of America debit card, and either (i)
25 paid at least one insufficient funds fee, overdraft fee, returned item fee,
26 or similar fee, that was assessed to the person's account within five
27 business days after a Bank of America debit card transaction either
28 occurred or posted to the account, or (ii) paid at least one overlimit fee,
or similar fee, that was assessed for an account cycle in which a Bank of
America debit card transaction either occurred or posted to the person's
account. ("Debit card" means debit card, check card or any other bank
card used for debit purchases.

("Bank of America debit card" means a debit card, check card or any
other bank card used for debit purchases bearing the Bank of America
logo or brand, including such cards bearing the Bank of America logo

1 or brand issued by any subsidiary or affiliate of Bank of America, and
2 such cards bearing the logo or brand of another financial institution
3 acquired by or merged into Bank of America, including Fleet Bank,
4 N.A., LaSalle Bank N.A., LaSalle Bank Midwest N.A., and United
5 States Trust Company, N.A., but only after April 1, 2004, for Fleet
6 Bank, N.A., only after July 1, 2007, for United States Trust Company,
7 N.A., and only after October 1, 2007, for LaSalle Bank N.A. and
8 LaSalle Bank Midwest N.A.)

9 Excluded from the Settlement Class are Bank of America, any parent,
10 subsidiary, affiliate or sister company of Bank of America, and all
11 officers or directors of Bank of America or any parent, subsidiary,
12 affiliate or sister company at any time during the Class Period, and the
13 legal representatives, heirs, successors, and assigns of any of the
14 foregoing. Also excluded from the Settlement Class is any person who
15 timely submitted a valid request to be excluded from the Settlement
16 Class.

17 The Court finds the persons identified in Exhibit A hereto have timely and properly requested
18 exclusion from the Settlement Class and are not bound by this Order.

19 7. With respect to the Settlement Class, the Court finds and concludes that: (a) the
20 Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is
21 impracticable; (b) there are questions of law and fact common to the Settlement Class that
22 predominate over any individual questions; (c) the claims of the Plaintiff are typical of the claims of
23 the Settlement Class; (d) the Plaintiff and Class Counsel have fairly and adequately represented and
24 protected the interests of the Settlement Class; and (e) a class action is superior to other available
25 methods for a fair and efficient adjudication of the controversy.

26 8. Upon the Effective Date, the Plaintiff and all Settlement Class Members, except
27 those identified in Exhibit A hereto, shall be deemed to have, and by operation of this Order shall
28 have, fully released and forever discharged Bank of America, N.A., Bank of America California,
N.A., Bank of America Corp., any parent, affiliate or sister company of any of the foregoing, any
direct or indirect subsidiary of any of the foregoing, any successor to any of the foregoing, and all
of the past and present employees, agents, representatives, attorneys, insurers, officers, and directors
of each of them, of and from any and all rights, claims, actions, causes of action, demands and
remedies, known or unknown, liquidated or unliquidated, legal, statutory, or equitable, that result
from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters alleged in
the Complaint or in the First Amended Complaint, including claims relating to any or all of the

1 following matters, provided such claims result from, arise out of, or are based upon the use of a
2 Bank of America debit card by the cardholder or by an authorized user of the debit card that led to
3 the assessment of one or more insufficient funds fees, overdraft fees, overlimit fees, returned item
4 fees, or similar fees: (a) the order or manner in which Bank of America debit card and other
5 transactions are posted to and debited from Bank of America accounts on days when a Bank of
6 America debit card is used or a Bank of America debit card transaction is posted; (b) the
7 authorization, approval and handling of any Bank of America debit card transactions; (c) any fees or
8 charges resulting from or relating to Bank of America debit card transactions; (d) any failure to
9 warn when Bank of America debit card transactions would cause a Bank of America account to be
10 overdrawn or a fee assessed; (e) the accuracy of any Bank of America account balance or other
11 Bank of America account information relating to a Bank of America debit card provided or shown
12 online or through other means; (f) any conduct, representations or statements (in Bank of America
13 account agreements or otherwise) encouraging the use of Bank of America debit cards or reliance
14 on any Bank of America account balance or other Bank of America account information relating to
15 a Bank of America debit card provided or shown online or through other means; (g) the timing and
16 manner of distribution of Bank of America account agreements as it relates to Bank of America
17 debit cards; and (h) any advertising or advertisements relating to any of the foregoing.

18 9. Upon the Effective Date, the Plaintiff and all Settlement Class Members, except any
19 class member who properly and timely requested exclusion from the Settlement Class (identified in
20 Exhibit A hereto), shall be deemed to have, and by operation of this Order shall have, fully waived
21 and released any and all provisions, rights, and benefits conferred by § 1542 of the California Civil
22 Code or similar laws of any other state or jurisdiction. Section 1542 of the California Civil Code
23 reads:

24 A general release does not extend to claims which the creditor does
25 not know or suspect to exist in his or her favor at the time of
26 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor.

27 10. Upon the Effective Date, Bank of America shall be deemed to have, and by
28 operation of this Order, shall have, fully, finally and forever released and discharged Plaintiff, any
Settlement Class Member who actively assisted Plaintiff in initiating or prosecuting the Action, and

1 Class Counsel from any and all claims that were or could have been alleged based upon the
2 initiation, prosecution, or resolution of the Action. Nothing herein shall operate or be construed to
3 release any claims or rights by Bank of America to recover any past, present or future amounts that
4 may be owed by Plaintiff or by any Settlement Class Member or Class Counsel on his or her
5 respective accounts, loans, or debts with Bank of America, pursuant to the terms and conditions of
6 such accounts, loans, or debts.

7 11. The Court finds that the Mailed Notice, the Electronic Notice, and the Published
8 Notice to the Settlement Class Members were given in accordance with the Court's order of
9 September 22, 2008, and were reasonably calculated to reach all or a substantial percentage of the
10 class members who would be bound by the Settlement and to apprise them of this action, the terms
11 of the Settlement and their options regarding the Settlement; and that the Mailed Notice, the
12 Electronic Notice and the Published Notice fully satisfy the requirements of California Code of
13 Civil Procedure § 382, California Civil Code § 1781, and California Rules of Court 3.766 and
14 3.769, federal and state due process, and any other applicable laws.

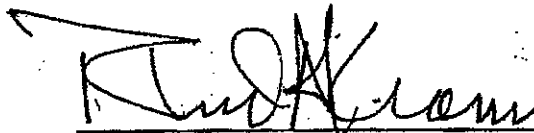
15 12. The benefits to Class Members afforded under the Settlement do not constitute an
16 "amount that will be payable to all class members" or an "amount to which [class members] are
17 entitled to pursuant to the judgment," as those terms are used in Code of Civil Procedure § 384.

18 13. Any court order regarding the application for attorneys' fees and costs by Class
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1 Counsel or regarding the application for a service payment to Plaintiff shall in no way disturb or
2 affect this Order and shall be considered separate from this Order.

3 IT IS SO ORDERED.

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5 DATED: 8/3/09



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7 RICHARD A. KRAMER
Superior Court Judge

8 Submitted by:

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8.	Todd Michael Torres	
9.	Doris B Ellsworth	
10.	Cory Washburn	
11.	Richard Arnold & Gloria Teresa Hampton	
12.	David A Rea	
13.	Wendy Lynn Lawe & Aryal Lynn Jacobs	
14.	Craig D McClure	
15.	Adam C Russell	
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17.	Sheryl A Miller	
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24.	Augusto & Haydee Balasquide	
25.	Christopher Fonseca	
26.	Mary Joy Lott	
27.	Robert M & Laura E Kent	
28.	Douglas Andrews	
29.	Patricia Ann Sikora	
30.	Charles Van Nguyen	
31.	Twana M Hardy	
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33.	Lisa Clarke Hill	
34.	Telsha Savage	
35.	Althea Denise Smith	
36.	Keith Mayor	
37.	Miguel Mayor Jr	Hialeah Vending Corp
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40.	Marcia R Yawberry	
41.	Kary Daniel & Jode Kielhofer	
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43.	Cynthia B White	
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45.	Deborah Newton-Herrera	
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49.	James Paul Allen & Stephanie Lynne Rhea	
50.	Daniel Ralph Manjarrez Jr	
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52.	Patrick Joseph	
53.	Peter Pankiewicz	
54.	Connie M Clark	
55.	Wiljariel & Denise Mollfulleda	
56.	Margaret L Dunn	
57.	James & Patricia Wilson	
58.	Len & Corey Travis	Station Partners, LP
59.	Greg Sicignano	
60.	Brandy M Temple	
61.	Stacy Janelle & Leon Sylvester King	
62.	Jude T Simon	
63.	Nicole Reynolds	
64.	Felix & Margo Torres	Scooter Tutors
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66.	Combiz & Carolyn Shafa	
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71.	Kibichii Chellim	
72.	Luis R Santini	
73.	Debra K Ulery	
74.	Fredrick Alex & Michelle Dee Karony	
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76.	Timothy Johnroe Gill	
77.		DeVeaux, Inc
78.	Wayne L Petrarca	
79.	Deborah Williams	