

IF AUTOMATED COLLECTION CALLS OR ACCOUNT INFORMATION CALLS OR TEXTS RELATING TO A CHASE CREDIT CARD OR BANK ACCOUNT WERE DIRECTED TO YOUR CELL PHONE FROM JULY 1, 2008 THROUGH DECEMBER 31, 2013, THIS NOTICE DESCRIBES YOUR RIGHTS AND POTENTIAL BENEFITS FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Several consumers (“Plaintiffs”) have sued Chase Bank USA, N.A. (“Chase USA,” which issues and services credit cards) and JPMorgan Chase Bank, N.A. (“JPMC Bank,” which provides consumer banking services) (together, “Chase”).
- Plaintiffs allege that Chase violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the “TCPA”), by making automated telephone calls (i.e., using an automatic telephone dialing system and/or an artificial or prerecorded voice) and sending text messages to cell phones, including for purposes of Automatic Alerts, in connection with Chase credit card and bank accounts without the prior express consent of the people contacted. “Automatic Alerts,” as used in this Notice, are automated calls or texts to a cell phone that provide account information (but not information sent to confirm or identify suspected fraudulent activity).
- Plaintiffs and Chase have reached a proposed settlement (the “Settlement”) as described below.
- **You are part of the Settlement and are eligible to submit a Claim for a cash payment if, on or after July 1, 2008 through December 31, 2013, you received:**
 - (1) Collection Calls. A “Collection Call” is an automated call to a cell phone in connection with attempts to collect debts relating to a Chase credit card or bank account.
 - (2) Wrong-Party Automatic Alerts. A “Wrong-Party Automatic Alert” is an automated call or text to a cell phone in connection with providing account information (not sent to confirm or identify suspected fraudulent activity) relating to a Chase credit card or bank account, where the person who received the communication was not the intended recipient. Wrong-Party Automatic Alerts do not include Collection Calls.
- **You are part of the Settlement but are not eligible to submit a Claim for a cash payment if, on or after July 1, 2008 through December 31, 2013, you received Automatic Alerts regarding your own Chase credit card or bank account.** However, you may opt out of Automatic Alerts or withdraw your consent to continue receiving them by changing your account setting to stop receiving Automatic Alerts. Question 6 of this Notice explains how you can stop receiving Automatic Alerts. Chase also has agreed to pay \$1,000,000 to the Consumer Federation of America on behalf of consumers who received Automatic Alerts regarding their own Chase credit card or bank accounts.
- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	Certain persons in the Settlement Class (as described in Question 6 below) may submit a Claim Form to receive a cash payment. Those persons may submit a Claim Form online at www.GehrichTCPASettlement.com or by mail to Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112. If your Claim Form is not submitted by the deadline, you will not receive a cash payment.
Do Nothing	If you do nothing, you will not receive a settlement payment and will give up your rights to sue Chase separately.
Exclude Yourself or “Opt Out” of the Settlement	If you ask to be excluded, you will not receive a payment. This option allows you to pursue your own claims against Chase in the future. The deadline for some Settlement Class Members to exclude themselves has already passed. See Questions 9-10 below for more information.
Object	Write to the Court about why you believe the Settlement is unfair in any respect. The deadline for some Settlement Class Members to object has already passed. See Questions 13-15 below for more information.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the Settlement. The deadline for some Settlement Class Members to ask to speak to the Court about the fairness of the Settlement has already passed. See Question 15 below for more information.

- The Court still has to decide whether to approve the Settlement. Settlement payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-877-899-2893 or visit www.GehrichTCPASettlement.com
Para recibir este aviso en español, por favor llame o visite el sitio web del Acuerdo.

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BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510 (N.D. Ill.). Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I get an email or postcard about this Settlement? What if I saw something in a magazine about this Settlement?

If you receive an email or postcard describing this Settlement, that is because you may have received, on or after July 1, 2008 through December 31, 2013, Collection Calls or Automatic Alerts.

If you saw something in a magazine about the Settlement, you still may be part of the Settlement Class. See Question 5 below for more information.

3. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative Plaintiffs, also known as “Class Representatives,” assert claims on behalf of the entire class.

Here, the Class Representatives claim that, on or after July 1, 2008 through December 31, 2013, Chase violated the TCPA by using an automatic telephone dialing system (and/or an artificial or prerecorded voice) to make calls or send texts without “prior express consent,” within the meaning of the TCPA, from the recipients, including recipients who were not Chase customers and/or not the persons to whom Chase intended to direct the communications.

The Court has provisionally certified the lawsuit as a class action for settlement purposes only (the “Settlement Class”). Chase denies that it did anything wrong, and denies that this case would be certified as a class action in litigation.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Chase. Both sides agreed to a settlement to avoid the expense and distraction of litigation. The Class Representatives and the lawyers representing the Settlement Class (“Class Counsel”) think the Settlement is fair and recommend it for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are in the Settlement Class if, on or after July 1, 2008 through December 31, 2013, you received:

- (1) Collection Calls relating to a Chase credit card or bank account;
- (2) Automatic Alerts relating to a Chase credit card or bank account, and you were the intended recipient of the communication; or
- (3) Automatic Alerts relating to a Chase credit card or bank account, and you were not the intended recipient of the communication.

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The Settlement Class does not include any person who excludes himself or herself from the Settlement by following the procedures described under Question 10. A person who does not exclude himself or herself is a “Settlement Class Member.” Some Class Members were provided notice of this Settlement between October 2014 and February 2015 through publications in magazines and by emails and postcards. Other Class Members are receiving notice by emails and postcards at this time. See below for the relevant deadlines based on when you received notice of this Settlement.

If you have questions about whether you are part of the Settlement Class, you may call 1-877-899-2893 or visit www.GehrichTCPASettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What benefits does the Settlement provide?

Settlement Fund. Chase will pay the amount of \$34,000,000 into a fund (the “Settlement Fund”), which will cover: (1) cash payments to eligible persons in the Settlement Class who submit timely and valid Claim Forms; (2) a payment of \$1,000,000 to the Consumer Federation of America on behalf of persons in the Settlement Class who received Automatic Alerts relating to their own Chase bank or credit card accounts; (3) an award of attorneys’ fees and expenses to Class Counsel, in an amount not to exceed \$11,000,000, as approved by the Court; (4) service awards to the Class Representatives, in an amount not to exceed \$1,500 each, as approved by the Court; and (5) the costs of administering the Settlement. Any funds that remain unpaid 365 days following the Settlement’s Effective Date (as defined in the Settlement) will be donated to the Electronic Frontier Foundation.

Cash Payments. The following persons in the Settlement Class are eligible to submit a Claim Form and receive a cash payment: (1) persons who received Collection Calls relating to a Chase credit card or bank account; and (2) persons who received Automatic Alerts and *were not the intended recipient of the communications*. To submit a Claim Form, follow the procedures described under Question 8 below.

Dedicated Cy Pres Distribution. Persons in the Settlement Class who received Automatic Alerts relating to their own Chase accounts are not eligible for a cash payment and, thus, may not submit a Claim Form. For the benefit of those persons, Chase will pay \$1,000,000 to the Consumer Federation of America, subject to court approval.

Stopping Automatic Alerts. Persons who receive(d) Automatic Alerts relating to their own Chase accounts may request to stop Automatic Alerts by logging on to their Chase.com account and visiting the Customer Center or Account Alerts section to manage their current account alerts. Additionally, they may respond with “STOP” to Automatic Alerts sent by Chase to stop future Automatic Alerts. All such properly submitted changes will be processed in accordance with Chase’s normal business practice. Chase customers who do not have a Chase.com account may visit a local bank branch and request that a Chase bank representative make any changes to their Automatic Alerts.

No Portion of the Settlement Fund Will Return to Chase. Any amount remaining in the Settlement Fund after paying all valid and timely Claims to Settlement Class Members, attorneys’ fees and costs to Class Counsel, service awards to the Class Representatives, the costs of administering the Settlement and the dedicated *Cy Pres* distribution will be paid either: (1) in a second distribution to Settlement Class Members who submitted valid and timely Claim Forms and whose initial payments were cashed; or (2) if there are not enough funds to justify a second distribution, the remaining funds will be donated to the Electronic Frontier Foundation. There will only be a second distribution if there are enough funds to pay each Settlement Class Member \$3.00 or more through a second distribution. No portion of the Settlement Fund will return to Chase.

THE AMOUNT OF YOUR PAYMENT AND HOW YOU GET IT

7. How much will my cash payment be?

The amount of your cash payment depends on: (1) the type of communication you received from Chase (Collection Call or Wrong-Party Automatic Alert); (2) whether you are a Chase bank account customer or credit card holder; and (3) the total number of valid and timely Claim Forms submitted. The amount of each payment will be determined as follows:

First: The Garden City Group (the “Settlement Administrator”) will determine the portion of the Settlement Fund to be distributed to eligible Settlement Class Members after subtracting the dedicated *cy pres* distribution, the Court-approved award of attorneys’ fees and costs to Class Counsel, the Court-approved service awards for the Class Representatives and the costs of administering the Settlement (the “Net Settlement Fund”).

Second: The Settlement Administrator will calculate the amount that each eligible Settlement Class Member will receive from the Net Settlement Fund. Settlement Class Members may submit a Claim Form requesting payment for more than one category of relief, if they fit the descriptions of the different categories of relief offered by the Settlement. The Settlement Administrator will allocate a certain number of “Award Units” to each Claim that a Settlement Class Member submits, as follows:

1. Chase bank account customers who (1) are not also Chase credit card account holders, (2) received a Collection Call or a Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, will receive one (1) Award Unit.
2. Chase credit card account holders who (1) are not also Chase bank account customers, (2) received a Collection Call or a Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, will receive three (3) Award Units. Chase credit card holders get triple credit for Collection Calls or Wrong-Party Automatic Alerts because, unlike Chase bank account customers, their claims are not subject to certain unique legal defenses.
3. Persons in the Settlement Class who (1) are neither Chase credit card account holders nor Chase bank account customers, (2) received a Collection Call or Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, receive three (3) Award Units.
4. Persons in the Settlement Class who (1) are both Chase credit card account holders and bank account customers, (2) received a Collection Call or Wrong-Party Automatic Alert and (3) submit a valid and timely Claim Form, may receive no more than four (4) Award Units.

Third: The Settlement Administrator will add the total number of Award Units allocated to all the Settlement Class Members who submitted Claims and then divide this number into the Net Settlement Fund. The result will be the cash value of each Award Unit.

Fourth: The Settlement Administrator will determine each eligible claimant’s award by multiplying the claimant’s total Award Units by the value of each Award Unit.

Plaintiffs estimate that each eligible Settlement Class Member will receive a cash award of \$20-40 per Claim. **This is an estimate only. The final cash payment amount will depend on the total number of valid and timely Claims submitted by eligible Settlement Class Members.**

8. How do I get my payment?

To receive a payment, you must submit a Claim Form by **September 10, 2015**. You may submit a Claim Form by going to the Settlement Website at www.GehrichTCPASettlement.com and following the instructions. You may also request a hard copy of the Claim Form by calling the Settlement Administrator toll-free at 1-877-899-2893. Claim Forms sent by mail must be postmarked by **September 10, 2015** and mailed to:

Gehrich TCPA Settlement
c/o GCG
P.O. Box 35112
Seattle, WA 98124-5112

The Court will hold a hearing on October 22, 2015 at 10:00 a.m. to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

9. What am I giving up to get a payment or stay in the Settlement Class?

The TCPA permits consumers who receive automated calls or texts to their cell phones without their “prior express consent” to recover actual damages or \$500 in statutory damages per call or text. If the consumer proves that calls were placed or texts were sent “willfully,” the consumer can recover up to \$1,500 in statutory damages per call or text.

If you received an email or postcard that states that the deadline to exclude yourself from this Settlement is September 10, 2015, unless you exclude yourself, you will be a Settlement Class Member. That means that you can’t sue, continue to sue or be part of any other lawsuit against Chase on the TCPA claims, and other related claims, that are subject to the Settlement. It also means that all of the Court’s orders will apply to you and legally bind you. If you did not receive an email or postcard that states that the deadline to exclude yourself from this Settlement is September 10, 2015, then the deadline for you to exclude yourself from the Settlement has already passed.

The Settlement Agreement (available at www.GehrichTCPASettlement.com) specifically describes the claims you are releasing (“Released Claims” or “Release”) in detail, so read it carefully. In summary, the Release includes, without limitation, all claims that arise out of the use by Chase or Chase affiliates, acting for or on their behalf, of an “automatic telephone dialing system” and/or an “artificial or prerecorded voice” to make “calls” to a cellular telephone (to the fullest extent that those terms are used, defined or interpreted by the TCPA, relevant regulatory or administrative promulgations and case law, and which the parties agree includes voice and text messages) attempts to contact Settlement Class Members by or on behalf of the Released Parties (as defined in the Settlement) including, but not limited to, claims under or for violations of the TCPA and any other statutory or common law claim arising from the use of automatic telephone dialing systems and/or an artificial or prerecorded voice, including any claim (to the extent that such claims may exist) under or for violation of federal or state unfair and deceptive practices statutes and violations of any federal or state debt collection practices acts (including, but not limited to, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*).

If you have any questions about the Release or what it means, you can also talk to Class Counsel, listed under Question 11, for free, or you can, at your own expense, talk to your own lawyer.

The Release does not apply to persons in the Settlement Class who timely exclude themselves from the Settlement.

Questions? Call 1-877-899-2893 or visit www.GehrichTCPASettlement.com
Para recibir este aviso en español, por favor llame o visite el sitio web del Acuerdo.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive benefits from this Settlement, and you want to keep the right to sue or continue to sue Chase on your own about the Released Claims under the Settlement, then you must take steps to exclude yourself from the Settlement, unless the deadline has already expired based on when you received notice of this Settlement.

10. How do I exclude myself from the Settlement?

If you received an email or postcard that states that the deadline to exclude yourself from this Settlement is September 10, 2015, then you may **request exclusion from the Settlement by September 10, 2015**. To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded. You must sign the letter and include your full name, address, telephone number and all Chase credit card and bank account numbers (unless you do not have and have not had a credit card or bank account with Chase). You must also include the following statement: "I/we request to be excluded from the Settlement in the Gehrich action." **Your signed exclusion request must be postmarked no later than September 10, 2015 and mailed to:**

Gehrich TCPA Settlement
c/o GCG
P.O. Box 35112
Seattle, WA 98124-5112

If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Chase in the future. If you did not receive an email or postcard that states that the deadline to exclude yourself from this Settlement is September 10, 2015, then the deadline for you to exclude yourself from the Settlement has already passed, and you may not exclude yourself at this time.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and the Settlement Class as Class Counsel:

- Burke Law Offices, LLC;
- Terrell Marshall Daudt & Willie PLLC;
- Ankcorn Law Firm, PC;
- Saeed & Little LLP;
- Hyde & Swigart;
- Kazerouni Law Group, APC;
- Law Offices of Todd Friedman, P.C.; and
- Casey Gerry Schenk Francavilla Blatt & Penfield LLP.

You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will Class Counsel and the Class Representatives be paid?

Class Counsel will ask the Court to approve an attorneys' fee and cost award of up to 33% of the \$34,000,000 Settlement Fund -- after deducting the \$1,000,000 dedicated *cy pres* payment -- for a total award of \$11,000,000. This payment will compensate Class Counsel for investigating the facts, litigating the case and concluding the Settlement. Class Counsel will also request service awards of \$1,500 each for the five Representative Plaintiffs to compensate them for their time and effort.

The Court may award less than the amounts requested for Class Counsel and the Representative Plaintiffs. You may object to Class Counsel's application for attorneys' fees and costs and/or the service awards. For more information about making an objection, see Question 13 below.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court that I do not think the Settlement is fair?

If you received an email or postcard that states that the deadline to object to this Settlement is September 10, 2015, you can tell the Court that you don't agree with the Settlement or some part of it. If you are a Settlement Class Member, you can object to the Settlement and state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement in *Gehrich v. Chase USA and JPMC Bank*, Case No. 1:12-CV-5510 (N.D. Ill.). You must: (1) attach documents establishing, or provide information sufficient to allow the parties to confirm, that you are a Settlement Class Member; (2) include a statement of your specific objection; and (3) state the grounds for objection, as well as identify any documents that you want the Court to consider. **Your objection to the Settlement must be filed no later than September 10, 2015** with the Court:

Gehrich v. Chase USA and JPMC Bank,
Case No. 1:12-CV-5510
Clerk of the Court
U.S. District Court for the
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

Your objection must also be mailed to both Class Counsel and Chase's Counsel, as set forth below, **postmarked no later than September 10, 2015**:

Class Counsel: Beth Terrell, Esq.
Terrell Marshall Daudt & Willie PLLC
936 N. 34th Street, Suite 300
Seattle, WA 98103

Chase's Counsel: Julia B. Strickland, Esq.
Stroock & Stroock & Lavan LLP
2029 Century Park East, 16th Floor
Los Angeles, CA 90706

If you did not receive an email or postcard that states that the deadline to object to this Settlement is September 10, 2015, then the deadline for you to object to the Settlement already has already passed, and you may not file an objection at this time.

Questions? Call 1-877-899-2893 or visit www.GehrichTCPASettlement.com
Para recibir este aviso en español, por favor llame o visite el sitio web del Acuerdo.

THE FINAL APPROVAL HEARING

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing (“Final Approval Hearing”) to decide whether to approve the Settlement, including the amount of attorneys’ fees and costs to be paid to Class Counsel and the amount of service awards to be paid to the Class Representatives. This Final Approval Hearing will be held at 10:00 a.m. on October 22, 2015 at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois in Courtroom 2125. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether to award attorneys’ fees and costs and service awards as described above, and in what amounts. If there are objections, the Court will consider them. At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. The parties do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at the Final Approval Hearing, but you may attend at your own expense.

15. May I speak at the Final Approval Hearing?

If you received an email or postcard that states that the deadline to object to this Settlement is September 10, 2015, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a Notice of Intent to Appear at the Final Approval Hearing with the Court and mail it to all of the parties, at the addresses set out under Question 13. It must be filed and postmarked no later than September 10, 2015. If you did not receive an email or postcard that states that the deadline to object to this Settlement is September 10, 2015, then the deadline for you to ask the Court for permission to speak at the Final Approval Hearing has already passed.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not receive a cash payment after the Court approves the Settlement and any appeals are resolved. In order to receive a payment, you must submit a Claim Form. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Chase about the legal issues in this case, and all the decisions and judgments by the Court in this case will bind you, as will the Releases.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.GehrichTCPASettlement.com, where you will also find answers to common questions about the Settlement, plus other information to help you determine whether you are part of the Settlement Class and whether you are eligible for a payment. You may request a mailed copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-877-899-2893 or writing to: Gehrich TCPA Settlement, c/o GCG, P.O. Box 35112, Seattle, WA 98124-5112.

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