

Exhibit A

**MODIFICATION AND SUPPLEMENT TO
SETTLEMENT AGREEMENT AND RELEASE**

In accordance with paragraph 110 of the Settlement Agreement and Release (“Agreement”), this Modification and Supplement to the Agreement (“Modification and Supplement”) is made and entered into this 23rd day of March, 2017, by and among (1) Plaintiffs, for themselves and on behalf of the Settlement Class, (2) JPMorgan Chase & Co. (“JPMC”), and (3) Chase Bank USA, N.A. (“CBUSA,” and collectively with JPMC, “Chase”), subject to final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure.

I. Recitals

1. In August and September 2016, Plaintiffs, for themselves and on behalf of the Settlement Class, and Chase entered into the Agreement to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Settlement Class.
2. On September 16, 2016, Plaintiffs filed an unopposed Motion for Preliminary Approval. Dkt. 67; *see* Dkt. 68 (re-filed motion).
3. On October 18, 2016, the Court issued an Order granting Plaintiffs’ Unopposed Motion for Preliminary Approval, provisionally certifying the Settlement Class, directing Notice, and scheduling the Final Approval Hearing for April 10, 2017. Dkt. 71.
4. On October 25, 2016, the Court issued an Amended Order, in which it rescheduled the Final Approval Hearing for April 6, 2017. Dkt. 72.
5. In accordance with the Agreement and the Court’s Orders, the Settlement Administrator and the Parties began administering the Settlement.
6. In the course of administering the Settlement, the Parties discovered that certain Mail Notices sent to individuals identified by CBUSA as Settlement Class Members incorrectly identified the rewards that CBUSA forfeited after closing their credit-card accounts. Specifically, the amount of the rewards that CBUSA forfeited was higher than the prior notice reflected.
7. To remedy that inadvertent, good faith error, the Parties have agreed to an increase of the Settlement Fund—from \$2,085,000.00 to \$2,295,000.00—and have agreed upon certain supplemental procedures (as described below) concerning Supplemental Notice Settlement Class Members (as defined below).

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, in accordance with paragraph 110 of the Agreement, as follows.

II. Definitions

Except as otherwise specified or amended herein, the definitions in the Agreement are hereby incorporated as though fully set forth herein, and capitalized terms shall have the meanings attributed to them in the Agreement. In addition to those defined terms, and the terms defined at various points within this Modification and Supplement, the following Defined Terms apply throughout this Modification and Supplement:

8. “Settlement Fund,” as defined in paragraph 37 of the Agreement, is amended by replacing “\$2,085,000.00” with “\$2,295,000.00.”
9. “Supplemental Claim” means a Claim submitted by a Supplemental Notice Settlement Class Member.
10. “Supplemental Claim Deadline” means 45 days after the Supplemental Notice Deadline.
11. “Supplemental Claim Form” means a Claim Form provided by the Settlement Administrator for the purpose of making a Supplemental Claim.
12. “Supplemental Claimant” means a Claimant who is a Supplemental Notice Settlement Class Member who submits a Supplemental Claim.
13. “Supplemental Notice” means the supplemental notices that the Parties will ask the Court to approve in connection with the Parties’ joint motion for Supplemental Notice Approval.
14. “Supplemental Notice Approval” means the date that the Court enters, without material change, an order approving the Supplemental Notice Program in the form substantially the same as in the attached Exhibit 4.
15. “Supplemental Notice Costs” means the costs of the Supplemental Notice Program and supplemental settlement administration.
16. “Supplemental Notice Deadline” means 40 days after Supplemental Notice Approval.
17. “Supplemental Notice Program” means the Notice Program as amended by this Modification and Supplement to provide for Supplemental Notice and consists of (1) a mailed supplemental notice to the last known address and, where reasonably available, e-mail address of all Supplemental Notice Settlement Class Members (“Supplemental Mail Notice”); and (2) Supplemental Long-Form Notice posted on the Settlement Website. The form of the Supplemental Mail Notice and Supplemental Long-Form Notice shall be substantially in the form attached hereto as Exhibits 1, 2, and 3, and approved by the Court. Additional description of the contemplated Supplemental Notice Program is provided in Section VI hereof.

18. “Supplemental Notice Settlement Class Member” means a person identified by CBUSA as a Settlement Class Member whose Mail Notice incorrectly identified the rewards that CBUSA forfeited upon closing his or her Account, and who will be sent Supplemental Notice.
19. “Supplemental Objection Deadline” means 30 days after the Supplemental Notice Deadline. The Supplemental Objection Deadline will be specified in the Supplemental Notice.
20. “Supplemental Opt-Out Deadline” means 30 days after the Supplemental Notice Deadline. The Supplemental Opt-Out Deadline will be specified in the Supplemental Notice.

III. Settlement Consideration

21. Paragraph 40 of the Agreement is amended by replacing “\$2,085,000.00,” with “\$2,295,000.00.”

IV. Supplemental Notice Approval

22. Upon execution of this Modification and Supplement, the Parties shall promptly and jointly move the Court for an Order granting Supplemental Notice Approval. The proposed Supplemental Notice Approval Order that will be attached to the joint motion shall be in a form agreed upon by Class Counsel and Chase, and substantially in a form as that attached hereto as Exhibit 4.
23. Within 10 days of the filing of the joint motion for Supplemental Notice Approval, Chase, at its own expense, shall serve or cause to be served notice of this Modification and Supplement under the Class Action Fairness Act, 28 U.S.C. § 1715.

V. Settlement Administrator

24. The Settlement Administrator shall have the same duties concerning Supplemental Notice Settlement Class Members as those set forth in the Agreement.
25. Paragraph 44(g) of the Agreement is amended to provide that the final report specified therein shall be provided no later than five days after the Supplemental Opt-Out and Supplemental Objection Deadlines.

VI. Supplemental Notice to Supplemental Notice Settlement Class Members

26. Within 20 days after Supplemental Notice Approval is granted, CBUSA will provide to the Settlement Administrator the data files that identify the Supplemental Notice Settlement Class Members. The Settlement Administrator shall then implement the Supplemental Notice Program provided herein, using the forms of Supplemental Notice approved by the Court in the Supplemental Notice Approval Order.

27. Supplemental Notice shall be provided to Supplemental Notice Settlement Class Members in two different ways: Supplemental Mail Notice; and Supplemental Long-Form Notice on the Settlement Website. Supplemental Notice shall be provided substantially in a form as that attached hereto as Exhibits 1, 2, and 3.
28. After the Settlement Administrator receives from CBUSA the data files that identify the Supplemental Notice Settlement Class Members, the Settlement Administrator (1) shall send the Supplemental Mail Notice to all such Supplemental Notice Settlement Class Members; and (2) shall e-mail the Supplemental Mail Notice to all Supplemental Notice Settlement Class Members whose last known e-mail addresses are reasonably available (together, the “Supplemental Mail Notice Program”).
29. The Supplemental Mail Notice Program shall be completed by the Supplemental Notice Deadline.
30. Within five days after Supplemental Notice Approval is granted, the Settlement Administrator shall post the Supplemental Long-Form Notice on the Settlement Website.
31. Within seven days after the date the Settlement Administrator completes the Supplemental Mail Notice Program, the Settlement Administrator shall provide Class Counsel and Chase an affidavit that confirms that the Supplemental Notice Program was completed in a timely manner. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiffs’ amended motion for final approval of the Settlement.
32. Chase shall pay the Supplemental Notice Costs up to \$10,000.00. In the event the Supplemental Notice Costs exceed \$10,000.00, any such costs in excess of that amount shall be deducted from the Settlement Fund.
33. Within the parameters set forth in this Section VI, further specific details of the Supplemental Notice Program shall be subject to the agreement of Class Counsel and Chase.

VII. Supplemental Notice Opt-Out and Objections

34. Exclusion/Opt-Out. The deadline for any Supplemental Notice Settlement Class Member to exclude himself or herself from the Settlement and Release shall be extended. Any Supplemental Notice Settlement Class Member may exclude himself or herself by sending to the Settlement Administrator, postmarked by the Supplemental Opt-Out Deadline, a written request to opt out or be excluded from the Settlement. Except as otherwise provided herein, the requirements for exclusion are set forth in the Agreement.
35. Objections. The deadline for any Supplemental Notice Settlement Class Member to object to the Settlement shall be extended. Any such objections 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, and must include all the information specified in the Agreement. For any such objection to be considered by the Court, the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the

instructions, and the postmark date indicated on the envelope must be no later than the Supplemental Objection Deadline, as specified in the Supplemental Notice. Except as otherwise provided herein, the requirements for objections are set forth in the Agreement.

VIII. Final Approval Order and Judgment

36. The Parties' joint motion for Supplemental Notice Approval will include a request that the Court reschedule the date currently set for the Final Approval Hearing.
37. Plaintiffs shall file any amended application for attorneys' fees and costs and for a Service Award for Plaintiffs, no later than 14 days prior to the Supplemental Notice Objection Deadline.
38. Plaintiffs shall file their supplemental motion for final approval of the Settlement no later than 14 days prior to the Final Approval Hearing.

IX. Settlement Fund

39. Paragraph 60 of the Agreement is amended by replacing "\$2,085,000.00" with "\$2,295,000.00."

X. Supplemental Notice Claims Process

40. If a Supplemental Notice Settlement Class Member has already filed a valid Claim by the Claim Deadline and does not opt out by the Supplemental Opt-Out Deadline, any such Supplemental Notice Settlement Class Member need not take any further action: The Settlement Administrator will automatically update his or her records by the Supplemental Opt-Out Deadline.
41. If a Supplemental Notice Settlement Class Member has not already filed a valid Claim by the Claim Deadline and does not opt out by the Supplemental Opt-Out Deadline, any such Supplemental Notice Settlement Class Member seeking a distribution from the Settlement Fund must file a Supplemental Claim and will have an extended deadline to do so. All Supplemental Claims must be submitted to the Settlement Administrator by the Supplemental Claim Deadline. Supplemental Claim Forms shall be available on the Settlement Website to be filed online and shall also be available by writing, calling, or e-mailing the Settlement Administrator.
42. The Supplemental Claim Form shall be agreed upon by the Parties after consultation with the Settlement Administrator.
43. Except as otherwise provided herein, the requirements for submitting a valid Supplemental Claim are the same as the requirements for submitting a valid Claim as set forth in the Agreement.

XI. Distribution of Net Settlement Fund

44. Paragraph 77 of the Agreement is amended by replacing “\$2,085,000.00” with “\$2,295,000.00.”

XII. Termination of Settlement

45. Paragraph 90 of the Agreement is amended to provide that the deadline for Chase’s notice of termination shall be 14 days from Chase’s receipt from the Settlement Administrator of the final report specified in paragraph 44(g) of the Agreement, as amended by paragraph 25 of this Modification and Supplement.

XIII. Miscellaneous Provisions

46. Gender and Plurals. As used in this Modification and Supplement, 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.
47. Binding Effect. This Modification and Supplement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
48. Cooperation of Parties. The Parties to this Modification and Supplement 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 the Agreement, as amended by this Modification and Supplement.
49. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Modification and Supplement, the Parties shall consult with each other and certify to the Court that they have consulted.
50. Integration. The Agreement (along with the letter referenced in paragraph 90 therein) and this Modification and Supplement constitute 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.
51. No Conflict Intended. Any inconsistency between the headings used in this Modification and Supplement and the text of the paragraphs of this Modification and Supplement shall be resolved in favor of the text.
52. Governing Law. The Modification and Supplement 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.
53. Counterparts. This Modification and Supplement 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 Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through e-mail of an Adobe PDF shall be deemed an original.

54. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of the Agreement, as amended by this Modification and Supplement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement, as amended by this Modification and Supplement, 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, as amended by this Modification and Supplement, and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement, as amended by this Modification and Supplement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program, Supplemental 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.
55. No Waiver. The waiver by any Party of any breach of this Modification and Supplement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Modification and Supplement.
56. Authority. Class Counsel, Plaintiffs, counsel for Chase, and Chase represent and warrant that the persons signing this Modification and Supplement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Chase to all terms of this Modification and Supplement. Any person executing this Modification and Supplement 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 Modification and Supplement to all of the terms and provisions of this Modification and Supplement.
57. Modification and Supplement Mutually Prepared. Neither Chase nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Modification and Supplement 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 Modification and Supplement.
58. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Modification and Supplement, received independent legal advice with respect to the advisability of entering into this Modification and Supplement, and the legal effects of this Modification and Supplement, and fully understands the effect of this Modification and Supplement.

Dated: _____

3/23/2017



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Kenneth J. Grunfeld
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Class Counsel

Dated: _____

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Dated: _____

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Dated: 3/23/2017



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*Counsel for JPMorgan Chase & Co. and
Chase Bank USA, N.A.*

Exhibit 1

Exhibit 1**Supplemental Mail Notice/Claim Form****FRONT—Outside Flap****Official Supplemental Notice of Proposed Class Action Settlement**

You previously were notified that you had been identified as a potential member of a class of persons who forfeited rewards points upon Chase Bank USA, N.A.'s closure of your credit-card account, and who were not given the opportunity to redeem those points after the account was closed. This supplemental notice concerns information incorrectly identified in the notice previously sent to you, and provides important, related updates concerning the Settlement.

Chase Rewards Program
Settlement
Claims Administrator
P.O. Box 43428
Providence, RI 02940-3428

Presorted
First Class Mail
U.S. Postage Paid

Postal Service: Please do not
mark barcode

A federal court authorized this notice. This is not a solicitation from a lawyer. This is not notice of a lawsuit against you.

Claim #: XXXXXXXXXX
{preprint name and address}

File your Claim by [Month 00, 2017] using the attached Claim Form or online at www.chaserewardsprogramsettlement.com.

Inside Flap

As described in an earlier notice sent to you, a Settlement Agreement has been reached with JPMorgan Chase & Co. ("JPMC") and Chase Bank USA, N.A. ("CBUSA," and collectively with JPMC, "Chase") in a lawsuit where the Plaintiffs allege that Chase violated state common and statutory law when Chase forfeited rewards points upon CBUSA's closure of credit-card accounts. The lawsuit, *Gao, et al. v. JPMorgan Chase & Co., et al.*, is pending in the United States District Court for the Southern District of New York. Chase denies any liability or wrongdoing. To settle the case and avoid the costs and risks of litigation, Chase previously agreed to provide a Settlement Fund of \$2,085,000, but has since agreed to increase that amount to \$2,295,000.00. To see a more detailed notice, full information on the Settlement, the Settlement Agreement, the Modification and Supplement to the Settlement Agreement, and other documents in the case, please visit the website: www.chaserewardsprogramsettlement.com.

Why am I being contacted again? CBUSA's records indicated that you were a Settlement Class Member, but the notice sent to you incorrectly identified the rewards that Chase forfeited after closing your credit-card account. Specifically, the amount of the rewards that Chase forfeited was higher than the prior notice reflected. This notice now corrects the amount of forfeited rewards, stated in terms of points:

Number of Forfeited Points: XXXX

What can I get from the settlement? If the Court approves the Settlement, Settlement Class Members who submit a valid Claim Form will receive a cash distribution from the Settlement Fund based on the number of points Chase forfeited when their accounts were closed and the amount of the Settlement Fund after payment of certain amounts. Specifically, the Settlement Fund will be used to pay attorneys' fees and costs, costs of notice and administration of the Settlement, and a service payment to the two named Plaintiffs (the "Class Representatives"). Class counsel will seek up to one third of the \$2,295,000 fund as their fee and up to \$75,000 for their costs. Class counsel will also request that a payment of up to \$7,500 each be paid from the Settlement Fund to the two Class Representatives for their service in bringing this lawsuit.

Exhibit 1

Supplemental Mail Notice/Claim Form

How do I get my payment? If you want to get your payment and have already submitted a claim, you do not need to do anything else; the Settlement Administrator will update your records to correct the prior error without any further action from you. If you have not already submitted a claim, the deadline for you to do so has been extended: You must complete and mail the attached Supplemental Claim Form by **[Month 00, 2017]**. Claims may also be submitted online at www.chaserewardsprogramsettlement.com; or you may download a form from the same website and mail it to the Settlement Administrator. For help filing a claim, call 1-855-306-9709.

What are my other options? If you don't want to be legally bound by the Settlement, and you have not previously excluded yourself from the Settlement, **you must now exclude yourself from the Settlement by the extended deadline of [Month 00, 2017]**. Unless you exclude yourself, you will be bound by the terms of the Settlement Agreement, including, but not limited to, its Releases. If you do not exclude yourself, you may object to the Settlement and/or the amount of expenses incurred in obtaining the Settlement, including attorneys' fees. If you object to the Settlement, you must sign your objection yourself and file it with the Court. If you file a timely objection, you may appear at the hearing the Court holds to finally approve the Settlement, but you are not required to attend. You may also hire your own lawyer at your own expense to pursue an objection. **Objections are due by the extended deadline of [Month 00, 2017]**. If you object, please refer to the Settlement Agreement posted on the website www.chaserewardsprogramsettlement.com for more information on the requirements for objecting and for verifying your status as a Settlement Class Member. If your objection is rejected by the Court, you will be bound by the terms of the Settlement.

When will the hearing be held to determine approval of the settlement, and where? The Final Approval Hearing, previously scheduled for April 6, 2017, has been rescheduled. The Court will hold the Final Approval Hearing on **[Month 00, 2017 at 00:00 x.m.]** at the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, NY 10007 to decide whether to approve: (1) the Settlement, (2) Class Counsel's request for attorneys' fees of up to one third of the Settlement Fund and expenses of up to \$75,000, and (3) up to \$7,500 each for a service payment to the Class Representatives.

Who are the lawyers for the class? The Court has appointed Golomb & Honik, P.C. and Trief & Olk as Class Counsel.

Inside Flap

Chase Rewards Program Settlement Supplemental Claim Form

[Barcode]

Claim #: XXXXXXXXX [name preprinted]

By submitting this Claim, I request a Settlement Fund Payment and certify as provided below.

Address for Settlement Fund Payment (if different from where this notice was sent)

Name: _____

Address: _____

City, State: _____

Zip Code: _____

I hereby certify that I was not given the opportunity to redeem my forfeited rewards after the closure of my Chase Bank USA, N.A. credit-card account(s).

Signature: _____ Date (mm/dd/yyyy): _____

Print Name: _____

Exhibit 1

Supplemental Mail Notice/Claim Form

BACK—Outside Flap

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

**Chase Rewards Program Settlement Claims Administration
P.O. Box 43428
Providence, RI 02940-3428**

Exhibit 2

Exhibit 2

Supplemental Mail Notice (E-mail Version)

Subject of E-mail:

Official Supplemental Notice of Proposed Class Action Settlement

Body of E-mail:

- You previously were identified as a potential member of a class of persons who forfeited rewards points upon Chase Bank USA, N.A.'s closure of your credit-card account, and who were not given the opportunity to redeem those points after the account was closed. This supplemental notice concerns information incorrectly identified in the notice previously sent to you, and provides important, related updates concerning the Settlement.
- Your claimant identification number is XXXXXXXX. Use this number to access more information about your forfeited points and your credit-card account at www.chaserewardsprogramsettlement.com.
- A federal court authorized this notice. This is not a solicitation from a lawyer. This is not notice of a lawsuit against you.
- File your Claim on or before [Month 00, 2016]. You may access a Claim Form at www.chaserewardsprogramsettlement.com. You may file your Claim Form online at the above website, or by mail to the address listed below:

Chase Rewards Program Settlement
Claims Administrator
P.O. Box 43428
Providence, RI 02940-3428

As described in an earlier notice sent to you, a Settlement Agreement has been reached with JPMorgan Chase & Co. ("JPMC") and Chase Bank USA, N.A. ("CBUSA," and collectively with JPMC, "Chase") in a lawsuit where the Plaintiffs allege that Chase violated state common and statutory law when Chase forfeited rewards points upon CBUSA's closure of credit-card accounts. The lawsuit, *Gao, et al. v. JPMorgan Chase & Co., et al.*, is pending in the United States District Court for the Southern District of New York. Chase denies any liability or wrongdoing. To settle the case and avoid the costs and risks of litigation, Chase previously agreed to provide a Settlement Fund of \$2,085,000, but has since agreed to increase that amount to \$2,295,000. To see a more detailed notice, full information on the Settlement, the Settlement Agreement, the Modification and Supplement to the Settlement Agreement, and other documents in the case, please visit the website: www.chaserewardsprogramsettlement.com.

Why am I being contacted again? CBUSA's records indicated that you were a Settlement Class Member, but the notice sent to you incorrectly identified the rewards that Chase forfeited after closing your credit-card account. Specifically, the amount of the rewards that Chase forfeited was higher than the prior notice reflected. The corrected amount of forfeited rewards, stated in terms of points, can be accessed at website listed above with your claimant identification number.

What can I get from the settlement? If the Court approves the Settlement, Settlement Class Members who submit a valid Claim Form will receive a cash distribution from the Settlement Fund based on the number of points Chase forfeited when their accounts were closed and the amount of the Settlement Fund after payment of certain amounts. Specifically, the Settlement Fund will be used to pay attorneys' fees and costs, costs of notice and administration of the Settlement, and a service payment to the two named Plaintiffs (the "Class Representatives"). Class counsel will seek up to one third of the \$2,295,000 fund as their fee and up to \$75,000 for their costs. Class counsel will also request that a payment of up to \$7,500 each be paid from the Settlement Fund to the two Class Representatives for their service in bringing this lawsuit.

How do I get my payment? If you want to get your payment and have already submitted a claim, you do not need to do anything else: The Settlement Administrator will update your records to correct the prior error without any

Exhibit 2**Supplemental Mail Notice (E-mail Version)**

further action from you. If you have not already submitted a claim, the deadline for you to do so has been extended: You must complete and submit a Supplemental Claim Form by **[Month 00, 2017]**. A Supplemental Claim Form may be accessed and submitted online at www.chaserewardsprogramsettlement.com. You may also download a Claim Form from the same website and mail it to the Settlement Administrator. For help filing a claim, call 1-855-306-8709.

What are my other options? If you don't want to be legally bound by the Settlement, and you have not previously excluded yourself from the Settlement, **you must now exclude yourself from the Settlement by the extended deadline of [Month 00, 2017]**. Unless you exclude yourself, you will be bound by the terms of the Settlement Agreement, including, but not limited to, its Releases. If you do not exclude yourself, you may object to the Settlement and/or the amount of expenses incurred in obtaining the Settlement, including attorneys' fees. If you object to the Settlement, you must sign your objection yourself and file it with the Court. If you file a timely objection, you may appear at the hearing the Court holds to finally approve the Settlement, but you are not required to attend. You may also hire your own lawyer at your own expense to pursue an objection. **Objections are due by the extended deadline of [Month 00, 2017]**. If you object, please refer to the Settlement Agreement posted on the website www.chaserewardsprogramsettlement.com for more information on the requirements for objecting and for verifying your status as a Settlement Class Member. If your objection is rejected by the Court, you will be bound by the terms of the Settlement.

When will the hearing be held to determine approval of the settlement, and where? The Final Approval Hearing, previously scheduled for April 6, 2017, has been rescheduled. The Court will hold the Final Approval Hearing on **[Month 00, 2017 at 00:00 x.m.]** at the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, NY 10007 to decide whether to approve: (1) the Settlement, (2) Class Counsel's request for attorneys' fees of up to one third of the Settlement Fund and expenses of up to \$75,000, and (3) up to \$7,500 each for a service payment to the Class Representatives.

Who are the lawyers for the class? The Court has appointed Golomb & Honik, P.C. and Trief & Olk as Class Counsel.

Exhibit 3

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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

This supplemental notice concerns information incorrectly identified in prior notices sent to certain individuals identified as Settlement Class Members, and provides important, related updates for all Settlement Class Members concerning the Settlement. Please read this supplemental notice carefully.

- **Final Approval Hearing Rescheduled**
 - The Final Approval Hearing, previously scheduled for April 6, 2017, at 11:00 a.m., has been rescheduled. The Court will hold the Final Approval Hearing on **TK**.
- **Increased Settlement Fund**
 - As previously explained, a Settlement Agreement has been reached with JPMorgan Chase & Co. (“JPMC”) and Chase Bank USA, N.A. (“CBUSA,” and collectively with JPMC, “Chase”) in a lawsuit where the Plaintiffs allege that Chase violated state common and statutory law when Chase forfeited rewards points upon CBUSA’s closure of credit-card accounts. Chase denies any liability or wrongdoing.
 - Chase previously agreed to provide a Settlement Fund of \$2,085,000.00 million, but has since agreed to increase that amount to \$2,295,000.00, by Modification and Supplement to the Settlement Agreement.
- **Supplemental Mail Notice and Supplemental Notice Settlement Class Members**
 - Certain Mail Notices previously sent to individuals identified as Settlement Class Members incorrectly identified the rewards that Chase forfeited after closing those Settlement Class Members’ credit-card accounts. Specifically, the amount of the rewards that Chase forfeited was higher than the prior notice reflected.
 - Those Settlement Class Members are now being sent Supplemental Mail Notices that correct the amount of their forfeited rewards, stated in terms of points.
- **Extended Deadlines For Supplemental Notice Settlement Class Members**
 - Those Settlement Class Members being sent Supplemental Mail Notices will have an extended period in which to file Claims, exclude themselves from the Settlement, or object to the Settlement. These rights and options—**and the extended deadlines to exercise them**—are explained in this supplemental notice.

What This Supplemental Notice Contains

BASIC INFORMATION..... 3

1. Why is there a supplemental notice?

SUPPLEMENTAL NOTICE SETTLEMENT CLASS MEMBERS..... 3

2. Who is a Supplemental Notice Settlement Class Member?

3. What if I am not sure whether I am a Supplemental Notice Settlement Class Member?

SUPPLEMENTAL MAIL NOTICE..... 4

4. What is the Supplemental Mail Notice?

THE SETTLEMENT BENEFITS 4

5. What does the Settlement provide, as amended by the Modification and Supplement to the Settlement Agreement?

EXTENDED DEADLINES FOR SUPPLEMENTAL NOTICE SETTLEMENT CLASS MEMBERS 4

6. If I am a Supplemental Notice Settlement Class Member, how do I receive my payment?

7. If I am a Supplemental Notice Settlement Class Member, how do I exclude myself from the Settlement?

8. If I am a Supplemental Notice Settlement Class Members, how do I tell the Court I do not like the Settlement?

9. If I am a Settlement Class Members but not a Supplemental Notice Settlement Class Member, have any of the prior deadlines to make a claim, ask to be excluded, or object been extended for me?

THE FINAL APPROVAL HEARING 5

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

GETTING MORE INFORMATION 6

11. How do I get more information?

QUESTIONS? CALL 1-855-306-9709 OR VISIT WWW.CHASEREWARDSPROGRAMSETTLEMENT.COM

BASIC INFORMATION

1. Why is there a supplemental notice?

A Court authorized this supplemental notice because you have a right to know about a Modification and Supplement to the proposed Settlement Agreement of this class action lawsuit.

As previously described, Judge Paul A. Crotty of the United States District Court for the Southern District of New York is overseeing this case. This litigation is known as *Gao, et al. v. JPMorgan Chase & Co., et al.*, S.D.N.Y., No. 14 Civ. 4281. The two persons who sued, Harry Gao and Roberta Socall, are called the “Plaintiffs.” JPMorgan Chase & Co. (“JPMC”) and Chase Bank USA, N.A. (“CBUSA,” and collectively with JPMC, “Chase”) are the “Defendants.” The Court preliminarily approved the Settlement of this class action lawsuit on October 18, 2016, as amended by the Court’s order on October 25, 2016.

In the course of administering the Settlement, the Parties discovered that certain Mail Notices sent to individuals identified by CBUSA as Settlement Class Members incorrectly identified the amount of the rewards that Chase forfeited after closing their credit-card accounts. Specifically, certain Settlement Class Members forfeited a higher amount of rewards than the prior notice reflected. The consequence of this was that the total equivalent number of Forfeited Points for these Accounts was underreported by a factor of 100. As an example, if the Mail Notice for an affected Account stated that the Settlement Class Member had 10.25 Points Forfeited, she in fact had Forfeited the equivalent of 1,025 Points.

To remedy this error, the Parties subsequently agreed to a Modification and Supplement to the Settlement Agreement. This Modification and Supplement to the Settlement Agreement is available on the Settlement Website.

SUPPLEMENTAL NOTICE SETTLEMENT CLASS MEMBERS

2. Who is a Supplemental Notice Settlement Class Member?

A Supplemental Notice Settlement Class Member means any person identified by CBUSA as a Settlement Class Member whose Mail Notice incorrectly identified the amount of the rewards that Chase forfeited upon closing his or her Account. You are a Supplemental Notice Settlement Class Member if you are sent a Supplemental Mail Notice by mail and/or e-mail addressed to you.

3. What if I am not sure whether I am a Supplemental Notice Settlement Class Member?

If you are not sure whether you are a Supplemental Notice Settlement Class Member, or have any other questions about the Settlement, visit the Settlement Website at www.chaserewardsprogramsettlement.com, or call the toll free number, 1-855-306-9709. You may also send questions to the Settlement Administrator at admin@chaserewardsprogramsettlement.com or Chase Rewards Program Settlement, P.O. Box 43428, Providence, RI 02940-3428.

QUESTIONS? CALL 1-855-306-9709 OR VISIT WWW.CHASEREWARDSPROGRAMSETTLEMENT.COM

SUPPLEMENTAL MAIL NOTICE

4. What is the Supplemental Mail Notice?

The Settlement Administrator will mail a Supplemental Mail Notice to all those individuals identified as Settlement Class Members by CBUSA but whose prior notices erred in the description of the rewards Chase forfeited after closing their credit-card accounts. The Settlement Administrator will also e-mail a version of that Supplemental Mail Notice to all those individuals for whom e-mail addresses have been provided by CBUSA. The Supplemental Mail Notice will correct the description of the forfeited rewards, stated in terms of points.

THE SETTLEMENT BENEFITS

5. What does the Settlement provide, as amended by the Modification and Supplement to the Settlement Agreement?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members. Chase previously agreed to pay \$2,085,000.00 to a Settlement Fund to make payments to eligible Settlement Class Members, as well as to pay for the Class Counsel's fees and costs; the costs of notice and to administer the settlement; and service payments to the two Class Representatives who initiated the lawsuit.

By Modification and Supplement to the Settlement Agreement, Chase has now agreed increase that amount by \$210,000.00, for a total of \$2,295,000.00 to the Settlement Fund. If there are any funds remaining in the Settlement Fund after payments are made to Settlement Class Members, any remaining funds will be distributed to a nonprofit organization or organizations agreed upon by Class Counsel and Chase and approved by the Court.

EXTENDED DEADLINES FOR SUPPLEMENTAL NOTICE SETTLEMENT CLASS MEMBERS

6. If I am a Supplemental Notice Settlement Class Member, how do I receive my payment?

To receive a payment, you must submit a claim. If you want to receive a payment and have already submitted a claim, you do not need to do anything else; the Settlement Administrator will update your records to correct the prior error without any further action from you.

If you have not already submitted a claim, the deadline for you to do so has been extended: You must submit a claim online or by mail by **TK**. If you received a Supplemental Mail Notice by mail addressed to you, the envelope contains a Supplemental Claim Form. You can also view a Supplemental Claim Form and submit it online, or print a paper Supplemental Claim Form, at www.chaserewardsprogramsettlement.com. You can also request that a Supplemental Claim Form be mailed to you by calling 1-855-306-9709, by e-mailing your request to the Settlement Administrator at admin@chaserewardsprogramsettlement.com, or by writing to the Settlement Administrator at Chase Rewards Program Settlement, P.O. Box 43428, Providence, RI 02940-3428. Paper claims must be mailed to: Chase Rewards Program Settlement, P.O. Box 43428, Providence, RI 02940-3428. Claims must be postmarked or uploaded to be Settlement Website no later than **TK**.

QUESTIONS? CALL 1-855-306-9709 OR VISIT WWW.CHASEREWARDSPROGRAMSETTLEMENT.COM

Exhibit 3

Supplemental Long-Form Notice

7. If I am a Supplemental Notice Settlement Class Member, how do I exclude myself from the Settlement?

As previously described, if you don't want to be legally bound by the Settlement, and you have not previously excluded yourself from the Settlement, you must now exclude yourself from the Settlement. Those Settlement Class Members who were sent Supplemental Mail Notices will have an extended deadline to exclude themselves from the Settlement. That extended deadline is **TK**.

The requirements for exclusion, and its consequences, are explained in the Settlement Agreement and prior notice, available on the Settlement Website.

8. If I am a Supplemental Notice Settlement Class Member, how do I tell the Court if I do not like the Settlement?

As previously described, if you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's request for fees and costs, and/or the service payment to the Class Representatives. Those Settlement Class Members who were sent Supplemental Mail Notices will have an extended deadline to object to the Settlement. That extended deadline is **TK**.

The requirements for an objection, and the differences between objecting and asking to be excluded, are explained in the Settlement and prior notice, available on the Settlement Website.

9. If I am a Settlement Class Member but not a Supplemental Notice Settlement Class Member, have any of the prior deadlines to make a claim, ask to be excluded, or object been extended for me?

No. The extended deadlines described above—that is, the extended deadline to submit a claim, ask to be excluded, or object—apply only to Supplemental Notice Settlement Class Members.

THE FINAL APPROVAL HEARING

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

The Final Approval Hearing, previously set for April 6, 2017, at 11:00 a.m., has been rescheduled.

The Court will hold the Final Approval Hearing on **Month 00, 2017** at 00:00 x.m. at the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.chaserewardsprogramsettlement.com for updates. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request by Class Counsel for attorneys' fees and costs. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

QUESTIONS? CALL 1-855-306-9709 OR VISIT WWW.CHASEREWARDSPROGRAMSETTLEMENT.COM

GETTING MORE INFORMATION

11. How do I get more information?

This supplemental notice summarizes the proposed Settlement and Modification and Supplement to the Settlement Agreement. More details are in the Settlement Agreement and Modification and Supplement to the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement and Modification and Supplement to the Settlement Agreement at www.chasrewardsprogramsettlement.com. You also may write with questions to the Settlement Administrator at Chase Rewards Program Settlement, P.O. Box 43428, Providence, RI 02940-3428 or call the toll-free number, **1-855-306-9709**.

QUESTIONS? CALL 1-855-306-9709 OR VISIT WWW.CHASREWARDSPROGRAMSETTLEMENT.COM

Exhibit 4

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HARRY GAO and ROBERTA SOCALL, on behalf
of themselves and all others similarly situated,

Plaintiffs,

No. 14 Civ. 4281 (PAC)

-against-

JPMORGAN CHASE & CO. and CHASE BANK
USA, N.A.,

Defendants.

**[PROPOSED] SUPPLEMENTAL NOTICE APPROVAL ORDER GRANTING
JOINT MOTION TO RESCHEDULE THE FINAL APPROVAL HEARING
AND APPROVING SUPPLEMENTAL NOTICE**

Upon consideration of the Parties' joint motion to reschedule the Final Approval Hearing and approving Supplemental Notice, and the exhibits attached thereto, it is hereby ORDERED as follows.¹

I. SUPPLEMENTAL NOTICE PROGRAM

The Court approves the Supplemental Notice Program.

II. THE FINAL APPROVAL HEARING AND CORRESPONDING SCHEDULE

Under paragraph 38 of this Court's Amended Order granting Preliminary Approval (Dkt. 72), for good cause shown, the Final Approval Hearing, currently scheduled for April 6, 2017, is vacated.

¹ The definitions in the Settlement Agreement and Release ("Agreement"), as amended by the Modification and Supplement to the Agreement ("Modification and Supplement"), are hereby incorporated as though fully set forth herein, and capitalized terms shall have the meaning attributed to them in the Agreement, as amended by the Modification and Supplement.

The Final Approval Hearing shall be held before this Court located at 500 Pearl Street in New York City, New York 10007-1312 on _____, 2017 [no earlier than 25 following the Supplemental Claim Deadline], at _____ a.m./p.m. The corresponding relevant dates for the Settlement approval process are as follows:

Event	Date
Settlement Administrator shall post the Supplemental Long-Form Notice on the Settlement Website.	5 days after Supplemental Notice Approval.
CBUSA shall provide the Settlement Administrator with the data identifying Supplemental Notice Settlement Class Members.	20 days after Supplemental Notice Approval.
Supplemental Notice Deadline; Settlement Administrator shall implement and complete the Supplemental Mail Notice Program.	40 days after Supplemental Notice Approval.
Settlement Administrator shall provide the Parties with an affidavit that confirms that the Supplemental Mail Notice Program was completed in a timely manner.	47 days after Supplemental Notice Approval.
Plaintiffs shall file their amended motion for attorneys' fees and costs and the Service Awards.	14 days before the Supplemental Objection and Supplemental Opt-Out Deadlines.
Supplemental Objection and Supplemental Opt-Out Deadlines.	30 days after Supplemental Notice Deadline.
Settlement Administrator shall provide final report summarizing the requests for exclusion and objections.	5 days after Supplemental Objection and Supplemental Opt-Out Deadlines.
Supplemental Claim Deadline.	45 days after Supplemental Notice Deadline.
Plaintiffs shall file their amended motion for Final Approval.	14 days before the Final Approval Hearing.
Final Approval Hearing	[No earlier than 25 days following the Supplemental Claim Deadline.]

Dated: New York, New York
___ day of _____, 2017

SO ORDERED

PAUL A. CROTTY
United States District Judge