

# **Exhibit A**



WHEREAS, Defendant denied and continues to deny all of the allegations made by Plaintiffs in the Litigation (as hereinafter defined) and has denied and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation.

WHEREAS, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Stipulation to avoid the burden, expense, and uncertainty of continuing the Litigation.

WHEREAS, the settlement described herein is intended to resolve all claims raised in, and related to, the Litigation.

WHEREAS, Plaintiffs, through their counsel, and Defendant, through its counsel, engaged in a series of arms-length negotiations, including with the assistance of an experienced wage and hour mediator, Michael Dickstein, which culminated in their reaching the agreement referenced herein.

WHEREAS, in connection with the Litigation and settlement negotiation process, Defendant's counsel provided extensive information to Class Counsel (as hereinafter defined) concerning the claims at issue, including the nature and size of the putative class.

WHEREAS, Class Counsel has conducted extensive individual and collective and class discovery over a year and a half including, but not limited to, interviewing Plaintiffs and Class Members, defending the depositions of Shannon Rivenbark and several Opt-Ins, conducting the deposition of one of Defendant's management-level employees, and exchanging written discovery.

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendant in the Litigation and the impact of this Stipulation on Plaintiffs and the Class (as hereinafter defined).

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation with respect to certain claims, including the possibility that the Litigation, if not settled now, might result in a recovery that is less favorable to the Class and might not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Stipulation are fair, reasonable, and adequate and that this Stipulation is in the best interests of the Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Stipulation, as well as the good and valuable consideration provided for herein, the Settling Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

**II. THE CONDITIONAL NATURE OF THIS STIPULATION**

This Stipulation is made for the sole purpose of settling the above-captioned action on a collective and class-wide basis. This Stipulation and the settlement it evidences are made in compromise of disputed claims. This Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released State and Local Law Claims and Released Federal Law Claims (defined hereinafter) upon and subject to the terms and conditions hereof. Because these actions are being settled as class and collective actions, this Settlement must receive both preliminary and final approval by the Court. Accordingly, the Settling Parties enter into this Stipulation and associated Settlement on a conditional basis. In the event the Court does not enter an Order Granting Final Approval, or in the event the associated Judgment does not become a Final Judgment for any reason, this Stipulation (except for those provisions

relating to non-admissibility and non-admission of liability set forth in Sections VI and VII.3.14.4) shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or utilized by any party for any purpose whatsoever. Further, the negotiation, terms, and entry of this Stipulation shall remain subject to the provisions of Federal Rule of Evidence 408 and any other analogous rules of evidence that are applicable.

Defendant denies all claims as to liability, damages, penalties, interest, attorneys' fees or costs, restitution, injunctive relief, and all other forms of relief, as well as the collective and class allegations asserted in the Litigation. Defendant has agreed to resolve the Litigation via this Stipulation, but, to the extent this Stipulation is deemed void or the Effective Date does not occur, Defendant does not waive any procedural or substantive defenses, but rather expressly reserves all rights to those defenses to challenge such claims and allegations in the Litigation upon all procedural and factual grounds, including, without limitation, the ability to challenge class and/or collective action treatment on any grounds, including, through an opposition to a motion for certification, a motion for decertification, a motion for dismissal of certain claims, plaintiffs and/or opt-ins, and/or a motion for summary judgment as to any claims, plaintiffs and/or opt-ins, as well as asserting any and all other potential defenses or privileges. Defendant further does not waive any procedural or substantive right to enforce any arbitration agreements and/or class, collective and/or representative action waivers in the Litigation or in any other action or circumstances. Plaintiffs and Class Counsel agree that Defendant retains and reserves all of these rights and they agree not to take any position to the contrary; specifically, the Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that, based upon this Stipulation, Defendant cannot contest class certification and/or collective action treatment on any grounds or through any means, enforce any arbitration

agreements and/or class, collective and/or representative action waivers, file motions for dismissal and/or summary judgment as to any claims, plaintiffs, and/or opt-ins, and/or assert any and all other potential defenses and privileges if the Litigation were to proceed.

**III. THE PARTIES TO THIS STIPULATION**

This Stipulation (with the associated exhibits) is made and entered into by and among the Settling Parties: (i) the Plaintiffs/Class Representatives (on behalf of themselves and each of the Settlement Class Members), with the assistance of Class Counsel; and (ii) Defendant, with the assistance of its counsel.

**IV. THE LITIGATION**

On December 14, 2017, Shannon Rivenbark commenced the *Rivenbark* action, a proposed collective action against JPMorgan Chase Bank, N.A., improperly named as J.P. Morgan Chase & Co., (“JPMC”) in the United States District Court for the Southern District of Texas, Houston Division, under the FLSA and, through the First Amended Complaint filed on February 16, 2018, Shannon Rivenbark and Kaylah Casuccio brought a proposed class and collective action under the FLSA, the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), the Ohio Prompt Pay Act (“OPPA”) (together with the OMFWSA, the “Ohio Acts”), and the Texas common law.

**V. BENEFITS OF SETTLEMENT**

Plaintiffs and Class Counsel recognize and acknowledge the expense and length of time associated with the need to prosecute the Litigation through trial and through appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk associated with any litigation, as well as the difficulties and delays inherent in any litigation. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the members of the Collective and the Class.

**VI. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY**

Defendant specifically and generally denies all of the claims asserted in the Litigation, denies any and all liability or wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Litigation, and makes no concession or admission of wrongdoing or liability of any kind whatsoever. Defendant maintains that all of Defendant's Call Center Employees were properly compensated for all hours worked, that no wages of any kind are owed to them, and that, for any purpose other than settlement, the Litigation is not suitable or appropriate for class or collective action treatment pursuant to either FRCP 23 or 29 U.S.C. § 216(b). Nonetheless, Defendant has concluded that the further defense of the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

**VII. TERMS AND STIPULATION AND AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the Plaintiffs/Class Representatives (for themselves and the Settlement Class Members) and Defendant, with the assistance of their respective counsel or attorneys of record, that, as among the Settling Parties, including all Settlement Class Members, the Litigation and the General Released Claims, Released State and Local Law Claims, and Released Federal Law Claims shall be finally and fully compromised, settled and released, and the Litigation shall be dismissed with prejudice upon and subject to the terms and conditions of the Stipulation and the Judgment.

1. **Definitions**

The defined terms set forth herein shall have the meanings ascribed to them below.

1.1 “Administrative Costs” means the amount to be paid to the Claims Administrator for its costs in connection with administering the terms of this Stipulation, including the costs of all notices set forth in Section VII.3.4 and its subsections.

1.2 “Claim Form” means Form A to the “Notice of Proposed Class and Collective Action Settlement” attached hereto as Exhibit 1, as approved by both the Settling Parties and the Court, which a Rule 23 Class Member or Collective Member must submit in order to become a Participating Claimant and recover a Settlement Payment pursuant to Section VII.3.8.

1.3 “Claim Form Deadline” means the date that is forty (40) days after the Claim Form Mailing Date. If the Claims Administrator re-mails the Class and Collective Notice to any individual pursuant to Section VII.3.4.2 of this Agreement because the first mailing was returned as undeliverable or because an individual has requested a reissued Class and Collective Notice, the Claim Form Deadline for such individuals shall be the longer of: (i) twenty (20) days after the re-mailing; or (ii) forty (40) days after the Claim Form Mailing Date.

1.4 “Claim Form Period” means the period of time in between the Claim Form Mailing Date and the Claim Form Deadline.

1.5 “Claim Form Mailing Date” shall be the date on which the Claims Administrator initially mails the Class and Collective Notice to the Class, which will occur within twenty-one (21) days after the entry of the Preliminary Approval Order.

1.6 “Claims Administrator” means the third-party claims administration firm of Kurtzman Carson Consultants LLC or another administrator mutually agreed to by the Settling Parties subject to Defendant’s Third Party Oversight Policy that will provide notice to the Class, administer payment of the settlement to Participating Claimants, handle tax reporting, and perform other duties assigned by Defendant.

1.7 “Class” means collectively: (a) all Plaintiffs; (b) all Opt-Ins; (c) all Rule 23 Class Members; and (d) all Collective Members.

1.8 “Class and Collective Notice” means the individual “Notice of Proposed Class and Collective Action Settlement” to be mailed to each Class Member by the Claims Administrator, substantially in the form attached hereto as Exhibit 2.

1.9 “Class Counsel” means ANDERSON ALEXANDER, PLLC.

1.10 “Class Member” or “Member of the Class” means an individual who is a member of the Class.

1.11 “Class Representatives” means Plaintiffs Shannon Rivenbark and Kaylah Casuccio, who Class Counsel have designated as Class Representatives for settlement purposes.

1.12 “Collective” means all Collective Members as defined in Section VII.1.13.

1.13 “Collective Member” or “Member of the Collective” means all persons employed by Defendant as a Call Center Employee during the Relevant Period and who have not otherwise released or extinguished their claims.

1.14 “Call Center Employees” means, collectively, current and former hourly, non-exempt employees of Defendant who Defendant, using its best efforts, has determined worked within one of Defendant’s U.S. call centers and who have not signed or are otherwise bound by a binding arbitration agreement.

1.15 “Court” means the United States District Court for the Southern District of Texas, Houston Division.

1.16 “Database of Class Members” or the “Database” means the electronic file to be provided by Defendant to the Claims Administrator containing a list of each Class Member,

including each person's name, Last Known Address, social security number, state(s) where employed, and number of Workweeks during the Relevant Period described in Section VII.1.41.

1.17 "Defendant" means JPMorgan Chase Bank, N.A.

1.18 "Defendant Releasees" means JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., and their current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

1.19 "Defendant's Counsel" means Sam S. Shaulson and Carrie A. Gonell of Morgan Lewis & Bockius LLP.

1.20 "Effective Date" means the date on which the Judgment becomes a Final Judgment.

1.21 "Enhancement Award(s)" means an amount approved by the Court to be paid to the Plaintiffs and Opt-In Plaintiffs Ineasha Day, Norman Eaton, Denise Gunnoe, Deborah Moore, and Carla Rigsby (the "Recipients") as set forth in Section VII.3.6.2, in addition to their Settlement Payment as Participating Claimants, in exchange for their efforts in coming forward as Plaintiffs, appearing for deposition, and/or otherwise providing service to the Class. As a condition of receiving an Enhancement Award, each recipient shall execute an individual general release agreement consistent with the terms of Section VII.3.4.5 of this Stipulation.

1.22 "Fairness Hearing" means the hearing on the Motion for Judgment and Final Approval.

1.23 “Final Judgment” means the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal, with prejudice, of the last pending appeal from the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment. Notwithstanding the foregoing, any proceeding or order, or any appeal, or petition for a writ pertaining solely to the award of attorneys’ fees, attorneys’ costs, and/or Administrative Costs shall not in any way delay or preclude the Judgment from becoming a Final Judgment.

1.24 “Opt-In” means any individual other than Plaintiffs who filed a valid consent to join form in the Litigation as of May 21, 2019. For the purposes of this Stipulation, Opt-Ins shall be deemed “Participating Claimants.”

1.25 “General Released Claims” means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising at any time up to and including the Final Approval Date, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The General Released Claims include, but are not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Uniformed Services Employment and

Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. The General Released Claims are intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. Recipients further covenant that they will not participate in any other legal actions against Defendant involving any of the General Released Claims that accrue before executing their general release agreements attached as Exhibits 3 and 4, and will not opt-in, withdraw any opt-in, and opt-out of those actions if they become aware of such actions. Recipients who are not employed by Defendant as of the Preliminary Approval Date further agree that they shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) or assignment or work (as a temporary worker, independent contractor or consultant) or any other position in which Recipient receives payment either directly or indirectly from Defendant, and that this release shall be a complete bar to any such application, employment, continued employment, re-employment or work.

1.26 “Judgment” means the judgment to be rendered by the Court pursuant to this Stipulation.

1.27 “Last Known Address(es)” means the most recently recorded home mailing address for a Class Member as such information is contained in Defendant’s database(s) containing personnel and/or payroll information.

1.28 “Litigation” means *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co.*, Case No. 4:17-cv-03786, currently pending in the United States District Court for the Southern District of Texas, Houston Division.

1.29 “Maximum Settlement Amount” means the total maximum amount that Defendant shall pay under the terms of this Stipulation, which is the gross sum of Three Million Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$3,750,000.00), and includes, without limitation, all Settlement Payments to the Participating Claimants, Class Counsel’s attorney’s fees and costs, Administrative Costs, Enhancement Awards, and the Reserve Fund. As set forth herein, the Claims Administrator will issue all of the above-referenced payments in accordance with the applicable provisions of this Stipulation.

1.30 “Net Settlement Amount” means the remainder of the Maximum Settlement Amount after deductions for court-approved attorneys’ fees and costs as described in Section VII.3.6.1, court-approved Enhancement Awards as described in Section VII.3.6.2, the Reserve Fund as described in Section VII.3.7, and Administrative Costs as described in Section VII.1.1.

1.31 “Opt-Out Request” means a written request to the Claims Administrator, signed by a Rule 23 Class Member requesting exclusion from the Settlement, which must: (i) be signed by the Rule 23 Class Member; (ii) contain the name, address, telephone number and last four digits of the Social Security Number of the Rule 23 Class Member requesting exclusion; (iii) clearly state that the Rule 23 Class Member does not wish to be included in the Settlement; (iv) be returned by mail to the Claims Administrator at the specified address; and (v) be postmarked on or before the Claim Form Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether an Opt-Out Request has been timely

submitted. In the event the date is not included on the postmark, the Opt-Out Request will be presumed to have been mailed three (3) days prior to the date the Claims Administrator receives the Opt-Out Request. A Rule 23 Class Member who does not request exclusion from the settlement will be deemed to be a Settlement Class Member and will be bound by all terms of the Stipulation if the Settlement is granted Final Approval by the Court.

1.32 “Opt-Outs” means any Rule 23 Class Member who timely submits an Opt-Out Request in compliance with Section VII.3.4.13.

1.33 “Order Granting Final Approval” means the final Order entered by the Court after the Fairness Hearing approving, *inter alia*, the terms and conditions of this Stipulation, substantially in the form attached hereto as Exhibit 5.

1.34 “Order Granting Preliminary Approval” means the Order entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Stipulation, the manner and timing of providing notice to the Class, and the time period for opt-outs and objections, substantially in the form attached hereto as Exhibit 6.

1.35 “Participating Claimant(s)” means: (a) the Plaintiffs; (b) the Opt-Ins; and (c) Rule 23 Class Members and Collective Members who submit a timely and valid Claim Form in response to the Class and Collective Notice.

1.36 “Plaintiffs” means Shannon Rivenbark and Kaylah Cassucio, the named plaintiffs in the Litigation.

1.37 “Preliminary Approval Date” means the date that the Court enters the Order Granting Preliminary Approval.

1.38 “Recipients” means Plaintiffs and/or Opt-In Plaintiffs Ineasha Day, Norman Eaton, Denise Gunnoe, Deborah Moore, and Carla Rigsby. As a condition of receiving an

Enhancement Award, each Recipient shall execute an individual general release agreement consistent with the terms of Section VII.3.4.5 of this Stipulation.

1.39 “Released Federal Law Claims” means any and all law claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. § 201, *et. seq.*, and any and all derivative and/or related federal claims, including, but not limited to, claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to keep accurate records, any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties, that accrued while the Participating Claimant was employed as a Call Center Employee during the Relevant Period through the Preliminary Approval Date, for any type of relief, including without limitation, claims for wages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, or equitable relief. The Released Federal Law Claims include any federal claims for benefits arising from any Settlement Payment under this Settlement Agreement, including, but not limited to, ERISA.

1.40 “Released State and Local Law Claims” means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising under state and local law, whether in law or equity, whether sounding in tort, contract, statute, common law, or other applicable law or regulation including claims that the Settlement Class Member does not know of or suspect to exist in his/her favor, that accrued while the Settlement Class Member was employed as a Call Center Employee

during the Relevant Period through the Preliminary Approval Date, for any type of relief, including without limitation, claims for wages, damages, premium pay, unpaid costs, expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or relating to pay, based on the following categories of allegations: (a) all claims under applicable state or local laws and regulations for the failure to timely pay any type of overtime compensation or other wages (including minimum wage, late payments of wages or business expenses); (b) all claims arising under any applicable state or local laws or regulations for the failure to provide or pay for meal periods and/or rest periods; (c) all claims under applicable state or local laws or regulations, including, but not limited to, alleged recordkeeping violations stemming from or based on alleged misclassification; (d) all claims arising under any applicable or local laws or regulations for the failure to furnish accurate, itemized wage statements or other notices; (e) all claims arising under any common law theory for failure to provide some or all wages due, including, but not limited to, claims brought under the theories of *quantum meruit* or unjust enrichment; and all claims for penalties or additional damages arising from the claims described in (a) through (e) inclusive above under applicable state or local law and any and all claims under the Employee Retirement Income Security Act ("ERISA"). The Released State and Local Claims are the claims meeting the above definition under any and all applicable state and local statutes, regulations or common law, including, without limitation, those set forth in the compendium of state specific wage and hour laws attached hereto as Exhibit 7, as well as any state or local claims related to any claim for benefits arising from any Settlement Payment under this Settlement Agreement, including, but not limited to, ERISA.

1.41 “Relevant Period” means the period running from December 14, 2014, through the Preliminary Approval Date.

1.42 “Reserve Fund” means One Hundred Thousand Dollars (\$100,000.00) of the Maximum Settlement Amount that will be used to pay late claims, disputed allocations, and non-members who have a good-faith claim, as determined by Defendant or Claims Administrator as described in this Stipulation. Any remaining portion of the Reserve Fund shall remain the property of Defendant and shall not be distributed to any Participating Plaintiffs or Class Counsel.

1.43 “Rule 23 Class Member” means all persons employed by Defendant as a Call Center Employee at any time in the Relevant Period and who: (i) have not otherwise released or extinguished their claims; and (ii) do not timely submit a valid Opt-Out Request. A “Rule 23 Class Member” does not include Plaintiffs or Opt-Ins.

1.44 “Settlement” means the terms and conditions set forth in the “Stipulation” as defined herein.

1.45 “Settlement Class” or “Settlement Class Members” means all of the Rule 23 Class Members who do not opt out of the Settlement Class by timely submitting an Opt-Out Request pursuant to Section VII.3.4.13, Collective Members who submit a Claim Form, Plaintiffs, and Opt-Ins. As set forth herein, all Settlement Class Members will be bound by the Released State and Local Law Claims portion of the Judgment if the Effective Date occurs. In addition, Participating Claimants shall be bound by the Released Federal Law Claims portion of the Judgment if the Effective Date occurs. The Recipients shall also be bound by the General Released Claims if they accept an Enhancement Award and the Effective Date occurs.

1.46 “Settlement Payment(s)” means the portion of the Net Settlement Amount allocated and distributable to each Participating Claimant as calculated pursuant to Section VII.3.8.1. Only individuals who become Participating Claimants are eligible to receive a Settlement Payment under this Stipulation. Any individual who is both a Rule 23 Class Member and a Collective Member shall only be offered one Settlement Payment for his/her Workweeks.

1.47 “Settlement Workweeks Percentage” means the unique number for each Class Member that is multiplied by the Net Settlement Amount to calculate each Class Member’s Settlement Payment as set forth in Section VII.3.8.1. Each Class Member’s Settlement Workweeks Percentage is equal to his/her Workweeks divided by the Total Workweeks.

1.48 “Settling Parties” or the “Parties” means Defendant and the Plaintiffs on behalf of themselves and the Class Members.

1.49 “Stipulation” means this Stipulation and Settlement Agreement and Release together with all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval. It is understood and agreed that Defendant’s obligations for payment under this Stipulation are conditioned on, *inter alia*, the occurrence of the Effective Date.

1.50 “Total Workweeks” means the combined Workweeks for all Class Members.

1.51 “Unclaimed Funds” means the aggregate amount of Settlement Payments not claimed by Class Members in a timely manner pursuant to Section VII.3.8.3, which shall remain with Defendant.

1.52 “Workweeks” means any weeks worked by a Class Member during the Relevant Period in which they were employed as a Call Center Employee. The definition of Workweeks

does not include any full weeks in which a Class Member worked in a position other than those of a Call Center Employee.

1.53 “Workweek Amount” means the Net Settlement Amount divided by the Total Workweeks.

2. **Retention of Claims Administrator.**

The Claims Administrator shall be responsible for the claims administration process and distributions to Participating Claimants as provided herein, as well as for making any mailings required under this Stipulation. The Settling Parties agree to cooperate with the Claims Administrator and assist it in administering the Settlement. The Claims Administrator’s fees and costs shall be paid out of the Maximum Settlement Amount.

3. **The Settlement**

3.1 *Second Amended Complaint.* Within five (5) business days of Plaintiffs filing the motion for preliminary approval, Plaintiffs will file the Second Amended Complaint, attached hereto as Exhibit 8, to conform the pleadings with the scope and definitions of the Class, Collective, and Released Claims. Plaintiffs shall provide Defendant with a draft of the Second Amended Complaint five (5) business days prior to filing and will incorporate any reasonable comments and revisions provided by Defendant. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, Plaintiffs agree to dismiss the Second Amended Complaint without prejudice. In no event shall Defendant be required to answer or otherwise respond to the Second Amended Complaint.

3.2 *Certification of the Class for Settlement Purposes Only*

3.2.1 The Settling Parties stipulate, for settlement purposes only, to the certification by the Court of a class pursuant to FRCP 23, as to all state law claims asserted in the

Litigation, which are all claims under the Released State and Local Law Claims, the appointment of the Plaintiffs and Class Representatives as class representatives, and the appointment of Class Counsel as class counsel.

3.2.2 If, for any reason, the Court does not approve this Stipulation, fails to enter the Order Granting Final Approval, or fails to enter the Judgment, or if this Stipulation is lawfully terminated for any other reason, the Settling Parties' stipulation to the certification of any class for settlement purposes shall be deemed null and void *ab initio*, and Defendant shall retain the absolute right to dispute the propriety of class or collective certification on all applicable grounds.

3.3 *Court Approval of Class and Collective Notice and a Settlement Hearing.*

3.3.1 The Plaintiffs, by and through their counsel of record, shall file this Stipulation with the Court and move for preliminary approval of this Stipulation, preliminary certification of the Class pursuant to Rule 23 for the purposes of providing notice of the Settlement, and approval of the Class and Collective Notice and related documents. Class Counsel will prepare and file the preliminary approval motion with the Court. Plaintiffs will provide Defendant with a draft of the preliminary approval motion no later than five (5) business days prior to filing and will incorporate any reasonable comments and revisions provided by Defendant. Through the motion for preliminary approval, the Plaintiffs, through their counsel of record, will request the Court to enter the Order Granting Preliminary Approval approving the terms of this Stipulation, preliminarily certifying the Class for settlement notice purposes only, approve the sending of the Class and Collective Notice, and schedule the Fairness Hearing for the purposes of determining the fairness of the Settlement, awarding any attorneys' fees and

expenses to Class Counsel and the Enhancement Awards, determining whether to grant Final Approval of the terms of this Stipulation, and entering Judgment.

3.3.2 A decision by the Court not to enter the Order Granting Preliminary Approval in its entirety, a decision by the Court to enter the Order Granting Preliminary Approval with modifications that Defendant determines in its reasonable and good faith judgment to be material, Plaintiffs' or Class Counsel's breach of this Stipulation, or the number of Rule 23 Class Members who submit Opt-Out Requests is greater than ten percent (10.0%) of the total number of Rule 23 Class Members will be discretionary grounds for Defendant to terminate this Stipulation by providing written notice to Plaintiffs and the Court so stating, such notice to be filed within fourteen (14) calendar days of receipt of the Court's decision. In the event Defendant terminates the Stipulation, Defendant shall be solely responsible for paying all Administrative Costs incurred to date.

3.3.3 If any deadlines related to this Stipulation cannot be met, Class Counsel and counsel for Defendant shall confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Stipulation. In the event the Settling Parties fail to reach such agreement, any of the Settling Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Stipulation, provided that such a request to the Court may seek only reasonable modifications of the dates and deadlines contained in this Stipulation and no other changes.

3.3.4 If the Court enters the Order Granting Preliminary Approval, then at the resulting Fairness Hearing, the Plaintiffs and Defendant, through their counsel of record, shall seek certification of the Class for settlement purposes, address any timely written objections, if any, from Rule 23 Class Members who have not filed an Opt-Out Request, as well

as any timely stated concerns of any federal or state official who receives a notice under the Class Action Fairness Act (“CAFA”), if any, and any concerns of the Court, if any, and shall and hereby do, unless provided otherwise in this Stipulation, stipulate to Final Approval of this Stipulation and entry of the Judgment by the Court.

3.3.5 Within thirty (30) calendar days after the Claim Form Deadline, and at least seven (7) calendar days prior to the Fairness Hearing described in Section VII.3.4.17, and consistent with the rules imposed by the Court, the Plaintiffs, through their counsel of record, shall move the Court for entry of the Order Granting Final Approval along with the associated entry of Judgment by filing a Motion for Judgment and Final Approval. Class Counsel will provide Defendant’s Counsel a draft of the Motion for Judgment and Final Approval for Defendant’s review and approval at least five (5) business days before Class Counsel may file said motion and will incorporate any reasonable comments and revisions provided by Defendant. The Settling Parties shall make all reasonable efforts to secure entry of the Order Granting Final Approval and the associated entry of Judgment. At the Fairness Hearing, the Settling Parties will request that the Court, among other things: (a) certify the Class for purposes of settlement only; (b) enter Judgment in accordance with the terms of this Stipulation; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members; (d) dismiss the Litigation with prejudice; (e) enter an order permanently enjoining all Settlement Class Members from pursuing and/or seeking to reopen claims that have been released by this Agreement; and (f) incorporate the terms of this Stipulation. If the Court rejects this Stipulation, fails to enter the Order Granting Final Approval, or fails to enter the Judgment, this Stipulation (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections VI and VII.3.14.4) shall be void *ab initio*, Defendant shall have no obligations to make any

payments under this Stipulation, except for payment of the Administrative Costs already incurred by the Claims Administrator (which shall be split by the Settling Parties), and the Settling Parties shall return to the status quo in the Litigation as if the Settling Parties had not entered into this Agreement.

3.4 *Notice to Class Members; Responses to the Notice*

3.4.1 Within fifteen (15) days after the Court issues the Order Granting Preliminary Approval, Defendant shall provide to the Claims Administrator the Database of Class Members. The Database shall be based on Defendant's payroll, personnel, and/or other business records and provided in a format acceptable to the Claims Administrator. The Claims Administrator shall maintain the Database, and all data contained within the Database, as private and confidential and shall not disclose such data to any persons or entities other than counsel for Defendant. The Database is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and hence cannot be used by the Claims Administrator for any other purpose. Class Counsel shall not be entitled to the Database or any of its information.

3.4.2 Within twenty-one (21) days after the entry of the Preliminary Approval Order, the Claims Administrator will send via first class mail the Court-approved Class and Collective Notice and related settlement documents to each Class Member (the "Claim Form Mailing Date," as per Section VII.1.5) to their Last Known Address (based on Defendant's data and updated as appropriate based on the Claims Administrator undertaking address verification) with an enclosed postage pre-paid return envelope addressed to the Claims Administrator. Any Class and Collective Notice returned as undeliverable shall be traced by the Claims Administrator using reasonable means to obtain a new address or addresses and be re-mailed one time by First Class Mail.

3.4.3 The Class and Collective Notice will inform the Class Members of the Settlement Formula for determining Settlement Payment amounts, and shall contain each Class Member's estimated Settlement Payment (as described in Section VII.3.8) amount and the Workweeks upon which it is based.

3.4.4 The Class and Collective Notice will also inform the Rule 23 Class Members of their rights to object to the Settlement, the claims to be released, and that, if the Settlement is approved by the Court, Participating Claimants will be mailed a settlement check in the amount of their Settlement Payment amount, less any required withholdings. The Class and Collective Notice will also inform the Rule 23 Class Members of their right to opt-out of the Settlement.

3.4.5 Plaintiffs and Opt-Ins shall be deemed Participating Claimants. Provided the Settlement is approved by the Court and the Judgment is entered, Participating Claimants will bound by the Judgment and are subject to the Released Federal Law Claims as defined in Section VII.1.39 and Released State and Local Claims as defined in Section VII.1.40. Subject to approval of the Settlement by the Court and entry of the Judgment and award of an Enhancement Award, the Recipients shall also be bound by the General Released Claims as defined in Section VII.1.25.

3.4.6 Rule 23 Class Members and Collective Members may elect to become Participating Claimants. Rule 23 Class Members and Collective Members who wish to exercise this option and submit a claim for payment under this Stipulation must fully and timely complete, execute, and return, per the instructions therein, the Claim Form postmarked by the Claim Form Deadline. In the case of U.S. Mail, the date of postmark shall be considered the date of submission. In the event the date is not included on the postmark, the Claim Form will be

presumed to have been mailed three (3) days prior to the date the Claims Administrator receives the Claim Form. Plaintiffs and Opt-Ins need not submit a Claim and Consent to Join Settlement Form to receive their respective Enhancement Awards or Settlement Payments.

3.4.7 If a valid and properly executed Claim Form is not received by the Claims Administrator from a Rule 23 Class Member or Collective Member on or before the Claim Form Deadline, then that individual will have no right to be a Participating Claimant and will have no right to receive payment under this Stipulation, provided that Defendant reserves the right in its sole discretion to accept and resolve late or disputed claims.

3.4.8 Unless they timely submit an Opt-Out Request pursuant to Section VII.3.4.13, the Rule 23 Class Members shall be subject to the Released State and Local Law Claims portion of the Judgment even if they do not submit a Claim Form in a timely and proper manner.

3.4.9 Only Participating Claimants will be subject to the Released Federal Law Claims. Consistent with the law, however, the statute of limitations for an FLSA claim shall continue to run until a person affirmatively opts into, or files, an FLSA suit, and the Settling Parties agree any prior tolling agreement shall be hereby terminated and void ab initio.

3.4.10 Defendant may, in its sole discretion, choose to accept as timely submitted any Claim Form received from a Rule 23 Class Member or Collective Member after the Claim Form Deadline, in which case such Rule 23 Class Member or Collective Member will be deemed to have timely submitted the Claim Form for purposes of this Stipulation. Absent Defendant's consent, however, any Rule 23 Class Member or Collective Member who fails to return the executed Claim Form postmarked by the Claim Form Deadline will not be eligible to participate in the Settlement or receive their Settlement Payment.

3.4.11 If any Class Member disputes the Settlement Payment amount listed in their Class and Collective Notice, they must produce written documentation supporting their dispute in connection with submitting their Claim Form. The Claims Administrator will make every effort to resolve all Class Member disputes prior to finalizing the Settlement Payments distributable to the Participating Claimants and any approved amounts will be satisfied from the Net Settlement Amount. To the extent the Claims Administrator cannot resolve a Class Member dispute until after the Settlement Payments are distributed to the Participating Claimants, any approved amounts will be satisfied from the Reserve Fund. Defendant's records are presumed to be correct unless a Participating Class Member proves otherwise with documentary evidence. The Claims Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the dispute, in consultation with counsel for the Settling Parties. The decision shall be binding on the Class Member and no additional rights of appeal shall exist.

3.4.12 If the Claims Administrator receives a Claim Form from an individual claiming to be a Rule 23 Class Member or Collective Member who was not identified as such by the Settling Parties for purposes of the Class and Collective Notice, the Claims Administrator will evaluate the evidence submitted by the individual and make a final decision as to whether the individual is a Rule 23 Class Member or Collective Member, in consultation with counsel for the Settling Parties. Defendant's records are presumed to be correct unless the individual proves otherwise with documentary evidence. The Claims Administrator's decision shall be binding on the individual and no additional rights of appeal shall exist. To the extent the Claims Administrator finds that the individual should have been identified as a Rule 23 Class Member or Collective Member, the Claims Administrator will calculate the individual's Settlement Payment

by multiplying his or her individual Workweeks by the Workweek Amount as set forth in Section VII.3.8. Any such amount will be satisfied from the Reserve Fund.

3.4.13 Rule 23 Class Members will have forty (40) days from the Claim Form Mailing Date within which to opt-out of the Settlement set forth in this Stipulation. Rule 23 Class Members who wish to exercise this option must timely submit an Opt-Out Request. The Opt-Out Request must be postmarked on or before forty (40) days from the Claim Form Mailing Date. In the event the date is not included on the postmark, the Opt-Out Request will be presumed to have been mailed three (3) days prior to the date the Claims Administrator receives the Opt-Out Request.

3.4.14 Rule 23 Class Members who timely submit an Opt-Out Request shall have no further role with respect to the settlement set forth in this Stipulation, and for all purposes they shall be regarded as if they never were a Rule 23 Class Member, and thus they shall not be entitled to any payment as a result of this Stipulation and shall not be entitled to or permitted to assert an objection to this Stipulation.

3.4.15 The Class and Collective Notice shall advise Rule 23 Class Members of their ability to opt-out of the Settlement and of the consequence thereof. Neither the Settling Parties nor any of their counsel will solicit any Rule 23 Class Member to submit an Opt-Out Request.

3.4.16 Rule 23 Class Members who timely submit both an Opt-Out Request and a Claim Form shall be sent a cure letter (in a form similar to that as Exhibit 9 attached hereto) by the Claims Administrator to seek clarification of whether they intend to opt out of the Settlement or become a Participating Claimant. The letter will state that, unless the Rule 23

Class Member clarifies within seven (7) calendar days that he or she intends to opt out, the Rule 23 Class Member will be deemed to be a Participating Claimant.

3.4.17 Rule 23 Class Members who have not filed an Opt-Out Request will have forty (40) calendar days from the Claim Form Mailing Date within which to file an objection to the Settlement set forth in this Stipulation. Any Rule 23 Class Member who has submitted an Opt-Out Request may not submit objections to the settlement. To be considered, such statement must be sent by First Class U.S. mail postage prepaid to the Claims Administrator and postmarked by a date certain, to be specified on the Class and Collective Notice. In the event the date is not included on the postmark, the objection will be presumed to have been mailed three (3) days prior to the date the Claims Administrator receives the objection. An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his or her intention to do so at the time the objector submits the written objections. An objector may withdraw objections at any time. No objector may appear at the Fairness Hearing unless the objector has filed a timely objection that complies with the procedures provided in this Section VII.3.4.17. The Settling Parties may file with the Court written responses to any filed objections no later than seven (7) calendar days before the Fairness Hearing.

3.5 *Defendant's Option to Terminate the Agreement Based on the Opt-Out Requests.*

In the event that the number of Rule 23 Class Members who submit Opt-Out Requests pursuant to Section VII.3.4.13 is greater than ten percent (10.0%) of the total number of Rule 23 Class Members, Defendant shall have the absolute discretionary right to terminate this Settlement and Stipulation no later than fourteen (14) days following the Claim Form Deadline and in such case, each and every one of Defendant's obligations under this Stipulation shall cease to be of any

force and effect, except for payment of the Administrative Costs already incurred by the Claims Administrator, and this Stipulation and any orders entered into in connection therewith shall be vacated, rescinded, cancelled and annulled, but the Settling Parties' rights and obligations with respect to the use of this Stipulation and the settlement contemplated hereby will be subject to Sections VI and VII.3.14.4. If Defendant exercises this option, the Settling Parties shall return to the status quo in the Litigation as if the Settling Parties had not entered into this Agreement.

3.6 *Payment of Attorneys' Fees and Costs, and Enhancement Awards*

3.6.1 In advance of the Fairness Hearing, and subject to Court approval, Class Counsel shall apply to the Court for an award of reasonable attorneys' fees not to exceed thirty-eight percent (38.0%) of the Maximum Settlement Amount (no more than One Million Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,425,000.00)) and reasonable costs incurred in the prosecution of the Litigation in an amount not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00). All attorneys' fees and costs shall be obtained from the Maximum Settlement Amount and under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs up to the amounts set forth herein provided it is consistent with this Stipulation. Any Court-approved payments made pursuant to this Section shall be made by the Claims Administrator in accordance with Section VII.3.6, and shall constitute full satisfaction of any claim for attorneys' fees or costs related to the Litigation or this Stipulation. The Plaintiffs and Class Counsel, on behalf of themselves and all Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees or costs under any theory. Class Counsel agree that they shall be responsible for justifying the amount of the attorneys' fees and costs payment to the Court, and they agree to submit, as appropriate, the necessary materials

to justify this payment along with the Motion for Final Approval of this Stipulation pursuant to Section VII.3.3.5. All amounts awarded by the Court as attorneys' fees and costs will be paid to Class Counsel, and the Claims Administrator shall issue an IRS Form 1099 to Class Counsel for the full amount of attorneys' fees and costs and an IRS Form 1099 to all Participating Claimants for their pro-rata share of the attorneys' fees and costs. The Claims Administrator will also conduct other reporting deemed necessary. The payment of attorneys' fees or expenses to any Class Counsel is contingent on receipt of current, valid W-9s from Class Counsel by the Claims Administrator.

3.6.2 The Enhancement Awards will, subject to Court approval, be paid by the Claims Administrator in amounts not to exceed: (a) Five Thousand Dollars (\$5,000.00) to each of the Plaintiffs; and (b) Two Thousand Dollars (\$2,000.00) to each of the following Opt-In Plaintiffs Ineasha Day, Norman Eaton, Denise Gunnoe, Deborah Moore, and Carla Rigsby, for service and assistance to the prosecution of the Litigation. All Enhancement Awards shall be obtained from the Maximum Settlement Amount, paid in accordance with Section VII.3.6.2, and only paid to the Recipients on the condition that he or she executes an individual full and general release agreement. The form general release agreements for each Recipient are attached hereto as Exhibits 3 and 4.

3.6.3 In the event the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for Enhancement Awards, only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of this Stipulation and full payment hereunder. Any remaining or unawarded portion of the requested attorneys' fees and costs or Enhancement Awards shall remain with Defendant.

3.6.4 Other than any reporting of the payment of attorneys' fees and costs and Enhancement Awards as required by this Stipulation or by law (which the Claims Administrator shall make), Class Counsel and the Recipients shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment that they have received pursuant to this Section and all of its subparts.

3.7 *Reserve Fund.* One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Maximum Settlement Amount shall be held by the Claims Administrator and used as a Reserve Fund to pay late claims, disputed allocations, and non-members who have a good-faith claim, as determined by Defendant. The money in the Reserve Fund shall remain there until one hundred twenty (120) calendar days after the Effective Date. After that date, any money remaining in the Reserve Fund shall remain the property of Defendant and shall not be distributed to any Participating Plaintiffs or Class Counsel.

3.8 *Consideration to Class Members*

3.8.1 The Settlement Payments for Class Members will be determined by the Claims Administrator using the following Settlement Formula with the estimated amount to be included in the individual Class and Collective Notices.

- (a) First, the Administrative Costs, Reserve Fund, Class Counsel's requested fees and costs, and Enhancement Awards will be deducted from the Maximum Settlement Amount to create the Net Settlement Amount;
- (b) Second, the Claims Administrator will add each Class Member's Workweeks to determine the Total Workweeks.

- (c) Third, the Claims Administrator will divide each Class Member's Workweeks by the Total Workweeks, and this quotient shall be the Class Member's Settlement Workweeks Percentage.
- (d) Fourth, each Class Member will have the Net Settlement Amount multiplied by his or her individual Settlement Workweeks Percentage. The resulting amount will be the Class Member's Settlement Payment.
- (e) Fifth, Participating Claimants will be mailed a settlement check in the amount of their Settlement Payment, less any required withholdings, within twenty-one (21) calendar days after the Effective Date (the "Distribution Date").

3.8.2 As further detailed in Section VII.3.9, the Claims Administrator shall issue the Settlement Payments to eligible Participating Claimants and will report each payment to state and federal government authorities, including the Internal Revenue Service, as required by law.

3.8.3 Any Unclaimed Funds shall remain the property of Defendant and shall not be distributed to any Participating Plaintiffs or Class Counsel.

### 3.9 *Taxes*

3.9.1 The Settlement Payment amounts to the Participating Claimants shall be allocated as follows: (a) fifty percent (50%) will be allocated as wages and shall be subject to deductions for applicable taxes and withholdings as required by federal, state and local law; and (b) fifty percent (50%) will be allocated as non-wages. The portion allocated to wages shall be reported on a United States Internal Revenue Service ("IRS") Form W-2 issued by the Claims Administrator and such other state or local tax reporting forms as may be required by law. The

portion allocated to non-wages will be reported on an IRS Form 1099 by the Claims Administrator and such other state or local tax reporting forms as may be required by law.

3.9.2 In the event that it is subsequently determined by the IRS or any other applicable taxing authority that any Participating Claimant owes any additional taxes with respect to any payments made pursuant to this Stipulation, it is expressly agreed that the determination of any tax liability is between the Participating Claimant and the taxing authority, and that Defendant Releasees will not be responsible for the payment of such taxes, including any interest and penalties.

3.9.3 Other than the withholding and reporting requirements set forth in Section VII.3.9.1, Participating Claimants shall be solely responsible for the reporting and payment of the employee's share of any federal, state, and/or local income tax or other tax or any other withholdings, any interest, and/or any penalties assessed, on any of the payments made pursuant to this Stipulation. Defendant will be responsible for paying the employer's share of any applicable payroll taxes, and the Settling Parties expressly agree that such employer payroll taxes are not a part of the Maximum Settlement Amount. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability to any Participating Claimants of any portion of the Settlement Payments, the payment of any attorneys' fees and costs to Class Counsel, or the payment of any Enhancement Awards. The Class and Collective Notice will advise each Class Member to seek his/her own personal tax advice prior to acting in response to the Class and Collective Notice, and Defendant, the Plaintiffs/Class Representatives, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class and Collective Notice.

3.9.4 Any amount paid to any Recipient or Participating Claimant shall not create any credit or otherwise affect the calculation of benefits provided under any pension, retirement, retirement savings, excess or supplemental retirement or retirement savings, any deferred compensation, bonus, equity, incentive, severance, displacement, supplemental unemployment, health, life, or disability plan, or any benefit, pension, or other compensation or benefit plan, policy, program, or arrangement (collectively, the “JPMorgan Chase Benefit Plans”) provided by JPMorgan Chase, and no payment made pursuant to this Settlement will be considered as “Compensation,” “Earnings,” “Salary,” or any similar definition under any JPMorgan Chase Benefit Plan, are not considered eligible compensation for JPMorgan Chase’s 401(k) Savings and Retirement Plans or for any other benefit purposes, do not otherwise require any contribution or award under any JPMorgan Chase Benefit Plan, and do not otherwise modify benefits, contributions or coverage under any JPMorgan Chase Benefit Plan.

3.10 *Funding of the Settlement Proceeds.* Within fourteen (14) business days after the Effective Date, Defendant will make a one-time deposit of all Court-approved and claimed amounts from the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established as a trust by the Claims Administrator. The Settling Parties agree that the amounts held in the QSF will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, *et seq.* The Settling Parties further agree that for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, Defendant shall be treated as the “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1), and that the Claims Administrator shall be the “administrator” of the QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). The Settling Parties agree that the Claims Administrator shall, in establishing the trust, make any such

elections as necessary or advisable, including, if appropriate, “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)(i)) to treat the QSF as coming into existence as of the earliest permitted date. Such elections shall be in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Settling Parties, and to cause the appropriate filing to occur. The Settling Parties intend that the transfers to the trust described in this section will satisfy the “all events test” and the “economic performance” requirement of Code § 461(h)(1) and Treas. Reg. § 1.461-1(a)(2). The Claims Administrator shall be responsible for filing all federal, state, and local tax returns for the trust, including application for employer identification numbers in accordance with Treas. Reg. § 1.468B-2(k)(4). Furthermore, in accordance with Treas. Reg. § 1.468B-2(1)(2), the Settling Parties agree that the Claims Administrator shall be responsible for filing all federal, state, and local information returns and ensure compliance with reporting requirements with regards to any distributions from the QSF. In no event shall any of the Defendant Releasees have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the QSF.

3.11 *Timing of Payments to Participating Claimants*

3.11.1 Within twenty-one (21) calendar days after the Effective Date, the Claims Administrator shall mail to each Participating Claimant, his or her individual Settlement Payment pursuant to and in accordance with the terms of Sections VII.3.8 and VII.3.9.

3.11.2 All checks issued to Participating Claimants pursuant to this Stipulation shall be valid and negotiable for a period of one hundred eighty (180) calendar days

from the date of mailing. Any checks issued pursuant to this Stipulation that are not cashed or deposited within one hundred eighty (180) calendar days from the date of mailing shall become void, the amounts shall remain the property of Defendant and shall not be distributed to any Participating Plaintiffs or Class Counsel, any applicable taxes reported and/or paid on such amounts shall be corrected with the applicable taxing authorities and requested for remittance, and the applicable Plaintiff, Participating Claimant, or Class Counsel shall not be entitled to another check or any other monetary payments as a result of the settlement. The Participating Claimants shall, however, remain bound by this Stipulation, their releases, the applicable dismissal, and/or their Claim Form notwithstanding any failure to cash or deposit any check issued to this Section within one hundred eighty (180) calendar days from the date of mailing.

3.11.3 Following the mailing of the Settlement Payments to Participating Claimants discussed in Section VII.3.8, the Claims Administrator shall provide counsel for the Settling Parties with a written confirmation of this mailing.

### 3.12 *Releases*

3.12.1 Upon the Effective Date, the Plaintiffs and each of the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed, with prejudice, relinquished, and discharged all Released State and Local Claims as defined in Section VII.1.40 herein.

3.12.2 In addition, upon the Effective Date, the Plaintiffs and each of the Participating Claimants, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment

shall have, fully, finally, and forever released, dismissed, with prejudice, relinquished, and discharged all Released Federal Law Claims as defined in Section VII.1.39 herein.

3.12.3 Upon the Effective Date, the Recipients shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed, with prejudice, relinquished, and discharged all General Released Claims as defined in Section VII.1.25 herein.

3.12.4 Rule 23 Class Members who do not submit a timely and valid Claim Form are not subject to the Released Federal Law Claims.

### 3.13 *Termination of Settlement*

3.13.1 In the event that this Stipulation is not approved in its entirety as is by the Court, excluding modifications that Defendant determines in its reasonable and good faith judgment to not be material modifications, or in the event that the Settlement set forth in this Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by Defendant to anyone in accordance with the terms of this Stipulation, and the Settling Parties will each bear their own costs and fees with regard to the efforts to obtain Court approval. In such event, this Stipulation (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections VI and VII.3.14.4, and those provisions relating to the return of documents and discovery set forth in Section VII.3.15) shall be deemed null and void, its terms and provisions shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing

the amount of any attorneys' fees or costs to be paid to Class Counsel, or reducing the amount of any Enhancement Awards paid to any Recipient, shall constitute grounds for cancellation or termination of this Stipulation or grounds for limiting any other provision of the Judgment.

3.13.2 In addition to the terms set forth in Sections VI and VII.3.14.4, Defendant shall have the absolute discretionary right to terminate this Settlement and the terms set forth in this Stipulation prior to the entry of the Court's Order Granting Final Approval in the event that any of the following conditions occur:

- (a) In the event that this Stipulation is construed in such a fashion that would require Defendant to pay: (i) more than the Maximum Settlement Amount and/or (ii) any amount(s) not expressly provided for in this Stipulation;
- (b) In the event that the Court does not certify, for settlement purposes only, a class consistent with Section VII.3.2, or otherwise makes an order materially inconsistent with any of the terms of this Stipulation;
- (c) In the event that any court, whether on a conditional basis or not, certifies a class or collective action that involves any claim, whether based on statute, regulation, contract, common law, or otherwise, included in the Released Federal Law Claims or Released State and Local Law Claims, as those terms are defined in Sections VII.1.39 and VII.1.40 herein; or
- (d) In the event that any Plaintiff or Class Counsel breaches this Stipulation.

3.13.3 To the extent Defendant chooses to exercise the right to terminate this Stipulation established in Section VII.3.3.2 and its subsections, it must do so through written notice to Class Counsel prior to entry of the Order Granting Final Approval and within fourteen

(14) calendar days of Defendant learning of the occurrence of the operative condition warranting termination.

3.13.4 In the event that the Settlement set forth in this Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, notwithstanding any of the provisions of this Section VII.3.13 and all its subsections, the Litigation may proceed without prejudice as if this Stipulation had not been entered. Further, the Litigation shall return to the status it had as of May 21, 2019, including that, if the class action described in Section VII.3.2 has been certified, the Settling Parties will take whatever steps necessary, if any, as soon as practicable, to decertify without prejudice any class certified for purposes of this Settlement. Should the Litigation recommence, Defendant expressly reserves the right to move to decertify any previously conditionally certified actions in accordance with applicable law, and to oppose class certification.

#### 3.14 *Miscellaneous Provisions*

3.14.1 The Class Members entitled to any Settlement Payment under this Stipulation and the associated Judgment are Participating Claimants, and they shall be entitled to their individual Settlement Payments pursuant to Section VII.3.8.3 only.

3.14.2 Defendant's sole obligations to Class Counsel are set forth in this Stipulation. Settlement Class Members, Plaintiffs, and Class Counsel, understand and agree that any payments made under Sections VII.3.8 will be the full, final, and complete payment of all attorneys' fees and costs and any other payments arising from or relating to the representation of Class Members, or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of the Litigation or any related action or advice provided. As an

inducement for Defendant to enter into this Stipulation, and as a material condition thereof, once provided with payments under this Stipulation (whether or not checks are cashed), Class Members, and Class Counsel, irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against Defendant or the Defendant Releasees for attorneys' fees, costs, other payments, or remuneration associated with the representation of Class Members in connection with the Litigation and this Settlement.

3.14.3 The Settling Parties (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation, including, but not limited to, obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the Released Federal Law Claims and Released State and Local Law Claims.

3.14.4 This Stipulation compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or any potential defense. The Settling Parties agree that the amounts paid in connection with this Stipulation and the other terms of the settlement were negotiated in good faith by the Settling Parties and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel.

3.14.5 Class Counsel and Plaintiffs, on behalf of the Class and each individual Class Member, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation or any related action.

3.14.6 All of the exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

3.14.7 This Stipulation and its exhibits constitute the entire agreement among the Settling Parties hereto regarding the subject matter discussed herein, and no representations, warranties, or inducements have been made to any party concerning this Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Plaintiffs and Class Counsel represent and acknowledge that, in executing this Stipulation, they do not rely and have not relied upon any representation or statement made by Defendant or by any of Defendant's agents, representatives or attorneys with regard to the subject matter, basis, or effect of this Stipulation other than the representations reflected in the Stipulation.

3.14.8 Except as otherwise explicitly provided herein, each Settling Party shall bear its own fees and costs.

3.14.9 Counsel for the Settling Parties represent that they are expressly authorized to take all appropriate action required or permitted to be taken by their respective clients pursuant to this Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of their respective clients which they deem appropriate.

3.14.10 Each counsel or other person executing this Stipulation or any of its exhibits on behalf of any Settling Party hereto hereby warrants that such person has the full authority to do so.

3.14.11 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

3.14.12 Whenever this Stipulation requires or contemplates that one Settling Party, the Court or the Claims Administrator shall or may give notice to another, notice shall be provided by email, facsimile and/or next-day (excluding Sundays and Court holidays) express delivery service as follows:

(i) If to Defendant, then to:

Carrie A. Gonell  
Morgan, Lewis & Bockius LLP  
600 Anton Blvd., Ste. 1800  
Costa Mesa, CA 92626  
Facsimile: 714-830-0700  
carrie.gonell@morganlewis.com

(ii) If to Plaintiffs, then to:

Austin Anderson  
Anderson Alexander, PLLC  
819 North Upper Broadway  
Corpus Christi, TX 78401  
Facsimile: 361-452-1284  
austin@a2xlaw.com

3.14.13 This Stipulation shall be binding upon and inure to the benefit of the Settling Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns, but this Stipulation is not designed to and does not create any third party beneficiaries, either express or implied, other than third parties that are identified as Defendant Releasees in Section VII.1.18.

3.14.14 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

3.14.15 The Settling Parties agree and understand that there shall be no injunctive relief included as part of any Court Order as to them.

3.14.16 This Stipulation and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of Texas, and the rights and obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of Texas without giving effect to that State's choice of law principles, to the extent not preempted by federal law.

3.14.17 The language of all parts of this Stipulation shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either any Settling Party. No Settling Party shall be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of this Stipulation are contractual and are the product of arms-length negotiations between the Settling Parties and their counsel. Each Settling Party and their counsel cooperated in the drafting and preparation of this Stipulation. In any construction to be made of this Stipulation, this Stipulation shall not be construed against any Settling Party.

3.14.18 Other than necessary disclosures made to a court, Plaintiffs, Defendant, and their respective counsel and other agents agree to keep the fact of Settlement, this Stipulation and any attached documents, and their Settlement negotiations confidential and will not disclose that information to any third party (including without limitation inclusion on any websites) until

such time as Plaintiffs move for preliminary approval of this Stipulation or the Settling Parties otherwise agree in writing.

3.14.19 Plaintiffs agree not to disclose to individuals other than immediate family, tax preparers, financial advisors and attorneys, the terms of this settlement or the negotiations leading thereto except in court papers or if required by legal process. Neither Plaintiffs nor Class Counsel, directly or indirectly, shall issue a press release, hold a press conference, publish information about the Settlement or the settlement negotiations on any website (other than used by the Claims Administrator for claims administration purposes), or otherwise publicize the settlement or negotiations. Plaintiffs and Class Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the Court. Should a court of competent jurisdiction find that a Plaintiff has breached this Section, that Plaintiff shall forfeit and return to Defendant any Settlement Payment and Enhance Payment awarded.

3.14.20 Except for any disclosure concerning the Litigation that is otherwise expressly permitted by this Stipulation, Participating Claimants may only disclose information that has been made through a document filed on the Court's docket concerning the Litigation or the amounts paid to them under this Stipulation to (a) members of their immediate family, their attorneys, or their account or tax advisors, or to any person to whom such disclosures are permitted by law, provided that each such person has been informed of this non-disclosure obligation and has agreed to be bound by its terms, or (b) to the IRS or state or local taxing authorities. Should a court of competent jurisdiction find that a Participating Claimant has breached this Section, that Participating Claimant shall forfeit and return to Defendant any Settlement Payment awarded. Each Participating Claimant's promise in this subsection,

however, shall not apply to any judicial or administrative proceeding in which such Participating Claimant is a party or has been subpoenaed to testify under oath by a government agency or any other third party, or to the extent the statements are permitted or protected by law.

3.14.21 Plaintiffs and Settlement Class Members hereby waive any right to any monetary or other recovery of any kind for any claims released pursuant to Sections VII.1.39 and VII.40 against Defendant Releasees in any forum, including in any federal, state or local court or in arbitration, any administrative proceeding with any federal, state or administrative agency, or any applicable dispute resolution procedure. Notwithstanding the foregoing, this Settlement does not limit or exclude the jurisdiction of any federal, state or local agency or self-regulatory organization and nothing in this Stipulation shall be construed to prevent Plaintiffs or any Settlement Class Member from filing a charge with, or participating in an investigation conducted by, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, or any other applicable state or local agency.

3.14.22 Class Counsel agrees not to use any information relating to the Litigation obtained from Defendant or its counsel during the Litigation, or the settlement thereof, to solicit or encourage, whether directly or indirectly, any other parties or attorneys to commence a claim or proceeding against Defendant.

3.14.23 The Plaintiffs, by signing this Stipulation, are bound by the terms herein and further agree not to request to be excluded from the Settlement and not to object to any terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and of no force or effect. Defendant, Plaintiffs, and Class Counsel waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Stipulation, except that Plaintiffs and Class

Counsel have the right to appeal any order denying, in whole or in part, an application for the award of attorneys' fees and costs and/or an Enhancement Award.

3.14.24 This Stipulation may not be changed, altered, or modified, except in writing signed by the Settling Parties hereto and approved by the Court. This Stipulation may not be discharged except by performance in accordance with its terms or by a writing used by the Settling Parties hereto.

3.14.25 Subject to Section 3.12, should any clause, sentence, provision, Section, paragraph, or part of this Stipulation be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable with respect to a Participating Claimant, such judgment shall not affect, impair, or invalidate the remainder of the Stipulation as to that Participating Claimant or the Stipulation as a whole to all other Settlement Class Members, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Stipulation directly involved, and the remainder of the Stipulation shall remain in full force and effect. However, if the releases given by a Participating Claimant are deemed, in whole or in part, illegal, invalid, or unenforceable with respect to that Participating Claimant, the Participating Claimant, as applicable, will execute a substantially similar release that is not illegal, invalid, or unenforceable.

3.14.26 Paragraph titles or captions contained in this Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation, or any provision thereof.

3.15 *Return of All Documents and Other Discovery.* No discovery materials shall be disseminated or distributed to any person or entity by any Plaintiffs or Class Counsel, except that discovery material may be filed with the Court if necessary in connection with proceedings to

facilitate the Settlement described herein. All originals or reproductions of any discovery materials obtained from Defendant and/or given to any party, expert, consultant, or other person, shall be retrieved by Class Counsel and destroyed, and Class Counsel shall certify within thirty (30) calendar days of the Effective Date that they have destroyed all such documents or information and all copies thereof.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Stipulation to be executed.

Executed this Nov 12, 2019 day of \_\_\_\_\_, 2019 by: *Shannon Rivenbark*  
Shannon Rivenbark (Nov 12, 2019)  
Shannon Rivenbark

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
Kaylah Casuccio

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
Austin Anderson and Clif Alexander  
ANDERSON ALEXANDER, PLLC  
  
Attorney for Plaintiffs, Opt-Ins, and the members of  
the proposed Class

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
for Defendant  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
Sam S. Shaulson and Carrie A. Gonell  
Morgan, Lewis & Bockius LLP  
  
Attorneys for Defendant

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Stipulation to be executed.

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
Shannon Rivenbark

Executed this Nov 13, 2019 day of \_\_\_\_\_, 2019 by:   
Kaylah Casuccio (Nov 13, 2019)  
Kaylah Casuccio

Executed this 13 day of NOVEMBER, 2019 by:   
Austin Anderson and Clif Alexander  
ANDERSON ALEXANDER, PLLC

Attorney for Plaintiffs, Opt-Ins, and the members of the proposed Class

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
for Defendant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_ day of \_\_\_\_\_, 2019 by: \_\_\_\_\_  
Sam S. Shaulson and Carrie A. Gonell  
Morgan, Lewis & Bockius LLP

Attorneys for Defendant

# Exhibit 1

**EXHIBIT 1**

**CLAIM FORM**

*Shannon Rivenbark and Kaylah Casuccio,  
Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co .  
United States District Court for the Southern District of Texas (Case No.: 4-17-cv-03786)*

[name and address inserted by administrator]	CORRECT NAME AND ADDRESS HERE:
	Former Names (if any) _____ Last four digits of your Social Security Number: _____ Telephone Number: (____) ____ - _____

**CLAIM FORM: COMPLETE FOR SETTLEMENT PAYMENT**

**TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [CLAIM FORM DEADLINE] TO:**

[Claims Administrator]

**INSTRUCTIONS:**

- 1 You must timely complete, sign and mail this Claim Form on or before [Claim Form Deadline] to receive a Settlement Payment.
- 2 It is **strongly** recommended that you retain proof of timely mailing for your records until receipt of your settlement payment.
- 3 If you move, please send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.
- 4 If found eligible, you should not expect to receive any payment until the settlement is final, which will likely occur not before \_\_\_\_\_.

**YOUR RELEVANT EMPLOYMENT DATES AND ESTIMATED SETTLEMENT AMOUNT:**

Chase's records show that during the Relevant Period,<sup>1</sup> you were a Call Center Employee during the following time periods:

<<Dates>>      <<Work Weeks>>      <<Position>>

Your settlement share is currently estimated at \$\_\_\_\_\_. This estimate assumes that all Class Members identified to date participate in the Settlement (i.e., can be located and opt-in). This amount

<sup>1</sup> The Relevant Period runs from December 14, 2014, through the Date of Preliminary Approval, inclusive.

is subject to change, up or down, depending upon the number of Class Members who submit Claim Forms, challenges to estimated amounts, the outcome of those challenges, the number of Class Members who opt-out, and other possible factors.

**RELEASE OF CLAIMS:**

In exchange for my settlement payment, I, on behalf of myself, and each of my current, former, and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, hereby fully, finally, and forever release and discharge JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., and their current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities ("Defendant Releasees"), from any and all Released Federal Law Claims and Released State and Local Law Claims, as further explained in the Notice of Proposed Class and Collective Action Settlement.

**MAILING INSTRUCTIONS:**

If you want to participate and receive a payment from this settlement, please mail this completed Claim Form to the Claims Administrator at the address listed below. Your fully and properly completed Claim Form must be postmarked on or before **[Claim Form Deadline]** or else you will forfeit any payment under this Settlement. Even if you file an objection to the Settlement, you must submit this form by the deadline in order to receive any payment under the Settlement in the event that your objection is overruled. The address of the Claims Administrator is:

**[Claims Administrator Contact Information]**

If you have any questions about completing this Claim Form, please call the Claims Administrator at **[phone number]**.

**NON-RETALIATION:**

I understand that Chase may not retaliate against me in any manner as a result of my submitting this Claim Form.

**CONSENT TO JOIN THE SETTLEMENT:**

I have reviewed the attached Notice of Proposed Class and Collective Action Settlement and this Claim Form. In order to receive any Settlement Payment, I consent to join in the FLSA portion of this collective action settlement and be represented by Shannon Rivenbark, Kaylah Casuccio, and their counsel pursuant to 29 U.S.C. § 216(b). I agree not to sue or otherwise make a claim against any of the Defendant Releasees as to any of the Released Federal Law Claims and Released State and Local Law Claims. I also affirm that I have read and understand the Release of Claims set forth in the Notice of Proposed Class and Collective Action Settlement and this Claim Form and agree to be legally bound by the Release of Claims.

**PLEASE SIGN BELOW:**

In order to receive your monetary recovery, you must sign below and return by **[Claim Form Deadline]**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements made by me on this form are true and correct, and that I have read and understand the Notice of Proposed Class and Collective Action Settlement.

X \_\_\_\_\_ Date: \_\_\_\_\_

(sign your name here)

# Exhibit 2

EXHIBIT 2  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

**NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT  
("Class and Collective Notice")**

*A United States District Court has authorized this notice. This is not a solicitation from a lawyer.*

To: All persons who were employed by JPMorgan Chase Bank, N.A. as a call center employee from December 14, 2014 through [Date of Preliminary Approval] who had not signed or are otherwise bound by a binding arbitration agreement (the "Class Members").

Based on information in the records of JPMorgan Chase Bank, N.A. ("Chase") you are eligible to claim money in the proposed settlement<sup>1</sup> of the case captioned *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co.*, Case No. 4:17-cv-03786 (U.S. District Court for the Southern District of Texas, Houston Division) (the "Lawsuit").

To receive a portion of the Settlement, you must file a claim so that it is received by the Claims Administrator with a postmark date on or before **\*\* INSERT DATE \*\***. If you fail to file and properly submit a timely claim, you will receive nothing under the Settlement. **Additionally, if you worked for Chase and you do not timely opt-out, you will be bound by the release of any Released State and Local Law Claims described in this Class and Collective Notice even if you do not properly submit a timely claim and receive nothing under the Settlement.**

**1. WHAT IS THE PURPOSE OF THIS CLASS AND COLLECTIVE NOTICE?**

**PLEASE READ THIS CLASS AND COLLECTIVE NOTICE CAREFULLY.** It contains important information about your rights concerning the settlement of the Lawsuit. If the Court approves the Settlement, each Class Member will be bound by its terms and will release any Released State and Local Law Claims unless he/she affirmatively opts-out of the Settlement. Each Class Member that opts-in to the Settlement by returning the Claim Form attached to this Class and Collective Notice will be bound by the terms of the Settlement and will release Released State and Local Law Claims and Released Federal Law Claims as described in this Class and Collective Notice. **YOU WILL RECEIVE MONEY FROM THIS SETTLEMENT IF AND ONLY IF YOU RETURN THE ATTACHED CLAIM FORM TO THE CLAIMS ADMINISTRATOR ON OR BEFORE **\*\* INSERT DATE \*\***.**

The Court has ordered that this Class and Collective Notice be sent to you to inform you of your rights under the Settlement resolving the Lawsuit.

**2. WHAT IS THIS CASE ABOUT?**

The Lawsuit asserts claims under the Fair Labor Standards Act ("FLSA") and state laws concerning wages, alleging, among other things, that Chase failed to properly compensate Call Center Employees for all time worked, including overtime. Chase denies these allegations and believes that its Call Center Employees received all monies to which they were entitled. The Settling Parties have entered into this Settlement solely

---

<sup>1</sup> Unless indicated otherwise, all capitalized terms used in this Notice have the same meaning as those defined by the Joint Stipulation of Class and Collective Action Settlement and Release (the "Settlement").

**EXHIBIT 2**

with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiffs' claims, and no party has prevailed in this action.

If you worked as a Call Center Employee for Chase during the Relevant Period,<sup>2</sup> then the Parties have reached this Settlement on your behalf and the rest of this Class and Collective Notice will affect your rights under the Settlement.

**3. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?**

If the Settlement is given final approval by the Court, Chase will pay up to a maximum of \$3,750,000.00 in total settlement funds (the "Maximum Settlement Amount"). The Maximum Settlement Amount excludes Chase's share of withholding taxes. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the Maximum Settlement Amount prior to distribution of the settlement funds to Participating Claimants:

- Class Counsel's fees and costs: Class Counsel will apply to the Court for recovery of costs not to exceed \$70,000.00 and attorneys' fees of \$1,425,000.00.
- Enhancement Awards: If the Court approves such payment, a total of \$20,000.00 will be split among the Class Representatives and other individuals who participated in the Lawsuit.
- Administrative Costs: Class Counsel will apply to the Court for recovery of all costs of administration of this settlement.
- Reserve Fund: The parties have agreed to create a Reserve Fund of \$100,000.00 to pay certain claims and disputes that arise after the Net Settlement Amount has been paid out.

If the Court approves these payments, the remainder of the Maximum Settlement Amount, the "Net Settlement Amount," will be distributed as follows:

- A portion of the Net Settlement Amount will be allocated to the Call Center Employees based on the total workweeks that Class Members<sup>3</sup> worked during the Relevant Period. Each Class Member will receive a percentage of this allocation based on the percentage of the total workweeks that the Class Member worked, according to Chase's records.
- Chase will designate 50% of your individual settlement payment as wages and will deduct withholding taxes from this portion. The remaining 50% will be designated as non-wages. The wage portion will be reported on a United States Internal Revenue Service ("IRS") Form W-2 and any other state or local tax reporting forms as may be required by law. The non-wage portion will be reported on an IRS Form 1099 and any other state or local tax reporting forms as may be required by law. Chase makes no representations or warranties regarding the taxability of your Settlement Payment and hereby advises you to consult with your own tax advisor regarding potential tax consequences related to the Settlement Payment.

---

<sup>2</sup> The Relevant Period runs from December 14, 2014, through **the Date of Preliminary Approval**, inclusive.

<sup>3</sup> Class Members include any individual who worked as a Call Center Employee for Chase during the Relevant Period.

EXHIBIT 2

- The attached Claim Form contains an estimated amount of your individual Settlement Payment, which has been calculated based on Chase's records as to the amount of time you worked during the Relevant Period. Chase's personnel records are presumed to be correct unless you submit documents proving otherwise.

**4. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?**

**In order to collect your share of the settlement, you must fill out a Claim Form.** Attached to this Class and Collective Notice is a Claim Form which you must fill out and mail, postmarked on or before **the Claim Form Deadline**, to:

[CLAIMS ADMINISTRATOR'S INFO]

Chase cannot and will not retaliate against you for participating in this Settlement and/or filing a Claim Form.

It is your responsibility to retain proof of timely mailing or submission of a Claim Form until receipt of your Settlement Payment.

If you move to a new address, please send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

If you are found eligible to participate in the Settlement, you should not expect to receive any payment until the Settlement is final, which will likely be several months away.

**5. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?**

**For all Class Members who do not opt-out of the settlement and do not return a valid Claim form:** Once the Court enters the Order Granting Final Approval, you, on your behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge all Defendant Releasees<sup>4</sup> of and from any and all Released State and Local Law Claims, including statutory claims, including, but not limited to the Released State and Local Law Claims that could have arisen out of the same facts alleged in the Second Amended Complaint.

**For all Class Members and Collective Members who return valid Claim Forms:** Once the Court enters the Order Granting Final Approval, you, on your behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge all Defendant Releasees of and from any and all Released Federal Law Claims and Released State and Local Law Claims, including statutory claims, including, but not limited to all Released Federal Law Claims and Released State and Local Law Claims that could have arisen out of the same facts alleged in the Second Amended

---

<sup>4</sup> "Defendant Releasees" include JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., and their current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

**EXHIBIT 2**

Complaint.

This Settlement is intended to include in its effect all claims identified above, including claims that you do not know or suspect to exist in your favor against Chase or Defendant Releasees at the time of the release. You shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above.

**6. WHAT CLAIMS ARE BEING RELEASED?**

“Released Federal Law Claims” means any and all law claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. § 201, *et. seq.*, and any and all derivative and/or related federal claims, including, but not limited to, claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to keep accurate records, any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties that accrued while the Participating Claimant was employed as a Call Center Employee during the Relevant Period through the Preliminary Approval Date, for any type of relief, including without limitation, claims for wages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, or equitable relief. The Released Federal Law Claims include any federal claims for benefits arising from any Settlement Payment under the Settlement.

“Released State and Local Law Claims” means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising under state and local law, whether in law or equity, whether sounding in tort, contract, statute, common law, or other applicable law or regulation including claims that the Class Member does not know of or suspect to exist in his/her favor, that accrued while the Class Member was employed as a Call Center Employee during the Relevant Period through the Preliminary Approval Date, for any type of relief, including without limitation, claims for wages, damages, premium pay, unpaid costs, expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, or relating to pay, based on the following categories of allegations: (a) all claims under applicable state or local laws and regulations for the failure to timely pay any type of overtime compensation or other wages (including minimum wage, late payments of wages or business expenses); (b) all claims arising under any applicable state or local laws or regulations for the failure to provide or pay for meal periods and/or rest periods; (c) all claims under applicable state or local laws or regulations, including, but not limited to, alleged recordkeeping violations stemming from or based on alleged misclassification; (d) all claims arising under any applicable or local laws or regulations for the failure to furnish accurate, itemized wage statements or other notices; (e) all claims arising under any common law theory for failure to provide some or all wages due, including, but not limited to, claims brought under the theories of *quantum meruit* or unjust enrichment; and (f) all claims for penalties or additional damages arising from the claims described in (a) through (f) inclusive above under applicable state or local law and under the Employee Retirement Income Security Act (“ERISA”). The Released State and Local Claims are the claims meeting the above definition under any and all applicable state and local statutes, regulations or common law, including, without limitation, those set forth in the compendium of state specific wage and hour laws attached to the Settlement as Exhibit 7, as well as any state or local claims related to any claim for benefits arising from any Settlement Payment under the Settlement, including, but not limited to, ERISA.

**7. HOW DO I OPT-OUT OF THE SETTLEMENT CLASS?**

If you are a Class Member, you have the option of opting-out of the Settlement if you do not want to participate in the Settlement or be bound by the release of claims described above. If you opt-out of the Settlement, you

**EXHIBIT 2**

will not receive any money under the Settlement. To opt-out of the Settlement you must do so by submitting a completed Opt-Out Form that must be post-marked no later than **the Claim Form Deadline**. The Opt-Out Form must include your name, address, and social security number.

If you do not opt-out but do not return a valid Claim Form, you will be bound by the terms of the Settlement, but you will not receive any money or other benefits under the Settlement, cannot object to the Settlement, and will release your Released State and Local Law Claims. If you choose to opt-out, send your Opt-Out Form to:

[CLAIMS ADMINISTRATOR]

**8. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?**

If you have not opted out of the Settlement, and if you wish to present any objection to the proposed settlement at the Fairness Hearing, you must first do so in writing. Written objections must be filed with the Court, and served on all counsel of record at the addresses below by **the Claim Form Deadline**.

[INSERT COURT INFORMATION]

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co., Case No. 4:17-cv-03786*. If you opt-out of the settlement, you have no standing to object to the settlement.

Any written objections shall state each specific reason for your objection and any legal support for each objection.

**9. CAN I DISPUTE THE NUMBER OF WORK WEEKS THAT CHASE CLAIMS I WORKED?**

The Claim Form accompanying this Class and Collective Notice contains the number of weeks Chase's records reflect that you worked during the Relevant Period. If you disagree with those work weeks, you may file a written dispute with the Settlement Administrator by **the Claim Form Deadline**. If you file a timely written dispute as to the number of work weeks, you should submit written proof proving your dispute. The Claims Administrator will decide all disputes after conferring with Class Counsel and Chase's counsel, and its decision will be binding and final. DO NOT CONTACT THE COURT TO DISPUTE YOUR WORK WEEKS.

**10. WHEN IS THE FAIRNESS HEARING?**

A hearing (the "Fairness Hearing") before the Honorable Keith P. Ellison will be held on \_\_\_\_\_, 2020, at \_\_\_\_\_ p.m. at the United States District Court for the Southern District of Texas, Houston Division, 515 Rusk St, Houston, TX 77002. The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above.

**11. WHAT IF I DO NOTHING?**

If you do nothing, you will not receive any payments from the Net Settlement Amount but will still nevertheless be bound by the terms of the Settlement, including the waiver and release of all Released State and Local Law Claims as set forth above (including the waiver and release of unknown claims) except for claims under Released Federal Law Claims, and you will be prevented from suing Defendant Releasees or participating in

**EXHIBIT 2**

any other litigation or class action relating to the Released State and Local Law Claims.

**12. HOW CAN I EXAMINE COURT RECORDS?**

This Class and Collective Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

Additionally, if you have questions about this Class and Collective Notice or want additional information, you can contact:

[CLAIMS ADMINISTRATOR]

**DO NOT CALL, WRITE, OR OTHERWISE CONTACT THE COURT  
OR ANYONE EMPLOYED BY THE COURT.**

# Exhibit 3

**AGREEMENT AND GENERAL RELEASE**

**[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]**

JPMorgan Chase Bank, N.A. (the “Defendant”) and <<Enhancement Award Recipient Name>> (on behalf of him or herself, his or her respective current, former and future representatives, heirs, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Agreement and General Release (the “Agreement”) and agree that:

In consideration for YOUR execution of this Agreement and compliance with the promises made herein:

1. Defendant will pay YOU an Enhancement Award in the amount of five thousand dollars and zero cents (\$5,000.00), from the Maximum Settlement Amount, as defined in the Joint Stipulation of Settlement and Release, dated [REDACTED], governing the settlement of *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co*, Case No. 4:17-cv-03786 (S.D. Tex.) (the “Stipulation”). This payment shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service on IRS Form W-2. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Stipulation.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to the Enhancement Award (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel nor Defendant or its counsel make any representations concerning any tax consequences of this Agreement or participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. “Defendant Releasees” shall mean JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., and their current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

4. YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising at any time up to and including the

date of Final Approval (as defined in the Stipulation), for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief (the "General Released Claims"). The General Released Claims include, but are not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims (as defined in the Stipulation), and, if YOU accept YOUR Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. The General Released Claims are intended to reflect a full and general release of claims, and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the General Released Claims, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. If you are no longer employed by Defendant as of the Preliminary Approval Date (as defined in the Stipulation), YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) or assignment or work (as a temporary worker, independent contractor or consultant) or any other position in which YOU receive payment either directly or indirectly from Defendants, and that this Release shall be a complete bar to any such application, employment, continued employment, re-employment or work. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Stipulation; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

5. YOU expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the date of Final Approval (as defined in the Stipulation), which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.

6. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Agreement, up to and including the date of Final Approval, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that

employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

7. YOU agree: (1) that YOU been paid for any and all undisputed wages; (2) that YOU and Defendants have reached an amicable agreement regarding any and all amounts of disputed wages; and (3) that YOU are releasing Defendants from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendants have reached an amicable agreement regarding the payment of the disputed wages.

8. YOU further covenant that YOU (i) will not disclose to individuals other than YOUR immediate family, tax preparers, and attorneys this Agreement, its terms, or the negotiations leading thereto, or the Stipulation, its terms, or the negotiations thereto except in court papers to effectuate the Agreement or if required by legal process or required by law until the motion for preliminary approval is filed; (ii) will not publicly disparage or impugn the reputation of Defendant in a manner that causes damages to the Defendant, including on social media, except that nothing in this provision shall prevent Plaintiff from making any truthful statement in connection with any legal proceeding or any investigation by any governmental authority; and (iii) as of the date YOU sign this Agreement, YOU are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from and will opt-out of any such actions.

9. YOU further agree that unless required to do so by law, YOU will not testify, provide documents, or otherwise participate, or request others to participate on YOUR behalf, in any proceeding or litigation that is related to any conduct by any Defendant Releasee as of the date of this Agreement. Notwithstanding the foregoing, the parties agree that this Agreement does not prohibit or restrict YOU from providing information to or cooperating with Congress, the Securities and Exchange Commission (“SEC”), the Commodity Futures Trading Commission (“CFTC”), the Consumer Financial Protection Bureau (“CFPB”), the EEOC, the Occupational Safety and Health Administration (“OSHA”), the National Labor Relations Board (“NLRB”) or any other federal, state, or local government, regulatory, or law enforcement agency (“Government Agencies”), the Financial Industry Regulatory Authority (“FINRA”), or any other self-regulatory organization (“SRO”). This Agreement also does not limit YOUR right to receive an award for information provided to any Government Agencies other than for charges filed with the EEOC or a corresponding state or local agency as set forth above.

10. YOU agree to not disparage or impugn the reputation of any Defendant Releasee. Notwithstanding the foregoing, the parties agree that this Agreement does not prohibit or restrict YOU from reporting to Defendant’s management or directors regarding conduct YOU believe to be in violation of the law or prohibit or restrict YOU from providing information to or cooperating with any Government Agencies or any SROs.

11. This Agreement does not limit YOUR ability to communicate with any Government Agencies or SRO or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency or SRO, including providing documents or other information, without notice to Defendant.

12. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Texas, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

14. YOU acknowledge and agree that:

- a. YOU have obtained independent legal advice from an attorney of YOUR own choice with respect to this Agreement, or YOU have knowingly and voluntarily chosen not to do so.
- b. YOU have read and understand this entire Agreement, and YOU have entered into this Agreement knowingly and voluntarily.
- c. YOU have had a minimum of twenty-one (21) days to review and consider this Agreement. YOU further acknowledge that if YOU sign this Agreement prior to the expiration of this twenty-one (21) day review period, YOU are voluntarily waiving the remainder of the review period.
- d. YOU have a right to revoke this Agreement by notifying Stefanie R. Moll, Morgan, Lewis & Bockius LLP, 1000 Louisiana St, Suite 4000, Houston, Texas, 77002 (Facsimile: (713) 890-5001) in writing, via hand delivery, or facsimile, within seven (7) days of YOUR execution of this Agreement.
- e. In the event that you fail to execute and return this Agreement within twenty-one (21) days following the date of Final Approval, this Agreement will be of no force or effect, and neither you nor Defendant will have any rights or obligations hereunder.
- f. This Agreement shall become effective immediately upon expiration of the period described in Paragraph 14(d) of this agreement (the "Effective Date"), provided you have not exercised YOUR right to revoke.

THEREFORE, the parties now voluntarily and knowingly execute this Agreement and General Release.

DATED: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
[Insert Name]

DATED: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
On Behalf of Defendant  
JPMorgan Chase Bank, N.A.

# Exhibit 4

**AGREEMENT AND GENERAL RELEASE**

**[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]**

JPMorgan Chase Bank, N.A. (the “Defendant”) and <<Enhancement Award Recipient Name>> (on behalf of him or herself, his or her respective current, former and future representatives, heirs, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Agreement and General Release (the “Agreement”) and agree that:

In consideration for YOUR execution of this Agreement and compliance with the promises made herein:

1. Defendant will pay YOU an Enhancement Award in the amount of two thousand dollars and zero cents (\$2,000.00), from the Maximum Settlement Amount, as defined in the Joint Stipulation of Settlement and Release, dated [REDACTED], governing the settlement of *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co*, Case No. 4:17-cv-03786 (S.D. Tex.) (the “Stipulation”). This payment shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service on IRS Form W-2. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Stipulation.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to the Enhancement Award (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel nor Defendant or its counsel make any representations concerning any tax consequences of this Agreement or participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. “Defendant Releasees” shall mean JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., and their current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

4. YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising at any time up to and including the

date of Final Approval (as defined in the Stipulation), for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief (the "General Released Claims"). The General Released Claims include, but are not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims (as defined in the Stipulation), and, if YOU accept YOUR Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. The General Released Claims are intended to reflect a full and general release of claims, and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the General Released Claims, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. If you are no longer employed by Defendant as of the Preliminary Approval Date (as defined in the Stipulation), YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) or assignment or work (as a temporary worker, independent contractor or consultant) or any other position in which YOU receive payment either directly or indirectly from Defendants, and that this Release shall be a complete bar to any such application, employment, continued employment, re-employment or work. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Stipulation; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

5. YOU expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the date of Final Approval (as defined in the Stipulation), which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.

6. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Agreement, up to and including the date of Final Approval, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that

employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

7. YOU agree: (1) that YOU been paid for any and all undisputed wages; (2) that YOU and Defendants have reached an amicable agreement regarding any and all amounts of disputed wages; and (3) that YOU are releasing Defendants from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendants have reached an amicable agreement regarding the payment of the disputed wages.

8. YOU further covenant that YOU (i) will not disclose to individuals other than YOUR immediate family, tax preparers, and attorneys this Agreement, its terms, or the negotiations leading thereto, or the Stipulation, its terms, or the negotiations thereto except in court papers to effectuate the Agreement or if required by legal process or required by law until the motion for preliminary approval is filed; (ii) will not publicly disparage or impugn the reputation of Defendant in a manner that causes damages to the Defendant, including on social media, except that nothing in this provision shall prevent Plaintiff from making any truthful statement in connection with any legal proceeding or any investigation by any governmental authority; and (iii) as of the date YOU sign this Agreement, YOU are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from and will opt-out of any such actions.

9. YOU further agree that unless required to do so by law, YOU will not testify, provide documents, or otherwise participate, or request others to participate on YOUR behalf, in any proceeding or litigation that is related to any conduct by any Defendant Releasee as of the date of this Agreement. Notwithstanding the foregoing, the parties agree that this Agreement does not prohibit or restrict YOU from providing information to or cooperating with Congress, the Securities and Exchange Commission (“SEC”), the Commodity Futures Trading Commission (“CFTC”), the Consumer Financial Protection Bureau (“CFPB”), the EEOC, the Occupational Safety and Health Administration (“OSHA”), the National Labor Relations Board (“NLRB”) or any other federal, state, or local government, regulatory, or law enforcement agency (“Government Agencies”), the Financial Industry Regulatory Authority (“FINRA”), or any other self-regulatory organization (“SRO”). This Agreement also does not limit YOUR right to receive an award for information provided to any Government Agencies other than for charges filed with the EEOC or a corresponding state or local agency as set forth above.

10. YOU agree to not disparage or impugn the reputation of any Defendant Releasee. Notwithstanding the foregoing, the parties agree that this Agreement does not prohibit or restrict YOU from reporting to Defendant’s management or directors regarding conduct YOU believe to be in violation of the law or prohibit or restrict YOU from providing information to or cooperating with any Government Agencies or any SROs.

11. This Agreement does not limit YOUR ability to communicate with any Government Agencies or SRO or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency or SRO, including providing documents or other information, without notice to Defendant.

12. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Texas, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

14. YOU acknowledge and agree that:

- a. YOU have obtained independent legal advice from an attorney of YOUR own choice with respect to this Agreement, or YOU have knowingly and voluntarily chosen not to do so.
- b. YOU have read and understand this entire Agreement, and YOU have entered into this Agreement knowingly and voluntarily.
- c. YOU have had a minimum of twenty-one (21) days to review and consider this Agreement. YOU further acknowledge that if YOU sign this Agreement prior to the expiration of this twenty-one (21) day review period, YOU are voluntarily waiving the remainder of the review period.
- d. YOU have a right to revoke this Agreement by notifying Stefanie R. Moll, Morgan, Lewis & Bockius LLP, 1000 Louisiana St, Suite 4000, Houston, Texas, 77002 (Facsimile: (713) 890-5001) in writing, via hand delivery, or facsimile, within seven (7) days of YOUR execution of this Agreement.
- e. In the event that you fail to execute and return this Agreement within twenty-one (21) days following the date of Final Approval, this Agreement will be of no force or effect, and neither you nor Defendant will have any rights or obligations hereunder.
- f. This Agreement shall become effective immediately upon expiration of the period described in Paragraph 14(d) of this agreement (the "Effective Date"), provided you have not exercised YOUR right to revoke.

THEREFORE, the parties now voluntarily and knowingly execute this Agreement and General Release.

DATED: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
[Insert Name]

DATED: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
On Behalf of Defendant  
JPMorgan Chase Bank, N.A.

# Exhibit 5

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SHANNON RIVENBARK and KAYLAH  
CASUCCIO, Individually and on behalf  
of all others similarly situated

*Plaintiffs,*

v.

JPMORGAN CHASE & CO.

*Defendant.*

§  
§ Civil Action No. 4:17-cv-03786  
§  
§ JURY TRIAL DEMANDED  
§  
§ COLLECTIVE ACTION  
§ PURSUANT TO 29 U.S.C. § 216(b)  
§  
§ CLASS ACTION PURSUANT TO  
§ FED. R. CIV. P. 23(b)  
§

**[PROPOSED] JUDGMENT**

WHEREAS, Plaintiffs Shannon Rivenbark and Kaylah Casuccio and Defendant JPMorgan Chase Bank, N.A., improperly named as JPMorgan Chase & Co., entered into a Joint Stipulation of Settlement Agreement and Release dated \_\_\_\_\_, 2019 (the “Agreement”);

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_, the Court entered an Order that, among other things, (a) preliminary certified, pursuant to Federal Rule of Civil Procedure 23 and 29 U.S.C. 216(b), a class and collective action for the purposes of settlement only; (b) approved the form of notice to Class Members, and the method of dissemination thereof; (c) directed that appropriate notice of the settlement be given to the Class; and (d) set a hearing date for settlement fairness hearing. ECF No. \_\_\_\_.

WHEREAS, the notice to the Class ordered by the Court in its Order has been provided, as attested to in the Declaration of Clif Alexander, filed with the Court on \_\_\_\_\_, \_\_\_\_\_. ECF No. \_\_\_\_.

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_ a hearing was held on whether the settlement set forth in the Agreement was fair, reasonable, adequate, and in the best interests of the Class, such a hearing date being a due and appropriate number of days after such notice to the Class;

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the argument of counsel, having determined that the settlement set forth in the Agreement is fair, reasonable, adequate, and in the best interests of the Class, and noting that, as set forth in the Agreement, and good cause appearing therefore orders as follows,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. The Court incorporates by reference the definitions set forth in the Agreement.
2. This Court has personal jurisdiction over all Plaintiffs, Class Members, Opt-in Plaintiffs, and FLSA Collective Action Members, and has subject matter jurisdiction over all claims asserted in the Second Amended Complaint. In addition, venue in the Southern District of Texas is proper.
3. The Agreement is approved as fair, reasonable, and adequate, consistent and in compliance with the applicable provisions of the United States Constitution and the Federal Rules of Civil Procedure, and in the best interest of the Class. The Agreement is binding on, and will have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Agreement and the Release maintained either by or on behalf of Plaintiffs and all other Class Members, as well as their past, current, and future heirs, representatives, executors, administrators, attorneys, predecessors, successors, and assigns.
4. The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:
  - (a) Constituted the best practicable notice, under the circumstances;

(b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;

(c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and

(d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3)..

5. For settlement purposes only, that the Class and FLSA Collective satisfy the applicable standards for certification under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b).6. The Agreement in this action warrants final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure because it is fair, adequate, and reasonable to those it affects, and resulted from vigorously contested litigation, including meaningful discovery, motion practice and additional merits discovery, and extensive good-faith arm's length negotiations between the parties, and is in the public interest considering the following factors:

- (a) the strength of the plaintiffs' case;
- (b) the risk, expense, complexity and likely duration of further litigation;
- (c) the risk of litigation through trial;
- (d) the amount offered in settlement;
- (e) the extent of discovery completed, and the stage of the proceedings;
- (f) the experience and views of counsel; and

(g) the reaction of the class members to the proposed settlement.

7. Class Counsel and the Plaintiffs adequately represented the Class for purposes of entering into and implementing the settlement.

8. Class Counsel's requested fees and expenses under the Agreement, and as set out in their Motion for Fees and Costs (ECF No. \_\_\_\_), are fair and were reasonably and necessarily incurred.

9. The Enhancement Awards for the Recipients, as set forth in Section VII.3.6.2 of the Agreement, are approved and shall be allocated among the recipients as follows: Two Thousand Dollars and Zero Cents (\$2,000.00) to the individuals who were deposed and Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiffs Rivenbark and Casuccio to compensate them for their unique services in initiating and/or maintaining this litigation.

10. Nothing relating to this Order, or any communications, papers, or orders related to the Agreement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or Defendant Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class Members, the FLSA Collective Members, or any other person, or that class or collective action certification is appropriate in this or any other matter. There has been no determination by any Court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class should be certified, other than for settlement purposes only. Furthermore, nothing in the parties' Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or Defendant Releasees.

11. In consideration of the Settlement Payments, and for other good and valuable consideration, each of the Class Members shall, by operation of this Judgment, have fully, finally, and forever released, relinquished, and discharged all Released Federal Law Claims and Released State and Local Law Claims against Defendant in accordance with the terms of the Agreement and as Released

Federal Law Claims and Released State and Local Law Claims are defined in the Agreement, shall have covenanted not to sue Defendant with respect to all such Released Federal Law Claims and Released State and Local Law Claims, and shall be permanently barred and enjoined from instituting, commencing, prosecuting or asserting any such Released Federal Law Claims and Released State and Local Law Claims against Defendant or Defendant Releasees.

12. In the event that the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, and without prejudice to the status quo ante rights of Plaintiffs, Class Members, and Defendant.

13. All Class Members and/or their representatives who have not been excluded from the Class are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits from any other lawsuit (including putative class action lawsuits), arbitration, administrative, regulatory, or other proceeding, order, or cause of action in law or equity in any jurisdiction that is in any way related to the lawsuit and the Released Federal Law Claims and Released State and Local Law Claims.

14. The Court retains jurisdiction over all proceedings arising out of or related to the Agreement.

15. This lawsuit (including all individuals claims and Class claims presented thereby) is dismissed on the merits and with prejudice, without fees or costs to any party, except as provided above and/or in the Agreement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2019

---

The Honorable Keith P. Ellison  
United States District Judge

# Exhibit 6

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SHANNON RIVENBARK and KAYLAH  
CASUCCIO, Individually and on behalf  
of all others similarly situated

*Plaintiffs,*

v.

JPMORGAN CHASE & CO.

*Defendant.*

§  
§ Civil Action No. 4:17-cv-03786  
§  
§ JURY TRIAL DEMANDED  
§  
§ COLLECTIVE ACTION  
§ PURSUANT TO 29 U.S.C. § 216(b)  
§  
§ CLASS ACTION PURSUANT TO  
§ FED. R. CIV. P. 23(b)  
§

**[PROPOSED] ORDER**

On \_\_\_\_\_, 2019, the Court heard a motion by Plaintiffs Shannon Rivenbark and Kaylah Casuccio (“Plaintiffs”) and JPMorgan Chase Bank, N.A., improperly named JPMorgan Chase & Co. (“Defendant”) for preliminary approval of a class and collective action settlement (the “Motion”). The Court has considered the Motion, the Joint Stipulation of Class and Collective Action Settlement and Release (the “Agreement”), the proposed Notice of Proposed Class and Collective Action Settlement and proposed Claim Form, and the submissions of counsel, and hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the class and collective action settlement memorialized in the Agreement, filed with the Court, falls within the range of reasonableness and, therefore, preliminarily approves its terms as it meets the requirements for preliminary approval.

2. The Court conditionally certifies, for settlement purposes only, the following Class and Collective:

Class Members: all persons employed by Defendant as a Call Center Employee at any time from December 14, 2014 through the date this Order is granted and who: (i) have not otherwise released or extinguished their claims; and (ii) do not timely submit a valid Opt-Out Request.

Opt-In Plaintiffs: All individuals other than Plaintiffs who filed consent forms in the above-captioned matter as of May 1, 2019.

FLSA Collective Action Members: all persons employed by Defendant as a Call Center Employee at any time from December 14, 2014 through the date this Order is granted and who have not otherwise released or extinguished their claims.

The Court finds that, for settlement purposes only, the requirements of 29 U.S.C. § 216, Federal Rule of Civil Procedure 23(a), and Federal Rule of Civil Procedure 23(b)(3) are satisfied, with the exception of the manageability requirement of Rule 23(b)(3), which the Court need not address for purposes of settlement. This Order shall not be cited in this or any matter for the purpose of seeking class or collective certification, opposing decertification, or for any other purpose, other than enforcing the terms of the Agreement.

3. The Court appoints, for settlement purposes only, Shannon Rivenbark and Kaylah Casuccio as Class Representatives.

4. The Court appoints, for settlement purposes only, ANDERSON ALEXANDER, PLLC as Class Counsel.

5. The Court appoints KCC, LLC as Settlement Administrator.

6. The Court approves, as to form and content, the Notice of Proposed Class and Collective Action Settlement, the Claim Form, and the Cure Letter, attached to the Agreement as Exhibits 2, 1, and 9, respectively. The Settlement Administrator is ordered to mail those documents to the members of the Classes as provided in the Agreement.

7. The Court further finds Defendant has consented to Plaintiffs' filing their Second Amended Complaint, which was attached as Exhibit 8 to the Settlement Agreement. Defendant shall not be required to answer or respond to the Second Amended Complaint, which is filed to effectuate this settlement, and shall have all defenses preserved.

8. Each Class Member (other than the Opt-In Plaintiffs and Named Plaintiffs) will have forty (40) days after the date on which the Settlement Administrator mails the Notice of Proposed

Class and Collective Action Settlement to submit a Claim Form, Opt-Out Request, or to object to the Settlement, as described in the Agreement and the Class and Collective Action Notice.

9. The Court will conduct a Final Approval Hearing on \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m./p.m., or as soon thereafter as the matter may be heard, to confirm the overall fairness of the settlement and to fix the amount of reasonable attorneys' fees and costs to Class Counsel and enhancement payments to the Class Representatives. The Final Approval Hearing may be continued without further notice to members of the Classes. Class Counsel shall file their motion for reasonable attorneys' fees, costs, and the Class Representative payment sought in the Settlement, on or before \_\_\_\_\_, 2020. Class Counsel shall file their motion for final settlement approval, along with a list (which may be filed under seal) containing the names of all members of the Class as defined in the Agreement, on or before \_\_\_\_\_, 2020.

10. The Court enjoins Class Members under the All Writs Act, 28 U.S.C. § 165, from filing or prosecuting up to the date of entry of a Final Approval Order, or the voiding of the Agreement, any claims, suits, or administrative proceedings regarding claims released by them under the Agreement unless and until such Class Members have submitted valid and timely Opt-Out Requests with the Claims Administrator and the Claim Form Deadline has elapsed.

10. An implementation schedule is below:

Defendant to provide Database of Class Members to Claims Administrator [15 business days after preliminary approval]	_____, 2019
Claims Administrator to mail notice packets [21 business days after preliminary approval]	_____, 2019
Deadline for Class Members to return their Claim Form, request exclusion and/or object to Settlement [40 days after mailing of Notice Packets]	_____, 2020
Class Counsel to file Motion for Attorneys' Fees, Costs, and Class Representative Service Awards [no later than 7 days before Fairness Hearing]	_____, 2020

and at least 30 days after Claim Form Deadline]

Plaintiffs to file Motion for Final Settlement Approval \_\_\_\_\_, 2020  
[same]

Fairness Hearing \_\_\_\_\_, 2020

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2019

---

The Honorable Keith P. Ellison  
United States District Judge

# Exhibit 7

## Exhibit 7

## Compendium of State-Specific Wage and Hour Claims

State	State and local claims
AZ	A.R.S. §§ 23-350 to 23-365
CA	Cal. Lab. Code §§ 201–203, 212–213, 226, 226.7, 510, 512, 1182.12, 1194 <i>et seq.</i> , 1197, 1197.1 <i>et seq.</i> , 2800, 2802, and 2810.5
CO	Colo. Rev. Stat. Ann. §§ 8-4-101 to 8-4-123 7 Colo. Code Regs. §§ 1103-1, 1103-1(7), and 1103-1:20
CT	Conn. Gen. Stat. Ann. §§ 31-51ii and 31-58 to 31-76o
DE	19 Del. Code §§ 707, 901 to 914, 1101 to 1115
FL	Fla. Stat §§ 448.01 and 448.110 Article X, Section 24 of the Florida Constitution Miami-Dade County, Fla., Code of Ordinances, §§ 22-1 to 22-6 Hillsborough County, Fla., Ch. 51, §§ 51-1 to 51-12, Ord. No. 15-25 Pinellas County, Fla., Code of Ordinances, §§ 70-301 to 70-310
GA	O.C.G.A. §§ 34-4-1 to 34-4-6 and 34-7-2
IL	820 ILCS 105/1 to 105/15, 115/1 to 115/15, and 140/1 to 140/9 Chi. Mun. Code §§ 1-24-010 to 1-24-110 Cook County, Ill., Code of Ordinances §§ 34-179, 42-11 to 42-23, 54-391, and 74-74
IN	Ind. Code Ann. §§ 22-2-2-1 to 22-2-2-13, 22-2-4-1 to 22-2-4-6, 22-2-5-0.3 to 22-2-5-3, 22-2-6-1 to 22-2-6-4, and 22-2-9-1 to 22-2-9-7
KY	KRS 337.015 to 337.075, 337.275 to 337.405, and 337.990
LA	La. R.S. 23:631 to 23:642
MI	MCL 408.384a, 408.471 to 408.490, and 408.931 to 408.945
MO	RSMo §§ 290.080 to 290.090 and 290.500 to 290.530
NH	N.H. RSA §§ 273.11-a, 275:30-a, 275:43-a, 275:43-b, 275:43(V), 275:48, 275:49, and 279:21
NJ	N.J.S.A. 34:11-4.1 to 34:11-4.14 and 34:11-56a to 34:11-56a38
NY	N.Y. Lab. Law §§ 162, 218, and 650 to 665 N.Y. Comp. Codes. R. & Regs. Tit. 12 § 142-2.2
OH	Ohio Const. art. II, § 34a O.R.C. §§ 4111.01–4111.03, 4111.08, 4111.10, and 4113.15
OK	Okla. Stat. Tit. 40, §§ 165.1 to 165.9 and 197.1 to 200
PA	43 P.S. §§ 260.1 to 260.45 and 333.101 to 333.115
TN	T.C.A. §§ 50-2-101 to 50-2-113
TX	Tex. Lab. Code Ann. §§ 61.001 to 61.095 and 62.001 to 62.205
UT	Utah Code §§ 34-28-1 to 34-28-19 and 34-40-101 to 34-40-205 Utah Admin. Code R. 610-1
VA	Va. Code Ann. §§ 21-3-10a, 21-3-14, and 40.1-28.8 to 40.1-28.12

WA	RCW 49.28.010 to 49.28.100 and 49.46.005 to 49.46.920 Wash. Admin. Code 296-126-040 Seattle Mun. Code §§ 14.19.010 to 14.19.120, 14.20.010 to 14.20.100, and 14.22.010 to 14.22.150
WI	Wis. Stat. §§ 103.01 to 103.03, 104.001 to 104.12, and 109.03 Wis. Admin. Code DWD §§ 274.01 to 274.08
WV	W. Va. Code §§ 21-5-1 to 21-5-18 and 21-5C-1 to 21-5C-11

# Exhibit 8

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SHANNON RIVENBARK and KAYLAH  
CASUCCIO, Individually and on behalf  
of all others similarly situated

*Plaintiff,*

v.

JPMORGAN CHASE & CO.

*Defendant.*

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

Civil Action No. 4:17-cv-03786

**JURY TRIAL DEMANDED**

**COLLECTIVE ACTION**

**PURSUANT TO 29 U.S.C. § 216(b)**

**CLASS ACTION PURSUANT TO  
FED. R. CIV. P. 23(b)**

---

**PLAINTIFFS' SECOND AMENDED COLLECTIVE/CLASS ACTION COMPLAINT**

---

Plaintiffs Shannon Rivenbark and Kaylah Casuccio bring this action individually and on behalf of all current and former non-exempt call center employees (hereinafter “Plaintiff and the Putative Class Members”) who worked for JPMorgan Chase Bank, N.A., (improperly named as JPMorgan Chase & Co.) (hereinafter “Defendant” or “Chase”), at any time from December 14, 2014 through the final disposition of this matter, as a collective action pursuant to the provisions of Sections 207 and 216(b) of the Fair Labor Standards Act of 1938, as amended 29 U.S.C. § 216(b) to recover compensation, liquidated damages, and attorneys’ fees and costs, and as a class action pursuant to Federal Rule of Civil Procedure 23 for their federal, state-law, local, and common law claims related to wage and hour matters, including, but not limited to, claims for unpaid straight and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

Plaintiffs' FLSA claims are asserted as a collective action under Section 16(b) of the FLSA while their respective state law claims are asserted as a class action under Federal Rule of Civil Procedure 23.

## **I. OVERVIEW**

1. This is a collective action to recover overtime wages and liquidated damages brought pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et. seq.*, and a class action pursuant to state and local wage and hour laws to recover additional unpaid compensation.

2. Plaintiffs and the Putative Class Members are those similarly situated persons who worked for Chase in call centers throughout the United States at any time in the past three years through the final disposition of this matter, and were not properly paid in violation of state and federal law.

3. Specifically, Chase enforced a uniform company-wide corporate policy wherein it improperly required its non-exempt hourly employees—Plaintiffs and the Putative Class Members—to perform work off the clock and without pay.

4. Chase's company-wide policies caused Plaintiffs and the Putative Class members to have hours worked that were not compensated and further created a miscalculation of their regular rate(s) of pay for purposes of calculating their overtime compensation each workweek.

5. Although Plaintiffs and the Putative Class Members routinely work (and worked) in excess of forty (40) hours per workweek, Plaintiffs and the Putative Class Members were not paid for all of their hours worked and were not paid overtime of at least one and one-half their regular rates for all hours worked in excess of forty (40) hours per workweek.

6. Chase has knowingly and deliberately failed to compensate Plaintiffs and the Putative Class Members for all hours worked, and for all hours worked in excess of forty hours each workweek on a routine and regular basis in the last three years.

7. Plaintiffs and the Putative Class Members did not and currently do not perform work that meets the definition of exempt work under the FLSA, or the respective state wage and hour laws.

8. Plaintiffs and the Putative Class Members seek to recover based on claims for federal, state-law, local, and common law claims related to Chase's alleged violations of wage and hour laws, including, but not limited to, claims for unpaid straight time and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records, as a collective action pursuant to 29 U.S.C. § 216(b), and as a class action pursuant to Federal Rule of Civil Procedure 23.

9. Plaintiffs pray that the Rule 23 classes are certified as defined herein, and that Plaintiffs Shannon Rivenbark and Kaylah Casuccio designated herein be named as Class Representatives for the Rule 23 Class.

## **II. THE PARTIES**

10. Plaintiff Shannon Rivenbark ("Rivenbark") was employed by Chase within this judicial district and within the relevant time period. Plaintiff Rivenbark did not receive all of her straight-time compensation and overtime compensation for all hours worked in excess of forty (40) hours per workweek.<sup>1</sup>

11. Plaintiff Kaylah Casuccio ("Casuccio") was employed by Chase within the relevant time period. Plaintiff Casuccio did not receive all of her straight-time compensation and overtime compensation for all hours worked in excess of forty (40) hours per workweek.<sup>2</sup>

---

<sup>1</sup> The written consent of Shannon Rivenbark is on file with the Court at ECF No. 1-1.

<sup>2</sup> The written consent of Kaylah Casuccio is on file with the Court at ECF No. 13-1.

12. The FLSA Collective Members are those current and former call-center employees who were employed by Chase at any time from December 14, 2014 through the final disposition of this matter, and did not receive the proper amount of overtime compensation.

13. The Rule 23 Class Members are those current and former call-center employees who were employed by Chase at any time from December 14, 2014, through the date the Court grants preliminary approval of the settlement of this matter.

14. Defendant JPMorgan Chase Bank N.A. (hereinafter “Chase”) is a foreign for-profit corporation, licensed to and doing business in Texas. Chase has answered and appeared herein.

### **III. JURISDICTION & VENUE**

15. This Court has federal question jurisdiction over this case pursuant to 28 U.S.C. § 1331 as this is an action arising under 29 U.S.C. § 201 *et. seq.*

16. This Court has supplemental jurisdiction over the additional state law claims pursuant to 28 U.S.C. § 1367.

17. This Court has personal jurisdiction over Chase because the cause of action arose within this district as a result of Chase’s conduct within this District and Division.

18. Venue is proper in the Southern District of Texas because Chase maintains a working presence throughout this District and Division and Plaintiff Rivenbark worked for Chase in this District and Division.

19. Specifically, Chase has maintained a working presence throughout the State of Texas (and the United States), and Plaintiff Rivenbark worked in Houston, Texas throughout her employment with Chase, all of which are located within this District and Division.

20. Venue is therefore proper in this Court pursuant to 28 U.S.C. § 1391(b).

### **V. ADDITIONAL FACTS**

21. Chase is a leading global financial services firm and claims to serve, “nearly half of America’s households with a broad range of financial services, including personal banking, credit cards, mortgages, auto financing, investment advice, small business loans, and payment processing.”<sup>3</sup>

22. Upon information and belief, Chase is a publicly traded, global financial services firm operating throughout the United States, including Houston, Texas.

23. Plaintiffs’ and the Putative Class Members’ job duties consisted of, among other things, answering phone calls made by Chase’s customers, answering customer inquiries, checking customer accounts, troubleshooting on behalf of customers, and identifying possible fraudulent purchases reported by customers.

24. Plaintiff Rivenbark was employed by Chase as a Fraud Analyst from approximately January 2010 until May 2016.

25. Plaintiff Casuccio was employed by Chase as a Credit Card Fraud Specialist 1 in Columbus, Ohio from approximately March 2017 to October 2017.

26. Plaintiffs and the Putative Class Members are non-exempt employees paid by the hour.

27. Plaintiffs and the Putative Class Members worked (and continue to work) approximately forty (40) of on the clock hours per week.

28. In addition to their forty (40) “on-the-clock” hours, Plaintiffs and the Putative Class Members worked (and continue to work) approximately two and a half (2 ½) to five (5) hours of “off-the-clock” per week and they were not compensated for that time.

29. Plaintiffs and the Putative Class Members were not (and continue to not be) compensated for all the hours they worked for Chase as a result of Chase’s corporate policy and practice of requiring all call center employees to be ready to take their first phone call the moment their official shift starts.

---

<sup>3</sup> <https://www.chase.com/digital/resources/about-chase>.

30. Specifically, Plaintiffs and the Putative Class Members are required to start and log into their computer, open multiple different Chase computer programs, log in to each Chase program, and ensure that each Chase program is running correctly, all of which can take up to thirty (30) minutes to one (1) hour to have ready in order to take their first phone call, which comes in as soon as their official shift starts.

31. During this start up time, Plaintiffs and the Putative Class Members were not compensated, yet they were expected to have completed this process in advance of their official start time.

32. Chase required Plaintiffs and the Putative Class Members to be ready to accept their first customer call at the moment the employee's official shift starts. Chase also required that Plaintiffs and the Putative Class Members must have logged on and have all the requisite computer programs running before their first phone call at the start of their official shift. As such, Chase required (and continues to require) that Plaintiffs and the Putative Class Members perform these start up tasks "off-the-clock" before their official shift begins.

33. As a result of Chase's corporate policy and practice of requiring Plaintiffs and the Putative Class Members to perform these start up tasks before their shifts begin, Plaintiffs and the Putative Class Members were not (and continue to not be) compensated for all hours, including all worked in excess of forty (40) in a workweek at the rates required by the FLSA.

34. Chase employed (and continues to employ), other individuals who perform(ed) the same or similar job duties under the same pay provisions as Plaintiffs.

35. Chase was (and continues to be) aware of its obligation to pay overtime for all hours worked in excess of forty (40) each week to Plaintiffs and the Putative Class Members but failed to do so.

36. Because Chase did not pay Plaintiffs and the Putative Class Members time and a half for all hours worked in excess of forty (40) in a workweek, Chase's pay policies and practices violated the FLSA.

37. Because Chase did not follow state, local, and common law wage and hour laws, Plaintiffs and the Putative Class Members have claims for unpaid straight time and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

## VI. FLSA COLLECTIVE ACTION CLAIMS

### COUNT ONE

#### A. FLSA COVERAGE

38. All previous paragraphs are incorporated as though fully set forth herein.

39. The FLSA Collective is defined as:

**ALL CALL-CENTER EMPLOYEES WHO WERE EMPLOYED BY JPMORGAN CHASE BANK, N.A., AT ANY TIME FROM DECEMBER 14, 2014 THROUGH THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT OF THIS MATTER. ("FLSA Collective" or "FLSA Collective Members")**

40. At all times hereinafter mentioned, Chase has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

41. At all times hereinafter mentioned, Chase has been an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, or in any closely related process or occupation directly essential to the production thereof, and in that that enterprise has had, and has,

an annual gross volume of sales made or business done of not less than \$500,000.00 (exclusive of excise taxes at the retail level which are separately stated).

42. During the respective periods of Plaintiffs' and the FLSA Collective Members' employment by Chase, these individuals provided services for Chase that involved interstate commerce for purposes of the FLSA.

43. In performing the operations hereinabove described, Plaintiffs and the FLSA Collective Members were engaged in commerce or in the production of goods for commerce within the meaning of §§ 203(b), 203(i), 203(j), 206(a), and 207(a) of the FLSA. 29 U.S.C. §§ 203(b), 203(i), 203(j), 206(a), 207(a).

44. Specifically, Plaintiffs and the FLSA Collective Members are (or were) non-exempt employees of Chase who assisted customers who live throughout the United States. 29 U.S.C. § 203(j).

45. At all times hereinafter mentioned, Plaintiffs and the FLSA Collective Members are (or were) individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206–07.

46. The proposed class of similarly situated employees, i.e. putative class members, sought to be certified pursuant to 29 U.S.C. § 216(b), is defined in Paragraph 39.

47. The precise size and identity of the proposed class should be ascertainable from the business records, tax records, and/or employee and personnel records of Chase.

**B. FAILURE TO PAY WAGES AND OVERTIME UNDER THE FAIR LABOR STANDARDS ACT**

48. Chase violated provisions of Sections 6, 7 and 15 of the FLSA, 29 U.S.C. §§ 206, 207, and 215(a)(2) by employing individuals in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than forty (40) hours without compensating such non-exempt employees for all of the hours they worked in excess of forty

(40) hours per week at rates at least one and one-half times the regular rates for which they were employed.

49. Moreover, Chase knowingly, willfully, and with reckless disregard carried out its illegal pattern of failing to pay Plaintiffs and other similarly situated employees the proper amount of overtime compensation for all hours worked. 29 U.S.C. § 255(a).

50. Chase knew or should have known its pay practices were in violation of the FLSA.

51. Chase is a sophisticated party and employer, and therefore knew (or should have known) its pay policies were in violation of the FLSA.

52. Plaintiffs and the FLSA Collective Members, on the other hand, are (and were) unsophisticated laborers who trusted Chase to pay them according to the law.

53. The decisions and practices by Chase to not pay for all hours worked and the proper amount of overtime for all hours worked was neither reasonable nor in good faith.

54. Accordingly, Plaintiffs and the FLSA Collective Members are entitled to be paid overtime wages for all hours worked in excess of forty (40) hours per workweek pursuant to the FLSA in an amount equal to one-and-a-half times their regular rate of pay, plus liquidated damages, attorneys' fees and costs.

### **C. COLLECTIVE ACTION ALLEGATIONS**

55. All previous paragraphs are incorporated as though fully set forth herein.

56. Pursuant to 29 U.S.C. § 216(b), this is a collective action filed on behalf of all of Chase's employees who are (or were) similarly situated to Plaintiffs with regard to the work they performed and the manner in which they were not paid.

57. Other similarly situated employees of Chase have been victimized by Chase's patterns, practices, and policies, which are in willful violation of the FLSA.

58. The FLSA Collective Members are defined in Paragraph 39.

59. Chase's failure to pay Plaintiffs and the FLSA Collective Members for all hours worked and overtime compensation at the rates required by the FLSA, results from generally applicable policies and practices of Chase, and does not depend on the personal circumstances of Plaintiffs or the FLSA Collective Members.

60. Thus, Plaintiffs' experiences are typical of the experiences of the Putative Class Members.

61. The specific job titles or precise job requirements of the various FLSA Collective Members does not prevent collective treatment.

62. All of the FLSA Collective Members—regardless of their specific job titles, precise job requirements, rates of pay, or job locations—are entitled to be properly compensated for all hours worked in excess of forty (40) hours per workweek.

63. Although the issues of damages may be individual in character, there is no detraction from the common nucleus of liability facts.

64. Absent a collective action, many members of the proposed FLSA collective likely will not obtain redress of their injuries and Chase will retain the proceeds of its violations.

65. Moreover, individual litigation would be unduly burdensome to the judicial system. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of the individual members of the classes and provide for judicial consistency.

66. Accordingly, the FLSA collective of similarly situated plaintiffs should be certified as defined as in Paragraph 39 and notice should be promptly sent.

## **VII. RULE 23 CLASS ACTION CLAIMS**

### **A. SCOPE OF THE RULE 23 CLASS**

67. Plaintiffs incorporate by reference all paragraphs and allegations set forth in the statement of facts of this complaint as though fully and completely set forth herein.

68. The Rule 23 Class is defined as:

**ALL CURRENT AND FORMER CALL-CENTER EMPLOYEES WHO WERE EMPLOYED BY JPMORGAN CHASE BANK, N.A., , AT ANY TIME FROM DECEMBER 14, 2014 THROUGH THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT OF THIS MATTER. (“Rule 23 Class” or “Rule 23 Class Members”).**

69. The Rule 23 Class members are entitled to recover damages from Chase under the respective statutory and common-law state law claims. These claims are independent of Plaintiffs’ claims for unpaid minimum wages and overtime pursuant to the FLSA, and they are therefore not preempted by the FLSA.

#### **B. CLASS ACTION ALLEGATIONS**

70. The State Law claims are brought as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of all similarly situated individuals employed by Chase.

71. Class action treatment of the Rule 23 Class Members’ claims is appropriate because, as alleged below, all of Rule 23’s class action requisites are satisfied.

72. The number of Rule 23 Class Members is so numerous that joinder of all class members is impracticable.

73. Plaintiffs are members of the Rule 23 Class, their claims are typical of the claims of the other Class Members, and they have no interests that are antagonistic to or in conflict with the interests of other class members.

74. Plaintiffs and their counsel will fairly and adequately represent the Rule 23 Class Members and their interests.

75. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact predominate over questions affecting only individual class members and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

76. Accordingly, the Rule 23 Class should be certified as defined in Paragraph \_\_\_.

**COUNT TWO**  
**(Alleging Violations of State, Local, and Common Law)**

77. Plaintiffs incorporate by reference all paragraphs and allegations set forth in the statement of facts of this complaint as though fully and completely set forth herein.

78. Plaintiffs allege Chase violated state and local wage and hour.

79. At all times hereinafter mentioned, Chase has been an “employer” within the meaning of the state, local, and common law wage and hour laws.

80. At all times hereinafter mentioned, the Rule 23 Class Members who worked for Chase have been “employees” within the meaning of the state, local, and common law wage and hour laws.

81. Chase owes the Rule 23 Class Members who worked for Chase for unpaid straight time and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

82. The Rule 23 Class Members who worked for Chase were not (and currently are not) exempt from the state, local, and common law wage and hour laws.

83. The Rule 23 Class Members who worked for Chase have suffered damages and continue to suffer damages as a result of Chase’s acts or omissions as described herein; though Chase is in possession and control of necessary documents and information from which they would be able to precisely calculate damages.

**VI.**  
**RELIEF SOUGHT**

84. Plaintiffs respectfully pray for judgment against Chase as follows:

- a. For an Order recognizing this proceeding as a collective action pursuant to Section 216(b) of the FLSA and certifying a collective consisting of the plaintiffs who have filed their consents to join this litigation as party plaintiffs;
  - b. For an Order certifying the Rule 23 Class as defined in Paragraph \_\_\_ and appointing Plaintiffs Shannon Rivenbark and Kaylah Casuccio as the Class Representatives.
  - c. For an Order pursuant to Section 16(b) of the FLSA finding Chase liable for unpaid back wages due to Plaintiffs (and those FLSA Collective Members who have joined in the suit), and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiffs (and those FLSA Collective Members who have joined in the suit);
  - d. For an Order awarding the Plaintiffs and the Rule 23 Class Members all damages allowed by the respective state laws;
  - e. For an Order awarding the costs and expenses of this action;
  - f. For an Order awarding attorneys' fees;
  - g. For an Order awarding pre-judgment and post-judgment interest at the highest rates allowed by law;
  - h. For an Order awarding Plaintiffs Rivenbark and Casuccio a service award as permitted by law;
  - i. For an Order compelling the accounting of the books and records of Chase;
- and
- j. For an Order granting such other and further relief as may be necessary and appropriate.

Date: November 13, 2019

Respectfully submitted,

**ANDERSON ALEXANDER, PLLC**

By: /s/ Clif Alexander

**Clif Alexander**

Federal I.D. No. 1138436

Texas Bar No. 24064805

[clif@a2xlaw.com](mailto:clif@a2xlaw.com)

**Austin W. Anderson**

Federal I.D. No. 777114

Texas Bar No. 24045189

[austin@a2xlaw.com](mailto:austin@a2xlaw.com)

**Lauren E. Braddy**

Federal I.D. No. 1122168

Texas Bar No. 24071993

[lauren@a2xlaw.com](mailto:lauren@a2xlaw.com)

**Alan Clifton Gordon**

Federal I.D. No. 19259

Texas Bar No. 00793838

[cgordon@a2xlaw.com](mailto:cgordon@a2xlaw.com)

**Carter T. Hastings**

Federal I.D. No. 3101064

Texas Bar No. 24101879

[carter@a2xlaw.com](mailto:carter@a2xlaw.com)

819 N. Upper Broadway

Corpus Christi, Texas 78401

Telephone: (361) 452-1279

Facsimile: (361) 452-1284

***Attorneys in Charge for Plaintiffs and the Putative  
Class Members***

**CERTIFICATE OF SERVICE**

I hereby certify that on November 13, 2019, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Southern District of Texas using the electronic case filing system of the court. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

/s/ Clif Alexander  
Clif Alexander

# Exhibit 9

[CLAIMS ADMINISTRATOR LETTERHEAD]

[DATE]

CLASS MEMBER NAME

Street Address

City, State Zip

**Re:** Settlement in *Shannon Rivenbark and Kaylah Casuccio, Individually and on behalf of all others similarly situated v. J.P. Morgan Chase & Co.*, Case No. 4:17-cv-03786 (U.S. District Court for the Southern District of Texas, Houston Division)

Dear [NAME]:

It appears that you have submitted inconsistent documentation with respect to whether you intend to participate in the above-referenced class and collective action settlement (the "Settlement"). Specifically, you have submitted both an Opt-Out Request and a Claim Form.

Please complete the information below to indicate whether it is your intention to participate in the Settlement, and return this form to:

[CLAIMS ADMINISTRATOR ADDRESS]

If this completed form is not received by **INSERT DATE**, you will be deemed to have elected to participate in the Settlement.

**I. PERSONAL INFORMATION**

Name (first, middle and last): \_\_\_\_\_

Home Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Telephone Number: (\_\_\_\_) \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**II. PLEASE CHOOSE ONE (AND ONLY ONE) OF THE FOLLOWING OPTIONS:**

\_\_\_\_\_ I elect to opt-out of participating in the Settlement. I understand this means that I will not be eligible to receive any Settlement Payment.

\_\_\_\_\_ I consent to join in the FLSA portion of this collective action settlement and be represented by Shannon Rivenbark, Kaylah Casuccio, and their

counsel pursuant to 29 U.S.C. § 216(b). I agree not to sue or otherwise make a claim against any of the Defendant Releasees as to any of the Released Federal Law Claims and Released State and Local Law Claims. I also affirm that I have read and understand the Release of Claims set forth in the Notice of Proposed Class and Collective Action Settlement and the Claim Form and agree to be legally bound by the Release of Claims.

**III. PLEASE SIGN BELOW**

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements made by me on this form are true and correct.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**Return this form for receipt by **INSERT DATE** to  
[CLAIMS ADMINISTRATOR ADDRESS]**