

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

**If you have or had a residential purchase or refinance mortgage loan owned and/or serviced by Chase and Chase, directly or indirectly, attempted to collect and/or collected unpaid balances on the loan after the lien on the property secured by the loan was voluntarily released, and you were not a member of the settlement class in *Banks, et al. v. JPMorgan Chase Bank, N.A.*, you could be eligible to receive payment from a class-action settlement.**

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

**If you are a person in the proposed Settlement Class, your legal rights are affected whether you act or not.**

**Please Read This Notice Carefully.**

This Long-Form Notice provides information about a proposed class action settlement in Terry v. JPMorgan Chase Bank, N.A., et al., Case No. 3:15-cv-01666-DMS-KSC (the “Settlement”), concerning allegations that JPMorgan Chase Bank, N.A. d/b/a Chase (“Chase”) and Real Time Resolutions, Inc. (“Real Time” and, together with Chase, “Defendants”) violated California’s Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq., and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq., and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., by attempting to collect payments and/or actually collecting payments on residential mortgage loans owned and/or serviced, directly or indirectly, by Chase and secured by real property located in the State of California, after Chase voluntarily released the lien on the property securing the loan. Defendants deny the allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses, and Defendants have not conceded the truth or validity of any of the claims against either or both of them by entering into the Settlement.

The Court in charge of this case still has to decide whether to approve the Settlement.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>NO CLAIM FORM REQUIRED</b>	<ul style="list-style-type: none"> <li>• This Settlement does not require a Settlement Class Member to make a claim in order to recover a payment under the Settlement.</li> <li>• The amount you will receive, provided you do not opt-out of the Settlement, will be based on whether your loan was a purchase money mortgage loan and the amount you paid on the loan, if any, to Chase after Chase released the lien on the property securing the loan.</li> <li>• <i>See Questions 6-10.</i></li> </ul>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<ul style="list-style-type: none"> <li>• Excluding yourself means you <b>get no payment</b>.</li> <li>• Excluding yourself is the only way you can ever be a part of any other case against JPMorgan Chase Bank, N.A., or its respective parents and affiliates, and/or Real Time Resolutions, Inc., or its respective parents or affiliates, about the claims being resolved by this Settlement.</li> <li>• <i>See Question 11.</i></li> </ul>
<b>OBJECT TO THE SETTLEMENT</b>	<ul style="list-style-type: none"> <li>• Remain a Settlement Class Member and write to the Court about why you do not like the Settlement.</li> <li>• You cannot object in order to ask the Court for a higher payment for <i>yourself personally</i>, although you can object to any other terms that apply generally to the Settlement Class.</li> <li>• <i>See Questions 14-15.</i></li> </ul>
<b>GO TO THE FINAL APPROVAL HEARING</b>	<ul style="list-style-type: none"> <li>• The Court will hold a hearing to decide whether to approve the Settlement. You may ask to speak in Court about the fairness of the Settlement.</li> <li>• <i>See Question 16.</i></li> </ul>

**WHAT THIS NOTICE CONTAINS**

BASIC INFORMATION .....3
1. Who was sent Mail Notice of this Settlement? .....3
2. What is the lawsuit about? .....3
3. What is a class action and who are the Parties? .....3
4. Why is there a Settlement? .....3
WHO IS IN THE SETTLEMENT?.....3
5. How do I know if I am part of the Settlement? What is the Settlement Class definition?.....3
THE SETTLEMENT BENEFITS—WHAT YOU GET .....4
6. What does the proposed Settlement provide? .....4
7. How will payments be calculated? .....4
8. When will payment be issued? .....5
9. How will payment be sent?.....5
10. What am I giving up to get a payment or stay in the Settlement?.....5
EXCLUDING YOURSELF FROM THE SETTLEMENT (“OPTING-OUT”) .....6
11. How do I get out of the Settlement? .....6
THE LAWYERS REPRESENTING YOU .....6
12. Do I have a lawyer in this case?.....6
13. How will the lawyers be paid? Is the Class Representative being paid? .....7
OBJECTING TO THE SETTLEMENT .....7
14. How do I tell the Court that I do not like the Settlement? .....7
15. What is the difference between objecting and excluding yourself (“opting-out”)? .....8
THE COURT’S SETTLEMENT HEARING.....8
16. When and where will the Court decide whether to approve the Settlement?.....8
17. Do I have to come to the Final Approval Hearing? .....9
18. May I speak at the Final Approval Hearing? .....9
GETTING MORE INFORMATION .....9
19. How do I get more information about the Settlement?.....9

**BASIC INFORMATION**

**1. Who was sent Mail Notice of this Settlement?**

Individuals, as identified by Defendants’ records, that are California borrowers who had a residential mortgage loan during the relevant time period that was owned or serviced by Chase, where Chase released the lien on the property securing the loan and then, directly or indirectly, attempted to collect or actually collected unpaid balances on the loan after the lien release, and who were not members of the settlement class in Banks, et al. v. JPMorgan Chase Bank, N.A., Case No. RG12614875 (Cal. Super. Ct.), were sent a postcard Mail Notice about this Settlement.

This Long-Form Notice more fully explains the options available to individuals in the Settlement Class before the Court decides whether to give “final approval” to the Settlement. See *Question 5 for more details about who is in the Settlement Class.*

**2. What is the lawsuit about?**

Plaintiff claims that Defendants violated California and federal law by collecting or attempting to collect unpaid balances on residential mortgage loans owned or serviced by Chase after Chase voluntarily released the lien on the property securing the loan. Specifically, Plaintiff alleges that Defendants violated California’s Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et seq.*, and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

Defendants deny the allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

**3. What is a class action and who are the Parties?**

In a class action lawsuit, one or more people, called “class representatives,” sue on behalf of people who have similar claims. All of these people together are a “class” or “settlement class.” One court resolves the issues for the whole settlement class, except for those who choose to exclude themselves from the class. See *Question 11.*

**Settlement Class Representative.** The Settlement Class Representative in this case, Carmen Terry, is a California resident who had a residential mortgage loan serviced by Chase. Plaintiff alleges that after Chase voluntarily released the lien on her property securing her loan, Defendants attempted to collect unpaid balances on the loan.

**Settling Defendants.** The Settling Defendants in this lawsuit are JPMorgan Chase Bank, N.A. d/b/a Chase and Real Time Resolutions, Inc.

Together, the Settlement Class Representative and the Defendants are called the “Parties.”

#### 4. Why is there a Settlement?

Defendants deny all liability in the lawsuit. The Court did not decide in favor of any party on the legal claims being resolved here. Instead, all sides agreed to a Settlement, which avoids the risk and cost of a trial, but still provides compensation to the people affected. The Settlement Class Representative and Class Counsel think that the Settlement is in the best interests of the Settlement Class and that the proposed Settlement is fair, adequate and reasonable.

### WHO IS IN THE SETTLEMENT?

#### 5. How do I know if I am part of the Settlement? What is the Class definition?

Defendants have identified 23,376 Settlement Class Loans. For purposes of this lawsuit, a Settlement Class Loan means a residential mortgage loan owned or serviced by Chase and secured by real property located in the State of California, where, between July 28, 2011 through August 1, 2017, Chase (1) released the lien on the property securing the loan, and (2) directly or indirectly, thereafter attempted to collect or actually collected unpaid balances on the loan after the lien release.

If you received a postcard Mail Notice regarding this lawsuit, you are the borrower of a Settlement Class Loan and are eligible for a cash payment and the other benefits of the Settlement, if you do not opt-out. *See Question 7 for more details about how payment amounts will be calculated. See Question 11 for more details about how to opt-out of the Settlement.*

**Settlement Class Definition.** The Settlement Class includes all California borrowers who obtained a residential mortgage loan owned or serviced by Chase and secured by real property located in the State of California, as to which, between July 28, 2011 through August 1, 2017, Chase (1) released the lien on the property securing the loan, and (2) directly or indirectly, thereafter attempted to collect or actually collected unpaid balances on the loan after the lien release. Excluded from the Settlement Class are: (a) members of the class action lawsuit entitled Banks, et al. v. JPMorgan Chase Bank, N.A., Case No. RG12614875 (Cal. Super. Ct.), including the settlement and related actions subject to the separate prior class action settlement in that action; and (b) the Judges to whom the Action is assigned and any members of the Judges’ staff or immediate family members.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 6. What does the proposed Settlement provide?

**Settlement Fund.** Chase will pay \$4,300,000.00 to cover all costs of the settlement including: (1) cash payments to Settlement Class Members; (2) an award of attorneys’ fees to Class Counsel, in an amount not to exceed twenty-five percent (25%) of the Settlement Fund, and reimbursement of reasonable expenses (approximately \$27,500), as approved by the Court; (3) a service award to the Settlement Class Representative in an amount not to exceed a cash payment of \$5,000.00, as approved by the Court; (4) the costs of notice and administration of the Settlement; and (5) under certain circumstances as described below, a contribution to a charitable organization approved by the Court.

**Settlement Awards.** Settlement Class Members will receive cash awards calculated as set forth below. The amount each Settlement Class Member receives depends on which of the three groups within the Settlement Class – Tranche 1, 2 or 3 – the Settlement Class Member belongs to, and may be subject to pro rata adjustment, including depending on: (1) the final amount of costs of the Settlement; (2) the number of individuals in each group who exclude themselves from the Settlement; and/or (3) the number of individuals in each group for whom a valid mailing address cannot be identified. Settlement awards will be distributed by an independent Settlement Administrator approved by the Court. *See Question 7 for more details.*

**No Portion of the Settlement Fund Will Return to Defendants.** Any money remaining in the Settlement Fund after paying initial cash awards to Settlement Class Members, attorneys’ fees and costs to Class Counsel, any service award to the Settlement Class Representative and the costs of notice and administration of the Settlement, or money that the Settlement Administrator is unable to distribute to Settlement Class Members for lack of a current and valid mailing address, will be distributed by way of a second distribution. Only Settlement Class Members in Tranches 1 and 2 who have cashed their settlement checks may be eligible to receive an additional settlement award in the second distribution. If there are not enough funds to issue a second settlement award of at least \$10.00 to each Settlement Class Member in Tranches 1 and 2 after the deduction of administration costs associated with the second distribution, the Parties propose that the remaining funds will be donated in equal shares to National Housing Law Project and Consumer Watchdog, subject to approval by the Court. No portion of the Settlement Fund will be returned to Defendants.

## 7. How will payments be calculated?

According to Defendants' records, individuals in the Settlement Class paid a total of \$5,834,755.33 in Challenged Payments on Settlement Class Loans. Challenged Payments are any payment made by an individual in the Settlement Class on his or her Settlement Class Loan during the Class Period after Chase voluntarily released the lien on the property securing the Settlement Class Loan. Not all individuals in the Settlement Class made a Challenged Payment. The cut-off for the Challenged Payments was July 28, 2011 because of the statute of limitations.

To settle this case, Chase will pay a total of \$4,300,000.00. The total Settlement Fund pays for all administrative costs, attorneys' fees and expenses and a service award to the Class Representative, with the remainder to be distributed to Settlement Class Members as follows:

<b>Tranche</b>	<b>Description</b>	<b>Initial Settlement Award</b>
<b>Tranche 1</b>	Settlement Class Members in Tranche 1 are persons who made one or more Challenged Payments on his or her Settlement Class Loan during the Class Period and whose Settlement Class Loan was a <i>purchase money mortgage</i> .	Settlement Class Members in Tranche 1 are eligible to receive an initial Settlement Award calculated based on approximately 76% of the total Challenged Payments made on his or her Settlement Class Loan, subject to adjustment.
<b>Tranche 2</b>	Settlement Class Members in Tranche 2 are persons who made one or more Challenged Payments on his or her Settlement Class Loan during the Class Period and whose Settlement Class Loan was <i>not a purchase money mortgage</i> .	Settlement Class Members in Tranche 2 are eligible to receive an initial Settlement Award calculated based on approximately 38% of the total Challenged Payments made on his or her Settlement Class Loan, subject to adjustment.
<b>Tranche 3</b>	Settlement Class Members in Tranche 3 are persons who did not make any Challenged Payments on his or her Settlement Class Loans during the Class Period.	Settlement Class Members in Tranche 3 are eligible to receive a Settlement Award equal to the sum of \$500,000.00 divided by the number of Settlement Class Members in Tranche 3.

A *purchase money mortgage* is generally defined as a loan secured by an owner-occupied home located in California that was used to pay all or part of the purchase price of that home.

A *non-purchase money mortgage* is generally defined as a loan secured by a residential dwelling located in California that is not a purchase money mortgage.

No Settlement Class Member in Tranches 1 or 2 shall receive more than the total amount of Challenged Payments that he or she made on his or her Settlement Class Loan during the Class Period.

## 8. When will payment be issued?

Payments will be sent within sixty (60) days after the Effective Date of the Settlement. The Effective Date of the Settlement is the date upon which all decisions in the case are final, including any appeals by any objectors. We do not yet know the Effective Date, and it may be more than a year away. Please be patient.

## 9. How will payment be sent?

Payment will be sent to Settlement Class Members via first class mail to the best address the Settlement Administrator can find based on Defendants' records.

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

Unless you exclude yourself from the Settlement Class, you will be a Settlement Class Member. *See Question 11.* This means that all of the Court's orders will apply to you and legally bind you, and that you cannot sue or be part of any other lawsuit against the Defendants (or any of the other related entities listed as "Released Parties" in the Settlement Agreement) about the legal claims resolved in the Settlement. The "Released Claims" are described below.

The Release provides, in pertinent part:

Plaintiff and each and all Settlement Class Members (defined as California borrowers who obtained a residential mortgage loan owned or serviced by Chase and secured by real property located in the State of California, as to which, between July 28, 2011 through August 1, 2017, Chase (1) released the lien on the property securing the loan, and (2) directly or indirectly, thereafter attempted to collect or actually collected unpaid balances on the loan after the lien release ("Settlement Class Loan"). Excluded from the Settlement Class are: (a) members of the class action lawsuit entitled Banks, et al. v. JPMorgan Chase Bank, N.A.,

Case No. RG12614875 (Cal. Super. Ct.), including the settlement and related actions subject to the separate prior class action settlement in that action; (b) the Judges to whom the Action is assigned and any members of the Judges' staff or immediate family members; and (c) individuals in the Settlement Class who submitted a timely and valid Request for Exclusion), on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other holders of their Settlement Class Loan (together, the "Releasing Parties"), fully release and forever discharge Defendants and each and all of their present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, and/or predecessors in interest and all of the aforementioned's respective officers, directors, employees, attorneys, shareholders, agents, assigns and vendors (together, the "Released Parties") from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, including but not limited to claims for violations of the California's Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et seq.*, and Unfair Competition Law, Cal. Bus. Prof. Code § 17200 *et seq.*, Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, Cal. Civ. Proc. §§ 580b, 580d and 726(a) and Cal. Civ. Code §§ 1572, 1709, 1710 and 1711, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, without limitation, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory as of the date of the Final Approval Order concerning the Released Parties' conduct, policies, or practices arising from, related to, connected with, or described in the Action *that were alleged or could have been alleged in the Action*, whether the claims are brought directly or by or on behalf of any Settlement Class Member in an individual or class action, representative action or in any other capacity, with respect to any form of relief, including, without limitation, damages, restitution, disgorgement, penalties and injunctive or declaratory relief (the "Released Claims"). Notwithstanding the foregoing, the Plaintiff and Settlement Class Members are not releasing claims, if any, that arise out of or relate to collection activities that occur after the date of the Final Approval Order regarding Settlement Class Loans.

Talk to Class Counsel or your own lawyer if you have questions about what the release means and what it covers. *See Question 12.*

## EXCLUDING YOURSELF FROM THE SETTLEMENT ("OPTING-OUT")

### 11. How do I get out of the Settlement?

If you ask to be excluded from the Settlement Class (also called "opting-out" of the Settlement Class), you will not get any money or other benefits from the Settlement. If you exclude yourself, you will not be legally bound by the Settlement. Unless you exclude yourself from the Settlement Class, you give up any right to sue (or continue to sue) the Released Parties for the Released Claims that are resolved by the Settlement.

To exclude yourself from the Settlement Class, you must submit a Request for Exclusion in writing to the Settlement Administrator at the address below. To be valid, a Request for Exclusion must: (a) be signed by the individual in the Settlement Class who is requesting exclusion; (b) include the full name, address and applicable Chase account number(s) of the individual in the Settlement Class requesting exclusion; and (c) include the following statement: "I/we request to be excluded from the settlement in the Terry action." No Request for Exclusion will be valid unless all of the information described above is included. Except in instances of legal incapacity, no individual in the Settlement Class, or any person acting on behalf of or in concert or participation with said individual in the Settlement Class, may exclude any other individual in the Settlement Class from the Settlement Class. Mass or class opt-outs are not allowed.

**To be valid, your Request for Exclusion must be postmarked no later than December 6, 2017 to the Settlement Administrator at:**

**TERRY V. JP MORGAN CHASE BANK SETTLEMENT  
KCC SETTLEMENT ADMINISTRATOR  
PO Box 404000  
LOUISVILLE, KY, 40233-4000**

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in this case?

Yes. The Court has appointed the law firm Blood Hurst & O'Reardon, LLP to represent you and other Settlement Class Members in the Settlement. These lawyers are called Class Counsel. **You will not be charged for services performed by Class Counsel.** If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about the Settlement, they can be reached at:

**BLOOD HURST & O'REARDON**  
TIMOTHY G. BLOOD  
THOMAS J. O'REARDON  
701 B STREET, SUITE 1700  
SAN DIEGO, CA 92101  
P: (619) 338-1100  
INFO@BHOLAW.COM  
WEBSITE: WWW.BHOLAW.COM

**13. How will the lawyers be paid? Is the Class Representative being paid?**

**Attorneys' Fees.** Class Counsel will ask the Court to approve an award of attorneys' fees (not to exceed twenty-five percent (25%) of the Settlement Fund) and for reimbursement of their reasonable expenses (approximately \$27,500). Any award of attorneys' fees and expenses will be paid from the Settlement Fund. The Court may award less than this amount.

**Class Representative Award.** Class Counsel also will ask the Court to approve a cash payment of up to \$5,000.00 to Plaintiff, which will be paid from the Settlement Fund, as a service award for her services as Class Representative. The purpose of the service award is to compensate Plaintiff for her time, efforts and risks taken on behalf of the Settlement Class. The Court may award less than this amount.

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court that I don't like the Settlement?**

If you are a Settlement Class Member, you can object to the proposed Settlement if you do not like it. However, you cannot object if you have excluded yourself from the Settlement by submitting a Request for Exclusion. *See Question 11.*

You can object if you do not like any part of the proposed Settlement, including the way payments are calculated or the request for attorneys' fees and expenses, and the Court will consider your views.

**You CANNOT object in order to ask the Court for a higher payment for yourself personally.** The Court can only approve or disapprove the Settlement, but cannot change how much money you are personally eligible to receive from the Settlement. This means that if the Court agrees with your objection, the case will not be settled unless the parties agree to change the terms and the Court approves those changes.

To object, you must (a) **mail** your objection to Class Counsel and Defendants' counsel **and** (b) **file** it with the Court. To be timely, your objection must be mailed to Class Counsel and Defendants' counsel so that it is **postmarked** by **December 6, 2017**, **and** must be **filed** with the Court by no later than **December 6, 2017**, at the following addresses:

<b>CLASS COUNSEL</b>	BLOOD HURST & O'REARDON, LLP Timothy G. Blood Thomas J. O'Reardon 701 B Street, Suite 1700 San Diego, CA 92101
<b>DEFENDANTS' COUNSEL</b>	STROOCK & STROOCK & LAVAN LLP Julia B. Strickland Benjamin G. Diehl 2029 Century Park East Los Angeles, CA 90067
<b>THE COURT</b>	Clerk of the Court James M. Carter & Judith N. Keep United States Courthouse 333 West Broadway, Suite 420 San Diego, CA 92101

Note: You may mail your objection to the Court, but it must be received by the Court and filed by **December 6, 2017**.

**You must include the following information in your objection:**

- Your full name, address, telephone number and, if represented by counsel, the name, bar number, address and telephone number of your attorney;
- A statement that you are a Settlement Class Member;

- Documents establishing, or information sufficient to allow the Parties to confirm, that you are a Settlement Class Member;
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through your attorney;
- The specific reasons why you object to the Settlement and the basis for your objection(s);
- Identify and produce copies of documents, if any, that you desire the Court to consider; and
- Your signature.

If you are represented by an attorney, he or she must comply with all applicable laws and rules for filing pleadings and documents in the United States District Court for the Southern District of California.

Unless you submit a proper and timely written objection, according to the above requirements, you will not be allowed to object to the Settlement or appear at the Final Approval Hearing. *See Questions 16–18.*

#### **15. What’s the difference between objecting and excluding yourself (“opting-out”)?**

Objecting is simply telling the Court that you do not like something about the Settlement. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement. If you exclude yourself then you cannot object to the Settlement because you are not a part of it. If you object, and the Court approves the Settlement anyway, you will still get your benefits under the Settlement and you will be legally bound by the Settlement.

### **THE COURT’S FINAL APPROVAL HEARING**

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

The Court will hold a “Settlement Hearing” (also known as a “Final Approval Hearing” or “Fairness Hearing”) to decide whether to finally approve the proposed Settlement. The Final Approval Hearing will be on **January 19, 2018, at 1:30 p.m.** in Courtroom 13A (13th Floor) of the United States District Court for the Southern District of California, 333 West Broadway, San Diego, CA 92101. If you want to attend the Final Approval Hearing, keep in mind that the date and/or time may be changed after the time of this Notice, so you should check the settlement website ([www.TerryclassactionSettlement.com](http://www.TerryclassactionSettlement.com)) before making travel plans.

At the Final Approval Hearing, the Court will consider whether the Settlement and all of its terms are adequate, fair and reasonable. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and expenses, and the Class Representative service award.

At or after the Final Approval Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. **There is no set timeline for either the Court’s final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the Settlement will become final.**

The Court may change deadlines listed in this Notice without further notice to the Settlement Class. To keep up on any changes in the deadlines, please contact Class Counsel or review the settlement website at [www.TerryclassactionSettlement.com](http://www.TerryclassactionSettlement.com).

#### **17. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions asked by the Court. If you send an objection, you do not have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may pay another lawyer to attend, but you are not required to do so.

#### **18. May I speak at the Final Approval Hearing?**

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, speak at the Final Approval Hearing. To do so, you must follow the procedures set out in *Question 14*. You must also file a Notice of Intent to Appear, which must be mailed to Class Counsel and Defendants’ counsel and **postmarked no later than December 6, 2017**. It must be **filed** with the Clerk of the Court by that same date. The addresses for Class Counsel, Defendants’ Counsel and the Clerk of the Court are listed in response to *Question 14* above. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than **December 6, 2017**.

## GETTING MORE INFORMATION

### 19. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at [www.TerryclassactionSettlement.com](http://www.TerryclassactionSettlement.com). You may also call the Settlement Administrator at 1-877-306-5251.

#### **YOU MAY OBTAIN ADDITIONAL INFORMATION BY:**

1. **CALLING.**

Call Class Counsel at (619) 338-1100 to ask questions.

2. **EMAILING.**

Email Class Counsel at [info@bholaw.com](mailto:info@bholaw.com).

3. **WRITING TO CLASS COUNSEL.**

Send your questions by mail to Class Counsel at the address set forth below:

**BLOOD HURST & O'REARDON**  
TIMOTHY G. BLOOD  
THOMAS J. O'REARDON  
701 B STREET, SUITE 1700  
SAN DIEGO, CA 92101  
P: (619) 338-1100  
INFO@BHOLAW.COM

4. **WRITING TO THE SETTLEMENT ADMINISTRATOR.**

Additionally, you may obtain a copy of this notice by sending a written request to the Settlement Administrator at the address below. In your request, please include your name and mailing address, and reference the title of this action as Terry v. JPMorgan Chase Bank.

**TERRY V. JP MORGAN CHASE BANK SETTLEMENT**  
**KCC SETTLEMENT ADMINISTRATOR**  
PO Box 404000  
LOUISVILLE, KY 40233-4000

5. **REVIEWING LEGAL DOCUMENTS.**

You can review the legal documents that have been filed with the Clerk of Court in this case at:

James M. Carter & Judith N. Keep United States Courthouse  
333 West Broadway, Suite 420  
San Diego, CA 92101

Some of the legal documents are also located on the Settlement Website [www.TerryclassactionSettlement.com](http://www.TerryclassactionSettlement.com).

6. **ACCESSING PACER.**

You can access most of the legal documents in this case on the Court's docket through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.wawd.uscourts.gov>. An access charge may apply.

**PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUIT, THE SETTLEMENT OR THIS NOTICE.** The Court will not respond to letters or telephone calls. If you wish to address the Court, you must file an appropriate pleading or motion with the Clerk of the Court in accordance with the Court's procedures.

DATED: October 13, 2017

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA