

If you received a Change in Terms Notice from Chase raising your minimum monthly payment on your credit card bill, a class action lawsuit may affect your rights.

**The Court authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued. Please do not contact the Court or Chase.**

1. Background & Introduction

Some Chase credit cardholders accepted offers for loans with a fixed interest rate (APR) until the loan balance was paid off in full. In November 2008 and June 2009, Chase sent some of these cardholders a “Change in Terms” notice, raising their minimum monthly payment from 2% to 5% of the outstanding loan balance. Plaintiffs brought this lawsuit alleging that the minimum payment increase was improper. Chase contends that the minimum payment increase was lawful.

The Court has allowed the lawsuit to proceed as a class action on behalf of individuals who fit the Class definition set forth in Section 11, below. The Court has not decided whether Chase did anything wrong. There is no money or other benefits available now, and no guarantee that there will be.

Any questions? Read on or visit www.ChaseMinPaymentLawsuit.com.

Your legal rights and options in this lawsuit

Your legal rights are affected, and you have a choice to make now. Your options are explained in this Notice. In summary, you can pursue Option 1 or Option 2. Option 1 is to do nothing. Option 2 is to exclude yourself from the class action, which requires that you act before January 30, 2012.

Option 1: Do nothing

Stay in this class action. This will preserve your chance to recover money or other benefits in this class action, if there are any, in exchange for giving up your rights to bring your own lawsuit on the issues raised in this class action. See Sections 14 and 15 for details.

Option 2: Opt Out

Get out of this class action. This will give up your chance to recover money or other benefits in this class action, if there are any, in exchange for preserving any rights you may have to bring your own lawsuit on the issues raised in this class action. See Sections 16 and 17 for details.

THE DEADLINE FOR EXCLUDING YOURSELF IS January 30, 2012.

Table of Contents

1.	Background & Introduction	1
Basic information about the class action		3
2.	Why did I get this Notice?	3
3.	What is this class action about?	3
4.	What is a class action and who is involved?.....	3
5.	Why is this a class action?	3
The claims asserted in this class action		3
6.	What claim does the class action allege?.....	3
7.	What is Chase’s response to the class action?	4
8.	Has the Court decided who is right?.....	4
9.	What are the Plaintiffs asking for on behalf of the Class Members?.....	4
10.	Is there any money available now?.....	4
Who is in this class action		4
11.	Who is in the Class?.....	4
12.	How do I know if I am a member of the Class?	4
Your rights and options.....		4
13.	What are my options?	4
14.	How do I stay in the Class?.....	5
15.	What happens if I do nothing?.....	5
16.	Why might I want to exclude myself from the Class?.....	5
17.	How do I exclude myself from the Class?.....	5
The attorneys who represent you		5
18.	Do I have a lawyer in this class action?.....	5
19.	Should I hire my own lawyer for this case?.....	6
Trial.....		6
20.	How and when will the Court decide who is right?.....	6
21.	Do I have to attend the trial?.....	6
22.	Will I get money or benefits after the trial?.....	6
Getting more information		6
23.	Where can I get more information?	6

BASIC INFORMATION ABOUT THE CLASS ACTION

2. Why did I get this Notice?

Chase's records show that your account was subject to one of the Change in Terms notices raising the minimum monthly payment on your credit card bill. This class action Notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. The United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *In re: Chase Bank USA, N.A. "Check Loan" Contract Litigation*, MDL No. 2032, Case No. 3:09-md-02032 MMC.

3. What is this class action about?

Chase mailed loan offers to some of its credit cardholders, offering such cardholders loans at a fixed Annual Percentage Rate (APR) until the loan balance was paid off in full. At the time the cardholders took out these loans, the cardholders were required to repay a minimum of 2% of the outstanding balance each month (the "minimum monthly payment"). This lawsuit is about whether Chase violated the "implied covenant of good faith and fair dealing" when it increased the minimum monthly payment for a portion of these cardholders from 2% to 5% of the outstanding balance, pursuant to "Change in Terms" notices sent in November 2008 and June 2009. Some borrowers who had their minimum monthly payments increased pursuant to the Change in Terms were given the option by Chase to keep the lower 2% minimum monthly payment in exchange for replacing the promotional APR for their loan with a higher APR.

4. What is a class action and who is involved?

A class action is a lawsuit in which the claims and rights of many similarly situated people ("Class Members") are decided in a single court proceeding. One or more individuals ("Plaintiffs") file a lawsuit against an entity like Chase (the "Defendant"). The Plaintiffs assert claims on behalf of all the Class Members. If the Plaintiffs satisfy certain legal requirements, the Court determines that they are "Class Representatives" and can represent the Class Members' interests in the litigation.

The Court has certified a Class in this case, and has appointed David Greenberg, James Hanisch, Jacob Kuramoto, Carole Lazinski, Melissa Neuman, Richard Reinertson, Regina Smolensky, Frederic Soliman, Brian Wilkinson, and Orly Williams as the Class Representatives.

5. Why is this a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The Court has not determined whether Chase did anything wrong.

More detailed information about why the Court decided this lawsuit may proceed as a class action can be found in the Court's Class Certification Order, which is available at www.ChaseMinPaymentLawsuit.com.

THE CLAIMS ASSERTED IN THIS CLASS ACTION

6. What claim does the class action allege?

In this class action, Plaintiffs allege that Chase acted improperly by raising the minimum monthly payment on certain credit cardholders' existing loan balances. Specifically, Plaintiffs claim that Chase's increase in the minimum monthly payment violated the "implied covenant of good faith and fair dealing."

QUESTIONS? VISIT www.ChaseMinPaymentLawsuit.com OR CALL TOLL-FREE 1-800-460-4936

7. What is Chase’s response to the class action?

Chase denies that it acted unlawfully or that it owes Plaintiffs or the Class Members any money.

8. Has the Court decided who is right?

No. The Court has not decided whether the Plaintiffs or Chase are correct. The Court has dismissed certain of Plaintiffs’ claims, but did not dismiss Plaintiffs’ claim that Chase violated the “implied covenant of good faith and fair dealing.” By certifying the Class and ordering the issuance of this Notice, the Court is not taking a position regarding who is right with respect to this remaining claim. The Plaintiffs must prove their remaining claim at a trial. (See “The Trial” below in Sections 20-22.)

9. What are the Plaintiffs asking for on behalf of the Class Members?

The Plaintiffs are asking for the Court to require Chase to pay damages to the Class Members and to restore the Class Members’ original terms.

10. Is there any money available now?

No money or benefits are available now. The Court has not yet decided whether Chase did anything wrong. If money and/or benefits become available (because the Plaintiffs win at trial or there is a settlement), you will be notified about how to receive your share.

WHO IS IN THIS CLASS ACTION

11. Who is in the class?

The Court has defined the Class as:

All persons or entities in the United States who entered into a loan agreement with Chase, whereby Chase promised a fixed APR until the loan balance was paid in full, and (i) whose minimum monthly payment was increased by Chase to 5% of the outstanding balance, or (ii) who were notified by Chase of a minimum payment increase and subsequently closed their account or agreed to an alternative change in terms offered by Chase.

12. How do I know if I am a member of the Class?

If you received this Notice, you have been identified as a Class Member based on Chase’s records.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded. You must make this decision now. You cannot wait to see the result of the trial or settlement before making this decision. The details are below.

13. What are my options?

You can either: (1) stay in the Class by doing nothing; or (2) exclude yourself from the Class (sometimes called “opting-out”) by following the steps described in Section 17, below.

14. How do I stay in the Class?

To stay in the Class, do nothing at this time.

15. What happens if I do nothing?

By doing nothing now, you are staying in the Class.

If you stay in the Class and the Plaintiffs obtain money or benefits (either as a result of a trial or a settlement), you will be notified about how to receive your share.

Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial or settle the case, you will not be able to sue Chase as part of any other lawsuit about the issues raised in this class action. You will also be legally bound by all of the Orders that the Court issues and judgments the Court makes in this class action.

16. Why might I want to exclude myself from the Class?

There are two main circumstances in which it *may* make sense to exclude yourself from the Class: (1) if you are already in the process of suing Chase for the issues raised in this class action; or (2) if you plan to bring your own lawsuit for the issues raised in this class action. If you exclude yourself from the Class, you will not get any money or benefits from this class action, if there are any, but you will preserve any rights you may have to sue Chase for the issues raised in this class action. If you exclude yourself from the Class, you will not be legally bound by the Court's judgments in this class action.

If you exclude yourself from the Class and pursue your own lawsuit against Chase, you will have to hire and pay your own lawyer to represent you.

17. How do I exclude myself from the Class?

To exclude yourself from the Class, you must send an email to Info@ChaseMinPaymentLawsuit.com or mail your request to Chase Bank USA Contract Litigation, c/o GCG, Inc., P.O. Box 9766, Dublin, OH 43017-5666. Your letter or email must include your name, address, and the following statement: "I request to be excluded from In re: Chase Bank USA, N.A. Check Loan Contract Litigation." To submit a timely request for exclusion by mail, it must be postmarked by no later than January 30, 2012. To submit a timely request for exclusion by email, it must be emailed by and received no later than January 30, 2012.

THE ATTORNEYS WHO REPRESENT YOU

18. Do I have a lawyer in this class action?

Yes. The Court decided that the law firms representing the Plaintiffs are qualified to represent you and all of the other Class Members, and has appointed them as "Class Counsel." The law firms who have been appointed as Class Counsel are: Lief, Cabraser, Heimann & Bernstein, LLP; The Sturdevant Law Firm; Giskan, Solotaroff, Anderson & Stewart LLP; Green Welling P.C.; Girard Gibbs LLP; and Milberg LLP.

You do not have to pay Class Counsel for their time or expenses incurred in this case out of your pocket. Class Counsel may petition the Court for an award of their fees and expenses if this class action is successful.

19. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Class Counsel represents you and the other members of the Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Class Counsel, you will have to pay that lawyer.

TRIAL

20. How and when will the Court decide who is right?

Unless there is a settlement, or the Court decides to dismiss the case before trial, there will be a trial. At the trial, the Plaintiffs, through Class Counsel, will attempt to prove the Plaintiffs' remaining claim. During the trial, a jury and/or the Judge will hear evidence and reach a decision about whether the Plaintiffs or Chase are right about the remaining claim in this class action. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

21. Do I have to attend the trial?

You do not need to attend the trial. The Plaintiffs, through Class Counsel, will present their case on behalf of the Class.

22. Will I get money or benefits after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to get your share. It is unknown how long this will take. Note that after trial, either side or both sides may appeal the judgment to the appellate court or the Supreme Court, which may delay the payment of any money or benefits to you.

GETTING MORE INFORMATION

23. Where can I get more information?

More information can be found at www.ChaseMinPaymentLawsuit.com. That website includes links to the Court's Orders, the class action Complaint that the Plaintiffs filed, and Chase's Answer to the Complaint.

You may also obtain more information by contacting Class Counsel, the attorneys appointed to represent you, at 415-956-1000.

You may also examine and copy the class action complaint and other pleadings in this class action at any time during regular office hours in the Office of the Clerk of the United States District Court for the Northern District of California, San Francisco Division, at 450 Golden Gate Ave., San Francisco, California 94102.

DO NOT CONTACT THE COURT OR CHASE.

* * *

By order of the United States District Court for the Northern District of California.

Dated: September 28, 2011

QUESTIONS? VISIT WWW.CHASEMINPAYMENTLAWSUIT.COM OR CALL TOLL-FREE 1-800-460-4936