

Exhibit A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**DANA CHAMBERS and
SHAQUETTA FULTZ, Individually
and on Behalf of All Others Similarly
Situating,**

Plaintiffs,

v.

**CHASE BANK USA, N.A.,

Defendant.**

Case No. 1:11-CV-6014

Magistrate Judge Arlander Keys

JOINT STIPULATION AND SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between DANA CHAMBERS and SHAQUETTA FULTZ (as “Class Representatives”), on behalf of themselves and all others similarly situated, on the one hand, and CHASE BANK USA, N.A. (“Chase”), as defined herein at Section 1.15, on the other hand, hereinafter all referred to jointly as “Settling Parties,” as set forth below:

I. THE CONDITIONAL NATURE OF THIS STIPULATION

This Stipulation and Settlement Agreement and all associated exhibits or attachments (herein “Stipulation”) is made for the sole purpose of settling the Litigation on a collective and class-wide basis. This Stipulation and the settlement it evidences is made in compromise of disputed claims. Because this action was pled as a class action, this settlement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Stipulation and associated settlement on a conditional basis. In the event that the Court does not enter the Order Granting Final Approval of Settlement, or in the event that 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 I, IV, 2.12.4, 2.12.5 and those provisions relating to the return of documents and discovery set forth in section 2.13) shall be deemed null and void *ab initio*, it shall be

of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Stipulation shall remain confidential and the terms and entry of the Stipulation shall remain subject to the provisions of Federal Rule of Evidence 408, and any other analogous rules of evidence that are applicable.

Chase denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as the class and collective allegations asserted in the Litigation, as that term is defined in section VI.1.19. Chase 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, Chase does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including, without limitation, the ability to challenge class and collective action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. The Class Representatives and Class Counsel agree that Chase retains and reserves these rights and they agree not to take a position to the contrary; specifically the Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument that based on this Stipulation, Chase could not contest class certification or collective action certification on any grounds or assert any and all other potential defenses and privileges if this Litigation were to proceed.

II. THE PARTIES TO THIS STIPULATION

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

III. THE LITIGATION

On August 29, 2011, the Class Representatives commenced a proposed class action in the United States District Court for the Northern District of Illinois, Civil Action No. 11-CV-6014 (“the Litigation”). On or about November 21, 2011, the Class Representatives filed an Amended Complaint. On or about January 28, 2011, the Class Representatives filed a Second Amended Complaint in the United States District Court for the Northern District of Illinois (“Amended

Action”) adding collective claims under the Fair Labor Standards Act, and Chase filed its Answer and Affirmative Defenses to the Second Amended Complaint on or about February 5, 2013. Chase and the Class Representatives have consented to Magistrate Keys for purposes of obtaining Court approval of this Settlement as set forth herein. Class Representatives have alleged original federal court jurisdiction on the basis of federal question jurisdiction with respect to their Fair Labor Standards Act claims and Class Action Fairness Act (“CAFA”) diversity jurisdiction and supplemental jurisdiction with respect to their state law claims. *See* 28 U.S.C. §§1331-32, 1367.

The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released State Law Claims and Released Federal Law Claims upon and subject to the terms and conditions hereof, including but not limited to, Released State Law Claims and Released Federal Law Claims asserted in the Litigation. Chase retains the right to void the Stipulation if any of the claims covered by this settlement and Stipulation, including without limitation, the Released State Law Claims, the Released Federal Law Claims, and the Class Representatives’ Released Claims, are not extinguished as of the Effective Date.

IV. DENIAL OF WRONGDOING OR LIABILITY

Chase 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 concessions or admissions of wrongdoing or liability of any kind whatsoever. Chase maintains that all of its employees in Covered Positions as defined in section VI.1.11 are and always have been properly compensated, and that, for any purpose other than settlement, the Litigation is not suitable or appropriate for class or collective action treatment pursuant to either Federal Rule of Civil Procedure 23 or 29 U.S.C. §216(b). Nonetheless, Chase has concluded that further conduct of the Litigation would be protracted, distracting 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. Chase has also taken into account the uncertainty and risks inherent in any litigation. Chase has therefore determined that it is desirable and beneficial to it to settle the Litigation in the manner and upon the terms and conditions set forth in this Stipulation.

V. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF SETTLEMENT

The Class Representatives and Class Counsel believe that the claims asserted in the Litigation have merit and that evidence developed to date supports the claims. However, the Class Representatives and Class Counsel recognize and acknowledge the expense and length of time of the type of continued proceedings necessary to prosecute the Litigation against Chase through trial and through appeals. The Class Representatives and Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in all litigation. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the settlement set forth in the Stipulation is in the best interests of the Class Representatives and the Settlement Class.

VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the Class Representatives (for themselves and the Settlement Class Members) and Chase, 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 Class Representatives' Released Claims, Released State Law Claims and Released Federal Law Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

1. Definitions.

As used in all parts of this Stipulation, the following terms have the meanings specified below:

1.1 "Administrative Costs" means the amount set aside for the Claims Administration Account; the maximum amount available to Class Counsel in the form of attorneys' fees; the maximum amount available to Class Counsel in the form of costs; the maximum amount to be paid as individual Enhancements to the Class Representatives; the maximum amount to be set aside for the Reserve; and any and all other costs in connection with consummating the terms of this Stipulation, including the costs of all notices set forth in section 2.5 and its subsections.

1.2 “Allocation” means the form of distribution of the Net Settlement Amount to the Class, which shall be developed as provided in section 2.2.2 of this Stipulation.

1.3 “Claims Administrator” means the third-party claims administration firm of Dahl Administration LLC or another administrator mutually agreed to by the Parties.

1.4 “Class” means the group of individuals who performed work for Chase in Covered Positions during the Class Period at its Elgin, Illinois facility, or the estates of such individuals.

1.5 “Class Counsel” means the Law Office of James X. Bormes, P.C. and Law Office of Thomas M. Ryan, P.C.

1.6 “Class Member” or “Member of the Class” means a Person who is a member of the Class and who worked in a Covered Position during the Class Period. Chase represents that, based on its best efforts to identify the class members in good faith and based on the class definition set forth herein at paragraph 1.4, the total number of Class Members is (3,902), which may be subject to slight but immaterial adjustments.

1.7 “Class Period” means the period during which the Class Member was employed by Chase in a Covered Position at any time from August 29, 2008 through December 31, 2012.

1.8 “Class Representatives” or “the Class Representatives” means Dana Chambers and Shaquetta Fultz, plaintiffs in the Litigation.

1.9 “Class Representatives’ Released Claims” collectively means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Chase 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, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, by a Class Representative arising, for each Class Representative, during the period of time prior to the date on which the Court enters the Order of Final Approval for any type of relief, including without limitation, claims for wages, damages, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys’ fees,

litigation costs, restitution, equitable relief, or any class or collective action relief (except in connection with this settlement and Stipulation). The Class Representatives' Released Claims include, but are not limited to, claims arising from or dependent upon any and all applicable federal, state, and local laws and regulations including, but not limited to, claims arising from or dependent on the Illinois Human Rights Act, 775 Ill. Comp. Stat. 5/1-101 *et seq.*; the Illinois Equal Wage Act, 820 Ill. Comp. Stat. 110/1 *et seq.*; the Illinois Equal Pay Act of 2003, 820 Ill. Comp. Stat. 112/1 *et seq.*; the Illinois Whistleblower Act, 740 Ill. Comp. Stat. 174/1 *et seq.*; the Illinois Wage Payment and Collection Act, 820 Ill. Comp. Stat. 115/1 *et seq.*; and the Illinois Minimum Wage Law, 820 Ill. Comp. Stat. 105/1 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*; the Family Medical Leave Act, 29 U.S.C. §2601, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*; and all of their implementing regulations. The Class Representatives' Released Claims also include the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Chase Releasees to the maximum extent permitted by law, other than participation in the settlement of this Litigation.

1.10 "Court" means the United States District Court for the Northern District of Illinois.

1.11 "Covered Positions" means, collectively, the following positions, listed by job code and job title, covered by this Stipulation:

OP0524	Call Center Associate
OP0526	Call Center Associate - Sr
US4995	Cardmember Advocacy Specialist
US5003	Chargebacks Advisor
US5005	Chargebacks Advisor Sr
011958	Client Service Prof – Associate
011959	Client Service Professional
CM1506	Client Service Professional-Sr
OWCS01	Client Service Representative

OWCS02	Client Service Specialist
000521	Client Services Rep.
002779	Collector I
RT5450	Collector I - Retail
CO0004	Collector II
RT5452	Collector Senior - Retail
100731	Comml Ops Sr Specialist
100780	Credit Portfolio Spec II
002807	Customer Service Rep III
US5015	Customer Support Advisor I
US5017	Customer Support Advisor II
US5019	Customer Support Advisor III
US5265	Customr Correspondence Advisor
US5035	Financial Service Advisor
US5037	Financial Service Advisor Sr
US5125	Fraud Escalation & VIP Coord
US5041	Fraud Investigations Spec
US5043	Fraud Investigator I
004346	Fraud Investigator II
US5045	Fraud Investigator II
US5047	Fraud Investigator III
US5115	Retention Advisor
US5117	Risk Management Analyst I
US5119	Risk Management Analyst II
US5121	Risk Management Analyst III

which existed at Chase's Elgin, Illinois facility at any time during the Class Period.

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

1.13 “Enhancement” means an amount approved by the Court to be paid to the Class Representatives identified in section 1.8, in addition to their awards as Participating Claimants, in recognition of their efforts in participating in the Litigation as Class Representatives.

1.14 “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 or attorneys’ costs shall not, by itself, in any way delay or preclude the Judgment from becoming a Final Judgment.

1.15 “Chase” means, collectively, JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., JPMorgan Chase Bank, Banc One Acceptance Corp., Chase Home Finance LLC, Chase Auto Finance Corporation, Chase Bank USA, N.A., Chase BankCard Services, Inc., JPM Electronic Financial Services, Inc., and Chase Manhattan Mortgage Corporation.

1.16 “Chase Releasees” means Chase, each of its affiliates and related entities (including, without limitation, their parents and subsidiaries), predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives as well as the following entities: Aerotek, Inc.; Kelly Services, Inc.; Randstadt USA; Comsys Services, LLC’ KForce Professional Staffing, Inc.’ Spherion Atlantic Enterprises; Spherion Corporation; Robert Half International, Inc., Manpower, Inc., New York Staffing Services, Inc., Integrity Staffing Solutions, Inc.; and Adecco USA.

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

1.18 “Last Known Address” or “Last Known Addresses” means the most recently recorded mailing address for a Class Member as such information is contained in Chase’s HR databases.

1.19 The “Litigation” or the “Lawsuit” means *Chambers, et al v. Chase Bank USA, N.A.*, Case No. 1:11-CV-6014 in the United States District Court for the Northern District of Illinois, including the claims asserted in the Second Amended Complaint.

1.20 “Maximum Settlement Amount” shall mean the maximum amount that Chase shall be obligated to pay under the terms of this Stipulation, which is the gross sum of \$770,000.

1.21 “Net Settlement Amount” means the Maximum Settlement Amount less the Administrative Costs.

1.22 The “Notice Mailing Deadline” shall be _____, subject to Section 2.4.

1.23 “Notice Regarding Pendency of Class and Collective Action” or “Notice To Class Members Regarding Pendency of a Class and Collective Action and Notice of Hearing On Proposed Settlement” or “Class Notice” means a notice (and associated response forms) entitled “Notice To Class Members Regarding Pendency of a Class and Collective Action and Notice of Hearing On Proposed Settlement” to be approved by the Court, substantially in the form attached hereto as Exhibit 1.

1.24 The “Notice Response Deadline” shall be 60 days subsequent to the Notice Mailing Deadline, subject to Section 2.4.

1.25 “Opt Out” or “Opt Outs” means written and signed requests by Class Members to be excluded from the Settlement Class, which are submitted in the manner, and within the time set forth in the Notice Regarding Pendency of Class and Collective Action.

1.26 “Order of Final Approval” or “Order Granting Final Approval of Settlement” shall mean an order to be entered and filed by the Court entitled “Order Determining Good Faith and Granting Final Approval of Settlement.”

1.27 “Participating Claimant” or “Participating Claimants” means each Member of the Settlement Class who properly and timely submits a Qualifying Settlement Claim Certification and Consent to Join Settlement Form in response to the Notice Regarding Pendency of Class and Collective Action.

1.28 “Person” means a natural person.

1.29 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

1.30 “Preliminary Approval Order” means an order to be executed and filed by the Court entitled “Order Granting Preliminary Approval of Class and Collective Action Settlement,” substantially in the form attached hereto as Exhibit 2, approving the terms contained in this Agreement, certifying a class and collective action for settlement purposes only as provided in section 2.1.

1.31 A “Qualifying Settlement Claim Certification and Consent to Join Settlement Form” shall mean a Settlement Claim Certification and Consent to Join Settlement Form that is completed, properly executed, and timely returned to the Claims Administrator.

1.32 A “Reasonable Address Verification Measure” shall mean the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.33 “Released Federal Law Claims” shall collectively mean any and all federal law wage-and-hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Chase Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, by a Class Member that accrued on any date up through and including the date on which the Participating Claimant executes the Qualifying Settlement Claim Certification and Consent to Join Settlement Form, for any type of relief, including without limitation claims for wages, damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. §201, *et seq.* for Class Members in Covered Positions, including all such claims that are existing and have been asserted as of the date on which the Participating Claimant executes the Qualifying Settlement Claim Certification and Consent to Join Settlement Form.

1.34 “Released State Law Claims” shall collectively mean all unpaid compensation claims under Illinois law, including but not limited to claims under the Illinois

Minimum Wage Law and the Illinois Wage Payment and Collection Act, arising from the factual allegations in the Litigation, including, without limitation, claims in the nature of claims for unpaid, underpaid, or delayed wages; unpaid, underpaid, or delayed premium pay and/or overtime pay; unpaid, underpaid, or delayed pre-shift time or post-shift time worked; wage and hour violations, deductions from pay or time worked, recordkeeping violations, and all claims for penalties or additional damages relating to the foregoing claims, as well as claims for attorneys' fees and costs based on the foregoing claims. Said release shall include in its effect claims against all Chase Releasees including unknown claims, by a Class Member that accrued on any date up through and including December 31, 2012, or, in the case of Class Members who complete, properly execute, and timely return the Settlement Claim Certification and Consent to Join Settlement Form, the date on which the Class Member executes the Settlement Claim Certification and Consent to Join Settlement Form. The Released State Law Claims are the claims meeting the above definition under any and all applicable statutes, regulations, or common law.

1.35 "Reserve" shall mean the sum of \$10,000, which amount shall be taken out of the Maximum Settlement Amount and used to pay disputed claims, including but not limited to claims from Class Members who are mistakenly not identified as such by the parties for purposes of the Notice Regarding Pendency of Class and Collective Action, that are accepted in accordance with the provisions of section 2.6.6.

1.36 "Settlement Claim Certification and Consent to Join Settlement Form" shall mean the form attached as Form B to the Notice Regarding Pendency of Class and Collective Action, in the same or substantially the same form as set forth in Form B attached to Exhibit 1, which a Class Member must submit in order to become a Participating Claimant and recover a payment pursuant to sections 2.2 and 2.7.

1.37 "Settlement Class" means all of the Class Members who do not opt out of the Settlement Class by submitting a request to opt out pursuant to section 2.6, and thus means all of the Class Members who will become bound by the Released State Law Claims portion of the Judgment if the Effective Date occurs. Any Class Member who does not timely and validly submit a

Settlement Claim Certification and Consent to Joint Settlement Form will not and does not release or waive in whole or in part any Released Federal Law Claim.

1.38 “Settlement Class Member” or “Member of the Settlement Class” means any Person who is a member of the Settlement Class.

1.39 “Settlement Hearing” or “Fairness and Good Faith Determination Hearing” means a hearing set by the Court to take place on such date as the Court may establish for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii) entering Judgment.

1.40 “Settling Parties” means Chase and the Class Representatives on behalf of themselves and all Members of the Settlement Class.

1.41 “Stipulation” means this agreement, *i.e.*, the Joint Stipulation and Settlement Agreement 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 Chase’s obligations for payment under this Stipulation are conditioned on, *inter alia*, the occurrence of the Effective Date.

1.42 “Total Number of Settlement Work Weeks” means the total Work Weeks in a Covered Position for all Members of the Settlement Class combined. Chase represents that, based on its best efforts to identify the class members and number of workweeks worked by each in good faith and based on the class definition set forth herein at paragraph 1.4, the Total Number of Settlement Work Weeks is (379,402), which may be subject to slight but immaterial adjustments.

1.43 [Deleted].

1.44 “Updated Address” means a mailing address that was updated via a Reasonable Address Verification Measure or via an updated mailing address provided by the United States Postal Service or a Class Member, or any other source.

1.45 “Work Weeks” means the total number of weeks in which a Class Member worked at least one day for Chase in a Covered Position.

2. The Settlement.

2.1 *Certification of a Class and Collective Action for Settlement Purposes Only.*

2.1.1 The Parties stipulate, for settlement purposes only, to the certification by the Court of a class as to all claims asserted in the Litigation pursuant to state law, and further stipulate, for settlement purposes only, to the certification by the Court of a collective action as to all claims asserted in the Litigation pursuant to the FLSA.

2.1.2 If for any reason the Court does not approve this Stipulation, fails to enter the Order of Final Approval, or fails to enter the Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, Chase shall retain the absolute right to dispute the propriety of class certification and collective action certification on all applicable grounds.

2.2 *Consideration to Settlement Class Members.*

2.2.1 Within thirty (30) days of the Effective Date, Chase will distribute the Maximum Settlement Amount into a Qualified Settlement Fund set up by the Claims Administrator. The Qualified Settlement Fund shall be administered by the Claims Administrator. All interest accrued on amounts placed in the Qualified Settlement Fund shall remain the property of Chase.

2.2.2 The Claims Administrator shall be responsible for the Allocation of Funds, as directed by this Joint Stipulation of Settlement, from the Qualified Settlement Fund. The Claims Administrator, according to the terms, conditions, and procedures set forth in Section 2.7 of this Stipulation, shall pay each Participating Claimant according to the following allocation formula: the Net Settlement Amount will be distributed to Participating Claimants on a pro rata basis based on each Participating Claimant's total number of Work Weeks worked in a Covered Position in relation to the Total Number of Settlement Work Weeks according to Chase's records. The formula is designed to result in the complete distribution of the Net Settlement Amount based on the assumption that all Class Members become Participating Claimants. To the extent that any Class Member or Members choose not to become Participating Claimants, those individuals' shares of the Net Settlement shall be retained in their entirety by Chase.

2.2.3 To the extent administratively convenient, the payment to each Participating Claimant shall be made via checks as set forth herein.

2.2.4 The payments set forth in section 2.2.2 shall be allocated for reporting reasons as set forth below: (a) fifty percent (50%) shall be deemed payment in settlement of claims for unpaid wages; and (b) fifty percent (50%) shall be deemed payment in settlement for claims of penalties, liquidated damages, interest, and all other non-wage recovery.

2.2.5 As further detailed in section 2.3, and for each payment made pursuant to sections 2.2, 2.7 and 2.9 of this section VI, the Claims Administrator will report each payment to government authorities including the Internal Revenue Service as required by law, and it shall make all required deductions and withholdings.

2.3 Taxes.

2.3.1 Those payments allocated to the settlement of claims for unpaid wages (a) shall be subject to required withholdings and deductions, and so the net amounts payable will be less than the gross amounts; and (b) shall be reported in the year of payment as wage income to the Participating Claimant on a Form W-2 and such other state or local tax reporting forms as may be required by law. Those payments allocated to all other claims, including without limitation claims for penalties, reimbursement, liquidated damages, interest, and other non-wage recovery (a) shall not be subject to required withholdings and deductions, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of payment as non-wage income to the Participating Claimants on a Form 1099 and such other state or local tax reporting forms as may be required by law. Other than as set forth above, Chase will not make from the payment to each Participating Claimant any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Order of Final Approval by the Court shall be deemed authority not to make such deductions, withholdings, or additional payments.

2.3.2 Any amount paid to Participating Claimants 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 “Chase Benefit Plans”) provided by Chase, and no payment made pursuant to this Settlement will be considered as “Compensation,” “Earnings,” “Salary,” or any similar definition under any Chase Benefit Plans and are not considered eligible compensation for Chase’s 401(k) Savings and Retirement Plans or for any other benefit purposes, or otherwise require any contribution or award under any Chase Benefit Plan, or otherwise modify benefits, contributions or coverage under any Chase Benefit Plan.

2.3.3 Other than the withholding and reporting requirements set forth in section 2.3.1, Participating Claimants shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this section VI of this Stipulation. Chase makes no representations and it is understood and agreed that Chase has made no representations as to the taxability to any Participating Claimants of any portions of the settlement payments, the payment of any costs or an award of attorneys’ fees, or any payments to the Class Representatives. The Notice Regarding Pendency of Class and Collective Action will advise each Class Member to seek his or her own personal tax advice.

2.4 Court Approval of Notice to the Class and A Settlement Hearing.

2.4.1 The Class Representatives, through their counsel of record in the Litigation, shall file this Stipulation with the Court and move for preliminary approval of this Stipulation. Via this submission, and a supporting motion, the Settling Parties, through their counsel of record, will request that the Court enter the Preliminary Approval Order approving the terms of this Stipulation, certify a class and collective action for settlement purposes only as provided in section 2.1, approve the Settling Parties’ proposed allocation of settlement funds set forth in section 2.2.2, and schedule the Settlement Hearing for the purposes of determining the fairness of the settlement, granting final approval of the settlement, granting final approval of this Stipulation, and entering Judgment.

2.4.2 Subject to Court availability, the Class Representatives shall endeavor to notice their unopposed motion for entry of the Preliminary Approval Order described in section

2.4.1 for a hearing before the Court on or before ten (10) days after the unopposed motion is filed. A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with modifications that Chase determines in its reasonable and good faith judgment to be material, will be grounds for Chase to terminate the settlement and the terms of this Stipulation within ten (10) days of receipt of the Court's decision.

2.4.3 If any deadlines related to this Settlement cannot be met, Class Counsel and counsel for Chase shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Stipulation. In the event that 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.

2.4.4 If the Court enters the Preliminary Approval Order, then at the resulting Final Approval Hearing, the Class Representatives and Chase, through their counsel of record, shall address any timely written objections from Class Members or any concerns from Class Members who attend the hearing as well as any timely stated concerns of any state official who receives a CAFA notice, 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.

2.5 Notice to Class Members.

2.5.1 If, by entering the Preliminary Approval Order, the Court provides authorization to send the Notice Regarding Pendency of Class and Collective Action to Class Members, Chase, through the Claims Administrator, will facilitate the mailing of the Class Notice to all Class Members at their Last Known Addresses. This Class Notice shall be mailed via first class mail through the United States Postal Service, postage pre-paid.

2.5.2 This Class Notice and its envelope or covering shall be marked to denote the return address of the Claims Administrator and the envelope shall also be marked "Chase Bank USA, N.A. Settlement Notice."

2.5.3 Chase shall prepare the name and Last Known Address for each Class Member for the Claims Administrator so that the Claims Administrator can engage in the processing and mailing of each Class Notice.

2.5.4 Prior to mailing the Class Notice to each Class Member, the Claims Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the Last Known Address of each Class Member, including a National Change of Address update. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Stipulation and for subsequent mailings in particular.

2.5.5 Unless the parties agree otherwise in writing or the Court so orders, each of the Class Notices shall be mailed to the Last Known Addresses of the Class Members no later than the Notice Mailing Deadline, which shall be no later than 28 days after entry of the Preliminary Approval Order.

2.5.6 Part of the amount set aside from the Qualified Settlement Fund for claims administration, as defined in section 2.10.1, shall include all costs of the mailings described in section 2.5, which shall be the fees charged by the Claims Administrator, the cost of the envelopes in which the Class Notice will be mailed, the cost of reproducing the Class Notice, and the cost of postage to send the Class Notice. The following Forms will be included with the Class Notice in this mailing: Change of Name or Address Information (Form A), and the Settlement Claim Certification and Consent to Join Settlement Form (Form B). The Class Representatives acknowledge that Chase's agreement to pay the claims administration costs to a fund as set forth in Section 2.10.1 as part of the Maximum Settlement Amount constitutes part of the consideration to the Class.

2.5.7 Unless the Claims Administrator receives a Class Notice returned from the United States Postal Service for reasons discussed below in this section, that Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five days (5) days after mailing. In the event that subsequent to the first mailing of a Notice Regarding Pendency of Class and Collective Action and prior to the deadline for a response, that Notice is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the

Claims Administrator shall re-mail the notice to that address, the notice will be deemed mailed as of that date, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Class Notice, and at least seven (7) days prior to the Notice Response Deadline, that Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Notice within two (2) business days of receiving such information; if no Updated Address is obtained for that Class Member, the Class Notice shall be sent again to the Last Known Address.

2.5.8 To the extent a Class Member, whose address has not been deemed unknown by the Claims Administrator, has not submitted to the Claims Administrator some form of written response to the Class Notice by _____, **2013**, subject to Section 2.4.4 the date that is thirty (30) days before the Notice Response Deadline, the Claims Administrator shall send that Class Member a postcard (a) referencing the name of the Amended Action; (b) stating that the Class Member received a notice in this action; (c) providing the address for the Claims Administrator; (d) stating the Notice Response Deadline, *i.e.*, the deadline to respond to the Class Notice if the recipient desires to do so; and (e) stating that the Class Member can contact the Claims Administrator to receive an additional copy of the notice. The postcard shall not contain additional information or statements. Nothing in this section 2.5.8 shall be construed to extend the Notice Response Deadline for any Class Member, and the reasonable costs expended in association with the preparation and mailing of the postcards contemplated by this section shall be included as part of the Administrative Costs and be paid out of the Maximum Settlement Amount.

2.5.9 Within twenty-one (21) days following the filing of this Stipulation with the Court, the Claims Administrator shall serve upon the Attorney General of the United States, the Comptroller of the Currency, and the appropriate State official of each State in which any Class

Member resides a notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. §1715. A copy of the CAFA Notice is attached as Exhibit 3.

2.6 Responses to the Notice Regarding Pendency of Class Action; Motion for Final Approval.

2.6.1 Class Members have the option to retain their own attorney(s) in connection with this Lawsuit at their own expense. Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. The Notice Regarding Pendency of Class Action will advise Class Members of this option.

2.6.2 Class Members may elect to "opt out" of the Settlement Class and thus exclude themselves from the Lawsuit, the settlement, and the Settlement Class. Class Members who wish to exercise this option must fully complete, properly execute, and timely mail their request to opt out. If a fully completed and properly executed request to opt out is not received by the Claims Administrator from a Class Member with a postmark on or before the Notice Response Deadline, then that Class Member will be deemed to have forever waived his or her right to opt out of the Settlement Class. Class Members who do not timely submit fully completed and properly executed requests to opt out shall be deemed Members of the Settlement Class. Class Members who do timely submit fully completed and properly executed requests to opt out shall have no further role in the Litigation, and for all purposes they shall be regarded as if they never were either a party to this Litigation or a Class Member, and thus they shall not be entitled to any benefit as a result of the Litigation, this settlement, or this Stipulation.

2.6.3 Class Members who do not opt out of the Settlement Class pursuant to section 2.6.2 may object to the Stipulation by submitting written objections to the Court and mailing copies of their written objection so they are sent to Class Counsel, counsel for Chase, and the Claims Administrator with a postmark on or before the Notice Response Deadline. The Class Notice shall advise Class Members of this option. The Claims Administrator shall immediately provide copies of any such objections to counsel of record.

2.6.4 Class Members who do not opt out of the Settlement Class pursuant to section 2.6.2 may elect to become Participating Claimants. Class Members who wish to exercise this

option and certify their entitlement to payment under the settlement must fully and timely complete, execute, and mail, per the instructions therein, the form entitled “Settlement Claim Certification and Consent to Join Settlement Form” attached to the Notice Regarding Pendency of Class and Collective Action as Form B. If a completed and properly executed Settlement Claim Certification and Consent to Join Settlement Form is not received by the Claims Administrator from a Class Member with a postmark on or before the Notice Response Deadline, then that Class Member will be deemed to have forever waived his or her right to be a Participating Claimant and receive payment under this settlement. However, as long as they do not properly submit requests to opt out, Class Members shall be deemed Members of the Settlement Class and shall be subject to the Judgment, with the exception of the Released Federal Law Claims, even if they do not submit a Settlement Claim Certification and Consent To Join Settlement Form in a timely and proper fashion. Only Participating Claimants whose completed and properly executed Settlement Claim Certification and Consent To Join Settlement Forms and whose Consent to Join Settlement Class attachments to such forms are filed with the Court shall be entitled to payment pursuant to the settlement and this Stipulation.

2.6.5 If any Class Member submits a timely but deficient Settlement Claim Certification and Consent to Join Settlement Form, or if any Class Member submits a properly executed Settlement Claim Certification and Consent to Join Settlement Form after the Notice Response Deadline, or if any Class Member submits a properly executed response to the cure letter set forth in Section VI, subsection 2.6.7 after the Notice Response Deadline, Chase will have the discretion to decide whether the Class Member’s submission(s) shall be accepted even though it was deficient or submitted untimely, after consultation with Class Counsel. In no event shall the acceptance of untimely or otherwise deficient claims result in Chase being required to pay more than the Maximum Settlement Amount.

2.6.6 In the event that the Claims Administrator receives a properly executed Settlement Claim Certification Form and Consent to Join Settlement Form or a properly executed response to the cure letter set forth in Section VI, subsection 2.6.8 after the Allocation formula has already been calculated and applied to the Net Settlement Amount and all disputed claims have been resolved, to the extent any such claims are accepted as set forth below, such claims will be paid out of

the Reserve defined in Section VI, subsection 1.35. Chase will have the discretion to decide whether the Class Member's submission(s) shall be accepted despite having been submitted untimely, after consultation with Class Counsel. After 180 days following the date that checks are issued to Participating Claimants pursuant to this Stipulation, and provided that no Plaintiff or Participating Claimant has petitioned the Court for additional relief, any amount remaining in the Reserve shall be remain the property of Chase and shall be returned to Chase by the Claims Administrator. In no event shall the acceptance of untimely or otherwise deficient claims result in Chase being required to pay more than the Maximum Settlement Amount.

2.6.7 If a Participating Claimant disagrees with the number of Work Weeks pre-printed on his or her Settlement Claim Certification and Consent to Join Settlement Form, the Participating Claimant must write his or her correct Work Week total and the correct dates of employment in a Covered Position during the Class Period and provide information that evidences that he or she was employed in a Covered Position during the Class Period. The Work Weeks listed on the Settlement Claim Certification and Consent to Join Settlement Form are presumed to be accurate unless the Participating Claimant submits information demonstrating otherwise. In the event of any dispute over an individual's Work Weeks, Class Counsel and counsel for Chase shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved, Chase shall reserve the right, in its sole discretion, to resolve the dispute applying the definitions and provisions set forth in this Stipulation. All disputes under this section 2.6.7 must be resolved before the Allocation formula can be applied and before any payments can be made under section 2.7.1. If any disputes under this section 2.6.7 are received after the Allocation formula has been applied and after payments have been made pursuant to section 2.7.1, any additional payments to be made resulting from the resolution of such disputes shall be paid out of the Reserve defined in Section VI, subsection 1.35. In no event shall the resolution of any dispute over any class member's Work Week total result in Chase being required to pay more than the Maximum Settlement Amount.

2.6.8 Class Members who submit a request to opt out and also submit a Settlement Claim Certification and Consent To Join Settlement Form shall be sent a cure letter (in a form similar to that attached as Exhibit 4) by the Claims Administrator seeking clarification of

whether they intend to opt out of the settlement and the Settlement Class or become a Participating Claimant. Absent a response to the contrary within 15 days or the deadline for filing claims, whichever is later, such Class Members will be deemed to be a Participating Claimant.

2.6.9 Class Members who, for future reference and mailings from the Court or Claims Administrator, if any, wish to change the name or address listed on the envelope in which the Class Notice was first mailed to them, must fully complete, execute, and mail, per the instructions therein, the form entitled “Change of Name or Address Information” attached to the Notice Regarding Pendency of Class and Collective Action as Form A. The address provided shall be the “Updated Address” for any such Class Member.

2.6.10 Prior to the Settlement Hearing and consistent with the rules imposed by the Court, the Class Representatives and Chase shall jointly move the Court for entry of the Order of Final Approval and the associated entry of Judgment on or before _____. The Settling Parties shall make all reasonable efforts to secure entry of the Order of Final Approval and the associated entry of Judgment. If the Court rejects the Stipulation, fails to enter the Order of Final Approval, fails to certify the class or collective action for settlement purposes as agreed by the Settling Parties in this Stipulation, 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 I, IV, 2.12.4, and 2.12.5 and those provisions relating to the return of documents and discovery set forth in section 2.13) shall be void *ab initio*, and Chase shall have no obligations to make any payments under the Stipulation, except for Administrative Costs already incurred by the Claims Administrator.

2.7 Timing of Payment to Participating Claimants and Notice of Final Approval to Settlement Class Members.

2.7.1 Within thirty-seven (37) days after the Effective Date or the date on which all disputed claims received within sixty (60) days after the Effective Date are resolved, and only if the Effective Date occurs, the Claims Administrator shall mail to each Participating Claimant at his or her Last Known Address, or Updated Address if obtained, his or her individual payment pursuant to section 2.7 and in accordance with the terms of section 2.2.2, less the employee’s share of

relevant withholdings, from the Net Settlement Fund administered by the Claims Administrator but funded by Chase.

2.7.2 Checks issued to Participating Claimants pursuant to this Stipulation shall remain negotiable for a period of one hundred eighty (180) days from the date of mailing. The Claims Administrator will make reasonable efforts under the direction of the Parties to locate and contact Participating Claimants who have not negotiated checks issued to them pursuant to section 2.7. The funds associated with any checks not properly or timely negotiated shall escheat to the State of Illinois as unclaimed property pursuant to applicable statute. The Settling Parties hereby agree that such funds represent settlement payments for matters disputed in good faith, not uncontested wage payments. Participating Claimants who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members, remain subject to the terms of the Stipulation and Judgment.

2.7.3 Following the mailing of the payments to Participating Claimants discussed in section 2.7.1, the Claims Administrator shall provide counsel for the parties with a written confirmation of this mailing.

2.8 Releases.

2.8.1 Upon the Effective Date, the Class Representatives and each of the Settlement Class Members, including all 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 State Law Claims as defined in section 1.34.

2.8.2 In addition, upon the Effective Date, the Class Representatives 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 1.33.

2.8.3 In addition, upon the Effective Date, the Class Representatives, 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 Class Representatives' Released Claims as defined in section 1.9.

2.9 Payment of Costs and Attorneys' Fees to the Class Representatives.

2.9.1 Not more than thirty-seven (37) days after the Effective Date, and only if the Effective Date occurs, subject to Court approval, the Claims Administrator will pay Class Counsel, from the Qualified Settlement Fund as set forth in section 2.2.1, an amount allowed by the Court not to exceed 40 percent (40%) of the Maximum Settlement Amount for all attorneys' fees, and up to \$15,000 for all allowable Litigation costs and expenses, subject to Court approval. Payments made per this paragraph shall constitute full satisfaction of any claim for fees or costs, and the Class Representatives and Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall not seek nor be entitled to any additional attorneys' fees or costs under any theory. The Class Representatives and Class Counsel agree that they shall be responsible for justifying the amount of this cost and fee payment to the Court, and they agree to submit, as appropriate, the necessary materials to justify this payment no later than the submission of the Settling Parties' joint motion for final approval of the Stipulation pursuant to section 2.6.10. Provided it is consistent with this Stipulation, Chase will not oppose the amount of fees or costs requested by Class Counsel. In the event that 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 payments for Class Representatives set forth in section 2.9.2, only the awarded amounts shall be paid and shall constitute full satisfaction of the obligations of this paragraph and full payment thereunder, and the amount of any such reduction will not be added to the Net Settlement Amount and will not be paid out by Chase. The Court's disapproval of any portion of the payment to Class Counsel shall not be grounds for voiding other provisions of this Agreement. Other than any reporting of this fee payment as required by this Stipulation or law, which Chase shall make, Class Counsel and the Class Representatives 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.

2.9.2 Not more than the later of thirty-seven (37) days after the Effective Date or the date on which all disputed claims received within sixty (60) days after the Effective Date

are resolved, and only in the event that the Effective Date occurs, the Class Administrator, will forward three separate checks payable to Dana Chambers and Shaquetta Fultz, paid from the Qualified Settlement Fund as set forth in section 2.2.1, in their personal capacity only and via their counsel of record. The first two checks for each Class Representative shall be his or her individual payment as a Participating Claimant, pursuant to sections 2.2 and 2.7. The third said check shall be compensation and consideration of an amount approved by the Court not to exceed \$10,000 as an Enhancement payment for the efforts of the Class Representatives in the Litigation. The \$10,000 Enhancement payments shall be paid from the Maximum Settlement Amount. Each Class Representative shall be required to sign a full, general, and comprehensive release of the Class Representatives' Released Claims set forth in section 1.9, in the same or substantially the same form as set forth in Exhibit 5, in exchange for receiving an Enhancement payment. Through this agreement, Dana Chambers and Shaquetta Fultz each agree to be a Member of the Settlement Class and a Participating Claimant subject to the Judgment, and in light of this agreement, it shall not be necessary for them to be sent a Notice Regarding Pendency of Class and Collective Action or for them to complete a Settlement Claim Certification and Consent to Join Settlement Form. The Settling Parties agree that Chase shall report the Enhancement payment as non-wage income in the year of payment, and that Chase will report the payment of each Class Representative's individual payments pursuant to section 2.2 according to the terms of this Agreement, and with the understanding that each Class Representative will be deemed to have submitted a timely and valid claim. Other than the reporting and withholding set forth in this paragraph, each Class Representative shall be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made to him or her pursuant to this section. The Court's disapproval of any portion of the Enhancement payment to either Class Representative shall not be grounds for voiding other provisions of this Agreement.

2.9.3 Chase shall have no responsibility for, and no liability whatsoever with respect to, the allocation of the Maximum Settlement Amount among the Class Representatives, Class Counsel, and/or any other Person who may assert some claim thereto, of any award or payment

issued or made in the Litigation or pursuant to this Stipulation, including, but not limited to, any award or payment pursuant to section 2.9.1 or 2.9.2.

2.9.4 If the Effective Date does not occur, neither the Class Representatives nor Class Counsel shall have any responsibility or obligation for the payment of costs incurred in the Litigation and its settlement by the Claims Administrator, including the cost of mailing the Notice.

2.10 *Claims Administrator.*

2.10.1 Chase shall be responsible for all fees and expenses associated with administering the claims of the Class (“Claims Administration”) up to a maximum cost of \$40,000. A portion of the Maximum Settlement Amount, in an amount that is not to exceed \$40,000 shall be set aside to be allocated to Claims Administration. In no event will Chase be required to pay more for claims administration than the amount set aside for the Claims Administration Account which shall not exceed \$40,000. In the event that the Claims Administration costs exceed \$40,000, any such excess costs shall be paid from the Net Settlement Amount. The Claims Administrator shall have the right to withdraw funds, up to the maximum of \$40,000, as it deems necessary only to reimburse third parties for necessary fees and expenses associated with Claims Administration.

2.10.2 The actions of the Claims Administrator shall be governed by the terms of this Stipulation. Chase may provide relevant confidential information needed by the Claims Administrator such as the names, social security numbers, and addresses of Class Members to the Claims Administrator and engage in related communications with the Claims Administrator without notice or copies to Class Counsel, any Class Members, or the Court. Otherwise, Chase and Class Counsel may provide relevant information needed by the Claims Administrator per this Stipulation and engage in related communications with the Claims Administrator with notice and copies to the other party.

2.10.3 In the event that Class Counsel take the position that the Claims Administrator is not acting in accordance with the terms of the Stipulation, Class Counsel shall meet and confer with counsel for Chase prior to raising any such issue with the Claims Administrator or the Court.

2.10.4 After the settlement has been fully administered, including without limitation, any payments to be made resulting from the resolution of disputed claims, Class Counsel will certify to the Court that all administrative costs paid out of the Claims Administration Account were reasonable and legitimately related to the administration of the settlement. If there is a residual in the Claims Administration Account following administration of the settlement, all such residual shall remain the property of Chase.

2.11 *Termination of Settlement*

2.11.1 In the event that the Stipulation is not approved in its entirety as is by the Court, excluding modifications that Chase determines in its reasonable and good faith judgment to not be material modifications, or in the event that the settlement set forth in the 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 Chase to anyone in accordance with the terms of this Stipulation, except for Administrative Costs already incurred by the Claims Administrator. The Settling Parties will bear their own costs and fees with regard to the efforts to obtain Court approval, and the Class Representatives shall dismiss the Amended Action without prejudice to the Litigation and the First Amended Complaint shall be re-filed. In such event, this Stipulation (except for those provisions relating to non-admissibility and non-admission of liability set forth in sections I, IV, 2.12.4, and 2.12.5 and those provisions relating to the return of documents and discovery set forth in section 2.13) 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 this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. 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 by Chase to Class Counsel or reducing the amount of any entitlement paid to the Class Representatives shall constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any other provision of the Judgment.

2.11.2 In the event that more than 2% of the Settlement Class Members, measured by the aggregate value of their claims in relation to the Net Settlement Fund, have timely and properly requested exclusion from the Settlement Class, Chase shall have, in its sole and absolute discretion, the option to terminate this Settlement Agreement. Chase may terminate this Settlement Agreement by serving written notice of termination on the Court and on Plaintiffs' Counsel within ten (10) business days after being informed in writing by the Claims Administrator that more than 2% of the Settlement Class Members, measured by the aggregate value of their claims, have submitted such requests for exclusion.

2.12 *Miscellaneous Provisions.*

2.12.1 The only Class Members, other than the Class Representatives identified in section 1.8, entitled to any payment under this Stipulation and the associated Judgment are Participating Claimants, and they shall be entitled to their individual payments pursuant to section 2.2.2 only. This Stipulation and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be required. Those parts of the Net Settlement Amount that are not claimed shall be retained in their entirety by Chase.

2.12.2 Chase's sole obligations to Class Counsel and the Claims Administrator are set forth in this Stipulation. Class Counsel and the Claims Administrator shall hold Chase harmless for an award of fees or costs beyond those made in accordance with the Stipulation and shall not seek to recover any fees or costs awarded in excess of the terms in this Stipulation.

2.12.3 The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

2.12.4 The 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 settlement 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.

2.12.5 Chase specifically and generally denies any and all liability or wrongdoing of any sort with regard to any of the claims asserted in the Litigation and makes no concessions or admissions of liability of any sort. Neither the Stipulation nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Chase Releasees, or any of them; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Chase Releasees, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be or may be used as an admission of, or evidence of, the appropriateness of class certification or collective action certification of any claims asserted against any of the Chase Releasees. The Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that the Chase Releasees could not contest (or is estopped from contesting) class or collective action certification on any grounds if the Court fails to enter the Order of Final Approval; this Stipulation shall not be deemed an admission by, or ground for estoppel against, the Chase Releasees that class or collective action certification in the Litigation is proper or cannot be contested on any grounds.

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

2.12.7 The Stipulation may be amended or modified only by a written instrument signed by authorized representatives of all Settling Parties or their respective successors-in-interest.

2.12.8 The Stipulation constitutes the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees.

2.12.8.1 Class Counsel, on behalf of the Class, represent that, after consultation with and approval by all of the Class Representatives, they are expressly authorized by

the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem appropriate. Similarly, Chase counsel represents that it is expressly authorized to take all appropriate action required or permitted to be taken by Chase pursuant to the Stipulation to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of Chase which they deem appropriate.

2.12.8.2 Each counsel or other Person executing the Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

2.12.8.3 The 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 original executed counterparts shall be filed with the Court.

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

(i) If to Chase, then to:

Anneliese Wermuth
MECKLER BULGER TILSON MARICK &
PEARSON LLP
123 North Wacker Drive, Suite 1800
Chicago, Illinois 60606

Reid R. Broda
Associate General Counsel
JP Morgan Chase & Co.
10 South Dearborn, 20th Floor
Chicago, Illinois 60603

(ii) If to Class Representatives, then to:

James X. Bormes
LAW OFFICE OF JAMES X. BORMES P.C.
8 South Michigan Avenue, Suite 2600
Chicago, Illinois 60603

Thomas M. Ryan
Law Offices of Thomas M. Ryan
35 E. Wacker Drive
Suite 650
Chicago, IL 60601

2.12.8.5 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but this Stipulation is not designed to and does not create any third party beneficiaries other than third parties that are identified as Chase Releasees in section 1.16 of this Stipulation.

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

2.12.8.7 The parties agree and understand that there shall be no injunctive relief included as part of any Court Order as to them and that Chase's complete obligations are detailed herein.

2.12.8.8 The 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 Illinois, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of Illinois without giving effect to that State's choice of law principles.

2.12.8.9 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 party. No party shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the

Stipulation are contractual and are the product of arms-length negotiations between the parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be construed against any party.

2.12.8.10 Other than necessary disclosures made to a court, the Class Representatives, Chase, and their respective counsel 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 the press) until such time as the Class Representatives move for preliminary approval of this Stipulation or otherwise agree in writing. After preliminary approval, Class Representatives, Class Counsel and their agents may communicate with Class Members; however, the Parties shall issue no statements to the press or any other media or engage in any other publicity regarding this settlement. Notwithstanding the foregoing, Chase shall have the right to disclose the terms of the settlement of the Lawsuit for litigation purposes in any case involving any of the Released State Law Claims and/or Released Federal Law Claims set forth in sections 1.34 and 1.33, respectively, of this Stipulation, or for accounting or public filing purposes or to otherwise comply with its reporting duties as a public company.

2.12.8.11 The Settling Parties stipulate and agree that as of the Effective Date, the Litigation shall be dismissed with prejudice.

2.13 *Return of All Documents and Other Discovery.*

2.13.1 Within thirty (30) days after the Effective Date, Class Representatives and Class Counsel shall return to Chase all duplicate copies of materials produced or obtained from Chase during the Litigation, whether by formal or informal discovery. Upon written notice to Class Counsel by Chase, within three years and six months after the Effective Date, Class Representatives and Class Counsel shall return to Chase all originals of materials produced or obtained from Chase during the Litigation, whether by formal or informal discovery. This provision includes all documents conveyed by Chase to Class Representatives by initial disclosures, formal discovery, or informal discovery including all settlement discussions and mediation sessions. This shall include, but not be limited to, business records, proprietary information, compensation

information, or any other documents materials, summaries, or notes dealing with or in any way related to the claims asserted.

2.13.2 Within thirty (30) days after the Settlement terminates for any reason, Class Representatives and Class Counsel shall return to Chase all originals and duplicate copies of documents, information, and data produced or obtained from Chase during and in connection with all settlement discussions and mediation sessions.

2.13.3 No discovery materials shall be offered for sale or distributed to any Person or entity by any Class Representative or Class Counsel. All originals or reproductions of any discovery materials given to any party, expert, consultant, or other Person shall be retrieved by Class Counsel and returned to Chase, and all parties receiving such documents shall certify within thirty (30) days of the Effective Date, or within thirty (30) days of the date the Settlement terminates as set forth in section 2.11 and its subsections, that they have returned all such documents or information and all copies thereof.

2.13.4 This provision and the provisions of sections 2.13.1 and 2.13.2 are not intended to cover work product produced by Class Counsel, but are intended to cover any documents or other materials described herein that are attached to any work product and all such documents or materials attached to work product shall be returned to Chase. All such documents, information or materials incorporated into any work product shall be excised.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

DATED: February ____, 2013

Respectfully submitted,

James X. Bormes
LAW OFFICE OF JAMES X BORMES P.C.
8 South Michigan Avenue, Suite 2600
Chicago, Illinois 60603

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LAW OFFICES OF THOMAS RYAN P.C.
35 E. Wacker Drive, #650
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