

# Public Financing Authority Meeting Agenda



JANUARY 10, 2012

7:00 p.m.

City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California



Chairman  
**John S. Lazar**

Agency Members  
**William DeHart, Jr.**     **Mary Jackson**  
**Forrest White**         **Amy Bublak**

City Manager  
**Roy W. Wasden**  
City Clerk  
**Kellie E. Weaver**  
City Attorney  
**Phaedra A. Norton**

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** The Turlock Public Financing Authority meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**EQUAL ACCESS POLICY:** If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Public Financing Authority on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the Public Financing Authority's consideration of the item.

**AGENDA PACKETS:** Prior to the Public Financing Authority meeting, a complete Agenda Packet is available for review on the City's website at [www.cityofturlock.org](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Agency after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

**1. CALL TO ORDER**

**2. CITIZEN PARTICIPATION:**

This is the time set aside for members of the public to directly address the Board on any item of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of the Public Financing Authority. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Board may refer the matter to staff or request it be placed on a future agenda.

**3. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**

**4. CONSENT CALENDAR:**

Information concerning the consent items listed hereinbelow has been forwarded to each Board Members prior to this meeting for study. Unless the Chairman, a Board Member or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the consent items is set forth in the explanation of the individual items.

A. Motion: Accepting Minutes of Regular Meeting of September 13, 2011

**5. SCHEDULED MATTERS:**

- A. Request to affirm the City Manager's election to participate in an out-of-court settlement agreement between Bank of America and 28 State Attorneys General, including the California Attorney General, regarding the marking of municipal bond derivatives between 1998 and 2003. *(Cooke)*

***Recommended Action:***

***Motion:*** Affirming the City Manager's election to participate in and out-of-court settlement agreement between Bank of America and 28 State Attorneys General, including the California Attorney General, regarding the marking of municipal bond derivatives between 1998 and 2003

**6. ADJOURNMENT**

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1. **CALL TO ORDER** – Vice-Chair Bublak called the meeting to order at 8:27 p.m.  
PRESENT: Agency Members Bill DeHart, Mary Jackson, Forrest White and Vice-Chair Amy Bublak  
ABSENT: Chairman John S. Lazar
  
  2. **PUBLIC PARTICIPATION:** None
  
  3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None
  
  4. **CONSENT CALENDAR:**  
**Action:** Motion by Agency Member DeHart, seconded by Agency Member Jackson, and unanimously carried to adopt the consent calendar as follows:
    - A. Motion: Accepting Minutes of Regular Meeting of August 9, 2011
    - B. **Resolution PFA-2011-004** Cancelling the Turlock Public Financing Authority meetings scheduled for Tuesday, November 22, 2011 and Tuesday, December 27, 2011
  
  5. **FINAL READINGS:** None
  
  6. **PUBLIC HEARINGS:** None
  
  7. **SCHEDULED MATTERS:** None
  
  8. **ADJOURNMENT**  
  
Motion by Agency Member White, seconded by Agency Member DeHart, to adjourn the meeting at 8:28 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
Deputy City Clerk



## Public Financing Authority Synopsis

January 10, 2012

5A

From: Roy W. Wasden, City Manager

Prepared by: Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Affirming the City Manager's election to participate in an out-of-court settlement agreement between Bank of America and 28 State Attorneys General, including the California Attorney General, regarding the marketing of municipal bond derivatives between 1998 and 2003

### 2. DISCUSSION OF ISSUE:

In early December, the City of Turlock was notified that it was eligible to receive a portion of a \$62.5 million settlement agreement between Bank of America and 28 States Attorney General. The City's pro rata share of the settlement agreement is \$7,974.80. In order to receive the settlement, the City Manager had to sign a release by January 3, 2012.

This settlement was reached following an investigation into alleged violations of state and federal antitrust and other laws by Bank of America involving the marketing, sale and placement of Municipal Bond Derivatives. This Settlement is different from a class action settlement. First, the Settlement is pursuant to the sovereign authority of the 28 State Attorneys General who entered into the Settlement Agreement. Second, the Settlement is an out-of-court settlement and thus has not been subject to preliminary and final court approval proceedings, a fairness hearing or objections.

The City of Turlock had not been a party to the litigation and was unaware of any alleged violations regarding the marketing of its municipal bonds during the period in question. Therefore, it is appears appropriate for the City to participate in the settlement agreement and release Bank of America from further claims associated with the alleged violations.

**3. BASIS FOR RECOMMENDATION:**

- A. The City was unaware of the alleged violations and had not participated in any litigation against Bank of America concerning their marketing of municipal bond derivatives from 1998 to 2003.
- B. The settlement funds are an unexpected windfall.

**Strategic Plan Initiative E. ECONOMIC DEVELOPMENT**

**Goal(s):** c. Enhance revenue.

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** Increased revenue of \$7,974.80. Once the funds are received, City finance staff will determine which bonds are affected by the settlement agreement and deposit the proceeds in the appropriate account.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Rescind the release and pursue independent litigation against Bank of America. This alternative is not recommended. At least 23 California agencies were a party to litigation against Bank of America and are now a part of the settlement agreement. It is, therefore, unlikely that the City would obtain a superior outcome through its own litigation and that the settlement negotiated by the 28 States Attorney General is an acceptable compromise.

AG Muni Bond Derivative Settlement  
c/o GCG, Inc.  
Claims Administrator  
P.O. Box 9682  
Dublin, OH 43017-4982  
(800) 374-9013

BAM



Claim No: 1000196

BAM0200015941



November 18, 2011

TURLOCK PUBLIC FINANCING AUTHORITY  
TURLOCK PUBLIC FINANCE AUTHORITY  
156 SOUTH BROADWAY  
SUITE 230  
ATTN: ANNE STONE HAMPEL  
TURLOCK, CA 95380

## NOTICE LETTER

**Re: A \$62.5 Million Fund Created as the Result of an Out-of-Court Settlement Between Various State Attorneys General and Bank of America Corporation**

Dear Eligible Counterparty:

This letter and the accompanying forms contain important information about your eligibility to share in a \$62.5 million settlement fund (the "Fund") established pursuant to an out-of-court settlement between Bank of America Corporation ("BAC") and 28 States Attorneys General to resolve matters more specifically explained in "An Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Connecticut, Florida, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Colorado, the District of Columbia, Idaho, Iowa, Tennessee, Utah, North Dakota and Wisconsin and Bank of America Corporation" dated December 7, 2010 (referred to herein as either the "Settlement Agreement" or the "Settlement"). A full copy of the Settlement Agreement can be obtained by visiting [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com). Capitalized terms used herein and the accompanying forms shall have the same meanings as specified in the Settlement Agreement, unless otherwise noted.

What this Packet Includes: This packet includes: (1) This Notice Letter; (2) an Election to Participate; (3) a Release Form ("Release"); and (4) a Question and Answer Pamphlet.

Your Eligibility: You have been identified as an Eligible Counterparty because you (1) entered into one or more Municipal Bond Derivative transactions between January 1, 1998 and December 31, 2003, inclusive; (2) where the provider of the Municipal Bond Derivative who won the bid was BAC; and (3) the Municipal Bond Derivative has been alleged by the Attorneys General to have been impacted by the Relevant Conduct described in the Settlement Agreement.

Requirements: In order to receive a share of the \$62.5 million Fund, you must complete and submit to the Claims Administrator both the (1) Election to Participate form and (2) the executed Release. Your submission must be postmarked **no later than January 3, 2012**.

Your Share: As identified in paragraph 1 of the Release, if you elect to participate in the Settlement you will receive a payment of \$7,974.80.

Release: By signing the Release, you give up your right to sue BAC for certain claims, which include claims being brought against BAC in civil class actions consolidated in the case of *In re Municipal Derivatives Antitrust Litigation*, described further below. A recovery against BAC in a lawsuit, if any, could be greater or less than Your Share under the Settlement Agreement.

As noted above, you may review the Settlement Agreement in its entirety at [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com). What follows is (1) a brief summary of the Settlement Agreement; (2) a brief description of the *In re Municipal Derivatives Antitrust Litigation*; and (3) instructions on how to receive payment under the Settlement Agreement and other information. You may also refer to the enclosed Question and Answer Pamphlet for more information.



## General Description and Summary of the Settlement Agreement

The Settlement Agreement describes the details of an investigation conducted by certain Attorneys General that began in Spring 2008. The investigation concerns alleged violations of state and federal antitrust and other laws by BAC and other providers, brokers and advisors, involving the marketing, sale and placement of Municipal Bond Derivatives. The State Attorneys General have alleged in the Settlement Agreement that: (i) certain BAC employees participated in an illegal scheme with other brokers and providers with whom they had relationships to put their mutual pecuniary interest ahead of those of the Municipal Bond Derivative clients they represented; (ii) BAC and other providers and brokers were principal players in the conduct and obtained unjust profits as a result; and (iii) the wrongful conduct caused Issuers in virtually every state, district, and territory in the United States to be paid artificially suppressed rates or yields on Municipal Bond Derivative transactions. Two former employees of BAC have pled guilty to criminal violations. As discussed more fully in the Settlement Agreement, BAC was the first entity to voluntarily self-report evidence relating to improper bidding and other practices in the Municipal Bond Derivatives industry. BAC has continued to cooperate in the investigation by voluntarily disclosing evidence related to its role in the Relevant Conduct and by agreeing to pay restitution to parties injured by the Relevant Conduct.

Following an investigation by the Attorneys General in which they determined that not all municipal bond derivative transactions entered into by BAC were affected, BAC and the Attorneys General entered into the Settlement Agreement whereby, among other things, BAC agreed to pay restitution to Eligible Counterparties in return for a Release of claims against BAC (as defined in the Release). By claiming from the Fund, you will not give up your right to sue any other entity that may also be responsible for injuries to you related to the Relevant Conduct. You will also not be giving up your right to sue BAC for the time period prior to January 1, 1998 or after December 31, 2007. You will, however, give up your right to sue BAC for the 1998-2007 time period, which means you could not sue BAC for certain claims that are currently being pursued on your behalf in the *In re Municipal Derivatives Antitrust Litigation*, described in the next section. In connection with the *In re Municipal Derivatives Antitrust Litigation*, Class Counsel has submitted comments to the proposed States' Settlement with Bank of America stating their concerns about participation in its proposed distribution. In determining whether to participate in the States' Settlement with Bank of America, prospective recipients should consult counsel. The views of Class Counsel and the Attorneys General in this regard may be obtained by communicating with them directly. Contact information for them is provided in question 21 of the enclosed Question and Answer Pamphlet and Addendum B to that pamphlet.

Any variance between this Notice Letter and the Settlement Agreement will be controlled by the Settlement Agreement.

### Related Pending Civil Actions

Beginning in March 2008, Bank of America, N.A. ("BANA"), a wholly-owned subsidiary of BAC, was named as a defendant along with numerous other financial institutions and brokers in civil suits filed in state and federal courts in New York, the District of Columbia, California, and West Virginia. To date, 36 such actions have been filed, 32 of which named BANA as a defendant. The named plaintiffs in these complaints are governmental, quasi-governmental, and not-for-profit entities that issue and/or receive the proceeds of municipal bonds and invest those bond proceeds in Municipal Bond Derivatives provided by the defendants. Some of the cases have been brought as putative class actions on behalf of these entities nationwide, and others as individual actions.

One of these cases is a putative class action on behalf of private and public entities in California under California's Cartwright Act (Business & Professions Code § 16720), which provides for treble damages (triple the amount of actual loss) to a successful plaintiff.

A number of these lawsuits bring class actions on behalf of a putative class of entities that entered into Municipal Bond Derivatives transactions with any provider or broker (not just BAC) at any point in time from 1992 through the present. Thus, you might be both a member of a putative class and also eligible to receive restitution under this Settlement.

All of the cases have now been transferred to the U.S. District Court for the Southern District of New York and consolidated for pretrial proceedings in a single litigation entitled *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Civil Action No. 08-2516 (S.D.N.Y.). The complaints allege that the defendants, including BANA, conspired to violate federal and state antitrust laws by allocating customers, and fixing or stabilizing rates of return on certain Municipal Bond Derivatives from 1992 to the present. The lawsuits seek damages, restitution, disgorgement and such other relief as may be granted by the court. These claims include claims based on derivative transactions that you executed and that BAC did not win but where BAC's conduct nonetheless may have affected the ultimate value of that transaction. Also, the class action is seeking compensation for certain types of Municipal Bond Derivatives won by BAC during the period 1992 to the present, a longer period than the 1998-2003 period for which compensation is being paid under the Settlement Agreement.



In order to participate in the Settlement, you will be required to sign the Release, which gives up your right to sue BAC for certain claims for damages, including claims being brought in the *In re Municipal Derivatives Antitrust Litigation* or in any suit against BAC you bring on your own.

As with any class action in court, any settlement in the *In re Municipal Derivatives Antitrust Litigation* would have to be approved by a judge. Your allocated share of any recovery resulting from a class resolution, should it occur and be approved by the court, or from the resolution of litigation you institute, may be greater or less than your eligible share under this Settlement.

This Settlement is different from a class action settlement. First, the Settlement is pursuant to the sovereign authority of the 28 State Attorneys General who entered into the Settlement Agreement. Second, the Settlement is an out-of-court settlement and thus has not been subject to preliminary and final court approval proceedings, a fairness hearing or objections.

The accompanying Question and Answer Pamphlet contains a more detailed explanation of the civil actions pending in the Southern District of New York in the *In re Municipal Derivatives Antitrust Litigation* and the contact information for interim class counsel in that case.

**Instructions on How You May Receive Payment**

To receive a payment from the Fund, you must timely submit to the Claims Administrator the enclosed (1) Election to Participate and (2) Release. You should carefully read through the materials and be sure to submit both the Election to Participate and the executed Release. Failure to submit both forms in accordance with the instructions and as set forth in the Settlement Agreement may result in the rejection of your claim.

The documents must be postmarked **NO LATER THAN January 3, 2012**. They should be returned to the following address in the enclosed self-addressed postage prepaid envelope:

AG Muni Bond Derivative Settlement  
 c/o GCG, Inc.  
 Claims Administrator  
 P.O. Box 9682  
 Dublin, OH 43017-4982

**Election to Not Participate or Otherwise Not Respond**

If you elect not to participate or otherwise do not respond to this Notice Letter, the Settlement Agreement shall have no effect on the claims or causes of action for damages, disgorgement, restitution or any other relief that you may have against BAC for the Relevant Conduct, including any right you might have to participate in the pending class actions or to pursue your own independent action. **It is recommended that you consult with an attorney for legal advice as to your options.**

**Additional Information**

For more information please refer to the Question and Answer Pamphlet enclosed with this Notice Letter. You may also:

- Visit the website: [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com)
- Write the Claims Administrator, GCG, Inc. at:

*AG Muni Bond Derivative Settlement*  
 c/o GCG, Inc.  
 Claims Administrator  
 P.O. Box 9682  
 Dublin, OH 43017-4982

Information as to how to contact the private class counsel in the *In re Municipal Derivatives Antitrust Litigation* is contained in the Question and Answer Pamphlet (at Question 21).

Sincerely,  
 The Claims Administrator

## Question and Answer Pamphlet

THESE QUESTIONS AND ANSWERS ARE NOT LEGAL ADVICE. They are provided for informational purposes only. Actual legal advice can only be provided after consultation with an attorney in your jurisdiction.

### **1. What is the purpose of this Notice Packet?**

The purpose of this Notice Packet is to inform you of a \$62.5 million settlement fund established pursuant to an out-of-court settlement between Bank of America Corporation ("BAC") and 28 State Attorneys General to resolve allegations that BAC engaged in violations of state and federal antitrust and other laws. The allegations and terms of the settlement are more specifically explained in "An Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, and Wisconsin and Bank of America Corporation" dated December 7, 2010 (referred to herein as either the "Settlement Agreement" or the "Settlement"). A full copy of the Settlement Agreement can be obtained by visiting [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com). This Notice Packet provides an overview of the Settlement Agreement along with your rights and steps you must take in order to receive your share of the Fund as an Eligible Counterparty.

### **2. Why did I receive this Notice Packet?**

The purpose of this Notice Packet is to inform you that 28 State Attorneys General and BAC have entered into an out-of-court settlement to distribute a total of \$62.5 million to affected entities in 50 states and select U.S. territories as described in the Settlement Agreement. You have received this Notice Packet because you have been identified as an affected entity ("Eligible Counterparty") who may elect to participate in this Settlement as indicated in this Notice Packet. Based on the investigation conducted by the Attorneys General, with cooperation from BAC, the Attorneys General allege that the Municipal Bond Derivative you engaged in with BAC was impacted by the Relevant Conduct outlined in the Settlement Agreement.

### **3. What is the Relevant Conduct?**

Generally, the Relevant Conduct means engaging in anticompetitive conduct and/or unfair trade practices between January 1, 1998 through December 31, 2007 in the marketing, sale and placement of any Municipal Bond Derivatives, or in the offer to market, sell or place any Municipal Bond Derivatives.

The State Attorneys General have alleged that: (i) certain BAC employees participated in an illegal scheme with other brokers and providers with whom they had relationships to put their mutual financial interests ahead of those of the Municipal Bond Derivative clients they represented; (ii) BAC's employees' participation in the scheme began at least as early as mid-1998 and continued through at least 2003; (iii) BAC and other providers and brokers were principal players in the conduct and obtained unjust profits as a result; and (iv) the wrongful conduct caused Issuers in virtually every state, district, and territory in the United States to be paid artificially suppressed rates or yields on Municipal Bond Derivative transactions.

Two former BAC employees have pled guilty to criminal conduct in the municipal bond derivatives industry.

BAC uncovered evidence of improper bidding practices and voluntarily self-reported this evidence to, among others, the Antitrust Division of the United States Department of Justice, the Securities and Exchange Commission, the Federal Reserve Bank, the Office of the Comptroller of the Currency and the Attorneys General. The Settlement Agreement with BAC is part of a broad and ongoing three-year investigation of the municipal bond derivatives industry by the Attorneys General. As part of its obligations under the Settlement Agreement, BAC has agreed to continue to cooperate with the Attorneys General's ongoing investigation.

The Settlement Agreement contains a more detailed explanation of the Relevant Conduct. A full copy of the Settlement Agreement can be obtained by visiting [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com).

**4. What is an "Eligible Counterparty"?**

An Eligible Counterparty means Municipal Bond Derivatives Counterparties that entered into one or more Covered Derivatives with BAC from January 1, 1998 to December 31, 2003.

**5. What is a "Municipal Bond Derivatives Counterparty"?**

A Municipal Bond Derivatives Counterparty is an entity that entered into one or more Municipal Bond Derivatives with BAC, but does not include Providers, Brokers, other financial institutions or any for profit entities.

**6. What is a "Covered Derivative"?**

A Covered Derivative is a Municipal Bond Derivative that was (1) awarded through a competitive bidding process or a negotiated process where the provider is BAC; (2) entered between January 1, 1998 and December 31, 2003, inclusive; and (3) identified by the Attorneys General as a transaction they believe was impacted by the Relevant Conduct, based upon evidence developed by the Investigation. Based on the evidence developed through the Attorneys General's investigation, the Attorneys General believe that: (a) BAC's participation in the illegal conduct was primarily carried out during the period January 1, 1998 through December 31, 2003; and (b) BAC employees engaged in the Relevant Conduct with only certain providers and brokers. Therefore, the Settlement Agreement provides for compensation to Eligible Counterparties only for transactions during the period January 1, 1998 through December 31, 2003. Covered Derivatives deemed to have been impacted are those transactions in which specific BAC marketers or specific brokers participated.

**7. What are the benefits of the Settlement?**

BAC has agreed to pay a total of \$62.5 million into a fund that will be used to make restitution to certain Municipal Bond Derivative Counterparties, including you. The Settlement Agreement provides a simple process for you to receive your share of the settlement fund specified in this Notice Packet.

To receive a payment pursuant to this Settlement all you need to do is return the Election to Participate and the Release. No other documentation is required.

**8. What do I give up if I choose to participate in the Settlement?**

In order to participate in this Settlement, you will be required to sign the Release included in the packet. By Signing the Release, you would be giving up your right to sue BAC for certain claims for damages against BAC in the civil class actions in the *In re Municipal Derivatives Antitrust Litigation* (described further below in Question 9) or in any suit against BAC you bring on your own.

The Release requires you to give up your right to sue BAC for any anticompetitive conduct and/or unfair trade practices that may have occurred between January 1, 1998 through December 31, 2007. Thus, the Release covers a period that is longer than the period for which you are being paid damages under the Settlement Agreement (1998-2003). The Release will not affect your ability to sue with respect to municipal bond derivative transactions you entered into before 1998 or after 2007. Also, because a "Covered Derivative" does not include derivatives that you entered into with a financial institution other than BAC, the Release does not affect any claims you may have for damages against such a financial institution, even if BAC submitted a bid during the bidding process.

If you choose to participate in the Settlement, your right to seek recovery against any defendant other than BAC would not be affected. Thus, you could still sue any other defendant for any possible claim, including the types of claims that you are giving up in the Release, and could do so through the civil class actions or your own lawsuit.

In determining whether you should participate in the Settlement, it is recommended that you consult with counsel of your own choosing. THESE QUESTIONS AND ANSWERS ARE NOT LEGAL ADVICE. They are provided for informational purposes only. Actual legal advice can only be provided after consultation with a licensed attorney.

**9. What are the details of the related pending civil actions in the *In re Municipal Derivatives Antitrust Litigation*?**

In March 2008, two private law firms (Hausfeld LLP and Boies Schiller & Flexner, LLP) filed the first case in the country against Bank of America, N.A. ("BANA"), a wholly-owned subsidiary of BAC, in federal court based on the Relevant Conduct, which is described in Question 3 above. Other attorneys filed suits across the country as well.

The filed cases were consolidated in the Southern District of New York (*In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Civil Action No. 08-2516), and Judge Victor Marrero was selected to preside over the cases. Judge Marrero chose three private law firms Hausfeld LLP, Boies Schiller & Flexner, LLP, and Susman Godfrey - as interim lead class counsel ("Lead Counsel") to represent a class of entities allegedly injured by the Relevant Conduct. BANA has provided information to Lead Counsel and, as a result, Lead Counsel filed a Second Amended Complaint that describes in detail the illegal scheme Lead Counsel alleges took place. It alleges that defendants, including BANA, conspired to violate federal and state antitrust laws by allocating customers and fixing or stabilizing rates of return on certain municipal derivatives from 1992 to the present. The lawsuits seek unspecified damages, restitution, disgorgement and such other relief as may be granted by the court.

The claims in the *In re Municipal Derivatives Antitrust Litigation* include claims similar to the claims being settled by the Settlement Agreement but also include claims (1) for the entire period of 1992 to the present; (2) claims based on derivatives that BAC bid on but did not win; and (3) for California plaintiffs, claims for triple damages.

As of this date, the plaintiffs in the civil class actions are obtaining pre-trial discovery from BANA and other parties. BANA has not entered into a settlement with Lead Counsel any other counsel in the civil class actions. It is uncertain if or when such a settlement would be reached or how much the settlement would be. If there were a settlement, it would be the subject of a hearing on the fairness of the settlement and would have to be approved by the Court. Your allocated share of any recovery resulting from a settlement, should it occur and be approved by the Court, could be greater or less than your eligible share under the Settlement.

Addendum A to this Pamphlet contains a listing of the civil actions pending in the *In re Municipal Derivatives Antitrust Litigation*. A listing is also included at [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com). The contact information for Lead Counsel is provided in Question 21 below.

**10. What are the differences between this Settlement and a settlement in a class action if one were to be reached?**

This Settlement has not been the subject of preliminary or final court approval proceedings, court approval of the allocation formula; a fairness hearing, or objections. In a class action settlement, the parties would have to present evidence to a Court to justify its fairness, and the settlement terms would be subject to a hearing, court approval and certification of a settlement class.

**11. What State Attorneys General are parties to the Settlement?**

The Attorneys General of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, and Wisconsin have elected to participate in the Settlement Agreement. Relevant contact information for these Attorneys General is available at [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com).

Regardless of whether your State Attorney General is a party to the Settlement, you can choose whether to participate in the Settlement and release your claim(s) against BAC. It is your decision.

**12. If I reside in a State where the Attorney General is not a party to the Settlement Agreement can I still participate?**

Yes, you can participate because you are an Eligible Counterparty. The fact that the Attorney General in your State is not a party to the Settlement Agreement does not affect your ability to claim from the Fund.

You should be guided by the Notice Packet and follow the instructions for filing an Election to Participate and Release.

**13. How do I participate?**

In order to participate and receive payment from the Fund, you must timely submit both the (1) Election to Participate and (2) the Release. Your Release and Election to Participate must be postmarked no later than 45 days from the date of the letter accompanying this Notice Packet. No other documentation is required.

**14. Do I have to participate?**

No. If you decide you do not want to participate in this Settlement you do not have to take any affirmative action. That is, if you do not return the Election to Participate and Release you will be excluded from the Settlement. Also, you will retain your right to bring claims against BAC for the Relevant Conduct, either through your own litigation or the civil class actions.

**15. What is my share of the Fund?**

The total amount of your distribution is set forth on page 1 of the Notice under the heading "Your Share."

**16. How was my share calculated?**

Your share was based on a formula developed by the Attorneys General with the assistance of an independent economic expert hired by the Attorneys General. Although the Attorneys General consulted with BAC in connection with developing the formula, the Settlement Agreement provides that the Attorneys General have the right to adopt a formula they deem appropriate for payments from the settlement fund. The Attorneys General's economic expert was retained early in the Attorneys General's investigation to review and analyze data obtained by the Attorneys General as part of their investigation, and to assist in identifying the estimated overcharges caused by the relevant conduct. Once the Attorneys General and BAC had reached agreement on the amount of restitution (which included an estimate of the overcharge plus interest) that BAC would pay into the settlement fund (\$62.5 million), the Attorneys General asked their economic expert to develop a formula and plan to allocate the settlement fund. The entire \$62.5 million will be available for distribution to Eligible Counterparties.

Your share of the settlement fund will be determined using a blended overcharge methodology agreed to by the Attorneys General and BAC that takes into account the estimated overcharge percentage assigned for the general type(s) of Covered Derivative(s) you entered into with BAC (e.g., interest rate swap, forward purchase agreement, guaranteed investment contract, etc.). It defines dollar overcharge (which is used in estimating the overcharge percentage) as the difference between (1) the amount of estimated profit BAC attributed to your Covered Derivative(s), and (2) the estimated profit BAC would have earned absent the Relevant Conduct (otherwise known as the "But-for-Profit"). Your share equals the percentage that your estimated dollar overcharge is to the total overcharge for all Eligible Counterparties (the "Share of Damages") multiplied by the settlement fund. Thus, for example and only for purposes of illustration, if the estimated dollar overcharge represented .03% of the Share of Damages, it would be multiplied by \$62.5 million and your share of the settlement fund would be \$18,750 (the "Fund Share"). If you entered into more than one Covered Derivative with BAC, then your total share of the settlement fund will be the sum of the Fund Shares for all such Covered Derivatives you entered into with BAC.

Prior to entering into this Settlement Agreement with BAC, the Attorneys General learned that a former BAC employee fraudulently misstated the estimated marketing profits on what the Attorneys General believe to be a relatively limited number of municipal bond derivative transactions. In an effort to ensure that each Eligible Counterparty's share under this Settlement best accounts for the inaccurate marketing profit entries, the Attorneys General and their economic expert adjusted the amount of estimated profit BAC attributed to your Covered Derivative to correct for the fraudulent misstatements of profit made by that former BAC employee.

Because this is a nationwide recovery, the same formula was applied to all Eligible Counterparties for the type(s) of Covered Derivatives they purchased, regardless of the state in which they reside. There will be no deductions whatsoever from the Fund for attorneys' fees, expenses or administrative costs. For additional information, see Question 19 below.

By participating in this Settlement, you are giving up your right to pursue a different formula for recovery against BAC. You could pursue a different formula only if you decided not to participate in the Settlement and instead brought your own action or participated in the *In re Municipal Derivatives Antitrust Litigation*.

**17. What happens to any money left in the Fund after all participating Eligible Counterparties are paid?**

If any money remains in the Fund after all Eligible Counterparties who want to participate are paid their full allocation, the Fund can be used to pay other claims against BAC by Municipal Bond Derivative Counterparties (including claims asserted in the civil class actions) arising from the same Relevant Conduct as is the subject of the Settlement Agreement. In the event any money remains after all eligible claims have been paid, the remaining funds may be used by the Attorneys General for additional distribution to Eligible Counterparties that participated in the Attorneys General Settlement, for the antitrust training of deputy and assistant attorneys general, or as otherwise directed by the Attorneys General. Under no circumstances will any money be returned to BAC.

**18. What are the tax ramifications if I elect to participate and are there any ramifications for holders of tax exempt bonds which I issued or that were issued in connection with my Municipal Bond Derivative(s)?**

BAC entered into a settlement agreement with the Internal Revenue Service ("IRS") which required BAC to make payments to the IRS that satisfy any outstanding liability to the IRS that you may have as a result of any of SAC's Relevant Conduct in connection with your Municipal Bond Derivative(s) that are the subject of the Settlement Agreement.

Under its settlement with the IRS, and for purposes of your compliance with the arbitrage requirements of Section 148 of the Internal Revenue Code, the Municipal Bond Derivative(s) that you entered into with BAC during the period 1998 through 2006 are deemed to have been entered into on terms which represented the fair market value of such Municipal Bond Derivative(s). Moreover, pursuant to the Settlement Agreement, BAC has agreed to indemnify and hold you harmless for any claims, demands or penalties of any nature whatsoever attributable to, arising out of or related to any liability that you may have to the IRS under the Internal Revenue Code as a result of BAC's participation in the Relevant Conduct that is not satisfied by SAC pursuant to its settlement with the IRS.

If you have further questions on the tax ramifications of this Settlement, you should contact your tax advisor.

**19. Do I have to pay attorney fees or administrative costs?**

No. Under the Settlement Agreement, BAC is responsible for paying all of the costs of administering the Settlement. In addition, you do not need to pay any attorney fees to the State Attorneys Generals in order to participate in this Settlement.

In addition to the \$62.5 million settlement fund, BAC has made a separate Additional Payment of \$4.5 million to an escrow fund that will be used to reimburse fees and expenses in connection with the Attorneys General's investigation, and for other purposes that the Attorneys General deem appropriate, consistent with state laws.

**20. Does the Settlement Agreement have any provisions relating to conduct by BAC?**

Yes. Pursuant to the Settlement Agreement, SAC has agreed that its officers, managers, agents, employees and any other person or company acting on its behalf or at its direction, will not directly or indirectly, maintain, solicit, suggest, advocate, discuss or carry out any combination, conspiracy, agreement, understanding, plan or program with any actual or potential competitor, financial advisor, bidding agent or broker to (a) submit courtesy or otherwise non-competitive or intentionally losing bids for Municipal Bond Derivatives, (b) refrain from bidding on or negotiating for Municipal Bond Derivatives, (c) unlawfully or fraudulently coordinate the preparation, submission, content, price and other terms of competitors' bids for competitively-bid Municipal Bond Derivatives or (d) engage in the Relevant Conduct as defined above.

BAC, its directors, officers, managers, agents, employees and any other person or company acting on its behalf or at its direction, also agreed that they will not, in conjunction with the marketing, sale or placement of Municipal Bond Derivatives, make misrepresentations or omit material facts to potential counterparties, their agents, brokers or advisors.

**21. Whom can I contact if I have additional questions?**

You are free to consult with counsel of your own choosing.

In addition, with respect to questions about the Settlement Agreement, you or your counsel may contact GCG, Inc., the independent Claims Administrator, by writing to:

AG Muni Bond Derivative Settlement  
c/o GCG, Inc.  
Claims Administrator  
P.O. Box 9682  
Dublin, OH 43017-4982

or

[Questions@stateAGmunisettlement.com](mailto:Questions@stateAGmunisettlement.com)

You or your counsel may also contact your Attorney General's Office. If you would like to speak to your Attorney General but the State in which you are located does not have a participating Attorney General, we ask that you e-mail us at [Questions@stateAGmunisettlement.com](mailto:Questions@stateAGmunisettlement.com), and your question will be forwarded to State Attorneys General's Claims Representative, Paula Lauren Gibson, Deputy Attorney General for the State of California. Please see Addendum B or visit [www.stateAGmunisettlement.com](http://www.stateAGmunisettlement.com) for a complete listing of the contact information for the participating State Attorneys General.

With respect to questions about the civil class actions in the *In re Municipal Derivatives Antitrust Litigation*, you or your counsel may contact Lead Counsel:

Michael Hausfeld  
Hausfeld LLP  
1700 K Street, NW, Suite 650  
Washington, D.C. 20008  
Tel: (202) 540-7200  
Email: [munibonds@hausfeldllp.com](mailto:munibonds@hausfeldllp.com)  
Or visit: [www.hausfeldllp.com](http://www.hausfeldllp.com)

If you are in California, you or your counsel may also contact the lawyers who represent the California statewide class:

Sylvia M. Sokol  
Moscone Emblidge & Sater LLP  
220 Montgomery Street, Suite 2100  
San Francisco, CA 94104  
Tel: (415) 992-4355  
Email: [Sokol@mesllp.com](mailto:Sokol@mesllp.com)

Eric Fastiff  
Lief Cabraser Heimann & Bernstein, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Tel: (415) 956-1000  
Email: [efastiff@lchb.com](mailto:efastiff@lchb.com)

ADDENDUM A:

Bank of America Municipal Bond Derivatives Notice Packet

IN RE MUNICIPAL DERIVATIVES ANTITRUST LITIG.

CIVIL LITIGATION

Case Caption	Named Plaintiff(s)
<p><u>Hinds County, MS v. Wachovia Bank, N.A., et al.</u></p> <p>This is the lead class action in the consolidated litigation under Master Docket No. 08-2516 (S.D.N.Y.) &amp; MDL No. 1950</p>	<p>City of Baltimore, MD                      Univ. of Miss. Med. Ctr.                      Univ. of South. Miss.                      Miss. Dept. Transportation                      Univ. of Miss.                      Central Bucks Sch. Dist.                      Bucks County Water &amp; Sewer Auth.</p>
<p><u>Oakland v. AIG Fin. Prods. Corp., et al.</u> (08-6340 S.D.N.Y.)</p> <p><u>Alameda v. AIG Fin. Prods. Corp., et al.</u> (08-7034 S.D.N.Y.)</p> <p><u>Fresno v. AIG Fin. Prods. Corp., et al.</u> (08-7355 S.D.N.Y.)</p> <p><u>Fresno County Fin. Auth. v. AIG Fin. Prods. Corp., et al.</u> (09-1199 S.D.N.Y.)</p> <p><u>East Bay Delta Housing &amp; Finance Agency v. Bank of America, N.A., et al.</u> S.D.N.Y. 11-5796</p>	<p>City of Oakland, CA</p> <p>County of Alameda, CA</p> <p>City of Fresno, CA</p> <p>Fresno County Financing Auth.</p> <p>East Bay Delta Housing &amp; Finance Agency</p>
<p><u>West Virginia v. Bank of America, N.A., et al.</u> (10-769 S.D.N.Y.)</p>	<p>State of West Virginia by and through the Attorney General Darrell V. McGraw, Jr.</p>
<p><u>Los Angeles v. Bank of America, N.A., et al.</u> (08-10351 S.D.N.Y.)</p> <p><u>Stockton v. Bank of America, N.A., et al.</u> (08-10352 S.D.N.Y.)</p> <p><u>San Diego v. Bank of America, N.A., et al.</u> (09-1195 S.D.N.Y.)</p> <p><u>San Mateo v. Bank of America, N.A., et al.</u> (09-1196 S.D.N.Y.)</p> <p><u>Contra Costa v. Bank of America, N.A., et al.</u> (09-1197 S.D.N.Y.)</p> <p><u>Sacramento Mun. Util. Dist. v. Bank of America, N.A., et al.</u> (09-10103 S.D.N.Y.)</p> <p><u>Riverside v. Bank of America, N.A., et al.</u> (09-10102 S.D.N.Y.)</p> <p><u>Tulare v. Bank of America, N.A., et al.</u> (10-628 S.D.N.Y.)</p> <p><u>Sacramento Suburban Water Dist. v. Bank of America, N.A., et al.</u> (10-629 S.D.N.Y.)</p>	<p>City of Los Angeles, CA</p> <p>City of Stockton, CA</p> <p>County of San Diego, CA</p> <p>County of San Mateo, CA</p> <p>County of Contra Costa, CA</p> <p>Sacramento Municipal Utility District (SMUD)</p> <p>City of Riverside</p> <p>County of Tulare, CA</p> <p>Sacramento Suburban Water District</p>
<p><u>City of Stockton Redev. Agency &amp; Pub. Fin. Auth. v. Bank of America, N.A., et al.</u> (10-630 S.D.N.Y.)</p> <p><u>L.A. World Airports v. Bank of America, N.A., et al.</u> (10-627 S.D.N.Y.)</p> <p><u>Redevel. Agency of the City and County of San Francisco v. Bank of America, N.A., et al.</u> (10-4987 S.D.N.Y.)</p> <p><u>Richmond v. Bank of America, N.A., et al.</u> (10-4989 S.D.N.Y.)</p> <p><u>Redwood City v. Bank of America, N.A., et al.</u> (10-4988 S.D.N.Y.)</p> <p><u>East Bay Mun. Util. Dist. v. Bank of America, N.A., et al.</u> (10-4990 S.D.N.Y.)</p> <p><u>San Jose &amp; San Jose Redevel. Agency v. Bank of America, N.A., et al.</u></p>	<p>City of Stockton Redevelopment Agency &amp; Public Financing Authority</p> <p>Los Angeles World Airports</p> <p>Redevelopment Agency of the City and County of San Francisco</p> <p>City of Richmond, CA</p> <p>Redwood City, CA</p> <p>East Bay Municipal Utility District</p> <p>City of San Jose &amp; San Jose Redevelopment Agency</p>

ADDENDUM A:

Bank of America Municipal Bond Derivatives Notice Packet

Case Caption	Named Plaintiff(s)
<u>al.</u> (10-4991 S.D.N.Y.)	
<u>Active Retirement Community, Inc. d/b/a Jefferson's Ferry v. Bank of America, N.A., et al.</u> (10-8273 S.D.N.Y.)	Active Retirement Community, Inc. d/b/a/ Jefferson's Ferry
<u>Los Angeles Unified School District v. Bank of America, N.A., et al.</u> (11-361 S.D.N.Y.)	Los Angeles Unified School Distr. (LAUSD)
<u>Kendal on Hudson, Inc. v. Bank of America, N.A., et al.</u> (10-9496 S.D.N.Y.)	Kendal on Hudson, Inc.
<u>Peconic Landing at Southhold, Inc. v. Bank of America, N.A., et al.</u> (11-682 S.D.N.Y.)	Peconic Landing at Southhold, Inc.
<u>Utah Housing Corp. v. CDR Fin. Prods. Inc., et al.</u> (11-1019 S.D.N.Y.)	Utah Housing Corporation

**ADDENDUM B:**

**Bank of America Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
Alabama	<p>LUTHER STRANGE, Attorney General</p> <p>James M. Steinwinder, Antitrust Chief Alabama Attorney General's Office General Civil and Administrative Division 501 Washington Avenue Montgomery, Alabama 36130 334-353-9171 <a href="mailto:JSteinwinder@ago.state.al.us">JSteinwinder@ago.state.al.us</a></p>
California	<p>KAMALA D. HARRIS, Attorney General</p> <p>Natalie S. Manzo, Supervising Deputy Attorney General Office of the Attorney General 300 South Spring Street, Suite 1702 Los Angeles, CA 90013 213-897-2707 <a href="mailto:Natalie.Manzo@doj.ca.gov">Natalie.Manzo@doj.ca.gov</a></p>
Colorado	<p>JOHN W. SUTHERS, Attorney General</p> <p>Devin M. Laiho, Assistant Attorney General Consumer Protection 1525 Sherman Street, 7th Floor Denver, Colorado 80203 303-866-5079 <a href="mailto:devin.laiho@state.co.us">devin.laiho@state.co.us</a></p>
Connecticut	<p>GEORGE JEPSSEN, Attorney General</p> <p>Michael E. Cole, Chief, Antitrust Department Christopher M. Haddad, Assistant Attorneys General 55 Elm Street, PO Box 120 Hartford, CT 06141-0120 860-808-5040 <a href="mailto:michael.cole@ct.gov">michael.cole@ct.gov</a></p>

ADDENDUM B:

Bank of America Municipal Bond Derivatives Notice Packet

State	Attorney General & Assistant AG
District of Columbia	<p>IRVIN B. NATHAN, Attorney General</p> <p>Craig S. Farringer, Assistant Attorney General Public Advocacy Section Civil Litigation Division Office of the Attorney General for the District of Columbia 441 4th Street, N.W., Suite 600S Washington, DC 20001 202-442-9841 <a href="mailto:craig.farringer@dc.gov">craig.farringer@dc.gov</a></p>
Florida	<p>PAMELA JO BONDI, Attorney General</p> <p>Nicholas Weilhammer, Assistant Attorney General Office of the Attorney General of Florida The Capitol PL-01 Tallahassee, FL 32399-1050 850-414-3921 <a href="mailto:nicholas.weilhammer@myfloridalegal.com">nicholas.weilhammer@myfloridalegal.com</a></p>
Idaho	<p>LAWRENCE G. WASDEN, Attorney General</p> <p>Brett T. DeLange , Deputy Attorney General Consumer Protection Division Office of the Attorney General 954 W. Jefferson St., 2nd Floor P. O. Box 83720 Boise, Idaho 83 720-001 0 208-334-4114 <a href="mailto:brett.delange@ag.idaho.gov">brett.delange@ag.idaho.gov</a></p>
Illinois	<p>LISA MADIGAN, Attorney General</p> <p>Jamie Manning, Assistant Attorney General Office of the Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 312- 814-5470 <a href="mailto:jmanning@atg.state.il.us">jmanning@atg.state.il.us</a></p>

**ADDENDUM B:**

**Bank of America Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
Iowa	<p>TOM MILLER, Attorney General</p> <p>Layne M. Lindebak, Assistant Attorney General                      Iowa Department of Justice                      Hoover Office Building--Second Floor                      1305 East Walnut Street                      Des Moines, IA 50319                      515-281-7054  <a href="mailto:Layne.Lindebak@iowa.gov">Layne.Lindebak@iowa.gov</a></p>
Kansas	<p>DEREK SCHMIDT, Attorney General</p> <p>Lynette R. Bakker, Assistant Attorney General                      Consumer Protection &amp; Antitrust Division                      120 S.W. 10th Avenue, 2nd Floor                      Topeka, Kansas 66612-1597                      785-296-3751  <a href="mailto:lynette.bakker@ksag.org">lynette.bakker@ksag.org</a></p>
Maryland	<p>DOUGLAS F. GANSLER, Attorney General</p> <p>Ellen S. Cooper, Assistant Attorney General                      Chief, Antitrust Division</p> <p>John R. Tennis, Assistant Attorney General                      Deputy Chief, Antitrust Division                      Office of the Attorney General                      200 St. Paul Place, 19th Floor                      Baltimore, Maryland 21202                      410- 576-6470  <a href="mailto:jtennis@oag.state.md.us">jtennis@oag.state.md.us</a></p>
Massachusetts	<p>MARTHA COAKLEY, Attorney General</p> <p>William T. Matlack                      Aaron Lamb                      Assistant Attorneys General                      Office of the Attorney General                      One Ashburton Place                      Boston, MA 02108                      617- 727-2200  <a href="mailto:Aaron.Lamb@state.ma.us">Aaron.Lamb@state.ma.us</a></p>

**ADDENDUM B:**

**Bank of America Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
<p align="center"><b>Michigan</b></p>	<p>BILL SCHUETTE, Attorney General</p> <p>D.J. Pasco, Assistant Attorney General            Michigan Department of Attorney General            Corporate Oversight Division            Securities, Antitrust, and Business Section            G. Mennen Williams Building, 6th Floor            525 W. Ottawa Street            Lansing, Michigan 48933            517- 373-1160  <a href="mailto:PascoeDJ@michigan.gov">PascoeDJ@michigan.gov</a></p>
<p align="center"><b>Missouri</b></p>	<p>CHRIS KOSTER, Attorney General</p> <p>Andrew M. Hartnett, Assistant Attorney General            Missouri Attorney General's Office            P.O. Box 899            Jefferson City, MO 65102            573-751-7445  <a href="mailto:andrew.hartnett@ago.mo.gov">andrew.hartnett@ago.mo.gov</a></p>
<p align="center"><b>Montana</b></p>	<p>STEVE BULLOCK, Attorney General</p> <p>Chuck Munson, Assistant Attorney General            Office of Consumer Protection            215. N Sanders            Helena, MT 59620-1401            406-444-2026  <a href="mailto:cmunson@mt.gov">cmunson@mt.gov</a></p>
<p align="center"><b>Nevada</b></p>	<p>CATHERINE CORTEZ MASTO, Attorney General</p> <p>ERIC WITKOSKI, Consumer Advocate and Chief Deputy Attorney General</p> <p>Michael Saunders, Senior Deputy Attorney General            State of Nevada, Office of the Attorney General            Bureau of Consumer Protection            555 E. Washington Ave., Suite 3900            Las Vegas, Nevada 89101            702- 486-3793  <a href="mailto:msaunders@aq.nv.gov">msaunders@aq.nv.gov</a></p>

**ADDENDUM B:**

**Bank of America Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
New Jersey	<p>PAULA T. DOW, Attorney General</p> <p>Brian F. McDonough, Assistant Attorney General            State of New Jersey, Office of the Attorney General            Department of Law and Public Safety            Division of Law            124 Halsey Street, 5th Floor            P.O. Box 45029            Newark, New Jersey 07101            973-648-2500  <a href="mailto:Brian.McDonough@dol.lps.state.nj.us">Brian.McDonough@dol.lps.state.nj.us</a></p>
New York	<p>ERIC T. SCHNEIDERMAN, Attorney General</p> <p>Elinor R. Hoffmann, Assistant Attorney General            Sarah Hubbard, Assistant Attorney General            Office of the Attorney General            Antitrust Bureau            26th Floor, 120 Broadway            New York, NY 10271            212- 416-8262  <a href="mailto:elinor.hoffmann@ag.ny.gov">elinor.hoffmann@ag.ny.gov</a></p>
North Carolina	<p>ROY COOPER, Attorney General</p> <p>K. D. Sturgis, Assistant Attorney General            North Carolina Department of Justice            P.O. Box 629            Raleigh, NC 27602            919-716-6011  <a href="mailto:ksturgis@ncdoj.gov">ksturgis@ncdoj.gov</a></p>
North Dakota	<p>WAYNE STENEHJEM, Attorney General</p> <p>Elin S. Alm, Assistant Attorney General            Consumer Protection &amp; Antitrust Division            Office of Attorney General of North Dakota            Gateway Professional Center            1050 E. Interstate Ave., Suite 200            Bismarck, ND 58503-5574            701- 328-5570  <a href="mailto:ealm@nd.gov">ealm@nd.gov</a></p>

**ADDENDUM B:**

**Bank of America Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
Ohio	<p>MICHAEL DEWINE, Attorney General</p> <p>Doreen Johnson, Assistant Section Chief, Antitrust Section Ohio Attorney General's Office 150 E. Gay St, 23rd Floor Columbus, OH 43215 614- 466-4328 <a href="mailto:doreen.johnson@ohioattorneygeneral.gov">doreen.johnson@ohioattorneygeneral.gov</a></p>
Oregon	<p>JOHN R. KROGER, Attorney General</p> <p>Tim D. Nord, Senior Assistant Attorney General Department of Justice 1162 Court Street NE Salem, OR 97301-4096 503- 934-4400 <a href="mailto:tim.d.nord@doj.state.or.us">tim.d.nord@doj.state.or.us</a></p>
Pennsylvania	<p>LINDA L. KELLY, Attorney General</p> <p>James A. Donahue, III Chief Deputy Attorney General Office of Attorney General Antitrust Section 14th Floor, Strawberry Square Harrisburg, PA 17120 717- 787-4530 <a href="mailto:idonahue@attorneygeneral.gov">idonahue@attorneygeneral.gov</a></p>
South Carolina	<p>ALAN WILSON, Attorney General</p> <p>J.C. Nicholson, III, Assistant Attorney General Office of South Carolina Attorney General 1000 Assembly Street Rembert C. Dennis Bldg. Post Office Box 11549 Columbia, South Carolina 29211 803-734-9916 <a href="mailto:JCNicholson@scaq.gov">JCNicholson@scaq.gov</a></p>

ADDENDUM B:

Bank of America Municipal Bond Derivatives Notice Packet

State	Attorney General & Assistant AG
Utah	<p>MARK L. SHURTLEFF,                      Ronald J. Ockey, Assistant Attorney General                      Office of the Attorney General of Utah                      160 East 300 South, Fifth Floor                      Salt Lake City, Utah 84114                      801- 366-0359  <a href="mailto:rockey@utah.gov">rockey@utah.gov</a></p>
Tennessee	<p>ROBERT E. COOPER, JR. , Attorney General                       Victor J. Domen, Jr., Senior Counsel                      Tennessee Attorney General's Office                      425 Fifth Avenue North                      Nashville, TN 37202                      615- 253-3327  <a href="mailto:Vic.Domen@ag.tn.gov">Vic.Domen@ag.tn.gov</a></p>
Texas	<p>GREG ABBOTT, Attorney General                       Bret Fulkerson, Assistant Attorney General                      Texas Attorney General's Office                      300 West 15th Street, Floor 7                      Austin, Texas 78701                      512- 463-4012  <a href="mailto:bret.fulkerson@oag.state.tx.us">bret.fulkerson@oag.state.tx.us</a></p>
Wisconsin	<p>J.B. VAN HOLLEN, Attorney General                       Gwendolyn J. Cooley, Assistant Attorney General                      Wisconsin Department of Justice                      17 W. Main St.                      Madison, WI 53707-7857                      608- 261-5810  <a href="mailto:coolevqj@doj.state.wi.us">coolevqj@doj.state.wi.us</a></p>

AG Muni Bond Derivative Settlement  
c/o GCG, Inc.  
Claims Administrator  
P.O. Box 9682  
Dublin, OH 43017-4982  
(800) 374-9013

BAM



BAM0200015941

Claim No: 1000196



TURLOCK PUBLIC FINANCING AUTHORITY  
TURLOCK PUBLIC FINANCE AUTHORITY  
156 SOUTH BROADWAY  
SUITE 230  
ATTN: ANNE STONE HAMPEL  
TURLOCK, CA 95380

**ELECTION TO PARTICIPATE IN  
SETTLEMENT WITH BANK OF AMERICA**

TURLOCK PUBLIC FINANCING AUTHORITY, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, and Wisconsin and Bank of America Corporation, dated December 7, 2010.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Participating Counterparty; (2) the Participating Counterparty was the counterparty to each of the Covered Derivatives listed in the Release; and (3) the Participating Counterparty has not assigned, sold, or otherwise transferred its rights to any of the Covered Derivatives (or did not assign, sell, or transfer its rights prior to termination of any of the transactions).

Print or Type Name of Counterparty

Tax Identification Number

Signature

*Roy W. Warden*

Date

*12/19/11*

Title and Capacity of Person Signing

Address

Phone Number

Email Address



Claim No: 1000196

BAM0200015941



TURLOCK PUBLIC FINANCING AUTHORITY  
TURLOCK PUBLIC FINANCE AUTHORITY  
156 SOUTH BROADWAY  
SUITE 230  
ATTN: ANNE STONE HAMPEL  
TURLOCK, CA 95380

**RELEASE BY PARTICIPATING COUNTERPARTIES**

This release executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Releasor (as defined below) in favor of the Releasee (as defined below).

**DEFINITIONS**

- A. "Releasor" shall mean the Participating Eligible Counterparty and any of its affiliates, subsidiaries, associates, general or limited partners, or partnerships, predecessors, successors, or assigns, including any of its present or former directors or officers.
- B. "Releasee" shall mean Bank of America Corporation ("BAC"), a corporation existing and organized under the laws of the State of Delaware, with its headquarters in Charlotte, North Carolina, and its successors, assigns, subsidiaries, divisions, groups, affiliates and partnerships. BAC also includes all current officers, directors and employees of the foregoing, along with any individual who was an officer, director or employee of the foregoing as of January 8, 2007.
- C. "Relevant Conduct" shall mean engaging in the conduct set forth in the Allegations section in the Settlement Agreement (as defined herein) from January 1, 1998 through December 31, 2007 thereby unreasonably restraining competition in the marketing, sale and placement of any Municipal Bond Derivatives, or in the offer to market, sell or place any Municipal Bond Derivatives by, among other means, (i) rigging bids and fixing prices and other terms and conditions of any Municipal Bond Derivatives; (ii) conspiring with certain other Providers and/or Brokers in a scheme to engage in unfair and deceptive trade practices in the marketing, sale and/or placement of any Municipal Bond Derivatives or in the offer to market, sell or place any Municipal Bond Derivatives; (iii) engaging in unfair and deceptive trade practices, including making misrepresentations or omitting material facts in the marketing, sale and/or placement of any Municipal Bond Derivatives or in the offer to market, sell or place any Municipal Bond Derivatives; and/or (iv) any anticompetitive, deceptive, unfair or fraudulent conduct between and among Providers and or Brokers related to the bidding or negotiating for any Municipal Bond Derivatives including agreements not to bid on or otherwise not to market, sell or place any Municipal Bond Derivative.
- D. "Municipal Bond Derivatives" shall mean contracts involving the investment or reinvestment of the proceeds of tax-exempt bond issues, Qualified Zone Academy Bonds, or bonds issued by or on behalf of any governmental or quasi-governmental or non-profit entity, including, but not limited to, states, cities, towns, counties, villages, parishes, school districts, clubs, or various economic development, redevelopment, development, financing, lottery, parking, housing, educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public works, waste management, environmental, port, airport, telecommunications and power authorities, corporations or boards; and (ii) related transactions involving the management or transferral of the interest rate risk associated with those bond issues including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, escrow agreements, security sales, swaps, caps, options and swaptions. Notwithstanding the foregoing, Municipal Bond Derivatives does not include (i) contracts to underwrite the issuance of municipal bonds, (ii) credit default products, such as credit default swaps and credit default options, (iii) inter-dealer swaps or (iv) swaps or other agreements between Providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative.
- E. "Covered Derivatives" shall mean Municipal Bond Derivatives that meet the criteria set forth in Attachment A to the Settlement Agreement.



F. "Settlement Agreement" shall mean the Settlement Agreement between Bank of America Corporation and the Attorneys General of the States and Commonwealths of Alabama, California, Connecticut, Florida, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Colorado, the District of Columbia, Idaho, Iowa, Tennessee, Utah, North Dakota, and Wisconsin dated December 7, 2010 (the "Settlement Agreement").

G. Effective Date" shall mean the Effective Date of the Settlement Agreement, December 7, 2010.

RELEASE

1. In consideration of the receipt by Releasor of \$7,974.80 for damages relating to the **DSR GIC (approximate trade date 03/30/1999); CF GIC (approximate trade date 03/30/1999)**, payment of which is made by BAC in accordance with the terms of the Settlement Agreement, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, set-offs, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) demands, disputes, damages, restitution, whenever incurred, and liabilities (including joint and several) of any nature whatsoever, including without limitation, costs, fines, debts, expenses, penalties and attorneys fees, known or unknown, that it has against the Releasee arising from the Relevant Conduct through December 31, 2007 in relation to the marketing, sale or placement of Municipal Bond Derivatives.
2. The Releasor intends by this Release to settle with and release only BAC and does not intend this Release, or any part hereof or any other aspect of the Settlement Agreement or the Release, to extend to, to release or otherwise to affect in any way any rights that the Participating Counterparties have or may have against any other party or entity whatsoever, other than BAC.
3. In the event that the total payment referenced in Paragraph 1 above is not made, regardless of the reason for such non-payment, then this Release shall be null and void; provided however, that any payments made by the Releasee may be credited against any settlement, judgment, or penalties arising out of the Relevant Conduct.
4. The Releasor hereby waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This provision shall not be deemed to turn a specific release into a general release.
5. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.

Print or Type Name of Counterparty

Tax Identification Number

Signature

*Roy W. Warden*

Date

12/19/11

Title and Capacity of Person Signing

Address

Phone Number

Email Address