

# EXHIBIT E

## **REQUEST FOR DOCUMENTS**

“Chase” means JPMorgan Chase & Co. and Chase Bank USA, N.A. together with its predecessor banks, and banks that they purchased or acquired (including Washington Mutual).

“Payment Protector” means all debt cancellation and suspension products currently or previously offered by Chase (whether directly or indirectly through a cobrand, 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.

“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 cobrand 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.

“Number of consumers” the number of Chase Credit Card Accounts with Payment Protector. For cardholders with multiple Chase Credit Card Accounts, each Chase Credit Card Account with Credit Protection should be treated as a separate “consumer”.

Questions apply to all Payment Protector products sold by Chase, including companies that were purchased or acquired by Chase (including Washington Mutual) or who sold Chase

credit card products. If the answers differ by credit card company that was acquired by Chase or Retail Partner please provide a breakdown for each credit card company or card issuer or Retail Partner.

Information requested is for the period covered by the statute of limitations in the U.S. action, or the starting date in the U.S. settlement papers, whichever is longest.

**Documents Requested**

1. Please provide all training manuals, sales or marketing scripts, and computer screenshots for programs used in marketing Payment Protector by Chase or its agents (including but not limited to Assurant) and employees relating to Payment Protector sales, underwriting and/or claims processing.

2. Please provide all documents describing Chase's compensation to its employees or vendors related to Payment Protector sales or claims processing, including any bonus or incentive program offered by Chase in connection with sales and/or claims processing of the product.

3. Please provide all agreements or documents describing the relationship between Assurant and Chase in connection with the sale, marketing, management or other business aspect Payment Protector, including documents reflecting:

- a. how Chase compensates Assurant;
- b. how Assurant compensates its employees and subcontractors;
- c. any incentives or bonuses offered by Chase to Assurant;
- d. all contracts and service agreements;

- e. all addenda to contracts and service agreements;
- f. all reporting, accounting and underwriting information services provided by Assurant.

4. For any third party vendor providing services to Chase or its predecessor or acquired credit card companies, please provide all agreements or documents describing the relationship between that vendor and Chase in connection with the sale, marketing, management or other business aspect Payment Protector, including documents reflecting:

- a. how Chase compensates the vendor;
- b. how the vendor compensates its employees and subcontractors;
- c. any incentives or bonuses offered by Chase to the vendor;
- d. all contracts and service agreements;
- e. all addenda to contracts and service agreements;
- f. all reporting, accounting and underwriting information services provided by the vendor.

5. Please provide agreements relating to Credit Protection or Payment Protector between the following companies, collectively referred to here as “Chase’s Retail Partners”, and Chase:

- a. Best Buy;
- b. BJ’s;
- c. British Petroleum;
- d. Camping World;
- e. Circuit City;

- f. ColdwaterCreek;
- g. Doctors Foster and Smith;
- h. H.E. Butt Grocery;
- i. Hess;
- j. Irving Oil;
- k. Kohl's;
- l. Marathon;
- m. Orvis;
- n. Pier 1 Imports;
- o. Pricerite;
- p. Starbucks;
- q. 7-Eleven;
- r. Shoprite;
- s. Sheetz;
- t. Speedway;
- u. TJ Maxx;
- v. Toys 'R Us;
- w. Wawa;
- x. Wholesale Club; and
- y. Amazon

6. Please provide exemplars of documents provided to consumers by Chase or Chase's Retail Partners (as defined in the preceding request for production) in connection with the solicitation and sale of Payment Protector. Please include:

- a. Exemplars sufficient to show all disclosures or sales materials provided to, or used in connection with the sale and marketing of Credit Protection or Payment Protector, to cardholders and persons who were marketed for the product; and
- b. exemplars sufficient to show all changes in disclosure or changes in sales practices over the course of the class period; and
- c. separate exemplars for each Retail Partner.

7. Please provide documents reflecting Chase's assumptions about:

- a. expected number of Payment Protector enrollees;
- b. expected revenue received from Payment Protector enrollees;
- c. expected number of claims for benefits;
- d. expected number of denied claims;
- e. expected number of accepted claims;
- f. expected dollar value of "deferred" payments for accepted claims; and
- g. expected dollar value of death benefits or other benefits actually paid.

8. Please provide documents reflecting how Chase sets the price for Payment Protector.

9. Please provide financial documents reflecting the following information related to Payment Protector:

- a. The gross receipts for the product;

- b. the amount billed;
- c. the amount collected;
- d. the cost of marketing and selling the product;
- e. the net income derived from the product, set out on an annual basis for each year during the settlement class period.

10. Please provide all documents provided by Chase to class counsel in the Kardonic litigation.

11. Please provide drafts of term sheets and settlement agreements for the proposed class action settlement, including all attachments thereto.

12. Please provide correspondence (including email) between Class Counsel and you regarding settlement, including documents reflecting when the parties first discussed settlement.

13. Please provide documents sufficient to show when each document provided in the preceding three Requests for Production was provided to Class Counsel in the Kardonic litigation.

14. Please provide all communications with the mediator, including documents sufficient to show when the mediator was first contacted and any mediation statements provided by the parties to the mediator.

## REQUEST FOR INFORMATION

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### **INFORMATION REQUESTED**

1. Provide the following information:
  - a. the number of consumers who paid for Payment Protector;
  - b. the number of consumers currently paying for Payment Protector;
  - c. the number of consumers who closed their card account in good standing who paid for Payment Protector, and the amounts paid for the product;
2. State whether Chase modified any of the terms or conditions of Payment Protector during the applicable time frame. If the answer is in the affirmative, please describe all such modifications.
3. State the number of U.S. consumers who were marketed for the Payment Protector plan by Chase during the applicable time frame per the settlement agreement, broken down by year.
4. State the number of U.S. consumers who accepted the Payment Protector plan during the applicable time frame per the settlement agreement, broken down by year.
5. State the number of all U.S. consumers who are currently enrolled in Payment Protector.

6. State the number of U.S. consumers who attempted to purchase Payment Protector but who were rejected for the coverage by Chase due to employment status during the applicable time frame, broken down by year.

7. Describe all efforts made by Chase to determine the age or employment status of the cardholder prior to charging for Payment Protector.

8. State the number of all Chase Credit Card Account holders who (a) requested payment from Chase Payment Protector during the applicable time frame, broken down by year, and payment type (*i.e.* death benefit, disability, unemployment, etc.) and (b) received payment during the applicable time frame, broken down by year, and benefit type (*i.e.* death benefit, disability, unemployment, etc.).

9. State the number of all Chase Credit Card Account holders who (a) requested payment deferral from Chase Payment Protector during the applicable time frame, broken down by year, and deferral type (*i.e.* unemployment, disability, leave of absence, etc.) and (b) received payment deferral from Chase Payment Protector during the applicable time frame, broken down by year, and benefit type (*i.e.* unemployment, disability, leave of absence, etc.).

10. For those Chase Credit Card Account holders who received any payment or deferral state the average length of time that Chase provided such payment or deferrals and the average dollar value of the payment or deferral during the applicable time frame, broken down by year, and benefit type (*i.e.* unemployment, disability, leave of absence, etc.).

11. State the amount in dollars of all sums collected from Chase Credit Card Account holders for Payment Protector, broken down by year.

12. State the amount in dollars of all sums paid to Chase Credit Card Account holders for Payment Protector benefits, broken down by year and benefit type (*i.e.* death benefit, disability, unemployment, etc.).

13. State the amount in dollars of all sums deferred as a result of Chase granting Payment Protector benefits, broken down by year and type of deferral (*i.e.* disability, loss of employment, etc.).

14. State the number of all Chase Credit Card Account holders whose credit balance was paid for under the Payment Protector “loss of life or permanent disability” benefit during the applicable time frame, broken down by year.

15. Provide the number of all class members whose claims fall within the class period, or the beginning date for the U.S. proposed settlement.

16. Provide the following information:

- a. the monthly rate charged to the cardholder, *i.e.*, \$.89 of bill cycle ending credit balance;
- b. if different monthly rates were charged for Payment Protector by different card issuers, please provide those rates and the time periods they were charged and the number of cardholders in each category;
- c. the total amount billed for Payment Protector, broken down by year;
- d. the total amount collected for Payment Protector, broken down by year.

17. For all current cardholders, please provide the following information regarding Payment Protector benefits:

- a. the number of cardholders who requested and received benefits;
- b. the number of cardholders who never requested benefits.
- c. the number of cardholders who requested and were denied benefits;

18. For all closed accounts, please provide the following information regarding Payment Protector benefits:

- a. the number of cardholders who requested and received benefits;
- b. the number of cardholders who requested and were denied benefits;
- c. the number of cardholders who never requested benefits.

19. With regard to the status of the cardholder at the time they were sold Payment Protector, please provide:

- a. number of class members who were not employed at the time they accepted Payment Protector;
- b. number of class members who were retired at the time they accepted Payment Protector product;
- c. number of class members who were not eligible for any Payment Protector benefits at the time they purchased the product;
- d. number of class members who were not eligible specifically for disability, loss of employment, or leave of absence benefits at the time they purchased Payment Protector; and
- e. number of cardholders or customers who applied for the Payment Protector and were rejected;

20. Please provide the following information regarding Chase's or its agent's reasons for rejecting Payment Protector claims:

a. the number of class members who were denied benefits because they were disabled or had a pre-existing condition at the time they purchased Payment Protector;

b. the number of class members who were denied benefits because they were unemployed, self-employed, employed as a "seasonal worker", employed as a "contract employee", or retired at the time they purchased Payment Protector;

c. the number of class members who were denied benefits due to status at time of purchase of Payment Protector for any reason other than employment status or disability (e.g. Chase or its agent determined that the class member did not follow claims procedures);

21. Please provide the total amount of reimbursements paid by third-party insurers for losses or claims made for Payment Protector.

22. Provide the following:

a. the amount of refunded Payment Protector premiums paid to cardholders whose application for coverage was denied within 60 days of the initial purchase;

b. the amount of refunded Payment Protector premiums paid to cardholders whose application for benefits was denied after the initial 60 day period;

c. the total amount of refunded Payment Protector premiums paid to cardholders.