

**CLAIM FORM AND RELEASE OF CLAIMS**  
**DAVID WOODS, et al. v. BANK OF AMERICA, N.A.**

Civil Action No. 05-2-39938-4-SEA

**CLAIM FORM**

**IF YOU WANT TO RECEIVE YOUR SHARE OF THIS CLASS ACTION SETTLEMENT, COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM UNDER PENALTY OF PERJURY, AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN FEBRUARY 28, 2007.**

**CLAIM FORMS RECEIVED AFTER MARCH 2, 2007 WILL NOT BE ACCEPTED.**

Claims Administrator  
Attn: BOA/Woods Settlement  
P.O. Box 5053  
Portland, OR 97208-5053

I declare as follows:

I have received notice of the proposed settlement in this action and I wish to receive my share of the proposed settlement.

1) During all or part of the period from December 9, 2002, through the date I submit this form, I was employed by Bank of America, N.A. in the State of Washington as a Mortgage Retail Lending Account Executive (job code SM009) for the following work weeks (check only one):

- I agree with Bank of America's records that I worked the number of weeks set forth on Exhibit A to the Class Notice as a Mortgage Retail Lending Account Executive in Washington State during the time period December 9, 2002 through December 20, 2006.
- I disagree with Bank of America's records and instead contend that I worked a total of \_\_\_\_\_ weeks as a Mortgage Retail Lending Account Executive in Washington State during the time period December 9, 2002 through December 20, 2006.

2) While employed by Bank of America as a Mortgage Retail Lending Account Executive in the State of Washington during the time period December 9, 2002 through December 20, 2006, I regularly worked in excess of 40 hours per week (not including meal periods).

3) I did not participate in or receive funds from the settlements in the *Raquib Abdulllah and Phill Graham v. Bank of America* litigation (U.S.D.C., Dist. Minn., Civil Action No. 04-CV-02951 FLN) (the *Graham* litigation) or the *Franklin v. Bank of America, N.A.* litigation (U.S.D.C., N.D. Cal., Civil Action No. C 05-00519 CRB) (the *Franklin* litigation).

Executed on \_\_\_\_\_, 2007, at \_\_\_\_\_.

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number, Including Area Code

XXX-XX-\_\_\_\_\_  
Please provide the **Last Four Digits** of Your Social Security Number for identification purposes only

**RELEASE OF CLAIMS**

Having reviewed the Notice of Proposed Class Action Settlement and having reviewed all available public court documents to the extent I desired to do so, and having completed the Claim Form (above) in its entirety, I wish to participate in the settlement, and I wish to receive payment as determined by the process described in Paragraph 8 of the Class Notice. I understand that the payments will be mailed no earlier than forty-five (45) days after the last of the following occurrences: (i) the date of final Court approval and entry of the Final Order if no objections have been filed with the Court; or (ii) the date when any appeal is resolved or dismissed with no possibility of subsequent appeal. Accordingly, I state the following:

1. I am currently or was at one time employed as a Retail Mortgage Lending Account Executive, Bank of America job code SM0009 (“Account Executive”) in Washington State, and during that time, I, from time to time, worked more than forty hours in a single workweek;

2. I acknowledge that I am a class member in the above-named lawsuit, and I wish to participate in the settlement. I agree that settlement is a fair settlement of all my disputed claims for overtime wages against Bank of America. I understand that attorneys’ fees and costs have already been deducted from this settlement amount to reimburse Class Counsel for attorneys’ fees, costs and expenses of administering the Settlement, but standard tax withholdings for wage payments will be deducted from this amount; and

3. In exchange for payment in accordance with this settlement and by executing this form, I hereby release and forever discharge the Bank and its former and present officers, directors, agents, attorneys, parents, predecessors, successors, subsidiaries, and affiliated entities (“Released Parties”) from any and all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal constitution, statute, rule or regulation, including state wage and hour laws, the Washington Minimum Wage Act, RCW 49.46.005 *et seq.*, the federal Fair Labor Standards Act of 1938, as amended (“FLSA”) and the federal Employee Retirement Income Security Act, whether for economic damages, wages, non-economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that (a) Bank of America did not pay Account Executives all amounts due for work that was performed by the Account Executives of Bank of America; (b) that Bank of America owes wages, penalties, interest, waiting time penalties, attorneys’ fees or other damages of any kind based on a failure to comply with any state or federal wage and hour law or regulation related to overtime work that was performed by Account Executives, as related to the foregoing, for alleged unlawful practices under the Washington Minimum Wage Act, at any times on or before December 20, 2006 (whether based on Washington state wage and hour law, the FLSA, contract, or otherwise); and/or the causes of action asserted in the Class Action, including any and all claims for alleged failure to pay overtime.

I acknowledge that the Released Claims include any unknown claims that I do not know or suspect to exist in my favor at the time of the release, which, if known by me, might have affected my settlement with, and release of, the Released Parties or might have affected my decision not to object to this Settlement. I acknowledge that I may hereafter discover facts in addition to or different from those I now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, I shall be deemed to have, and by operation of the Final Judgment shall have fully finally and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, 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 that is negligent, intentional, with or without malice, or a breach of any duty, law, regulation or rule, without regard to the subsequent discovery or existence of such different or additional facts.

However, by signing this release I am not waiving any right to make a claim for any retaliation by Bank of America in violation of Section G of the Settlement Agreement.

I agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Released Claims.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name