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30th Judicial Circuit

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

IN THE MATTER OF:

Case No. 15-180-CP
Hon. William E. Collette

Chase Bank, USA N.A. and
Chase Bankcard Services, Inc.

AG File No.: 2015-0112443-B

Respondent.
_____/

ASSURANCE OF VOLUNTARY DISCONTINUANCE

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Date Filed: July 8, 2015

IN THE MATTER OF:

Chase Bank, USA N. A. and
Chase Bankcard Services, Inc.

ASSURANCE OF VOLUNTARY DISCONTINUANCE

This Assurance of Voluntary Discontinuance ("Assurance") is entered into between Bill Schuette, Attorney General of the State of Michigan, on behalf of the People of the State of Michigan ("Attorney General"), and the Chase Bank, USA N.A. and Chase Bankcard Services, Inc. (collectively referred to as "Chase"). This Assurance is entered into pursuant to the Attorney General's powers under the Michigan Consumer Protection Act ("MCPA"), MCL 445.901 *et seq.* and related laws and is being agreed to by the parties in lieu of the Attorney General pursuing claims against Chase for the conduct described below. Similar Assurances have been entered between Chase and other Attorneys General (collectively referred to as the "Signatory Attorneys General"). Chase has consented to the issuance of this Assurance without admitting or denying any of the facts or conclusions contained in Sections I and III herein.

I

Overview

1. Chase provides Consumers with credit card Accounts and also has acquired credit card Accounts from other credit card issuers. At the end of 2012, Chase had approximately 64.5 million open Accounts with $124 billion in outstanding credit card Debt.

2. When Consumers fail to pay on these Accounts they are placed in default. Chase collects on the defaulted Debts through its internal collection attempts, and, during the time period relevant to this Assurance, by filing collection lawsuits. Chase also collected on defaulted Debts by selling defaulted Accounts to third party Debt Buyers who collect on the Accounts.

From 2009 to 2012, Chase recovered approximately $4.6 billion out of approximately $57 billion of debt from defaulted Accounts using these methods.

3. In certain instances, Chase sold to Debt Buyers certain Accounts that were inaccurate, settled, discharged in bankruptcy, not owed by the Consumer, or otherwise uncollectable. In certain instances, the Debt Buyers sought to collect these inaccurate, settled, discharged, not owed, or otherwise uncollectable Debts from Consumers.

4. Chase filed lawsuits and obtained judgments against Consumers using deceptive affidavits and other documents that were prepared without following required procedures, because for example, they were at times signing without personal knowledge of the signer, a practice commonly referred to as "robo-signing."

5. Chase made certain errors calculating pre- and post-judgment fees and interest when filing Debt collection lawsuits, which resulted in judgments against Consumers for incorrect amounts.

6. Chase's practices harmed Consumers. Chase subjected certain Consumers to collections activity for Accounts that were not theirs, in amounts that were incorrect or uncollectable. Chase also obtained judgments against Consumers using documents that were falsely sworn and that at times contained inaccurate amounts. These actions may affect Consumers' ability to obtain credit, employment, housing, and insurance in the future. Chase's practices misled Consumers and courts and caused Consumers to pay false or incorrect Debts and incur legal expenses and court fees to defend against invalid or excessive claims.

7. Chase suspended Collections Litigation in 2011 and suspended all Debt Sales in December 2013. Chase states that it is not currently engaged in Collections Litigation or sales of Debt with respect to its consumer credit card business, which is the subject of this Assurance.

8. This Assurance is the result of Chase working cooperatively with the Signatory Attorneys General.

II

Definitions

9. The following definitions apply to the terms of this Assurance:

a. "Account" means an extension of credit to a Consumer in the United States, primarily for personal, family, or household purposes, and established or maintained for a Consumer pursuant to a credit card program.

b. "Affiant" means any signatory to a Declaration, other than one signing solely as a notary or witness to the act of signing, signing in his or her capacity as an employee or agent of Chase.

c. "Charged-Off" and "Charge-Off" refer to Accounts treated by Chase as a loss or expense because Chase has determined that, under the Federal Financial Institutions Examination Council's Final Notice of Uniform Retail Credit Classification and Account Management Policy, 65 Fed. Reg. 36903 (June 12, 2000), or other relevant guidelines, repayment of the Debt is unlikely.

d. "Chase" mean Chase Bank USA, N.A. and Chase BankCard Services, Inc. and their successors and assigns.

e. "Collections Litigation" means attempts by Chase (or a third party acting on Chase's behalf for an Account owned by Chase) through judicial processes in the United States of America, to collect or establish a Consumer's liability for a Debt. Collections Litigation does not include processes or proceedings initiated by Chase in bankruptcy or probate matters involving a Consumer, or litigation brought by a Debt Buyer that has purchased an Account through a Debt Sale, unless specifically referenced by this Assurance.

f. "Competent and Reliable Evidence" shall include documents and/or records created by Chase in the ordinary course of business, which are capable of

supporting a finding that the proposition for which the evidence is offered is true and accurate, and which comport with applicable law and court rules.

g. "Consumer" means any natural person obligated or allegedly obligated to pay any Debt. For provisions regarding communications, notices, and providing information to a Consumer, this term includes the Consumer's representative.

h. "Consumer Reporting Agency" means, coterminous with the meaning of Consumer Reporting Agency as defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f), any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating Consumer credit information or other information on consumers for the purpose of furnishing Consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing Consumer reports.

i. "Debt" means, coterminous with the meaning of "debt" as defined in the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a(5), any obligation or alleged obligation of a Consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. However, for the purposes of this Assurance, "Debt" shall be limited to a Debt arising out of an Account issued or acquired by, or owed to Chase, including obligations that have been sold or transferred to others, and established or maintained for a Consumer pursuant to a credit card program.

j. "Debt Buyer" means an entity that purchases from Chase a portfolio consisting primarily of Accounts with Charged-Off Debts through a Debt Sale.

k. "Debt Sale" means a sale by Chase of a portfolio of Accounts with Charged-Off Debts through an individual bulk sale or contractual forward-flow agreement.

l. "Declaration" means any affidavit, sworn statement, or declaration, whether made under penalty of perjury or otherwise signed by an Affiant for purposes of affirming its accuracy and veracity, submitted to a court in a Collections Litigation matter by or on behalf of Chase for the purpose of collecting a Debt, but does not include affidavits, sworn statements, or declarations signed by counsel based solely on counsel's personal knowledge and not based on a review of Chase's books and records (such as affidavits of counsel relating to service of process, extensions of time, or fee petitions).

m. "Effective Credit Agreement" means the written document or documents evidencing the terms of the legal obligation between Chase and the Consumer at the time of Charge-Off.

n. "Effective Date" means the latest date by which all parties have executed this Assurance or the date on which this Assurance is filed with a court of competent jurisdiction.

o. "Investigating Attorneys General" shall mean the Attorneys General and their staff representing the States of Colorado, Connecticut, Florida, Hawaii, Illinois, Indiana, Iowa, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, Texas, and Washington.

p. "Servicemember" means "servicemembers in military service" as defined in Section 101, Paragraph (1) of the Servicemembers Civil Relief Act, to the extent that such servicemembers in military service are identified on the Department of Defense's Defense Manpower Data Center (DMDC) database.

III

Background

10. Chase Bank USA, N.A. is a national banking association headquartered in Newark, DE.

11. Chase BankCard Services, Inc. is a Chase Bank USA, N.A. subsidiary incorporated in Delaware and headquartered in Newark, DE.

12. At all times material to this Assurance, Chase issued, collected on, or sold credit card Accounts. Chase suspended its Collections Litigation program in 2011 and suspended all Debt Sales in December 2013. Chase states that it is not currently engaged in Collections Litigation or sales of Debt with respect to its consumer credit card business, which is the subject of this Assurance.

Chase's Credit Card Business

13. When Consumers fail to pay on their Accounts, Chase uses various methods to collect these Debts. During the time period relevant to this Assurance, Chase made collection calls and sent collection letters to Consumers, obtained judgments against Consumers through Debt collection lawsuits, and sold defaulted Accounts to third party Debt Buyers. Chase also created sworn documents used to establish its legal authority to collect delinquent Accounts in Collections Litigation, and provided sworn documents and other support services to the Debt Buyers to whom Chase sold Accounts. Chase also supplied these documents to the attorneys Chase and its buyers used to file collection lawsuits against Consumers.

14. Between 2009 and 2012, Chase recovered approximately $4.6 billion out of approximately $57 billion of Debt from defaulted Accounts using these collection methods.

15. When Chase sought to collect through litigation, it referred the defaulted Accounts to a network of in-house collections attorneys, as well as outside counsel. Between 2009 and 2011, Chase, through its internal and external attorneys, filed more than 500,000 collections lawsuits against Consumers across the country.

16. When Chase sold defaulted Accounts to Debt Buyers, it did so at a significant discount to the face value of the Debts. On average, Chase received 5% of the balance owed. For example, an Account where the Consumer owed $10,000 might have been sold for $500. The Debt Buyer could then seek to collect from the Consumer the full $10,000 balance plus interest, attorney's fees, and other costs of collection.

17. From 2009 to 2013, Chase sold approximately 5.3 million defaulted credit card Accounts, with a face value of $27.2 billion, for approximately $1.3 billion.

Chase's Sale of Credit Card Accounts That Were Inaccurate or Unenforceable

18. Chase used several different databases and automated processes to track and manage its credit card Accounts. These databases contained relevant information about the Accounts, such as payment history, Account balances, and credit reporting information.

19. Chase relied on the information contained within these databases to determine whether to sell the Accounts.

20. When Chase sold defaulted credit card Accounts, it provided account information from these databases to the Debt Buyers. Chase typically provided an electronic sale file gathered from its databases containing information about the portfolio of Debts. Debt Buyers used the information that Chase provided to collect these amounts from Consumers.

21. Because Chase sometimes failed to accurately update, maintain, and reconcile the Account information in its databases before selling defaulted Accounts to Debt Buyers, the resulting Account information was not always accurate for Accounts that had gone to judgment.

22. Compounding this problem, when Chase obtained portfolios of credit card Accounts from acquired banks, it did not always receive important documentation needed to support claims that Consumers owed the Debts and owed the amount stated. On certain Accounts Chase was unable to conform its databases with the original Account documents for Accounts that it had acquired.

23. As a result of these failures, Chase sold certain Accounts to Debt Buyers that Chase knew or should have known were unenforceable or uncollectable. Chase also provided erroneous and incomplete information to Debt Buyers who Chase knew or should have known would use this information in conducting collection activity.

24. Chase sold certain Accounts to Debt Buyers where Chase knew or should have known the electronic sale file contained erroneous or missing information about the identity of the Account holder, the amount owed, whether the Account had been paid or settled, and whether Chase's internal operations had deemed an Account to be fraudulent.

25. Chase also sold certain Accounts that were not enforceable or otherwise should not have been subject to collection including:

a. Accounts that were settled by agreement;

b. Accounts that were paid in full;

c. Accounts that were no longer owned by Chase when they were sold; and

d. Accounts that had been identified as fraudulently opened or subject to fraudulent charges or otherwise not owed by the identified debtor.

26. Chase also sold certain Accounts that Debt Buyers could not lawfully collect, or which were susceptible to unlawful collection practices by Debt Buyers, including:

a. Accounts with inaccurate amounts owed;

b. Accounts where Chase knew or should have known supporting data was inaccurate or unavailable;

c. Accounts that were subject to litigation;

d. Accounts that were subject to a bankruptcy stay;

e. Accounts that were subject to an agreed payment plan;

f. Accounts that were pending settlement; and

g. Accounts that had deceased debtors.

27. Chase's actions caused harm to certain Consumers because the Debt Buyers who purchased the Accounts demanded payment from Consumers and filed lawsuits based on invalid or inaccurate Debts, or inaccurate information provided by Chase. Consumers were thus pursued to pay amounts not owed or which were uncollectable. Consumers also could be sued and have a judgment entered against them based on documents that were falsely sworn. Further, if Debt Buyers furnished faulty information to Consumer Reporting Agencies, then the Consumers' credit files and credit reports would contain inaccurate information, which could affect these Consumers' ability to obtain credit, employment, housing, and insurance in the future.

28. Consumers have very limited control over their Accounts in default. They cannot prevent Chase from selling the Accounts or ensure that the Account information Chase sells is accurate and that the Debts are enforceable. Once Chase sold their Accounts, Consumers could not obtain documents regarding the Debt from Chase.

Chase's Use of Statements that were Falsely Sworn to Enforce Debts

29. From 2009 to 2013, Chase brought over 500,000 lawsuits to collect delinquent credit card Accounts, many of which required some form of sworn, certified, or verified factual allegations.

30. Chase also provided more than 150,000 sworn statements and documents to support collection lawsuits brought by the Debt Buyers that purchased its defaulted credit card Accounts. Chase's in-house and outside counsel prepared sworn statements and sent those documents to be signed by Chase's employees in centralized locations.

31. These sworn statements were representations to courts, debtors, and non-debtor Consumers that the statements were truthful and accurate statements of fact, verified by the Affiant based on personal knowledge or a review of business records, made under oath, and properly witnessed or notarized by the witness or notary.

32. Chase's employees and agents prepared the sworn statements in bulk using stock templates. The statements often were not prepared and reviewed by the individual who signed the sworn statements. The signing individual at times lacked personal knowledge of the information he/she was attesting to and did not perform the review or follow the signing and notary procedures required by law. The Affiant's failure to properly prepare, review, or execute certain sworn documents resulted in these sworn statements containing misleading representations.

33. The specific practices Chase engaged in include the following:

a. Swearing to personal knowledge of facts without personal knowledge of those facts. For example, Chase's employees or agents swore to practices regarding business recordkeeping without personal knowledge of those practices;

b. Swearing to having reviewed the contents of records when, in fact, they had not. For example, Chase's employees or agents swore to the accuracy, authenticity, and veracity of attached exhibits without reviewing those exhibits or without having the personal knowledge needed to verify the contents of the exhibits;

c. Swearing to personal knowledge of how records accompanying a sale were kept by Chase and how the records were transferred to buyers without actually identifying the records they were swearing to;

d. Signing complaint verification forms in batches and then attaching the verifications to complaints that the signer had never seen or reviewed;

e. Notarizing or attesting to documents without witnessing the signing of those documents;

f. Notarizing documents without administering oaths;

g. Notarizing documents without names and dates so that this information could be inserted later; and

h. Signing certain proofs of claim in bankruptcy without reviewing the records supporting those claims.

34. These practices, in many cases, resulted in Chase lacking a proper evidentiary basis to prove the Debt. Consumers, who were not notified of Chase's practices, did not know about a potential basis to challenge Chase's improperly sworn documents. Courts, which also were not provided notice that the documents were improperly sworn, relied on and entered certain judgments against Consumers. Although Chase ceased engaging in Collections Litigation and ceased making collections efforts against affected Consumers in 2012, it took no action to notify Consumers or to seek vacatur or another remedy from the courts.

35. Some judgments obtained by Chase after Charge-Off were reported on the public records section of Consumers' credit reports. A reported judgment can have additional negative effects on Consumers. Mortgage lenders may insist that the judgments be paid because unsatisfied judgments may make it more difficult for Consumers to make their mortgage payments or are a threat to their security interest. Before making hiring decisions, employers may search public records or obtain credit reports showing civil judgments against prospective

employees and be dissuaded from hiring them, particularly if the employee will be handling money or finances.

36. Consumers themselves had little opportunity to challenge the documents that were falsely sworn or to demand that Chase use proper procedures because they were unaware that part or all of the evidentiary basis for the judgment was improperly sworn documents. For most Consumers, the obstacles and cost to seek a remedy post-judgment, such as vacatur, could be too significant.

37. Consumers obtained no legitimate benefit from Chase's document execution practices. Any additional costs that Chase would have incurred by conforming its practices to its legal obligations or otherwise remediating Consumers were outweighed by the harm to Consumers.

Chase's Miscalculation of Judgments

38. When Chase filed Debt collection suits against Consumers, its employees and agents made certain errors in calculating the amounts owed. Approximately 9% of the judgments that Chase obtained against Consumers contained erroneous amounts that were greater than what the Consumers legally owed.

39. These erroneous amounts were stated in documents that Chase submitted to the court and that formed the basis for the judgments entered against the Consumers.

40. Although Chase halted collection efforts on these Accounts after it became aware of the errors, Chase's failure to notify affected Consumers and to move to vacate judgments harmed Consumers who paid or were subject to collection attempts for a judgment amount that was greater than what they legally owed.

41. Consumers had little opportunity to avoid such injuries because they were unaware of and lacked any meaningful way of proving that certain judgments against them were for erroneous amounts.

42. Consumers obtained no legitimate benefit from Chase's errors. Any additional costs that Chase would have had to incur to calculate amounts owed accurately, include accurate amounts in the sworn documents it submitted to the court; and inform Consumers of the erroneous judgment were outweighed by the ongoing harm to Consumers.

IV

Conduct Provisions

43. **Requirements relating to Debt Sales**

a. Chase will not knowingly or recklessly provide substantial assistance to a Debt Buyer's unfair, deceptive, or abusive acts or practices.

b. Chase will implement effective processes, systems, and controls to provide accurate documentation and information to Debt Buyers and Consumers in connection with Debt Sales. Chase will document the referenced processes, systems, and controls in writing, and will make such documentation available to appropriate employees of Chase.

44. **Documentation and Information Provided to Debt Buyers at Debt Sale**

a. For Debt Sale contracts entered into after the Effective Date, Chase's contracts or other agreements with Debt Buyers will prohibit Debt Buyers from engaging in Debt Buyer initiated collection efforts on any Account for which Chase has not provided the following Account-level documentation substantiating the Debt:

i. the last four digits of the Account number that was used at the time of the Consumer's last statement, or, if not available, when credit was last extended to the Consumer;

ii. the Consumer's name and last known address;

iii. the first date of delinquency for purposes of consumer reporting;

iv. the date and amount of last payment;

v. the date the Account was Charged-Off;

vi. the unpaid balance due on the Account, with a breakdown of the post-Charge-Off balance, interest, and fees;

vii. the name of the last creditor to extend credit to the Consumer; and

viii. whether the Consumer has demanded in writing that Chase cease contact with the Consumer, if the Consumer has done so and has not revoked the demand.

45. **Documentation and Information Available to Debt Buyers After Debt Sale**

a. For Debt Sale contracts entered into after the Effective Date, Chase will make available to a Debt Buyer, for a minimum of three (3) years following the Debt Sale, upon request at no or nominal cost to the Debt Buyer, at a minimum:

i. the Effective Credit Agreement;

ii. if the Consumer, within eighteen (18) months prior to the Debt Sale and while Chase was the creditor on the Account, has disputed the amount of a Debt Chase claimed to be owed in a monthly Account statement, a record of any such dispute and the result of Chase's investigation of the dispute;

iii. if the Account is subject to a judgment, an itemization of the judgment amount as awarded, including the amounts awarded by the court for costs, attorney's fees, interest, and any other fee;

iv. copies of the last eighteen (18) monthly Account statements. If the Account was open for less than eighteen (18) months, Chase shall make available all Account statements; and

v. the name and address of the original creditor, such that the Debt Buyer may comply with any obligation of the Debt Buyer to provide "the name and address of the original creditor" under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g(a)(5) and (b).

46. **Documentation and Information Provided to Consumers at Debt Sale**

a. When Chase sells an Account to a Debt Buyer after the Effective Date, Chase shall provide to the Consumer prior to the time that the Debt Buyer is authorized, by contract, to begin Debt Buyer-initiated Debt collection efforts, notice of the sale of the Account, which shall include:

i. the name and contact information (at a minimum, phone number and address) of the Debt Buyer;

ii. the name of the last creditor to extend credit to the Consumer;

iii. the last four digits of the Account number at the time of the Consumer's last statement or, if not available, the Account number that was used when credit was last extended to the Consumer;

iv. the amount due on the Account at the time of sale, with a breakdown of the post-Charge-Off balance, interest, and fees;

v. a description of the readily available method(s) provided by Chase pursuant to Section IV, Paragraph 47 (b) below that former customers can use to obtain Account information;

vi. a statement that this is not a bill and the Consumer should not send payment to Chase and a description of the toll free number and other contact information for Chase's customer service if the Consumer has any questions about the contents of this notice; and

vii. a statement that the Debt Buyer is prohibited from reselling the Consumer's Debt to an entity other than Chase.

47. **Documentation and Information Available to Consumers After Debt Sale**

a. For Debt Sales following the Effective Date, Chase will make available to a Consumer, upon request and at no cost to the Consumer, at a minimum:

i. the Effective Credit Agreement;

ii. if the Account is subject to a judgment, an itemization of the judgment amount as awarded, including the amounts awarded by the court for costs, attorney's fees, interest, and any other fee;

iii. copies of the last eighteen (18) monthly Account statements. If the Account was open for less than eighteen (18) months, Chase shall make available all Account statements; and

iv. the name and address of the original creditor, as that term is used in the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g(a)(5) and (b).

b. Chase shall establish readily available method(s), including telephone routing based on Account verification to customer service agents familiar with Debt Sales, for Consumers to obtain the information identified in Section IV, Paragraph 46 (a) above.

48. **Restrictions on Chase's Sale of Accounts**

a. Even if otherwise permissible under law, Chase will not sell Accounts that, as of the date of sale, possess any of the following characteristics:

i. the Consumer's Debt has been discharged in a Chapter 7 bankruptcy case with no assets available for distribution to creditors;

ii. the Consumer has notified Chase, in writing to the address provided by Chase for direct disputes, or to Chase's business address if Chase has not specified an address, of identity theft or unauthorized use and Chase has not determined, after reasonable review, that the Consumer owes the Debt;

iii. Chase has been informed or has knowledge that the Consumer(s) responsible for the Debt is deceased;

iv. the Account has been settled;

v. Chase lacks Competent and Reliable Evidence that it owns the Account;

vi. Chase cannot comply with Section IV, Paragraphs 44 or 45 of this Agreement because Chase cannot provide the required information or documentation;

vii. the Consumer has alleged in writing that he or she does not owe the amount claimed by Chase, and Chase has not determined, after a reasonable review, that the Consumer owes all of the amount Chase will be selling, and has not provided a response to the Consumer, either directly to the Consumer or through a Consumer Reporting Agency, as appropriate;

viii. the Consumer is paying pursuant to and in accordance with the terms of a modification or payment plan;

ix. more than three (3) years have passed since the date on which the Account was Charged-Off, or the date of the Consumer's last payment, whichever is later;

x. the Consumer is a Servicemember;

xi. Chase has determined that the Account was opened and is maintained, at the time of the Debt Sale, by a minor; or

xii. the Consumer is currently engaged offensively in litigation with Chase, in an individual action.

b. Chase will not sell Accounts that are beyond the date of obsolescence under Section 605 of the Fair Credit Reporting Act or Regulation V without including in its sales contract or similar agreement a term requiring the Debt Buyer to provide clear and prominent notice to the Consumer that, due to the age of the Debt, the Debt is not likely to appear on the Consumer's credit report.

c. If, after Chase sells the Consumer's Account, a Consumer disputes information that Chase has furnished to a Consumer Reporting Agency, Chase will comply with the Fair Credit Reporting Act, 15 U.S.C. §1681s-2 and Regulation V, 12 C.F.R. Parts 1022.40-1022.43.

d. If Chase determines that it has sold an Account in violation of the above provisions, Chase shall make a reasonable effort to repurchase the Account and take reasonable steps to require its Debt Buyers to inform Chase about any amounts paid on the Debt since the date of sale, so that Chase may reconcile the Account balance upon repurchase. However, if Chase determines more than one year after the date of a Debt Sale that they sold the Account of a deceased person, Chase shall not be required to make efforts to repurchase the Account.

49. **Requirements Relating to Debt Buyers**

a. Chase will conduct due diligence before entering into new relationships with Debt Buyers, and will conduct due diligence periodically when forward-flow contractual arrangements are in place.

b. Chase will not sell Accounts to a Debt Buyer unless the Debt Buyer represents to Chase that it is licensed or otherwise authorized to conduct business in the states where the Consumers reside or, where authorized by state law, that the Debt Buyer will engage vendors that are licensed or otherwise authorized to conduct business in the states where the Consumers reside.

c. In its contracts or other agreements with Debt Buyers, Chase will prohibit Debt Buyers from reselling Accounts. This prohibition shall not prohibit Chase from repurchasing Accounts it sells to Debt Buyers.

d. In the event Chase provides Debt Buyers with Declarations, those Declarations must comply with the requirements of Section IV, Paragraph 50 of this Assurance.

e. In its contracts or other agreements with Debt Buyers, Chase will prohibit Debt Buyers from imposing interest on Charged-Off Accounts unless permitted by law.

f. In its contracts or other agreements with Debt Buyers, Chase will prohibit Debt Buyers from swearing to the validity or otherwise attesting to the accuracy of any documentation or information provided by Chase, unless the Debt Buyer must do so as part of filing a bankruptcy proof of claim (POC) based on information from Chase or are otherwise allowed by law to do so.

g. In its contracts or other agreements with Debt Buyers, Chase will prohibit Debt Buyers from assessing fees and interest on any Account in violation of any terms and conditions of the Effective Credit Agreement that remain applicable when such fees or interest are assessed, or any applicable state or federal law.

h. In its contracts or other agreements with Debt Buyers, Chase will require Debt Buyers to comply with all applicable state and federal consumer protection and debt collection laws and regulations, including the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, laws prohibiting the imposition of interest on Charged-Off Accounts, and laws regarding the assessment of fees and interest.

i. Upon notice, through its periodic due diligence obligations in Section IV, Paragraph 49 (a) above or otherwise, that a Debt Buyer is violating provisions of its agreement with Chase, Chase shall take reasonable action with respect to the Debt Buyer including, but not limited to, recalling Accounts or terminating future Debt Sales to the Debt Buyer where appropriate, or both.

50. **Requirements Relating to Declarations**

a. Factual assertions made in Declarations must be accurate and capable of being supported by Competent and Reliable Evidence.

b. Declarations shall be based on personal knowledge, a review of Chase's books and records, or other appropriate standard as set forth in the Declaration and in accordance with the applicable requirements of state or federal law.

c. Affiants shall review their Declarations for accuracy and completeness.

d. If an Affiant relies on a review of business records for the basis of a Declaration, the referenced business record shall be attached when the Declaration is executed by or on behalf of Chase if required by applicable state or federal law or court rule. If the record is not required to be attached, Chase shall provide the Effective Credit Agreement and most recent monthly statement to the Consumer upon request.

e. Chase shall maintain and keep available records needed to establish that the Declarations and documents attached thereto in Collections Litigation were substantiated with Competent and Reliable Evidence for five years or such other period as required by relevant regulatory authorities.

f. Chase shall have effective processes, systems, and controls such that Affiants can review relevant business records or other Competent and Reliable Evidence to substantiate the Consumer's Debt. Chase will document the referenced processes, systems, and controls in writing, and will make such documentation available to appropriate employees of Chase.

g. Chase shall have written standards for qualifications, training, and quality control of employees who regularly prepare or execute Declarations. Chase shall require covered employees to properly and timely complete such training.

h. For Declarations used on a frequent or repetitive basis, Chase will implement effective processes, systems, and controls to review and approve standardized templates for compliance with applicable law, rule, court procedure, and the terms of this Assurance. Chase will document the referenced processes, systems, and controls in writing, and will make such documentation available to appropriate employees of Chase.

i. Declarations shall accurately and legibly identify the Affiant's name, title, employer, and the date of signing.

j. Chase shall have effective processes, systems, and controls to maintain adequate numbers of employees to prepare, verify, and execute Declarations, based on current and future projected workload demands.

k. Chase shall not pay incentives to employees or third-party providers based solely on the volume of Declarations prepared, verified, or executed.

l. Affiants shall be individuals, not entities, and Declarations shall be signed by hand signature of the Affiant, except for permitted electronic filings.

m. All material information in a Declaration required to be completed or provided by an Affiant prior to submission under applicable state or federal law or court rule must be complete at the time the Affiant signs the Declaration.

n. Affiants shall date their signatures on Declarations using the actual date of signing.

o. Chase shall maintain or require the notary to maintain records of notarizations of documents used in Collections Litigation executed by each notary employed by Chase who notarizes documents as part of that notary's employment.

p. Where Chase submits an affidavit, declaration, or other sworn statement in arbitration, bankruptcy, or probate proceedings for the purposes of collecting a Debt, those shall comply with all the applicable requirements of this Section.

51. **Requirements Related to Collections Litigation**

a. Any complaint or claim filed by or on behalf of Chase in Collections Litigation shall include the name of the creditor at the time of the Consumer's last payment, or if not available, the last creditor to extend credit to the Consumer and the date of the last credit extension, the date of the last payment, the amount of the Debt owed, and a breakdown of any post-Charge-Off interest and fees.

b. The attorney's fees Chase, or its counsel, seek from a court or in arbitration shall be reasonable and authorized by law and the Effective Credit Agreement.

c. Documents submitted to courts in Collections Litigation for the purpose of supporting factual allegations in Declarations to establish a Debt shall be actual and applicable business records or true copies or reproductions of those records and not documents prepared solely for litigation, unless the use of documents prepared solely for litigation is permitted by the court.

d. If Chase learns that any information that was contained in a Declaration, court pleading, or bankruptcy POC, and which relates to the character, amount or legal status of a Debt, was materially inaccurate at the time the Declaration, court pleading, or POC was executed or made, Chase will correct such information if the matter in which the Declaration, court pleading, or POC was executed or made remains pending.

e. Before obtaining a default judgment against a Consumer, Chase shall proffer to the court relevant information and documentation maintained by Chase to support its claims, unless prohibited by law or court rule.

f. Chase shall implement effective processes, systems, and controls to prohibit the assessment of fees, expenses, and other charges collected through Collections Litigation that are not in accordance with the terms of the Effective Credit Agreement and applicable law.

g. Chase will maintain policies and procedures requiring that if Chase engages in Collections Litigation, such Collections Litigation complies with applicable legal requirements and is based on accurate information. Chase will develop and implement, to the extent not in place already, measures to provide accurate documents to its law firms for use in Collections Litigation.

h. Any complaint or claim for payment of a Debt that Chase asserts in arbitration, bankruptcy, or probate proceedings for the purpose of collecting on an Account shall comply with all the applicable requirements for Collections Litigation in this Section.

52. **Requirements Related to Remediation and Balance Adjustments**

Within sixty (60) days of the Effective Date of this Assurance, unless another time period is stated:

Remediation

a. Chase represents that, consistent with appropriate local rules and practice, it has sought the withdrawal, dismissal, or termination of all pre-judgment Collections Litigation matters that were pending at any time between January 1, 2009 and June 30, 2014. In the event that Chase is notified of a pre-judgment matter that was pending in this time period that Chase has not sought to withdraw, dismiss, or terminate under this Paragraph, Chase will move or take other affirmative action to withdraw, dismiss, or terminate such matter.

b. For Collections Litigation matters that were pending at any time between January 1, 2009 and June 30, 2014 in which Chase has obtained a judgment, Chase represents that it has, consistent with appropriate local rules and practice, sought to cease its current post-judgment enforcement activities, and to remove, withdraw, or terminate its active wage garnishments, bank levies, and similar means of enforcing those judgments. In the event that Chase is notified that post-judgment enforcement activities are being taken by Chase or on its behalf that Chase has not sought to cease under this Paragraph, Chase shall move or take other affirmative action to stop such activities.

c. Where Chase has obtained a court judgment against a Consumer through Collections Litigation that was pending at any time between January 1, 2009 and June 30, 2014, Chase shall notify the Consumer that it shall not seek to enforce, collect, sell or otherwise transfer the judgment it has obtained and/or that it will request that the Consumer Reporting Agencies amend, delete, or suppress information regarding the judgment, as applicable. Chase shall provide this notification, consistent with Exhibit A to this Assurance, to the Consumer's last known address. Chase shall complete this notification consistent with the timetable set forth in Section V, Paragraph 56.

d. Chase shall request that each of the Consumer Reporting Agencies that compiles and maintains files on Consumers on a nationwide basis amend, delete, or suppress information in the public record section of such files regarding the judgments obtained in Collections Litigation for cases that were pending at any time between January 1, 2009 and June 30, 2014. Chase shall complete this request consistent with the timetable set forth in Section V, Paragraph 56.

e. Chase shall not reinstitute Collections Litigation that was pending, filed, withdrawn, adjudicated, or dismissed between January 1, 2009 and the Effective Date and will take no further affirmative action to collect; enforce through Collections Litigation, arbitration, bankruptcy (other than pursuant to bankruptcy payment plans currently in effect), or probate; sell, or transfer these Accounts, except that, where a Consumer pursues a claim against Chase, Chase may assert, through a set-off, counterclaim, or other means, Chase's entitlement to amounts (less the pre-and post-judgment interest, fees, and costs that accrued after the referral to Collections Litigation consistent with Section IV, Paragraph 52(h) of this Assurance). Where a Consumer, in an individual action, seeks to vacate a judgment regarding an Account that was the subject of Collections Litigation that was pending, filed, withdrawn, adjudicated or dismissed between January 1, 2009 and the Effective Date, Chase will rely, for factual statements to be proved by declaration, on Declarations that are in compliance with Section IV, Paragraph 50 (a)–(d), (i), (l), (m) and (n) of this Assurance.

f. This Section shall not be construed to prohibit Chase from filing a Proof of Claim in response to a request from a Consumer or bankruptcy trustee.

g. Nothing in this Assurance shall be construed to prohibit Chase from receiving voluntary payments sent by Consumers whose Accounts were subject to Collections Litigation that was dismissed per Section IV, Paragraph 52 (a) of this Assurance.

Balance Adjustments

h. For all Accounts referred to Collections Litigation from January 1, 2009 to June 30, 2014, Chase shall address potential balance inaccuracies following Collections Litigation by treating each Account as if it had not been referred to Collections Litigation, including by waiving all pre- and post-judgment interest, fees, and costs that accrued after the referral, thereby reducing the amount owed.

i. Chase shall provide the Signatory Attorneys General with semiannual reports describing its implementation of the remediation and balance adjustment requirements set forth above. Such reports shall include a description of Chase's remediation and balance adjustment plans, updates on progress, and state-specific data.

V

Redress

53. Chase shall provide to Consumers against whom Collections Litigation was pending at any time between January 1, 2009 and June 30, 2014, a cash refund of amounts paid by individual Consumers in excess of such Consumer's contractual balance at the time of referral to Collections Litigation plus 25% of the excess amount paid. Chase shall also refund or otherwise refuse payments from such Consumers, after the date of this Assurance, in excess of the Consumer's contractual balance at the time of referral to Collections Litigation.

54. Chase shall provide redress to Consumers nationwide in an aggregate amount of not less than Fifty Million Dollars ($50,000,000). If, by July 1, 2016, the total redress to Consumers is less than $50 million, Chase shall pay half of the remaining amount to the Signatory Attorneys General to be allocated in equal amounts to the Signatory Attorneys General for the purposes specified and according to the general instructions for each Attorney General as

set forth in Paragraph 59. For purposes of calculation of the redress amount, the total aggregate redress shall include refunds and payments made on these Collections Litigation cases by Chase at any point before or after the date of this Assurance, including any amounts of these refunds and payments escheated to the states, as well as actions taken by Chase to provide redress to Consumers by refunding payment or refusing to accept payments by Consumers prior to the date of this Assurance.

Redress Plan

55. Within ninety (90) days of the Effective Date, Chase shall deliver a written plan describing how Chase intends to identify and provide redress to eligible Consumers as required by Paragraphs 53 and 54 of this Section ("Redress Plan"), subject to further refinement and required approval by the appropriate prudential regulatory authority.

56. Chase will make all payments to Consumers required by Paragraphs 53 and 54 of this Section pursuant to the Redress Plan following receipt of full required approval by the appropriate prudential regulatory authorities. In the event that Chase requires more than Two Hundred Seventy (270) days from full approval to complete the notifications under Section IV, Paragraph 52 (c), the request to the Consumer Reporting Agencies under Section IV, Paragraph 52 (d), and the payments under Paragraphs 53 and 54 of this Section, Chase and the Investigating Attorneys General shall discuss in good faith an extension of the date. Prior to the good faith discussions, Chase shall provide the Signatory Attorneys General an explanation of the steps it took to make the notifications, requests and payments and the reasons why it was unable to make all notifications, requests and payments within the 270 days.

57. Chase shall provide the Signatory Attorneys General with semiannual reports describing its implementation of the redress requirements set forth above. Such reports shall include a description of Chase's redress plans, updates on progress, and state-specific data.

Upon receipt of a reasonable request of the Signatory Attorneys General, Chase will provide further information on its implementation of the redress requirements.

VI

Monetary Payments

58. Chase shall pay an aggregate amount of $95,580,899.05 to the Signatory Attorneys General. Chase shall pay to each Signatory Attorney General the specific amount set forth in the attached Exhibit B. Payment shall be made within ten (10) calendar days of receiving written payment processing instructions from each Signatory Attorney General. The payments shall be used for the purposes specified and according to the general instructions of each Signatory Attorney General.

59. Pursuant to Exhibit B, the Michigan Attorney General shall receive a payment of $3,159,564.61. At the sole discretion of the Attorney General of Michigan, the payment to the Michigan Attorney General shall be used for reimbursement of attorneys' fees and/or investigative costs; used for future public protection purposes; or used for other purposes permitted by applicable law.

60. In addition to the amounts paid pursuant to Exhibit B, Chase shall pay to the Investigating Attorneys General a total of Eleven Million Dollars ($11,000,000), to be used for future expenditures relating to the investigation and prosecution of cases involving fraud, unfair and deceptive acts and practices, and other illegal conduct related to financial services or state consumer protection laws to the extent practicable, or as otherwise allowed by state law. The $11 million shall be distributed as follows: $1 million to the Iowa Attorney General's Office; $750,000 to each of the following Attorneys General Offices: Colorado, Connecticut, Florida, Hawaii, Illinois, Indiana, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, Texas, and Washington; and $250,000 to the Ameriquest Financial Services Fund. Payment shall be made

within ten (10) calendar days of receiving written payment processing instructions from each Investigating Attorney General.

61. No more than 10% of the aggregate amount set forth in Paragraph 58 of this Section shall be designated as a civil penalty, fine, or similar payment. The remainder of the payments set forth in Paragraph 58 of this Section shall be used for remedial or other purposes as allowed by state law.

VII

Notices

62. Any and all notices, requests, consents, directives, or communications sent to Chase or the Attorney General pursuant to this Assurance shall be sent both by a nationally recognized overnight courier service and by email to the named person (or such other person who may be designated by the relevant party from time to time) at the following address:

For Chase

Julie A. Lepri
JP Morgan Chase & Co.
10 S. Dearborn Street, IL 1-0075
Chicago, IL 60603
Julie.lepri@chase.com

For the Attorney General

Katharyn Barron
Division Chief
Consumer Protection Division
Michigan Department of Attorney General
P.O. Box 30213
Lansing, MI 48909
barronk@michigan.gov

VIII

Administrative Provisions

63. Nothing herein shall be construed as relieving Chase of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be

deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

64. This Assurance is not intended to indicate that Chase or any of its affiliates or current or former employees shall be subject to any disqualifications contained in the federal securities laws, the rules and regulations thereunder, the rules and regulations of self-regulatory organizations or various states' securities laws, including any disqualifications from relying upon registration exemptions or safe harbor provisions. In addition, this Assurance is not intended to form the basis for any such disqualifications. This Assurance is made without trial or adjudication of any issue of fact or law and does not contain any injunctive measures against Chase or any of its affiliates. Nothing in the preceding sentence reduces Chase's obligations under this Assurance or affects the Attorney General's authority to enforce any rights hereunder.

65. In the event of a conflict between this Assurance and the requirements of federal, state, or local laws, such that Chase cannot comply with this Assurance without violating these requirements, Chase shall document such conflicts and notify the Attorney General that it intends to comply with the requirements to the extent necessary to eliminate the conflict.

66. Chase shall designate one or more management-level employees to be the primary contact for the Signatory Attorneys General regarding complaints and inquiries from Consumers regarding their Debt, including those whose Accounts have been sold. Chase shall provide a written response to such inquiries, or seek additional time to respond, within forty-five (45) days to the Consumer.

67. It is the intent of the parties to work collaboratively to address any potential violations of this Assurance. If the Attorney General determines that Chase is potentially in violation of one of the provisions of this Assurance, before initiating any application for injunctive or monetary relief, the Attorney General shall notify Chase in writing as soon as practicable. Chase shall thereafter have forty-five (45) days from receipt of such written notice,

or such additional time as Chase and the Attorney General agree in writing, to provide a written response to the Attorney General's notice. Chase will be considered to have cured a potential violation of this Assurance and to be in compliance with this Assurance where Chase: (1) corrects the violation; (2) fully remediates any non-de minimis monetary Consumer harm; and (3) can establish that the violation was isolated and is therefore not likely to reoccur. The Attorney General shall determine whether Chase has satisfied the above elements of any cure, and a determination that the cure is sufficient shall not be unreasonably withheld. In response to any enforcement action brought by the Attorney General, any party may present evidence that Chase has or has not taken corrective or remedial action to address any potential violation.

68. The Attorney General is not required to provide notice in advance of taking any enforcement action if necessary to protect the health, safety or welfare of the public.

69. The provisions of this Assurance do not bar, estop, or otherwise prevent the Attorney General or any other governmental agency from taking any other action against Chase, except as described in Paragraph 70.

70. The Attorney General releases and discharges Chase for all potential liability for law violations that the Attorney General has or might have asserted arising out of or relating to any aspect of any Covered Conduct, to the extent that such practices occurred before the Effective Date, including all civil claims pursuant to consumer protection statutes or other consumer-related or civil fraud laws (including common law), and civil statutes or common law related to Chase's Collections Litigation before the courts or arbitral panels. "Covered Conduct" means (1) any aspect of Collections Litigation, including without limitation processes and procedures for signing affidavits and other Declarations prepared for use in Collections Litigation; the preparation or provision of information or other documentation, including Declarations, in connection with Collections Litigation; Chase's liability for actions taken by Chase's outside law firms related to Collections Litigation, including without limitation the

determination of fees and interest owed (any claims against the outside law firms themselves are not being released and are explicitly preserved) by a Consumer in connection with any Debt and reporting to or communications with Consumer Reporting Agencies arising out of or concerning Collections Litigation; (2) any aspect of Debt Sales, including without limitation signing affidavits or Declarations prepared for use by Debt Buyers; the preparation or provision of information or other documentation, including Declarations, to any Debt Buyer or Consumer in connection with or following any Debt Sale; reviewing the business practices of and negotiating with Debt Buyers; and reporting to or communications with Consumer Reporting Agencies arising out of or concerning Debt Sales; and (3) the provision of information or documentation concerning any Debt, including Declarations, in connection with a bankruptcy, arbitration or probate proceeding, or a proof of claim. This release does not preclude or affect any right of the parties to determine and ensure compliance with the Assurance, or to seek penalties for any violations of the Assurance.

71. This Release is neither an admission of liability of the allegations contained herein, nor in cases settled pursuant to this Assurance, nor a concession by the Signatory Attorneys General that their claims are not well-founded.

72. Nothing in this Assurance shall be construed to create, waive, or limit any private right of action, including any claims individual Consumers have or may have under state consumer protection laws against any person or entity, including Chase.

73. The Release by the parties of the above-listed claims is intended to be and shall be for the benefit only of the parties and no other individual or entity.

74. The obligations of Chase under this Assurance shall commence and terminate as follows:

a. The obligations of Chase under Section IV, Paragraphs 43-49 shall apply to Debt Sales entered into after the Effective Date;

b. The obligations of Chase under Section IV, Paragraph 50 (a)-(c), (i), (l), (m), and (n) shall have no termination date; and

c. The obligations of Chase under all other paragraphs shall terminate on January 1, 2020.

75. Termination of such obligations as provided in this Section shall not relieve Chase from the obligation to complete the consumer redress specified above.

76. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.

77. The provisions of this Assurance are enforceable by the Attorney General. Chase agrees that the Attorney General may commence an action in court to enforce this Assurance. In any such enforcement action, the Attorney General may seek relief to enforce this Assurance, including injunctive relief, damages, penalties, and any other relief provided by federal law, the laws of the State, or authorized by a court of competent jurisdiction.

78. This Assurance contains the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Assurance. This Assurance supersedes any prior oral or written communications, discussions, or understandings.

Dated: 6/30, 2015

BILL SCHUETTE
ATTORNEY GENERAL
On behalf of the People of the State of Michigan

By: _____
Kathy Fitzgerald (P31454)
Assistant Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing, MI 48909
Phone: 517-335-0855

CHASE BANK USA, N.A., by
by

Eileen Serra
Chief Executive Officer

CHASE BANKCARD SERVICES, INC.,

David Penkrot
Chairman and President

Thomas J. Perrelli
JENNER & BLOCK LLP
1099 New York Avenue, N.W. Suite 900
Washington, DC 20001-4412

Counsel for Chase Bank USA, N.A. and
Chase Bankcard Services, Inc.

Effective: July 8, 2015

CHASE BANK USA, N.A., by
by

Eileen Serra
Chief Executive Officer

CHASE BANKCARD SERVICES, INC.,

David Penkrot
Chairman and President

Thomas J. Perrelli
JENNER & BLOCK LLP
1099 New York Avenue, N.W. Suite 900
Washington, DC 20001-4412

Counsel for Chase Bank USA, N.A. and
Chase Bankcard Services, Inc.

Effective: July 8, 2015

Exhibit A

In accordance with Section IV, Paragraph 52 (c), the language found below, or substantially similar language that is not materially different, will be included as part of communications to Consumers whom Chase sued for a credit card Debt if Chase obtained a judgment in that lawsuit between January 1, 2009 and June 30, 2014. The communication will include the following:

- Chase entered into an agreement with the U.S. Consumer Financial Protection Bureau [and your State Attorney General] on July ___, 2015; and with the Office of the Comptroller of the Currency on September 18, 2013.
- Chase will request that the three major credit card reporting agencies (Equifax, Experian, and Trans Union) not report the Chase judgment against you. Once Chase submits this request, it is up to each credit reporting agency to decide whether to report the judgment.
- This notice is for your information only and you do not have to take any action regarding this letter.
- If you have any questions or concerns you may contact Chase toll free at _____.

If the judgment is currently owned by Chase, the notice will also include the following:

- Chase will no longer try to collect money from you based on its judgment against you.
- Chase has stopped and has agreed to stop any effort to enforce the judgment, including active wage garnishments, bank levies and similar collection efforts. If you are aware of any enforcement efforts in connection with your judgment, please contact us toll free at _____.
- Chase will not sell your judgment to a debt buyer or any other company.

Exhibit B
State Allocation

	$125 Million negotiated settlement
STATE	State Allocation
AK	$89,629.17
AL	$1,043,234.69
AR	$342,758.11
AZ	$3,100,081.07
CO	$1,212,325.18
CT	$1,345,048.96
DC	$57,548.16
DE	$593,793.28
FL	$16,895,165.95
GA	$2,794,693.80
HI	$170,636.26
IA	$471,208.85
ID	$292,793.07
IL	$7,986,578.41
IN	$2,097,660.35
KS	$325,928.88
KY	$908,645.22
LA	$693,013.82
MA	$2,839,131.44
MD	$1,883,590.56
ME	$240,195.80
MI	$3,159,564.61
MN	$701,832.29
MO	$915,791.22
MT	$198,270.02
NC	$1,051,134.57
ND	$60,335.61
NE	$229,410.27
NH	$266,546.70
NJ	$7,053,517.66
NM	$247,161.26
NV	$1,714,376.53
NY	$11,272,338.46
OH	$3,799,930.48
OK	$490,198.35
OR	$2,105,382.85

Exhibit B
State Allocation

PA	$3,679,259.25
RI	$239,955.06
SC	$877,441.62
SD	$94,659.25
TN	$942,848.49
TX	$4,343,967.78
UT	$449,688.47
VA	$1,986,054.67
VT	$110,725.10
WA	$3,242,519.75
WI	$745,173.97
WV	$219,153.72
47 State + DC Total	$95,580,899.05