

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**Case No. 1:10-cv-23235/HOEVELER**

DAVID KARDONICK, individually and on behalf  
of all others similarly situated and the general public,

Plaintiff,

v.

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

Defendants.

**STIPULATION AND  
AGREEMENT OF CLASS  
ACTION SETTLEMENT**

**STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT**

**I. Recitals.**

This Stipulation and Agreement of Class Action Settlement (including its exhibits, the “Settlement Agreement”) is made and entered into on December 20, 2010, and is to be submitted to the Court for its approval as set forth below. This Settlement Agreement is entered into by and among Plaintiffs David Kardonick, John David, and Michael Clemins (collectively, the “Settlement Class Representatives”), individually and on behalf of the other members of the Settlement Class, Class Counsel, and Defendants JPMorgan Chase & Co. (“JPMorgan”) and Chase Bank USA, N.A. (together with its predecessor banks, “Chase,” and collectively with JPMorgan, “Defendants”), by and through their respective authorized signatories (all of the above collectively referred to as the “Parties”), in full and complete settlement of the claims advanced, or to be advanced, in *Kardonick v. JPMorgan Chase & Co. et al.*, No 1:10-cv-23235-WMH (S.D. Fla.), *David v. JPMorgan Chase & Co. et al.*, No 4-10-cv-1415 (E.D. Ark.), and *Clemins v. JPMorgan Chase & Co. et al.*, No 2:10-cv-00949-PJG (E.D. Wis.).

WHEREAS, JPMorgan and Chase, on the one hand, and David Kardonick, on the other hand, are parties to *Kardonick v. JPMorgan Chase & Co. et al.*, No 1:10-cv-23235-WMH, a putative class action lawsuit in the United States District Court for the Southern District of Florida (“Kardonick Litigation”);

WHEREAS, JPMorgan and Chase, on the one hand, and John David, on the other hand, are parties to *David v. JPMorgan Chase & Co. et al.*, No 4-10-cv-1415, a putative class action lawsuit in the United States District Court for the Eastern District of Arkansas (“David Litigation”);

WHEREAS, JPMorgan and Chase, on the one hand, and Michael Clemins, on the other

hand, are parties to *Clemins v. JPMorgan Chase & Co. et al.*, No 2:10-cv-00949-PJG, a putative class action lawsuit in the United States District Court for the Eastern District of Wisconsin (“Clemins Litigation”);

WHEREAS, Defendants deny all allegations of wrongdoing and any and all liability with respect to the individual and class action claims alleged, or to be alleged, by the Settlement Class Representatives in the Litigation (as defined in Section II(y) below);

WHEREAS, arms-length settlement negotiations have taken place between Class Counsel, on behalf of the Settlement Class Representatives and the proposed Settlement Class, and Defendants;

WHEREAS, after investigating the facts and carefully considering applicable law, the Settlement Class Representatives and Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure meaningful benefits to the Settlement Class, and that the terms and conditions of this Settlement Agreement, and the Settlement contemplated hereby, are fair, reasonable, and adequate and in the best interests of all members of the Settlement Class;

WHEREAS, Defendants, despite their belief that they are not liable regarding any of the claims asserted, or to be asserted, in the Litigation, and despite their belief that they have valid defenses thereto, enter into this Settlement Agreement to avoid the further risk, expense, inconvenience, and burden of litigating the Litigation, and the distraction and diversion of their personnel and resources, and to obtain the conclusive and complete dismissal of the claims asserted, or to be asserted, in the Litigation;

WHEREAS, the Parties hereto agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatever, or of the truth of any of the claims asserted, or to be asserted, in the Litigation, or of the infirmity of any of the defenses that have been raised or could be raised by Defendants against the Amended Consolidated Class Action Complaint or any prior complaints filed in this Litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, on behalf of the Settlement Class Representatives, the Settlement Class, and Defendants, that the Complaints in the David Litigation and the Clemins Litigation shall be dismissed, that the Amended Consolidated Class Action Complaint shall be filed and then dismissed on the merits and with prejudice upon entry of the Final Judgment and Order of Dismissal, and that the Litigation in its entirety, and all Released Claims shall be finally and fully compromised, settled, and released, subject to the approval of the Court as required by Rule 23 of the Federal Rules of Civil Procedure, on the following terms and conditions:

**II. Definitions.**

For purposes of this Settlement Agreement only, the words and terms used in this Settlement Agreement that are expressly defined in this Section or elsewhere in this Settlement Agreement shall have the meaning ascribed to them in those definitions.

(a) “Advanced Notice Costs” shall have the meaning set forth in Section VI.A of this Agreement.

(b) “Agreement” or “Settlement Agreement” means this document, including all exhibits.

(c) “Amended Consolidated Class Action Complaint” shall have the meaning set forth in Section III.A of this Agreement.

(d) “Authorized Claim” means a valid and timely claim against the Settlement Fund made by an Authorized Claimant.

(e) “Authorized Claimant” means a Settlement Class Member who has submitted a timely Claim Form, has not opted out of the Settlement, and is entitled to receive a payment or credit as provided in the Plan of Administration and Distribution, which is attached hereto as Exhibit I.

(f) “CAFA” means the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (2005), effective February 18, 2005.

(g) “Charged-Off Account” means an account giving rise to a class member’s membership in the Settlement Class if the account (1) had been charged off as of the Retrieval Date, and (2) had a balance due and owing to Chase as of the Retrieval Date. If, as of the Retrieval Date, an account had been sold and the balance due was owed to a third party and not to Chase, then the account is not a Charged-Off Account. For the avoidance of doubt, this Settlement shall not preclude Chase from selling any Charged-Off Accounts that it would have sold in the absence of this Settlement.

(h) “Charged-Off Amount” means the amount shown in Chase’s records as due and owing to Chase (and not a third party) on a Charged-Off Account as of the Retrieval Date.

(i) “Charged-Off Class Member” means a Settlement Class Member with a Charged-Off Account.

(j) “Chase Cardholder” means any Person who has or had a Chase Credit Card Account.

(k) “Chase Credit Card Account” means a Chase credit card account that extends a revolving line of credit or that requires payment of an amount due by a due date. For the avoidance of doubt, Chase Credit Card Accounts include Chase-issued private label or co-brand credit card accounts – including but not limited to accounts issued as part of Chase’s relationship with Best Buy, BJ’s, British Petroleum, Camping World, Circuit City, Coldwater Creek, Doctors Foster and Smith, H.E. Butt Grocery, Hess, Irving Oil, Kohl’s, Marathon, Orvis, Pier 1 Imports, Pricerite, Starbucks, 7-Eleven, Shoprite, Sheetz, Speedway, TJ Maxx, Toys ‘R Us, Wawa, and Wholesale Club – but do not include demand deposit accounts.

(l) “Claimant” means a Settlement Class Member who has submitted a Claim Form.

(m) “Claim Form” means the Online Claim Form or the Hard-Copy Claim Form.

(n) “Claims” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, including, without limitation, those based on breach of contract or any other contractual theory, breach of the implied covenant of good faith and fair dealing, unconscionability, unjust enrichment, or the unfair and deceptive

acts and practices statutes of any of the states, or any other state, federal, or local law, statute, regulation or common law.

(o) “Class Counsel” means Richard M. Golomb and Ruben Honik, Golomb & Honik, P.C., 1515 Market Street, Suite 1100, Philadelphia, PA 19102, and Allen Carney and Randall K. Pulliam, Carney Williams Bates Bozeman & Pulliam, PLLC, 1311 Arcade Drive Suite 200, Little Rock, Arkansas 72212. Class Counsel may also be referred to as “Settlement Class Counsel” in this Settlement Agreement.

(p) “Class Notice Data” has the meaning ascribed to it in Section VIII.B.

(q) “Court” means the United States District Court for the Southern District of Florida, the Honorable William Hoeweler, presiding.

(r) “Creditable Amount” means the amount that would be due a Charged-Off Class Member who submitted an Authorized Claim if the Authorized Claim were paid from the Settlement Fund rather than by crediting against the balance due on a Charged-Off Account.

(s) “Effective Date” means the date on which Final Approval occurs.

(t) “Fee and Expense Award” shall have the meaning set forth in Section VII.A of this Agreement.

(u) “Final Approval” shall have the meaning set forth in Section V of this Agreement.

(v) “Final Judgment and Order of Dismissal” means the entry by the Court of an order and final judgment by which the Court dismisses all of the claims in the Amended Consolidated Class Action Complaint with prejudice, enters a final judgment in accordance with this Settlement Agreement, and makes such other final rulings as are contemplated by this Settlement Agreement. The Final Judgment shall be materially in the form attached as Exhibit C

to this Settlement Agreement. Notwithstanding the foregoing, entry of a final order and judgment that is otherwise materially in the form of Exhibit C shall constitute entry of a Final Judgment even if the Court alters, denies, or modifies the amount of the Fee and Expense Award (as set forth in Section VII.A of this Settlement Agreement), the Settlement Class Representatives' Award(s) (as set forth in Section VII.A of this Settlement Agreement), or the Plan of Allocation and Distribution, provided that no additional financial obligations are imposed on Defendants.

(w) "Gross Settlement Fund" means the Settlement Consideration, plus any interest earned thereon, to be paid into a segregated escrow account to be distributed according to the terms and conditions herein.

(x) "Hard-Copy Claim Form" means a form, substantially in the form of Exhibit G, to be completed by a claimant submitting a hard-copy claim for benefits under this Settlement Agreement.

(y) "Litigation" shall mean the Kardonick Litigation, the David Litigation, and the Clemins Litigation and any amended complaints or allegations filed therein, including the claims asserted in the Amended Consolidated Class Action Complaint.

(z) "Long-Form Notice" means the Court-approved notice to be mailed to potential members of the Settlement Class who request copies pursuant to Section VIII.F herein, substantially in the form attached as Exhibit E hereto.

(aa) "Memorandum of Settlement" means the document so denominated and signed by Class Counsel and Defendants on November 11, 2010.

(bb) "Motion for Preliminary Approval" means a motion, filed by the Settlement Class Representatives and/or Defendants, seeking preliminary certification of the



Settlement Class, preliminary approval of this Settlement Agreement, entry of the Preliminary Approval Order, and approval of the Notice.

(cc) “Net Settlement Fund” shall have the meaning set forth in Section VI.H of this Agreement.

(dd) “Notice” means the Court-approved notice to be mailed to potential members of the Settlement Class informing them of this Settlement, substantially in the form attached as Exhibit D hereto.

(ee) “Online Claim Form” means the online form, substantially in the form of Exhibit F, to be completed by a claimant submitting an online claim for benefits under this Settlement Agreement.

(ff) “Parties” means Chase, JPMorgan, and the Settlement Class Representatives, on behalf of themselves and the Settlement Class Members.

(gg) “Payment Protection Products” means all debt cancellation and suspension products currently or previously offered by Chase (whether directly or indirectly through a co-brand, private label, or other partner), including, but not limited to, Chase Payment Protector, Chase Payment Advantage, Account Protection Plan, Total Protection Plan, Account Security Plan, Account Ease, and any Chase business card or private label account debt suspension or cancellation product, by whatever name any of the foregoing products are or were known. “Payment Protection Product” does not include a non-credit card product offered by a Chase affiliate.

(hh) “Persons” includes, without limitation, natural persons, firms, banks, corporations, and businesses.

(ii) “Preliminary Approval” and “Preliminary Approval Order” means the entry by the Court of an Order preliminarily approving this Settlement and authorizing dissemination of the Notice to the Settlement Class, in substantially the form attached as Exhibit B to this Settlement Agreement.

(jj) “Released Claims” means any and all Claims, which the Settlement Class Representatives or any Settlement Class Member ever had, now have, or may have in the future, arising out of or in any way relating to (i) any act, omission, event, incident, matter, dispute, or injury regarding a Payment Protection Product, including, without limitation, the development, sale, pricing, marketing, claims handling, enrollment procedures, disenrollment procedures, or administration of such a product, that took place on or before the date of execution of the Memorandum of Settlement; (ii) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Amended Consolidated Class Action Complaint or the Litigation; or (iii) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (i) or (ii) of this paragraph. For the avoidance of doubt, “Released Claims” do not include Claims relating to non-Chase credit card accounts and do not include Claims relating to non-credit card accounts at Chase. For example, if a Settlement Class Member holds both Chase and non-Chase credit card accounts or if a retailer participates in the issuance of both Chase and non-Chase private label or co-brand credit card accounts, claims relating to non-Chase credit card accounts are not Released Claims. Further, Released Claims do not include Claims that could be asserted on behalf of heritage Washington Mutual cardholders to the extent such Claims are based on acts or omissions relating to a Washington Mutual account that took place prior to Chase’s purchase of certain Washington

Mutual assets in September 2008, but do include such Claims to the extent that they are based on acts or omissions that took place after the September 2008 asset purchase.

(kk) “Released Parties” means Chase, together with its predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies and JPMorgan), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners (including, without limitation, affinity, agent bank, and private label and co-brand partners), Payment Protection Product claims administrators (including, without limitation, Assurant), officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

(ll) “Releases” means the releases, including the covenant not to sue, granted to the Released Parties by the Settlement Class Members in Section XIII of this Settlement Agreement.

(mm) “Retrieval Date” means the date that Chase retrieves and provides to the Settlement Administrator the Class Notice Data described in Section VIII.B.

(nn) “Settlement” means the settlement contemplated by this Settlement Agreement.

(oo) “Settlement Administrator” means Heffler, Radetich, and Saitta LLP.

(pp) “Settlement Class” shall be defined as:

All Chase Cardholders who were enrolled or billed for a Payment Protection Product at any time between September 1, 2004 and November 11, 2010.

Excluded from the class are all Chase Cardholders whose Chase Credit Card Accounts that were enrolled or billed for a Payment Protection Product were discharged in bankruptcy.

(qq) “Settlement Class Members” means all Persons who are members of the Settlement Class and who do not timely and properly opt-out of the Settlement Class pursuant to the procedures set out in Section X of this Settlement Agreement.

(rr) “Settlement Class Representatives” means plaintiffs David Kardonick, John David, and Michael Clemins.

(ss) “Settlement Class Representative Awards” means the award, subject to Court approval, to be paid to each of the Settlement Class Representatives as compensation for their services in the Litigation.

(tt) “Settlement Consideration” means the sum of the Advanced Notice Costs and the Settlement Consideration Balance.

(uu) “Settlement Consideration Balance” shall have the meaning set forth in Section VI.B of this Agreement.

(vv) “Settlement Fund” shall have the meaning set forth in Section VI of this Agreement.

(ww) “Tax Payments” shall have the meaning set forth in Section VI.F of this Agreement.

(xx) “Waiver of Rights” means the waiver of rights established by Section 1542 of the California Civil Code and/or similar laws, rules, or regulations, as described in Section XIV of this Settlement Agreement.

**III. Motion For Certification of the Settlement Class and Preliminary Approval of the Settlement Agreement**

A. On or before December 20, 2010, Class Counsel shall file with the Court an Amended Consolidated Class Action Complaint, which shall be substantially in the form of the complaint attached to this Settlement Agreement as Exhibit A hereto; and, by the same deadline, Class Counsel and/or Defendants shall file with the Court a Motion (1) for Preliminary Approval of this Settlement Agreement and the Settlement contemplated hereby, and (2) for preliminary certification of the Settlement Class for settlement purposes only.

B. Defendants deny the Claims alleged in the Amended Consolidated Class Action Complaint and all prior Complaints in the Litigation. Neither the attachment and incorporation by reference of the Amended Consolidated Class Action Complaint to this Settlement, nor its subsequent filing, shall be construed against the Defendants as an admission, concession, or adoption of any of the allegations made therein.

C. A copy of a proposed form of Preliminary Approval Order, which Settlement Class Counsel and/or Defendants shall submit to the Court for its approval in connection with the motion described in Section III.A above, is attached hereto as Exhibit B. Entry of a Preliminary Approval Order in substantially the form set forth in Exhibit B is a material term of this Settlement Agreement. Among other things and for settlement purposes only, it:

1. certifies, for settlement purposes only, the Settlement Class pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, as defined in Section II(pp) above; provided, however, that neither such certification for settlement purposes only, nor any other act relating to the negotiation, execution, or implementation of this Settlement Agreement, shall be considered as a factor in connection with any class certification issue(s) if the Settlement Agreement terminates or Final Approval does not occur;
2. preliminarily approves the Settlement Agreement, and the Settlement contemplated herein, as being a fair, reasonable and adequate settlement as

to all Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure;

3. determines that Class Counsel have and had authority to execute this Settlement Agreement on behalf of the Settlement Class Representatives and the Settlement Class, appoints Class Counsel as counsel for the Settlement Class Representatives and the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, and authorizes Class Counsel to take approved steps to proceed with this Settlement Agreement, and the Settlement contemplated thereby, on behalf of the Settlement Class Representatives and the Settlement Class;
4. directs the Notice to be disseminated as set forth in Section VIII of this Settlement, and determines that the Notice, the Long-Form Notice, the Publication Notice, the Claim Forms, the manner of providing the Notice to the Settlement Class, and the claims submission process described in Section VIII fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Long-Form Notice, the Publication Notice, the Claim Forms, and other Exhibits to the Settlement Agreement, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy;
5. establishes the Settlement Fund and subjects the Settlement Fund to the continuing jurisdiction of the Court;
6. stays further proceedings in the Kardonick Litigation pending Final Approval or termination of this Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate Final Approval;
7. stays and enjoins all Settlement Class Members, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), from commencing, instituting, continuing, pursuing, maintaining, prosecuting or enforcing any Released Claim, directly or indirectly, in any judicial, administrative, arbitral, or other forum, against any of the Released Parties, pending Final Approval or termination of this Settlement Agreement, whichever occurs earlier; and
8. provides that if this Settlement Agreement is terminated or Final Approval does not occur, the Amended Consolidated Class Action Complaint shall be dismissed without prejudice, and the certification of the Settlement Class shall be null, void, and vacated, without prejudice to the Parties' right to take any position that they could have taken had this Settlement Agreement not been entered into or proposed to the Court.

D. Upon the issuance of the Preliminary Approval Order, Class Counsel will voluntarily dismiss the Clemins and David complaints without prejudice. The statute of limitations on the claims asserted in those complaints will be tolled until 30 days after the termination or final approval of this Settlement.

E. The Parties agree to recommend and use their best efforts to obtain approval of this Settlement Agreement and the Settlement contemplated hereby, including, without limitation, the certification of the Settlement Class and the entry of the Preliminary Approval Order, and shall do nothing inconsistent therewith.

**IV. Motion for Entry of Final Judgment.**

A. If the Court enters a Preliminary Approval Order and the Settlement Agreement has not otherwise terminated, then, after Notice to the Settlement Class has been sent (as described below in Section VIII), and after expiration of the time for members of the Settlement Class to timely and properly opt out of the Settlement Class, pursuant to Fed. R. Civ. P. 23(e), Settlement Class Counsel and/or Defense Counsel shall submit to the Court a motion for entry of the Final Judgment and Order of Dismissal. Entry of a Final Judgment and Order of Dismissal in substantially the form set forth in Exhibit C is a material term of this Settlement Agreement. Among other things, the Final Judgment and Order of Dismissal:

1. certifies that any applicable requirements of CAFA have been met;
2. determines that the Notice, the Long-Form Notice, and the Publication Notice were disseminated to the Settlement Class Members in accordance with the terms and conditions set forth in Section VIII of this Settlement, in compliance with the Court's Preliminary Approval Order, and in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process;
3. finally approves this Settlement Agreement (including, without limitation, the establishment and funding of the Settlement Fund) and the Settlement contemplated hereby as being a fair, reasonable, and adequate settlement as to all the Settlement Class Members within the meaning of Rule 23 of

the Federal Rules of Civil Procedure, and directs its consummation pursuant to its terms and conditions;

4. lists all Persons who have timely and properly opted out of the Settlement Class as permitted by the Court;
5. dismisses the Amended Consolidated Class Action Complaint with prejudice and, except as expressly provided for in this Settlement Agreement, without costs, in favor of the Defendants and against all Settlement Class Members;
6. provides that the Settlement Class Representatives and each and every one of the Settlement Class Members unconditionally, fully and finally releases and forever discharges each of the Released Parties from the Released Claims, and expressly terminates any rights of Settlement Class Members, to the protections afforded under Section 1542 of the California Civil Code, and/or any other similar, comparable, or equivalent laws;
7. permanently bars and enjoins all Settlement Class Members, and any Person actually or purportedly acting on behalf of any Settlement Class Members, from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claim, directly or indirectly, in any judicial, administrative, arbitral, or other forum, against any of the Released Parties; and
8. reserves to the Court exclusive personal and subject matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Settlement Agreement and the Final Judgment and Order of Dismissal, including, but not limited to, any disputes relating to or arising out of the Releases, the Waiver of Rights, or any Claim Form submitted for payment from the Net Settlement Fund.

B. The Parties agree to recommend and use their best efforts to obtain entry of the Final Judgment and Order of Dismissal, and to do nothing inconsistent therewith.

**V. Final Settlement Approval.**

A. This Settlement Agreement shall become final, and the Effective Date shall occur, upon the occurrence of all of the following events (“Final Approval” or “Final Settlement Approval”):

1. final approval of this Settlement Agreement, and the Settlement contemplated hereby, in all material respects by the Court;



2. entry of the Final Judgment and Order of Dismissal in substantially the form of Exhibit C hereto; and
3. expiration of the time for further judicial review, or the time to seek permission for further judicial review, of the Court's approval of this Settlement Agreement and the Settlement contemplated hereby, and the Court's entry of the Final Judgment and Order of Dismissal, without the filing of a request for further judicial review or an effort to seek permission for further judicial review, or, if such further judicial review or effort to seek permission for such further judicial review is sought, (A) such further judicial review or effort to seek permission for further judicial review has been dismissed and the time to seek any further judicial review has expired, or (B) approval of this Settlement Agreement and the Settlement contemplated hereby, and the Final Judgment and Order of Dismissal, have been affirmed in their entirety by the court of last resort from which further judicial review has been sought and such affirmance has become no longer subject to the possibility of further judicial review.

B. No Party shall have any right to terminate this Settlement Agreement after Final Approval.

**VI. The Settlement Consideration and The Settlement Fund**

Subject to the other terms and conditions of this Settlement Agreement:

A. Within ten (10) business days after the entry of the Preliminary Approval order, Defendants shall cause the sum of three million six hundred seven thousand three hundred and fifty dollars (\$3,607,350.00) (the "Advanced Notice Costs") to be paid, by wire transfer, into a segregated escrow account (the "Settlement Fund") to be established for receipt of the Defendants' payment.

B. Within thirty (30) business days after the entry of the Preliminary Approval order, Defendants shall cause an amount equal to twenty million dollars (\$20,000,000) minus the Advanced Notice Costs ("Settlement Consideration Balance"), to be paid, by wire transfer, into the Settlement Fund. Within three (3) business days after the receipt of such funds, Class Counsel shall send Defendants notice (by electronic mail, to be followed by overnight delivery) (i) certifying that the Settlement Fund has timely received all of the Settlement Consideration

from Defendants (“Payment Confirmation Notice”), or (ii) certifying that the Settlement Fund has not timely received all of the Settlement Consideration. This sending by Class Counsel of Payment Confirmation Notice shall conclusively establish that Defendants have satisfied all of their payment and financial obligations under this Settlement Agreement and the Settlement contemplated hereby, and Defendants thereafter shall have no payment or financial obligation relating to or in connection with this Settlement Agreement or the Settlement contemplated thereby.

C. Notwithstanding the deadlines set forth in Section VI.A and VI.B, Defendants shall not be required to make any payments to the Settlement Fund until Defendants, Class Counsel, and the Settlement Class Representatives have agreed to a mutually acceptable escrow agreement that shall provide the terms and conditions governing the Settlement Fund.

D. For the avoidance of doubt, Defendants may, at their option, make a single payment of twenty million dollars (\$20,000,000) into the Settlement Fund by the deadline for paying the Advanced Notice Costs rather than making two separate payments as provided in Sections VI.A and VI.B.

E. The Settlement Fund (including the Gross Settlement Fund and the Net Settlement Fund) shall be established and administered under the Court’s continuing supervision and control pursuant to an escrow agreement and shall be invested solely in obligations of, or obligations guaranteed by, the United States of America or any of its departments or agencies or in money market funds invested solely in obligations of, or obligations guaranteed by, the United States of America or any of its departments or agencies. Class Counsel shall be escrow agents of this Escrow Account and such escrow agents (and any successor(s)) shall be unrelated to, and independent of, the Defendants within the meaning of Treasury Regulations §§ 1.468B-1(d) and

1.468B-3(c)(2)(i)(A), and any analogous local, state, and/or foreign statute, law, rule, or regulation. The Parties agree that the Settlement Fund is intended to be treated as a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1 and any analogous local, state, and/or foreign statute, law, rule, or regulation.

F. The Settlement Fund shall be available to Class Counsel only for (i) the payment of taxes on earnings from or otherwise in respect of the Settlement Fund and any costs and expenses related to the calculation or payment of such taxes (collectively, the “Tax Payments”), (ii) the purposes set forth in Section VIII after Preliminary Approval, and (iii) after the Effective Date, any of the purposes set forth in Sections VII and IX (provided such payments are expressly approved by the Court in advance).

G. The Gross Settlement Fund shall be used to pay: (1) Settlement Notice and Administration Costs, as specified in Section VIII; (2) the Fee and Expense Award specified in Section VII; (3) Tax Payments; and (4) any Settlement Class Representative Awards ordered by the Court.

H. After payment of the amounts described in Section VI.G above, the balance of the funds in the Gross Settlement Fund shall be the “Net Settlement Fund,” which shall be distributed according to the terms and conditions set forth in the Plan of Administration and Distribution (described in Section IX below). Settlement Class Members shall look solely to the Net Settlement Fund for satisfaction of any and all Claims in the Litigation, the Amended Consolidated Class Action Complaint, or any other Released Claims.

I. If this Settlement Agreement terminates or Final Settlement Approval is denied or does not occur, then, within fourteen (14) calendar days after the Settlement Agreement has terminated or the possibility of Final Settlement Approval has expired (including, without

limitation, the expiration of all requests for judicial review from any decision denying approval), the amount remaining in the Gross Settlement Fund, including the principal and accrued interest (less all funds necessary to make Tax Payments, and any other previously incurred expenses including settlement administration and notice costs) shall be paid, by wire transfer, to an account designated by the Defendants.

J. Defendants shall have no liability whatsoever with regard to the maintenance, preservation, investment, use, allocation, adjustment, distribution, and/or disbursement of any amount in the Gross Settlement Fund or the Net Settlement Fund.

**VII. Attorneys' Fees and Expenses.**

A. At the time set by the Court in the Preliminary Approval Order, Class Counsel may apply for approval by the Court of a Fee and Expense Award to be paid from the Gross Settlement Fund. Any request by Class Counsel for a Settlement Class Representative Award by the Court to the Settlement Class Representatives shall also be made by that time. Class Counsel intend to apply for a Fee and Expense Award, which will include a request for fees not to exceed 25% of the Gross Settlement Fund and a request for reimbursement of their expenses of litigation not to exceed \$150,000.00, and to request a Settlement Class Representative Award of \$2,500 for each of the three representative plaintiffs. Class Counsel and the Settlement Class Representatives shall look solely to the Gross Settlement Fund for payment of any fees, expenses, or Settlement Class Representative Awards incurred or awarded in the Litigation or in connection with a Released Claim.

B. The issues of any Fee and Expense Award, and/or Settlement Class Representative Award, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of this Settlement Agreement and the

Settlement contemplated hereby. Any order relating solely to any Fee and Expense Award and/or Settlement Class Representative Award or any request for further judicial review from any order(s) relating solely thereto or reversal or modification thereof, shall not operate to terminate the Settlement Agreement or affect or delay Final Settlement Approval, unless such order would have the effect of increasing the total financial obligations imposed on Defendants.

**VIII. Settlement Notice and Claims Submission Plan.**

A. Class Counsel agrees that it will instruct the Settlement Administrator to mail the Notice, which shall be in substantially the same form as Exhibit D, to the last known address of each member of the Settlement Class for whom an address is available, by no later than the latest of (1) 60 days after the Settlement Administrator receives the Class Notice Data from Chase, or (2) 45 days after the Settlement Administrator receives payment of the Advance Notice Costs. The Settlement Administrator shall mail one Notice to each member of the Settlement Class, even if the member of the Settlement Class had more than one Chase Credit Card Account with a Payment Protection Product. Prior to mailing the Notice, Class Counsel shall instruct the Settlement Administrator to update the Settlement Class list through the National Change of Address database.

B. Chase shall make its best efforts to provide the Class Notice Data to the Settlement Administrator by the later of (1) January 15, 2011 or (2) one week after entry of the Preliminary Order. The Class Notice Data shall consist of the following information for each member of the Settlement Class for whom such information is readily available: address, birth date, the last four digits of the Social Security Number, the last four digits of the account number, and, for any member of the Settlement Class whose account has been charged off and

for whom there is an outstanding balance due to Chase at the Retrieval Date, the Charged-Off Amount to the extent it can feasibly be identified.

C. Class Counsel agrees that it will instruct the Settlement Administrator to publish, during one of the days in which it mails the Notices to the Settlement Class, a notice, which shall be substantially in the form of Exhibit H, in USA Today (“Publication Notice”).

D. If any notices are returned by the U.S. Postal Service as undeliverable, Class Counsel shall instruct the Settlement Administrator to promptly re-mail the notices to the updated address provided by the U.S. Postal Service, if any. If the returned notice does not identify any updated address, Class Counsel shall instruct the Settlement Administrator to promptly submit the name and address of the member of the Settlement Class to the Trans Union database for updated address information, if available, and to promptly re-mail the notice to any new address obtained from the Trans Union database. No further notice shall be required after the Court enters the Final Judgment.

E. In addition, as part of disseminating the Notice, Class Counsel shall instruct the Settlement Administrator to create a website for the benefit of the Settlement Class Members and to upload the following case-related documents to the website: the Amended Consolidated Class Action Complaint, the Preliminary Approval Order, Class Counsel’s Petition for an Award of Fees and Expenses, the Proposed Final Approval Order, this Settlement Agreement, the Notice, the Long-Form Notice, the Publication Notice, and answers to frequently asked questions if agreed upon by the Parties. The website shall also contain an Online Claim Form, substantially in the same form as Exhibit F, through which a Settlement Class Member may submit a claim.

F. In addition, Class Counsel shall instruct the Settlement Administrator to maintain an address to which members of the Settlement Class may write to submit a request for the

Long-Form Notice and the Hard-Copy Claim Form. Class Counsel shall further instruct the Settlement Administrator to mail, within five (5) days of the request, the Long-Form Notice and the Hard-Copy Claim Form to all members of the Settlement Class who submit a timely request for the Long-Form Notice and the Hard-Copy Claim Form. The Long-Form Notice and the Hard-Copy Claim form shall be in substantially the same form as Exhibits E and G, respectively.

G. All costs, fees, or expenses associated with settlement notice and administration (“Settlement Notice and Administration Costs”) shall be paid exclusively out of the Settlement Fund (and are not costs, fees, or expenses of the Defendants) and the Defendants shall have no responsibility whatever for any such costs, fees, or expenses, except as expressly provided in the this Settlement. For avoidance of doubt, the Settlement Notice and Administration Costs include all of the costs, fees, and expenses associated with: the preparation, handling, mailing, printing, publication and any other aspects of the dissemination of the Notice, the Long-Form Notice, the Publication Notice, or the Claims Form; the maintenance of the Escrow Account; and all aspects of claims administration, including, without limitation, the costs, fees, and expenses incurred and charged by the Settlement Administrator in connection with this Settlement.

H. The Court may require changes to the notice process without invalidating this Settlement, provided that the other material terms of the Settlement Agreement, including the scope of the Release and the total financial obligations imposed on Defendants, are not altered by such changes.

**IX. Plan Of Administration And Distribution.**

A. In connection with the motion described in Section III.A above, Class Counsel shall submit to the Court for its approval under Rule 23 of the Federal Rules of Civil Procedure the plan for administering and distributing the Net Settlement Fund (“Plan of Administration and

Distribution”), a copy of which is attached hereto as Exhibit I, which, except as otherwise specified, provides for a distribution of the Net Settlement Fund to each Authorized Claimant, and which in the opinion of Class Counsel fairly and adequately addresses the questions of settlement administration, claims submission, and allocation of monetary payments among the Settlement Class Members.

B. Class Counsel shall instruct the Settlement Administrator to review each Hard-Copy Claim Form and each Online Claim Form timely submitted to determine whether the Claimant is an Authorized Claimant. The Settlement Administrator’s good faith determination of whether a Claimant is an Authorized Claimant shall be final and shall not be subject to any review or appeal. To receive a payment or credit as an Authorized Claimant, a Claimant must submit a Hard-Copy Claim Form or an Online Claim Form. The Settlement Administrator, under the supervision of Class Counsel, shall administer and calculate the claims submitted by Claimants and, after Final Approval and entry by the Court of an order approving disbursement of the Net Settlement Fund to Authorized Claimants according to the terms and conditions of the Plan of Administration and Distribution, shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

C. The issue of the allocation of the Net Settlement Fund among the Authorized Claimants is to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement and the Settlement contemplated hereby. Any order relating solely to the allocation of the Net Settlement Fund among the Authorized Claimants, or any request for further judicial review from any order relating solely thereto or reversal or modification thereof, shall not operate to terminate the



Settlement Agreement or affect or delay Final Approval unless such order would have the effect of increasing the total financial obligations imposed on Defendants.

D. Upon Final Approval, Class Counsel shall instruct the Settlement Administrator to provide Chase with a list (“List”) of the names, addresses, birth-dates, last four digits of the Social Security Numbers and/or last four digits of the account numbers, and Creditable Amounts of all Charged-Off Class Members who submit an Authorized Claim. For all such Charged-Off Class Members for whom the Creditable Amount is less than or equal to the balance due to Chase (and not to a third-party) on such class member’s Charged-Off Account(s) according to Chase’s records on the date the List is provided, Chase, within 60 days of the date the List is provided (“List Date”), shall credit the Creditable Amount against the balance due on the Charged-Off Account(s). Such credits shall be in lieu of a cash payment from the Settlement Fund, and the Settlement Fund will not be charged any sum corresponding to the credit. For the avoidance of doubt, if an account has been sold as of the List Date, the balance due to Chase is zero, and nothing will be credited. If, despite reasonable efforts, Chase cannot determine the amount due to it on the account as of the List Date, nothing will be credited by Chase.

E. Authorized Claimants shall be entitled to receive separate benefits, pursuant to the terms of the Plan of Administration and Distribution, for each Chase Credit Card Account for which they submit an Authorized Claim.

F. In no event shall any of the Defendants have any liability or responsibility with respect to the administration or distribution of the Settlement Fund, or any dispute by any Claimant or putative Claimant concerning the handling or resolution of his, her or its claim with respect to the Net Settlement Fund.

**X. Procedures for Opting Out of the Settlement Class.**

A. As permitted by Fed. R. Civ. P. 23(c)(2)(B)(v) and (e), members of the Settlement Class may exclude themselves (“opt out”) from the Settlement, as provided in the Notice or as otherwise approved by the Court. To be effective, the opt out request must be mailed to the Settlement Administrator and must be received on or before the last day for mailing opt-out requests specified in the Notice.

B. Opt-Out requests must: (i) state the name and case number of the Kardonick Litigation (*Kardonick et al. v. JPMorgan Chase & Co. et al.*, Case No. 10-cv-23235 (S.D. Fla.)); (ii) include the Person’s full name and current address, (iii) include either the number that appears on the mailing label of the Notice the Person received, the last four digits of the Person’s Social Security Number, or the last four digits of any of the Person’s Chase credit card account(s) that were enrolled in a Payment Protection Product at some time between September 1, 2004 and November 11, 2010; (iv) include a statement that the Person wishes to exclude him- or herself from the Settlement Class, and (v) be signed by the Person requesting to opt out.

C. No request for exclusion will be valid unless the information described above is included. If a timely and valid request for exclusion is made by a member of the Settlement Class, then that Person shall not be a Settlement Class Member, and this Settlement Agreement and any determinations, judgments, and/or orders concerning it shall not bind the excluded Person. Each member of the Settlement Class who does not submit a valid request to opt out shall remain in the Settlement Class and shall be bound by the Settlement and Release provided in this Agreement. All Settlement Class Members (whether or not a Claimant or Authorized Claimant) shall be bound by all determinations and judgments concerning the Settlement Agreement and the Settlement contemplated hereby.

D. The Settlement Administrator shall send copies of all requests to opt out to Class Counsel and to counsel for Chase. A list of the names of Persons who have timely and properly opted out under this Section shall be attached to the Final Judgment and Order of Dismissal or otherwise recorded by the Court. If the number of Opt-outs meets or exceeds the numerical threshold agreed upon by the Parties, as set forth in a separate Agreement Regarding Settlement Opt-Outs (which agreement shall be kept confidential and disclosed only to the Parties, their counsel, and the Court if the Court so requests), then Defendants, by their counsel, may rescind this Agreement and void this Settlement *ab initio* by serving written notice of rescission on Class Counsel within ten (10) business days of receiving notice that the number of Opt-outs meets or exceeds the agreed numerical threshold.

**XI. Settlement Administrator's Reporting Obligations**

Class Counsel shall instruct the Settlement Administrator to compile records of claims made by Settlement Class Members and to file with the Court no later than fifteen days before the final approval hearing date a declaration verifying that the Notice was sent to all Settlement Class Members, as required in the Preliminary Approval Order, and stating: (a) a list of the Settlement Class Members who validly opted out of the Settlement Class as set forth in Section X.A, (b) the number of valid Hard-Copy Claim Forms and the number of valid Online Claim Forms timely received by the Settlement Administrator, and (c) the aggregate payments to be made from the Settlement Fund to Authorized Claimants.

**XII. Continuing Jurisdiction.**

This Court shall retain jurisdiction to enforce this Agreement's terms and the Final Judgment.

**XIII. Releases.**

A. Upon Final Approval, each Settlement Class Member shall be deemed to have and hereby does release and forever discharge each of the Released Parties from each of the Released Claims. These Releases do not apply to claims for breach of this Settlement Agreement.

B. Upon Final Approval, Settlement Class Representatives and each of the other Settlement Class Members covenant and agree that they will not take any step whatsoever to commence, institute, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

**XIV. Waiver of Rights.**

A. Upon Final Approval, Settlement Class Representatives and each and every other Settlement Class Member hereby expressly waive and relinquish the provisions, rights, and benefits of 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.

and any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule or regulation or the common law or equity.

B. Each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he or she knows or believes to be true with respect to the Released Claims, but each Settlement Class Member hereby expressly waives and fully, finally and forever settles, releases and discharges any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims within the scope of Section XIII, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other,

different or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Judgment and Order of Dismissal to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of this Settlement Agreement.

**XV. Additional Releases.**

Upon Final Approval, the Defendants release and discharge each of the Settlement Class Representatives and their counsel from any Claims relating to the institution or prosecution of the Litigation. Upon Final Approval, each of the Settlement Class Representatives and the other Settlement Class Members releases and discharges each of the Defendants and each of their counsel from any Claims relating to the defense of the Litigation.

**XVI. Termination or Disapproval.**

A. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Judgment and Order of Dismissal, or if either of those Orders is materially modified, reversed or set aside on further judicial review, or if for any other reason there is no Final Approval, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in Section XIII or to impose greater financial or other burdens on Defendants than those contemplated in this Settlement Agreement, then Defendants shall have the option of terminating this Settlement Agreement and, if they do so, this Settlement Agreement shall become null and void ab initio without prejudice to the status quo ante rights, positions and privileges of the Parties, except as otherwise expressly provided herein.

B. In the event of a termination or disapproval as described in Section XVI.A of this Settlement Agreement, this Settlement Agreement shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this

Settlement and any settlement or mediation communications as evidence in the Litigation and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Litigation. Furthermore, in such case, the Parties shall jointly move the Court to vacate the Preliminary Approval Order and/or the Final Judgment and Order of Dismissal to the extent either is then in effect, with the object, inter alia, of vacating the preliminary certification of the Settlement Class in all respects, such that no class shall be certified, no Settlement Class Representatives or Settlement Class Counsel shall be appointed, and the Parties will return to the status quo ante in the Litigation. Nothing herein, including but not limited to the stipulated certification of the Settlement Class, shall result in the waiver by the Parties of any right or position that they could have asserted if this Settlement Agreement had never been reached or proposed to the Court.

**XVII. Best Efforts to Effectuate This Settlement.**

The Parties agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to obtain approval of this Settlement Agreement and the Settlement contemplated hereby, and shall do nothing inconsistent therewith.

**XVIII. No Admission.**

The Parties agree that, whether or not the Effective Date occurs, this Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights, positions or privileges of any Party, and 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, or of any

liability or wrongdoing, by Defendants, or of the truth of any of the Claims asserted in the Litigation or the Amended Consolidated Class Action Complaint, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of this Settlement Agreement, the Preliminary Approval Order, and/or the Final Judgment and Order of Dismissal.

**XIX. Binding Effect.**

This Settlement Agreement shall be binding upon, and inure to the benefit of, Defendants, the Released Parties, the Settlement Class Representatives, and all other Settlement Class Members, and their respective successors and assigns.

**XX. Integrated Agreement.**

This Settlement Agreement contains an entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein, and supersedes, extinguishes, and replaces the Memorandum of Settlement. The exhibits to this Settlement Agreement constitute material parts of this Settlement Agreement and are incorporated by reference herein. This Settlement Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

**XXI. Headings.**

The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

**XXII. No Party Is the Drafter.**

No Party hereto shall be considered the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that might cause any provision to be construed against the drafter.

**XXIII. Choice of Law.**

All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the substantive laws of the State of Delaware without regard to its choice of law or conflict of laws principles.

**XXIV. Authorization to Enter Settlement Agreement.**

Each of the undersigned representatives of each of the Parties represents that he is fully authorized to enter into, and to execute, this Settlement Agreement on behalf of that Party. Each of the Parties agrees that, in return for the agreements herein, such Party is receiving good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged.

**XXV. Signature.**

The Parties may sign this Settlement Agreement in counterparts, and the signature of counterparts shall have the same effect as if the same instrument had been signed. Facsimile or .pdf signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to this Settlement Agreement. This Settlement Agreement shall not be deemed signed until it has been signed by Class Counsel, on behalf of



themselves, the Settlement Class Representatives, and the other members of the Settlement Class, and by an authorized representative of Defendants.

**XXVI. Resolution of Disputes.**

In the event that any of the provisions of this Settlement Agreement, the Preliminary Approval Order or the Final Judgment and Order of Dismissal is asserted by a Defendant as a defense in whole or in part to any Claim or otherwise asserted in any other suit, action or proceeding by a Settlement Class Member, the Defendant may assert that defense either in the tribunal in which the Claim is asserted or in this Court, at the Defendant's discretion. The Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, and the Final Judgment and Order of Dismissal.

**XXVII. Public Statements.**

The Parties will cooperate with respect to any public statements regarding this Settlement. The contents of press releases or public statements regarding the Litigation or this Settlement must be approved by both Parties; provided, however, that such approval will not be unreasonably withheld. The Parties agree that, in no event, shall they or their counsel make any public statements that disparage the business or reputation of the other (or their counsel in this action) based on the subject matter or the conduct of the Litigation.

**XXVIII. Return of Confidential Materials**

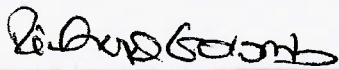
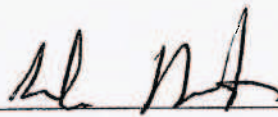
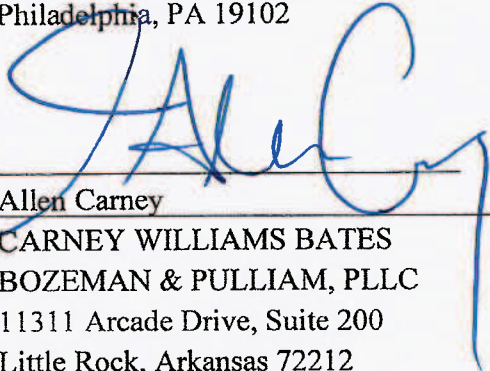
No later than thirty (30) days after Final Approval, termination, or disapproval of this Settlement, Class Counsel will certify to Chase that they have destroyed or returned to Chase all copies of all non-public mediation- or settlement-related materials and information, including confirmatory discovery materials, they received from Defendants or Defendants' counsel before

or after the date of this Settlement. Class Counsel will not use or refer to any such materials or information for any purpose other than, with Defendants' consent, to seek approval of the Settlement.

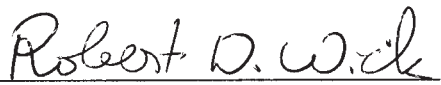
**XXIX. Provision of Notice.**

All notices under this Settlement Agreement shall be in writing. Except as otherwise specifically provided herein, each such notice shall be given by (a) hand delivery, or (b) overnight courier, addressed to the applicable address(es) set forth on the signature pages hereof, or to such other address or person as the applicable Person may designate by giving notice in the manner described in this Section.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he/she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

<p>On behalf of the Settlement Class Representatives and the Proposed Settlement Class Members</p> <p></p> <p>Richard M. Golomb GOLOMB &amp; HONIK, PC 1515 Market Street, Suite 1100 Philadelphia, PA 19102</p> <p></p> <p>Ruben Honik GOLOMB &amp; HONIK, PC 1515 Market Street, Suite 1100 Philadelphia, PA 19102</p> <p></p> <p>Allen Carney</p>	<p>On behalf of JPMorgan and Chase</p> <p>Robert D. Wick COVINGTON &amp; BURLING LLP 1201 Pennsylvania Avenue NW Washington DC 20004 Tel: (202) 662-6000 Fax: (202) 662-6291 <i>Attorneys for Defendants</i></p> <p>Raymond Fischer Chief Financial Officer Chase Bank USA, N.A. 201 North Walnut Street 15th Floor Wilmington, DE 19801</p> <p>Dated:</p>
<p>CARNEY WILLIAMS BATES BOZEMAN &amp; PULLIAM, PLLC 11311 Arcade Drive, Suite 200 Little Rock, Arkansas 72212</p>	

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<p>On behalf of the Settlement Class Representatives and the Proposed Settlement Class Members</p> <hr/> <p>Richard M. Golomb GOLOMB &amp; HONIK, PC 1515 Market Street, Suite 1100 Philadelphia, PA 19102</p> <hr/> <p>Ruben Honik GOLOMB &amp; HONIK, PC 1515 Market Street, Suite 1100 Philadelphia, PA 19102</p> <hr/> <p>Allen Carney CARNEY WILLIAMS BATES BOZEMAN &amp; PULLIAM, PLLC 11311 Arcade Drive, Suite 200 Little Rock, Arkansas 72212</p>	<p>On behalf of JPMorgan and Chase</p> <p></p> <hr/> <p>Robert D. Wick COVINGTON &amp; BURLING LLP 1201 Pennsylvania Avenue NW Washington DC 20004 Tel: (202) 662-6000 Fax: (202) 662-6291 <i>Attorneys for Defendants</i></p> <hr/> <p>Raymond Fischer Chief Financial Officer Chase Bank USA, N.A. 201 North Walnut Street 15th Floor Wilmington, DE 19801</p> <p>Dated:</p>
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IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that he/she is authorized to execute this Settlement Agreement on behalf of the Party or Parties he represents, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

On behalf of the Settlement Class  
Representatives and the Proposed Settlement  
Class Members

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Richard M. Golomb  
GOLOMB & HONIK, PC  
1515 Market Street, Suite 1100  
Philadelphia, PA 19102

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Ruben Honik  
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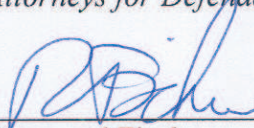
Allen Carney  
CARNEY WILLIAMS BATES  
BOZEMAN & PULLIAM, PLLC  
11311 Arcade Drive, Suite 200  
Little Rock, Arkansas 72212

On behalf of JPMorgan and Chase

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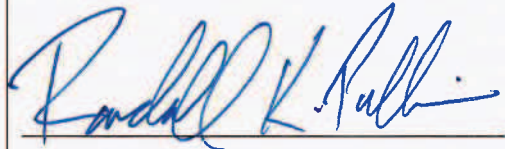
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*Attorneys for Defendants*

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Raymond Fischer  
Chief Financial Officer  
Chase Bank USA, N.A.  
201 North Walnut Street  
15th Floor  
Wilmington, DE 19801

Dated:



Randall K. Pulliam  
CARNEY WILLIAMS BATES  
BOZEMAN & PULLIAM, PLLC  
11311 Arcade Drive, Suite 200  
Little Rock, Arkansas 72212

*Attorneys for the Settlement Class  
Representatives and the Proposed Settlement  
Class Members*

Dated:

**LIST OF EXHIBITS TO THE SETTLEMENT AGREEMENT**

<i>Ex.</i>	<i>Description</i>
A	Amended Consolidated Class Action Complaint
B	Preliminary Approval Order
C	Final Judgment and Order of Dismissal
D	Notice
E	Long-Form Notice
F	Online Claim Form
G	Hard-Copy Claim Form
H	Publication Notice
I	Plan of Administration and Distribution