

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into this 29th day of September, 2015, by and among (1) Plaintiff (as defined below), for herself and on behalf of the Settlement Class (as defined below), (2) JPMorgan Chase Bank, N.A. ("JPMC"), and (3) Chase Bank USA, N.A. (collectively with JPMC, "Chase"), subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. As provided herein, Chase, Class Counsel (as defined below), and Plaintiff hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of the Settlement Class against Chase in the action titled *Duncan v. JPMorgan Chase Bank, N.A.*, W.D. Tex. Case No. 5:14-cv-00912-FB ("*Duncan*" or the "Action"), shall be settled and compromised upon the terms and conditions contained herein.

I. Recitals

1. On October 16, 2014, Plaintiff Eva Marisol Duncan filed a class action complaint in the United States District Court for the Western District of Texas, San Antonio Division, alleging that Chase accessed Plaintiff's credit report without a "permissible purpose" in violation of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*
2. On December 16, 2014, Chase filed its answer to the complaint, denying any and all wrongdoing and liability and asserting various affirmative defenses.
3. On June 8, 2015, the Parties participated in mediation with Hon. Edward A. Infante as mediator and negotiated preliminary settlement terms, culminating in this Agreement.
4. Class Counsel have investigated the facts and law underlying the claim asserted in the Action. Class Counsel requested, and Chase produced, data and documents regarding the claims of Settlement Class Members (as that term is defined below). Class Counsel also conducted a deposition and have engaged in numerous discussions with Chase regarding the claim.
5. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims (as that term is defined below) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, Chase, and all members of the Settlement Class who do not timely request to be excluded from the Settlement (as defined below).

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

6. "Account Review Inquiry" means a request by Chase for an individual's Consumer Report Information, where such inquiry is visible to the individual and Chase, but not to other users of the individual's Consumer Report Information. This definition excludes prescreening inquiries made by Chase pursuant to the "firm offer of credit or insurance" provision of the FCRA, 15 U.S.C. § 1681b(c)(1)(B), and excludes inquiries made by Chase for collection of a debt due and owing to Chase, and that has not been discharged in bankruptcy.
7. "Chase" means JPMorgan Chase Bank, N.A. and Chase Bank USA, N.A.
8. "Claim" means a written request submitted by a Settlement Class Member to the Settlement Administrator seeking a distribution from the Settlement Fund.
9. "Claimant" means a Settlement Class Member who submits a Claim.
10. "Claim Deadline" means 90 days after the Notice Deadline.
11. "Claim Form" means a form provided by the Settlement Administrator for the purpose of making a Claim.
12. "Class Counsel" means:

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319 Maverick Street
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320 Lexington Avenue
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13. "Class Period" means the period from October 16, 2009, to and including October 16, 2014.

14. "Consumer Report Information" means a "consumer report," as defined in the FCRA, 15 U.S.C. § 1681a(d), including, without limitation, credit reports, credit scores, and other information derived from a consumer report.
15. "Court" means the United States District Court for the Western District of Texas, San Antonio Division.
16. "Effective Date" means the fifth business day after which all of the following events have occurred:
 - 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 time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

Notwithstanding the foregoing, the Effective Date shall not be earlier than 40 days after Final Approval.

17. "Final Approval" means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to Plaintiff (the "Final Approval Order"). In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
18. "Final Approval Order" means the order and judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
19. "Notice" means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. "Notice Program" means the methods provided for in this Agreement for giving the Notice and consists of (1) a mailed "double post-card" notice with detachable claim form to all those class members whose addresses can be ascertained with reasonable effort, "Mail Notice," (2) Long-Form Notice posted on the Settlement Website, and (3) Publication Notice. The form of the Mail Notice, Long-Form Notice, and Publication Notice shall be substantially in the form attached hereto as Exhibits A, B, and C, and approved by the Court. Additional description of the contemplated Notice Program is provided in Section VII hereof.
20. "Notice Deadline" means 60 days after the Preliminary Approval.

21. "Objection Deadline" means 90 days after the Notice Deadline. The Objection Deadline will be specified in the Notice.
22. "Opt-Out Deadline" means 90 days after the Notice Deadline. The Opt-Out Deadline will be specified in the Notice.
23. "Parties" means Plaintiff and Chase.
24. "Plaintiff" means Eva Marisol Duncan.
25. "Preliminary Approval" means the date that the Court enters, without material change, an order preliminarily approving the Settlement in the form substantially the same as in the attached Exhibit D.
26. "Released Claims" means all claims to be released as specified in Section XIV hereof. The "Releases" means all of the releases contained in Section XIV hereof.
27. "Released Parties" means those persons released as specified in Section XIV hereof.
28. "Releasing Parties" means Plaintiff and all Settlement Class Members who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.
29. "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.
30. "Settlement Administrator" means Kurtzman Carson Consultants ("KCC"). Class Counsel and Chase may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Chase may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.
31. "Settlement Class" means the class defined in Section III hereof.
32. "Settlement Class Member" means any person included in the Settlement Class.
33. "Settlement Fund" means the total cash consideration to be provided by Chase pursuant to Section IV below, being the sum of \$8,750,000.00.
34. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this

Agreement, the Long-Form Notice, the order preliminarily approving this Settlement, the Claim Form, and such other documents as Class Counsel and Chase agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.chasefcraSettlement.com or such other URL as Class Counsel and Chase may subsequently agree upon in writing. The Settlement Website shall not include any advertising, and shall not bear or include the Chase logo or Chase trademarks. Ownership of the Settlement Website URL shall be transferred to Chase within 10 days of the date on which operation of the Settlement Website ceases.

III. Certification of the Settlement Class

35. For settlement purposes only, Plaintiff agrees to ask the Court to certify the following "Settlement Class" under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons who were borrowers or guarantors on a Chase account or Chase-serviced account and whose Consumer Report Information was accessed by Chase through an Account Review Inquiry during the period October 16, 2009 through October 16, 2014, at a time when the subject account met any one of the following criteria: (1) the account was closed with a zero balance; (2) the account had been sold or transferred to a third party; (3) the debt on the account had been discharged in bankruptcy; (4) Chase had foreclosed the property securing the account loan; or (5) Chase had sold in a short sale or had transferred through a deed in lieu of foreclosure the property securing the account loan. Excluded from the Class are all current Chase employees, officers and directors, and the judge and magistrate judge presiding over this Action and their respective staff.

IV. Settlement Consideration

36. The total cash consideration to be provided by Chase pursuant to the Settlement shall be \$8,750,000.00 to cover cash compensation to the Settlement Class, inclusive of all attorneys' fees, costs, and expenses, and the Service Award, and all fees, costs, charges, and expenses of the Settlement Administrator incurred in connection with the administration of the Notice Program as set forth in Section VII hereof and the processing and payment of Claims as set forth in Sections XI and XII hereof.
37. As additional consideration for the release of the claims as set forth herein of the Settlement Class Members, Chase agrees that, for a period of three years from Final Approval, Chase will implement and follow a practice of annual audits reasonably designed to confirm that Chase's periodic Account Review Inquiries have excluded individuals who owe no debt to Chase, retain no interest in any property securing a debt owed to Chase, and have no other account with Chase.

V. Settlement Approval

38. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting preliminary approval of this Settlement ("Preliminary

Approval Order"). Class Counsel may represent to the Court that the preliminary motion is unopposed by Chase. The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Chase, and substantially in the form as that attached hereto as Exhibit D. The motion for preliminary approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth in Section VIII hereof for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for Chase, and no earlier than 90 days after the Class Action Fairness Act, 28 U.S.C. § 1715(b) ("CAFA") notices are mailed, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve Class Counsel's application for attorneys' fees, costs and expenses and for a Service Award to Plaintiff ("Final Approval Hearing").

39. Within 10 days of the filing of the Motion for Preliminary Approval, Chase, at its own expense, shall serve or cause to be served notice of the proposed Settlement, in conformance with the CAFA.

VI. Settlement Administrator

40. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Mail Notice to Settlement Class Members as described in Section VII; implementing Publication Notice; administering the Claims process; distributing the Settlement Fund as provided herein; and paying the remainder of the Settlement Fund to Chase in the event of a termination of the Settlement pursuant to Section XVII hereof.
41. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:
 - a. Obtain from Chase the name and mailing address information for Settlement Class Members (to the extent it is reasonably available), and verify and update the mail addresses received, through the National Change of Address database, for the purpose of sending the Mail Notice to Settlement Class Members, and re-mail returned notices if reasonably practicable;
 - b. Effectuate the Publication Notice;
 - c. Establish and maintain a Post Office box for mailed requests for exclusion from the Settlement Class;

- d. Establish and maintain the Settlement Website with electronic claim filing capability;
- e. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all requests for exclusion from the Settlement Class;
- h. Provide weekly reports and, no later than five days after the Opt-Out Deadline, a final report to Class Counsel and Chase that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;
- i. Payment of any taxes pursuant to paragraph 57;
- j. At Class Counsel's request in advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class;
- k. Process and transmit distributions to Settlement Class Members from the Settlement Fund;
- l. Review, determine the validity of, and respond to all Claims;
- m. Provide weekly reports and a final report to Class Counsel and Chase that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims granted and denied since the prior reporting period, the total number of Claims granted and denied to date, and other pertinent information;
- n. Pay invoices, expenses and costs upon approval by Class Counsel and Chase, as provided in this Agreement; and
- o. Perform any Settlement-administration-related function at the instruction of Class Counsel and Chase, including, but not limited to, verifying that Settlement Funds have been distributed as required by Section XII hereof.

VII. Notice to Settlement Class Members

42. Within 25 days after Preliminary Approval is granted, Chase will provide to the Settlement Administrator the data files that identify, subject to the availability of information in reasonably accessible electronic form, the names and last known mail addresses of the identifiable Settlement Class Members. Then, at the direction of Class Counsel, the Settlement Administrator shall implement the Notice Program provided

herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement; a description of the Settlement Class Members' right to "opt out" or exclude themselves from the Settlement and the Opt-Out Deadline; a description of the Settlement Class Members' right to object to the Settlement and the Objection Deadline; the date upon which the Final Approval Hearing is scheduled to occur; a description of the Claims process; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Chase shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices and publications provided under or as part of the Notice Program shall not bear or include the Chase logo or trademarks or the return address of Chase, or otherwise be styled to appear to originate from Chase.

43. Notice shall be provided to Settlement Class Members in three different ways: Mail Notice, Long-Form Notice on the Settlement Website, and Publication Notice. Not all Settlement Class Members will receive all three forms of Notice, as detailed herein. Notice shall be provided substantially in a form as that attached hereto as Exhibits A, B, and C.
44. After the Settlement Administrator receives from Class Counsel and Chase the data files that identify, subject to the availability of information in reasonably accessible electronic form, the names and last known mail addresses of the identifiable Settlement Class Members, the Settlement Administrator will run the mail addresses through the National Change of Address Database, and shall mail to all such Settlement Class Members postcards that contain the Mail Notice (the "Mail Notice Program").
45. The Mail Notice Program shall be completed by the Notice Deadline. Within seven days after the date the Settlement Administrator completes the Mail Notice Program, the Settlement Administrator shall provide Class Counsel and Chase an affidavit that confirms that the Mail Notice Program was completed in a timely manner. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiff's motion for final approval of the Settlement.
46. The Settlement Administrator shall effectuate the Publication Notice in the manner and form agreed to by the Parties and approved by the Court. Publication Notice shall be completed by the Notice Deadline.
47. Within seven days after the date the Settlement Administrator effectuates the Publication Notice, the Settlement Administrator shall provide Class Counsel and Chase with one or more affidavits confirming that the Publication Notice was given in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiff's motion for final approval of the Settlement.
48. All costs of the Notice Program shall be deducted from the Settlement Fund.

49. Within the parameters set forth in this Section VII, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Chase.

VIII. Opt Out and Objections

50. Exclusion/Opt-Out. Any Settlement Class Member may exclude himself or herself from the Settlement and Release, and from their binding effect, by sending to the Settlement Administrator, postmarked by the Opt-Out Deadline, a written request to opt out or be excluded from the Settlement. The request must include the individual's name and address; a statement that he or she wants to be excluded from the Settlement in *Duncan v. JPMorgan Chase Bank, N.A.*, W.D. Tex. Case No. 5:14-cv-00912-FB; and the individual's signature. The Settlement Administrator shall provide the Parties with copies of all completed opt-out requests, and Plaintiff shall file a list of all who have opted out with the Court no later than 10 days prior to the Final Approval Hearing. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement.
51. Objections. Any Settlement Class Member who does not opt out of the Settlement may object to the Settlement or object to Class Counsel's application for attorneys' fees, costs and expenses, or for a Service Award. Objections must be electronically filed with the Court, or mailed to the Clerk of the Court, with copy to Class Counsel, and Chase's counsel. For an objection to be considered by the Court the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice.
52. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
 - b. the objector's full name, address, and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
 - d. all grounds for the objection, accompanied by any legal support for the objection;
 - e. for any objector who did not receive Mail Notice and claims to be a member of the Settlement Class, the objector must provide:
 - i. a true and correct copy of the objector's credit report(s) showing an Account Review Inquiry during the Class Period;
 - ii. the date and documentation of one of the five events listed in the Settlement Class definition (set forth in Paragraph III above) that preceded the Account Review Inquiry; and

- iii. attestation that, to the best of the objector's knowledge, Chase conducted an Account Review Inquiry after one of the five events listed in the Settlement Class definition.
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

IX. Final Approval Order and Judgment

- 53. Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file her application for attorneys' fees, costs, and expenses and for a Service Award for Plaintiff, no later than 30 days prior to the Objection Deadline. Plaintiff shall file her motion for final approval of the Settlement no later than 14 days prior to the Final Approval Hearing. At the Final Approval Hearing the Court will hear argument on Plaintiff's motion for final approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Award for Plaintiff. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense, or Service Award application, provided the objectors filed timely objections that meet all of the requirements listed in paragraph 52 hereof.
- 54. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and the Service Award. The proposed Final Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Chase. Such proposed Final Approval Order shall, among other things:
 - a. Determine that the Settlement is fair, adequate and reasonable;
 - b. Finally certify the Settlement Class for settlement purposes only;
 - c. Determine that the Notice provided satisfied Due Process requirements;
 - d. Dismiss the Action with prejudice and without costs;

- e. Bar and enjoin Plaintiff and all Settlement Class Members from asserting any of the Released Claims, as set forth in Section XIV hereof, including during the pendency of any appeal from the Final Approval Order;
- f. Release Chase and the Released Parties from the Released Claims, as set forth in Section XIV hereof; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Chase, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Settlement Fund

- 55. The Settlement Administrator shall provide an estimated amount of the costs to implement the Notice Program, establish the Settlement Website, establish a toll-free number, and related upfront expenses, and Chase shall pay the estimated amount within 10 days after the entry of the Preliminary Approval Order. After the upfront payment of costs, the Settlement Administrator shall bill Chase monthly for the reasonable costs of settlement administration. Any amount paid by Chase for the upfront payment of costs that was not used will be deducted from the first monthly bill from the Settlement Administrator. All settlement administration costs paid to the Settlement Administrator shall be deducted from the Settlement Fund.
- 56. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases as set forth in Section XIV hereof and the dismissal of the Action upon Final Approval, within five days of Final Approval, Chase shall transfer to the Settlement Administrator the sum of \$8,750,000.00 less the amount of the settlement administration costs billed to date to be deposited into an interest-bearing account held by an FDIC-insured financial institution to create the Settlement Fund as set forth herein (the "Settlement Fund Account"). Class Counsel and Chase shall agree on the FDIC-insured financial institution at which the account shall be established.
- 57. The Settlement Fund at all times shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Chase or its counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Settlement Fund. Plaintiff and Class Counsel, and Chase and its counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiffs and Class Counsel, and Chase and its counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).
- 58. The Settlement Fund shall be used for the following purposes:

- a. Distribution of payments to Claimants whose Claims the Settlement Administrator has finally approved pursuant to Section XII hereof;
- b. Payment of the Court-ordered award of Class Counsel's attorneys' fees, costs, and expenses pursuant to Section XV hereof;
- c. Payment of the Court-ordered Service Award to Plaintiff pursuant to Section XV hereof;
- d. Payment of any Taxes pursuant to paragraph 57 hereof, including, without limitation, taxes owed as a result of interest earned on the Settlement Fund Account, in a timely manner; subject to approval by Class Counsel and Chase;
- e. Payment of any costs of Settlement administration and the Notice Program; and
- f. Payment of additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (e) of this paragraph, consistent with the purposes of this agreement, subject to approval of Class Counsel and Chase.

XI. Claims Process

- 59. Any Settlement Class Member may submit a Claim to the Settlement Administrator seeking a distribution from the Settlement Fund except those who have already settled with Chase and released all claims against Chase relating to, based upon, resulting from, or arising out of Account Review Inquiries or Chase's policies and practices related to Account Review Inquiries between October 16, 2009 and Preliminary Approval.
- 60. A Claim may be submitted by filing a request with the Settlement Administrator using a Claim Form. Claims may also be submitted electronically through the Settlement Website, which shall require the submission of additional information necessary to confirm membership in the Settlement Class. The Claim Form shall be agreed upon by the Parties after consultation with the Settlement Administrator.
- 61. A Claimant shall submit no more than one Claim, regardless of the number of separate accounts the Claimant formerly held with Chase and regardless of the number of Account Review Inquiries.
- 62. The following information and evidence, at a minimum, shall be required with respect to each Claim.
 - a. Claimant's name;
 - b. Claimant's current mailing address, to allow for the Settlement Administrator to send any Settlement Fund Payment check to a correct address;
 - c. Election to receive a Settlement Fund Payment; and
 - d. For any Claimant who did not receive Mail Notice:

- i. Attestation that, to the best of the Claimant's knowledge, Chase conducted an Account Review Inquiry after one of the five events listed in the Settlement Class definition.
 - ii. The date of one of the five events listed in the Settlement Class definition preceding the Account Review Inquiry relevant to his or her claim, or a Chase account number so that the event can be verified by Chase.
- 63. All Claims must be submitted to the Settlement Administrator by the Claim Deadline. Claim Forms shall be available on the website, either for electronic submission or for download and shall be available by writing, calling, or emailing the Settlement Administrator.
- 64. The Settlement Administrator shall have final authority to determine the adequacy of the substantiation and the legitimacy of any Claim. The Settlement Administrator shall have discretion to require a Claimant to submit additional information and documentation to support a Claim. In exercising its discretion under this paragraph, the Settlement Administrator shall take into account the burden imposed by requiring additional information and documentation and other appropriate considerations.
- 65. The Settlement Administrator shall not reject any claim until after consultation with Class Counsel and Chase. If, after that consultation, the Settlement Administrator will reject the claim, it shall provide written notice to the Claimant, and an opportunity to remedy curable deficiencies, and/or state any grounds for contesting the proposed decision of the Settlement Administrator, within 30 days of the date the Settlement Administrator sends notice by email or mail (whichever is earlier). A Claimant shall only receive one 30-day period in which to respond to the Settlement Administrator's proposed rejection of a Claim. Untimely submission of a Claim is not a curable deficiency within the meaning of this paragraph.
- 66. If submitted by mail, a Claim (or remedial submission) shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted electronically, a Claim (or remedial submission) shall be deemed to have been submitted on the date it is uploaded to the Settlement Website.
- 67. All Claim Forms shall be subject to such anti-fraud procedures and random and/or selective audits as the Settlement Administrator shall adopt in its discretion. The Settlement Administrator shall be responsible for developing an appropriate plan to audit Claim Forms. Class Counsel and Chase retain the right to independently audit Claim Forms if they choose to do so.
- 68. Within the parameters set forth in this Section XI, further specific details of the Claims process shall be subject to the agreement of Class Counsel and Chase. In the event that the Settlement Administrator determines, in its discretion, that any adjustment to the Claims process or deadlines is called for, the Settlement Administrator shall confer with Class Counsel and Chase. Changes may be made to the Claims process set forth in this

Section XI by agreement between Class Counsel and Chase, in order to facilitate the working of the Claims process or accomplishment of the goals of the Claims process, subject to approval by the Court.

XII. Distribution of Net Settlement Fund

69. Within the later of 30 days after the Effective Date or 10 days after the resolution of any and all claims under Section XI, the Settlement Administrator shall distribute the Net Settlement Fund as set forth in this Section XII. Each Claimant whose Claim the Settlement Administrator has finally approved, shall receive a pro rata distribution of the Net Settlement Fund.
70. The Net Settlement Fund is equal to the Settlement Fund less the following:
 - a. the amount of the Court-awarded attorneys' fees, costs, and expenses to Class Counsel;
 - b. the amount of the Court-awarded Service Award to Plaintiff;
 - c. the costs of Settlement administration and the Notice Program, including the projected costs of the Settlement Administrator completing its duties of distribution of the Settlement Fund Payments and its duties following such distribution,
 - d. the amount of any Taxes to be paid pursuant to paragraph 57; and
 - e. all other costs and/or expenses incurred in connection with the Settlement not specifically enumerated in subsections (a) through (d) of this paragraph that are expressly provided for in this Agreement or have been approved by Class Counsel and Chase.
71. The Settlement Administrator shall divide the total amount of the Net Settlement Fund by the total number of finally approved Claims. This calculation shall yield each Claimant's "Payable Claim Amount."
72. Every Claimant shall be paid the Payable Claim Amount ("Settlement Fund Payments"). In no event, however, shall Chase ever be required to pay more than a total of \$8,750,000.00 to the Settlement Class, inclusive of all attorneys' fees, costs, and expenses, the Service Award, as well as the costs of Settlement administration and the Notice Program.
73. Settlement Fund Payments will be made by check with an appropriate legend, in a form approved by Class Counsel and Chase, to indicate that it is from the Settlement. Checks will be prepared and mailed by the Settlement Administrator to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for 90 days. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable, and will re-mail it once to the updated address. All costs associated

with the process of printing and mailing the checks and any accompanying communication shall be deducted from the Settlement Fund.

74. The amount of the Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall remain in the Settlement Fund for 180 days from the date that the last distribution check is mailed by the Settlement Administrator, during which time the Settlement Administrator shall make a reasonable effort to locate intended recipients of Settlement Funds whose checks were returned to effectuate delivery of such checks. The Settlement Administrator shall make only one attempt to re-mail or re-issue a distribution check.

XIII. Disposition of Residual Funds

75. If any funds remain in the Settlement Fund within 180 days of the date the Settlement Administrator mails the last Settlement Fund Payment, those funds shall be distributed through a residual *cy pres* program. The residual *cy pres* recipient(s) shall be agreed upon by Class Counsel and Chase and approved by the Court. Any residual *cy pres* distribution shall be paid as soon as reasonably possible following the completion of distribution of Settlement Fund Payments. All costs associated with the disposition of residual *cy pres* funds shall be paid by the Settlement Fund. In the event no money remains in the Settlement Fund 180 days after the last Settlement Fund Payment is mailed, the Parties shall have no obligation whatsoever to make any residual *cy pres* distribution.

XIV. Releases

76. As of the Effective Date, Plaintiff and each Settlement Class Member, each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged JPMorgan Chase Bank, N.A. and Chase Bank USA, N.A. and each of their present and former parents (including JPMorgan Chase & Co.), subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters between October 16, 2009, and Preliminary Approval that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies, whether based upon federal or state statutes or federal or state common law, relating to, based upon, resulting from, or arising out of (a) Account Review Inquiries, or (b) Chase's policies and practices related to Account Review Inquiries.

77. AS OF THE EFFECTIVE DATE, PLAINTIFF AND EACH SETTLEMENT CLASS MEMBER SHALL FURTHER AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: "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."
78. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraphs 76 and 77 hereof, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this paragraph and paragraphs 76 and 77 hereof. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this paragraph and in paragraphs 76 and 77 hereof, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution of funds from the Settlement.
79. Nothing in this Agreement shall operate or be construed to release any claims or rights Chase has to recover any past, present or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts, loans or any other debts with Chase, pursuant to the terms and conditions of such accounts, loans, or any other debts.

XV. Payment of Attorneys' Fees, Costs, and Service Award

80. Chase agrees not to oppose Class Counsel's request for attorneys' fees and costs and expenses of up to 33.33% of the Settlement Fund. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund.
81. Within three business days of the Effective Date, the Settlement Administrator shall pay from the Settlement Fund to Class Counsel all Court-approved attorneys' fees, costs, and expenses of Class Counsel, including interest accrued thereon. Provided, however, that the Settlement Administrator shall not pay any such fees, costs, or expenses from the Settlement Fund to Class Counsel until such time as Class Counsel have jointly agreed upon a plan of allocation of fees, costs, and expenses among all Class Counsel, and have jointly provided payment instructions to the Settlement Administrator. In the event that the award of attorneys' fees, costs, and expenses of Class Counsel is reduced on appeal,

the Settlement Administrator shall only pay to Class Counsel from the Settlement Fund the reduced amount of such award, including interest accrued thereon. Class Counsel shall timely furnish to the Settlement Administrator any required tax information or forms before the payment is made.

82. The payment of attorneys' fees, costs, and expenses of Class Counsel pursuant to paragraph 81 hereof shall be made through a wired deposit by the Settlement Administrator into the attorney client trust account of Riley & Riley. After the fees, costs, and expenses have been deposited into this account, Riley & Riley shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees, costs, and expenses to that firm.
83. Class Counsel will ask the Court to approve a service award of up to \$10,000 for Plaintiff ("Service Award"). The Service Award is to be paid from the Settlement Fund. The Service Award shall be paid to Plaintiff in addition to Plaintiff's Settlement Class Member Payment. Plaintiff need not submit a Claim Form to receive a Settlement Class Member Payment. Chase shall not oppose Class Counsel's request for payment of the Service Award.
84. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Award only after reaching agreement on all other material terms of this Settlement.

XVI. Termination of Settlement

85. This Settlement may be terminated by either Class Counsel or Chase by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 45 days (or such longer time as may be agreed between Class Counsel and Chase) after any of the following occurrences:
 - a. Class Counsel and Chase agree to termination;
 - b. the Court fails to preliminarily approve the Settlement within 180 days after filing of the motion or amended motion for preliminary approval, or fails to finally approve the Settlement within 360 days of Preliminary Approval;
 - c. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
 - d. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 270 days of such reversal;
 - e. any court incorporates terms or provisions into, or deletes or strikes terms or provisions from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Chase reasonably considers material;

f. the Effective Date does not occur; or

g. any other ground for termination provided for elsewhere in this Agreement.

86. Chase also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen days of its receipt from the Settlement Administrator of the final report specified in paragraph 50 hereof, if the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds the number specified in the separate letter executed concurrently with this Settlement by Class Counsel and Chase. The number shall be confidential except to the Court, who shall upon request be provided with a copy of the letter for *in camera* review.

XVII. Effect of a Termination

87. The grounds upon which this Agreement may be terminated are set forth in paragraphs 85 and 86 hereof. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of Chase's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Chase in accordance with paragraph 88 hereof; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and Chase's right to oppose class certification.
88. In the event of a termination as provided in paragraph 85 and 86 hereof, and after payment of any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund Account, the Settlement Administrator shall return the balance of the Settlement Fund to Chase within seven days of termination. Chase shall have no right to seek reimbursement from Plaintiff or Class Counsel for any funds disbursed from the Settlement Fund Account pursuant to paragraph 72 hereof or for any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund Account.
89. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of paragraph 85 and/or 86 hereof.
90. In the event the Settlement is terminated in accordance with the provisions of paragraphs 85 and/or 86 hereof, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose, without prejudice to Plaintiff's right to seek class certification, and Chase's right to oppose class certification. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVIII. No Admission of Liability

91. Chase disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Chase has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
92. Class Counsel and Plaintiff believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel and Plaintiff have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.
93. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
94. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.
95. In addition to any other defenses Chase may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

96. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
97. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

98. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.
99. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
100. Integration. This Agreement (along with the letter referenced in paragraph 86 hereof) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
101. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
102. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law.
103. Counterparts. This Agreement may be executed 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, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
104. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.
105. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Ben Bingham, Esq.
BINGHAM & LEA, P.C.
319 Maverick Street
San Antonio, TX 78212
Tel. (210) 224-2885
Fax (210) 224-1819

Email: ben@binghamandlea.com

H. Anthony Hervol, Esq.
LAW OFFICE OF H. ANTHONY HERVOL
4414 Centerview Drive, Suite 200
San Antonio, TX 78228
Tel. (210) 522-9500
Fax (210) 522-0205
Email: hervol@sbcglobal.net

Charles Riley, Esq.
RILEY & RILEY
320 Lexington Avenue
San Antonio, TX 78215
Tel. (210) 225-7236
Fax (210) 227-7907
Email: charlesriley@rileylawfirm.com

All notices to Chase, provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Robert E. Bailey, Esq.
JPMORGAN CHASE & CO.
4 New York Plaza
New York, New York 10004
Tel. (212) 623-1339
Email: robert.e.bailey@chase.com

Noah A. Levine, Esq.
Alan E. Schoenfeld, Esq.
WILMER CUTLER PICKERING HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Tel. (212) 230-8875
Fax (212) 230-8888
Email: noah.levine@wilmerhale.com; alan.schoenfeld@wilmerhale.com

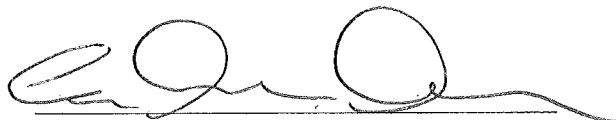
The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

106. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Chase and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

107. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
108. Authority. Class Counsel (for Plaintiff), and counsel for Chase (for 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 Plaintiff and Chase to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that 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.
109. Agreement Mutually Prepared. Neither Chase nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
110. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise, including specifically, without limitation, a United States Supreme Court decision in *Spokeo, Inc. v. Robins*, No. 13-1339.
111. 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 in Section XIV hereof, received independent legal advice with respect to the advisability of entering into 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.

Dated: _____

9-29-15



Eva Marisol Duncan
Plaintiff

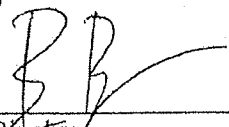
Dated: _____

REPRESENTATIVE OF JPMORGAN
CHASE BANK, N.A.
Defendant

Dated: _____

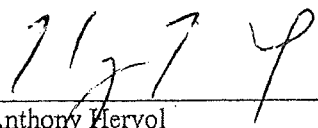
REPRESENTATIVE OF CHASE BANK
USA, N.A.
Party

Dated: 9-29-15



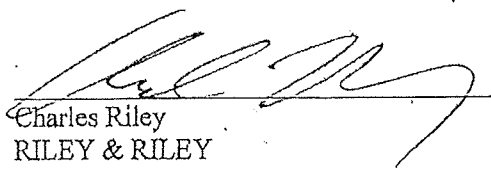
Ben Bingham
BINGHAM & LEA, P.C.
319 Maverick Street
San Antonio, Texas 78212
Tel. (210) 224-1819
Class Counsel

Dated: 9/29/15



H. Anthony Hervol
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Tel. (210) 522-9500
Class Counsel


Dated: 9/29/15



Charles Riley
RILEY & RILEY
320 Lexington Avenue
San Antonio, Texas 78215
Tel. (210) 225-7236
Class Counsel

Dated: _____

9-29-15



REPRESENTATIVE OF JPMORGAN
CHASE BANK, N.A.
Defendant

Dated: _____

REPRESENTATIVE OF CHASE BANK
USA, N.A.
Party

Dated: _____

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Tel. (210) 225-7236
Class Counsel

Dated: _____

REPRESENTATIVE OF JPMORGAN
CHASE BANK, N.A.
Defendant

Dated: 9/29/15


REPRESENTATIVE OF CHASE BANK
USA, N.A.
Party

Dated: _____

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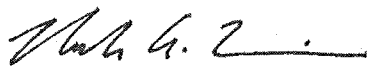
Dated: _____

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Class Counsel

Dated: _____

Wm. Lance Lewis
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Dallas, TX 75201
Tel. (214) 880-1827
*Counsel for JPMorgan Chase Bank, N.A. and
Chase Bank USA, N.A.*

Dated: 9/29/2015 _____



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*Counsel for JPMorgan Chase Bank, N.A. and
Chase Bank USA, N.A.*

Dated: September 29, 2015



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*Counsel for JPMorgan Chase Bank, N.A. and
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Dated: _____

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