

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is made by and among Plaintiffs Robert Lund, Corey Goldstein, Paul Stemple, Carrie Couser and Jonathan Gehrich (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants Chase Bank USA, N.A. (“Chase USA”) and JPMorgan Chase Bank, N.A. (“JPMC Bank” and together, with Chase USA, “Chase”), on the other hand. Chase, Settlement Class Counsel (as defined below) and Plaintiffs hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all claims of Plaintiffs and the Settlement Class Members (as defined below) in the actions entitled Lund v. Chase USA, U.S.D.C. Southern District of California Case No. 3:12-CV-02554-H-DHB (“Lund”), Willis v. JPMorgan Chase & Co. and Chase USA, U.S.D.C. Central District of California Case No. 2:12-CV-10252-DMG-SH (“Willis”), and Gehrich v. Chase USA and JPMC Bank, U.S.D.C. Northern District of Illinois Case No. 1:12-CV-5510 (“Gehrich”) (collectively, the “Actions”) shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. Each of the Actions alleges that Chase USA, JPMC Bank and/or JPMorgan Chase & Co. violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), by placing calls (including text messages and/or alerts) to cellular telephones through the use of an automatic telephone dialing system or an artificial or prerecorded voice without the prior express consent of Plaintiffs and the putative class members, including without limitation by placing calls (including text messages and/or alerts) to persons who were not Chase customers and/or not the person to whom the call was intended to be directed. Gehrich was filed on July 12, 2012, Lund on October 19, 2012 and Willis on November 30, 2012.

B. Chase vigorously denies all claims asserted in the Actions and denies all allegations of wrongdoing and liability. Chase desires to settle the Actions on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings.

C. This Agreement resulted from and is the product of extensive, good faith arm's length negotiations. The Parties (as defined below) have participated in private mediation before the Honorable Edward A. Infante (Ret.), including multiple sessions on April 25, 2013, June 4, 2013 and November 14, 2013, as well as follow-up meetings and negotiations, to reach a resolution of the Actions.

D. Plaintiffs and Class Counsel have investigated the facts and law underlying the claims asserted in the Actions. Plaintiffs and Class Counsel requested, and Chase USA and JPMC Bank produced, data and documents regarding Plaintiffs' claims. Class Counsel also have engaged in numerous discussions with Chase USA and JPMC Bank regarding the claims.

E. As a result of these efforts, the Parties entered into this Agreement, subject to preliminary approval and final approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge and release all rights and claims of Plaintiffs and the Settlement Class Members in exchange for Chase USA and JPMC Bank's agreement to pay the sum of Thirty-Four Million Dollars (\$34,000,000) to create a common fund for the benefit of the Settlement Class.

F. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiffs, Chase USA and JPMC Bank agree to the Settlement, subject to approval by the Court, as follows:

II. DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. “Alert Call Subclass” means persons whom, on or after July 1, 2008 through December 31, 2013 received one or more Short Message Service (“SMS”) text messages or voice alert calls to a cellular telephone using an automatic telephone dialing system and/or prerecorded voice placed either directly or indirectly by Chase USA or JPMC Bank in connection with providing account information or suspected fraud alerts (“Automatic Alert Calls”). The Alert Call Subclass includes, without limitation, persons to whom such Automatic Alerts were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Alert was intended to be directed (these persons are referred to herein as “Wrong-Party Alert Call Subclass Members”). Alert Call Subclass Members did not also receive Collection Calls.

2. “Collection Call Subclass” means persons whom, on or after July 1, 2008 through December 31, 2013 received one or more non-emergency telephone calls to cellular telephones placed either directly or indirectly by Chase USA or JPMC Bank using an automatic telephone dialing system and/or an artificial prerecorded voice in connection with attempts to collect debts relating to Chase credit card accounts or JPMC Bank accounts (“Collection Calls”). The Collection Call Subclass includes, without limitation, persons to whom such Collection Calls were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Collection Call was intended to be directed.

3. “Second Amended Complaint” means the Consolidated Amended Complaint to be filed by Plaintiffs in Gehrich, substantially in the form appended hereto as Exhibit A, incorporating all claims from the Actions which are the subject of the Settlement.

4. “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

5. “Claim Form” or “Claim” means the claim form to be submitted by Settlement Class Members in order to receive a Settlement Award pursuant to Section III.G.2 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit B.

6. “Claim Period” means the period of time in which a Settlement Class Member must submit a Claim Form to be eligible to receive a Settlement Award as part of the Settlement. The last day of the Claim Period will be 180 days following entry of the Preliminary Approval Order.

7. “Claims Administrator” or “Settlement Administrator” means Garden City Group, subject to approval by the Court. The Claims Administrator shall be responsible for providing the Class Notice as well as services related to administration of the settlement.

8. “Class Counsel” means Burke Law Offices, LLC; Terrell Marshall Daudt & Willie PLLC; Saeed & Little LLP; Hyde & Swigart; Kazerouni Law Group, APC; Law Office of Todd Friedman; Casey Gerry Schenk Francavilla Blatt & Penfield LLP; and Ankcorn Law Firm, PC.

9. “Class Notice” or “Notice Program” means all types of notice that will be provided to the Settlement Class including the E-mail Notice, Mail Notice, Publication Notice, Website Notice and any different or additional notice that might be ordered by the Court. A description of the contemplated Notice Program is provided in Section III.F of this Agreement.

10. “Class Period” means the period from July 1, 2008 through December 31, 2013 (as defined below).

11. “Court” means the United States District Court for the Northern District of Illinois.

12. “*Cy Pres* Distribution” means monies that may be distributed in connection with the Settlement pursuant to Section III.I of this Agreement. The *Cy Pres*

Distribution is comprised of the Dedicated *Cy Pres* Distribution and any Residual *Cy Pres* Distribution.

13. “Chase’s Counsel”, “Chase USA’s counsel” or “JPMC Bank’s counsel” means Stroock & Stroock & Lavan LLP and Morgan, Lewis & Bockius LLP.

14. “Effective Date” means the fifth business day after the last of the following dates:

a. All Parties, Chase’s Counsel and Class Counsel have executed this Agreement;

b. The Court has entered, without material change, the Final Approval Order; and

c. The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable appellate period.

15. “E-mail Notice” means the notice that will be provided pursuant to Section III.F.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit C.

16. “Escrow Account” means the account to be established consistent with the terms and conditions described in Section III.D.2 of this Agreement. The Escrow Account shall be held at a bank to be selected by Class Counsel and Chase.

17. “Escrow Agent” means The Escrow Agent to be agreed upon by the Parties. The Escrow Agent shall administer the Escrow Account.

18. “Final Approval Hearing” means the date of the hearing when the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs and expenses awarded to Class Counsel and the amount of the service awards to Plaintiffs.

19. “Final Approval Order” or “Final Approval” means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Final Approval Hearing, the proposed form of which is attached hereto as Exhibit D.

20. “Fund” or “Settlement Fund” means the total cash sum of Thirty-Four Million Dollars (\$34,000,000) to be paid pursuant to Section III.D.1 of this Agreement.

21. “Mail Notice” means the notice that will be provided pursuant to Section III.F.1 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit C.

22. “Notice Deadline” shall have the meaning set forth in Section III.C.2 of this Agreement.

23. “Opt-Out and Objection Deadline” shall have the meaning set forth in Section III.C.2 of this Agreement.

24. “Parties” means Plaintiffs, Chase USA and JPMC Bank.

25. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit E. “Preliminary Approval” means the date that the Court enters, without material change, the Preliminary Approval Order.

26. “Publication Notice” means the summary notice of the Settlement that will be published pursuant to Section III.F.2 of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit F.

27. “Released Claims” means all claims to be released as set forth in Section III.I.1 of this Agreement. The “Releases” means all of the releases contained in Section III.I.1 of this Agreement.

28. “Released Parties” means those persons and entities released as set forth in Section III.I.1 of this Agreement.

29. “Releasing Parties” means all Plaintiffs and each and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any authorized users of their accounts, as set forth in Section III.I.1 of this Agreement.

30. “Settlement” means the settlement into which the Parties have entered to resolve the Actions. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

31. “Settlement Award” means a cash payment that may be available to eligible Settlement Class Members pursuant to Section III.G of this Agreement.

32. “Settlement Class” means all persons to whom, on or after July 1, 2008 through December 31, 2013, Chase USA and/or JPMC Bank placed a non-emergency call, SMS text message or voice alert call to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice. The Settlement Class is comprised of the Alert Call Subclass and Collection Call Subclass. Excluded from the Settlement Class are the Judges to whom the Actions are assigned and any member of the Judges’ staff and immediate family, as well as all persons who validly request exclusion from the Settlement Class.

33. “Settlement Class Member” means any person in the Settlement Class who does not request exclusion from the Settlement.

34. “Settlement Costs” means: (i) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (ii) any service awards to Plaintiffs approved by the Court; (iii) all costs of printing and providing notice to persons in the Settlement Class (including, but not limited to, costs for E-mail Notice, Mail Notice, Publication Notice and Website Notice and any different or additional notice that might be ordered by the Court); (iv) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing Settlement Awards and other payments, Claim Forms, the cost of maintaining a designated post office box for receiving Claim Forms; and (v) the fees, expenses and all other costs of the Claims Administrator.

35. “Website Notice” means the website notice provided pursuant to Section III.F.3 of this Agreement, substantially in the form attached hereto as Exhibit C. The Website Notice will be posted on the “Settlement Website.”

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. TERMS OF SETTLEMENT

A. Dismissal of Lund and Willis. Prior to seeking Preliminary Approval of the Settlement, Plaintiffs shall file in Gehrich the Second Amended Complaint incorporating all claims alleged or which could have been alleged in the Actions, and shall dismiss Lund and Willis without prejudice. Chase USA and JPMC Bank shall not be required to respond to the Second Amended Complaint and, pursuant to this Agreement, all material allegations thereof shall be deemed to have been denied by Chase USA and JPMC Bank.

B. Conditional Certification of the Settlement Class. Solely for the purposes of settlement, providing Class Notice and implementing this Agreement, the Parties agree to conditional certification of the Settlement Class which shall be certified in Gehrich for settlement purposes only. If the Settlement is not finalized or finally approved by the Court for any reason whatsoever, the certification of the Settlement Class is voidable by any Party, the Actions will return to their respective statuses as they existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated class certification proceedings, in response to any motion seeking to compel arbitration or otherwise asserted in any other aspect of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiffs, any person in the proposed Settlement Class, Chase USA or JPMC Bank or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Actions or in any other proceeding.

C. Preliminary Approval.

1. Confirmatory Discovery. Confirmatory Discovery, as more fully described below in Section III.Q, will be completed prior to filing the Preliminary Approval Motion. The Parties agree to cooperate and shall use their best efforts to complete Confirmatory Discovery on or before May 15, 2014 (the “Confirmatory Discovery Deadline”).

2. Preliminary Approval Motion. On or before April 30, 2014, Plaintiffs will move the Court in Gehrich for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within ninety (90) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a deadline ninety (90) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene in Gehrich (the “Opt-Out and Objection Deadline”); (f) approve the Claim Form and the claims process described herein and set a date ninety (90) days after the Notice Deadline for the submission of Claims by Collection Call Subclass Members and Wrong-Party Alert Call Subclass Members; (g) pending final determination of whether the Settlement should be approved, bar and enjoin all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in Gehrich except those related to effectuation of the Settlement; and (i) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline.

3. Stay/Bar of Proceedings. All proceedings in the Actions will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted Final Approval, the Parties in the Actions agree not to pursue any claims or defenses otherwise available to them, and no person in the Settlement Class and no person acting or purporting to act directly or derivatively on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. The Preliminary Approval Order will contain an injunction enjoining the commencement or prosecution of the Released Claims by Settlement Class Members. The Settlement will be conditioned upon the entry of such an injunction in both the Preliminary Approval Order and the Final Approval Order.

D. Settlement Consideration.

1. The Settlement Fund. As full and complete consideration for the Settlement, Chase USA and JPMC Bank will pay the total cash sum of \$34,000,000 (as defined above, the “Fund”) in full and complete settlement of all claims of Plaintiffs and the Settlement Class Members described herein. The Fund shall be used to furnish all payments to be made pursuant to the Settlement including, without limitation, all Settlement Awards to claiming Settlement Class Members, the Dedicated *Cy Pres* Distribution, any Residual *Cy Pres* Distribution, and the Settlement Costs. The Fund shall be reduced by the Settlement Costs (including reimbursement to Chase USA or JPMC Bank for costs of notice and administration paid directly by Chase USA or JPMC Bank) and the Dedicated *Cy Pres* Distribution prior to making any Settlement Awards to Settlement Class Members, as set forth in Section III.H below, and increased by any interest earned on the Fund after deposit into the Escrow Account. Chase USA and JPMC Bank shall not, under any circumstances, be obligated to pay any amounts in addition to the Fund in connection with the Settlement, except as may be agreed pursuant to Section III.F.1 below relating to Mail Notice costs.

2. The Escrow Account. Chase shall deposit the Fund into the Escrow Account as follows: (a) Chase shall advance the amounts necessary to pay for the Notice Program and settlement administration, which advances shall be credited against the Fund; and (b) Chase shall pay the balance of the Fund within five (5) business days following the Effective Date. The Escrow Agent may, but shall not be obligated to, invest the Fund in interest-bearing instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in an account fully insured by the United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Fund shall bear all risks and costs related to investment of the Fund. The Escrow Agent shall not disburse any portion of the Fund except as provided in this Agreement and with the written agreement of Class Counsel and Chase's Counsel or by order of the Court. Subject to further order or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Settlement Class Members as are consistent with the terms of this Agreement. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement or further order of the Court.

The Escrow Account shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treasury Regulation §1.468B-1. Class Counsel and, as required by law, Chase, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation. For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Escrow Account shall be Class Counsel. Class Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. The Escrow Agent shall timely and properly prepare and file any information and other tax returns necessary or advisable with respect to the Escrow Account and

the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

3. Termination. In the event that the Settlement is not approved, or is terminated, canceled or fails to become effective for any reason, the remaining Fund (including accrued interest), less expenses and taxes incurred or due and owing and payable from the Fund in accordance with this Agreement, shall be returned to Chase.

E. Claims Administrator. The Claims Administrator shall administer the Settlement distribution process. Chase will reasonably cooperate in the notice and administration process by providing the Claims Administrator, on a confidential basis, with access to the names and mailing or E-mail addresses for persons in the Settlement Class (as reflected in reasonably available computerized account records of Chase USA or JPMC Bank, as applicable) (the “Class List”) to the extent required to administer the Settlement. Chase will provide the Class List to the Claims Administrator within forty-five (45) days following Preliminary Approval.

F. Settlement Class Notice Program. Chase and/or the Claims Administrator, as specified below, shall provide Class Notice in the forms approved by the Court, as detailed below, by the Notice Deadline:

1. E-mail or Mail Notice. The Claims Administrator will provide individual notice via either: (i) electronic mail, to the most recent e-mail address as reflected in the reasonably available computerized account records of Chase USA or JPMC Bank, as applicable, to all persons in the Settlement Class for whom such records exist and who have not opted out of receiving electronic mail from Chase USA or JPMC Bank, as applicable, in accordance with their currently existing e-mail opt-out policies (the “E-mail Notice”); or (ii) direct mail, to the most recent mailing address as reflected in the reasonably available computerized account records of Chase USA or JPMC Bank, as applicable, for those persons in the Settlement Class for whom Chase USA or JPMC Bank, as applicable, does not have an e-mail address (as reflected in their reasonably available computerized account records) and/or who have opted out of receiving e-mails from Chase USA or JPMC Bank, as applicable, in accordance with their

currently existing e-mail opt-out policies, and to those Settlement Class Members to whom e-mail Notice was sent and returned as undeliverable (the "Mail Notice"). A National Change of Address update shall be performed before mailing the Mail Notice. Skip tracing shall be performed for all returned electronic and direct mail; all costs of skip tracing will be considered Settlement Costs and paid from the Fund. The E-mail Notice and Mail Notice shall direct recipients to the Settlement Website. In the event that Mail Notice is required for more than 6,000,000 Settlement Class Members attributable to JPMC Bank, Plaintiffs and JPMC Bank will mediate with Judge Infante to determine whether any additional amount should be paid by JPMC Bank for costs associated with such additional direct mailing.

2. Publication Notice. For Class Members for whom Chase USA or JPMC Bank, as applicable, does not possess contact information, the Claims Administrator will design and conduct a nationwide publication notice program which the Parties believe will fully satisfy the requirements of due process. The nationwide publication notice program is subject to approval by the Parties and will be submitted to the Court in connection with Preliminary Approval. The Publication Notice shall refer Settlement Class Members to the Settlement Website and provide a toll-free number for obtaining the Claim Form and details regarding the Settlement.

3. Website Notice. The Claims Administrator will establish and maintain the Settlement Website dedicated to the Settlement, on which will be posted the E-mail Notice, Mail Notice, Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms. These documents shall be available on the Settlement Website beginning five (5) days following Preliminary Approval and remain at least until Final Approval. The Claims Administrator shall secure a URL for the Settlement Website proposed by Class Counsel and approved by Chase. The Settlement Website shall not bear or include Chase's logo or trademarks. Ownership of the Settlement Website URL shall be transferred to Chase within 10 days after operation of the Settlement Website ceases.

4. CAFA Notice. Chase shall be responsible for timely compliance with all CAFA notice requirements, including sending the CAFA Notice within ten (10) days after Plaintiffs file the Motion for Preliminary Approval.

G. Settlement Awards.

1. Awards to Collection Call Subclass Members. Except as set forth herein, Collection Call Subclass Members and Wrong-Party Alert Call Subclass Members will be entitled to make a Claim upon the Fund for a Settlement Award. Class Members may make only one Claim for any Collection Calls regarding a credit card account and only one Claim for any Collection Calls regarding a bank account (for a maximum of two possible claims per Class Member). A Wrong-Party Alert Call Subclass Member may make only one Claim. The amount of Settlement Awards available to Members of the Settlement Class entitled to submit a Claim shall be calculated as follows:

Each Collection Call Subclass Member who submits a valid and timely Claim shall be eligible to receive a Settlement Award determined by the following formula:

- a. Each eligible JPMC Bank Account holder receives one "Award Unit";
- b. Each eligible Chase USA credit card account holder receives three Award Units;
- c. Each eligible Wrong-Party Alert Call Subclass Member receives three Award Units;
- d. Each eligible Collection Call Subclass Member who is neither a Chase USA credit card account holder nor a JPMC Bank account holder receives three Award Units;
- e. If an Collection Call Subclass Member is both a Chase USA credit card account holder and a JPMC Bank account holder, such person will receive no more than four Award Units; and
- f. Each Award Unit will have an equal monetary value, determined by dividing the net Settlement Fund (calculated as the total Settlement Fund less Settlement Costs

less Dedicated *Cy Pres* Distribution) by the total number of Award Units (calculated based upon the number of eligible claiming Class Members);

By way of illustration only:

(1) Alfonso has an account with JPMC Bank, but not a credit card with Chase USA. He received calls to his cell phone during the class period. If Alfonso makes a claim, he will receive one Award Unit.

(2) Beatrice has only a Chase USA credit card and received calls to her cell phone and will receive three Award Units if she makes a claim.

(3) Caleb has both an account with JPMC Bank and a Chase USA credit card. He received calls to his cell phone from both JPMC Bank and from Chase USA. He also received text alert messages. If Caleb makes a claim, he will receive four Award Units: one for the JPMC Bank calls, three for the Chase USA calls, and zero for the text alert messages.

(4) Danielle has no accounts with either JPMC Bank or Chase USA. She received calls from JPMC Bank that were wrong numbers. If Danielle makes a claim, she will receive three Award Units.

Assuming that the Settlement Costs total \$13.9 million, the net amount available to pay claims after Dedicated *Cy Pres* will be \$19.1 million. If 143,750 JPMC Bank account holders make claims and 46,250 total Chase USA credit card account holders, non-account holders and Wrong-Party Alert Call Subclass Members make claims, there will be a total of 282,500 Award Units ($143,750 + (46,250 \times 3)$) valued at \$67.61 each ($\$19.1 \text{ million} / 282,500$). In this example, Alfonso would receive \$67.61 (one Award Unit), Beatrice and Danielle would each receive \$202.83 (three Award Units), and Caleb would receive \$270.44 (four Award Units).

2. Conditions For Claiming Settlement Awards. Settlement Awards shall be available to eligible Settlement Class Members on a claims-made basis. To obtain a Settlement Award, Collection Call Subclass Members and Wrong-Party Alert Call Subclass Members must submit a valid and timely Claim Form, which shall include: (i) the Settlement Class Member's full name, mailing address, e-mail address; (ii) the cellular telephone number at which Chase

allegedly contacted the Settlement Class Member; (iii) certification that the Settlement Class Member, on or after July 1, 2008, received one or more non-emergency contacts from Chase USA or JPMC Bank, to the Settlement Class Member's cellular telephone; (iv) whether the Settlement Class Member was a JPMC Bank Account holder, a Chase USA credit card account holder or neither at the time of the contacts to the Settlement Class Member's cellular telephone; (v) for mailed Claim Forms, the Settlement Class Member's signature; and (vi) for Claim Forms submitted via the Settlement Website, the Settlement Class Member's electronic signature. The Claim Forms shall be submitted by mail or via the Settlement Website. Chase shall have the right to research and review the submitted Claim Forms and to deny Claims if Chase has a good faith belief that such Claims are fraudulent. Chase shall confer with Class Counsel before instructing the Claims Administrator to deny Claims under this provision. In order to be deemed timely, Claim Forms must be submitted or postmarked by the last day of the Claim Period. There will be no obligation to honor any Claim Forms submitted or postmarked after the end of the Claim Period, even if such Claim Form otherwise would be valid.

3. Publication of Award Estimates. The Class Notices will reference a range of good faith estimates by Class Counsel for Settlement Awards.

4. Obligations of Settlement Class Members Unaffected By Settlement. The Settlement shall not affect debts owed by Plaintiffs or Settlement Class Members to Chase USA or JPMC Bank or any other Chase affiliate. Plaintiffs and all Settlement Class Members will remain fully obligated on any and all such debts. Any payments pursuant to this Settlement will not re-start the statute(s) of limitations applicable to the collection of any debts.

H. Distribution of Settlement Awards.

1. Settlement Award Payments. Settlement Awards shall be mailed by the Claims Administrator within 30 days after the Effective Date. The Claims Administrator shall mail, by first-class mail, a check to each eligible Settlement Class Member receiving a Settlement Award. The Claims Administrator will perform skip tracing and re-mailing, as necessary; all costs of such work will be considered Settlement Costs and paid from the Fund.

Checks will be valid for 120 days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 120 days after the date on the check will be included as part of the Second Distribution (as defined below).

2. Second Distribution. If there is sufficient money remaining in the Fund after payment of all monies required herein (e.g., the Settlement Costs, including reimbursements to Chase USA or JPMC Bank for costs of notice or administration that are paid directly by Chase USA or JPMC Bank, Settlement Awards and Dedicated *Cy Pres* Distribution) to pay each Settlement Class Member who cashed his or her initial Settlement Award payment \$3 or more, such remaining monies will be distributed on a pro-rata basis to those Settlement Class Members (the “Second Distribution”). The Second Distribution shall be made 90 days after the last day for checks to be cashed as set forth in Section H.1 above.

3. Remaining Funds. Monies that remain undistributed 120 days following the last day for checks to be cashed as set forth in Section H.I above, including monies not distributed because there are insufficient funds to justify a Second Distribution (the “Remaining Funds”), shall be made available to pay at Chase USA or JPMC Bank’s request, and subject to Class Counsel’s approval which shall not be unreasonably withheld, any claim or demand asserted by or on behalf of any person who was eligible to participate as a Settlement Class Member in the Actions, provided that such claims or demands are made on or before December 31, 2014 and arise out of or relate to the use of an “automatic telephone dialing system” and/or an “artificial or prerecorded voice” to make “calls” to a cellular telephone (to the fullest extent that those terms are used, defined or interpreted by the TCPA, relevant regulatory or administrative promulgations, and case law). No Remaining Funds shall revert to Chase USA or JPMC Bank or otherwise be paid to Chase USA or JPMC Bank.

I. Alert Call Subclass Benefits.

1. Dedicated *Cy Pres* Distribution. In addition to the instructions to Alert Call Subclass Members regarding their entitlement to opt-out or withdraw consent to Automatic Alerts as described in Section III.J.3 and the opportunity for Wrong-Party Alert Call Subclass

Members to submit a Claim as described in Section III.G.1, as further consideration exclusively for the benefit of Alert Call Subclass Members, \$1,000,000 shall be donated to the Consumer Federation of America. This “Dedicated *Cy Pres* Distribution” shall be paid at the same time Settlement Awards are paid in accordance with Section III.H.

2. Alert Call Subclass Member Instructions. As additional consideration to the Alert Call Subclass Members, the Class Notice will include instructions for the benefit of Alert Call Subclass Members who are current Chase USA or JPMC Bank customers as to how they may opt-out or withdraw their consent to receiving Automatic Alerts by visiting the Chase.com website and following the procedures set forth. Chase agrees to process all properly submitted requests in the ordinary course of business.

3. Residual *Cy Pres* Distribution. Any Remaining Funds which remain unpaid 365 days following the Effective Date shall be paid as *cy pres* to the Electronic Frontier Foundation.

4. *Cy Pres.* Chase USA or JPMC Bank’s name (as well as its logos, trademarks or service marks) may not be used in connection with or in association with any *cy pres* funded program in the absence of Chase USA or JPMC Bank’s advance express written consent, as applicable. No press release or other disclosure of the source of the *cy pres* funding (except for those mandated by law or made in the course of settlement proceedings by the parties or the Court) may be made in the absence of Chase USA or JPMC Bank’s advance express written consent, as applicable. This paragraph shall not prevent the parties from disclosing to any *cy pres* recipients the source of the *cy pres* funds they are receiving.

J. Releases. As of the Effective Date, Plaintiffs and the Settlement Class Members provide the following releases:

Plaintiffs and each and all Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any authorized users of their

accounts, will be deemed to have fully released and forever discharged Chase Bank USA, N.A., JPMorgan Chase Bank, N.A. and JPMorgan Chase & Co. and each and all of its and their present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, and/or predecessors in interest and all of the aforementioned's respective officers, directors, employees, attorneys, shareholders, and assigns (together, the "Released Parties") from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory as of the date of Preliminary Settlement Approval: (a) that arise out of the use by Chase USA and/or JPMC Bank or by other Chase affiliates acting for or on their behalf, of an "automatic telephone dialing system" and/or an "artificial or prerecorded voice" to make "calls" to a cellular telephone (to the fullest extent that those terms are used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, relevant regulatory or administrative promulgations and case law, and which the Parties agree includes voice and text messages) by or on behalf of the Released Parties in connection with efforts to contact or attempt to contact Settlement Class Members by or on behalf of the Released Parties including, but not limited to, claims under or for violations

of the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any other statutory or common law claim arising from the use of automatic telephone dialing systems and/or an artificial or prerecorded voice, including any claim (to the extent that such claims may exist) under or for violation of federal or state unfair and deceptive practices statutes, violations of any federal or state debt collection practices acts (including, but not limited to, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*); and/or (b) that arise out of or relate in any way to the administration of the settlement, whether the claims are brought directly by or on behalf of any Settlement Class Member in an individual or class action, representative action or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief (the “Released Claims”). Notwithstanding the above, the parties agree that debt collection agencies are not released as part of this settlement. Additionally, this release does not extend to claims asserted in the matter styled *Connor v. JPMorgan Chase Bank, et al.*, 10-cv-1284 GPC (BGS), currently pending in the United States District Court, Southern District of California.

Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained therein, becomes effective. This Section constitutes a waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code, 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.

Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

K. Attorneys' Fees And Costs. Plaintiffs shall move the Court for an award of attorneys' fees and costs to be paid to Class Counsel from the Fund. Chase shall not object to such a motion so long as the amount requested is not more than one-third of the Settlement Fund after deducting the Dedicated *Cy Pres* Distribution. Class Counsel will not seek fees and costs from the Dedicated *Cy Pres* Distribution relating to Claims of the Alert Call Subclass. Within ten (10) days following Final Approval, Chase will transfer the attorneys' fees and costs awarded by the Court to the Claims Administrator to be held in escrow and the fees and costs may be paid to Class Counsel fifteen (15) days after the Effective Date. Court approval of attorneys' fees and costs, or their amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

L. Service Awards. Chase will not object to service awards to named Plaintiffs Robert Lund, Corey Goldstein, Paul Stemple, Carrie Couser, and Jonathan Gehrich so long as they do not exceed \$1,500 for each of them, to be paid out of the Fund, subject to Court

approval. Such service awards shall be transferred by Chase and paid to the named Plaintiffs at the same time as the attorneys' fees and costs payments to Class Counsel. Court approval of the service awards, or their amount, will not be a condition of the Settlement. In addition, no interest will accrue on such amounts at any time.

M. Opt-Out Right/Termination.

1. Opt-Out Requirements. Settlement Class Members may request exclusion from the Settlement by sending a written request to the Claims Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Exclusion requests must: (i) be signed by the Settlement Class Member who is requesting exclusion; (ii) include the full name, address, and account number(s) of the Settlement Class Member requesting exclusion (except that persons in the Settlement Class who do not have and have not had a credit card or deposit account with Chase shall not be required to include an account number); and (iii) include the following statement: "I/we request to be excluded from the settlement in the Gehrich action." No request for exclusion will be valid unless all of the information described above is included. For any Settlement Class Member who has more than one account, the exclusion request shall include all accounts. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class.

2. Retention of Exclusions. The Claims Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a Settlement Class Member has properly opted out.

3. Cap On Opt-Outs. All Settlement Class Members who do not opt out in accordance with the terms set forth herein will be bound by all determinations and judgments in the Actions. In the event that the number of valid opt-out requests exceeds 400 or more persons, Chase, in its sole discretion, may terminate the Settlement. Chase shall inform Class Counsel

within 30 days after it is advised in writing that the number of valid opt-out requests is higher than 400 as to whether it will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into.

N. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member who has not previously requested exclusion in accordance with the terms of this Agreement may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs and/or the service awards, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the plan of allocation, or the award of any attorney fees and/or service awards. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing, must file and serve on all parties a Notice of Intention to Appear with the Court.

2. Objection Requirements. To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Court by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked not later than the last day to file the objection: (i) Class Counsel via Terrell Marshall Daudt & Willie, PLLC, 936 North 34th Street, Suite 300, Seattle, Washington, 98103; and (ii) Chase's Counsel - Julia B. Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, Los Angeles, California, 90067. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Settling Parties to confirm, that the objector is a Settlement Class Member; (b) include a statement of such Settlement Class Member's specific

objections; and (c) state the grounds for objection, as well as identify any documents which such objector desires the Court to consider.

O. Final Approval. Following completion of the Notice Program and expiration of the Opt-Out and Objection Period, Plaintiffs shall promptly request that the Court enter the Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members (except those who have timely and validly requested to opt out of the Settlement Class) have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss Gehrich with prejudice, without costs to any party, except as provided in this Agreement, and subject to the Court retaining continuing jurisdiction over the Parties and the Fund for the purpose of enforcement of the terms of this Agreement.

P. Dismissal. Upon entry of the Final Approval Order, Gehrich shall be dismissed with prejudice as to Plaintiffs and all Settlement Class Members.

Q. Confirmatory Discovery. This Settlement was negotiated based on information, data and documents provided to Class Counsel by Chase USA and JPMC Bank. The Settlement shall be subject to additional reasonable confirmatory discovery by Plaintiffs of Chase, to be completed by the Confirmatory Discovery Deadline, of facts necessary to reasonably confirm the material information provided to Class Counsel during settlement negotiations and administrative plans and procedures for compliance with the terms of the Settlement. Plaintiffs and Class Counsel agree to work cooperatively with Chase to assure that confirmatory discovery is timely completed, not overbroad and does not compromise the privacy of Chase's customers, employees or third parties. In the event that the information obtained through confirmatory

discovery differs materially from the information provided in mediation regarding the Settlement Class composition and size, the Parties will mediate to determine whether the Settlement should be amended.

R. No Admissions. Chase USA and JPMC Bank expressly disclaim and deny any wrongdoing or liability whatsoever. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by Chase USA and JPMC Bank of any liability or wrongdoing by Chase or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Chase USA and JPMC Bank; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Chase USA and JPMC Bank in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (iii) is or may be deemed a waiver of Chase USA and JPMC Bank's right to challenge class certification if this Settlement for any reason does not become Final; or (iv) is or may be deemed to be a waiver of Chase USA and JPMC Bank's right to seek to enforce any arbitration provision in other cases or against Settlement Class Members who opt out of the Settlement.

S. No Publicity Beyond Notice Procedures. Class Counsel and/or Plaintiffs will not issue press releases or initiate any public statements regarding the Settlement, with the exception of language consistent with that contained in the Notices, which Class Counsel may use on their websites. Class Counsel and/or Plaintiffs will make no statements of any kind to any third party regarding the Settlement prior to filing a motion for Preliminary Approval with the Court, with the exception of the Claims Administrator. The Parties may make public statements to the Court as necessary to obtain Preliminary or Final Approval of the Settlement and Class Counsel will

not be prohibited from communicating with any person in the Settlement Class regarding the Actions or the Settlement. In all communications, Class Counsel must comply with all confidentiality agreements in the Actions and not disclose information that is not a part of the public record. Plaintiffs and Class Counsel shall refrain from disparaging any of the Released Parties publicly or taking any action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Actions or the Settlement.

IV. GENERAL PROVISIONS

A. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Court. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into and the Settlement and its existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Actions or for any other purpose.

B. Evidentiary Preclusion. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be a waiver of Chase USA and JPMC Bank's right to seek to enforce any arbitration provision in other cases or against persons in the Settlement Class who opt out of the Settlement. In addition, neither the fact of, nor any documents relating to, Chase USA and JPMC Bank's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The

Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

C. Destruction of Confidential Documents. It is agreed that, within thirty (30) days after the Effective Date, the originals and all copies of all confidential or highly confidential documents and/or information subject to all confidentiality agreements and any protective orders in the Actions shall be returned to the producing party or destroyed. This obligation extends to the Class List. Nothing in the Agreement shall require attorney work product or pleading files to be returned or destroyed.

D. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

E. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

F. Authority. Plaintiffs and Chase represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Chase to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind

the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

G. No Assignment. No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

H. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

I. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the parties.

J. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Plaintiffs and the Settlement Class:

ANKCORN LAW FIRM, PC
Mark Ankcorn
mark@ankcorn.com
110 Laurel Street
San Diego, CA 92101

As to Chase:

STROOCK & STROOCK & LAVAN LLP
Julia B. Strickland
jstrickland@stroock.com
Arjun P. Rao
arao@stroock.com
2029 Century Park East

As to Plaintiffs and the Settlement Class:

ANKCORN LAW FIRM, PC
Mark Ankcorn
mark@ankcorn.com
110 Laurel Street
San Diego, CA 92101

TERRELL MARSHALL DAUDT &
WILLIE PLLC
Beth E. Terrell
bterrell@tmdwlaw.com
936 North 34th Street, Suite 300
Seattle, WA 98103-8869

As to Chase:

STROOCK & STROOCK & LAVAN LLP
Julia B. Strickland
jstrickland@stroock.com
Arjun P. Rao
arao@stroock.com
2029 Century Park East
Los Angeles, CA 90067-3086

L. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2014:

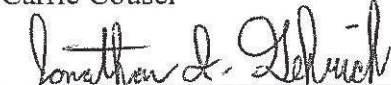
PLAINTIFFS:

Robert Lund

Corey Goldstein

Paul Stemple

Carrie Couser



Jonathan Gehrich

CHASE BANK USA, N.A.:

TERRELL MARSHALL DAUDT &
WILLIE PLLC
Beth E. Terrell
bterrell@tmdwlaw.com
936 North 34th Street, Suite 300
Seattle, WA 98103-8869

Los Angeles, CA 90067-3086

L. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of February 20, 2014:

PLAINTIFFS:

Robert Lund



Corey Goldstein

Paul Stemple

Carrie Couser

Jonathan Gehrich

CHASE BANK USA, N.A.:

By: _____

Its: _____

TERRELL MARSHALL DAUDT &
WILLIE PLLC
Beth E. Terrell
bterrell@tmdwlaw.com
936 North 34th Street, Suite 300
Seattle, WA 98103-8869

Los Angeles, CA 90067-3086

L. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of April 28, 2014:

PLAINTIFFS:



Robert Lund

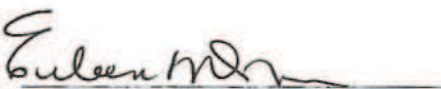
Corey Goldstein

Paul Stemple

Carrie Couser

Jonathan Gehrich

CHASE BANK USA, N.A.:

By: 

Its: CEO Chase Card Services
5/6/2014.

TERRELL MARSHALL DAIHD &
WIGLIE PLLC
Beth E. Terrell
bterrell@tmdwlaw.com
936 North 34th Street, Suite 300
Seattle, WA 98103-8869

Los Angeles, CA 90067-3086

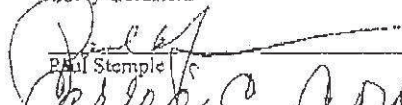
L. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of ^{April} February 14, 2014;


PLAINTIFFS:

Robert Lund

Corey Goldstein



Paul Stemple



Carrie Couser

Jonathan Gehrich

CHASE BANK USA, N.A.:

By: _____

Its: _____

By: _____

Its: _____

JPMORGAN CHASE BANK, N.A.:

By: _____



Its: _____

**APPROVED AS TO FORM AND
CONTENT:**

CLASS COUNSEL

**TERRELL MARSHALL DAUDT & WILLIE
PLLC**

Dated: April 30, 2014

By: Beth E. Terrell

Beth E. Terrell

BURKE LAW OFFICES, LLC

Dated: _____, 2014

By: _____

Alex Burke

ANKCORN LAW FIRM, PC

Dated: May 1 _____, 2014

By: Mark Ankorn

Mark Ankorn

By: _____

Its: _____

JPMORGAN CHASE BANK, N.A.:

By: _____

Its: _____

**APPROVED AS TO FORM AND
CONTENT:**

CLASS COUNSEL

**TERRELL MARSHALL DAUDT & WILLIE
PLLC**

Dated: April 30, 2014

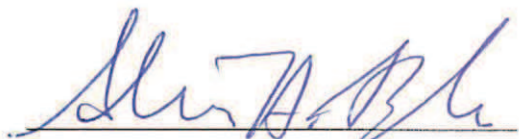
By: _____

Beth E. Terrell

BURKE LAW OFFICES, LLC

Dated: April 30, 2014

By:



Alex Burke

ANKCORN LAW FIRM, PC

Dated: _____, 2014


By:

Mark Ankcorn

SAEED & LITTLE LLP

Dated: April 29th, 2014

By:



Syed Ali Saeed

HYDE & SWIGART

Dated: _____, 2013

By:

Joshua B. Swigart

CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Dated: _____, 2013

By:

Gayle M. Blatt

KAZEROUNI LAW GROUP, APC

Dated: _____, 2014

By:

Abbas Kazerounian

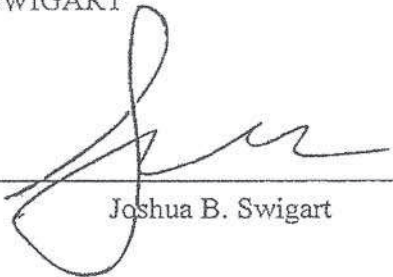
SAEED & LITTLE LLP

Dated: February __, 2014

By: _____
Syed Ali Saeed

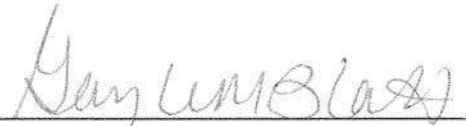
HYDE & SWIGART

Dated: ~~February~~ ^{April} 15, 2014

By: _____

Joshua B. Swigart

CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Dated: ~~February~~ ^{May} 5, 2014

By: _____

Gayle M. Blatt

KAZEROUNI LAW GROUP, APC

Dated: ~~February~~ ^{April} 15, 2014

By: _____

Abbas Kazerounian

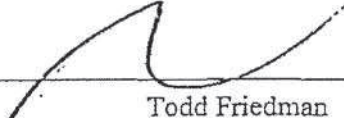
LAW OFFICE OF TODD FRIEDMAN

Dated: February __, 2014

LAW OFFICE OF TODD FRIEDMAN

Dated: April 30, 2014

By:



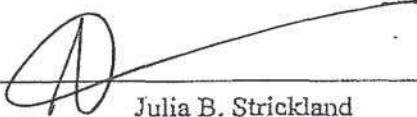
Todd Friedman

APPROVED AS TO FORM:

CHASE'S COUNSEL
STROOCK & STROOCK & LAVAN LLP

Dated: May 12, 2014

By:



Julia B. Strickland

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2014

By:

Kenneth M. Kliebard

LAW OFFICE OF TODD FRIEDMAN

Dated: _____, 2014

By: _____
Todd Friedman

APPROVED AS TO FORM:

CHASE'S COUNSEL
STROOCK & STROOCK & LAVAN LLP

Dated: _____, 2014

By: _____
Julia B. Strickland

MORGAN, LEWIS & BOCKIUS LLP

Dated: May 7, 2014

By: 
Kenneth M. Kliebard

EXHIBIT A
SECOND AMENDED COMPLAINT

Exhibit A
Amended Complaint

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JONATHAN I. GEHRICH, ROBERT LUND,
COREY GOLDSTEIN, PAUL STEMPLER and
CARRIE COUSER, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CHASE BANK USA, N.A., and JPMORGAN
CHASE BANK, N.A.,

Defendants.

NO. 1:12-CV-5510

Honorable Gary Feinerman

SECOND AMENDED COMPLAINT – CLASS ACTION

I. INTRODUCTION

1. Plaintiffs Jonathan Gehrich, Robert Lund, Corey Goldstein, Paul Stemple and Carrie Couser bring this action to secure redress from unlawful practices engaged in by Defendants, Chase Bank USA, N.A. (“Chase USA”) and JPMorgan Chase Bank, N.A. (“JPMC Bank”).

2. The Telephone Consumer Protection Act, 47 U.S.C. § 227, prohibits the use of automatic telephone dialing systems (“ATDS”) to call cellular telephones or to send text messages to cellular telephones. There exists an affirmative defense of “prior express consent,” which is available only in circumstances where the called party provided his or her cellular telephone number to the caller or its privies.

3. Chase USA and JPMC Bank called and/or sent text messages, voice alerts, and SMS messages (“alerts”) to Plaintiffs and the Class numerous times on their cellular telephones

using an ATDS and/or a prerecorded voice. Calls persisted even though Plaintiffs repeatedly requested that the calls cease.

II. VENUE AND JURISDICTION

4. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1337.

5. Venue and personal jurisdiction in this District are proper because Chase USA and JPMC Bank reside within this District.

III. PARTIES

6. Plaintiff Jonathan Gehrich is a natural person and a citizen of the State of Indiana.

7. Plaintiff Robert Lund is a natural person and a citizen of the State of California.

8. Plaintiff Corey Goldstein is a natural person and a citizen of the State of California.

9. Plaintiff Paul Stemple is a natural person and a citizen of the State of California.

10. Plaintiff Carrie Couser is a natural person and a citizen of the State of California.

11. Chase USA is one of the largest banks in the world and has customers in this District. Chase USA offers its customers credit cards. Chase USA does not offer its customers deposit accounts.

12. JPMC Bank is the largest bank in the United States and has branches in this District. JPMC Bank offers its customers deposit accounts and debit cards linked to deposit accounts. JPMC Bank does not offer credit cards.

IV. FACTS

A. Plaintiff Gehrich

13. Chase USA and JPMC Bank called and sent voice alert messages to Plaintiff Gehrich's cellular telephone numerous times after July 12, 2005. For some or all of the calls, Chase USA and JPMC Bank played artificial or prerecorded voice messages.

14. Some of the calls to Plaintiff Gehrich were attempting to locate and collect from an alleged debtor other than Plaintiff. Other calls and voice alert messages to Plaintiff Gehrich were made with the intention of contacting Plaintiff.

15. Plaintiff Gehrich did not provide prior express consent to Chase USA or JPMC Bank to call his cell phone using the challenged equipment or messages, with respect to the accounts or alleged debts about which Chase USA and JPMC Bank were calling.

16. In fact, Plaintiff Gehrich called Chase USA and JPMC Bank and: (1) notified Chase USA and JPMC Bank that they were calling the wrong person; and (2) asked for the calls to cease.

17. Chase USA and JPMC Bank received, but did not heed, Plaintiff Gehrich's requests that calls cease.

B. Plaintiff Lund

18. On or before July 1, 2011, Chase USA began calling Plaintiff Lund on his cellular telephone number ending 0500 using an ATDS.

19. During the months of July and August of 2011, Chase USA placed at least sixteen calls to Plaintiff Lund's cellular telephone number regarding a past-due credit card account belonging to his wife.

20. At no time did Plaintiff Lund give his consent for Chase USA to place such calls to him.

C. Plaintiff Goldstein

21. Beginning in mid-2009, Chase USA began contacting Plaintiff Goldstein with an ATDS using an "artificial or prerecorded voice" in order to collect upon a debt alleged to be owed by Goldstein on a credit card account.

22. On good faith information and belief, Plaintiff Goldstein did not provide his cellular telephone number to Chase USA through any medium at any time.

23. On good faith information and belief, at no time did Plaintiff Goldstein ever consent to be called on his cell phone by with Chase USA.

24. Plaintiff Goldstein received approximately thirty calls from Chase USA where Chase USA used an "artificial or prerecorded voice" in conjunction with an ATDS.

D. Plaintiff Stemple

25. Beginning in December 2012, JPMC Bank began contacting Plaintiff Stemple with an ATDS using an “artificial or prerecorded voice” in order to collect upon a debt associated with an account that does not belong to Stemple.

26. On good faith information and belief, Plaintiff Stemple did not provide his cellular telephone number to JPMC Bank in reference to this specific debt.

27. Plaintiff Stemple received approximately four calls from JPMC Bank where JPMC Bank used an “artificial or prerecorded voice” in conjunction with an ATDS.

E. Plaintiff Couser

28. Beginning in November 2012, JPMC Bank began contacting Plaintiff Couser with an ATDS using an “artificial or prerecorded voice” in order to collect upon a debt associated with an account that does not belong to Couser.

29. On good faith information and belief, Plaintiff Couser did not provide her cellular telephone number to JPMC Bank to contact Couser in reference to this specific debt.

30. Plaintiff Couser received approximately twelve calls from JPMC Bank where JPMC Bank used an “artificial or prerecorded voice” in conjunction with an ATDS.

F. Defendants’ Calls and Alerts to Plaintiffs Violate the Law

31. The telephone numbers to which Defendants placed automatic calls and sent alerts were assigned to cellular telephone services for which Plaintiffs incurred a charge for incoming calls and texts pursuant to 47 U.S.C. § 227(b)(1).

32. These telephone communications constituted communications that were not for emergency purposes as defined by 47 U.S.C. § 227(b)(1)(A)(i).

33. Plaintiffs did not provide express consent to receive calls or messages on Plaintiffs’ cellular telephones pursuant to 47 U.S.C. § 227(b)(1)(A).

34. These telephone communications by Defendants, or their agents, violated 47 U.S.C. § 227(b)(1).

35. Plaintiffs and the Class have been substantially damaged by Defendants' calls and alerts. Their privacy was improperly invaded, they were charged for the calls and alerts and they were annoyed. *See Mims v. Arrow Financial Services, Inc.*, 132 S.Ct. 740 (Jan. 18, 2012) (discussing congressional findings of consumer "outrage" as to autodialed and prerecorded calls); *Soppet v. Enhanced Recovery Co., LLC*, 679 F.3d 637 (7th Cir. 2012) (stating that unwanted cell phone robocall recipients are damaged because they are charged "out of pocket" cellular airtime minutes).

V. COUNT I – TCPA

36. Plaintiffs incorporate all previous paragraphs.

37. Chase USA and JPMC Bank violated the TCPA by placing automated calls and sending automated alerts to Plaintiffs and the Class members' cell phones using an ATDS and/or prerecorded or artificial voice without the consent of the called party.

38. Chase USA and JPMC Bank have policies, practices or procedures of placing calls and sending alerts to cell phones regarding the collection of alleged debts, and for other purposes, without the prior consent of the called parties.

39. Defendants' violations were negligent, or alternatively, they were willful or knowing. 47 U.S.C. § 312(f)(1).

VI. CLASS ALLEGATIONS

40. Plaintiffs bring this claim on behalf of a class ("Class"), consisting of:

All persons to whom, on or after July 1, 2008 through December 31, 2013, Chase USA and/or JPMC Bank placed a non-emergency call, SMS text message or voice alert call to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice.

The Class is comprised of the Alert Call Subclass and Collection Call Subclass. Excluded from the Class are the Judges to whom this action is assigned and any member of the Judges' staff and immediate family, as well as all persons who validly request exclusion from the Class.

41. The Class is so numerous that joinder of all members is impractical. Upon information and belief Plaintiffs allege that there are more than 40 members of the Class.

42. There are questions of law and fact common to the Class which predominate over any questions affecting an individual Class member. The predominant common questions include:

a. Whether Chase USA and JPMC Bank used automatic telephone dialing systems, as is used in the TCPA and applicable FCC regulations and orders, to place the calls and send the alerts at issue;

b. Whether Chase USA and JPMC Bank used an “artificial or prerecorded voice,” as used in the TCPA and applicable FCC regulations and orders, during calls and alerts to cellular telephones; and

c. Damages, including whether the violations were negligent, willful or knowing.

43. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel experienced in handling class actions and claims involving unlawful business practices. Neither Plaintiffs nor Plaintiffs’ counsel have any interests which might cause them not to vigorously pursue this action.

44. A class action is an appropriate method for the fair and efficient adjudication of this controversy. The interest of Class members in individually controlling the prosecution of separate claims against Defendants is small because it is not economically feasible to bring individual actions.

45. Management of this class action is likely to present significantly fewer difficulties than those presented in many class actions, *e.g.*, for securities fraud.

46. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the duplication of effort and expense that numerous individual actions would entail.

47. Defendants have acted on grounds generally applicable to the Class, thereby making relief appropriate with respect to the Class as a whole. Prosecution of separate actions by individual members of the Class, should they realize their rights have been violated, would likely create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Class and against Chase USA and JPMC Bank for:

- A. Statutory damages of \$500 per violation, and up to \$1,500 per violation if proven to be willful;
- B. An injunction against further violations;
- C. A declaration that Defendants' equipment and messages are regulated by the TCPA;
- D. Costs of suit;
- E. Reasonable attorney's fees as part of a common fund, if any; and
- F. Such other or further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED AND DATED this 26th day of June, 2014.

BURKE LAW OFFICES

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ANKCORN LAW FIRM, PC
11622 El Camino Real, Suite 100
Del Mar, California 92130
Telephone: (619) 870-0600

Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs demand a trial by Jury.

CERTIFICATE OF SERVICE

I, Alexander H. Burke, hereby certify that on June 26, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Kenneth Michael Kliebard
Email: kkliebard@morganlewis.com
Tedd Macrae Warden
Email: twarden@morganlewis.com
MORGAN LEWIS & BOCKIUS LLP
77 West Wacker Drive
Chicago, Illinois 60601-5094
Telephone: (312) 324-1774
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STROOCK & STROOCK & LAVAN LLP
2029 Century Park East
Los Angeles, California 90067-3086
Telephone: (310) 556-5800
Facsimile: (310) 556-5959

Attorneys for Defendants

DATED this 26th day of June, 2014.

BURKE LAW OFFICES

By: /s/ Alexander H. Burke
Alexander H. Burke
Email: aburke@burkelawllc.com
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Chicago, Illinois 60601
Telephone: (312) 729-5288
Facsimile: (312) 729-5289

Attorneys for Plaintiffs

EXHIBIT B
CLAIM FORM

Exhibit B
Claim Form

**MUST BE
POSTMARKED ON
OR BEFORE
MONTH DAY, 2015**

**Geirich TCPA
Settlement c/o GCG
P.O. Box 35112
Seattle, WA 98124-5112
Toll-Free: (XXX) XXX-XXXX**

Control No.
Claim No

0216464813
JANE CLAIMANT
4938 5TH AVE S
APT 33
SEATTLE, WA 42884

REQUIRED ADDRESS INFORMATION OR CORRECTIONS	
If the pre-printed address to the left is incorrect or out of date, OR if there is no pre-printed address to the left, YOU MUST provide your current name and address here:	
Name:	<input type="text"/>
Address:	<input type="text"/>
City/State/ZIP:	<input type="text"/>

CLAIM FORM

YOUR CLAIM FORM MUST BE POSTMARKED BY MAIL OR RECEIVED THROUGH THE SETTLEMENT WEBSITE BY MONTH DAY, 2015.

You received this Claim Form because you may be eligible to receive a cash payment in connection with a proposed class action settlement.

1. Provide the following information:

First Name:	Middle Name:
bbbbbbbbbbbbbb	bbbbbbbbbbbbbb
Last Name:	
bbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb	
Address:	
bbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb bbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb	
City:	State: ZIP:
bbbbbbbbbbbbbbbbbb bb bbbb	
Phone Number:	Account Number (if known):
(www) www-wwww	bbbbbbbbbbbbbbbbbb
Email Address:	
bbbbbbbbbbbbbbbbbbbbbbbbbbbbbb	

2. Provide the cell phone number Chase allegedly called or texted for one or more Collection Calls or Wrong-Party Automatic Alerts on or after July 1, 2008 through December 31, 2013:

(WWW) WWW - WWWWW

QUESTIONS? CALL TOLL-FREE 1 (XXX) XXX-XXXX OR VISIT WWW.GEHRICHTCPASETTLEMENT.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/pages/privacy-policy.php>

3. Check all boxes that apply to you for the time period on or after July 1, 2008 through December 31, 2013:

- I am a Chase bank account holder and I received one or more **COLLECTION CALLS** or **WRONG-PARTY AUTOMATIC ALERTS**.
- I am a Chase credit card account holder and I received one or more **COLLECTION CALLS** or **WRONG-PARTY AUTOMATIC ALERTS**.
- I am **NOT** a Chase bank account or Chase credit card account holder and I received one or more **COLLECTION CALLS** or **WRONG-PARTY AUTOMATIC ALERTS**.

Please note the following for checking the boxes above:

A COLLECTION CALL is an automated call placed to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account.

A WRONG-PARTY AUTOMATIC ALERT is an automated call or text message placed to a cell phone in connection with providing account information (but not information sent to confirm or identify suspected fraudulent activity) relating to a Chase credit card or bank account, where the person who received the communication was not the intended recipient. Wrong-Party Automatic Alerts do not include Collection Calls (defined above).

Persons who only received Automatic Alerts relating to their own Chase accounts are not eligible for a cash payment. If you are a Chase account holder and you only received Automatic Alerts but did not receive any Collection Calls or Wrong-Party Automatic Alerts, please **DO NOT** fill out this Claim Form.

4. **Certification**

By signing below, I certify that, on or after July 1, 2008 through December 31, 2013, I received one or more Collection Calls or Wrong-Party Automatic Alerts from Chase to my cell phone. I understand that Chase has the right to research and review my Claim Form and to deny my claim(s) if Chase has a good faith belief that my claim(s) are inaccurate.

Signature

[Redacted Signature Area]

Name (please print):

bbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbbb

Date

WW / WW / WWWWW

If you are mailing your Claim Form, it must be postmarked by **Month Day, 2015 [180 days following entry of the Preliminary Approval Order]** and mailed to the following address:

Gehrich TCPA
Settlement c/o GCG
P.O. Box 35112
Seattle, WA 98124-5112

You may also submit the Claim Form through the Settlement Website at www.GehrichTCPASettlement.com.

QUESTIONS? CALL TOLL-FREE 1 (XXX) XXX-XXXX OR VISIT WWW.GEHRICHTCPASETTLEMENT.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/pages/privacy-policy.php>

EXHIBIT C

E-MAIL, MAIL AND WEBSITE NOTICE

Exhibit C
E-mail, Mail and Website Notice

Exhibit C1 - Website (Home Page)

Overview

A proposed settlement of a class action lawsuit brought against Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. (collectively, "Chase") by several consumers ("Plaintiffs") has been reached in the United States District Court for the Northern District of Illinois (*Gehrich v. Chase*, Case No. 1:12-CV-5510).

Plaintiffs allege that Chase violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* ("TCPA"), by making automated telephone calls (i.e., using an automatic telephone dialing system and/or an artificial or prerecorded voice) and sending text messages to cell phones, including Collection Calls and Automatic Alerts, in connection with Chase credit card and bank accounts without the prior express consent of the people contacted.

"Collection Calls," as used here, are automated calls placed to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account. "Automatic Alerts," as used here, are automated calls or texts placed to a cell phone that provide account information (but not information sent to confirm or identify suspected fraudulent activity) to the recipient.

Who Is In The Settlement?

You are in the Settlement Class if, on or after July 1, 2008 through December 31, 2013, you received:

- (1) Collection Calls relating to a Chase credit card or bank account.
- (2) Automatic Alerts relating to a Chase credit card or bank account, and *you were the intended recipient of the communication*; or
- (3) Automatic Alerts relating to a Chase credit card or bank account, and *you were not the intended recipient of the communication*.

What Are The Terms Of The Settlement?

Chase will pay the amount of \$34,000,000 into a Settlement Fund, which will cover: (1) cash payments to eligible persons in the Settlement Class who submit timely and valid Claim Forms; (2) a payment of \$1,000,000 to the Consumer Federation of America on behalf of persons in the Settlement Class who received Automatic Alerts relating to their own Chase bank or credit card accounts; (3) an award of attorneys' fees and expenses to Class Counsel, in an amount not to exceed \$11,000,000, as approved by the Court; (4) service awards to the Class Representatives, in an amount not to exceed \$1,500 each, as approved by the Court; and (5) the costs of administering the Settlement.

Cash Payments. The following persons in the Settlement Class are eligible to submit a Claim Form and receive a cash payment: (1) persons who received Collection Calls relating to a Chase credit card or bank account; and (2) persons who received Automatic Alerts and *were not the intended recipient of the communications*. Depending upon their relationship with the Chase entity that placed the calls, Plaintiffs estimate that each eligible Settlement Class Member will

receive a cash award of \$20-40 per claim. This is an estimate only. The final cash payment amount will depend on the total number of valid and timely claims submitted by eligible Settlement Class Members. Please see the Class Notice for additional information.

Persons in the Settlement Class who only received Automatic Alerts relating to their own Chase credit card or bank accounts are not eligible for a cash payment and thus may not submit a claim.

Please see the Class Notice for additional detail.

What Are Your Options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
Submit a Claim Form	Eligible persons in the Settlement Class may submit a Claim Form to receive a cash payment. Those persons may submit a Claim Form online at www.GehrichTCPASettlement.com or by mail to Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112. If your Claim Form is not submitted by the deadline, you will not receive a cash payment.	Your claim form must be submitted online or mailed and postmarked by MONTH DAY, 2015 .
Do Nothing	If you do nothing, you will not receive a settlement payment and will give up your right to sue Chase separately.	
Exclude Yourself or “Opt Out” of the Settlement	If you ask to be excluded, you will not receive a payment. This option allows you to pursue your own claims against Chase in the future.	Your exclusion request must be postmarked on or before MONTH DAY, 2015 .
Object	Write to the Court about why you believe the Settlement is unfair in any respect.	Your objection must be postmarked on or before MONTH DAY, 2015 .
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the Settlement.	You must file with the Court and serve on all parties a Notice of Intention to Appear.

Please see the Class Notice for additional detail.

Final Approval Hearing

The Court will hold a Final Approval Hearing on Month Day 2015 at xx:00 a.m./p.m. to determine whether the Settlement is fair, reasonable and adequate. If there are valid and timely objections, the Court will consider them.

The Class Notice contains additional information and important details regarding this Settlement. Please review it carefully.

This website will be updated as additional information becomes available. Please check back periodically for important updates regarding the Settlement.

United States District Court for the Northern District of Illinois

If automated collection calls or account information calls or texts relating to a Chase credit card or bank account were directed to your cell phone from July 1, 2008 through December 31, 2013, this Notice describes your rights and potential benefits from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Several consumers (“Plaintiffs”) have sued Chase Bank USA, N.A. (“Chase USA,” which issues and services credit cards) and JPMorgan Chase Bank, N.A. (“JPMC Bank,” which provides consumer banking services) (together, “Chase”).
 - Plaintiffs allege that Chase violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”), by making automated telephone calls (i.e., using an automatic telephone dialing system and/or an artificial or prerecorded voice) and sending text messages to cell phones, including for purposes of Automatic Alerts, in connection with Chase credit card and bank accounts without the prior express consent of the people contacted. “Automatic Alerts,” as used in this Notice, are automated calls or texts to a cell phone that provide account information (but not information sent to confirm or identify suspected fraudulent activity).
- Plaintiffs and Chase have reached a proposed settlement (the “Settlement”) as described below.
- **You are part of the Settlement and are eligible to submit a Claim for a cash payment if, on or after July 1, 2008 through December 31, 2013, you received:**
 - (1) Collection Calls. A “Collection Call” is an automated call to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account.
 - (2) Wrong-Party Automatic Alerts. A “Wrong-Party Automatic Alert” is an automated call or text to a cell phone in connection with providing account information (not sent to confirm or identify suspected fraudulent activity) relating to a Chase credit card or bank account, where the person who received the communication was not the intended recipient. Wrong-Party Automatic Alerts do not include Collection Calls.
- **You are part of the Settlement but are not eligible to submit a Claim for a cash payment if, on or after July 1, 2008 through December 31, 2013, you received Automatic Alerts regarding your own Chase credit card or bank account.** However, you may opt out of Automatic Alerts or withdraw your consent to continue receiving them by changing your account setting to stop receiving Automatic Alerts. Question 6 of this Notice explains how you can stop receiving Automatic Alerts. Chase also has agreed to pay \$1,000,000 to the Consumer Federation of America on behalf of consumers who received Automatic Alerts regarding their own Chase credit card or bank accounts.
- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	Certain persons in the Settlement Class (as described in Question 6 below) may submit a Claim Form to receive a cash payment. Those persons may submit a Claim Form online at www.GehrichTCPASettlement.com or by mail to Gehrich TCPA Settlement, c/o Garden City Group, P.O. Box 35112, Seattle, WA 98124-5112. If your Claim Form is not submitted by the deadline, you will not receive a cash payment.
Do Nothing	If you do nothing, you will not receive a settlement payment and will give up your rights to sue Chase separately.
Exclude Yourself or “Opt Out” of the Settlement	If you ask to be excluded, you will not receive a payment. This option allows you to pursue your own claims against Chase in the future.
Object	Write to the Court about why you believe the Settlement is unfair in any respect.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the Settlement.

- The Court still has to decide whether to approve the Settlement. Settlement payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

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**Questions? Call X-XXX-XXX-XXXX or visit [www. GehrichTCPASettlement.com](http://www.GehrichTCPASettlement.com)
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510 (N.D. Ill.). Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I got an email or postcard about this Settlement? What if I saw something in a newspaper [or online] about this Settlement?

If you received an email or postcard describing this Settlement, that is because you may have received, on or after July 1, 2008 through December 31, 2013, Collection Calls or Automatic Alerts.

If you saw something in a magazine about the Settlement, you still may be part of the Settlement Class. See Question 5 below for more information.

3. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative Plaintiffs, also known as “Class Representatives,” assert claims on behalf of the entire class.

Here, the Class Representatives claim that, on or after July 1, 2008 through December 31, 2013, Chase violated the TCPA by using an automatic telephone dialing system (and/or an artificial or prerecorded voice) to make calls or send texts without “prior express consent,” within the meaning of the TCPA, from the recipients, including recipients who were not Chase customers and/or not the persons to whom Chase intended to direct the communications.

The Court has provisionally certified the lawsuit as a class action for settlement purposes only (the “Settlement Class”). Chase denies that it did anything wrong, and denies that this case would be certified as a class action in litigation.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Chase. Both sides agreed to a settlement to avoid the expense and distraction of litigation. The Class Representatives and the lawyers representing the Settlement Class (“Class Counsel”) think the Settlement is fair and recommend it for all persons in the Settlement Class.

**Questions? Call X-XXX-XXX-XXXX or visit [www. GehrichTCPASettlement.com](http://www.GehrichTCPASettlement.com)
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are in the Settlement Class if, on or after July 1, 2008 through December 31, 2013, you received:

- (1) Collection Calls relating to a Chase credit card or bank account;
- (2) Automatic Alerts relating to a Chase credit card or bank account, and you *were the intended recipient of the communication*; or
- (3) Automatic Alerts relating to a Chase credit card or bank account, and you *were not the intended recipient of the communication*.

The Settlement Class does not include any person who excludes him or herself from the Settlement by following the procedures described under Question 10. A person who does not exclude him or herself is a “Settlement Class Member.”

If you have questions about whether you are part of the Settlement Class, you may call 1-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What benefits does the Settlement provide?

Settlement Fund. Chase will pay the amount of \$34,000,000 into a fund (the “Settlement Fund”), which will cover: (1) cash payments to eligible persons in the Settlement Class who submit timely and valid Claim Forms; (2) a payment of \$1,000,000 to the Consumer Federation of America on behalf of persons in the Settlement Class who received Automatic Alerts relating to their own Chase bank or credit card accounts; (3) an award of attorneys’ fees and expenses to Class Counsel, in an amount not to exceed \$11,000,000, as approved by the Court; (4) service awards to the Class Representatives, in an amount not to exceed \$1,500 each, as approved by the Court; and (5) the costs of administering the Settlement. Any funds that remain unpaid 365 days following the Settlement’s Effective Date (as defined in the Settlement) will be donated to the Electronic Frontier Foundation.

Cash Payments. The following persons in the Settlement Class are eligible to submit a Claim Form and receive a cash payment: (1) persons who received Collection Calls relating to a Chase credit card or bank account; and (2) persons who received Automatic Alerts and *were not the intended recipient of the communications*. To submit a Claim Form, follow the procedures described under Question 8 below.

Dedicated Cy Pres Distribution. Persons in the Settlement Class who received Automatic Alerts relating to their own Chase accounts are not eligible for a cash payment and, thus, may not submit a Claim Form. For the benefit of those persons, Chase will pay \$1,000,000 to the Consumer Federation of America, subject to court approval.

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

Stopping Automatic Alerts. Persons who receive(d) Automatic Alerts relating to their own Chase accounts may request to stop Automatic Alerts by logging on to their Chase.com account and visiting the Customer Center or Account Alerts section to manage their current account alerts. Additionally, they may respond with “STOP” to Automatic Alerts sent by Chase to stop future Automatic Alerts. All such properly submitted changes will be processed in accordance with Chase’s normal business practice. Chase customers who do not have a Chase.com account may visit a local bank branch and request that a Chase bank representative make any changes to their Automatic Alerts.

No Portion of the Settlement Fund Will Return to Chase. Any amount remaining in the Settlement Fund after paying all valid and timely Claims to Settlement Class Members, attorneys’ fees and costs to Class Counsel, service awards to the Class Representatives, the costs of administering the Settlement and the dedicated *cy pres* distribution will be paid either: (1) in a second distribution to Settlement Class Members who submitted valid and timely Claim Forms and whose initial payments were cashed; or (2) if there are not enough funds to justify a second distribution, the remaining funds will be donated to the Electronic Frontier Foundation. There will only be a second distribution if there are enough funds to pay each Settlement Class Member \$3.00 or more through a second distribution. No portion of the Settlement Fund will return to Chase.

THE AMOUNT OF YOUR PAYMENT AND HOW YOU GET IT

7. How much will my cash payment be?

The amount of your cash payment depends on: (1) the type of communication you received from Chase (Collection Call or Wrong-Party Automatic Alert); (2) whether you are a Chase bank account customer or credit card holder; and (3) the total number of valid and timely Claim Forms submitted. The amount of each payment will be determined as follows:

First: The Garden City Group (the “Settlement Administrator”) will determine the portion of the Settlement Fund to be distributed to eligible Settlement Class Members after subtracting the dedicated *cy pres* distribution, the Court-approved award of attorneys’ fees and costs to Class Counsel, the Court-approved service awards for the Class Representatives and the costs of administering the Settlement (the “Net Settlement Fund”).

Second: The Settlement Administrator will calculate the amount that each eligible Settlement Class Member will receive from the Net Settlement Fund. Settlement Class Members may submit a Claim Form requesting payment for more than one category of relief, if they fit the descriptions of the different categories of relief offered by the Settlement. The Settlement Administrator will allocate a certain number of “Award Units” to each Claim that a Settlement Class Member submits, as follows:

1. Chase bank account customers who (1) are not also Chase credit card account holders, (2) received a Collection Call or a Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, will receive one (1) Award Unit.
2. Chase credit card account holders who (1) are not also Chase bank account customers, (2) received a Collection Call or a Wrong-Party Automatic Alert and (3) submit a valid and

**Questions? Call X-XXX-XXX-XXXX or visit [www. GehrichTCPASettlement.com](http://www.GehrichTCPASettlement.com)
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

timely Claim Form, will receive three (3) Award Units. Chase credit card holders get triple credit for Collection Calls or Wrong-Party Automatic Alerts because, unlike Chase bank account customers, their claims are not subject to certain unique legal defenses.

3. Persons in the Settlement Class who (1) are neither Chase credit card account holders nor Chase bank account customers, (2) received a Collection Call or Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, receive three (3) Award Units.
4. Persons in the Settlement Class who (1) are both Chase credit card account holders and bank account customers, (2) received a Collection Call or Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, may receive no more than four (4) Award Units.

Third: The Settlement Administrator will add the total number of Award Units allocated to all the Settlement Class Members who submitted Claims and then divide this number into the Net Settlement Fund. The result will be the cash value of each Award Unit.

Fourth: The Settlement Administrator will determine each eligible claimant's award by multiplying the claimant's total Award Units by the value of each Award Unit.

Plaintiffs estimate that each eligible Settlement Class Member will receive a cash award of \$20-40 per Claim. **This is an estimate only. The final cash payment amount will depend on the total number of valid and timely Claims submitted by eligible Settlement Class Members.**

8. How do I get my payment?

To receive a payment, you must submit a Claim Form by Month Day, 2015. You may submit a Claim Form by going to the Settlement Website at www.GehrichTCPASettlement.com and following the instructions. You may also request a hard copy of the Claim Form by calling the Settlement Administrator toll-free at 1-XXX-XXX-XXXX. Claim Forms sent by mail must be postmarked by Month Day, 2015 and mailed to:

Gehrich TCPA Settlement
c/o Garden City Group
P.O. Box 35112
Seattle, WA 98124-5112

The Court will hold a hearing on _____, 2015 to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

9. What am I giving up to get a payment or stay in the Settlement Class?

The TCPA permits consumers who receive automated calls or texts to their cell phones without their "prior express consent" to recover actual damages or \$500 in statutory damages per call or text. If the consumer proves that calls were placed or texts were sent "willfully," the consumer can recover up to \$1,500 in statutory damages per call or text.

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means that you can't sue, continue to sue or be part of any other

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

lawsuit against Chase on the TCPA claims, and other related claims, that are subject to the Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available at www.GehrichTCPASettlement.com) specifically describes the claims you are releasing ("Released Claims" or "Release") in detail, so read it carefully. In summary, the Release includes, without limitation, all claims that arise out of the use by Chase or Chase affiliates, acting for or on their behalf, of an "automatic telephone dialing system" and/or an "artificial or prerecorded voice" to make "calls" to a cellular telephone (to the fullest extent that those terms are used, defined or interpreted by the TCPA, relevant regulatory or administrative promulgations and case law, and which the parties agree includes voice and text messages) attempts to contact Settlement Class Members by or on behalf of the Released Parties (as defined in the Settlement) including, but not limited to, claims under or for violations of the TCPA and any other statutory or common law claim arising from the use of automatic telephone dialing systems and/or an artificial or prerecorded voice, including any claim (to the extent that such claims may exist) under or for violation of federal or state unfair and deceptive practices statutes and violations of any federal or state debt collection practices acts (including, but not limited to, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*).

If you have any questions about the Release or what it means, you can also talk to Class Counsel, listed under Question 11, for free, or you can, at your own expense, talk to your own lawyer.

The Release does not apply to persons in the Settlement Class who timely exclude themselves from the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive benefits from this Settlement, and you want to keep the right to sue or continue to sue Chase on your own about the Released Claims under the Settlement, then you must take steps to exclude yourself from the Settlement.

10. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded. You must sign the letter and include your full name, address, telephone number and all Chase credit card and bank account numbers (unless you do not have and have not had a credit card or bank account with Chase). You must also include the following statement: "I/we request to be excluded from the Settlement in the Gehrich action." **You must mail your signed exclusion request postmarked no later than _____, 2015 to:**

Gehrich TCPA Settlement
c/o Garden City Group
P.O. Box 35112
Seattle, WA 98124-5112

If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Chase in the future.

THE LAWYERS REPRESENTING YOU

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

11. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and the Settlement Class as Class Counsel:

- Burke Law Office, LLC;
- Terrell Marshall Daudt & Willie PLLC;
- Ankcorn Law Firm, PC;
- Saeed & Little LLP;
- Hyde & Swigart;
- Kazerouni Law Group, APC;
- Law Offices of Todd Friedman, P.C.; and
- Casey Gerry Schenk Francavilla Blatt & Penfield LLP.

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

12. How will Class Counsel and the Class Representatives be paid?

Class Counsel will ask the Court to approve an attorneys' fee and cost award of up to 33% of the \$34,000,000 Settlement Fund -- after deducting the \$1,000,000 dedicated *cy pres* payment -- for a total award of \$11,000,000. This payment will compensate Class Counsel for investigating the facts, litigating the case and concluding the Settlement. Class Counsel will also request service awards of \$1,500 each for the five Representative Plaintiffs to compensate them for their time and effort.

The Court may award less than the amounts requested for Class Counsel and the Representative Plaintiffs. You may object to Class Counsel's application for attorneys' fees and costs and/or the service awards. For more information about making an objection, see Question 13 below.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court that I do not think the Settlement is fair?

You can tell the Court that you don't agree with the Settlement or some part of it. If you are a Settlement Class Member, you can object to the Settlement and state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement in *Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510 (N.D. Ill.). You must: (1) attach documents establishing, or provide information sufficient to allow the parties to confirm, that you are a Settlement Class Member; (2) include a statement of your specific objection; and (3) state the grounds for objection, as well as identify any documents that you want the Court to consider. **Your objection to the Settlement must be filed no later than _____ with the Court:**

Court: *Gehrich v. Chase USA and JPMC Bank*,
Case No. 1:12-CV-5510

**Questions? Call X-XXX-XXX-XXXX or visit [www. GehrichTCPASettlement.com](http://www.GehrichTCPASettlement.com)
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

Clerk of the Court
U.S. District Court for the
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

Your objection must also be mailed to both Class Counsel and Chase's counsel, as set forth below, **postmarked no later than** _____:

Class Counsel: Beth Terrell, Esq.
Terrell Marshall Daudt & Willie PLLC
936 N. 34th Street, Suite 300
Seattle, WA 98103

Chase's Counsel: Julia B. Strickland, Esq.
Stroock & Stroock & Lavan LLP
2029 Century Park East, 16th Floor
Los Angeles, CA 90067

THE FINAL APPROVAL HEARING

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

The Court will hold a hearing ("Final Approval Hearing") to decide whether to approve the Settlement, including the amount of attorneys' fees and costs to be paid to Class Counsel and the amount of service awards to be paid to the Class Representatives. This Final Approval Hearing will be held at ___ on _____, ___, 2015 at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois in Courtroom ___. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether to award attorneys' fees and costs and service awards as described above, and in what amounts. If there are objections, the Court will consider them. At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. The parties do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at the Final Approval Hearing, but you may attend at your own expense.

15. 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, you must file a Notice of Intent to Appear at the Final Approval Hearing with the Court and mail it to all of the parties, at the addresses set out under Question 13. It must be filed and postmarked no later than ___, 2015.

**Questions? Call X-XXX-XXX-XXXX or visit [www. GehrichTCPASettlement.com](http://www.GehrichTCPASettlement.com)
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not receive a cash payment after the Court approves the Settlement and any appeals are resolved. In order to receive a payment, you must submit a Claim Form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Chase about the legal issues in this case, and all the decisions and judgments by the Court in this case will bind you, as will the Releases.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.GehrichTCPASettlement.com, where you will also find answers to common questions about the Settlement, plus other information to help you determine whether you are part of the Settlement Class and whether you are eligible for a payment. You may request a mailed copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-XXX-XXX-XXXX or writing to: Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112.

**Questions? Call X-XXX-XXX-XXXX or visit www.GehrichTCPASettlement.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

If automated collection calls or account information calls or texts relating to a Chase credit card or bank account were directed to your cell phone from July 1, 2008 through December 31, 2013, this Notice describes your rights and potential benefits from a class action settlement.

Why did I get this Notice? You received this email notice because a proposed settlement of a class action lawsuit filed against Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. (collectively, “Chase”) by several consumers (“Plaintiffs”) has been reached in the United States District Court for the Northern District of Illinois (*Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510) (the “Settlement”).

You may be in the Settlement Class because you may have received, on or after July 1, 2008 through December 31, 2013: (1) Collection Calls relating to a Chase credit card or bank account; (2) Automatic Alerts relating to a Chase credit card or bank account, and you *were the intended recipient of the call*; or (3) Automatic Alerts relating to a Chase credit card or bank account, and you *were not the intended recipient of the call*. As used in this Notice, “Collection Calls” are automated calls placed to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account, and “Automatic Alerts” are automated calls or texts placed to a cell phone that provide account information (but not information sent to confirm or identify suspected fraudulent activity).

A person who does not exclude him or herself is a “Settlement Class Member.” The Court authorized this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to approve the Settlement. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

What is this lawsuit about? Plaintiffs brought this lawsuit alleging that Chase violated the Telephone Consumer Protection Act, 47 U.S.C. §227, *et seq.* (“TCPA”), by making automated calls and/or sending text message alerts to cell phones without prior permission from the people contacted, including people who were not Chase customers and/or not the person to whom Chase intended to direct the call.

What are the terms of the Settlement? Chase will pay the amount of \$34,000,000 into a fund, which will cover: (1) cash payments to eligible persons in the Settlement Class who submit timely and valid Claim Forms; (2) a payment of \$1,000,000 to the Consumer Federation of America on behalf of persons in the Settlement Class who received Automatic Alerts relating to their own Chase bank or credit card accounts; (3) an award of attorneys’ fees and expenses to Class Counsel, in an amount not to exceed \$11,000,000, as approved by the Court; (4) service awards to the Class Representatives, in an amount not to exceed \$1,500 each, as approved by the Court; and (5) the costs of administering the Settlement. The foregoing is a summary and you should review the Settlement at www.GehrichTCPASettlement.com for complete terms.

Cash payments. The following persons in the Settlement Class are eligible to submit a Claim Form and receive a cash payment: (1) persons who received Collection Calls relating to a Chase credit card or bank account; and (2) persons who received Automatic Alerts and *were not the intended recipient of the communications*.

Persons in the Settlement Class who only received Automatic Alerts relating to their own Chase credit card or bank accounts are not eligible for a cash payment and thus may not submit a Claim Form. However, they may request to stop receiving Automatic Alerts in the future by logging on to their Chase.com account and managing their current account alerts, by responding “STOP” to any Automatic Alerts, or by visiting a local Chase branch and requesting a change or stop to their Automatic Alerts.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form. This is the only way for eligible persons in the Settlement Class to get a cash payment. If eligible, you may submit a Claim Form by going to the Settlement Website at www.GehrichTCPASettlement.com and following the instructions. You may also request a hard copy of the Claim Form by calling the Settlement Administrator toll-free at 1-XXX-XXX-XXXX. Plaintiffs estimate that each eligible Settlement Class Member will receive \$20-40 per claim. This is an estimate only. The final cash payment amount will depend on the total number of valid and timely claims submitted by eligible Settlement Class Members. Your Claim Form must be postmarked by mail and sent to Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112 or received through the Settlement Website [insert link to www.WEBSITE.com] by **Month Day, 2015**.

Do nothing and remain a Settlement Class Member. Unless you exclude yourself, you will be a Settlement Class Member. That means that you can’t sue, continue to sue or be part of any other lawsuit against Chase on the TCPA claims, and other related claims, that are subject to the Settlement. It also means that all of the Court’s orders will apply to you and legally bind you.

Exclude yourself. If you don’t want to be a Settlement Class Member, you must exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded. You must sign the letter and include your full name, address, and all Chase credit card and bank account numbers (unless you do not have and have not had a credit card or bank account with Chase). You must also include the following statement: “I/we request to be excluded from the Settlement in the Gehrich action.” **You must mail your signed exclusion request postmarked no later than _____, 2015 to:**

Gehrich TCPA Settlement
c/o Garden City Group
P.O. Box 35112
Seattle, WA 98124-5112

Object. If you remain a Settlement Class Member, you may object to the Settlement by writing to the Court and sending copies to counsel postmarked no later than **Month Day, 2015**.

Additional details on how to object or exclude yourself from the Settlement are contained in the detailed notice which is available on the Settlement Website at [insert link to www.WEBSITE.com].

Go to the Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month Day, 2015, at X:00 a.m./p.m.** to decide whether to approve the Settlement, including the amount of attorneys' fees and costs to be paid to Class Counsel and the amount of service awards to be paid to the Class Representatives, as requested. It is not necessary for you to appear at the Final Approval Hearing, but you may attend at your own expense.

Further information regarding the Settlement is available at [www.WEBSITE.com]. You may also contact the Settlement Administrator toll-free at 1-XXX-XXX-XXXX or by writing to: Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112.

The United States District Court for the Northern District of Illinois has ordered this email notice to be sent. If you wish to UNSUBSCRIBE from future email messages from the Class Settlement Administrator with regard to this Settlement, please click on this [link](#).

LEGAL NOTICE

If automated collection calls or account information calls or texts relating to a Chase credit card or bank account were directed to your cell phone from July 1, 2008 through December 31, 2013, this Notice describes your rights and potential benefits from a class action settlement.

This Notice may affect your legal rights. Please read it carefully.

What is this Settlement about? Plaintiffs allege that Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. (collectively, “Chase”) violated the Telephone Consumer Protection Act (“TCPA”) by making automated telephone calls and sending text messages to cell phones in connection with Chase credit card and bank accounts without the prior express consent of the people contacted. Chase denies these allegations. The parties have reached a settlement (*Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510 (N.D. Ill.)).

Who is in the Settlement Class? You are in the Settlement Class if, on or after July 1, 2008 through December 31, 2013, you received, without your consent, automated: (1) Collection Calls to a cell phone relating to a Chase credit card or bank account; (2) Automatic Alerts to a cell phone providing information relating to a Chase credit card or bank account, and *you were the intended recipient of the communication*; or (3) Automatic Alerts to a cell phone providing account information relating to a Chase credit card or bank account, and *you were not the intended recipient of the communication*.

What are the terms of the Settlement? Chase will pay \$34,000,000 for: (1) cash payments to eligible persons in the Settlement Class who submit timely and valid Claims; (2) a payment of \$1,000,000 to the Consumer Federation of America; (3) Plaintiffs’ attorneys’ fees and expenses; (4) service awards to named Plaintiffs; and (5) settlement administration costs. Plaintiffs estimate that eligible Settlement Class Members will receive a cash award of \$20-40 per claim. You may submit a Claim at www.GehrichTCPASettlement.com or call 1-877-899-2893 to request a paper Claim Form.

What are my other options? You may exclude yourself from the Settlement by Month DD, 2015 or you will not be able to pursue your claims against Chase in the future. You may object to the Settlement by Month DD, 2015. You may appear at the Final Approval Hearing on Month DD, 2015, during which the Court will consider whether to approve the Settlement, but you don’t have to. You may also do nothing. Claims must be submitted by Month DD, 2015.

This Notice is a summary only. Additional information is available at www.GehrichTCPASettlement.com. You may

also contact the Settlement Administrator toll-free at 1-877-899-2893 or by writing to Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112.

EXHIBIT D
FINAL APPROVAL ORDER

Exhibit D
Final Approval Order

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JONATHAN I. GEHRICH, ROBERT LUND,
COREY GOLDSTEIN, PAUL STEMPLER and
CARRIE COUSER, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CHASE BANK USA, N.A., and JPMORGAN
CHASE BANK, N.A.,

Defendants.

NO. 1:12-CV-5510

Honorable Gary Feinerman

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

[The Court having held a Final Approval Hearing on _____, 2014 at _____m., notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Preliminarily Approving Class Action Settlement, Conditionally Certifying Settlement Class Approving Procedure and Form of Notice, and Scheduling Final Approval Hearing ("Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement, fully executed on May 12, 2014, including its exhibits and the Amendment to Settlement Agreement fully executed on August 6, 2014 (the "Settlement Agreement"), and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order (Dkt. No. ____) are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of this Action and over the Parties, including all members of the following Settlement Class and Subclasses certified for settlement purposes in this Court's Preliminary Approval Order:

Settlement Class: All persons to whom, on or after July 1, 2008 through December 31, 2013, Chase USA and/or JPMC Bank placed a non-emergency call, SMS text message or voice alert call to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice.

Alert Call Subclass: Persons whom, on or after July 1, 2008 through December 31, 2013 received one or more Short Message Service ("SMS") text messages or voice alert calls to a cellular telephone using an automatic telephone dialing system and/or prerecorded voice placed either directly or indirectly by Chase USA or JPMC Bank in connection with providing account information ("Automatic Alert Calls"). The Alert Call Subclass includes, without limitation, persons to whom such Automatic Alerts were placed notwithstanding that they are not Chase

customers and/or not the person to whom the Automatic Alert was intended to be directed (these persons are referred to herein as “Wrong Party Alert Subclass Members”). Alert Call Subclass Members did not also receive Collection Calls.

Collection Call Subclass: Persons whom, on or after July 1, 2008 through December 31, 2013 received one or more non-emergency telephone calls to cellular telephones placed either directly or indirectly by Chase USA or JPMC Bank using an automatic telephone dialing system and/or artificial prerecorded voice in connection with attempts to collect debts relating to Chase credit card accounts or JPMC Bank accounts (“Collection Calls”). The Collection Call Subclass includes, without limitation, persons to whom such Collection Calls were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Collection Call was intended to be directed.

The following persons are excluded from the Settlement Class:

The Judge to whom the Action is assigned and any member of the Judge’s staff and immediate family, as well as all persons who validly request exclusion from the Settlement Class.

3. The Court hereby finds that the Settlement Agreement is the product of arm’s length settlement negotiations between the Parties.

4. The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in Section III.F of the Settlement Agreement, that the Publication Notice was published in accordance with the terms set forth in the Settlement Agreement, and that Class Notice and its dissemination were in compliance with this Court’s Preliminary Approval Order.

5. The Court further finds and concludes that the Notice Program and Claims submission procedures, as set forth in Section III.F of the Settlement Agreement, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s

exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

6. This Court hereby finds and concludes that the notice provided by Chase pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

7. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions.

8. The Court hereby finally certifies for settlement purposes the Settlement Class, the Alert Call Subclass, and the Collection Call Subclass. The Court finds for settlement purposes that the Action satisfies all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3).

9. This Court hereby dismisses the Action with prejudice and without costs to any party except as expressly provided for in the Settlement Agreement.

10. Upon Final Approval (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Judgment and Order of Dismissal), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally releases and forever discharges the Released Parties from the Released Claims. In addition, any rights of the Class Representatives and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws are terminated.

11. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class,

representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Judgment and Order of Dismissal, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgment.

12. The Settlement Agreement and any and all negotiations, documents, and discussions associated with the Settlement, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Chase, or of the truth of any of the claims asserted by Plaintiffs in the Actions, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Actions or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

13. If for any reason the Settlement terminates or Final Approval does not occur, then certification of the Settlement Class shall be deemed vacated. In such an event, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into and the Settlement and its existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Action or for any other purpose.

14. In the event that any provision of the Settlement or this Final Judgment and Order of Dismissal is asserted by Chase as a defense in whole or in part to any Claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of

such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreement, this Order and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

15. By attaching the Settlement Agreement as an exhibit and incorporating its terms herein, the Court determines that this Final Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

16. The Court approves Class Counsel's application for \$11,000,000 in attorneys' fees and costs, and for service awards in the amount of \$1,500 to each of the Settlement Class Representatives.

17. Finding that there is no just reason for delay, the Court orders that this Final Judgment and Order of Dismissal shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk of the Court is directed to enter this Order on the docket forthwith.

IT IS SO ORDERED.

Dated: _____

Gary Feinerman
United States District Judge

CERTIFICATE OF SERVICE

I, Beth E. Terrell, hereby certify that on August 6, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Kenneth Michael Kliebard
Email: kkliebard@morganlewis.com
Tedd Macrae Warden
Email: twarden@morganlewis.com
MORGAN LEWIS & BOCKIUS LLP
77 West Wacker Drive
Chicago, Illinois 60601-5094
Telephone: (312) 324-1774
Facsimile: (312) 324-1001

Julia B. Strickland
Email: jstrickland@stroock.com
Lisa M. Simonetti
Email: lsimonetti@stroock.com
Arjun P. Rao
Email: arao@stroock.com
STROOCK & STROOCK & LAVAN LLP
2029 Century Park East, 16th Floor
Los Angeles, California 90067-3086
Telephone: (310) 556-5800
Facsimile: (310) 556-5959

Attorneys for Defendants

RESPECTFULLY SUBMITTED AND DATED this 6th day of August, 2014.

TERRELL MARSHALL DAUDT & WILLIE PLLC

By: /s/ Beth E. Terrell, Admitted Pro Hac Vice
Beth E. Terrell, *Admitted Pro Hac Vice*
Email: bterrell@tmdwlaw.com
936 North 34th Street, Suite 400
Seattle, Washington 98103-8869
Telephone: (206) 816-6603
Facsimile: (206) 350-3528

Attorneys for Plaintiff

EXHIBIT E

PRELIMINARY APPROVAL ORDER

Exhibit E
Preliminary Approval Order

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JONATHAN I. GEHRICH, ROBERT LUND,
COREY GOLDSTEIN, PAUL STEMPLER and
CARRIE COUSER, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CHASE BANK USA, N.A., and JPMORGAN
CHASE BANK, N.A.,

Defendants.

NO. 1:12-CV-5510

Honorable Gary Feinerman

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT, CONDITIONALLY CERTIFYING SETTLEMENT CLASS,
APPROVING PROCEDURE AND FORM OF NOTICE, AND
SCHEDULING FINAL APPROVAL HEARING**

This matter having come before the Court on the motion for preliminary approval of a proposed class action settlement (“Motion For Preliminary Approval”) of the above-captioned matter (the “Action”) between plaintiffs Robert Lund, Corey Goldstein, Paul Stemple, Carrie Couser, and Jonathan Gehrich (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class, and defendants Chase Bank USA, N.A. (“Chase USA”) and JPMorgan Chase Bank, N.A. (“JPMC Bank” and together with Chase USA, “Chase” or the “Defendants,” and together with Chase USA and Plaintiffs, the “Parties”), pursuant to the Parties’ Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”)¹, and having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings set forth in the Settlement Agreement.

2. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement: (a) has been negotiated in good faith at arm’s length between experienced attorneys familiar with the legal and factual issues of this case and was reached with the assistance of the Honorable Edward A. Infante (Ret.) of JAMS as mediator; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23, and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (d) is not a finding of admission of liability by the Defendants.

¹ On August 4, 2014, the Parties, through their counsel of record, executed an Amendment to the Settlement Agreement and Release (“Amendment to Settlement Agreement”). Any reference to the Settlement Agreement herein includes the Amendment to Settlement Agreement.

Settlement Class Certification

3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), and for settlement purposes only, the Court conditionally certifies the proposed Settlement Class, consisting of:

All persons to whom, on or after July 1, 2008 through December 31, 2013, Chase USA and/or JPMC Bank placed a non-emergency call, SMS text message or voice alert call to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice.

The Settlement Class is comprised of two subclasses – the Alert Call Subclass and the Collection Call Subclass. The Court conditionally certifies the Alert Call Subclass, consisting of:

Persons whom, on or after July 1, 2008 through December 31, 2013 received one or more Short Message Service (“SMS”) text messages or voice alert calls to a cellular telephone using an automatic telephone dialing system and/or prerecorded voice placed either directly or indirectly by Chase USA or JPMC Bank in connection with providing account information (“Automatic Alert Calls”). The Alert Call Subclass includes, without limitation, persons to whom such Automatic Alerts were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Alert was intended to be directed (these persons are referred to herein as “Wrong Party Alert Subclass Members”). Alert Call Subclass Members did not also receive Collection Calls.

The Court also conditionally certifies the Collection Call Subclass, consisting of:

Persons whom, on or after July 1, 2008 through December 31, 2013 received one or more non-emergency telephone calls to cellular telephones placed either directly or indirectly by Chase USA or JPMC Bank using an automatic telephone dialing system and/or artificial prerecorded voice in connection with attempts to collect debts relating to Chase credit card accounts or JPMC Bank accounts (“Collection Calls”). The Collection Call Subclass includes, without limitation, persons to whom such Collection Calls were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Collection Call was intended to be directed.

The following persons, however, are excluded from the Settlement Class:

The Judge to whom the Action is assigned and any member of the Judge’s staff and immediate family, as well as all persons who validly request exclusion from the Settlement Class.

4. The Court hereby appoints the Plaintiffs as “Class Representatives” pursuant to Rule 23 of the Federal Rules of Civil Procedure, and finds that, for settlement purposes only,

these Class Representatives have and will fairly and adequately protect the interests of the Settlement Class.

5. The Court hereby also appoints Burke Law Offices, LLC; Terrell Marshall Daudt & Willie PLLC; Saeed & Little LLP; Hyde & Swigart; Kazerouni Law Group, APC; Law Office of Todd Friedman; Casey Gerry Schenk Francavilla Blatt & Penfield LLP; and Ankcorn Law Firm, PC as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure, and finds that for settlement purposes, Class Counsel have and will fairly and adequately protect the interests of the Settlement Class.

6. Class Counsel are authorized to act on behalf of the Settlement Class with respect to all acts required by the Agreement or such other acts which are reasonably necessary to consummate the proposed Settlement set forth in the Settlement Agreement.

7. In connection with this conditional certification, the Court makes the following preliminary findings:

- a. The Settlement Class appears to be so numerous that joinder of all members is impracticable;
- b. The Alert Call Subclass and the Collection Call Subclass also appear to be so numerous that joinder of all members is impracticable;
- c. There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;
- d. The Class Representatives' claims appear to be typical of the claims being resolved through the Settlement;
- e. The Class Representatives appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;
- f. For purposes of determining whether the Settlement Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

g. For purposes of settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

8. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 17 below, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and for the purposes of settlement only, that the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure.

Notice and Administration

9. The Court approves the proposed notice plan for giving direct notice to the Settlement Class by U.S. Mail and E-Mail, and for giving publication notice as set forth in the Settlement Agreement and Exhibits B, C and F thereto (“Notice Plan”). The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class. The Court directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan in accordance with the terms of the Settlement Agreement by no later than _____, which is ninety (90) days following entry of this Order.

10. Pursuant to the Settlement Agreement, Garden City Group (“GCG”) is hereby appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Settlement Agreement and this Order.

11. Pursuant to the Settlement Agreement, the Claims Administrator shall provide individual notice via either: (a) electronic mail, to the most recent e-mail address as reflected in Defendants’ reasonably available computerized account records or (b) U.S. Mail, to the most recent mailing address as reflected in Defendants’ reasonably available computerized account

records no later than _____, which is ninety (90) days following entry of this Order. The Claims Administrator shall further distribute a publication notice in substantially the form attached to the Settlement Agreement as Exhibit F, no later than ninety (90) days following entry of this Order, and shall establish the Settlement Website within five (5) days following entry of this Order.

Exclusion/Opt Out Requests

12. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing. Exclusion requests must: (a) be signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name, address, and account number(s) of the person requesting exclusion (except that persons in the Settlement Class who do not have and have not had a credit card or deposit account with Chase shall not be required to include an account number); and (c) include the following statement: “I/we request to be excluded from the settlement in the Gehrich action.” The request must be mailed to the Claims Administrator at the address provided in the notice and postmarked no later than _____, which is ninety (90) days after the Notice Deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Notice, or that is not postmarked within the time specified, shall be invalid and any person submitting such a request shall be deemed Settlement Class Member, and shall be bound as a Settlement Class Member by the Settlement.

13. Persons in the Settlement Class who exclude themselves from the Settlement Agreement will relinquish their rights to benefits under the Settlement Agreement and will not release their claims. However, persons in the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Approval Order, regardless of whether they have requested exclusion from the Settlement Agreement.

14. In the event that the number of valid opt-out requests exceeds 400 or more persons, Chase, in its sole discretion, may terminate the Settlement. Chase shall inform Class

Counsel within 30 days after it is advised in writing that the number of valid opt-out requests is higher than 400 as to whether it will exercise the right of termination. In the event that the Settlement is terminated pursuant to this provision, the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into.

Objections

15. Any Settlement Class Member may comment in support of or in opposition to the Settlement; provided, however, that all comments and objections must be filed with the Court by ____, which is ninety (90) days following the Notice Deadline. A Settlement Class Member who objects to the Settlement need not appear at the Final Approval Hearing for his or her comment to be considered by the Court; however, all papers, briefs, pleadings, or other documents that any objector would like the Court to consider (“Objections”) must be filed with the Court no later than ____, which is ninety (90) days following the Notice Deadline. All objections must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member; (b) include a statement of such Settlement Class Member’s specific objections; and (c) state the grounds for objection, as well as identify any documents which the objector desires the Court to consider. All Objections must be filed with the Court and mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel via Terrell Marshall Daudt & Willie PLLC, 936 N. 34th Street, Suite 300, Seattle, Washington, 98103; and (b) Chase’s Counsel – Julia B. Strickland, Stroock & Stroock & Lavan LLP, 2029 Century Park East, Los Angeles, California, 90067. Any objection made by a Settlement Class Member represented by counsel must be filed through the Court’s CM/ECF system.

16. Any Settlement Class Member who fails to timely file a written objection with the Court as prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this Action or in any other action or proceeding.

Attorneys' Fees and Costs

17. At least thirty (30) days before the Exclusion/Objection Deadline, papers supporting Class Counsel's request for fees shall be filed with the Court and posted to the Settlement Website.

18. If a Settlement Class Member does not submit a written comment on the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses and Service Awards to Plaintiffs in accordance with the deadline and procedure set forth in the Class Notice, and the Settlement Class Member is not granted relief by the Court, such Settlement Class Member will be deemed to have waived his or her right to be heard at the Final Approval Hearing. Additionally, any Settlement Class Member who intends to appear at the Final Approval Hearing must file and serve on all Parties a Notice of Intention to Appear with the Court.

Final Approval Hearing

19. The Final Approval Hearing will be held on _____ at _____ before this Court in Courtroom 2125 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 to determine (a) whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether the Settlement Class and subclasses should be finally certified for settlement purposes; and (d) whether to approve Class Counsel's application for attorneys' fees and expenses and Service Awards to Plaintiffs, and in what amount. The Court may adjourn the Final Approval Hearing without further notice to persons in the Settlement Class, but any changes will be posted to the Settlement Website.

20. Papers in support of final approval of the Settlement Agreement and in response to any objections shall be filed with the Court at least fourteen (14) days prior to the Final Approval Hearing.

Further Matters

21. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the approval of the Settlement Agreement and this Order are not, and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Parties of (a) the truth of any fact alleged or the validity of any claim or defense that has been, or could have been, or in the future might be asserted in the Action, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (b) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties. Defendants have denied and continue to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent the Parties from offering the Settlement Agreement into evidence for the purposes of enforcement of the Settlement Agreement.

22. The Action (including any motions, discovery, or other pleadings) shall be stayed and held in abeyance pending further order of the Court.

23. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Class shall be deemed vacated, the Action shall proceed as if the Settlement Class had never been certified (including Defendants' right to oppose any subsequent motion for class certification), and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

Stay/Bar Of Other Proceedings

24. Pending the final determination of whether the Settlement should be approved, the Plaintiffs and each Settlement Class Member is hereby stayed and enjoined from commencing,

pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral, or other forum, against any of the Released Parties; provided, that this injunction shall not apply to individual claims of any person in the Settlement Class who has timely and properly opted out from the Settlement Class as permitted by the Court. Such injunction shall remain in force until Final Approval or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein shall prevent any Settlement Class Member, or any person actually or purportedly acting on behalf of any Settlement Class Member(s), from taking any actions to stay and/or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, and the Settlement contemplated thereby, this Order, and the Court's flexibility and authority to effectuate the Settlement Agreement and to enter Judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

25. In the event that any of the provisions of this Preliminary Approval Order is asserted by Chase as a defense in whole or in part to any Released Claim or otherwise asserted in any other suit, action or proceeding by a Settlement Class Member, that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreement, this Order and this Court's flexibility and authority to effectuate the Settlement Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

Continuing Jurisdiction

26. If the Settlement is finally approved by the Court, the Court shall retain jurisdiction over the Parties and the Settlement Class Members with respect to all matters arising

out of, or connected with, the Settlement, and may issue such orders as necessary to implement the terms of the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, without further notice to the Settlement Class Members.

Schedule of Future Events

27. Accordingly, the Court enters the following dates:

ACTION	DATE
Preliminary Approval Order Entered	At the Court's Discretion
Notice Deadline	Within 90 days of entry of Preliminary Approval Order
Class Counsel's Fee Motion Submitted	30 days before Exclusion/Objection Deadline
Exclusion/Objection Deadline	90 days after Notice Deadline
Deadline to Submit Claims	90 days after Notice Deadline
Final Approval Brief and Response to Objections Due	At least 14 days prior to the Final Approval Hearing
Final Approval Hearing / Noting Date	No earlier than 30 days after Exclusion/Objection Deadline
Final Approval Order Entered	At the Court's Discretion

IT IS SO ORDERED.

Dated: _____

 Gary Feinerman
 United States District Judge

CERTIFICATE OF SERVICE

I, Beth E. Terrell, hereby certify that on August 6, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Kenneth Michael Kliebard
Email: kkliebard@morganlewis.com
Tedd Macrae Warden
Email: twarden@morganlewis.com
MORGAN LEWIS & BOCKIUS LLP
77 West Wacker Drive
Chicago, Illinois 60601-5094
Telephone: (312) 324-1774
Facsimile: (312) 324-1001

Julia B. Strickland
Email: jstrickland@stroock.com
Lisa M. Simonetti
Email: lsimonetti@stroock.com
Arjun P. Rao
Email: arao@stroock.com
STROOCK & STROOCK & LAVAN LLP
2029 Century Park East, 16th Floor
Los Angeles, California 90067-3086
Telephone: (310) 556-5800
Facsimile: (310) 556-5959
Attorneys for Defendants

RESPECTFULLY SUBMITTED AND DATED this 6th day of August, 2014.

TERRELL MARSHALL DAUDT & WILLIE PLLC

By: /s/
Beth E. Terrell, *Admitted Pro Hac Vice*
Email: bterrell@tmdwlaw.com
936 North 34th Street, Suite 400
Seattle, Washington 98103-8869
Telephone: (206) 816-6603
Facsimile: (206) 350-3528

Attorneys for Plaintiff

EXHIBIT F
PUBLICATION NOTICE

Exhibit F
Publication Notice

LEGAL NOTICE

If automated collection calls or account information calls or texts relating to a Chase credit card or bank account were directed to your cell phone from July 1, 2008 through December 31, 2013, this Notice describes your rights and potential benefits from a class action settlement.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

WHAT IS THIS LAWSUIT ABOUT?

Several consumers ("Plaintiffs") have sued Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. (collectively, "Chase") in the United States District Court for the Northern District of Illinois (*Gehrich v. Chase*, Case No. 1:12-CV-5510). Plaintiffs allege that Chase violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the "TCPA"), by placing automated telephone calls (i.e., using an automatic telephone dialing system and/or an artificial or prerecorded voice) and sending text messages to cell phones, including Collection Calls and Automatic Alerts, in connection with Chase credit card and bank accounts without the prior express consent of the people contacted. Chase denies these allegations.

"Collection Calls," as used here, are automated calls placed to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account. "Automatic Alerts," as used here, are automated calls or texts placed to a cell phone that provide account information (but not information regarding suspected fraud).

WHO IS A SETTLEMENT CLASS MEMBER?

You may be part of the Settlement Class if you have received, on or after July 1, 2008 through December 31, 2013: (1) Collection Calls relating to a Chase credit card or bank account; (2) Automatic Alerts and *you were the intended recipient of the call*; or (3) Automatic Alerts and *you were not the intended recipient of the call*.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Chase will pay \$34,000,000 into a Settlement Fund for: (1) cash payments to eligible Settlement Class Members who submit timely and valid Claim Forms; (2) a payment of \$1,000,000 to the Consumer Federation of America; (3) attorneys' fees and expenses of up to \$11,000,000 to Class Counsel; (4) service awards to Plaintiffs; and (5) settlement administration costs. Plaintiffs estimate that each eligible Settlement Class Member will receive \$20-40 per Claim.

WHAT ARE MY OPTIONS?

Persons in the Settlement Class may: (1) submit a Claim Form (if eligible) at www.GehrichTCPASettlement.com or call 1-877-899-2893 to request a paper Claim Form; (2) exclude themselves from the Settlement by Month DD, 2014 or they will not be able to pursue their own claims against Chase in the future; (3) object to the Settlement by Month DD, 2014; (4) go to the Final Approval Hearing on Month DD, 2014; or (5) do Nothing.

This Notice is a summary only. Persons in the Settlement Class may obtain more information at www.GehrichTCPASettlement.com. They may also contact the Settlement Administrator toll-free at 1-877-899-2893 or by writing to: Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112.

MECHANICAL SPECIFICATIONS	
File Name: Chase_People.indd	Body Copy Font Size/Leading: 7.5/8
Publication: People	Total Word Count: 487
Ad Unit: 1/3 Page (2.125" x 10")	Create Date/Time: 8/6/14 @ 2:55 PM PT
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Body Copy: Times Lt Std.	Operator: TOC

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www.GehrichTCPASettlement.com

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Publication: SI	Total Word Count: 487
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Headline Font Size/Leading: 10/11	Last Edit Time: 8/7/14 @ 1:00 PM PT
Body Copy: Times Lt Std.	Operator: TOC

AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

This Amendment to Settlement Agreement and Release (the “Amendment”) is made by and among Plaintiffs, on behalf of themselves and the Settlement Class, by and through their counsel of record, and Chase, by and through its counsel of record.¹

I. RECITALS

This Amendment is made with reference to and in contemplation of the following facts and circumstances:

A. On May 12, 2014, the Agreement was fully executed by the Parties.

B. The Parties subsequently agreed to revise the definition of the “Alert Call Subclass”, which is contained in Paragraph II.A.1 of the Agreement, to exclude Automatic Alert Calls made for purposes of providing suspected fraud alerts.

C. The terms of this Amendment are intended to supersede and revise the definition of “Alert Call Subclass” in Paragraph II.A.1 of the Agreement only. Nothing contained herein shall change or modify any other provision or term of the Agreement.

II. DEFINITIONS

1. “Alert Call Subclass” means persons who, on or after July 1, 2008 through December 31, 2013 received one or more Short Message Service (“SMS”) text messages or voice alert calls to a cellular telephone using an automatic telephone dialing system and/or prerecorded voice placed either directly or indirectly by Chase USA or JPMC Bank in connection with providing account information (“Automatic Alert Calls”). The Alert Call Subclass includes, without limitation, persons to whom such Automatic Alerts were placed notwithstanding that they are not Chase customers and/or not the person to whom the Automatic Alert was intended to be directed (these persons are referred to herein as “Wrong-Party Alert Call Subclass Members”). Alert Call Subclass Members did not also receive Collection Calls.

¹ Terms are used herein as defined in the Settlement Agreement And Release (“Agreement”).

IN WITNESS WHEREOF, the Parties hereto, through their counsel of record, have caused this Amendment to be executed on the dates set forth below:

CLASS COUNSEL

TERRELL MARSHALL DAUDT & WILLIE
PLLC

Dated: August 4, 2014

By:



Beth E. Terrell

BURKE LAW OFFICES, LLC

Dated: August ___, 2014

By:

Alex Burke

ANKCORN LAW FIRM, PC

Dated: August ___, 2014

By:

Mark Ankcorn

SAEED & LITTLE LLP

Dated: August ___, 2014

By:

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CLASS COUNSEL


TERRELL MARSHALL DAUDT & WILLIE
PLLC

Dated: August __, 2014

By: _____
Beth E. Terrell

BURKE LAW OFFICES, LLC

Dated: August 4, 2014

By: 
Alex Burke

ANKCORN LAW FIRM, PC

Dated: August 4, 2014

By: 
Mark Ankcorn

SAEED & LITTLE LLP

Dated: August __, 2014

By: _____
Syed Ali Saeed

IN WITNESS WHEREOF, the Parties hereto, through their counsel of record, have caused this Amendment to be executed on the dates set forth below:

CLASS COUNSEL

TERRELL MARSHALL DAUDT & WILLIE
PLLC

Dated: August __, 2014

By:

Beth E. Terrell

BURKE LAW OFFICES, LLC

Dated: August __, 2014

By:

Alex Burke

ANKCORN LAW FIRM, PC

Dated: August __, 2014


By:

Mark Ankcorn

SAEED & LITTLE LLP

Dated: August 5, 2014

By:




Syed Ali Saeed

HYDE & SWIGART

Dated: August 6, 2014

By:



Joshua B. Swigart

CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Dated: August __, 2014

By:

Gayle M. Blatt

KAZEROUNI LAW GROUP, APC

Dated: August __, 2014

By:

Abbas Kazerounian

LAW OFFICE OF TODD FRIEDMAN

Dated: August __, 2014

By:

Todd Friedman

HYDE & SWIGART

Dated: August __, 2014

By:

Joshua B. Swigart

CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP

Dated: August 5, 2014

By:

Gayle M. Blatt
Gayle M. Blatt

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Dated: August __, 2014

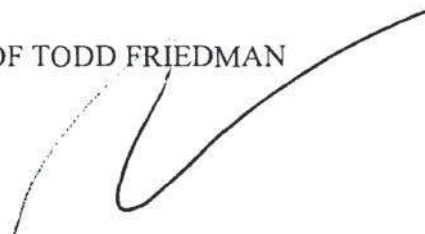
By:

Abbas Kazerounian

LAW OFFICE OF TODD FRIEDMAN

Dated: August 5, 2014

By:



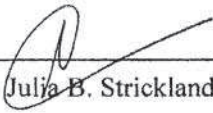
Todd Friedman

CHASE'S COUNSEL

STROOCK & STROOCK & LAVAN LLP

Dated: August 5, 2014

By:



Julia B. Strickland

MORGAN, LEWIS & BOCKIUS LLP

Dated: August 5, 2014

By:



Kenneth M. Kliebard