

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and among (1) Plaintiffs William Mark Scott and Ronald Morin for themselves and on behalf of the Settlement Class, and (2) JPMorgan Chase Bank, N.A. (“Chase” and, together with Plaintiffs, the “Parties”), and subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties enter into this agreement by and through their respective counsel. As provided herein, the Parties, Chase’s counsel, and Class Counsel 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 *Scott v. JPMorgan Chase Bank, N.A.*, No. 17-cv-00249-APM (D.D.C.) (the “Action”), shall be settled and compromised upon the terms and conditions contained herein.

### **I. Recitals**

1. In September 2008, the United States Department of the Treasury (“Treasury”) entered into a Financial Agency Agreement (“FAA”) with Chase. Pursuant to the FAA, Chase operated the U.S. Debit Card program, which “provide[s] debit card services to cardholders within and outside of the United States as necessary to facilitate the use of debit cards by Federal agencies and cardholders anywhere in the world.” (ECF No. 18-2, FAA ¶ 3(c)).
2. In April 2012, Treasury and the District of Columbia Courts (“D.C. Courts”) executed an interagency agreement permitting D.C. Courts to participate in the U.S. Debit Card program. The same month, Treasury executed a “Direction to Agent” obligating Chase to “provide U.S. Debit Card program products and services to the DC Courts.” (ECF No. 18-3, Direction to Agent No. 34 ¶ 2).
3. Chase issued debit cards for use by court systems in multiple jurisdictions to pay persons for their jury service (“Juror Debit Card”). Under the U.S. Debit Card program operated for D.C. Courts, Chase issued Juror Debit Cards to persons who served on juries in the D.C. Courts. (ECF No. 14-2, Consol. Compl. ¶ 7). Chase also issued Juror Debit Cards to persons who served on juries in Gwinnett County, GA; Livingston County, MI; and Fort Bend County, TX.
4. Also under the U.S. Debit Card program operated for D.C. Courts, Chase provided debit cards for payment to persons for service as fact witnesses in Washington, D.C. (“Fact Witness Debit Card”).
5. Plaintiff Scott is a resident of the District of Columbia and served on a jury in July 2016. Plaintiff Morin is a resident of the District of Columbia and served on a jury in January 2017. Plaintiffs both received Juror Debit Cards upon completion of jury service. *Id.* at ¶¶ 24-25.
6. On February 7, 2017, Plaintiff Scott filed an action against JPMorgan Chase & Co., the parent company of Chase, on behalf of a putative class of all jurors in the United States who incurred bank fees on their Chase debit cards issued pursuant to the U.S. Debit Card

program. Plaintiff Morin filed a similar action on March 3, 2017 on behalf of a putative class of all jurors in the United States who were issued Chase debit cards. Plaintiffs filed a motion for consolidation and for appointment of lead counsel with an attached Consolidated Complaint on March 29, 2017. The Court granted the motion on April 3, 2017, appointing Tycko & Zavareei LLP and Levi & Korsinsky LLP as interim Co-Lead Counsel for Plaintiffs in the Consolidated Action. (ECF Nos. 14, 15).

7. Plaintiffs alleged unjust enrichment, conversion, unfair and deceptive practices, and violations of the Electronic Fund Transfer Act relating to Chase's alleged nonconsensual possession of jurors' funds, and the amounts and disclosure of fees in connection with using a Juror Debit Card. *See* Consol. Compl. ¶¶ 117-76.
8. On May 3, 2017, Chase filed a motion to dismiss the Consolidated Complaint. (ECF No. 18). Plaintiffs opposed the motion. (ECF No. 21).
9. On September 29, 2017, the Court held a hearing on the motion to dismiss. On October 30, 2017, the Court issued an order denying in part Chase's motion, reserving on other issues, and ordering discovery concerning certain of Chase's defenses. (ECF No. 27).
10. On January 19, 2018, the Parties negotiated an agreement in principle on a proposed settlement.
11. On April \_\_, 2018, Plaintiffs filed an Amended Complaint dismissing JPMorgan Chase & Co. as a defendant and substituting JPMorgan Chase Bank, N.A.
12. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims (as defined in Paragraph 71) of the Settlement Class. The Parties intend this Agreement to bind Plaintiffs, Chase, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

**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:

13. "Cardholder" means a person to whom Chase issued a Juror Debit Card or a Fact Witness Debit Card.
14. "Class Counsel" means:

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Anna C. Haac  
1828 L Street, NW, Suite 1000

Washington, D.C. 20036

LEVI & KORSINSKY LLP  
Rosemary Rivas  
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44 Montgomery Street, Suite 650  
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15. “Effective Date” means the second business day after 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 the Final Approval Order without material change to the Parties’ agreed-upon proposed Final Approval Order as described in Paragraph 19; and
  - c. The time for seeking rehearing or appellate or other review of the Final Approval Order 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.

Notwithstanding the foregoing, the Effective Date shall not be earlier than 35 days after Final Approval (as defined in Paragraph 18).

16. “Fact Witness Debit Card” means any Chase debit card issued to a person in connection with service as a fact witness in Washington, DC.
17. “Fee” means a fee charged to a Cardholder by Chase in relation to a Juror Debit Card or a Fact Witness Debit Card.
18. “Final Approval” means the date on which the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Awards (as defined in Paragraph 78). 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.
19. “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 the Final Approval Order includes all such orders.
20. “Juror Debit Card” means any Chase debit card issued to pay a person for jury service in Washington, DC, Gwinnett County, GA, Livingston County, MI, or Fort Bend County, TX.

21. “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.
22. “Notice Deadline” means 30 days after Preliminary Approval.
23. “Notice Program” means the notice methods provided for in this Agreement and consists of a mailed notice to all those Settlement Class Members for whom Chase can ascertain a mailing address from its records with reasonable effort (“Mailed Notice”), and notice posted on the Settlement Website. The forms of notice shall be agreed upon by Class Counsel and Chase and approved by the Court. Additional description of the contemplated Notice Program is provided in Section VII hereof.
24. “Objection Deadline” means 60 days after the Notice Deadline.
25. “Opt-Out Deadline” means 60 days after the Notice Deadline.
26. “Parties” means Plaintiffs and Chase.
27. “Plaintiffs” means William Mark Scott and Ronald Morin.
28. “Preliminary Approval” means the date on which the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
29. “Released Claims” means all claims to be released as specified in Section X.
30. “Released Parties” means those persons and entities released as specified in Section X.
31. “Releases” means all of the releases contained in Section X.
32. “Releasing Parties” means Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.
33. “Remaining Balance” means any funds remaining in a Settlement Class Member’s Juror Debit Card account or Fact Witness Debit Card account as of the date on which the funds paid pursuant to this Agreement are distributed to Settlement Class Members.
34. “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.
35. “Settlement Administrator” means Epiq Systems. Class Counsel and Chase may, by agreement, substitute a different 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 Settlement Administrator, upon a showing that the responsibilities of the Settlement Administrator have not been adequately executed by the incumbent.

36. “Settlement Class” means the class defined in Paragraph 42.
37. “Settlement Class Member” means any person included in the Settlement Class.
38. “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 provided for in Section VII.
39. “Surcharge” means an ATM surcharge charged to a Cardholder by a third party in relation to a Juror Debit Card or a Fact Witness Debit Card.
40. Except where otherwise specified, any time period specified in this Agreement shall be counted in calendar days.
41. Except where otherwise specified, any reference to a Paragraph, Section, or Exhibit shall be to the specified paragraph or section of this Agreement, or to the specified exhibit to this Agreement.

### **III. Certification of the Settlement Class**

42. For settlement purposes only, Plaintiff shall seek, and Chase shall not oppose, certification of the following Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All persons who, up to and including the date of preliminary approval, were either (1) paid for jury service by means of a Juror Debit Card or for fact witness service by means of a Fact Witness Debit Card as part of the U.S. Debit Card program operated by JPMorgan Chase Bank, N.A. for the United States Department of the Treasury, in the jurisdiction of Washington, DC; or (2) paid for jury service by means of a Juror Debit Card as part of the programs operated by JPMorgan Chase Bank, N.A., in the jurisdictions of Gwinnett County, GA; Livingston County, MI; and Fort Bend County, TX.

43. For settlement purposes only, Plaintiffs shall also seek, and Chase shall not oppose, appointment of Class Counsel, and appointment of Plaintiffs as class representatives, to represent the Settlement Class.

### **IV. Settlement Consideration**

44. Subject to approval by the Court, Chase will reimburse Settlement Class Members the total amount of Fees and Surcharges charged in connection with Juror Debit Cards and Fact Witness Debit Cards (each such payment to a Settlement Class Member constituting a “Fee Reimbursement”).
45. At the same time as it pays Fee Reimbursements to members of the Settlement Class, Chase will remit to each Settlement Class Member, by check, the amount of that Settlement Class Member’s Remaining Balance.

46. Chase has also agreed not to charge further Fees in connection with Settlement Class Members' Juror or Fact Witness Debit Cards. Related to its agreement not to charge further Fees, Chase will deactivate all Settlement Class Members' Juror Debit Cards and Fact Witness Debit Cards and close all Settlement Class Members' Juror Debit Card accounts and Fact Witness Debit Card accounts.
47. Subject to approval by the Court, the total amount of (a) attorneys' fees, costs, and expenses to be paid to Class Counsel by Chase and (b) any Service Awards to be paid to Plaintiffs by Chase shall not exceed \$345,000 (\$335,000 for the payment of Class Counsel's attorneys' fees and costs and \$5,000 to each Plaintiff for Service Awards).
48. In addition to the consideration set forth in Paragraphs 44-47, Chase will pay all reasonable fees, costs, charges, and expenses of the Settlement Administrator, including the reasonable costs of Notice incurred in connection with the administration of the Notice Program as set forth in Section VII, as well as any costs of the Settlement Administrator in processing objections and exclusion requests as set forth in Section VI. For avoidance of doubt, other than as specified in the foregoing Paragraphs 44-48, Chase shall not bear any fees, costs, charges, or expenses incurred by Plaintiffs or by Class Counsel, including, but not limited to, those of any experts retained by Plaintiffs or by Class Counsel.

**V. Preliminary Approval**

49. As soon as practicable after execution of this Agreement by all signatories, Class Counsel shall move the Court for an order granting preliminary approval of this Settlement ("Preliminary Approval Order"). The proposed Preliminary Approval Order that will be filed with the motion shall be in a form agreed upon by Class Counsel and Chase. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as within the range of fairness, adequacy, and reasonableness; (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 Notice; (4) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay deadlines in the Action unrelated to Preliminary Approval and Final Approval, 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, at which Final Approval hearing the Court will conduct an inquiry to determine whether the Settlement is fair, reasonable and adequate and should be finally approved, and whether to approve Class Counsel's application for attorneys' fees, costs, and expenses, and for Service Awards.
50. Within 10 days of the filing of the motion for preliminary approval, Chase, at its own expense, shall serve or cause to be served a notice of the proposed Settlement, in conformance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b) ("CAFA").

**VI. Settlement Administrator**

51. The Settlement Administrator shall administer various aspects of the Settlement as described in Paragraph 52 and shall perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Notice to Settlement Class Members as described in Section VII.
52. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:
- a. Obtaining from Chase the name and mailing address information for any Settlement Class Members as to whom Chase possesses such information in reasonably accessible electronic form, verifying and updating such information through the National Change of Address database, sending the Mailed Notice to any such Settlement Class Members, and re-mailing returned notices to the extent updated address information can be obtained through reasonable efforts;
  - b. Establishing and maintaining, as a means for Settlement Class Members to obtain notice of and information about the Settlement, the Settlement Website (the URL and content of which shall be agreed upon by Chase and Class Counsel, and which shall include an online form for Settlement Class Members to submit questions or request address changes);
  - c. Establishing and maintaining a post office box for mailed written notifications of (i) exclusion from the Settlement Class or (ii) a request to send settlement consideration to a different address;
  - d. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
  - e. Responding to any mailed Settlement Class Member inquiries;
  - f. Processing all written notifications of requests to send settlement consideration to a different address (whether electronically or by mail);
  - g. Processing all written notifications of exclusion from the Settlement Class;
  - h. Providing weekly reports and, no later than 10 days after the Opt-Out Deadline, a final report to Class Counsel and Chase, that summarize the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information;
  - i. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (1) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (2) identifies each Settlement Class Member

who timely and properly provided written notification of exclusion from the Settlement Class; and

- j. Performing any Settlement-administration-related function at the agreed-upon instruction of both Class Counsel and Chase.

## **VII. Notice to Settlement Class Members**

53. Within 7 days after Preliminary Approval, Chase will provide to the Settlement Administrator data files that (a) identify the Settlement Class Members, and (b) contain mailing address information for Settlement Class Members as to whom Chase possesses such information in reasonably accessible electronic form (collectively, the “Class List”).
54. Upon receipt of the Class List, 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 date by which Settlement Class Members may exclude themselves from the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; a description of the process by which a member of the Settlement Class may receive any Fee Reimbursement or Remaining Balance to which he or she is entitled; a description of the process by which a member of the Settlement Class may request that payments in connection with the Settlement be sent to an address different from the one on file with Chase; and the address of the Settlement Website at which Settlement Class Members may obtain this Agreement and other related documents and information.
55. The Notice shall inform Settlement Class Members that a check shall be mailed to each eligible Settlement Class Member who does not exclude himself or herself from the Settlement Class reflecting (a) any Fee Reimbursement to which that Settlement Class Member is entitled and (b) any Remaining Balance on the Settlement Class Member’s Juror Debit Card or Fact Witness Debit Card.
56. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the Settlement Class Member’s intent to exclude himself or herself from the Settlement Class. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual’s name and address; a statement that he or she wants to be excluded from the Settlement in *Scott v. JPMorgan Chase Bank, N.A.*, No. 17-cv-00249-APM (D.D.C.); and the individual’s signature. There shall be no mass opt-outs. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

57. The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs, and expenses, and for Service Awards. Objections to the Settlement or to the application for attorneys' fees, costs, expenses, and for Service Awards must be electronically filed with the Court, or mailed to the Clerk of the Court, with a copy to Class Counsel and Chase's counsel. For an objection to be considered by the Court the objection must be: (a) electronically filed by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, Class Counsel, and Chase's Counsel, at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline.
58. For an objection to be considered by the Court, the objection must also set forth and include:
- a. the name of the Action;
  - b. the objector's full name, address, email 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. the identity of all counsel who represent the objector, including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
  - f. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
  - g. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
  - h. production of all documentary evidence that will be offered 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).
59. Any Settlement Class Member that does not make an objection in the time and manner set forth in Paragraphs 57-58 shall be deemed to have waived any objections and be forever foreclosed from making any objection to the fairness or adequacy of the Settlement, including but not limited to the compensation to Settlement Class Members, the award of Class Counsel's attorneys' fees and reimbursement of costs, the Service Awards, or the Final Judgment.

60. Notice shall be provided in two ways: Mailed Notice (to persons on the Class List) and Notice on the Settlement Website, with each method implemented pursuant to the terms of this section.
61. After the Settlement Administrator receives the Class List from Chase, the Settlement Administrator shall run the mailing addresses included in the Class List through the National Change of Address Database and shall mail the Mailed Notice to Settlement Class Members using the resulting updated address information (the “Mailed Notice Program”). For any Mailed Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mailed Notice to the updated address indicated. For any Mailed Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and re-mail the Mailed Notice to the extent updated addresses are identified. The Settlement Administrator need only make one attempt to re-mail any Mailed Notices that are returned as undeliverable.
62. The Mailed Notice Program, with the exception of any re-mailed notice, shall be completed by the Notice Deadline.
63. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.
64. The Settlement Administrator shall establish the toll-free telephone number contemplated in Paragraph 52(d) by the Notice Deadline.
65. Within 7 days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and Chase with one or more affidavits confirming that the Mailed Notice Program and posting of Notice on the Settlement Website were completed in accordance with the Parties’ instructions and the Court’s approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Plaintiffs’ motion for final approval of the Settlement.
66. 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. Final Approval Order and Judgment**

67. Plaintiffs’ motion for preliminary approval of the Settlement shall include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. The Final Approval Hearing shall be scheduled no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715. By no later than 36 days prior to the initially scheduled Final Approval Hearing, Plaintiffs shall file a motion for final approval of the Settlement and an application for attorneys’ fees, costs, and expenses and for Service Awards. By no later than 14 days prior to the Final Approval Hearing, the Parties shall file any responses to any objections, and any replies in support of final approval of the Settlement and/or Class Counsel’s application for attorneys’ fees, costs, and expenses and for Service Awards.

68. The proposed Final Approval Order that will be filed with the motion for final approval 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;
  - e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section X, 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 X; and
  - g. Reserve the Court's continuing and exclusive jurisdiction over Chase and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**IX. Settlement Distribution**

69. No later than 30 days after the Effective Date, Chase will mail a check to each eligible member of the Settlement Class reflecting (a) a Fee Reimbursement in the amount of all Fees and Surcharges, if any, paid by that person in relation to his or her Juror Debit Card or Fact Witness Debit Card, and (b) any Remaining Balance contained in his or her Juror Debit Card account or Fact Witness Debit Card account. All settlement checks shall be valid for 180 days, after which the checks shall no longer be negotiable and the amounts paid shall be subject to escheatment.
70. After mailing to Settlement Class Members the checks reflecting Fee Reimbursements and Remaining Balances, Chase will close Juror Debit Card accounts and Fact Witness Debit Card accounts for all Settlement Class Members and will cease to process transactions attempted with Juror Debit Cards or Fact Witness Debit Cards.

**X. Releases**

71. As of the Effective Date, the Releasing Parties, 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 Chase and each of its 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 (collectively, the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged in the Action and result from, arise out of, are based upon, or in any way relate to (a) Settlement Class Members’ access to juror or fact witness payments, (b) Settlement Class Members’ payment of fees or surcharges in relation to Juror Debit Cards or Fact Witness Debit Cards, or (c) any disclosures or other communication to Settlement Class Members concerning Juror Debit Cards or Fact Witness Debit Cards (the “Released Claims”).

72. For the avoidance of doubt, the Released Claims include any claims that are described in Paragraph 71 and that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including all claims under D.C. Code § 28-3901 *et seq.*, Ga. Code Ann. § 10-1-370 *et seq.* and Ga. Code Ann. § 10-1-390 *et seq.*, Mich. Comp. Laws Ann. § 445.901 *et seq.*, and Tex. Bus. & Com. Code Ann. § 17.41 *et seq.*, and other state unfair and deceptive trade practices statutes); causes of action under the common or civil laws of any state in the United States, including but not limited to unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, rescission, or reformation; and also including, but not limited to, any and all claims in any state or federal court of the United States for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Chase after the Effective Date.
73. AS OF THE EFFECTIVE DATE, PLAINTIFFS AND EACH RELEASING PARTY 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 WITH RESPECT TO ANY CLAIMS THAT ARE DESCRIBED IN PARAGRAPH 71 AND THAT A RELEASING PARTY MAY HAVE. 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.”
74. Plaintiffs and/or any Releasing Party may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of this Section X, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of

the Effective Date, he or 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 that result from, arise out of, are based upon, or in any way relate to (a) Settlement Class Members' access to juror or fact witness payments, (b) Settlement Class Members' payment of fees or surcharges in relation to Juror Debit Cards or Fact Witness Debit Cards, or (c) any disclosures or other communication to Settlement Class Members concerning Juror Debit Cards or Fact Witness Debit Cards.

75. 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.
76. None of the above releases include releases of causes of action to enforce the terms of this Settlement.

**XI. Attorneys' Fees, Costs, and Expenses, and Service Awards**

77. Chase agrees not to oppose Class Counsel's request for attorneys' fees and reimbursement of costs, provided that the total amount of any such request does not exceed \$335,000.
78. Chase agrees not to oppose Plaintiffs' requests for service awards, provided such awards do not exceed \$5,000 to each Plaintiff and \$10,000 in total ("Service Awards").
79. Within 14 days of the Effective Date, Chase shall pay to Class Counsel all Court-approved attorneys' fees, costs, expenses, and Service Awards, not to exceed \$345,000 in total. In the event that Plaintiffs' requested award of attorneys' fees, costs, expenses, and Service Awards is reduced on appeal, Chase shall only pay the reduced amount. Class Counsel shall timely furnish to Chase any required tax information or forms before such payments are made.
80. In no event shall Chase pay more than \$345,000 for Class Counsel's attorneys' fees, costs, and expenses and Service Awards combined. Any award of attorneys' fees, costs, and expenses, and Service Awards shall be paid by Chase separate and apart from the payments described in Section IX.
81. The payment of attorneys' fees, costs, expenses, and Service Awards pursuant to Paragraphs 77-80 shall be made through a wired deposit by Chase into attorney-client trust accounts to be designated by Class Counsel. After attorneys' fees, costs, expenses, and Service Awards have been deposited into the designated accounts, Class Counsel shall be solely responsible for allocating and distributing such attorneys' fees, costs, expenses, and Service Awards, and Chase shall have no role in the allocation or distribution.

82. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses, or the payment of Service Awards, in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of attorneys' fees, costs, expenses or Service Awards shall constitute grounds for cancellation or termination of this Agreement.
83. Chase shall be responsible for paying its own attorneys' fees and expenses.

## **XII. Termination of Settlement**

84. This Settlement may be terminated by either Plaintiffs or Chase by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 14 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 before the Effective Date;
  - b. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
  - c. 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;
  - d. the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order, or the Settlement; or
  - e. the Effective Date does not occur.
85. 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 14 days of its receipt from the Settlement Administrator of the final report specified in Paragraph 52(h), if the number of opt-outs exceeds that agreed to in the Parties' separate agreement pertaining to the number of Settlement Class Members who submit valid written notifications to exclude themselves from the Settlement Class.

## **XIII. Effect of a Termination**

86. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of Chase's obligations under the Agreement shall cease to be of any force and effect; 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, Plaintiffs' right to seek class certification and Chase's right to oppose class certification.

87. In the event the Settlement is terminated in accordance with the provisions of Paragraphs 84 and/or 85, 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. 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.
88. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of Paragraph 84 and/or 85.

**XIV. No Admission of Liability**

89. 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 solely 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.
90. Class Counsel and Plaintiffs 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 Plaintiffs 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.
91. 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.
92. 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 Plaintiffs 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.

**XV. Miscellaneous Provisions**

93. 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.
94. 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.

95. 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.
96. 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.
97. Integration. This Agreement 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.
98. 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.
99. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.
100. 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 signatories 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.
101. Jurisdiction. The Court shall retain jurisdiction over the implementation, administration, consummation, 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 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.
102. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

Anna C. Haac  
TYCKO & ZAVAREEI LLP  
1828 L Street, NW, Suite 1000  
Washington, D.C. 20036

Rosemary Rivas  
Quentin Roberts  
LEVI & KORSINSKY LLP  
44 Montgomery Street, Suite 650

San Francisco, CA 94104

All notices to Chase, provided for herein, shall be sent by overnight mail to:

Andrew N. Keen  
Managing Director & Associate General Counsel  
J.P. Morgan Chase Legal Department  
4 New York Plaza, 19th Floor  
New York, New York 10005

Noah A. Levine  
Jamie S. Dycus  
Jenny R. A. Pelaez  
WILMER CUTLER PICKERING HALE AND DORR LLP  
7 World Trade Center  
250 Greenwich Street  
New York, New York 10007

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.

103. 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.
104. 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.
105. Authority. 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.
106. Agreement Mutually Prepared. Neither Chase nor Plaintiffs 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.
107. 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. Notwithstanding the above, nothing herein shall operate to prevent enforcement of the terms of this Settlement.

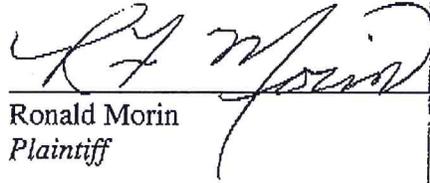
108. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Section X, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

IN WITNESS THEREOF, Class Counsel and Chase's counsel cause this Agreement to be executed.

Dated: \_\_\_\_\_

William Mark Scott  
*Plaintiff*

Dated: 4/10/2018

  
Ronald Morin  
*Plaintiff*

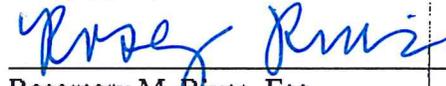
Dated: \_\_\_\_\_

Steven Bufferd  
*Representative of JPMorgan Chase Bank, N.A.*

Dated: \_\_\_\_\_

Anna C. Haac, Esq.  
TYCKO & ZAVAREEI LLP  
1828 L Street NW, Suite 1000  
Washington, D.C. 20036  
*Class Counsel*

Dated: 4/13/18

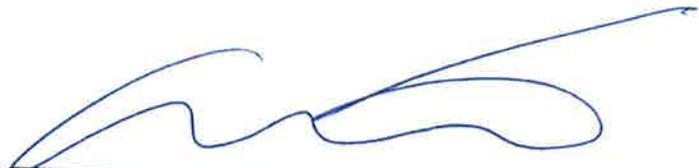
  
Rosemary M. Rivas, Esq.  
LEVI & KORSINSKY LLP  
44 Montgomery Street, Suite 650  
San Francisco, CA 94104  
*Counsel for Plaintiff Ronald Morin*

Dated: \_\_\_\_\_

Noah A. Levine, Esq.  
WILMER CUTLER PICKERING  
HALE AND DORR LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
Telephone: 212-230-8875  
*Counsel for Defendant JPMorgan Chase Bank, N.A.*

Dated:

4/12/18

  
William Mark Scott  
Plaintiff

Dated:

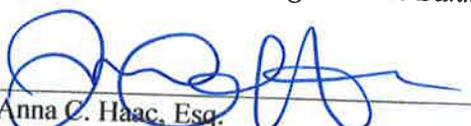
Ronald Morin  
Plaintiff

Dated:

Steven Bufferd  
Representative of JPMorgan Chase Bank, N.A.

Dated:

4/16/2018

  
Anna C. Haac, Esq.  
TYCKO & ZAVAREEI LLP  
1828 L Street NW, Suite 1000  
Washington, D.C. 20036  
Class Counsel

Dated:

Rosemary M. Rivas, Esq.  
LEVI & KORSINSKY LLP  
44 Montgomery Street, Suite 650  
San Francisco, CA 94104  
Counsel for Plaintiff Ronald Morin

Dated:

Noah A. Levine, Esq.  
WILMER CUTLER PICKERING  
HALE AND DORR LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
Telephone: 212-230-8875  
Counsel for Defendant JPMorgan Chase Bank,  
N.A.