

**UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

**JESSE KRIMES, on Behalf of Himself and  
All Others Similarly Situated,**

**Plaintiff,**

**vs.**

**JPMORGAN CHASE BANK, N.A., and  
DOES 1-10,**

**Defendants.**

**No. 2:15-cv-05087**

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**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

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**I. INTRODUCTION**

Plaintiff Jesse Krimes, by and through the undersigned counsel, respectfully moves for Preliminary Approval of the proposed Settlement Agreement attached hereto as Exhibit A (the “Settlement Agreement”), and certification of the Settlement Class, which will resolve Plaintiff’s and all proposed settlement class members’ (“Settlement Class Members”) claims in this action. Defendant JPMorgan Chase Bank, N.A. (“Chase”) does not oppose this motion.

Plaintiff submits that the Court should grant preliminary approval because the proposed settlement, reached with the assistance of a neutral mediator, provides substantial relief for the Settlement Class and because the terms of the settlement are fair, adequate, and reasonable. Under the Settlement, Chase will make a payment to each Settlement Class Member in an amount equal to all fees that Chase collected from that Settlement Class Member plus all ATM surcharges third-party ATM operators charged that Settlement Class Member, in connection with that Settlement Class Member’s BOP Debit Card.<sup>1</sup>

The Settlement provides further that Settlement Class Members who still have active BOP Debit Card accounts will receive their settlement payments as automatic deposits, unless they elect to receive their payments by means of a check. (Settlement Class Members also can request a free replacement BOP Debit Card.) Settlement Class Members who do not currently have active BOP Debit Card accounts will be able to submit claims for payment by check. Further, Settlement Class Members requesting checks will have the option of requesting that any residual balance on their cards be included in their checks. The Settlement accordingly provides Settlement Class Members a full recovery of Chase fees and ATM surcharges paid in connection with their BOP Debit Cards and substantial flexibility in receiving such payments.

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<sup>1</sup> “BOP Debit Card” means a prepaid debit card issued to an inmate of the federal Bureau of Prisons (“BOP”), upon that inmate’s release from a federal correctional facility, as part of the U.S. Debit Card program operated for BOP by Chase.

As set forth in further detail herein, the Settlement meets the standard for preliminary approval. Thus, Plaintiff moves the Court to enter the [Proposed] Order Granting Preliminary Approval of Class Action Settlement submitted with this motion. That order contemplates: (1) the preliminary approval of the Settlement's terms; (2) the certification of the Settlement Class, for settlement purposes only; (3) the appointment of Plaintiff as the class representative; (4) the appointment of Golomb & Honik, P.C., as Class Counsel; (5) the appointment of Kurtzman Carson Consultants LLC ("KCC") as the Settlement Administrator responsible for Class Notice and Claim Administration; (6) the approval of the form, method, and plan of Class Notice; (6) the entry of procedures and deadlines for Settlement Class Members to make claims, to object, or to exclude themselves from the Settlement; and (7) the scheduling of a Fairness Hearing and related deadlines.

## **II. BACKGROUND**

### **A. Case Overview**

In September 2008, the United States Department of the Treasury ("Treasury") entered into a Financial Agency Agreement ("FAA") with Chase. The FAA requires Chase to act as Treasury's financial agent and operate the U.S. Debit Card Program, which "provide[s] debit card services to cardholders within and outside of the United States as necessary to facilitate the use of debit cards by Federal agencies and cardholders anywhere in the world." *See* ECF 14-4, FAA ¶ 3(c). In July 2011, Treasury and the Federal Bureau of Prisons ("BOP") executed an interagency agreement permitting BOP to participate in the U.S. Debit Card Program. The same month, Treasury executed a "Direction to Agent" obligating Chase to "provide U.S. Debit Card program products and services to the BOP." *See* ECF 14-6, Direction to Agent No. 30, ¶ 2. Under the U.S. Debit Card program operated by Chase for BOP (the "BOP Debit Card Program"), federal prison inmates receive prepaid debit cards upon release, containing and

permitting access to funds BOP held in trust for them during their incarceration (the “BOP Debit Card”). *See* ECF 1, Compl. ¶¶ 15-17.

Plaintiff Jesse Krimes was an inmate at a federal prison in Fairton, New Jersey. He received a BOP Debit Card upon his release in September 2013. *See id.* ¶ 27. On September 11, 2015, Plaintiff filed his complaint (“Complaint”) asserting claims against Chase on behalf of a putative class of all released federal prison inmates in the United States who received BOP Debit Cards pursuant to the BOP Debit Card Program. Plaintiff alleged unjust enrichment, conversion, unfair and deceptive practices, and other claims concerning fees charged to federal correctional facility releasees in connection with BOP Debit Cards; Chase’s disclosures to cardholders concerning those fees; and Chase’s possession of, and releasees’ access to, monies deposited onto BOP Debit Cards. Plaintiff sought monetary damages and other relief.

On November 20, 2015, Chase filed a motion to dismiss. *See* ECF 14. Plaintiff opposed the motion. *See* ECF 16. On March 4, 2016, the Court held a hearing on the motion to dismiss. Following the hearing, the Court issued an order denying Chase’s motion in part, taking other issues under advisement, and ordering further briefing on, and (if necessary) targeted discovery concerning, Chase’s immunity defenses. *See* ECF 22. The parties subsequently sought an extension of pertinent deadlines so they could engage an experienced mediator to aid in settlement negotiations, described below. *See* ECF 27. The Court granted this request on April 20, 2016. *See* ECF 28; *see also* ECF 29-30.

**B. Settlement Negotiations**

The parties engaged in informal discussions about potential resolution of the case shortly after the hearing on Chase’s motion to dismiss in March 2016. During those discussions, the parties discussed information provided by Chase that related to the scope of the putative class, the nature of the BOP Debit Card Program and Chase’s role thereunder, and the fees at issue in

this matter. After much back-and-forth between the parties' counsel, during which additional facts were learned and discussed, the parties concluded that it would be worthwhile to engage an experienced, neutral mediator to facilitate a potential resolution of this matter.

To that end, the parties jointly engaged an experienced mediator, Mr. Jonathan Marks. *See* Decl. of David J. Stanoch, Esq. ("Stanoch Decl.") ¶ 4 (Ex. B hereto). The mediation process was non-collusive and conducted at arms' length between the parties with divergent views as to the risks of litigation, and the ultimate value of any judgment, under the supervision of Mr. Marks. Prior to the mediation, Chase supplied Plaintiff's counsel with certain information pertinent to the case. The parties also provided Mr. Marks with case materials and information. *Id.* The parties also had multiple joint and *ex parte* telephone conversations with Mr. Marks. *Id.* These conversations culminated in an all-day, in-person mediation session before Mr. Marks on May 12, 2016. *Id.* ¶ 5. This mediation session resulted in a settlement. *Id.*

On May 31, 2016, the parties informed this Court of having reached an agreement. *Id.* ¶ 6. The parties requested and this Court granted a stay so the parties could finalize the anticipated settlement papers. *Id.* The parties executed the Settlement Agreement on August 1, 2016, memorializing the parties' agreement, subject to Preliminary Approval and Final Approval as required by Federal Rule of Civil Procedure 23. *Id.*

### **III. SUMMARY OF PROPOSED SETTLEMENT TERMS**

As set forth more fully below, the Settlement Agreement provides for payment by Chase of up to \$446,822 to the Settlement Class, to be distributed to eligible Settlement Class Members. *See* Agreement ¶¶ 45, 71. Notice and claims administration costs will be paid by Chase. *Id.* ¶ 47. If any of the \$446,822 remains unclaimed after the initial distribution of payments to Class Members, Chase will deduct costs of notice and claims administration before making a supplemental distribution on a pro rata basis. *Id.* ¶ 76. Chase will also separately pay

(pending Court approval) Plaintiff's requested service award, attorneys' fees, and costs, not to exceed \$250,000 in total. *Id.* ¶¶ 46-47. In exchange for Chase's undertakings, Plaintiff and the Settlement Class will provide Chase with a release of all claims that were or could have been alleged in the action. *Id.* ¶¶ 89-94. Final approval of the Settlement Agreement will result in the dismissal with prejudice of Plaintiff's individual and class claims against Chase. *Id.* ¶ 70(d). The notice program is designed to reach the greatest practicable number of Settlement Class Members, *see id.* ¶¶ 53-68, and the flexible distribution plan for paying eligible Settlement Class Members is designed to maximize the number of Settlement Class Members receiving a payment. *See, e.g., id.* ¶ 73. Both the notice program and claims administration will be overseen by KCC, a reputable organization with deep experience in the field. *See id.* ¶ 37; *see also* Ex. C hereto (declaration of Patrick M. Passarella on behalf of KCC).

**A. The Settlement Class**

The Settlement Agreement contemplates a nationwide settlement class consisting of all persons in the United States who were issued BOP Debit Cards upon their release from a federal correctional facility, from the inception of the BOP Debit Card Program through the date of preliminary approval of this settlement. *See* Agreement ¶¶ 43, 72. The total class will number more than 50,000, the approximate number of BOP Debit Cards issued by Chase since the implementation of the BOP Debit Card Program.

**B. Monetary Relief**

Chase will pay a total of up to \$466,822 for monetary relief to the Settlement Class. Agreement ¶¶ 45, 71. From this amount, each Settlement Class Member will be entitled to receive a settlement payment in the amount of all fees imposed by Chase, as well as all third-party ATM surcharges, that the Settlement Class Member incurred on his or her BOP Debit Card before the date of preliminary approval. Agreement ¶ 71. That is, each Settlement Class Member

will be entitled to recover all Chase-related fees or third-party ATM surcharges he or she paid in connection with his or her BOP Debit Card up to the date of preliminary approval. *Id.*

Settlement Class Members who still have active BOP Debit Card accounts will receive their settlement payments via deposit back into their accounts. *Id.* ¶ 73. Or, at their election, Settlement Class Members may choose instead to receive either a paper check or a replacement debit card at no charge by submitting a claim form. *Id.* Settlement Class Members who no longer possess an active BOP Debit Card account can, through a claims process, request to receive their settlement payment via a paper check. *Id.* ¶ 75. In addition, eligible Settlement Class Members opting to receive a paper check may also request to receive any residual balance on their BOP Debit Cards, essentially permitting Settlement Class Members to “cash out” their BOP Debit Cards at no cost. *Id.* ¶ 77.

**C. Class Release**

As consideration for the monetary relief under the Settlement Agreement, Chase will receive a Release from each Settlement Class Member as more specifically delineated in the Settlement Agreement with respect to any claim that was alleged or could have been alleged in the Complaint, and that relates to Chase’s possession of Settlement Members’ funds, or Settlement Class Members’ access to their funds, as part of the BOP Debit Card Program; the imposition of Chase fees or ATM surcharges in relation to the BOP Debit Card Program; and the disclosures (e.g., fee schedule) provided by Chase in relation to BOP Debit Cards. *See* Agreement ¶¶ 89-94. If the settlement receives final approval, this action will be dismissed with prejudice. *Id.* ¶ 70(d).

**D. The Notice Program and Settlement Administration**

Chase will advance and pay all notice program and settlement administration costs. Agreement ¶ 47. This is an added benefit to the class as these costs will be paid separately from Chase's initial payment of the monetary relief discussed above, as well as any payment of a service award, attorneys' fees, or costs. *Id.* The parties have selected KCC as the notice and settlement administrator for this Settlement. *Id.* ¶ 37. The Class Notice, which KCC will disseminate, has been designed to give the best notice practicable, is tailored to reach members of the Settlement Class, and is reasonably calculated under the circumstances to apprise the Settlement Class of the Settlement and, specifically, each Settlement Class Member's rights (i) to make claims (including in the event they are eligible for direct deposit but choose an alternate method of payment), (ii) to exclude themselves from the Settlement, or (iii) to object to the Settlement's terms, or Class Counsel's anticipated fee application and request for a service award for Plaintiff. *See id.* ¶¶ 53-68.

The Class Notice program includes: (i) direct mail notice; (ii) publication notice; (iii) the creation of a Settlement Website; (iv) the creation of a toll-free telephone number; and (v) long-form notice with more detail than the direct mail or publication notices, which will be available on a Settlement Website, and/or upon written or telephonic request. *See id.* ¶¶ 53-54, 61, 64-66. All forms of Notice will include, among other information: (i) a context-appropriate description of the Settlement; (ii) the date by which Settlement Class Members may make a claim or form-of-payment election, exclude themselves from the Settlement Class, or object to the Settlement; (iii) the address of the Settlement Website; and (iv) the number of the toll-free telephone line. *Id.* ¶¶ 55-60. The Class Notice plan constitutes sufficient notice to persons entitled to receive it, and satisfies all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Requests for exclusion and Claim Forms (including requests to elect an alternate method of payment) must be sent to the Settlement Administrator and postmarked or, in the case of Claim Forms, completed through the Settlement Website before their respective deadlines. *See* Agreement ¶¶ 58, 77. Objections must be filed with the Court, with copies of the objections sent to the parties' counsel, by the objection deadline. *Id.* ¶¶ 59-60. The deadlines for objections, requests for exclusion, and claims are all before the Fairness Hearing (*see* chart at Part VII, *infra*).

**1. Mailed Notice**

Chase will provide the Settlement Administrator with a list of those members of the Settlement Class identified through Chase's records, for which Chase has reasonably accessible mailing address information. *Id.* ¶¶ 53-54. The Settlement Administrator will disseminate mailed notice to those persons. *Id.* ¶¶ 54-57, 62. The mailed notice will further direct recipients to the Settlement Website or toll-free number for additional information, including the Long Form Notice or other papers if desired. *Id.* ¶ 65-66.

**2. Publication Notice**

The Settlement Administrator will cause notice of the Settlement to appear in print publications. *Id.* ¶ 64. Arrangements for publication must be completed no later than 60 days after the Preliminary Approval Order. *Id.* ¶¶ 25, 64. The publication notice will appear in publications by USA Today, ESPN, and People, and potentially additional options. *See* Ex. C (Decl. of Patrick M. Passarella on behalf of KCC).

**3. The Settlement Website and the Toll-Free Settlement Phone Line**

The Settlement Administrator will establish a Settlement Website as a means for Settlement Class Members to obtain notice of, and information about, the Settlement. *See* Agreement ¶ 65. The Settlement Website will include an electronic and printable copy of the

Long Form Notice, information about the litigation and the Settlement, and important court documents. *Id.* ¶ 52. The Settlement Website will also include an electronic and printable Claim Form, which may be submitted online or printed and mailed. *Id.*; *see id.* ¶ 16. The Settlement Website shall be activated as soon as practicable following Preliminary Approval, and prior to commencement of the Notice Program. *Id.* ¶ 40.

The Settlement Administrator will also establish and maintain an automated toll-free telephone line for Settlement Class Members to obtain additional information about the Settlement. *Id.* ¶ 66.

#### **4. Settlement Administration**

The Settlement Administrator's duties and responsibilities include, among other things: (i) establishing and maintaining a Post Office box for requests for exclusion from the Settlement Class; (ii) establishing and maintaining the toll-free telephone line for Settlement-related inquiries; (iii) establishing and maintaining the Settlement Website; (iv) handling any mailed Class Member inquiries; (v) processing requests for exclusion; (vi) tracking and processing Claims Forms; and (vii) taking all other steps the parties deem appropriate to effectuate the Settlement. *See, e.g.*, Agreement ¶¶ 50-52.

#### **5. Service Award, Attorneys' Fees, and Costs**

Chase will also not oppose Class Counsel's request for a reasonable service award, attorneys' fees, and costs up to a total of \$250,000. *Id.* ¶¶ 95-96. The service award will compensate Plaintiff for his time and effort in this matter, for participation in the settlement process, and for the risks he undertook in prosecuting this action. The service award, attorneys' fees, and costs will be paid by Chase apart from the monetary relief available to the Settlement Class. *Id.* ¶¶ 46, 95-96.

**IV. THE SETTLEMENT SATISFIES THE PRELIMINARY APPROVAL STANDARD**

Rule 23(e) of the Federal Rules of Civil Procedure provides for judicial approval of the compromise of claims brought on a class basis if the proposed class action settlement is “fair, reasonable, and adequate.” Approval of class action settlements is committed to the sound discretion of the district court. *See* Fed. R. Civ. P. 23(e). In exercising its discretion, district courts are mindful of the strong judicial policy favoring settlements. *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).

At the preliminary approval stage, “the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.” *Mack Trucks, Inc. v. Int’l Union, UAW*, Civ. A. No. 07-3737, 2011 U.S. Dist. LEXIS 51514, at \*7 (E.D. Pa. May 12, 2011) (internal quotations and citation omitted). Rather, a court should determine whether the “proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies[.]” *Id.* (internal quotations and citations omitted). A district court’s evaluation of a request to preliminarily approve a class action settlement focuses on whether the proposed settlement is the result of the parties’ good-faith negotiations, whether there was any discovery, if experienced counsel negotiated and support the settlement, and if the settlement is within the range of reasonableness. *See, e.g., In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995); *Glaberson v. Comcast Corp.*, Civ. A. No. 03-6604, 2014 U.S. Dist. LEXIS 172040, at \*14 (E.D. Pa. Dec. 12, 2014); *see also Manual for Complex Litigation (Fourth)* § 21.61-21.62. Here, each of these considerations warrants preliminary approval of the settlement.

**A. The Settlement Was The Result of Arms' Length, Informed Negotiations**

Typically, “[t]here is a presumption of fairness when a proposed class settlement, which was negotiated at arm’s-length by counsel for the class, is presented to the Court for approval.” *Newberg on Class Actions* § 11.41 (4th ed. 2002); *see, e.g., Glaberson*, 2014 U.S. Dist. LEXIS at \*14 (“Preliminary approval analysis often focuses on whether the settlement is the product of arms-length negotiations.”) (internal quotations and citation omitted).

Here, the parties engaged in arms’ length negotiations. *See, e.g., Stanoch Decl.* ¶¶ 4-7. The parties engaged the services of an experienced mediator, Mr. Jonathan Marks, with whom the parties had multiple joint and *ex parte* telephonic conferences. *Id.* ¶ 4. The parties also provided Mr. Marks with case materials and information. *Id.* The parties’ all-day, in-person mediation session occurred after Chase had provided information about the fees at issue and the scope and nature of the putative class. *Id.* ¶¶ 4-5. The parties’ discussions with Mr. Marks culminated in an agreement in principle. *Id.* Between the information provided by Chase, and Mr. Marks’ assistance, the parties and their counsel had an informed view of the strengths and weaknesses of their respective positions, the risks of continued litigation, and an appreciation for the substantial value this settlement delivers to the Settlement Class when evaluated in this context. *See id.* ¶¶ 7-12.

**B. There Was Discovery**

As noted above, Chase provided information to Plaintiff (and Mr. Marks) with information relating to the scope of the putative class, the nature of the BOP Debit Card Program and Chase’s role thereunder, and the fees challenged through the Complaint. *Id.* ¶ 4.

**C. Counsel Are Experienced In Similar Litigation**

Both sides' counsel are qualified and competent class action litigators, well-positioned to evaluate the strengths and weaknesses of continued litigation, as well as the reasonableness of the Settlement. Plaintiff's Class Counsel has successfully handled national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout the United States in both federal and state courts. *See Stanoch Decl.* ¶¶ 16-17.

**D. The Settlement Is Within The Range of Reasonableness**

In preliminarily assessing whether a settlement falls within the range of reasonableness, courts examine the potential relief to the class. *See, e.g., Mack Trucks*, 201 U.S. Dist. LEXIS at \*8. Here, the Settlement provides for payment to each eligible Settlement Class Member, up to a total of \$446,882. *See, e.g., Agreement* ¶¶ 45, 71, 73. The \$446,882 sum was settled upon because it accounts for all domestic Chase fees and ATM surcharges. If the total amount of initial distributions to Settlement Class Members is less than \$446,882, after deducting the cost of notice and settlement administration, Chase will make a second, pro rata distribution to all Settlement Class Members who received an initial distribution. *Id.* ¶¶ 45, 71, 76. Settlement Class Members with active BOP Debit Card accounts will automatically receive their cash payments via deposits directly onto their debit cards or, at their option, via check or replacement debit card. *Id.* ¶ 73. Further, Settlement Class Members opting to receive a check will have the additional option to request the residual balance on their BOP Debit Cards to be added to the settlement payment check, thus providing an alternative, simple, free way to receive all monies a Settlement Class Member might have on a BOP Debit Card. *See id.* ¶¶ 77, 86.

The reasonableness of the Settlement must also be viewed against the complexity, expense, and duration of litigation, the stage of the proceedings, and the likelihood of success at trial. *See, e.g., In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *In re Foundation for New Era Philanthropy Litig.*, 175

F.R.D. 202, 205 (E.D. Pa. 1997).<sup>2</sup> Each of these considerations weighs in favor of approving the Settlement.

Although Settlement Class Members' claims may vary in value, the continued litigation of this matter will require (and has already required) substantial resources. Stanoch Decl. ¶¶ 9-14. Continued litigation of this matter would necessitate further discovery, including depositions and the extraction, production, and analysis of various data from Chase. *Id.* This does not include any third-party discovery of government agencies that could be needed to address Chase's immunity defenses. *Id.* The parties have not yet briefed class certification, which likely would require expert disclosures and depositions, and motions for summary judgment have yet been filed. *Id.* ¶¶ 10, 13. All of these matters would require significant time and expense, and while Plaintiff and his counsel remain committed to Plaintiff's claims, they are also pragmatic that there is no guarantee of success and that substantial obstacles exist at the summary judgment, class certification, and trial phases as more fully discussed below. *Id.* ¶¶ 10-13.

Moreover, the Settlement was reached at a critical moment: after receipt of vital information from Chase, but before pivotal procedural and merits junctures after which the difficulty and expense of litigating Plaintiff's claims would have increased very substantially. This has enabled class counsel to evaluate with confidence the strengths and weaknesses of Plaintiff's claims and Chase's defenses. *See id.* Plaintiff also faces the very real prospect of being foreclosed from some or any recovery at all as a result of summary judgment or other motions practice, or at trial. *See id.*

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<sup>2</sup> As this motion only requests preliminary approval, not all of the *Girsh* factors are pertinent. Plaintiff reserves the right to present additional argument or evidence about the *Girsh* factors as appropriate.

**V. THE SETTLEMENT SATISFIES RULES 23(a) AND 23(b)**

“In order to approve a class settlement agreement, a district court must determine that the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)” are met. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 257 (3d Cir. 2009). “The requirements of Rule 23(a) and (b) are designed to insure that a proposed class has sufficient unity so that absent class members can fairly be bound by decisions of class representatives.” *Id.* (internal quotations and citation omitted). Here, the Settlement plainly satisfies Rules 23(a) and (b), and should be approved consistent with the “overriding interest in settling class action litigation.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d at 535.

**A. The Settlement Satisfies Rule 23(a)**

“Rule 23(a) lays out four threshold requirements for certification of a class action: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation.” *In re NFL Players Concussion Injury Litig.*, No. 15-2206, *et seq.*, 2016 U.S. App. LEXIS 6908, at \*22 (3d Cir. Apr. 18, 2016); *see* Fed. R. Civ. P. 23(a). The Settlement satisfies each of these requirements.

**1. The Class Is Numerous**

A class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a). Although no magic number exists, courts typically find the numerosity requirement to be satisfied if there are more than 40 class members. *In re NFL*, 2016 U.S. App. LEXIS 6908, at \*22. The settlement easily exceeds this threshold. According to Chase’s records, there are more than 50,000 class members.

**2. Common Questions of Fact and Law Exist**

Rule 23(a)'s commonality requirement also is satisfied here. "A putative class satisfies Rule 23(a)'s commonality requirement if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *In re NFL*, 2016 U.S. App. LEXIS at \*22 (internal quotations and citation omitted). Thus, commonality is "easily met" in most instances. *Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994).

Such is the case here. Plaintiff's and other Settlement Class Members' claims stem from a common course of conduct. For instance, the only way for each Settlement Class Member to access their funds upon release was through a Chase-issued BOP Debit Card. Each Settlement Class Member was subject to the same fees Chase charged in connection with the BOP Debit Card. Similarly, Chase's principal defenses, such as its government immunity defenses, are common to all Settlement Class Members.

**3. Plaintiff's Claims Are Typical**

The typicality requirement aims to assure that the interests of named class representatives align with the interests of the class. *See In re NFL*, 2016 U.S. App. LEXIS, at \*25. The Third Circuit has "set a low threshold for typicality." *Id.* (internal quotations and citation omitted). To this end, "even relatively pronounced factual differences will generally not preclude a finding of typicality where there is a strong similarity of legal theories or where the claim arises from the same practice or course of conduct." *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 311 (3d Cir. 1998) (internal quotations and citation omitted).

The proposed class representative's claims are identical to those of the Settlement Class. As alleged in the Complaint, Plaintiff alleges the same type of injury arising out of the same conduct or circumstances to which other Settlement Class Members were exposed. Plaintiff and Settlement Class Members could access their funds upon release only through a BOP Debit

Card. *See, e.g.*, ECF 1 ¶¶ 2-3, 8, 17. All Settlement Class Members were subject to the same schedule of fees. *See, e.g., id.* ¶¶ 5, 8. Thus, Plaintiff meets the typicality requirement, and is well-suited to represent other Settlement Class Members.

#### **4. The Adequacy Requirement Is Met**

Rule 23(a)(4) requires class representatives to “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). This requirement focuses on whether the representatives have any conflicts of interest with the interests of the class, and whether class counsel is capable of representing the class. *See Gen’l Tel. Co. of S.W. v. Falcon*, 457 U.S. 147, 157 n.13 (1982).

The proposed class representative’s interests are coextensive with, and not antagonistic to, the interests of the Settlement Class because Plaintiff and the absent members of the Settlement Class have an equally great interest in the relief offered by the Settlement, and there is no divergence between Plaintiff’s interests and those of the other members of the Settlement Class. *See Stanoch Decl.* ¶ 14. As noted above, the proposed class representative and other Settlement Class Members’ claims arise from the same conduct and turn on the same alleged misrepresentations and omissions, and the proposed class representative seeks remedies equally applicable and beneficial to himself and all other Settlement Class Members. Further, the proposed class representative is represented by qualified and competent Class Counsel with extensive experience and expertise in prosecuting complex class actions. *Id.* ¶¶ 16-17.

#### **5. The Settlement Satisfies Rule 23(b)(3)**

Pertinent to the settlement’s proposed monetary relief, Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions, and that class action treatment is superior to other available methods of adjudication.<sup>3</sup> Predominance “tests whether

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<sup>3</sup> Potential manageability concerns are not pertinent here because this is a proposed settlement class. *See Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 303-304 (3d Cir. 2011) (en banc).

proposed classes are sufficiently cohesive to warrant adjudication by representation.” *In re NFL*, 2016 U.S. App. LEXIS 6908, at \*42 (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997)). Courts are “more inclined to find the predominance test met in the settlement context.” *Sullivan*, 667 F.3d at 304 n.29 (internal quotations and citation omitted).

Plaintiff satisfies the predominance requirement because liability questions common to the Settlement Class substantially outweigh any possible individual issues. The claims of the proposed class representative and the Settlement Class are based on the same legal theories and the same uniform conduct. Further, resolution of the claims of Settlement Class Members through the settlement of a class action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. *See* Fed. R. Civ. P. 23(b)(3). Absent certification, potential class members would lack incentive to pursue individual claims due to the relatively small individual amounts at issue.

Resolution of the claims of the Settlement Class Members through the settlement of this action is also superior to a competing, copycat action filed on June 6, 2016, captioned *Sheib v. JPMorgan Chase & Co.*, No. 16-cv-2880 (E.D.N.Y.) (complaint attached as Exhibit D hereto). *See, e.g.*, Fed. R. Civ. P. 23(b)(3)(B) (matter pertinent to superiority includes “the extent and nature of any litigation concerning any controversy already begun by or against class members”); *In re Community Bank of N. Va.*, 418 F.3d 277, 309 (3d Cir. 2005) (discussing relevance of other individual suits in approving a class action settlement, and noting that “these individuals can opt-out and pursue their claims individually” if they wish). The complaint in *Sheib* – the only other such complaint known to Plaintiff – was filed after the parties to this litigation had already negotiated in good faith and reached a settlement in principle, and after this Court set a deadline for submission of a motion for preliminary approval of a class action settlement. The *Sheib*

complaint challenges the same BOP Debit Card Program, bringing claims on behalf of a putative nationwide class of BOP Debit Card holders who have incurred fees for using their cards or have an unused balance under \$20. *See* Ex. D. Thus, while the proposed *Krimes* Settlement Class (like the class named in the *Krimes* complaint) includes all individuals who received a BOP Debit Card, the proposed *Sheib* class includes those BOP Debit Card recipients who incurred a fee or have an unused balance under \$20. Those persons can receive relief under the proposed *Krimes* settlement – a namely, a refund of their fees and a means to obtain all unused funds, of whatever amount, by check for free.

#### **VI. THE NOTICE PROGRAM IS APPROPRIATE AND SHOULD BE APPROVED**

For due process purposes, “notice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Glaberson*, 2014 U.S. Dist. LEXIS 172040, at \*18; *see Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Notice should be the best practicable under the circumstances, including notice to all members who can be identified through reasonable efforts. *See Eisen*, 417 U.S. at 173.

The proposed Class Notice plan – collectively, direct mailed notice, publication notice, and a dedicated Settlement Website and toll-free telephone line – satisfies due process. The Class Notice will inform Settlement Class Members who are active cardholders that they will receive settlement payments via direct deposit or, upon their election, via paper check or replacement debit card; they may also request a free replacement BOP Debit Card. *See, e.g.,* Agreement ¶¶ 51-52, 53-59. Settlement Class Members who no longer possess an active card account will receive a paper check. *Id.* ¶¶ 73, 75. Eligible Settlement Class Members have the option to request their residual balances on BOP Debit Cards to be aggregated with any settlement payment being disbursed via paper check. *Id.* ¶¶ 56, 71, 86.

The Class Notice will also inform Settlement Class Members about their options for opting-out of or objecting to the Settlement, the time and location of the Fairness Hearing, the pertinent terms of the Settlement, and how to obtain additional information. The language of the proposed Notice is plain and easy to understand and provides neutral and objective information about the nature of the Settlement. *See generally* Ex. C (Decl. of Patrick M. Passarella on behalf of KCC).

Accordingly, the proposed plan to disseminate Class Notice satisfies due process requirements. *See, e.g., Esslinger v. HSBC Bank Nevada, N.A.*, Civ. A. No. 10-3213, 2012 U.S. Dist. LEXIS 165773, at \*19 (E.D. Pa. Nov. 2012) (“[F]irst-class mail and publication regularly have been deemed adequate under the stricter notice requirements . . . of Rule 23(c)(2).”) (alteration in original) (quoting *Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 91 (3d Cir. 1985)); *Hanlon v. Palace Enmt. Holdings, LLC*, Civ. A. No. 11-987, 2012 U.S. Dist. LEXIS 364, at \*17 (W.D. Pa. Jan. 3, 2012) (use of summary notice via email or postcard, based on defendant’s databases, “provides a direct avenue to the persons most likely to be potential class members. The court finds this is the best notice practicable under the circumstances.”).

## **VII. THE PROPOSED SCHEDULE OF EVENTS**

The proposed schedule of events depends on the date this Court on which may enter a Preliminary Approval Order and schedule a Fairness Hearing. If a Preliminary Approval Order is entered on September 1, 2016 (for the sake of illustration), the parties propose the following deadlines:

<b>Event</b>	<b>Deadline</b>
Deadline for Commencement of Class Notice	October 31, 2016
Deadline to File Fee and Service Award Application	December 9, 2016
Deadline for Class Members to Submit Claim, Object, or Opt-Out	December 30, 2016
Earliest Date for Fairness Hearing	January 30, 2017

If Preliminary Approval is not granted by September 1, Class Counsel can propose dates by which the events above will occur.

### **VIII. CONCLUSION**

For the reasons set forth herein, Plaintiff respectfully requests that the Court preliminarily approve the class action settlement, conditionally certify the Settlement Class, approve the proposed notice plan, and schedule a fairness hearing.

**Dated: August 1, 2016**

**BY:** /s/ DJS8892

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*Attorneys for Plaintiff and the Proposed Class*

**CERTIFICATE OF SERVICE**

I, David J. Stanoch, Esquire, hereby certify that on this 1<sup>st</sup> day of **August, 2016**, a copy of the foregoing **Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement** was filed and served upon all counsel via operation of the Court's CM/ECF system.

*/s/ DJS8892*

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**David J. Stanoch, Esquire**

# EXHIBIT A

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made and entered into this 1st day of August, 2016, by and among (1) Plaintiff Jesse Krimes for himself and on behalf of the Settlement Class, and (2) Defendant JPMorgan Chase Bank, N.A. (“Chase”) (together, the “Parties”), and subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties enter into this agreement by and through their respective counsel. As provided herein, the Parties, Chase’s counsel, and Class Counsel hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against Chase in the action titled *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.) (the “Action”), shall be settled and compromised upon the terms and conditions contained herein.

### **I. Recitals**

1. In September 2008, the United States Department of the Treasury (“Treasury”) entered into a Financial Agency Agreement (“FAA”) with Chase. The FAA requires Chase to act as Treasury’s financial agent and operate the U.S. Debit Card program, which “provide[s] debit card services to cardholders within and outside of the United States as necessary to facilitate the use of debit cards by Federal agencies and cardholders anywhere in the world.” (ECF No. 14-4, FAA ¶ 3(c)).
2. In July 2011, Treasury and the Federal Bureau of Prisons (“BOP”) executed an interagency agreement permitting BOP to participate in the U.S. Debit Card program. The same month, Treasury executed a “Direction to Agent” obligating Chase to “provide U.S. Debit Card program products and services to the BOP.” (ECF No. 14-6, Direction to Agent No. 30 ¶ 2).
3. Under the U.S. Debit Card program operated for BOP, federal prison inmates receive Chase prepaid debit cards upon release, containing and permitting access to funds BOP held in trust for them during their incarceration. (ECF No. 1, Compl. ¶¶ 15-17).
4. Plaintiff was an inmate at a federal prison in Fairton, New Jersey. He received a Chase prepaid debit card upon his release in September 2013. *Id.* at ¶¶ 27-28.
5. On September 11, 2015, Plaintiff filed an action against Chase on behalf of a putative class of all released federal inmates in the United States who received a Chase prepaid debit card pursuant to the U.S. Debit Card program. Plaintiff alleged unjust enrichment, conversion, unfair and deceptive practices, and other claims relating to Chase’s alleged nonconsensual possession of federal inmates’ funds, and the amounts and disclosure of fees in connection with using a BOP Debit Card. *See id.*
6. On November 20, 2015, Chase filed a motion to dismiss. (ECF No. 14). Plaintiff opposed the motion. (ECF No. 16).
7. On March 4, 2016, the Court held a hearing on the motion to dismiss. Following the hearing, the Court issued an order denying in part Chase’s motion, taking other issues

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

8. On May 12, 2016, the Parties participated in a mediation before a neutral private mediator, reaching an agreement in principle on a proposed settlement.
9. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims (as defined in Paragraph 32) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, Chase, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

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

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

19. “Court” means the United States District Court for the Eastern District of Pennsylvania.
20. “Effective Date” means the second business day after all of the following events have occurred:
  - a. All Parties, Chase’s counsel, and Class Counsel have executed this Agreement;
  - b. The Court has entered the Final Approval Order without material change to the Parties’ agreed-upon proposed Final Approval Order as described in Paragraph 22; and
  - c. The time for seeking rehearing or appellate or other review of the Final Approval Order has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired.

Notwithstanding the foregoing, the Effective Date shall not be earlier than 35 days after Final Approval (as defined in Paragraph 21).

21. “Final Approval” means the date on which the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
22. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
23. “Inactive Cardholder” means any Cardholder who is not an Active Cardholder.
24. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
25. “Notice Deadline” means 60 days after Preliminary Approval.
26. “Notice Program” means the notice methods provided for in this Agreement and consists of (1) a mailed notice to all those Settlement Class Members for whom Chase can ascertain a mailing address from its records with reasonable effort (“Mailed Notice”),

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

27. “Objection Deadline” means 60 days after the Notice Deadline.
28. “Opt-Out Deadline” means 60 days after the Notice Deadline.
29. “Parties” means Plaintiff and Chase.
30. “Plaintiff” means Jesse Krimes.
31. “Preliminary Approval” means the date on which the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
32. “Released Claims” means all claims to be released as specified in Section XI.
33. “Released Parties” means those persons and entities released as specified in Section XI.
34. “Releases” means all of the releases contained in Section XI.
35. “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.
36. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.
37. “Settlement Administrator” means Kurtzman Carson Consultants LLC. Settlement Class Counsel and Chase may, by agreement, substitute a different Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Settlement Class Counsel or Chase may move the Court to substitute a different Settlement Administrator, upon a showing that the responsibilities of the Settlement Administrator have not been adequately executed by the incumbent.
38. “Settlement Class” means the class defined in Paragraph 43.
39. “Settlement Class Member” means any person included in the Settlement Class.
40. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as provided for in Section VII.
41. Except where otherwise specified, any time period specified in this Agreement shall be counted in calendar days.

42. Except where otherwise specified, any reference to a Paragraph, Section, or Exhibit shall be to the specified paragraph or section of this Agreement, or to the specified exhibit to this Agreement.

**III. Certification of the Settlement Class**

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

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

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

**IV. Settlement Consideration**

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

**V. Preliminary Approval**

48. Upon execution of this Agreement by all signatories, Class Counsel shall promptly move the Court for an order granting preliminary approval of this Settlement ("Preliminary Approval Order"). The proposed Preliminary Approval Order that will be filed with the motion shall be in a form agreed upon by Class Counsel and Chase. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as within the range of fairness, adequacy, and reasonableness; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the

Settlement Class or to object to the Settlement; (5) stay deadlines in the Action unrelated to Preliminary Approval and Final Approval, pending Final Approval of the Settlement; and (6) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for Chase, at which Final Approval hearing the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Class Counsel's application for attorneys' fees, costs, and expenses, and for a Service Award.

49. Within 10 days of the filing of the motion for preliminary approval, Chase, at its own expense, shall serve or cause to be served a notice of the proposed Settlement, in conformance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b) ("CAFA").

**VI. Settlement Administrator**

50. The Settlement Administrator shall administer various aspects of the Settlement as described in Paragraph 51 and shall perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Notice to Settlement Class Members as described in Section VII and administering the Claims processes.
51. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:
  - a. Obtaining from Chase the name and mailing address information for any Settlement Class Members as to whom Chase possesses such information in reasonably accessible electronic form, verifying and updating such information through the National Change of Address database, sending the Mailed Notice to any such Settlement Class Members, and re-mailing returned notices to the extent updated address information can be obtained through reasonable efforts;
  - b. Obtaining lists of Active Cardholders and Inactive Cardholders from Chase;
  - c. Effecting the Publication Notice;
  - d. Maintaining the Settlement Website;
  - e. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
  - f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
  - g. Responding to any mailed Settlement Class Member inquiries;

- h. Processing all written notifications of exclusion from the Settlement Class;
  - i. Processing all written requests by Cardholders to receive Settlement Payments by check rather than card deposit, as described in Paragraph 56;
  - j. Providing weekly reports and, no later than 10 days after the Opt-Out Deadline, a final report to Class Counsel and Chase, that summarize the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, and other pertinent information;
  - k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
  - l. Reviewing, determining the validity of, and responding to Claims submitted by Settlement Class Members;
  - m. After the Effective Date, processing and transmitting Claims to Chase for distributions to Settlement Class Members in accordance with Section IX;
  - n. Providing weekly reports and a final report to Class Counsel and Chase that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims granted and denied since the prior reporting period, the total number of Claims granted and denied to date, and other pertinent information; and
  - o. Performing any Settlement-administration-related function at the agreed-upon instruction of both Class Counsel and Chase.
52. The Settlement Administrator shall establish a Settlement Website as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notice, the order preliminarily approving this Settlement, the Claim Form, and such other documents as Settlement Class Counsel and Chase agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website will be agreed upon in writing by Chase and Class Counsel. The Settlement Website shall not include any advertising, and shall not bear or include the Chase logo or Chase trademarks. Ownership of the Settlement Website URL shall be transferred to Chase within 10 days of the date on which operation of the Settlement Website ceases.

**VII. Notice to Settlement Class Members**

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

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

54. Upon receipt of the Class Mailing List, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may exclude themselves from the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date upon which the Final Approval Hearing is scheduled to occur; a description of the Claims processes; and the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information.
55. The Notice shall inform Settlement Class Members that each Settlement Class Member who is an Active Cardholder shall receive his or her Settlement Payment (as defined below, at Paragraph 71) by deposit to his or her BOP Debit Card unless the Active Cardholder requests payment by check, as described in Paragraph 73.
56. The Notice shall further inform Settlement Class Members that any Settlement Class Member, including both Active and Inactive Cardholders, may submit a Claim Form to the Settlement Administrator requesting payment of his or her Settlement Payment by check. The Notice shall also inform Settlement Class Members that any Settlement Class Member may, pursuant to the same Claim Form, request that he or she receive, by check from Chase, both the Settlement Payment and any balance of funds remaining on his or her BOP Debit Card at the time the Settlement Payment is made (“Residual Balance”).
57. The Notice shall also inform Settlement Class Members that any Active Cardholder may, pursuant to the same Claim Form, request that he or she receive a free replacement BOP Debit Card from Chase, which will allow access to his or her Settlement Payment in addition to any Residual Balance.
58. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the Settlement Class Member’s intent to exclude himself or herself from the Settlement Class. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual’s name and address; a statement that he or she wants to be excluded from the Settlement in *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-05087-ER (E.D. Pa.); and the individual’s signature. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel shall file with the Court no later than 10 days prior to the Final Approval Hearing. Any

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

59. The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs, and expenses, and for the Service Award. Objections to the Settlement or to the application for attorneys' fees, costs, expenses, and for the Service Award must be electronically filed with the Court, or mailed to the Clerk of the Court, with a copy to Class Counsel and Chase's counsel. For an objection to be considered by the Court the objection must be: (a) electronically filed by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, Class Counsel, and Chase's Counsel, at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline.
60. For an objection to be considered by the Court, the objection must also set forth:
  - a. the name of the Action;
  - b. the objector's full name, address, email address, and telephone number;
  - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
  - d. all grounds for the objection, accompanied by any legal support for the objection;
  - e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
  - f. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
  - g. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
  - h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
  - i. the objector's signature (an attorney's signature is not sufficient).
61. Notice shall be provided in three ways: Mailed Notice (to persons on the Class Mailing List), Publication Notice, and Notice on the Settlement Website, with each method implemented pursuant to the terms of this section.
62. After the Settlement Administrator receives the Class Mailing List from Chase, the Settlement Administrator shall run the mailing addresses included in the Class Mailing List through the National Change of Address Database, and excluding any Department of Justice facilities, halfway houses, group homes, and other post-incarceration temporary

housing facilities, shall mail the Mailed Notice to Settlement Class Members on the Class Mailing List (the “Mailed Notice Program”). For any Mailed Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mailed Notice to the updated address indicated. For any Mailed Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and re-mail the Mailed Notice to the extent updated addresses are identified. The Settlement Administrator need only make one attempt to re-mail any Mailed Notices that are returned as undeliverable.

63. The Mailed Notice Program, with the exception of any re-mailed notice, shall be completed by the Notice Deadline.
64. The Settlement Administrator shall arrange for publication of the Publication Notice using a format agreed to by the Parties and approved by the Court. The Publication Notice shall be published by the Notice Deadline.
65. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.
66. The Settlement Administrator shall establish the toll-free telephone number contemplated in Paragraph 51 by the Notice Deadline.
67. Within 7 days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and Chase with one or more affidavits confirming that the Mailed Notice Program, Publication Notice, and posting of Notice on the Settlement Website were completed in accordance with the Parties’ instructions and the Court’s approval, and that the toll-free telephone number was established. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Plaintiff’s motion for final approval of the Settlement.
68. Within the parameters set forth in this Section VII, further specific details of the Notice Program shall be subject to the agreement of Class Counsel and Chase.

#### **VIII. Final Approval Order and Judgment**

69. Plaintiff’s motion for preliminary approval of the Settlement shall include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. The Final Approval Hearing shall be scheduled no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715, and no earlier than 150 days after preliminary approval of the Settlement is granted. By no later than 21 days prior to the Objection Deadline, Plaintiff shall file a motion for final approval of the Settlement and an application for attorneys’ fees, costs, and expenses and for the Service Award, and the Settlement Administrator shall post the same on the Settlement Website within two business days after said filing. By no later than 14 days prior to the Final Approval Hearing, the Parties shall file any responses to any objections, and any replies in support

of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards.

70. The proposed Final Approval Order that will be filed with the motion for final approval shall be in a form agreed upon by Class Counsel and Chase. Such proposed Final Approval Order shall, among other things:
- a. Determine that the Settlement is fair, adequate, and reasonable;
  - b. Finally certify the Settlement Class for settlement purposes only;
  - c. Determine that the Notice provided satisfied Due Process requirements;
  - d. Dismiss the Action with prejudice;
  - e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section XI, including during the pendency of any appeal from the Final Approval Order;
  - f. Release Chase and the Released Parties from the Released Claims, as set forth in Section XI; and
  - g. Reserve the Court's continuing and exclusive jurisdiction over Chase and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**IX. Settlement Distribution**

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

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

**X. Claims Process**

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

80. All Claims must be submitted to the Settlement Administrator no later than 60 days after the Notice Deadline (“Claims Deadline”). Claim Forms shall be available for download from the Settlement Website or by writing, calling, or emailing the Settlement Administrator. No later than 7 days after the Claims Deadline, the Settlement Administrator shall provide to Chase and Class counsel a report stating the number of Claims received.
81. The Settlement Administrator shall have final authority to determine the adequacy of the substantiation and the legitimacy of any Claim, based on transaction data provided by Chase. The Settlement Administrator shall have discretion to require a Claimant to submit additional information and documentation to support a Claim. In exercising its discretion under this paragraph, the Settlement Administrator shall take into account the burden imposed by requiring additional information and documentation, the number and amount of the Chase Fees and/or ATM Surcharges that are the subject of the Claim, and other appropriate considerations.
82. The Settlement Administrator shall provide written notice to all Claimants whose complete and timely Claims it proposes to reject in whole or in part, and shall provide each Claimant an opportunity to remedy curable deficiencies, and/or state any grounds for contesting the proposed decision of the Settlement Administrator, within 30 days of the date the Settlement Administrator sends notice by email or mail (whichever is earlier). A Claimant shall receive only one 30-day period in which to respond to the Settlement Administrator’s proposed rejection of a Claim. Untimely submission of a Claim is not a curable deficiency within the meaning of this paragraph.
83. If submitted by mail, a Claim (or remedial submission) shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted electronically, a Claim (or remedial submission) shall be deemed to have been submitted on the date it is uploaded to the Settlement Website.
84. All Claim Forms shall be subject to such anti-fraud procedures and random and/or selective audits as the Settlement Administrator shall adopt in its discretion. The Settlement Administrator shall be responsible for developing an appropriate plan to audit Claim Forms.
85. Within 30 days of the Effective Date, the Settlement Administrator shall submit a report to Chase and Class Counsel of all Claims the Settlement Administrator has found to be valid (“Valid Claims”).
86. Within 60 days after the Effective Date, Chase shall mail a check (or free replacement BOP Debit Card, in the case of an Active Cardholder who has requested on his or her Claim Form to receive his or her Settlement Payment in the form of a reissued BOP Debit Card rather than a check) to each Claimant who has submitted a Valid Claim. The check or replacement card shall convey the Claimant’s Settlement Payment, plus, if requested by the Claimant, his or her Residual Balance, if any. Settlement Payments made by check shall have an appropriate legend to indicate that such payments are Settlement

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

87. Checks will be cut and mailed by Chase, and will be sent to the addresses provided by Claimants to the Settlement Administrator. Chase shall make one and only one attempt to re-mail any returned check to the extent updated address information can be obtained through reasonable efforts. Chase shall provide no more than one such check to each Settlement Class Member and shall do so at no cost to the recipient. Checks shall be valid for 180 days. After expiration of any check, Chase will conduct an escheatment process in accordance with its standard practice and applicable law.
88. Within the parameters set forth in this Section X, further specific details of the Claims process shall be subject to the agreement of Class Counsel and Chase. In the event that the Settlement Administrator determines, in its discretion, that any adjustment to the Claims process or deadlines is called for, the Settlement Administrator shall confer with Class Counsel and Chase. Changes may be made to the Claims process set forth in this Section X by agreement between Class Counsel and Chase, in order to facilitate the working of the Claims process or accomplishment of the goals of the Claims process, subject to approval by the Court.

#### **XI. Releases**

89. As of the Effective Date, the Releasing Parties, each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Chase and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them (collectively, the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged in the Action and result from, arise out of, are based upon, or in any way relate to Chase’s possession of Settlement Class Members’ funds, or Settlement Class Members’ access to their funds, as part of the BOP Debit Card Program; imposition on Settlement Class Members of Chase Fees or ATM Surcharges in relation to the BOP Debit Card Program; or any disclosures or other communication to Settlement Class Members by Chase concerning BOP Debit Cards (the “Released Claims”).
90. For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including state unfair and deceptive trade practices statutes); causes of action under the common or civil laws of any state in the United States, including but not limited to unjust enrichment, negligence,

bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, rescission, or reformation; and also including, but not limited to, any and all claims in any state or federal court of the United States for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Chase after the Effective Date.

91. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims is asserted.
92. AS OF THE EFFECTIVE DATE, PLAINTIFF AND EACH RELEASING PARTY SHALL FURTHER AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
93. Plaintiff and/or any Releasing Party may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of this Section XI, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Paragraph and this Section XI.
94. In addition to any other defenses Chase may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

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

95. Chase agrees not to oppose Class Counsel's request for attorneys' fees, costs, expenses, and a service award to be paid to Plaintiff ("Service Award"), provided that the total amount of any such request does not exceed \$250,000. Any award of attorneys' fees, costs, and expenses, and Service Award, shall be paid by Chase separate and apart from the payments described in Section IX.
96. Within 14 days of the Effective Date, Chase shall pay to Class Counsel all Court-approved attorneys' fees, costs, and expenses, and the Service Award, not to exceed \$250,000 in total. In the event that the award of attorneys' fees, costs, and expenses, or the Service Award, is reduced on appeal, Chase shall only pay the reduced amount. Class Counsel shall timely furnish to Chase any required tax information or forms before such payments are made.
97. In no event shall Chase pay more than \$250,000 for Class Counsel's attorneys' fees, costs, and expenses and the Service Award combined.
98. The payment of attorneys' fees, costs, and expenses and the Service Award pursuant to Paragraph 96 shall be made through a wired deposit by Chase into an attorney client trust account to be designated by Class Counsel. After attorneys' fees, costs, and expenses and the Service Award have been deposited into this account, Class Counsel shall be solely responsible for allocating such attorneys' fees, costs, and expenses and the Service Award, and Chase shall have no role in the allocation.
99. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses, or the payment of the Service Award, in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses or of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

**XIII. Termination of Settlement**

100. This Settlement may be terminated by either Plaintiff or Chase by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 14 days (or such longer time as may be agreed between Class Counsel and Chase) after any of the following occurrences:
  - a. Class Counsel and Chase agree to termination before the Effective Date;
  - b. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
  - c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

- d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order, or the Settlement; or
- e. the Effective Date does not occur.

101. Chase also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days of its receipt from the Settlement Administrator of the final report specified in Paragraph 51, if more than 100 Settlement Class Members submit valid written notifications to exclude themselves from the Settlement Class.

**XIV. Effect of a Termination**

102. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of Chase's obligations under the Agreement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and Chase's right to oppose class certification.

103. In the event the Settlement is terminated in accordance with the provisions of Paragraphs 100 and/or 101, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

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

**XV. No Admission of Liability**

105. Chase disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Chase has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

106. Class Counsel and Plaintiff believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel and Plaintiff have concluded that the

proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

107. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
108. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

**XVI. Miscellaneous Provisions**

109. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
110. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
111. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.
112. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
113. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
114. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
115. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

116. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
117. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.
118. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

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

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

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

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

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

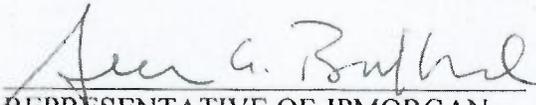
119. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Chase and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
120. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
121. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
122. Agreement Mutually Prepared. Neither Chase nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
123. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.
124. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Section XI, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

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

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

\_\_\_\_\_  
Jesse Krimes  
*Plaintiff*

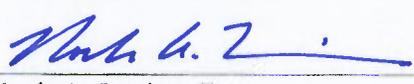
Dated: July 29, 2016

  
\_\_\_\_\_  
REPRESENTATIVE OF JPMORGAN  
CHASE BANK, N.A.  
*Defendant*

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

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

Dated: 8/1/2016

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

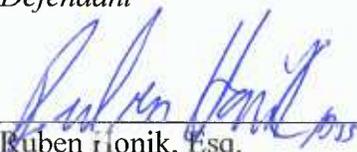
Dated: Aug 1, 2016

  
\_\_\_\_\_  
Jesse Krimes  
*Plaintiff*

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

\_\_\_\_\_  
REPRESENTATIVE OF JPMORGAN  
CHASE BANK, N.A.  
*Defendant*

Dated: 8/1/16

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

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

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

# EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

**JESSE KRIMES, on Behalf of Himself and  
All Others Similarly Situated,**

**Plaintiff,**

**vs.**

**JPMORGAN CHASE BANK, N.A., and  
DOES 1-10,**

**Defendants.**

**No. 2:15-cv-05087**

**DECLARATION OF DAVID J. STANOCH IN SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, David J. Stanoch, do hereby declare and state as follows:

1. I am an associate at the law offices of Golomb & Honik, P.C., and counsel of record for Plaintiff Jesse Krimes. I am licensed to practice in the Commonwealth of Pennsylvania, the United States District Court for the Eastern District of Pennsylvania, and other jurisdictions. I have personal knowledge of all the facts stated herein and, if called to testify as a witness, I could and would competently testify to them.

2. This declaration is made in support of Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement.

3. The Settlement provides substantial relief to the Class and the terms of the Settlement are fair, adequate, and reasonable.

4. The parties jointly engaged an experienced mediator, Mr. Jonathan Marks. Chase provided Plaintiff with information relating to the scope of the putative class, the nature of the BOP Debit Card Program and Chase's role thereunder, and the fees

challenged through the Complaint. The parties provided Mr. Marks with case materials and information. They also had multiple joint and *ex parte* telephone conversations with Mr. Marks.

5. The parties had an all-day, in-person mediation session before Mr. Marks on May 12, 2016. This mediation resulted in a settlement.

6. On May 31, 2016, the parties informed this Court that they had reached an agreement. The parties requested and this Court granted a brief stay so the parties could finalize the anticipated settlement papers. The parties executed the Settlement Agreement on August 1, 2016, memorializing the parties' agreement reached in May, subject to Preliminary Approval and Final Approval as required by Federal Rule of Civil Procedure 23.

7. The mediation process was non-collusive and conducted at arms-length between the parties with divergent views as to the risks of litigation, and the ultimate value of any judgment.

8. Although each individual Class Member's claim is relatively small in value, the continued litigation of this matter will require (and has already required) substantial resources, including the extraction, production, and analysis of various data from Chase. Future required efforts would include further data extraction, document production, and fact and expert witness testimony, as well as third-party discovery of government agencies as needed to address Chase's immunity defenses.

9. The parties have not yet briefed class certification, which likely would require expert disclosures and depositions, and dispositive motions have not yet been filed. All of these matters would require significant time and expense, and while Plaintiff

and Class Counsel are confident in the strength of Plaintiff's claims, they are also pragmatic that there is no guarantee of success and that substantial obstacles exist at the class certification, summary judgment, and trial phases.

10. The Settlement was reached at a pivotal stage: after receipt of critical data from Chase, but before pivotal procedural and merits junctures. This has enabled Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiff's claims and Chase's defenses. Plaintiff also faces the very real prospect of being foreclosed from some or any recovery at the class certification, summary judgment, or at trial.

11. Protracted litigation carries inherent risks that would have delayed and endangered Class Members' recovery.

12. This Settlement provides the best vehicle for Class Members to receive the relief to which they are entitled in a prompt and efficient manner without further delay.

13. The monetary relief under the Settlement represents a substantial benefit to the Class, and is reasonable given the procedural posture and complexity of this litigation and the substantial barriers that stood between now and any final judgment in favor of Plaintiff and the Class: denial of class certification; interlocutory Rule 23(f) appeal of class certification; summary judgment; exclusion of experts or other evidence; trial; and, post-trial appeals.

14. The proposed class representative's interests are coextensive with, and not antagonistic to, the interests of the Class because they have an equally great interest in the relief offered by the Settlement, and there are no diverging interests between the proposed class representative and the Class.

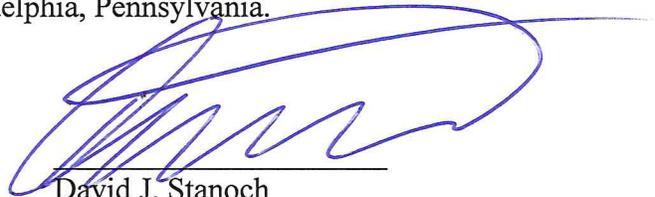
15. Absent settlement, this case could take at least an additional two years to litigate, including exhaustion of all appeals.

16. The proposed class representative is represented by qualified and competent Class Counsel with extensive experience and expertise in prosecuting complex class actions.

17. Golomb & Honik, P.C. has successfully handled national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout the United States in both federal and state courts, including: *Refund Anticipation Loan Litigation*, No.1:12-cv-02949 (N.D. Ill. 2012); *Spinelli v. Capital One Services*, No. 08-cv-132 (M.D. Fla. 2008); *Kardonick v. JP Morgan Chase & Co.*, No. 10-cv-23235 (S.D. Fla. 2010); *In re Discover Payment Protection Plan Marketing & Sales Practices Litigation*, MDL No. 2217 (N.D. Ill. 2011); *Esslinger v. HSBC Bank USA, Inc.*, No. 2:10-cv-03213 (E.D. Pa. 2010); *In re Bank of America Credit Protection Marketing & Sales Practices Litigation*, No. 3:11-md-02269 (N.D. Cal. 2011); *In re Budeprion XL Marketing & Sales Litigation*, MDL No. 2107 (E.D. Pa. 2012); *In re Checking Account Overdraft Litigation*, MDL No. 2036 (2009); *Mattel Lead Paint Class Action*, MDL No. 1897 (2007); *David v. American Suzuki Motor Corp.*, No. 08-CV-22278 (2007); *Cullen et al. v. Whitman Medical Corporation d/b/a Whitman Education Group, Inc., et al.*, 197 F.R.D. 136 (E.D. Pa. 2000); and *Whisnant, et al. v. General Chemical Corp., et al.* No. 99-12286, Court of Common Pleas of Delaware County, Pa., 1999. Golomb & Honik served on the Executive Committee in the multi-district litigation styled *In re Budeprion XL Sales & Marketing Practices Litigation*, and currently serves as Liaison Counsel in the multi-district litigation styled *In re Benicar (Olmestartan) Litigation*.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed this 1<sup>st</sup> August, 2016, in Philadelphia, Pennsylvania.

A handwritten signature in blue ink, appearing to read "David J. Stanoch", is written over a horizontal line. The signature is stylized and cursive.

David J. Stanoch

# EXHIBIT C

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

JESSE KRIMES, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

JPMORGAN CHASE BANK, N.A.,  
and DOES 1-10,

Defendants.

Case No. 1:15-cv-05087

**DECLARATION OF PATRICK M.  
PASSARELLA IN SUPPORT OF MOTION  
FOR APPROVAL OF CLASS NOTICE  
PLAN**

I, Patrick M. Passarella, declare as follows:

1. I am a Senior Vice President of Operations at Kurtzman Carson Consultants LLC (“KCC”), located at 3301 Kerner Boulevard, San Rafael, California. I am over 21 years of age and I am not a party to this action. I have personal knowledge of the facts set forth and, if called as a witness, could and would testify competently thereto.

2. I have over 20 years of experience in class action settlement administration. Over the course of my career, I have managed more than 500 class action settlements and I am an expert in claims processing and class member communications.

3. KCC has been retained to serve as Claims Administrator and to develop, with the parties’ input, the Claims Administration and Notice Plan.

4. This declaration will describe KCC’s experience, as well as the notice program (the “Notice Program”) proposed for this case.

**EXPERIENCE**

5. KCC is a class action administrator that specializes in providing comprehensive class action services including, but not limited to, pre-settlement consulting, email and mailing campaign implementation, website design, claims administration, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, class member data management, legal notification, call center

1 support, claims administration, and other related services critical to the effective administration of class  
2 actions. KCC has developed efficient, secure and cost-effective methods to properly handle the  
3 voluminous data and mailings associated with the noticing, claims processing, and disbursement  
4 requirements of settlements to ensure the orderly and fair treatment of class members and all parties of  
5 interest.

6 6. KCC's business is national in scope. Since 2000, KCC (along with Rosenthal &  
7 Company, which was acquired by KCC in 2010, and Gilardi & Company, which was acquired by KCC  
8 in 2015) has been retained to administer more than 6,000 class actions. As part of these class actions,  
9 KCC has provided noticing solutions in cases with class members that range in numbers from 22 to over  
10 22 million, and has distributed settlement payments totaling well over two billion dollars in the  
11 aggregate.

#### 12 NOTICE PLAN SUMMARY

13 7. The Class includes all persons in the United States who, up to and including the date of  
14 preliminary approval, were issued BOP Debit Cards upon their release from federal correctional  
15 facilities as part of the U.S. Debit Card program operated by JPMorgan Chase Bank, N.A. for the United  
16 States Treasury Department and the Federal Bureau of Prisons (collectively, the "Settlement Class  
17 Members").

#### 18 INDIVIDUAL NOTICE

19 8. Defendant will provide KCC with a list of all active and inactive cardholder names and  
20 mailing addresses for all Settlement Class Members as to whom Chase possesses such information in  
21 reasonably accessible electronic form. KCC will then evaluate all of the data provided and received to  
22 eliminate any known duplicate names and addresses and to analyze and prepare the data for email  
23 campaign and physical mailing. KCC will process the data and pre-assign a unique sequential control  
24 number to each Class Member that will be used throughout the administration process.

25 9. All mailing addresses will be run through the National Change of Address ("NCOA")  
26 database prior to mailing  
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**GENERAL CORRESPONDENCE**

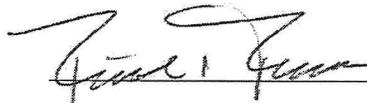
15. KCC will set up a post office box at the US Postal Service specific to this case. In the event class members write the claims administrator with questions, KCC will respond to inquiries promptly.

**CONCLUSION**

16. The Notice Program as described above is fair, reasonable, and adequate and provides the best practicable notice under the circumstances of this case. It is also consistent with other court-approved class action notice programs that KCC has administered. Thus, in my opinion and based on my experience, the plan satisfies due process.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at San Rafael, California, this 1<sup>st</sup> day of August, 2016.



Patrick M. Passarella

# EXHIBIT A

*Krimes v. JPMorgan*  
Settlement Administrator  
P.O. Box xxxxx  
City, ST xxxxxx-xxxx

**Important Notice**  
**About**

**Debit Card Settlement**

If You Paid Fees on Your  
U.S. Debit Card Issued by  
JPMorgan Chase Bank, N.A.,  
You May Be Eligible for a  
Payment from a Class Action  
Settlement.

«ScanString»

Postal Service: Please do not mark barcode

Claim#: JPK-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address2»

«Address1»

«City», «StateCd» «Zip»

«CountryCd»

JPK

A Settlement has been reached in a class action lawsuit about a debit card program operated by JPMorgan Chase Bank, N.A. (“Chase”) for inmates released from correctional facilities of the federal Bureau of Prisons (“BOP”). Under the program, inmates released since May 2012 have received the funds in their inmate trust accounts at the time of release on debit cards issued by Chase (“BOP Debit Cards”). The lawsuit, *Crimes v. JPMorgan Chase Bank, N.A.*, is pending in the United States District Court for the Eastern District of Pennsylvania. The lawsuit challenges the placement of inmates’ funds on the BOP Debit Cards, the fees Chase charged for use of the cards, and the disclosures Chase provided in connection with the cards. Chase denies any liability or wrongdoing. However, to settle the case and avoid the costs and risks of litigation, Chase has agreed to a settlement.

**Why am I being contacted?** Chase’s records show you are a member of the Settlement Class. The Settlement Class includes persons who reside in the United States and received a BOP Debit Card issued by Chase upon release from a federal correctional facility before [preliminary approval].

**What are the Settlement terms?** Chase has agreed to pay up to \$446,822 to members of the Settlement Class. Each Settlement Class member is entitled to receive a Settlement Payment in the amount of all Chase Fees and non-Chase ATM Surcharges the Class member paid in connection with his or her BOP Debit Card before [preliminary approval]. If any settlement funds remain after Chase pays claims in the Settlement, and after the costs of notice and administration of this Settlement have been paid, Settlement Class members may also be able to receive a share of any such remaining funds.

Chase has suspended fees for use of BOP Debit Cards for domestic ATM transactions, though non-Chase surcharges and/or fees may still apply.

**How do I get my Settlement Payment?** The answer depends on whether you are an Active Cardholder or Inactive Cardholder. You are an Active Cardholder if your BOP Debit Card account is open, is able to receive funds, and does not have a negative balance. You are an Inactive Cardholder if you are not an Active Cardholder. You can check if you are an Active Cardholder by contacting the Settlement Administrator at [XXX-XXX-XXXX].

- **Active Cardholders:** If you are an Active Cardholder, and you do not exclude yourself from this Settlement (*see Your rights may be affected*, below), you will receive your Settlement Payment *automatically* as a deposit on your BOP Debit Card. If you have lost your BOP Debit Card, or it has expired, you can call Chase at [XXX-XXX-XXXX] to request a new card at no cost. If you prefer to receive your Settlement Payment instead by check or a free replacement BOP Debit Card, you may file a Claim indicating that preference. Claims may be filed online, or by requesting a form at the Settlement website, [URL]. If you submit a Claim requesting your Settlement Payment by check, you may also request that the check include any remaining balance on your BOP Debit Card.
- **Inactive Cardholders:** If you are an Inactive Cardholder, you must seek your Settlement Payment by submitting a Claim, which will be paid by check. You may also request to receive any remaining balance on your BOP Debit Card.

**How do I submit a Claim?** You can view and print a paper claim form at [URL]. You can also request a claim form by calling [XXX-XXX-XXXX], or by emailing or writing to the Settlement Administrator. You can submit a Claim online at [URL] or by mail. The deadline to submit a Claim is [claims deadline].

**Your rights may be affected.** If you do not exclude yourself from the Settlement, you will be bound by the terms of the Settlement Agreement, including its Releases. If you do not want to be legally bound by the Settlement, you must ask (in writing) to be excluded from the Settlement Class by [opt-out deadline]. If you stay in the Settlement Class, you may object to the Settlement by [objection deadline]. The Court has scheduled a hearing to consider whether to approve the Settlement and a request for attorneys’ fees, costs, and expenses, plus a special service payment to the Class Representative who initiated the lawsuit, in a total amount not to exceed \$250,000. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. You can call the toll-free number [XXX-XXX-XXXX] or visit the website at [URL] to learn more about how to exclude yourself from or object to the Settlement.

**When will the hearing be held to determine approval of the Settlement, and where?** The Court will hold the final fairness hearing on [date] at [time] at the United States District Court for Eastern District of Pennsylvania, located at James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA, to decide whether to approve: (1) the Settlement, (2) Class Counsel’s request for attorney’s fees and expenses, and a service payment to the Class Representative, in a total amount of no more than \$250,000. The 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.

**Who are the lawyers for the Class?** The Court has appointed Golomb & Honik, of Philadelphia, Pennsylvania, as Class Counsel.

**For more information:** [URL]

# EXHIBIT B

Legal Notice

**If You Paid Fees on Your U.S. Debit Card Issued by JPMorgan Chase Bank, N.A.,  
You May Be Eligible for a Payment from a Class Action Settlement**

**What Is This Notice?**

A Settlement has been reached in a class action lawsuit about a debit card program operated by JPMorgan Chase Bank, N.A. ("Chase") for inmates released from correctional facilities of the federal Bureau of Prisons ("BOP"). Under the program, inmates released since May 2012 have received the funds in their inmate trust accounts at the time of release on debit cards issued by Chase ("BOP Debit Cards"). The lawsuit, *Krimes v. JPMorgan Chase Bank, N.A.*, is pending in the U.S. District Court for the Eastern District of Pennsylvania. The lawsuit challenges the placement of inmates' funds on the BOP Debit Cards, the fees Chase charged for use of the cards, and the disclosures Chase provided in connection with the cards. Chase denies any liability or wrongdoing. However, to settle the case and avoid the costs and risks of litigation, Chase has agreed to a settlement.

**Who Is Included?**

The Settlement Class includes anyone who resides in the United States and received a BOP Debit Card, issued by Chase, upon release from a federal correctional facility before [preliminary approval].

**What Are The Settlement Terms?**

Chase has agreed to pay up to a total of \$446,822 to members of the Settlement Class. Each Settlement Class member is entitled to receive a Settlement Payment in the amount of all Chase Fees and ATM Surcharges (fees charged by parties other than Chase for transactions using a BOP Debit Card) the Class member paid before [preliminary approval] for using his or her BOP Debit Card. If any settlement funds remain after Chase pays claims in the Settlement, and after the costs of notice and administration of this Settlement have been paid, Settlement Class members may also be able to receive a share of any such remaining funds.

**How Do I Get My Settlement Payment?**

The answer depends on whether you are an Active Cardholder or Inactive Cardholder. You are an Active Cardholder if your BOP Debit Card account is open, is able to receive funds, and does not have a negative balance. You are an Inactive Cardholder if you are not an Active Cardholder. You can check if you are an Active Cardholder by contacting the Settlement Administrator at [XXX-XXX-XXXX].

**Active Cardholders:** If you are an Active Cardholder, and you do not exclude yourself from this Settlement (*see Your Rights May Be Affected* below), you will receive your Settlement Payment *automatically* as a deposit to your BOP Debit Card. If you have lost your BOP Debit Card, or it has expired, you can call Chase at [XXX-XXX-XXXX] to request a new card at no cost. If you prefer to receive your Settlement Payment instead by check or a free replacement BOP Debit Card, you may file a Claim indicating that preference. Claims may be filed online, or by requesting a form at the Settlement website, [URL]. If you submit a Claim requesting your Settlement Payment by check, you may also

request that the check include the remaining balance on your BOP Debit Card.

**Inactive Cardholders:** If you are an Inactive Cardholder, you may seek a Settlement Payment, plus any remaining balance on your BOP Debit Card, by submitting a Claim. Inactive Cardholders will receive their Settlement Payments by check.

**How Do I Submit A Claim?**

You can view and print a paper claim form at [insert URL]. You can also request a claim form by calling [XXX-XXX-XXXX], or by emailing or writing to the Settlement Administrator. You can submit a Claim online or by mail. The deadline to submit a Claim is [claims deadline].

**Your Rights May Be Affected.**

If you do not exclude yourself from the Settlement, you will be bound by the terms of the Settlement Agreement, including its Releases. If you do not want to be legally bound by the Settlement, you must ask (in writing) to be excluded from the Settlement Class by [opt-out deadline]. If you stay in the Settlement Class, you may object to the Settlement by [objection deadline]. Visit the website, [insert URL], to learn more about how to exclude yourself from or object to the Settlement.

**When Will The Hearing Be Held To Determine Approval Of The Settlement, And Where?**

The Court will hold the final fairness hearing on [date] at [time] at the United States District Court for Eastern District of Pennsylvania, located at James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA, to decide whether to approve: (1) the Settlement, (2) Class Counsel's request for attorneys' fees and expenses, and a service payment to the Class Representative, in a total amount of no more than \$250,000. The 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.

**Who Are The Lawyers For The Class?**

The Court has appointed Golomb & Honik, of Philadelphia, Pennsylvania, as Settlement Class Counsel.

**For more information:** [URL]

# EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

## **If You Paid Fees on Your U.S. Debit Card Issued by JPMorgan Chase Bank, N.A., You May Be Eligible for a Payment from a Class Action Settlement.**

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

- A Settlement has been reached in a class action lawsuit about a debit card program operated by JPMorgan Chase Bank, N.A. (“Chase”) for inmates released from correctional facilities of the federal Bureau of Prisons (“BOP”). Under the program, inmates released since May 2012 have received the funds in their inmate trust accounts at the time of release on debit cards issued by Chase (“BOP Debit Cards”). The lawsuit, *Krimes v. JPMorgan Chase Bank, N.A.*, is pending in the United States District Court for the Eastern District of Pennsylvania. The lawsuit challenges the placement of inmates’ funds on the BOP Debit Cards, the fees Chase charged for use of the cards, and the disclosures Chase provided in connection with the cards. Chase denies any liability or wrongdoing. However, to settle the case and avoid the costs and risks of litigation, Chase has agreed to a settlement.
- You are a member of the Settlement Class, and you may be eligible for a payment under the Settlement, if you reside in the United States and received a BOP Debit Card issued by Chase when you were released from a federal correctional facility before [preliminary approval].
- Chase has agreed to pay up to a total of \$446,822 to members of the Settlement Class. Each Settlement Class Member is entitled to receive a Settlement Payment in the amount of all Chase Fees (as defined at Question 3 below) and ATM Surcharges (as defined at Question 4 below) the Class member paid in connection with his or her BOP Debit Card before [preliminary approval]. If any settlement funds remain after Chase pays claims filed in the Settlement, and after the costs of notice and administration of this Settlement have been paid, Settlement Class members may also be able to receive a share of any such remaining funds.
- If you are a member of the Settlement Class, you may receive your Settlement Payment by automatic deposit to your BOP Debit Card account or by check, depending on whether you are an Active Cardholder or an Inactive Cardholder (as defined immediately below).
  - **Active Cardholders:** You are an Active Cardholder if your BOP Debit Card account remains open and able to receive funds and does not have a negative balance. If you are an Active Cardholder, and you do not exclude yourself from this Settlement, you will receive your Settlement Payment automatically as a deposit on your BOP Debit Card. If you prefer to receive your Settlement Payment instead by check or a free replacement BOP Debit Card, you may file a Claim indicating that preference. If you submit a Claim requesting your Settlement Payment by check, you may also request that the check include the full remaining balance on your BOP Debit Card.
  - **Inactive Cardholders:** You are an Inactive Cardholder if you are not an Active Cardholder. If you are an Inactive Cardholder, you may seek a Settlement Payment, plus any remaining balance on your BOP Debit Card, by submitting a Claim. Inactive Cardholders will receive their Settlement Payments by check.
- Your legal rights are affected whether or not you act. Please read this notice carefully.
- The deadline for filing claims is [claims deadline].

### Summary Of Your Legal Rights And Options In This Settlement

<b>Get A Payment</b>	<p>If you are a member of the Settlement Class and you paid one or more Chase Fees or ATM Surcharges in connection with using your BOP Debit Card, you may be eligible for a Settlement Payment. Please read this notice carefully to determine how to claim your Settlement Payment.</p> <p style="text-align: center;"><b><u>Active Cardholders</u></b></p> <p>If your BOP Debit Card account is open and able to receive funds and does not have a negative balance, you are an Active Cardholder for purposes of this Settlement. Active Cardholders will receive their Settlement Payments <b>automatically</b>, by deposit to their BOP Debit Card accounts, unless they request a check in writing by filing a Claim form. You may check if you are an Active Cardholder by contacting the Settlement Administrator at <i>Krimes v. JPMorgan</i> Settlement Administrator, P.O. Box xxxx, City, ST xxxxx-xxxx.</p> <p style="text-align: center;"><b><u>Inactive Cardholders</u></b></p> <p>If you are an Inactive Cardholder, you may seek a Settlement Payment, plus any remaining balance on your BOP Debit Card, by submitting a Claim. Inactive Cardholders who file valid Claims will receive their Settlement Payments by check.</p>
<b>Submit a Claim Form</b>	<p>If you are an Inactive Cardholder, you must submit a Claim Form by [insert date] to receive a Settlement Payment.</p> <p>If you are an Active Cardholder, submit a Claim Form only if you wish to receive your Settlement Payment by check rather than automatic deposit to your BOP Debit Card account, or if you want a free replacement BOP Debit Card. If you submit a Claim requesting your Settlement Payment by check, you may also request that the check include the full remaining balance on your BOP Debit Card.</p>
<b>Exclude Yourself</b>	<p>Exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will receive no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against Chase about the claims in this case.</p>
<b>Object</b>	<p>Write to the Court if you do not like the Settlement. You may object to the Settlement and still receive a Settlement Payment if the Settlement is approved by the Court.</p>
<b>Go to a Hearing</b>	<p>Ask to speak in Court about the fairness of the Settlement.</p>
<b>Do Nothing</b>	<p>If you are an Active Cardholder, you will still receive any automatic payment to which you may be entitled. You will give up your right to participate in further litigation against Chase about the claims in this case.</p>

- These rights and options, and the deadlines to exercise them, are explained in this notice.
- The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

**What This Notice Contains**

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## BASIC INFORMATION

### 1. Why is there a notice?

This is a notice of a proposed Settlement of a class action lawsuit. Judge Eduardo C. Robreno of the United States District Court for the Eastern District of Pennsylvania is overseeing the lawsuit. The case is known as *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.). The person who sued is called the “Plaintiff.” JPMorgan Chase Bank, N.A. (“Chase”) is the “Defendant.”

The Court authorized this notice because you have a right to know about the proposed Settlement and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this litigation about?

The lawsuit challenges the placement of inmates’ funds on BOP Debit Cards, the fees Chase charged for use of the cards, and the disclosures Chase provided in connection with the cards. The Plaintiff alleges that the fees Chase charged were excessive and that cardholders did not consent to receive their funds on a BOP Debit Card or to pay fees to Chase. The Plaintiff also alleges that the fees were not properly disclosed when the cards were issued. The complaint in the lawsuit is posted on the Settlement website, [URL].

Chase denies any liability or wrongdoing but has agreed to settle the case to avoid the costs and risks of litigation.

### 3. What is a Chase Fee?

“Chase Fee” means a fee charged to a cardholder by Chase in connection with a BOP Debit Card.

### 4. What is an ATM Surcharge?

“ATM Surcharge” means a charge imposed on a cardholder by an ATM operator or owner other than Chase based on an ATM transaction executed by the cardholder using his or her BOP Debit Card.

### 5. Why is this a class action?

In a class action, a person called a “Class Representative” sues on behalf of himself and other people with similar claims. In this case, the Class Representative is the Plaintiff, Jesse Krimes, a former federal inmate who received a BOP Debit Card. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class,” that is, “Settlement Class Members.”

### 6. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Chase. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Chase did anything wrong. Chase denies all legal claims in this case. The Class Representative and his lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement by a postcard addressed to you, then Chase’s records show that you are a Settlement Class Member and Chase has your mailing address. But even if you did not receive a postcard, you may be a Settlement Class Member, as described below.

### 7. Who is included in the Settlement?

You are a member of the Settlement Class if you reside in the United States and received a BOP Debit Card upon your release from a federal correctional facility before [preliminary approval].

### 8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at [URL] or call the toll free number, [XXX-XXX-XXXX]. You may also send questions to the Settlement Administrator at *Krimes v. JPMorgan* Settlement Administrator, P.O. Box xxxx, City, ST xxxxx-xxxx.

## THE SETTLEMENT BENEFITS

### 9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. Chase will pay up to a total of \$446,822 to members of the Settlement Class. Chase will also pay an award of attorneys' fees, costs, and expenses, plus a special service payment to the Class Representative who initiated the lawsuit (*see* Questions 5 and 27), in a total amount to be determined by the Court but not to exceed \$250,000. Finally, Chase has agreed to pay costs associated with administering the Settlement.

**10. How much will my payment be?**

Each member of the Settlement Class is entitled to receive a Settlement Payment in the amount of all Chase Fees and ATM Surcharges the Class member paid before [preliminary approval].

If any settlement funds remain after Chase pays claims in the Settlement, and after the costs of notice and administration of this Settlement, Settlement Class members may also be able to receive a pro rata share of any such remaining funds. A "pro rata share" means a share of any remaining funds that is proportionate to the Settlement Class Member's original payment.

**11. When will I receive my payment?**

Settlement Class Members who submit valid claims and/or are entitled to automatic payments will receive their payments, either by check or by deposit to a BOP Debit Card account, only after the Court grants final approval of the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

**12. What other benefits does the Settlement provide?**

As part of the Settlement, Chase will allow any Settlement Class Member to receive all the funds remaining on his or her BOP Debit Card by check or replacement BOP Debit Card, at no cost. To receive a check for any money left on your BOP Debit Card, you must fill out and return a Claim Form.

Chase has suspended fees for use of BOP Debit Cards issued by Chase for domestic ATM transactions, though non-Chase surcharges and/or fees may still apply.

**13. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you cannot sue, or bring a claim against Chase through the arbitration process, or be part of any other lawsuit or arbitration against Chase about the issues in this case. (Arbitration is a process between consumers and businesses that uses a neutral person to resolve a dispute.) Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at [URL] and describes the claims that you give up if you remain in the Settlement.

## HOW TO RECEIVE A PAYMENT

**14. How can I receive a payment?**

Payments will be made in two ways, depending on whether you are an Active Cardholder or an Inactive Cardholder.

- An "Active Cardholder" is a cardholder whose BOP Debit Card account remains open and able to receive funds and does not have a negative balance.
- An "Inactive Cardholder" is any BOP Debit Card cardholder who is not an Active Cardholder.

**Automatic Payments for Active Cardholders:**

Settlement Class Members who are Active Cardholders and incurred one or more Chase Fees or ATM Surcharges before [preliminary approval] will receive automatic Settlement Payments. The total amount of Chase Fees and ATM Surcharges charged to each Active Cardholder will be deposited back into his or her BOP Debit Card account. This will happen unless the Active Cardholder files a Claim Form requesting payment by check, *see* Questions 19 and 20 below.

If you are an Active Cardholder, you are entitled to this *automatic* payment for all Chase Fees and ATM Surcharges you paid for using your card, and you do not have to do anything in order to receive that payment. As long as you do not exclude yourself from the Settlement (*see* Question 23) or file a Claim Form, the payment will be made automatically.

**Non-Automatic Payments for Inactive Cardholders:**

Any Settlement Class Member who is an Inactive Cardholder must file a Claim Form, as described below, to request a Settlement Payment. Claim Forms may be filed at any time before the Claims Deadline. The Claim Form requests payment in the form of a check. The Claims Deadline is [claims deadline].

If there are any pro rata payments to members of the Settlement Class (*see* Question 10, above), the pro rata payments will be made by check to Inactive Cardholders and to Active Cardholders who requested a check for their Settlement Payments, and by automatic deposit to all other Active Cardholders.

**15. How do I know if I am an Active or Inactive Cardholder?**

You are an Active Cardholder if your BOP Debit Card account is open and able to receive funds and does not have a negative balance. You can check if you are an Active Cardholder by contacting the Settlement Administrator at [XXX-XXX-XXXX].

**16. What if my BOP Debit Card is lost or expired?**

You can obtain a replacement BOP Debit Card for free by calling Chase at [XXX-XXX-XXXX].

**17. What if my BOP Debit Card account is closed?**

To be an Active Cardholder eligible to receive a Settlement Payment by automatic deposit to your BOP Debit Card account, your account must be open and able to receive funds. If your account is closed due to fraudulent activity (or at your request), you cannot receive an automatic deposit. You will only receive a Settlement Payment if you file a timely Claim to request payment by check.

**18. What if my BOP Debit Card account balance is negative?**

In order to receive a Settlement Payment by automatic deposit to your BOP Debit Card account, your BOP Debit Card account must not have a negative balance when the Settlement Payments are distributed. If your BOP Debit Card account has a negative balance when Settlement Payments are made, you will not receive a Settlement Payment by automatic deposit. You can check the balance of your BOP Debit Card account by calling Chase Customer Service at [XXX-XXX-XXXX] or by visiting [URL].

You may nevertheless file a Claim requesting your Settlement Payment by check. If you file a valid Claim, you will receive a check even if the balance of your BOP Debit Card is negative.

**19. Can I submit a claim instead of receiving an automatic payment?**

Yes. If you are an Active Cardholder, if you prefer to receive your Settlement Payment in the form of a check, rather than as an automatic deposit onto your card, you must submit a claim. The only way to request your remaining balance is by submitting a claim indicating that preference and receiving a check.

If you are an Inactive Cardholder, you must submit a claim to receive a payment. You will not receive an automatic deposit.

**20. How do I submit a claim?**

You can submit a claim online or by mail. You can view and print a paper claim form at [URL]. You can also request that a claim form be mailed to you by calling [XXX-XXX-XXXX], by emailing your request to the Settlement Administrator at [email address], or by writing to the Settlement Administrator at *Krimes v. JPMorgan* Settlement Administrator, P.O. Box xxxx, City, ST xxxxx-xxxx.

If you submit a claim, you also must provide information supporting your claim, including your name, mailing address, email address (if possible), telephone number, the name of the correctional facility you were incarcerated in and/or your release date, and BOP Register Number or BOP Debit Card Account Number. The Settlement Administrator may require you to provide additional information.

Claims must be postmarked or uploaded to the website no later than [claims deadline] and paper claims must be mailed to: *Krimes v. JPMorgan* Settlement Administrator, P.O. Box xxxx, City, ST xxxxx-xxxx.

**21. How will my claim be decided?**

After you submit your claim, the Settlement Administrator will analyze your claim to confirm whether you are entitled to a payment. If your application is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator will notify you to correct any problems with your claim. If you do not respond by the date given by the Settlement Administrator, your claim will be denied.

The Settlement Agreement, available at [URL], provides more detail on how claims will be decided.

**22. Can I request payment of all the funds in my BOP Debit Card account?**

When you submit a Claim, you may request that the check you receive for your Settlement Payment also include any funds remaining in your BOP Debit Card account.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or proceed in arbitration against Chase about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself. It is also sometimes called “opting out” of the Settlement Class.

**23. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, telephone number, and account number;
- A statement that you want to be excluded from the Chase Settlement in *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.); and
- Your signature.

You must mail your exclusion request, postmarked no later than [opt-out deadline], to *Krimes v. JPMorgan Settlement Administrator*, P.O. Box xxxx, City, ST xxxxx-xxxx. You cannot ask to be excluded on the phone, by email, or at the website.

**24. If I do not exclude myself, can I sue or bring an arbitration against Chase for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue or bring an arbitration against Chase for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit or arbitration.

**25. If I exclude myself, can I still get a payment?**

No. You will not get a Settlement Payment if you exclude yourself from the Settlement.

### THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

**26. Do I have a lawyer in the case?**

The Court has appointed lawyers from the law firm GOLOMB & HONIK, P.C. to represent all Settlement Class Members as “Settlement Class Counsel.” They are:

Richard Golomb, Esq.  
David J. Stanoch, Esq.  
GOLOMB & HONIK, P.C.  
1515 Market Street, Suite 1100  
Philadelphia, PA 19102  
(215) 278-4449

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

**27. How will the lawyers be paid?**

Class Counsel intend to request up to \$250,000 for attorneys’ fees and reimbursement of the costs and expenses of prosecuting the class action. This also includes a special service award to be paid to the Class Representative. The fees and expenses awarded by the Court will be paid by Chase, subject to the \$250,000 maximum. The Court will decide the amount to award.

### OBJECTING TO THE SETTLEMENT

**28. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s requests for fees and expenses, and/or the special service payment to the Class Representative. To object, you must submit a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Chase Settlement in *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.);
- The reasons you object to the Settlement, along with any supporting materials; and
- Your signature.

The requirements to object to the Settlement are described in detail in the Settlement Agreement in Paragraphs 59 and 60. You must mail your objection to each of the following three addresses, and your objection must be postmarked by [objection deadline]:

Clerk of the Court U.S. District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19107	Richard Golomb, Esq. GOLOMB & HONIK, P.C. 1515 Market Street, Suite 1100 Philadelphia, PA 19102	Noah A. Levine, Esq. WILMER CUTLER PICKERING HALE AND DORR LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007
--	--	--

**29. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

### THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on [date] at [time] at the United States District Court for Eastern District of Pennsylvania, located at James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA. The 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 this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the request by Class Counsel for attorneys' fees, expenses, and a service payment to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**31. Do I have to attend the hearing?**

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements described in Paragraphs 59 and 60 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**32. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the Chase Settlement in *Krimes v. JPMorgan Chase Bank, N.A.*, No. 15-cv-5087-ER (E.D. Pa.);
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that you will present to the Court; and
- Your signature.

You must send copies of your Notice of Intention to Appear, postmarked by [date], to all three addresses listed in Question 28. You cannot speak at the hearing if you exclude yourself from the Settlement.

### GETTING MORE INFORMATION

**33. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [URL]. You also may write with questions to the Settlement Administrator at *Krimes v. JPMorgan* Settlement Administrator, P.O. Box xxxx, City, ST xxxxx-xxxx or call the toll-free number, [XXX-XXX-XXXX], or contact Settlement Class Counsel.

# EXHIBIT D

**Krimes v. JPMorgan Settlement Administrator**  
 P.O. Box xxxx  
 City, ST xxxxx-xxxx



**JPK**

«Barcode»

Postal Service: Please do not mark barcode

Claim#: JPK-«ClaimID»-«MailRec»  
 «First1» «Last1»  
 «CO»  
 «Addr2»  
 «Addr1»  
 «City», «St» «Zip»  
 «Country»

**CLAIM FORM**

PLEASE FILL OUT THIS CLAIM FORM IF YOU WOULD LIKE TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT IN *KRIMES V. JPMORGAN CHASE BANK, N.A.*, NO. 15-CV-5087-ER (E.D. PA.), AND RECEIVE A PAYMENT FOR CHASE FEES OR ATM SURCHARGES YOU PAID IN CONNECTION WITH YOUR CHASE BUREAU OF PRISONS U.S. DEBIT CARD (“BOP DEBIT CARD”).

<i>Type or Print in the Boxes Below. Do NOT Use Red Ink, Pencil, or Staples.</i>			
First Name	MI	Last Name	
Mailing Address			
City		State	Zip Code
Tel (Day):		Tel (Eve):	
Email Address			
What is your BOP Register Number OR Chase BOP Debit Card account number (please indicate which one)?			
From which federal correctional facility were you released?			
What was your date of release?			

**REMAINING CARD BALANCE**

If you receive a Settlement Payment by check, your check can include any balance remaining on your BOP Debit Card. Please check the box below to request a check for any funds remaining on your card. <input type="checkbox"/> <b>YES</b> , please include any funds remaining on my BOP Debit Card with my Settlement Payment.
---

**REPLACEMENT BOP DEBIT CARD**

If you have an ACTIVE BOP Debit Card account, you may request a free replacement BOP Debit Card. You will receive any Settlement Payment as a deposit to your BOP Debit Card if you have an active account and you request a free replacement card. You will not receive a check. <input type="checkbox"/> <b>YES</b> , I have an active BOP Debit Card account and would like to receive a free replacement BOP Debit Card. I understand that my Settlement Payment will be deposited to my BOP Debit Card account.
---

**SIGNATURE AND CERTIFICATION UNDER PENALTY OF PERJURY**

I hereby declare under penalty of perjury that to the best of my knowledge and belief the information provided on this Claim Form is true and correct.	
Signature:	Date (mm/dd/yyyy):

Your Claim Form must be postmarked or filed online at [URL] no later than [date]. If you have any questions, please call [XXX-XXX-XXXX] or visit [URL].



«ClaimID»

JPKPOC02



# EXHIBIT D









18. That is precisely what happened to Plaintiff, who was released from Federal prison almost two years ago and who has had a remaining and inaccessible balance of \$10.53 on his debit card for nearly that long.

19. Plaintiff, individually and on behalf of all others similarly situated, seeks to put a halt to Defendant's unfair, unconscionable, and deceptive acts and practices and seeks to recover from Defendant all monies it obtained through its unfair, unconscionable and deceptive conduct.

### **THE PARTIES**

20. Plaintiff Brett Sheib is a citizen of the State of Florida who resides in Davie, Florida.

21. Defendant JPMorgan Chase & Co. is a major American bank and is a citizen of the State of New York. JPMorgan Chase is a national banking association with headquarters in New York, New York, and assets of \$2.6 trillion.

### **JURISDICTION AND VENUE**

#### **Jurisdiction**

22. This Court has original subject matter jurisdiction over this proposed class action pursuant to the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the *United States Code*), under 28 U.S.C. § 1332(d), which provides for the original jurisdiction of the federal district courts over “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A). Because Plaintiff is a citizen of the State of Florida and Defendant is a citizen the State of New York, at least one member of the plaintiff class is a citizen of a State different from Defendant. Further, Plaintiff alleges the matter













other barriers to reintegrating into society.

50. The harshness of the fee structure is designed to ensure that users will forfeit small, remaining balances to the Bank because of the difficulty or impossibility of retrieving them. This feature acts as another, hidden fee imposed on users of the JPMorgan Chase debit cards.

51. Indeed, the under-use of balances is a well-known phenomenon in the similar gift-card industry. As much as \$41 billion in gift-card value has gone unused since 2005, according to research firm TowerGroup, often due to the inability to “use up” remaining balances.

52. Upon information and belief, the same phenomenon impacts the JP Morgan Chase’s debit cards foisted upon Releasees—to JP Morgan Chase’s great benefit.

53. JPMorgan Chase’s fee schedule prevents Releasees from fully “using up” the funds placed on their debit cards. Balances under \$20.00 are not retrievable at an ATM. An in-person withdrawal at a Bank branch costs \$10.00, making it impossible to retrieve a remaining balance under that amount. And the Bank provides no indication anywhere in the debit card documentation, website, or other materials that a check refund of the remaining balance is a possibility—and charges \$15 for the right even when a debit card holder seeks a check.

## **II. JPMORGAN CHASE WINS THE RIGHT TO EXPLOIT RELEASEES THROUGH A NO-BID CONTRACT**

54. JPMorgan Chase won the right to force debit cards onto inmates released from Federal prisons when it signed a contract with the Federal Bureau of Prisons and the U.S. Department of the Treasury.

55. The contract was not subject to an open, competitive bidding process.

56. JPMorgan Chase’s no-bid deal to issue debit cards for various Federal agencies began in 1998, was extended in 2008, and eventually expanded to include cards for Federal

prisons.

57. Fees from Releasees make up most of the Bank's compensation for these cards, according to press reports.

58. According to a 2013 U.S. Department of the Treasury document, the program under which JPMorgan Chase issues debit cards is called "U.S. Debit Card."

59. JPMorgan Chase issues approximately 300,000 debit cards under U.S. Debit Card per year, including at least 50,000 cards to Releasees per year.

60. The U.S. Debit Card program includes not just Releasees from Federal prison, but also FEMA volunteer payments and Federal employee transportation benefits. Upon information and belief, the same fee structure is used on all accounts.

61. However, the Federal Bureau of Prisons prisoner release debit cards are the only cards that contain funds that are not a federal payment, but which are rightfully owned by the cardholder.

### **III. JPMORGAN CHASE DEBIT CARDS ARE FOISTED UPON RELEASEES WITHOUT CHOICE OR CONSENT**

62. When an inmate held a Federal prison operated by the Federal Bureau of Prisons is released, he or she is handed a debit card and a few sheets of information about the card.

63. The debit card is funded with the amount in the inmate's prison account, which is made of funds from working or from gifts sent by friends and relatives on the outside.

64. The inmate is given no choice whatsoever in how to receive his or her funds.

65. Defendant does not provide any other options for Releasees to access their funds.

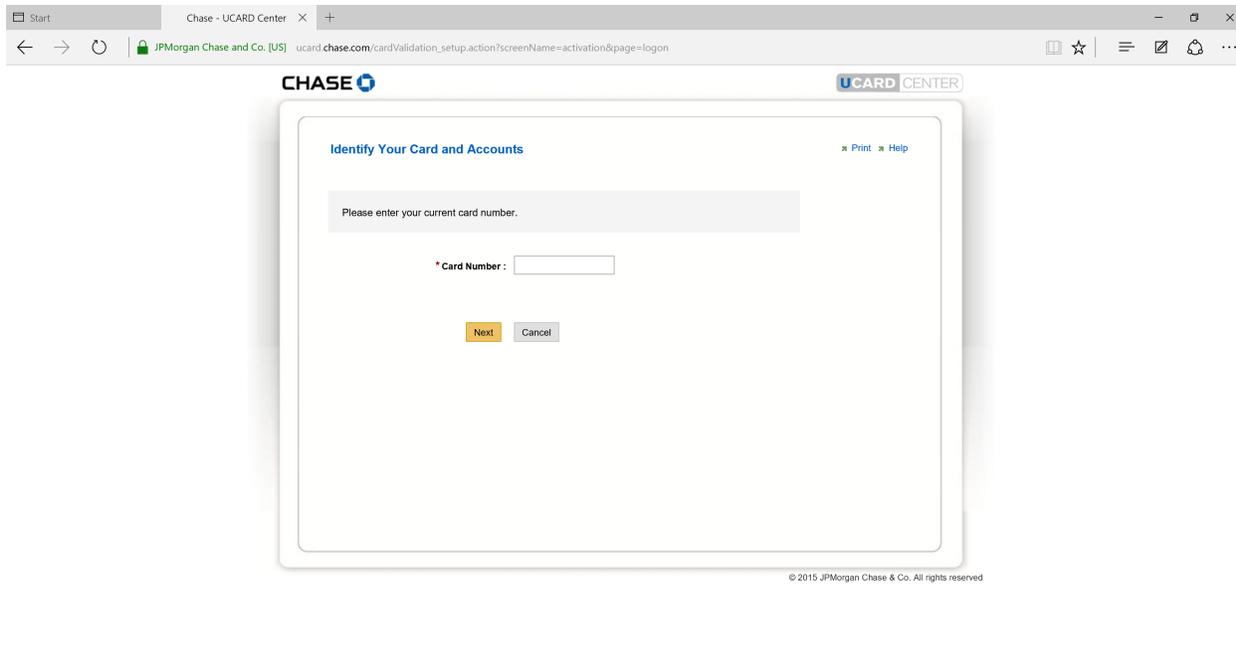
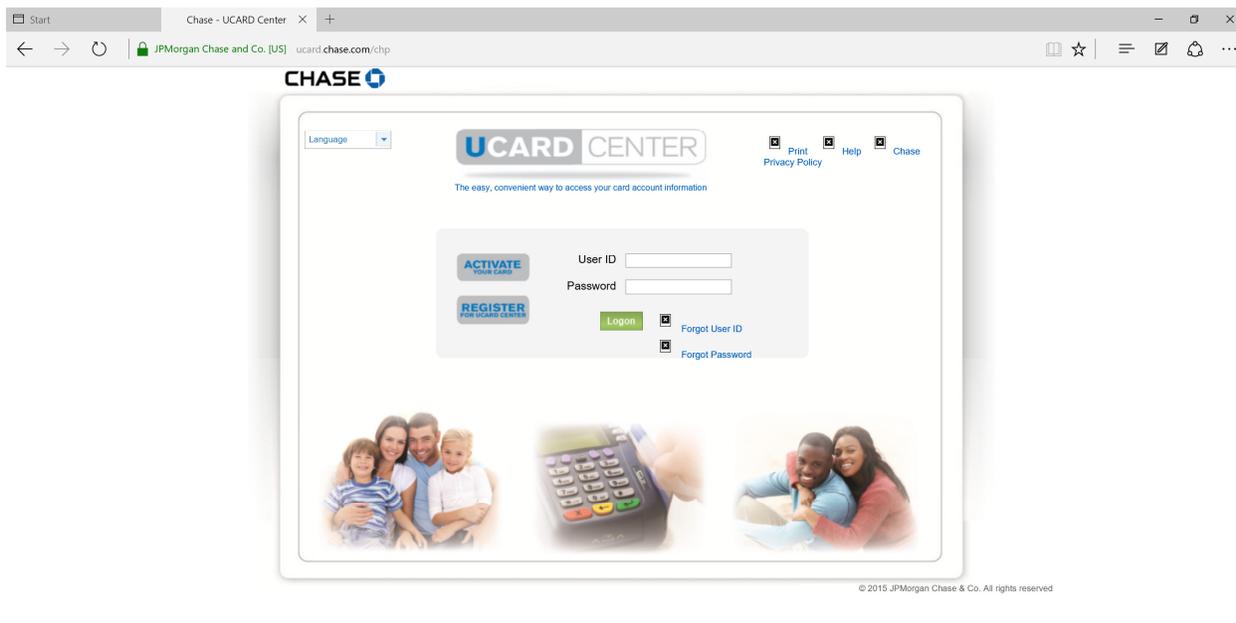
66. Releasees are not given any opportunity to read or decline any of the materials. Releasees do not sign any acknowledgment that they have understood or read the materials. As a result, Releasees do not form valid contracts with JPMorgan Chase with respect to the debit



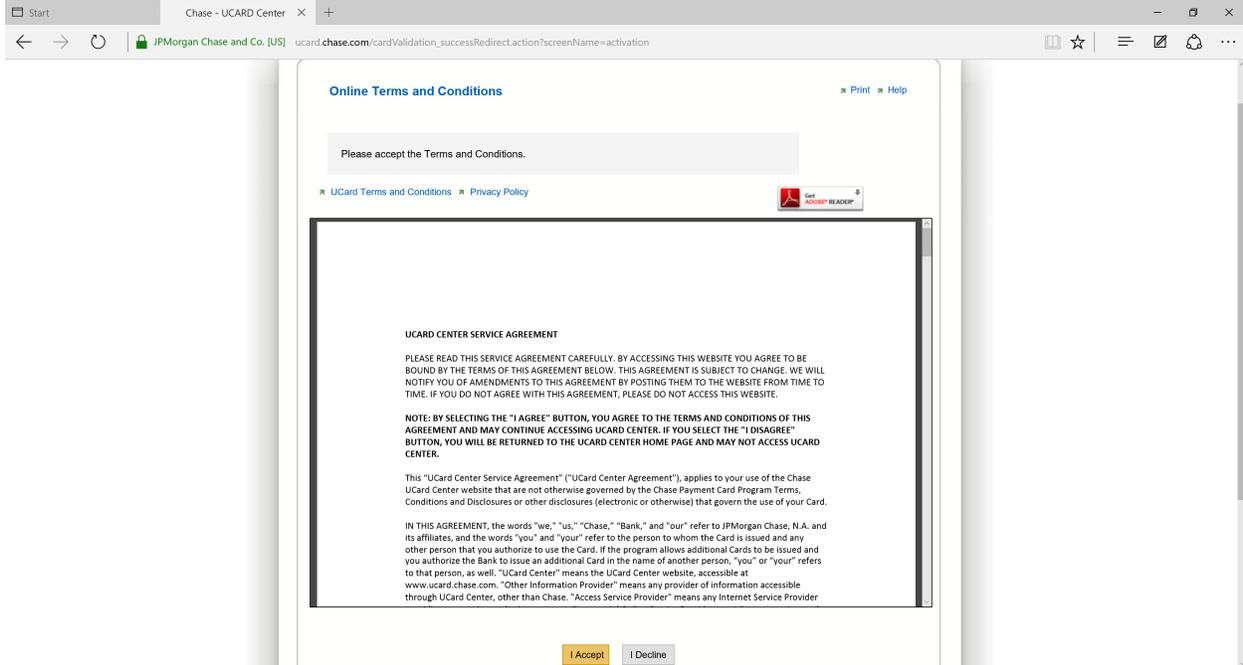


81. If a Releasee refuses to do so, he or she will have no access to his or her money.

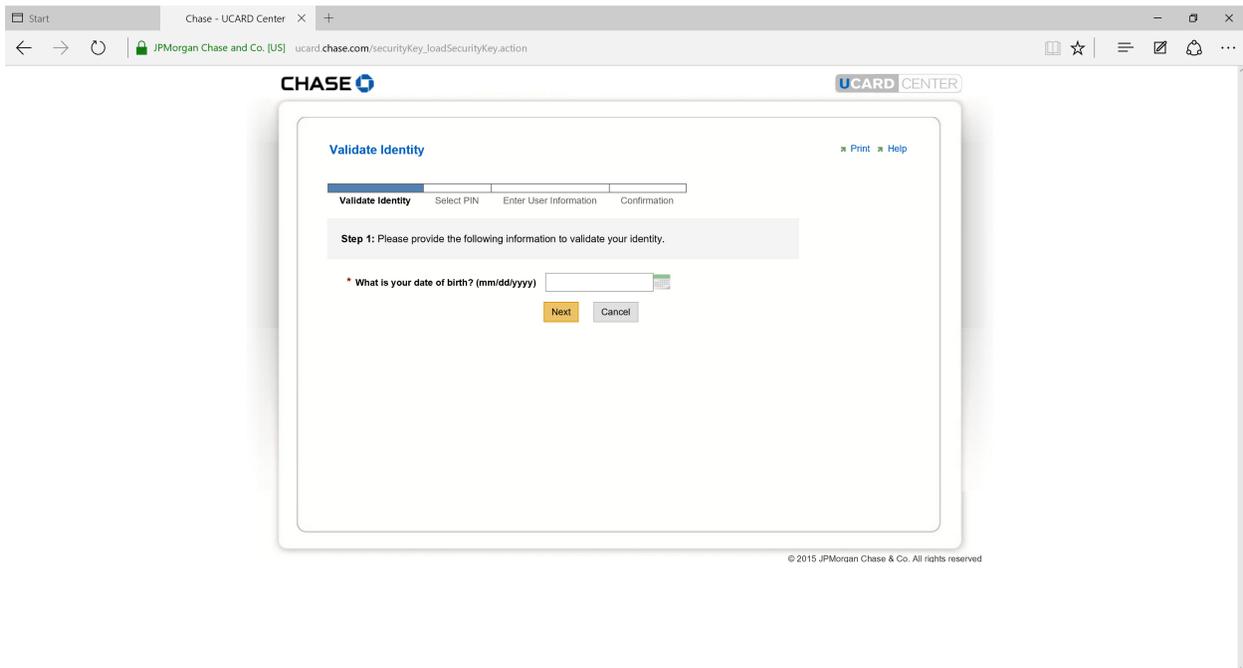
82. Releasees who find their way to [www.ucard.chase.com](http://www.ucard.chase.com) are presented with the following screens, in order:



83. Releasees are then provided with a screen that shows “UCard Terms and Conditions,” as the following illustrates:



84. Releases must then validate their identities, as the following illustrates:



85. The Terms and Conditions say nothing about the debit card itself or about fees associated with the debit cards. Rather, the Terms and Conditions govern use of the JPMorgan Chase website. (See Ex. 5 (attached hereto and fully incorporated herein).)

86. If a Releasee does not accept the UCard Terms and Conditions, he or she cannot proceed and, consequently, cannot access his or her funds.

87. The UCard Terms and Conditions is the only JPMorgan Chase contract to which Releasees even arguably assent—and that assent is under duress. The UCard website never requires users to assent to a fee schedule or any other agreement regarding use of the debit card.

88. Because Releasees and JPMorgan Chase never formed valid contracts for the assessment of bank fees, JPMorgan Chase has no contractual authority to charge *any* fees to Releasees to access their own money. Nor does the Bank have any contractual authority to retain unused balances on debit cards.

89. Yet JPMorgan Chase assessed myriad fees on the cards, as discussed herein, and holds unused funds on debit cards without affirmatively providing the funds to users.

90. Indeed, the cards carry a variety of unconscionable and unusual fees that eat away at the small amount of money most former inmates are supposed to use to begin their new, post-prison lives.

91. Had other options been available, Releasees could, and would, have chosen to deposit their funds into accounts that would not have come with the unconscionable and unusual fees Defendant charges and that would have come without the disincentives to full use of remaining debit card balances, as discussed herein.

92. JPMorgan Chase has exploited a captive audience and charged Releasees unconscionable and unusual bank fees, and it has caused balances to be forfeited as a result of that power. The fees that Plaintiff and the Class members incurred, and/or the monies they effectively forfeited to JPMorgan Chase could not, and would not, have been charged if Plaintiff had not been automatically defaulted into a JPMorgan Chase debit card.









121. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

122. Under the common law doctrine of unjust enrichment, it is inequitable for Defendant to retain the benefits it received, and is still receiving, without justification, from the imposition of bank fees on debit cards in an unfair, unconscionable, and oppressive manner. Defendant's retention of such funds under circumstances making it inequitable to do so constitutes unjust enrichment.

123. The financial benefits Defendant derived rightfully belong to Plaintiff and the Class members. Defendant should be compelled to disgorge in a common fund, for the benefit of Plaintiff and the Class members, all wrongful or inequitable proceeds Defendant received. A constructive trust should be imposed upon all wrongful or inequitable sums Defendant received traceable to Plaintiff and the Class members.

124. Plaintiff and the members of the Classes have no adequate remedy at law.

125. Therefore, Plaintiff prays for relief as set forth below.

**SECOND CLAIM FOR RELIEF**  
**Conversion**  
**(On Behalf of the Classes)**

126. Plaintiff repeats and realleges the preceding and subsequent paragraphs as though set forth herein.

127. Defendant had, and continues to have, a duty to maintain and preserve debit cardholders' funds and to prevent their diminishment through its own wrongful acts.

128. Defendant has, without proper authorization, assumed and exercised the right of ownership over these funds, in hostility to the rights of Plaintiff and the Class members, without legal justification.

129. Defendant continues to retain the funds unlawfully and without the consent of Plaintiff or the Class members.

130. Defendant intends to permanently deprive Plaintiff and the Class members of the funds.

131. Plaintiff and the Class members properly own the funds, not Defendant, who now claims it is entitled to their ownership, contrary to the rights of Plaintiff and the Class members.

132. Plaintiff and the Class members are entitled to the immediate possession of the funds.

133. Defendant has wrongfully converted the specific and readily identifiable funds.

134. Defendant's wrongful conduct is continuing.

135. As a direct and proximate result of Defendant's wrongful conversion of their funds, Plaintiff and the members of the Classes have suffered and continue to suffer damages.

136. By reason of the foregoing, Plaintiff and the members of the Classes seek to recover from Defendant all damages and costs permitted by law, including all amounts that Defendant has wrongfully converted.

137. Therefore, Plaintiff prays for relief as set forth below.

**THIRD CLAIM FOR RELIEF**

**Violation of New York's Consumer Protection from Deceptive Acts and Practices Act,**  
**N.Y. GEN. BUS. LAW. § 349 et seq.**  
**New York General Business Law Section 349**  
**(On Behalf of the Classes)**

138. Plaintiff repeats and realleges the preceding and subsequent paragraphs as though set forth herein.

139. Plaintiff brings this claim on behalf of the Classes for violation of section 349 of New York's Consumer Protection from Deceptive Acts and Practices Act, N.Y. GEN. BUS. LAW

§ 349 *et seq.*

140. Section 349 prohibits “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in [the State of New York].” N.Y. GEN. BUS. LAW § 349(a).

141. As described herein, Defendant engaged, and continues to engage, in deceptive, unfair, and unconscionable acts and practices in violation of section 349 by automatically creating debit cards for Plaintiff and the Class members, placing all of Plaintiff’s and the Class members’ funds on the debit cards, and then making it impossible for Plaintiff and the Class members to fully consume all of the funds on the cards—all without Plaintiff’s or the Class members’ consent.

142. Plaintiff and the Class members had no reasonable choice other than to go along with Defendant’s conduct of forcing them to accept their funds on debit cards when they were released from Federal prison, and once the funds were on the debit cards, Plaintiff and the Class members had no reasonable option other than to pay the deceptive, unfair, and unconscionable fees Defendant charged, which prevented Plaintiff and the Class members from receiving all of their money upon their release from prison. Plaintiff and the Class members would not have accepted Defendant’s debit cards if they had known it was impossible for them to receive the entirety of their funds via the debit cards.

143. Plaintiff and the Class members were injured in fact and lost money as a result of Defendant’s deceptive, unfair, and unconscionable acts and practices for all of the reasons set forth above, including but not limited to (i) because Plaintiff and the Class members were unable to recover the entirety of their money from Defendant’s debit cards and, consequently, never had an opportunity to recover the entirety of their own money on their release from prison and (ii)



150. Plaintiff brings these statutory consumer protection claims pursuant to the substantially similar “Consumer Fraud Acts” identified below, all of which were enacted and designed to protect consumers against unlawful, fraudulent, and/or unfair business acts and practices. *See, e.g.*, Illinois’ Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* (the “ICFA”).

151. The following consumer protection acts are collectively referred to herein as the “Consumer Fraud Acts”:

- a. ALA. CODE § 8-19-1 *et seq.* (Alabama);
- b. ALASKA STAT. ANN. § 45.50.471 *et seq.* (Alaska);
- c. ARIZ. REV. STAT. ANN. § 44-1521 *et seq.* (Arizona);
- d. ARK. CODE ANN. § 4-88-101 *et seq.* (Arkansas);
- e. CAL. BUS. & PROF. CODE § 17200 *et seq.* and CAL. CIV. CODE § 1750 *et seq.* (California);
- f. COLO. REV. STAT. ANN. § 6-1-101 *et seq.* (Colorado);
- g. CONN. GEN. STAT. ANN. § 42-110a *et seq.* (Connecticut);
- h. DEL. CODE ANN. tit. 6, § 2511 *et seq.* (Delaware);
- i. D.C. CODE ANN. § 28-3901 *et seq.* (District of Columbia);
- j. FLA. STAT. ANN. § 501.201 *et seq.* (Florida);
- k. GA. CODE ANN. § 10-1-370 *et seq.* and GA. CODE ANN. § 10-1-390 *et seq.* (Georgia);
- l. HAW. REV. STAT. ANN. § 480-1 *et seq.* and HAW. REV. STAT. ANN. § 481A-1 *et seq.* (Hawai’i);
- m. IDAHO CODE ANN. § 48-601 *et seq.* (Idaho);
- n. 815 ILCS 505/1 *et seq.* (Illinois);
- o. IND. CODE ANN. § 24-5-0.5-0.1 *et seq.* (Indiana);

- p. KAN. STAT. ANN. § 50-623 *et seq.* (Kansas);
- q. KY. REV. STAT. ANN. § 367.110 *et seq.* (Kentucky);
- r. LA. STAT. ANN. § 51:1401 *et seq.* (Louisiana);
- s. ME. REV. STAT. tit. 5, § 205-A *et seq.* (Maine);
- t. MD. CODE ANN., COM. LAW § 13-101 *et seq.* (Maryland);
- u. MASS. GEN. LAWS ANN. ch. 93A, § 1 *et seq.* (Massachusetts);
- v. MICH. COMP. LAWS ANN. § 445.901 *et seq.* (Michigan);
- w. MINN. STAT. ANN. § 325F.68 *et seq.*, MINN. STAT. ANN. § 325D.09 *et seq.*, MINN. STAT. ANN. § 325D.43 *et seq.*, and MINN. STAT. ANN. § 325F.67 (Minnesota);
- x. MISS. CODE ANN. § 75-24-1 *et seq.* (Mississippi);
- y. MO. ANN. STAT. § 407.010 *et seq.* (Missouri);
- z. MONT. CODE ANN. § 30-14-101 *et seq.* (Montana);
- aa. NEB. REV. STAT. ANN. § 59-1601 *et seq.* (Nebraska);
- bb. NEV. REV. STAT. ANN. § 41.600 and NEV. REV. STAT. ANN. § 598.0903 *et seq.* (Nevada);
- cc. N.H. REV. STAT. ANN. § 358-A:1 *et seq.* (New Hampshire);
- dd. N.J. STAT. ANN. § 56:8-1 *et seq.* (New Jersey);
- ee. N.M. STAT. ANN. § 57-12-1 *et seq.* (New Mexico);
- ff. N.Y. GEN. BUS. LAW. § 349 *et seq.* (New York);
- gg. N.C. GEN. STAT. ANN. § 75-1 *et seq.* (North Carolina);
- hh. N.D. CENT. CODE ANN. § 51-15-01 *et seq.* (North Dakota);
- ii. OHIO REV. CODE ANN. § 1345.01 *et seq.* (Ohio);
- jj. OKLA. STAT. ANN. tit. 15, § 751 *et seq.* (Oklahoma);







**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all claims so triable.

Date: June 6, 2016

Respectfully submitted,

**REESE LLP**

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*Counsel for Plaintiff and the Proposed Class*

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

**JESSE KRIMES, on Behalf of Himself and  
All Others Similarly Situated,**

**Plaintiff,**

**vs.**

**JPMORGAN CHASE BANK, N.A., and  
DOES 1-10,**

**Defendants.**

**No. 2:15-cv-05087**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT,  
PROVISIONALLY CERTIFYING  
SETTLEMENT CLASS, DIRECTING  
NOTICE TO THE SETTLEMENT  
CLASS, AND SCHEDULING FAIRNESS  
HEARING**

Upon review and consideration of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Settlement Agreement, and the exhibits attached to the foregoing, it is HEREBY ORDERED, ADJUDGED, and DECREED as follows:

**I. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

1. The Court has reviewed the Settlement Agreement, pleadings, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

2. The Parties have agreed to resolve the above-captioned Action upon the terms and conditions set forth in the Settlement Agreement filed with the Court. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as sufficiently fair, reasonable, and adequate to authorize dissemination of the Class Notice described below. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and the continuation

of the litigation, and finds that the settlement between the Settlement Class and Chase was arrived at by arm's length negotiations by experienced counsel.

## II. THE SETTLEMENT CLASS, THE CLASS REPRESENTATIVE, AND PLAINTIFF'S CLASS COUNSEL

3. The Court provisionally certifies the following class for settlement purposes only (the "Settlement Class"):

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

4. Excluded from the Settlement Class are (i) Chase, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Chase has a controlling interest, and (ii) judges, justices, magistrates, or judicial officers presiding over the Actions.

5. The Court appoints Plaintiff's Class Counsel to represent the Settlement Class as follows:

Ruben Honik, Esquire  
David J. Stanoch, Esquire  
**Golomb & Honik, P.C.**  
1515 Market Street, Suite 1100  
Philadelphia PA 19102

For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Plaintiff's Class Counsel and have fairly and adequately represented the interests of the Settlement Class for settlement purposes.

6. The Court further appoints Plaintiff Jesse Krimes as representative of the certified Settlement Class.

7. The Court finds, for settlement purposes and conditioned upon the entry of this Order, the Final Order, and the Final Judgment, and the occurrence of the Final Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied. The Court finds, in the specific context of this settlement, that the following requirements are met: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) Plaintiff's claims are typical of the claims of the Settlement Class Members that Plaintiff seeks to represent for purposes of settlement; (d) Plaintiff has fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiff has retained experienced counsel to represent them; (e) questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23.

8. The Court also concludes that, because this action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

9. The Court finds that the settlement falls within the range of reasonableness because it provides for meaningful remediation relative to the merits of Plaintiff's claims and Chase's defenses, in that Settlement Class Members can obtain all Chase fees and ATM surcharges they incurred before the date of preliminary approval. The settlement also has key indicia of fairness, in that: (1) the negotiations occurred at arm's length and involved an

### **III. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

10. The Court approves, as to form and content, the Class Notice, including the Mailed Notice, the Publication Notice, the Long Form Notice, and the Claim Form attached as exhibits to the Settlement Agreement.

11. The Court hereby appoints Kurtzman Carson Consultants (“KCC”) as the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating the Notices; (b) printing, mailing, or arranging for the mailing of the Postcard Notice; (c) handling returned mail not delivered to members of the Settlement Class; (d) responding to requests for Long Form Notice; (e) receiving and maintaining on behalf of the Court any Settlement Class member correspondence regarding requests for exclusion and/or objections to the settlement; (f) forwarding written inquiries to the Parties for a response, if warranted; (g) establishing a post-office box for the receipt of any correspondence; (h) responding to requests from the Parties; (i) establishing a website to which members of the Settlement Class may refer for information about the Action and the settlement; (j) establishing a telephone line to receive calls from members of the Settlement Class; (k) otherwise implementing and/or assisting with the dissemination of the Class Notice; and (l) carrying out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

12. The Settlement Administrator will provide notice to the Settlement Class as follows:

a. Not later than 60 days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall complete the effectuation of the Mailed Notice and Publication Notice substantially in the form attached to the Parties' papers.

b. The Court also approves the establishment of a website for the settlement as described in the Settlement, which shall include the Settlement Agreement, Long Form Notice, sample Claim Forms, Orders of the Court relating to the settlement, any application for an Attorneys' Fee and Expense Award and Plaintiff's Service Award, and such other information as the Parties mutually agree would inform the Settlement Class regarding the settlement.

c. In addition to its availability on the Settlement Website, the Settlement Administrator shall send via first-class mail or email, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number. The toll-free telephone number shall be operational within 60 days after the Court entered this Preliminary Approval Order.

13. The Court finds that the Class Notice described above is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the Class Notice complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the settlement. The Court also finds that the Class Notice

14. Settlement Class Members will have until **INSERT**, 2016 **[120 days from the Preliminary Approval Date]**, to submit a Claim Form, which is due, adequate, and sufficient time.

15. Settlement administration costs as set forth in the Settlement Agreement shall be paid by Chase.

16. The Settlement Administrator shall have the authority to accept or reject Claims in accordance with the Settlement Agreement and the Class Notice.

#### **IV. REQUESTS FOR EXCLUSION**

17. Each Settlement Class Member who wishes to be excluded from the Settlement Class and follows the procedures set forth in this Paragraph shall be deemed an Opt-Out. Any member of the Settlement Class wishing to opt out of the settlement must send to the Settlement Administrator, by U.S. Mail using the contact information identified in the notice materials, a signed letter including their name, address, and telephone number and providing a clear and unequivocal statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the settlement.

18. Any request for exclusion or opt out must be postmarked on or before [120 days after entry of the Preliminary Approval Order]. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

19. All Opt-Outs shall not be Settlement Class Members, shall not be bound by the Settlement Agreement or the Final Order or Final Judgment, and shall relinquish their rights to benefits with respect to the Settlement Agreement, should it be approved, and may not file an objection to the Settlement Agreement or to any application for any Attorneys' Fee and Expense Award and Plaintiffs' Service Payments.

20. Any Settlement Class Member who does not become an Opt-Out shall be bound by all the terms and provisions of the Settlement Agreement, including any Release set forth therein, the Final Order, and the Final Judgment, whether or not such Settlement Class Member objected to the settlement or submitted a Claim Form.

21. The Settlement Administrator shall provide copies of any requests for exclusion to Plaintiffs' Class Counsel and Defense Counsel as provided in the Settlement Agreement.

## **V. OBJECTIONS**

22. Any Settlement Class Member who does not become an Opt-Out and who wishes to object to any aspect of the proposed settlement, the requested attorneys' fees and costs, or the service award, must deliver to Plaintiffs' Class Counsel and Defense Counsel (using the contact information identified in the Class Notice) and file with the Court a written statement setting forth and identifying the aspect of the settlement, request for an Attorneys' Fee and Expense Award, or request for Plaintiffs' Service Awards being challenged and that Settlement Class Member's specific grounds for that objection along with any supporting brief and information.

mail postmarked by, [120 days after entry of the Preliminary Approval Order]. Any objection should be sent via first-class mail, postage prepaid, to each of:

*Clerk of Court:*

Clerk of Court  
**United States District Court  
for the Eastern District of Pennsylvania**  
United States Courthouse  
601 Market Street  
Philadelphia, PA 19106

*Plaintiff's Class Counsel:*

Ruben Honik, Esquire  
David J. Stanoch, Esquire  
**Golomb & Honik, P.C.**  
1515 Market Street, Suite 1100  
Philadelphia PA 19102

*Defense Counsel:*

Noah Levine, Esquire  
Jamie Dycus, Esquire  
**WilmerHale**  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

23. To be considered, any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention, any evidence or other information the Settlement Class Member wishes to introduce in support of the objections, and sufficient information for the Parties to determine that the Objector falls within the definition of the Settlement Class.

24. No member of the Settlement Class or counsel retained by such a member of the Settlement Class shall be entitled to be heard at the Fairness Hearing unless the Objector or his or her attorneys who intend to make an appearance at the Fairness Hearing state their intention to appear in the objection delivered to Plaintiffs' Class Counsel and Defense Counsel and filed with the Court in accordance with the preceding Paragraphs. Counsel for any such member of the Settlement Class must enter his or her appearance with the Court by the date specified in Paragraph 23.

25. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

#### **VI. FAIRNESS HEARING**

26. The Fairness Hearing shall be held before this Court on **INSERT**, 2016 [**at least 150 days after entry of the Preliminary Approval Order**], at \_\_\_\_ a.m./p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should receive final approval. The Court will rule on Plaintiff's Class Counsel's separate application for any Fee and Expense Award and any Plaintiff's Service Award (the "Fee and Service Award Application"), at or after that time.

27. Any Settlement Class Member may enter an appearance in this Action, at his or her own expense, individually and through counsel. All Settlement Class Members who do not enter an appearance will be represented by Plaintiff's Class Counsel.

28. Papers in support of final approval of the Settlement Agreement and the Fee and Service Award Application shall be filed with the Court according to the schedule set forth

29. Plaintiffs' Class Counsel shall file their Fee and Service Award Application(s) on or before [REDACTED], 2016 [21 days before Objection or Opt-out deadline].

30. The motion for final approval of the Settlement Agreement and any papers Plaintiff or Chase wishes to submit in support of final approval of the Settlement Agreement shall be filed with the Court on or before [REDACTED], 2016 [21 days before Objection or Opt-out deadline].

#### **VII. STAY OF LITIGATION**

31. Pending the Fairness Hearing, all proceedings in this case, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

#### **IX. OTHER PROVISIONS**

32. In summary, the relevant dates for the settlement approval process are as follows:
- a. The Settlement Website and toll-free phone line will be operational, and Mailed Notice and Publication Notice will be effectuated, on or before [REDACTED], 2016 [60 days after entry of the Preliminary Approval Order];
  - b. Settlement Class Members who desire to submit a Claim Form, object to the Settlement or any application for any Attorneys' Fee and Expense Award and Plaintiffs' Service Payments, or opt-out of the Settlement shall do so on or before [REDACTED], 2016 [120 days after entry of the Preliminary Approval Order];

c. Plaintiff's Class Counsel shall file their Fee and Service Award Application(s) not later than 21 days before the deadline to object to or opt out of the Settlement. The application(s) shall also be posted on the Settlement Website.

d. The Fairness Hearing shall be held on [REDACTED], 2016, at [REDACTED] a.m./p.m. [at least 150 days after entry of the Preliminary Approval Order] before this Court, in Courtroom \_\_\_\_, at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106.

33. These dates may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class, except that notice of any such extensions shall be posted to the Settlement Website. Members of the Settlement Class should check the Settlement Website regularly for updates, changes, and/or further details regarding extensions of these deadlines.

34. Plaintiff's Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Class Notice, or to the form or content of any other exhibits attached to the Settlement Agreement, that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

35. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

IT IS SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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**HONORABLE EDUARDO C. ROBRENO, U.S.D.J.**