

**IN THE CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

**If You Were Sued By Chase Bank USA, N.A., For A Debt Owed On Your Credit Card,
You May Benefit From This Class Action Settlement**

***The case is called Murphy-Jones v. Chase Bank USA, N.A., 2007 MR 197.
A court authorized this notice. This is not a solicitation from a lawyer.***

This Notice advises you of a settlement (the "Settlement") of a lawsuit brought against Chase Bank USA, N.A ("Chase"). In the lawsuit, Caren Murphy-Jones ("Plaintiff") alleged that Chase sued her in Cook County to collect a debt when she was not a resident of Cook County and the contract sued upon was not entered into in Cook County. You should read this entire Notice carefully because your legal rights may be affected whether you act or not.

Your rights and options, and the date by which you must object if you are opposed to the Settlement, are explained in this Notice.

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BASIC INFORMATION

1. Why did I get this Notice?

You have been identified as someone who lives outside of Cook County but was sued by Chase in Cook County sometime between April 17, 2002 and June 4, 2007. Everybody who lives outside of the Illinois counties of Cook, Lake, DuPage, Will, Kane and McHenry Counties (the "Collar Counties") who was sued in Cook County by Chase during that time period is being sent this Notice.

You are being sent this Notice because you have a right to know about a proposed Settlement of a class action lawsuit in which you are a class member, and about all of your options, before the Court decides whether to approve the Settlement.

Everyone who meets the following description is a class member:

All Illinois residents shown in Chase's credit card computer system as persons against whom Chase filed a lawsuit in the Circuit Court of Cook County, Illinois on or after April 17, 2002, and before June 4, 2007, to collect on a consumer credit card debt who, at the time the lawsuit was filed, resided outside the Illinois counties of Cook Lake, DuPage, Will, Kane and McHenry.

Excluded from the class are any persons who filed for bankruptcy at any time after Chase filed a collection lawsuit against them. Also excluded from the class are individuals who timely opt out in accordance with the procedures set forth in this notice.

This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is pending in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois and the case is called *Murphy-Jones v. Chase Bank USA, N.A.*, 2007 MR 197. Plaintiff Caren Murphy-Jones brought the lawsuit against Chase.

2. What is this lawsuit about?

On April 17, 2007, Plaintiff filed a lawsuit against Chase, alleging that Chase had brought a lawsuit against her in Cook County to collect on an alleged Chase credit card debt. Plaintiff claimed that Chase's suit against her in Cook County was an abuse of process, and violated the due process clause of the Illinois Constitution and Section 2 of the Illinois Consumer Fraud Act because she lived outside of the Collar Counties and because Plaintiff had not obtained the Chase credit card sued upon in Cook County.

Chase has denied and continues to deny any wrongdoing or liability whatsoever, including denying any and all claims of liability or wrongdoing and all charges and allegations that have been asserted against it, and will vigorously defend the Lawsuit if the proposed settlement is not approved.

3. What is a class action lawsuit?

In a class action lawsuit, one or more persons called class representatives sue on behalf of people who have similar claims. In a class action, one court resolves all the issues for all class members in a single lawsuit. Plaintiff Murphy-Jones is the named Plaintiff in this lawsuit, and there are eight other class representatives. All of the people who, like Murphy-Jones, reside outside Cook or the Collar Counties and who were sued between April 17, 2002 and June 4, 2007 by Chase in Cook County to collect on a credit card debt are class members.

4. Why is there a Settlement?

The parties have agreed to a settlement after extensive negotiations. By agreeing to a settlement, the parties avoid the costs and risks of a trial, and Plaintiff, the eight class representatives, and the other members of the class will get compensation. Class Counsel have conducted an extensive review of the evidence in the case and the potential risks and benefits of continued litigation. Plaintiff and Class Counsel agree that the Settlement is in the best interest of the class. The court has not made any finding that Chase has engaged in any wrongful conduct or violated any law or regulation.

5. How do I obtain more information about the Settlement?

This notice is intended only as a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed settlement. You may inspect the pleadings and other papers (including the Settlement

Agreement) that have been filed in this lawsuit at the office of the Clerk of the Circuit Court for the Seventh Judicial Circuit in Sangamon County, Illinois, 200 South 9th St., Springfield, IL 62701. You can also review a copy of the Settlement Agreement in the "Legal Notices" section of Class Counsel's website, www.edcombs.com.

If you have any questions about this Notice or the proposed settlement you may contact the Settlement Class Counsel (see answer to question 15 for contact information) or the Settlement Administrator (see answer to question 6 below for contact information).

Do not contact the court or anyone at Chase for information about the settlement. Chase employees are not authorized to provide any information about the proposed settlement or any claims you may have.

6. Who will administer the Settlement?

The Settlement Administrator, Tilghman & Co., will administer the settlement, including the processing of any claims filed pursuant to the Settlement Agreement. You may contact the Settlement Administrator by: (a) sending a letter via U.S. Mail to: Tilghman & Co., P.O. Box 11487, Birmingham, AL 35202-1487; (b) sending a letter via UPS or Federal Express to: Tilghman & Co., 3415 Independence Drive, Suite 102, Birmingham, AL 35209; (d) sending an e-mail to mjinformation@aol.com; or (d) visiting the Web site at www.noticeclass.com/murphy-jonessettlement.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

7. What does the Settlement provide?

Chase has agreed to pay a total of \$450,000 in cash and credits to settle the case. Of the \$450,000 in cash and credits, a portion shall be paid (a) to class members (see answer to question 9); (b) to Plaintiff and eight potential class representatives (see answer to question 10); (c) to Class Counsel for their attorney's fees and costs (see answer to question 13); (d) to the settlement administrator for the costs of administering the settlement.

As part of the Settlement, Chase has also agreed to change its lawsuit-filing practices with respect to consumer credit card debts. Beginning 30 days after the court gives final approval to the Settlement, Chase will bring lawsuits to collect credit card debts against consumers who live outside of the Collar Counties in the county in which the consumers reside or the county in which the transaction, or some part of the transaction, giving rise to the lawsuit, occurred.

8. How will I benefit from the Settlement?

The Settlement provides three different kinds of compensation to class members. The compensation you receive will depend on your individual situation:

- a) If you still owe a debt to Chase, you will receive a credit which will be applied to and reduce the amount owed to Chase. The amount of your credit will not be known until after the following amounts are determined and deducted from the \$450,000 being paid by Chase:
 - 1) The amount paid for claims for compensation (see 8c) below);
 - 2) The amount paid to Plaintiff and the potential class representatives (see answer to question 10 below);
 - 3) The amount awarded by the court for attorney's fees (see answer to question 13 below);
 - 4) The amount paid for administrative costs.
- b) If you have paid your debt to Chase in full, entered into a settlement agreement or payment plan with Chase and paid Chase the full amount owed under the settlement agreement or payment plan, or Chase sold your debt to a third party, you will receive a refund of a portion of the amount you paid to Chase. The amount of your refund will not be known until after the following amounts are determined and deducted from the \$450,000 being paid by Chase:
 - 1) The amount paid for claims for compensation (see 8c) below);
 - 2) The amount paid to Plaintiff and the potential class representatives (see answer to question 10 below);
 - 3) The amount awarded by the court for attorney's fees (see answer to question 13 below);
 - 4) The amount paid for administrative costs.
- c) If you suffered actual out of pocket loss from Chase's suit against you in Cook County, you can submit a claim for compensation if one or more of the following scenarios happened to you:
 - 1) After Chase filed its lawsuit and a default judgment was entered against you, Chase garnished exempt assets.
Exempt assets consist of (a) pension or retirement benefits or money that you are required to pay into a pension or retirement fund; (b) personal property not exceeding \$2,000; (c)

Social Security and SSI benefits; (d) public assistance benefits; (e) unemployment compensation benefits; (f) workers' compensation benefits; (g) veterans' benefits; (h) circuit breaker property tax relief benefits; (i) equity interest, not to exceed \$1,200 in value, in any one motor vehicle; (j) equity interest, not to exceed \$750 in value in any implements, professional books or tools of trade; (k) any other exemptions as specified by Illinois law (Illinois Revised Statutes at 735 ILCS 5/12-704, 735 ILCS 5/12-705, 735 ILCS 5/12-804 and 735 ILCS 5/12-1001).

- 2) After Chase filed its lawsuit against you, you made payments to Chase which Chase did not properly credit to your account;
- 3) You were the victim of identity theft and when Chase sued you, it sued the wrong person.

If you suffered any of these damages, you should submit a claim for compensation. If you submit a claim for compensation, you will receive a payment in the amount deemed valid and cannot receive a credit, or a cash refund of amounts previously paid to Chase, as described in a) and b) above.

9. How do I submit a claim for compensation and how will it be processed?

You may submit a claim for compensation only if (a) Chase garnished exempt assets (b) you claim that Chase did not properly credit payments to your account after Chase filed its lawsuit against you or (c) you were the victim of identity theft and when Chase sued you, it sued the wrong person. (See 8(c) above). The Settlement Administrator, referenced in Section 6 of this Notice, will administer the settlement subject to the supervision of Chase and the court. **If want to submit a claim for compensation, you must submit the Proof of Claim and Release by October 26, 2009. The Proof of Claim and Release should be mailed to the Settlement Administrator at the following address:**

A Claim Form will be deemed submitted when it is actually received by the Settlement Administrator at the designated address listed in the Claim Form.

The Claim Form provides that, by submitting a Claim Form, the class member expressly releases all Released Claims, as described in the answer to question 11 of this notice and Sections 1 and 3 of the Settlement Agreement. By submitting a Claim Form, each class member also consents to the jurisdiction of the court; agrees to be subject to discovery with respect to the validity and/or amount of his, her, or its claim; consents to summary disposition, by the court, with respect to the validity and/or amount of his, her, or its claim; and waives trial by jury (to the extent any such right may exist) with respect to the court's summary disposition regarding the validity or amount of his, her, or its claim.

Even if you do not submit a claim form, you will be bound by the settlement unless you opt-out. (See answers to questions 12, 14-15 below.)

10. What are Plaintiff and the other potential class representatives receiving from the Settlement?

In this case, there is one named class representative, Plaintiff Caren Murphy-Jones, and eight other class representatives. Chase has agreed to issue the following credits or refunds as incentive awards to Plaintiff and the potential class representatives:

- (a) Caren Murphy-Jones shall receive a credit of \$24,773.37;
- (b) Raymond P. Agney shall receive a credit of \$ 1,157.67;
- (c) Robert G. Brewner shall receive a credit of \$1,961.46;
- (d) Jackie L. Casteel shall receive a credit of \$2,402.59;
- (e) Judy M. Gordon shall receive a credit of \$10,073.66;
- (f) Roderick Hughes shall receive a credit of \$1,939.31;
- (g) Sharon Wagner shall receive a credit of \$4,772.54;
- (h) DeWillie Sargent shall receive a refund payment of \$955.43; and
- (i) Daniel M. Slaybaugh shall receive a credit of \$11,182.96.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

11. What do I give up by participating in the Settlement?

If you choose to receive the benefits of the settlement and not to opt-out of the class, you give Chase a "release." A release means you give up the right to sue Chase or be part of or receive any benefits from any other lawsuit or other proceeding against Chase, if the lawsuit or proceeding asserts claims or relates in any way to Chase's credit card collection action against you in Cook County, any garnishment that may have resulted from the collection action, or any of the claims or issues raised in *Murphy-Jones v. Chase Bank USA, N.A.*

In addition, you also give up your right to bring a claim against any company that bought your debt from Chase relating to Chase's filing of a credit card collection action against you in Cook County before the sale of the debt or any other actions by Chase that related to the credit card collection action, such as any garnishment that may have resulted.

However, you do *not* give up your right to assert claims or defenses against Chase or any subsequent purchasers of your debt for: (1) any potential violations of the Fair Credit Reporting Act or (2) any failure to serve you with a summons and complaint after Chase filed a credit card collection action against you in Cook County.

For additional detail about the scope of the release, you can consult the Settlement Agreement or you can contact Class Counsel for additional information. (See answer to question 5 for details.)

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The court appointed Edelman Combs, Lattuner and Goodwin, LLC to represent you and other class members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will petition the Court for an award of attorneys' fees of up to \$100,000 from the settlement fund. Chase has agreed that it will not oppose an award of attorney's fees and expenses so long as the total amount of fees and expenses sought does not exceed \$100,000.

OPTING OUT OF THE SETTLEMENT

You can exclude yourself from the Settlement Class by "opting out" of the Settlement.

14. Can I exclude myself from the class?

Yes, you have the opportunity to exclude yourself from the class and the Settlement. By excluding yourself, you give up your right to receive any of the benefits of the Settlement. On the other hand, by opting-out, you preserve your right to bring your own lawsuit against Chase.

15. How do I exclude myself from the class?

To exclude yourself from the class, you must submit a written request for exclusion that includes: (a) your name, (b) your address, (c) your telephone number, and (d) a signed statement that "I/we hereby request that I/we be excluded from the proposed class in the *Murphy-Jones v. Chase Bank USA, N.A.* litigation." Requests for exclusion must be mailed separately to the Settlement Administrator and Class Counsel at the addresses listed below, and must be received no later than October 26, 2009.

The exclusion request should be addressed as follows:

Class Counsel:

Francis R. Greene (19453)
Edelman, Combs, Lattuner, & Goodwin, LLC
120 S. LaSalle St., 18th Floor
Chicago, IL 60603

Settlement Administrator:

If sent by U.S. Mail:

Tilghman & Co.
Settlement Administrator for Murphy-Jones v. Chase Bank USA, N.A. litigation
P.O. Box 11487
Birmingham, AL 35202-1487

If sent by UPS or Federal Express:

Tilghman & Co.
Settlement Administrator for Murphy-Jones v. Chase Bank USA, N.A. litigation
3415 Independence Drive, Suite 102
Birmingham, AL 35209

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement.

16. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement.

17. What is the procedure for objecting to the Settlement?

Any class member who wishes to object to the Settlement Agreement must file a written objection. Your written objection must be received on or before October 26, 2009, and must list your name, address, and telephone number and, if applicable, the name, address, and telephone number of your attorney. Your objection must be accompanied by a copy of any supporting papers or briefs you intend to submit in support of your objection. Objections must be filed with the Court and mailed to Class Counsel and Defense Counsel at the addresses listed below. You may also attend the settlement hearing. If you intend to appear personally or through personal counsel at the hearing, you must include a notice of intent to appear in addition to your objection and mail copies to the Court, Class Counsel, and Defendants' Counsel. Your objection must also include (1) a statement of membership in the class, (2) a description of the specific grounds for your objection, and (3) all papers you intend to present to the Court in opposition to the Settlement Agreement. **ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL NOT HAVE ANY RIGHT TO OBJECT TO THE FAIRNESS OR ADEQUACY OF THE SETTLEMENT.**

<u>Clerk of the Court</u>	<u>Class Counsel</u>	<u>Defense Counsel</u>
Anthony P. Libri Circuit Court Clerk Circuit Court for the Seventh Judicial Circuit, Sangamon County 200 South 9th Street, Rm. 405 Springfield, Illinois 62701	Francis R. Greene (19453) Edelman, Combs, Lattuner, & Goodwin, LLC 120 S. LaSalle St., 18th Floor Chicago, IL 60603 (312) 739-4200 or (800) 644-4673	Mark B. Blocker Sidley Austin LLP One South Dearborn Street Chicago, IL 60603

THE COURT'S FAIRNESS HEARING

18. When/where will the court decide whether to give final approval to the Settlement?

On November 23, 2009, at 1:30 p.m., the court will hold a fairness hearing to determine: (a) whether the proposed settlement is fair, reasonable, and adequate and whether it should be approved by the court; (b) whether judgment should be entered dismissing the lawsuit with prejudice; (c) the amounts the Plaintiff and the potential class representatives are to receive as incentive awards; and (d) the amount of attorneys' fees and costs to be awarded to Class Counsel. The settlement hearing may be continued from time to time by the court.

19. Do I have to attend the Fairness Hearing?

No. However, you are welcome to attend at your own expense. If you file an objection to the Settlement, you do not have to go to court to talk about it. As long as your objection is postmarked by October 26, 2009, and you comply with the requirements in answer to question 15 above, the court will consider it. You also may pay your own lawyer to attend the Fairness Hearing.

20. May I speak at the Fairness Hearing?

You may ask the court for permission to speak at the hearing. Any person wishing to appear must state in their written objection(s) their intention to appear at the Fairness Hearing.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

You will be bound by the Settlement, including the release of claims against Chase, and receive the benefits described above in answer to question 7.

DATED: July 27, 2009