

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made and entered into this 1st day of August, 2016, by and among (1) Plaintiff Jesse Krimes for himself and on behalf of the Settlement Class, and (2) Defendant JPMorgan Chase Bank, N.A. (“Chase”) (together, 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 *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.) (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. The FAA requires Chase to act as Treasury’s financial agent and operate 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. 14-4, FAA ¶ 3(c)).
2. In July 2011, Treasury and the Federal Bureau of Prisons (“BOP”) executed an interagency agreement permitting BOP 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 BOP.” (ECF No. 14-6, Direction to Agent No. 30 ¶ 2).
3. Under the U.S. Debit Card program operated for BOP, federal prison inmates receive Chase prepaid debit cards upon release, containing and permitting access to funds BOP held in trust for them during their incarceration. (ECF No. 1, Compl. ¶¶ 15-17).
4. Plaintiff was an inmate at a federal prison in Fairton, New Jersey. He received a Chase prepaid debit card upon his release in September 2013. *Id.* at ¶¶ 27-28.
5. On September 11, 2015, Plaintiff filed an action against Chase on behalf of a putative class of all released federal inmates in the United States who received a Chase prepaid debit card pursuant to the U.S. Debit Card program. Plaintiff alleged unjust enrichment, conversion, unfair and deceptive practices, and other claims relating to Chase’s alleged nonconsensual possession of federal inmates’ funds, and the amounts and disclosure of fees in connection with using a BOP Debit Card. *See id.*
6. On November 20, 2015, Chase filed a motion to dismiss. (ECF No. 14). Plaintiff opposed the motion. (ECF No. 16).
7. On March 4, 2016, the Court held a hearing on the motion to dismiss. Following the hearing, the Court issued an order denying in part Chase’s motion, taking other issues

under advisement, and ordering further briefing and, if necessary, discovery concerning certain of Chase's defenses. (ECF No. 22).

8. On May 12, 2016, the Parties participated in a mediation before a neutral private mediator, reaching an agreement in principle on a proposed settlement.
9. 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 32) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, 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:

10. "Active Cardholder" means a Cardholder whose BOP Debit Card account, as of the date of the initial distribution of Settlement Payments, is open and able to receive funds and does not have a negative balance.
11. "ATM Surcharge" means any charge imposed on a Cardholder by a bank or ATM operator or owner other than Chase based on an ATM transaction executed by the Cardholder using his or her BOP Debit Card.
12. "BOP Debit Card" means a prepaid debit card that is issued to an inmate of BOP, upon that inmate's release from a federal correctional facility, as part of the BOP Debit Card Program.
13. "BOP Debit Card Program" means the U.S. Debit Card program operated for BOP by Chase.
14. "Cardholder" means any person issued a BOP Debit Card.
15. "Chase Fee" means a fee imposed on a Cardholder by Chase in relation to the BOP Debit Card Program.
16. "Claim" means a written request submitted electronically via the Settlement Website or by mail by a Settlement Class Member, consistent with the provisions of this Agreement, seeking a payment in connection with the Settlement.
17. "Claimant" means a Settlement Class Member who submits a claim.
18. "Class Counsel" means:

GOLOMB & HONIK, P.C.
Ruben Honik
David J. Stanoch
1515 Market Street, Suite 1100
Philadelphia, PA 19102

19. “Court” means the United States District Court for the Eastern District of Pennsylvania.
20. “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 22; 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 21).

21. “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 the Service Award. 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.
22. “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.
23. “Inactive Cardholder” means any Cardholder who is not an Active Cardholder.
24. “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.
25. “Notice Deadline” means 60 days after Preliminary Approval.
26. “Notice Program” means the notice methods provided for in this Agreement and consists of (1) 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”),

(2) Notice posted on the Settlement Website, and (3) Publication Notice (as described in Paragraph 64). The forms of notice shall be agreed upon by Settlement Class Counsel and Chase and approved by the Court. Additional description of the contemplated Notice Program is provided in Section VII hereof.

27. “Objection Deadline” means 60 days after the Notice Deadline.
28. “Opt-Out Deadline” means 60 days after the Notice Deadline.
29. “Parties” means Plaintiff and Chase.
30. “Plaintiff” means Jesse Krimes.
31. “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.
32. “Released Claims” means all claims to be released as specified in Section XI.
33. “Released Parties” means those persons and entities released as specified in Section XI.
34. “Releases” means all of the releases contained in Section XI.
35. “Releasing Parties” means Plaintiff 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.
36. “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.
37. “Settlement Administrator” means Kurtzman Carson Consultants LLC. Settlement 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 Settlement 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.
38. “Settlement Class” means the class defined in Paragraph 43.
39. “Settlement Class Member” means any person included in the Settlement Class.
40. “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.
41. Except where otherwise specified, any time period specified in this Agreement shall be counted in calendar days.

42. 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

43. 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 in the United States who, up to and including the date of preliminary approval, were issued BOP Debit Cards upon their release from federal correctional facilities as part of the U.S. Debit Card program operated by JPMorgan Chase Bank, N.A. for the United States Treasury Department and the Federal Bureau of Prisons.

44. For settlement purposes only, Plaintiff shall also seek, and Chase shall not oppose, appointment of Class Counsel, and appointment of Plaintiff as class representative, to represent the Settlement Class.

IV. Settlement Consideration

45. Subject to approval by the Court, the total cash consideration to be provided by Chase to members of the Settlement Class pursuant to the Settlement shall be \$446,822.
46. Subject to approval by the Court, the total amount of (a) the attorneys' fees, costs, and expenses to be paid to Class Counsel by Chase and (b) the Service Award to be paid to Plaintiff by Chase shall not be more than \$250,000.
47. Chase will pay all fees, costs, charges, and expenses of the Settlement Administrator, including the costs of Notice incurred in connection with the administration of the Notice Program as set forth in Section VII. For avoidance of doubt, other than as specified in Paragraph 95, Chase shall not bear any fees, costs, charges, or expenses incurred by Plaintiff or by Class Counsel, including, but not limited to, those of any experts retained by Plaintiff or by Class Counsel.

V. Preliminary Approval

48. Upon execution of this Agreement by all signatories, Class Counsel shall promptly 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 into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Class Counsel's application for attorneys' fees, costs, and expenses, and for a Service Award.

49. 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

50. The Settlement Administrator shall administer various aspects of the Settlement as described in Paragraph 51 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 and administering the Claims processes.
51. 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. Obtaining lists of Active Cardholders and Inactive Cardholders from Chase;
 - c. Effecting the Publication Notice;
 - d. Maintaining the Settlement Website;
 - e. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
 - f. 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;
 - g. Responding to any mailed Settlement Class Member inquiries;

- h. Processing all written notifications of exclusion from the Settlement Class;
 - i. Processing all written requests by Cardholders to receive Settlement Payments by check rather than card deposit, as described in Paragraph 56;
 - j. 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;
 - k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
 - l. Reviewing, determining the validity of, and responding to Claims submitted by Settlement Class Members;
 - m. After the Effective Date, processing and transmitting Claims to Chase for distributions to Settlement Class Members in accordance with Section IX;
 - n. Providing 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; and
 - o. Performing any Settlement-administration-related function at the agreed-upon instruction of both Class Counsel and Chase.
52. The Settlement Administrator shall establish a Settlement Website 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 Notice, the order preliminarily approving this Settlement, the Claim Form, and such other documents as Settlement 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 will be agreed upon in writing by Chase and Class Counsel. 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.

VII. Notice to Settlement Class Members

53. Within 30 days after Preliminary Approval, Chase will provide to the Settlement Administrator data files (collectively, the “Class List”) that (a) identify the Settlement Class Members, and (b) contain mailing address information for any Settlement Class

Members as to whom Chase possesses such information in reasonably accessible electronic form (the “Class Mailing List”). A Cardholder shall be deemed a member of the Settlement Class and included on the Class List if he or she has incurred at least one Chase Fee or ATM Surcharge based on a BOP Debit Card transaction executed within the United States. The Class List will also indicate whether each Settlement Class member is an Active Cardholder or Inactive Cardholder.

54. Upon receipt of the Class Mailing 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 Claims processes; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information.
55. The Notice shall inform Settlement Class Members that each Settlement Class Member who is an Active Cardholder shall receive his or her Settlement Payment (as defined below, at Paragraph 71) by deposit to his or her BOP Debit Card unless the Active Cardholder requests payment by check, as described in Paragraph 73.
56. The Notice shall further inform Settlement Class Members that any Settlement Class Member, including both Active and Inactive Cardholders, may submit a Claim Form to the Settlement Administrator requesting payment of his or her Settlement Payment by check. The Notice shall also inform Settlement Class Members that any Settlement Class Member may, pursuant to the same Claim Form, request that he or she receive, by check from Chase, both the Settlement Payment and any balance of funds remaining on his or her BOP Debit Card at the time the Settlement Payment is made (“Residual Balance”).
57. The Notice shall also inform Settlement Class Members that any Active Cardholder may, pursuant to the same Claim Form, request that he or she receive a free replacement BOP Debit Card from Chase, which will allow access to his or her Settlement Payment in addition to any Residual Balance.
58. 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 *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-05087-ER (E.D. Pa.); and the individual’s signature. 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, which Class Counsel shall file with the Court no later than 10 days prior to the Final Approval Hearing. Any

Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

59. 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 the Service Award. Objections to the Settlement or to the application for attorneys' fees, costs, expenses, and for the Service Award 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.
60. 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, 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 be entitled to 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. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - i. the objector's signature (an attorney's signature is not sufficient).
61. Notice shall be provided in three ways: Mailed Notice (to persons on the Class Mailing List), Publication Notice, and Notice on the Settlement Website, with each method implemented pursuant to the terms of this section.
62. After the Settlement Administrator receives the Class Mailing List from Chase, the Settlement Administrator shall run the mailing addresses included in the Class Mailing List through the National Change of Address Database, and excluding any Department of Justice facilities, halfway houses, group homes, and other post-incarceration temporary

housing facilities, shall mail the Mailed Notice to Settlement Class Members on the Class Mailing List (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.

63. The Mailed Notice Program, with the exception of any re-mailed notice, shall be completed by the Notice Deadline.
64. The Settlement Administrator shall arrange for publication of the Publication Notice using a format agreed to by the Parties and approved by the Court. The Publication Notice shall be published by the Notice Deadline.
65. 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.
66. The Settlement Administrator shall establish the toll-free telephone number contemplated in Paragraph 51 by the Notice Deadline.
67. 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, Publication Notice, and posting of Notice on the Settlement Website were completed in accordance with the Parties’ instructions and the Court’s approval, and that the toll-free telephone number was established. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Plaintiff’s motion for final approval of the Settlement.
68. 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

69. Plaintiff’s 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, and no earlier than 150 days after preliminary approval of the Settlement is granted. By no later than 21 days prior to the Objection Deadline, Plaintiff shall file a motion for final approval of the Settlement and an application for attorneys’ fees, costs, and expenses and for the Service Award, and the Settlement Administrator shall post the same on the Settlement Website within two business days after said filing. 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.

70. 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 XI, 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 XI; 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

71. Each eligible member of the Settlement Class is entitled to receive a settlement payment ("Settlement Payment") in the amount of all Chase Fees and ATM Surcharges paid by him or her. In no event, however, shall Chase be required to pay more than a total of \$446,822 in Settlement Payments to the Settlement Class. For avoidance of doubt, any Residual Balance amounts paid to cardholders pursuant to the process set forth in Section X do not constitute Settlement Payments.
72. A Settlement Class Member is eligible to receive a Settlement Payment if he or she has incurred at least one Chase Fee or ATM Surcharge based on a BOP Debit Card transaction executed within the United States.
73. For any member of the Settlement Class who is an Active Cardholder, Chase will deposit that Cardholder's Settlement Payment directly onto that Cardholder's BOP Debit Card ("Deposit Settlement Payment"), unless the Cardholder files a Claim Form requesting payment by check in accordance with the procedures in Section X. Chase will complete such Deposit Settlement Payments within 60 days of the Effective Date. Chase will not charge any inactivity fees against a Settlement Payment deposited onto a Settlement Class Member's BOP Debit Card.

74. Within 20 days of Chase making a Settlement Payment by deposit to the BOP Debit Card of a Settlement Class Member for whom the Settlement Administrator previously identified a valid address (see Paragraph 62), the Settlement Administrator shall mail a notice to the Settlement Class Member informing him or her of the fact of such deposit and that a replacement BOP Debit Card may be requested free of charge from Chase.
75. Any member of the Settlement Class who is an Inactive Cardholder may seek a Settlement Payment by filing a Claim pursuant to the Claims Process set forth in Section X. If any Settlement Class Member who is an Inactive Cardholder does not file a Valid Claim, that Cardholder's Settlement Payment will be deemed an Unclaimed Settlement Payment and subject to disposition as set forth in Paragraph 76.
76. The total amount of any Unclaimed Settlement Payments shall be applied to the costs of Notice and settlement administration that have been incurred as of 30 days after the Effective Date. If any Unclaimed Settlement Payments remain after payment of such costs, Chase shall make a supplemental distribution ("Supplemental Distribution"), on a *pro rata* basis, to all Active Cardholders and all Inactive Cardholders who submitted Valid Claims. For any member of the Settlement Class who is an Active Cardholder and did not file a Valid Claim, Chase will deposit that Cardholder's Supplemental Distribution directly onto that Cardholder's BOP Debit Card. For any member of the Settlement Class who is an Active or Inactive Cardholder and filed a Valid Claim, Chase will pay that Cardholder's Supplemental Distribution by the same means that it paid the Cardholder's initial distribution (*i.e.*, by deposit or by check) Chase will pay all Supplemental Distributions by 60 days after the Effective Date.

X. Claims Process

77. A Claim may be submitted by filing a request with the Settlement Administrator using a Claim Form to be attached to the motion for preliminary approval and approved by the Court. A Claimant may request to receive, in addition to his or her Settlement Payment, his or her Residual Balance, if any.
78. A Claimant may submit only one claim for each BOP Debit Card issued to that Claimant. A Claimant may not submit multiple claims to represent multiple Chase Fees or ATM Surcharges imposed.
79. The following information and evidence, at a minimum, shall be required with respect to each Claim.
 - a. The Claimant's name;
 - b. The Claimant's current mailing address (and, if available, email address);
 - c. The Claimant's telephone number;
 - d. Documentation or attestation sufficient to substantiate the Claim, as identified on the Claim Form.

80. All Claims must be submitted to the Settlement Administrator no later than 60 days after the Notice Deadline (“Claims Deadline”). Claim Forms shall be available for download from the Settlement Website or by writing, calling, or emailing the Settlement Administrator. No later than 7 days after the Claims Deadline, the Settlement Administrator shall provide to Chase and Class counsel a report stating the number of Claims received.
81. The Settlement Administrator shall have final authority to determine the adequacy of the substantiation and the legitimacy of any Claim, based on transaction data provided by Chase. 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, the number and amount of the Chase Fees and/or ATM Surcharges that are the subject of the Claim, and other appropriate considerations.
82. The Settlement Administrator shall provide written notice to all Claimants whose complete and timely Claims it proposes to reject in whole or in part, and shall provide each Claimant 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 receive only 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.
83. 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.
84. 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.
85. Within 30 days of the Effective Date, the Settlement Administrator shall submit a report to Chase and Class Counsel of all Claims the Settlement Administrator has found to be valid (“Valid Claims”).
86. Within 60 days after the Effective Date, Chase shall mail a check (or free replacement BOP Debit Card, in the case of an Active Cardholder who has requested on his or her Claim Form to receive his or her Settlement Payment in the form of a reissued BOP Debit Card rather than a check) to each Claimant who has submitted a Valid Claim. The check or replacement card shall convey the Claimant’s Settlement Payment, plus, if requested by the Claimant, his or her Residual Balance, if any. Settlement Payments made by check shall have an appropriate legend to indicate that such payments are Settlement

Payments. Replacement BOP Debit Cards will be preceded by mailed notice to Cardholders that a replacement card is being sent to him or her, together with an appropriate explanation of why the card is being issued and the current fee schedule.

87. Checks will be cut and mailed by Chase, and will be sent to the addresses provided by Claimants to the Settlement Administrator. Chase shall make one and only one attempt to re-mail any returned check to the extent updated address information can be obtained through reasonable efforts. Chase shall provide no more than one such check to each Settlement Class Member and shall do so at no cost to the recipient. Checks shall be valid for 180 days. After expiration of any check, Chase will conduct an escheatment process in accordance with its standard practice and applicable law.
88. Within the parameters set forth in this Section X, 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 X 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.

XI. Releases

89. 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, 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 Chase’s possession of Settlement Class Members’ funds, or Settlement Class Members’ access to their funds, as part of the BOP Debit Card Program; imposition on Settlement Class Members of Chase Fees or ATM Surcharges in relation to the BOP Debit Card Program; or any disclosures or other communication to Settlement Class Members by Chase concerning BOP Debit Cards (the “Released Claims”).
90. For the avoidance of doubt, the Released Claims include any claims 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 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 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.

91. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims is asserted.
92. AS OF THE EFFECTIVE DATE, PLAINTIFF 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. 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."
93. Plaintiff 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 XI, 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 with respect to all of the matters described in or subsumed by this Paragraph and this Section XI.
94. 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.

XII. Attorneys' Fees, Costs, and Expenses, and Service Award

95. Chase agrees not to oppose Class Counsel's request for attorneys' fees, costs, expenses, and a service award to be paid to Plaintiff ("Service Award"), provided that the total amount of any such request does not exceed \$250,000. Any award of attorneys' fees, costs, and expenses, and Service Award, shall be paid by Chase separate and apart from the payments described in Section IX.
96. Within 14 days of the Effective Date, Chase shall pay to Class Counsel all Court-approved attorneys' fees, costs, and expenses, and the Service Award, not to exceed \$250,000 in total. In the event that the award of attorneys' fees, costs, and expenses, or the Service Award, 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.
97. In no event shall Chase pay more than \$250,000 for Class Counsel's attorneys' fees, costs, and expenses and the Service Award combined.
98. The payment of attorneys' fees, costs, and expenses and the Service Award pursuant to Paragraph 96 shall be made through a wired deposit by Chase into an attorney client trust account to be designated by Class Counsel. After attorneys' fees, costs, and expenses and the Service Award have been deposited into this account, Class Counsel shall be solely responsible for allocating such attorneys' fees, costs, and expenses and the Service Award, and Chase shall have no role in the allocation.
99. 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 the Service Award, 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, and expenses or of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

XIII. Termination of Settlement

100. This Settlement may be terminated by either Plaintiff 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.

101. 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 51, if more than 100 Settlement Class Members submit valid written notifications to exclude themselves from the Settlement Class.

XIV. Effect of a Termination

102. The grounds upon which this Agreement may be terminated are set forth in Section XIII. 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, Plaintiff's right to seek class certification and Chase's right to oppose class certification.

103. In the event the Settlement is terminated in accordance with the provisions of Paragraphs 100 and/or 101, 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.

104. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of Paragraph 100 and/or 101.

XV. No Admission of Liability

105. 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.

106. 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.

107. 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.
108. 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.

XVI. Miscellaneous Provisions

109. 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.
110. 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.
111. 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.
112. 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.
113. 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.
114. 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.
115. 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.

116. 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.
117. 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.
118. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

Ruben Honik
David J. Stanoch
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102

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
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.

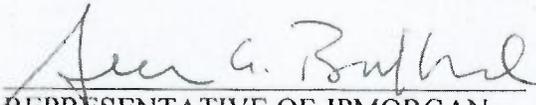
119. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Chase and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
120. No Waiver. The waiver by any Party of any breach of this 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.
121. 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.
122. 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.
123. 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.
124. 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 XI, 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: _____

Jesse Krimes
Plaintiff

Dated: July 29, 2016

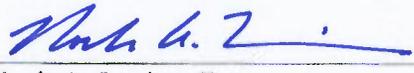


REPRESENTATIVE OF JPMORGAN
CHASE BANK, N.A.
Defendant

Dated: _____

Ruben Honik, Esq.
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Telephone: 215-278-4449
Settlement Class Counsel

Dated: 8/1/2016



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: Aug 1, 2016



Jesse Krimes
Plaintiff

Dated: _____

REPRESENTATIVE OF JPMORGAN
CHASE BANK, N.A.
Defendant

Dated: 8/1/16



Ruben Honik, Esq.
GOLOMB & HONIK, P.C.
1515 Market Street, Suite 1100
Philadelphia, PA 19102
Telephone: 215-278-4449
Settlement Class Counsel

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.*