

# EXHIBIT 1

## SETTLEMENT AGREEMENT

THIS Settlement Agreement is entered into between plaintiffs Alfredo B. Payares, Zinnia Gonzalez, and Gregory Walker ("Class Representatives" or "plaintiffs") on behalf of themselves and the Class Members, and defendants Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. ("Chase" or "defendants").

### RECITALS

WHEREAS, Class Representatives are the plaintiffs in an action entitled *Alfredo B. Payares, Zinnia Gonzalez, and Gregory Walker v. Chase Bank USA, N.A., and JPMorgan Chase Bank, N.A.*, No. 07-05540-AG, United States District Court, Central District of California (the "Action");

WHEREAS, the Action asserts that Chase violated the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.* ("ECOA"), and the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* ("FHA"), in connection with the pricing of mortgage loans. Plaintiffs allege that, while race- and ethnicity-neutral, these pricing policies resulted in a disparate impact on African-American and Hispanic borrower in that they allegedly received higher-priced loans than those loans made to similarly situated non-minorities;

WHEREAS, Chase denies any and all facts and claims alleged in the Action, and further denies that Class Representatives or any members of the class they purport to represent have suffered any damage;

WHEREAS, contested issues of both law and fact exist concerning the allegations and claims made by plaintiffs and against defendants;

WHEREAS, Class Representatives and Class Counsel have conducted an extensive formal and informal investigation into the facts and law and have engaged in extensive arm's length settlement negotiations relating to the Action, including mediation in multiple sessions with the assistance of the Honorable Edward A. Infante (ret.) at JAMS; and

WHEREAS, Chase vigorously and expressly denies liability, but nevertheless desires to settle the Action finally on the terms and conditions set forth herein for the purposes of avoiding the burden, expense, and uncertainty of litigation, and putting to rest the controversies engendered by the Action;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Chase and Class Representatives, on behalf of themselves and the purported class and through their undersigned counsel, agree to the settlement of the Action, subject to Court approval, under the following terms and conditions:

#### 1. Definitions

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

**1.1 Agreement.** This document, including the text and exhibits of this Settlement Agreement, which has been signed by the Class Representatives, Class Counsel, and Chase or its counsel.

**1.2 Class Counsel.** Theodore J. Pintar, Coughlin Stoia Geller Rudman & Robbins LLP; Gary E. Klein, Roddy Klein & Ryan; Andrew S. Friedman, Bonnett Fairbourn Friedman & Balint, P.C.; Mark A. Chavez, Chavez & Gertler LLP; Donna Siegel Moffa, Barroway Topaz Kessler Meltzer & Check, LLP; Jeffrey L. Taren, Kinoy Taren & Geraghty P.C.

**1.3 Class List.** A list identifying the members of the Settlement Class, as defined in sections 3.1. The Class List shall identify the Settlement Class members by name and last known address. Chase shall prepare the Class List no later than two weeks after entry of the Preliminary Approval Order.

**1.4 Class Members.** All persons who fall within the Settlement Class to be certified pursuant to section 3.1 hereof.

**1.5 Class Representatives.** Alfredo B. Payares, Zinnia Gonzalez, and Gregory Walker.

**1.6 Confidential Information.** All documents and things provided to Class Counsel by Chase during the course of this Action, whether by formal discovery or otherwise, including, without limitation, all loan files, customer information, electronic data, rate sheets, credit information, account information, marketing materials, internal memoranda and other communications, and all reproductions of these materials, whether photocopies, scanned copies, electronic copies, printouts, or copies created by any other method of reproduction. Notwithstanding the above, neither documents nor information described in this section that was filed in the public record during the course of this Action, unless currently under seal, shall be Confidential Information.

**1.7 Court.** The Honorable Andrew J. Guilford, United States District Court Judge, Central District of California, or such other judge of the Central District of California to whom the Action may hereafter be assigned.

**1.8 Delinquent.** For purposes of this Agreement, Delinquent shall mean mortgage loan accounts that are sixty-two (62) or more days past due.

**1.9 Effective Date.** The last date on which all of the following have occurred:

- (a) The Court enters a judgment finally approving the settlement of the Action in a manner substantially consistent with the terms and intent of this Agreement.
- (b) Either: (i) Thirty-five (35) days have passed after completed service on the Parties to the Action and all objectors to the settlement of the Action, if any, of notice of entry of the Court's judgment finally approving the settlement of the Action, and within such time no appeal is taken or no

extension for such an appeal is granted, or (ii) if an appeal is taken with respect to the Court's judgment finally approving the settlement of the Action, the appellate court has by final order affirmed the Court's judgment finally approving the settlement of the Action, or has denied review, or the appellant otherwise has exhausted all appellate remedies.

**1.10 Final Judgment.** The Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court consistent with this Settlement Agreement in the form attached as Exhibit E hereto.

**1.11 Parties.** The Class Representatives, on behalf of themselves and the Class Members, and Chase.

**1.12 Preliminary Approval Order.** The Order of Preliminary Approval of Settlement in the form attached as Exhibit A hereto.

**1.13 Released Parties.** Chase and its parents, subsidiaries, affiliates, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, agents, successors, assignors, assignees, and/or assigns, and each of their respective present, former, or future officers, directors, shareholders, agents, employees, representatives, consultants, accountants, and attorneys.

**1.14 Settlement Administrator.** Subject to Court approval, Tilghman & Co., P.C., at 3415 Independence Drive, Suite 102, Birmingham, AL 35209.

**1.15 Term.** Unless otherwise specified, this Settlement Agreement is effective for a two-year period beginning on the Effective Date.

## **2. Settlement Procedures**

As soon as possible after the execution of this Agreement, plaintiffs shall move the Court for an order substantially in the form of Exhibit A hereto: (a) preliminarily approving this Agreement as within the range of possible final approval as fair, adequate, and reasonable; (b) preliminarily certifying the Settlement Class as defined in section 3.1 for settlement purposes only; (b) setting procedures for Class Members' Claims, Opt-outs and Objections together with deadlines for those purposes; (c) setting a final approval hearing date; and (d) approving the manner and form of class notices described in section 3. Defendants shall file a statement of non-opposition to that motion. If the Court certifies any classes or enters any orders relating to Class Representatives and Class Counsel, such actions shall not be an adjudication of any fact or issue for any purpose other than the effectuation of this Agreement and neither shall be considered as law of the case or *res judicata* nor shall have collateral estoppel effect in this or any other proceeding. In the event that Final Approval is not achieved, the Court's orders contemplated by this section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity.

**3. The Settlement Class and Class Notice**

**3.1 Settlement Class.** For settlement purposes only, the Parties agree that the Court may certify a Settlement Class, defined as follows:

All African-American and Hispanic borrowers who, since August 23, 2005, obtained a mortgage loan originated through Chase's wholesale channel.

**3.2 Decertification of the Settlement Class if Settlement Not Approved.** If the Court does not grant final approval of the Settlement, certification of the Settlement Class will be vacated, and the Parties will be returned to their positions *quo ante* with respect to the Action as if the Settlement had not been entered into. In the event that Final Approval is not achieved, (a) any Court orders preliminarily or finally approving the certification of the Settlement Class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity, and (b) the fact of this Settlement, that Chase sought the certification of any class under the Settlement, or that the Court preliminarily approved the certification of a settlement class, shall not be used or cited thereafter by any person or entity, including in any contested proceeding relating to the certification of any class.

**3.3 Manner of Giving Notice and Class List.** Chase, at its own expense, will provide notice to the Settlement Class after preliminary approval of the Settlement by the Court. Different forms of class notice will be prepared depending on the settlement benefits to which the Settlement Class Members are entitled. No further notice shall be required after the Court enters a judgment finally approving the Settlement of the Action. Chase shall compile the Class List from its origination records. Chase, with the assistance of the Settlement Administrator, shall then update the Class List through the National Change of Address database. Chase, with the assistance of the Settlement Administrator, shall thereafter arrange to mail a stand-alone notice substantially in the form of Exhibit B, C, or D, as appropriate, via first-class mail, within the timeframe provided by the Court's order preliminarily approving the Settlement and such class notices, to each Settlement Class Member. Chase shall only be required to provide a single form of notice for each loan; the notice shall be jointly addressed to all Settlement Class Members on the loan and mailed to the address of the primary borrower, if he or she is a Settlement Class Member, or to the co-borrower Settlement Class Member, if the primary borrower is not a Settlement Class Member. Chase will make a Class List available to Class Counsel, solely for the purposes of this Settlement, no later than thirty (30) days following entry of an order preliminarily approving the Settlement.

**3.4 Right to Void Settlement.** If more than a certain percentage of the people eligible for Settlement Class membership elect to opt out of the class ("Termination Percentage"), Chase may elect to void this Settlement Agreement by providing written notice to Class Counsel of such election not later than five (5) days before the Fairness Hearing, in which case this Settlement Agreement shall be of no force and effect and the Settlement Class shall be decertified pursuant to section 3.2. The agreement concerning the Termination Percentage will be contained in a confidential side letter to this Agreement and will be available for in camera inspection by the Court. The Parties agree to maintain the Termination Percentage and the confidential side letter concerning the Termination Percentage in strictest confidence, except as necessary for in camera review by the Court and/or as otherwise agreed.

#### 4. Release of Claims

**4.1 Class Claims.** Upon Final Approval, Class Representatives, each Class Member who has not opted out of the Settlement in accordance with the terms of this Agreement, and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents and assigns, and all those who claim through them or who assert claims on their behalf (including the government in its capacity as *parens patriae*), will be deemed to have completely released and forever discharged the Released Parties, and each of them, from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, including, without limitation, those based on contract, ECOA, and/or the FHA, or any other federal, state, or local law, statute, regulation, or common law, including all claims for monetary, equitable, declaratory, injunctive, or any other form of relief, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, which Class Representatives or any Class Member ever had, now has, or may have in the future, resulting from, arising out of, or in any way, directly or indirectly, connected with (a) the claims raised in the *Payares* Action or its related action, *Gonzalez v. JPMorgan Chase, et al.*, No. CV08-2140 (United States District Court for the Central District of California), and (b) claims which could have been raised in the *Payares* Action or *Gonzalez* action based on the same transactional nucleus of facts.

**4.2 Unknown Claims.** Class Representatives and Class Members each waive and release any and all provisions, rights, and benefits conferred either (a) by section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to section 4.1. Section 1542 of the California Civil Code reads:

Section 1542. General Release, extent. 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.

Class Representatives and Class Members may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released pursuant to the terms of section 4.1, but each of those individuals expressly agrees that, upon entry of the Final Judgment, he or she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to section 4.1, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

**4.3 Bar to Future Suits.** Class Representatives, and Class Members who do not opt out in accordance with the Settlement, shall be enjoined from prosecuting any legal proceeding against any Released Party with respect to the claims released in section 4 or actions taken by a Released Party that are authorized or required by this Agreement or by the Final Judgment. The Court shall retain jurisdiction to enforce the judgment, releases, and bar to suits contemplated by

the Settlement. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

**5. Classwide Settlement Benefits**

**5.1** Settlement benefits will vary based on the loan status of Settlement Class Member as follows:

**5.1.1 Paid-Off Borrowers.** A Settlement Class Member whose loan is paid off (whether by proceeds of sale, refinance, or foreclosure) as of the date the Class List is prepared and who submits a claim meeting the requirements of section 5.2 shall be Eligible, at his or her election, to claim one of the following two benefits: (1) a \$300 credit toward the closing costs of his or her next Chase mortgage loan, or (2) a check for \$70. Eligible Paid-Off Borrowers will only be entitled to one benefit per loan. Eligible Paid-Off Settlement Class Members who have or are co-borrowers will be entitled to submit only one claim form per loan, the benefits of which shall be issued jointly, with either the credit or the check being issued jointly in the Eligible Paid-Off Settlement Class Members' names.

**5.1.2 Existing Non-Delinquent Borrowers.** A Settlement Class Member whose loan is outstanding, but not Delinquent, as of the date the Class List is prepared and who submits a claim meeting the requirements of section 5.2 shall be Eligible, at his or her election, to claim one of the following two benefits: (1) a \$300 credit toward the closing costs of his or her next Chase mortgage loan, or (2) a check for \$90. Eligible Existing Non-Delinquent Borrowers will only be entitled to one benefit per loan. Eligible Existing Non-Delinquent Settlement Class Members who have or are co-borrowers will be entitled to submit only one claim form per loan, the benefits of which shall be issued jointly, with either the credit or check being issued jointly in the Eligible Existing Non-Delinquent Settlement Class Members' names.

An Existing Non-Delinquent Borrower who submits such a claim shall not be entitled to any further benefits under the Settlement. An Existing Non-Delinquent Borrower who does not submit such a claim is eligible for Red Carpet Access to loan modification services, in the event that such services later become necessary, as described in section 5.5.

**5.1.3 Existing Delinquent Borrowers.** Those Settlement Class Members whose loans are outstanding, but Delinquent, as of the date the Class List is prepared are entitled to Red Carpet Access to loan modification services, as discussed further in section 5.5.

**5.2 Eligibility.** In order to demonstrate that he or she is Eligible for settlement benefits, each Paid-Off Borrower and Existing Non-Delinquent Borrower must certify that, to the best of his or her knowledge, the information the borrower provided in connection with his or her loan application was accurate. The certification shall be in the form provided on Exhibits B and C.

**5.3 Mailing of Checks to Eligible Class Members who Claim Them.** Checks to Eligible Paid-Off Borrowers and Existing Non-Delinquent Borrowers who claim them will be issued and mailed by and in the name of Chase or the Settlement Administrator, with the cost of such mailing paid by Chase. All such checks shall be mailed within thirty (30) days of the Effective Date of this Settlement Agreement and shall contain a notation stating that they must be cashed within ninety (90) days of issuance. The Settlement Administrator shall certify to the Court that all checks were issued in the amounts required by section 5.1 and mailed within the timeframe provided herein, all of which shall be subject to review by Class Counsel. If the Court's approval of the Settlement does not become final, no cash payment will be made.

**5.4 Closing Cost Credits to Eligible Class Members who Claim Them.** Eligible Paid-Off Borrowers and Existing Non-Delinquent Borrowers who claim the \$300 closing cost credit will be issued and mailed a certificate for the credit. All such certificates shall be mailed within thirty (30) days of the Effective Date of this Settlement Agreement and shall contain a notation stating they will be good for two (2) years from the Effective Date of this Settlement Agreement.

**5.5 Red Carpet Access.** Red Carpet Access to loan modification services will include: (1) dedicated 800 numbers (one for English speakers and one for Spanish speakers), which will be posted on the Settlement Website and reserved for Class Members seeking loan modifications, (2) with dedicated personnel, (3) who have both fair lending training and training regarding the Settlement, and (4) some of whom have Spanish language skills. Additionally, Red Carpet Access will entitle each person whose request for a loan modification is denied to an automatic secondary review of the denial. Red Carpet Access will be available to Eligible Class Members for two (2) years after the Effective Date of this Settlement.

Nothing in this Settlement Agreement shall be construed to constitute a waiver of any rights that Settlement Class Members may otherwise have to participate in any of Chase's otherwise-existing loan modification or foreclosure prevention programs. That said, nothing in this section shall be read as limiting the scope of the Settlement Class Members' release, contained in section 4.

Nothing in this Settlement Agreement shall be construed to require Chase to alter, in any way, its loan modification standards. Nor shall anything in this Settlement Agreement be construed as preventing Chase from altering, in any way, its loan modification standards. Red Carpet Access involves only special access to Chase's otherwise-existing loan modification or foreclosure prevention programs.

**5.6 Quarterly Reports to Class Counsel.** During the two (2) years that the Red Carpet Access program is in effect, Chase shall prepare quarterly reports for Class Counsel, indicating the number of Settlement Class borrowers who applied for loan modifications via Red Carpet Access, in addition to how many of those requests were approved or denied, and, to the extent readily available, the reasons for the denials in categorical form.

**5.7 Settlement Website.** The Settlement Administrator, in consultation with Class Counsel, will be responsible for maintaining the Settlement Website, although Chase is entitled to approve the form of the website before it is established. Copies of this Settlement Agreement,

in addition to the notices called for in section 3.3, will be available on the Settlement Website. Additionally, the Settlement Administrator in consultation with Class Counsel will be responsible for translating the notices called for in section 3.3 into Spanish, which the Settlement Administrator will then post on the Settlement Website. The Settlement Website shall be operative on the date the class notices are mailed and shall remain in operation until at least two (2) years from the Effective Date of the Settlement.

**6. Attorneys' Fees and Litigation Expenses and Reimbursements**

**6.1 Attorneys' Fees.** Class Counsel agree to request approval of attorneys' fees and litigation expenses and reimbursements in an aggregate amount not to exceed \$1.95 million. Chase will not oppose any such request and will pay any fees and costs approved by the Court in an aggregate amount that does not exceed \$1.95 million, within thirty (30) days after the Effective Date. Chase will not appeal any award of fees and costs that does not exceed \$1.95 million.

**6.2 Service Payment to Class Representatives.** Class Representatives agree to request approval of service payments in an amount not to exceed \$5,000 per Class Representative. Chase will not oppose any such request and will pay each Class Representative a service payment approved by the Court in an amount that does not exceed \$5,000, within thirty (30) days after the Effective Date. Chase will not appeal any award of a service payment to a Class Representative that does not exceed \$5,000.

**7. Dismissal of Litigation**

The Class Representatives, on behalf of themselves and the Class Members, consent to the dismissal of the Action with prejudice in accordance with the terms of this Agreement. The Parties hereby stipulate to the entry of the Final Judgment.

**8. Continuing Jurisdiction**

The Court shall have continuing jurisdiction, during the Term of this Agreement, to enforce this Agreement's terms, and to enforce the Final Judgment.

**9. Return of Confidential Information and Other Discovery**

Class Counsel acknowledge that during the course of the Action, they have received Confidential Information. No later than thirty (30) days after the Effective Date, Class Counsel will either return to Chase or destroy all Confidential Information and will certify under oath that they and their agents do not retain any copies or summaries or compilations or indices of such information.

This provision is not intended to cover work product of Class Counsel but is intended to cover Confidential Information that might simply be attached to any work product.

Class Counsel also will not use any of the Confidential Information learned or obtained in this Action for any purpose after the Effective Date.

**10. Non-Disparagement**

Class Counsel and Class Representatives agree to refrain from disparaging Chase and its parent company, subsidiaries, affiliates, successors, or assigns with respect to any issue related to this case. Class Counsel and Class Representatives agree to refrain from taking any action designed to harm the public perception of Chase and its parent company, subsidiaries, affiliates, successors, or assigns regarding any issue related to this case, except they may provide sworn testimony if so required by an order from a court of competent jurisdiction. Chase agrees to refrain from disparaging Class Representatives publicly or in the media regarding any issue related to this case. Failure to abide by this provision will constitute a breach of this Settlement Agreement.

**11. Press Release**

Any press release either Party issues relating to the Settlement must be jointly prepared by the Parties to the satisfaction of one another. Such a press release shall be the only communication either Party shall make regarding the Settlement, other than in pleadings submitted to the Court relating to the Settlement, or as may be necessary to prepare tax documents or respond to inquiries from governmental agencies or courts. Nothing in this provision is intended to limit Class Counsel's obligation to provide accurate information and/or legal advice to any plaintiff or to members of the Settlement Class.

**12. Notices**

Any communication, verification, or notice sent by Class Counsel or a Party in connection with this Settlement Agreement shall be effected by facsimile and U.S. mail as follows:

**To Class Counsel:**

Theodore J. Pintar  
Coughlin Stoia Geller Rudman & Robbins LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Fax: (619) 231-7423

**To Chase:**

Michael J. Agoglia  
Morrison & Foerster LLP  
425 Market Street  
San Francisco, CA 94105  
Fax: (415) 268-7522

**With a copy to:**

Gary E. Klein  
Roddy Klein & Ryan  
727 Atlantic Ave. 2d Floor  
Boston, MA 02111  
Fax: (617) 357-5030

### 13. Miscellaneous

**13.1 Entire Agreement.** This Agreement and the Exhibits hereto contain the entire agreement between the Parties and supersede all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

**13.2 No Liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by either Party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in this Action. This Agreement does not constitute a waiver of any defenses or affirmative defenses that Chase or its successor may be entitled to assert in any future litigation, including the applicable statute of limitations.

**13.3 Invalidity on Modification or Disapproval.** In the event any court disapproves or sets aside this Settlement Agreement or any material part hereof for any reason, or holds that it will not enter or give effect to the Final Judgment without modification, or holds that the entry of the Final Judgment or any material part thereof should be overturned or modified in any material way, then:

(A) If all Parties do not agree jointly to appeal such ruling, this Settlement Agreement will become null and void, and the Action will continue, and the Parties will stipulate to a joint motion (i) that any and all orders entered pursuant to this Settlement Agreement be vacated, and (ii) that any and all dismissals pursuant to this Agreement be vacated; or

(B) if the Parties do agree to jointly appeal such ruling and if the Final Judgment or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Agreement will become null and void, and the Action will continue, and the Parties will stipulate to a joint motion (i) that any and all orders entered pursuant to this Agreement be vacated, including, without limitation, any order modifying the class certification order or permitting amendment of the complaint to conform the complaint to the class definition set out in section 3.1, and (ii) that any and all dismissals pursuant to this Agreement be vacated.

**13.4 Amendment.** This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

### 14. Representations and Warranties

**14.1 No Additional Persons with Financial Interest.** Class Representatives and Class Counsel warrant and represent that they are not aware of any persons (natural or legal) having any interest in any award of attorneys' fees, costs, and litigation expenses in connection with the Action other than Class Counsel. Class Representatives and Class Counsel agree to indemnify Chase and to hold Chase harmless from payment of any demand or claim by any

person (natural or legal) for an award of attorneys' fees, costs, and litigation expenses in connection with the Action or this Settlement, including those made by a person claiming such an award based on the representation of, or assistance with the representation of, Alfredo Payares, Zinnia Gonzalez, Tynya Beverly, Gregory Walker, or Ana Cordero, or any class those individuals purported to represent.

**14.2 Parties Authorized to Enter into Settlement Agreement.** Class Representatives and Chase represent and warrant that he, she, or it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party covenants, warrants, and represents that he or she is and has been fully authorized to do so by such Party. Each Party hereto further represents and warrants that he, she, or it intends to be bound fully by the terms of this Agreement.

**14.3 No Attempt by Parties to Object.** Class Representatives, Class Counsel and Chase each represent and warrant that they have not attempted, nor will they attempt, (a) to void this Agreement in any way, or (b) to solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the Settlement under this Agreement.

**14.4 Best Efforts.** The Parties agree that the terms of this Settlement Agreement reflect a good-faith settlement of disputed claims. Class Counsel, Class Representatives, and Chase consider the Settlement effected by this Agreement to be fair and reasonable and will use their best efforts to seek approval of this Settlement Agreement by the Court, including in responding to any objectors, intervenors, or other persons or entities seeking to preclude the final approval of this Settlement Agreement.

**14.5 Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of the Parties.

**14.6 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California.

**14.7 No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

**14.8 Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

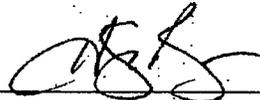
**14.9 Execution in Counterparts.** This Agreement shall become effective upon its execution by the Parties, Class Counsel, and counsel for Chase. The Agreement may be executed in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. In addition, signature by facsimile will constitute sufficient execution of this Settlement Agreement.

Fax:

Feb 25 2010 11:27am P001/001

Dated: March 9,  
~~February~~, 2010

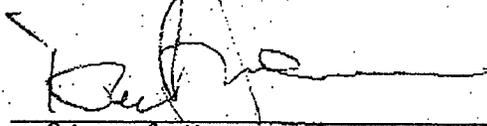
CHASE BANK USA, N.A.

By: 

Its: John Berens

Dated: February \_\_, 2010

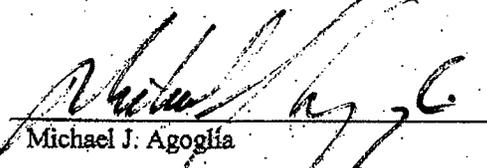
JPMORGAN CHASE BANK, N.A.

By: 

Its: DAVID B. LOUMAN

Dated: March 9,  
~~February~~, 2010

MORRISON & FOERSTER LLP

By: 

Its: Michael J. Agolia

Attorneys for Defendants:  
CHASE BANK USA, N.A. and JP MORGAN  
CHASE BANK, N.A.

Dated: January \_\_, 2010

\_\_\_\_\_  
Alfredo B. Payares

Plaintiff/Class Representative

Dated: January \_\_, 2010

\_\_\_\_\_  
Zinnia Gonzalez

Plaintiff/Class Representative

Ex. 1

Dated: January \_\_, 2010

CHASE BANK USA, N.A.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_, 2010

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_, 2010

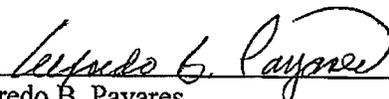
MORRISON & FOERSTER LLP

By: \_\_\_\_\_

Michael J. Agoglia

Attorneys for Defendants  
CHASE BANK USA, N.A. and JP MORGAN  
CHASE BANK, N.A.

Dated: January \_\_, 2010

  
\_\_\_\_\_  
Alfredo B. Payares

Plaintiff/Class Representative

Dated: January \_\_, 2010

\_\_\_\_\_  
Zinnia Gonzalez

Plaintiff/Class Representative

Dated: January \_\_, 2010

CHASE BANK USA, N.A.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_, 2010

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: January \_\_, 2010

MORRISON & FOERSTER LLP

By: \_\_\_\_\_

Michael J. Agolia

Attorneys for Defendants  
CHASE BANK USA, N.A. and JP MORGAN  
CHASE BANK, N.A.

Dated: January \_\_, 2010

\_\_\_\_\_  
Alfredo B. Payares

Plaintiff/Class Representative

Dated: January 4, 2010

  
\_\_\_\_\_  
Zinnia Gonzalez

Plaintiff/Class Representative

Dated: January 31, 2010

  
\_\_\_\_\_  
Gregory Walker

Plaintiff/Class Representative

Dated: January \_\_, 2010

COUGHLIN STOIA GELLER RUDMAN &  
ROBBINS LLP

By:   
\_\_\_\_\_  
Theodore J. Pintar

Attorneys for Plaintiffs

Dated: January \_\_, 2010

RODDY KLEIN & RYAN

By: \_\_\_\_\_  
Gary E. Klein

Attorneys for Plaintiffs

Dated: January \_\_, 2010

BONNETT FAIRBOURN  
FRIEDMAN & BALINT, P.C.

By: \_\_\_\_\_  
Andrew S. Friedman

Attorneys for Plaintiffs

Dated: January \_\_, 2010

CHAVEZ & GERTLER LLP

By: \_\_\_\_\_  
Mark A. Chavez

Attorneys for Plaintiffs

Dated: January \_\_, 2010

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Dated: January \_\_, 2010

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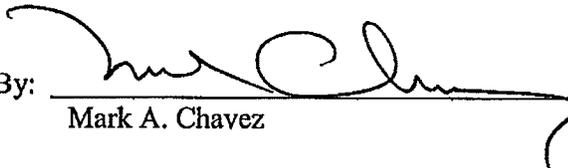
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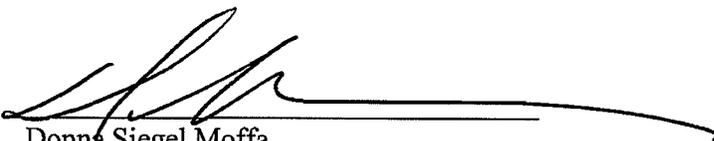
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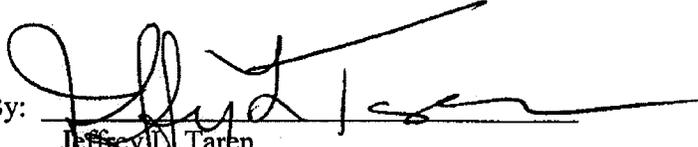
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