

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

Jane Doe 1, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

JPMorgan Chase Bank, N.A.,

Defendant.

Case No. 1:22-CV-10019 (JSR)

**JOINT DECLARATION OF DAVID BOIES AND BRADLEY EDWARDS IN SUPPORT
OF CLASS REPRESENTATIVE JANE DOE 1'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT
WITH DEFENDANT JPMORGAN CHASE BANK N.A.**

We, David Boies and Bradley Edwards, declare as follows:

1. I, David Boies, am a member in good standing of the bar of the State of New York and am admitted to practice before this Court. I am the Chairman and a Managing Partner of Boies Schiller Flexner LLP ("BSF"). I make this declaration on my own personal knowledge, and if called as a witness to testify, I could and would testify competently to the following facts.

2. I, Bradley Edwards, am a partner at Edwards Henderson Lehrman ("EHL"). I am an attorney at law duly licensed to practice before the courts of the state of New York. I make this declaration on my own personal knowledge, and if called as a witness to testify, I could and would testify competently to the following facts.

3. The two law firms representing Plaintiffs, Boies Schiller Flexner LLP and Edwards Henderson Lehrman (collectively, "Class Counsel"), have invested significant resources into investigating and litigating this case and as such, have been appointed Co-Lead Class Counsel.

4. We submit this declaration in support of the motion filed by Jane Doe 1 (“Plaintiff” or “Class Representative), for preliminary approval of class action settlement with Defendant JPMorgan Chase Bank, N.A. (“Defendant” and together with Plaintiff, the “Parties”). Our firms represent the Class Representative in the above-captioned action (the “Litigation”).

A. Preparation of this Case

5. This case grew out of our firms’ long representation of the survivors of Jeffrey Epstein’s sex trafficking ring. EHL began representing Epstein survivors in 2009. BSF began representing Epstein survivors in the first half of 2014.

6. By 2021, our firms had successfully brought lawsuits against Epstein himself during his life, his estate after his death, certain collaborators like Ghislaine Maxwell, and certain participants like Prince Andrew. Although we had collectively recovered substantial amounts for our clients, we believed they had not been fully compensated, and that many who had made the scope, scale, and duration of Epstein’s sex trafficking possible had not been held accountable.

7. For several years we had investigated Epstein’s relationship with major banks. In early 2021, we decided to make a concerted effort to develop cases against JPMorgan and Deutsche Bank, the two primary banks on which Epstein had relied.

8. We recognized the risks such cases entailed. We recognized that no such case had been previously brought. We also recognized the banks would argue that they did not have legal liability for the acts of their depositors, and that they would argue that because the damages suffered by individual survivors varied greatly, a class would not be certified.

9. Nevertheless, we believed that the intent of applicable legislation was to hold entities like these banks accountable for their role in facilitating sex trafficking, and we decided to proceed.

10. We collected and analyzed thousands of documents and interviewed more than 100 witnesses who had knowledge of Epstein’s sex trafficking and the role JP Morgan had played in making its scope, scale, and duration possible. We contacted law enforcement personnel, prosecutors, and regulators to gather additional information and documents. We secured affidavits and other statements under oath from potential fact witnesses to help ensure that we could prove what we alleged. We retained and began to work with experts both to establish liability and to develop proof of damages. We researched and analyzed cases and commentary, and legislative history -- and ultimately, we drafted, and redrafted a complaint.

11. After we filed our complaint, we were met with the effective, aggressive defense we expected. It is not an exaggeration that JP Morgan fought us every step of the way. The Bank moved to dismiss both the initial and amended complaint, resisted discovery, took extensive discovery itself of the Plaintiff and our witnesses, filed a Daubert motion, and opposed class certification.

B. Relevant Firm Experience

12. BSF has a strong record of successfully and diligently representing plaintiffs in complex class action litigation. Recent cases in which BSF or its partners were lead or co-lead counsel include: *In re Grupo Televisa Securities Litigation* (1:18-cv-01979) (S.D.N.Y.), in which the court granted preliminary approval of a settlement last month, on April 20, 2023; *In re Blue Cross Blue Shield Antitrust Litigation* (2:13-cv-20000) (N.D. Ala.), an antitrust class action in which BSF achieved both what the court referred to as “historic” injunctive relief and a \$2.7 billion award in a settlement that received final approval in October 2022; *In re Takata Airbag Products Liability Litigation* (1:15-md-02599) (S.D. Fla.), a products liability class action, which is still proceeding against certain defendants but in which BSF has already obtained a recovery of more

than \$1.5 billion; and *In re Halliburton Securities Litigation* (13-317), in which BSF won two appeals to the U. S. Supreme Court before achieving a \$100 million recovery.

13. Another notable case in which BSF was lead counsel is *In re Auction House Antitrust Litigation* (1:00-cv-00648) (S.D.N.Y.), in which the firm won \$512 million in an antitrust class action after prior interim lead counsel valued the case at less than \$100 million.

14. BSF has expended substantial time and resources in actively and diligently litigating this action. The BSF litigation team has already devoted thousands of hours and substantial resources in developing the Class Representative's case and undertaking substantial fact discovery.

15. EHL has similarly expended substantial time and resources in actively and diligently litigating this action. The EHL litigation team has devoted thousands of hours and substantial resources in developing the Class Representative's case and undertaking substantial fact discovery.

16. The expenses that BSF and EHL have already incurred include the retention of expert witnesses, consultants, investigators, court reporters, videographers, and an e-discovery vendor.

17. EHL took a lead role in the initial research into this matter dating back to early 2021 and interviewed dozens of witnesses and dozens of survivors both in the United States and abroad, and reviewed tens of thousands of documents prior to filing of the complaint. EHL was responsible for drafting the initial complaint and maintaining constant communication with the Class Representative and other prospective class members throughout the course of this litigation. After the filing of the complaint, EHL conducted a number of interviews with confidential witnesses, took key depositions, and prepared witnesses for depositions including the Class Representative.

EHL also worked alongside the Class Representative to identify, review, and produce tens of thousands of pages of discovery to the Defendant. EHL has also engaged in an extensive investigation into the identity of the class members and has spent substantial time communicating with same.

18. BSF and EHL began collaborating on this matter in 2021. BSF took a lead role in drafting the Class Representative's opposition to Defendant's motion to dismiss and arguing it before the Court, resulting in the Court denying Defendant's motion, in part, and allowing the matter to proceed through discovery. BSF also took a lead role in drafting the Class Representative's successful motion to certify the class. BSF has also taken a number of depositions and has reviewed thousands of documents produced by Defendant in order to further develop class members' claims.

19. On May 30, 2023, BSF and EHL engaged in a full-day, arms-length confidential mediation with Defendant before experienced mediators in large and complex civil sexual abuse matters and class actions, including Layn Phillips of Phillips ADR and members of his team. The mediation was preceded by the submission of mediation statements by the parties. Although an agreement was not immediately reached, settlement discussions continued between the Parties for several days. Through these discussions, the Parties engaged in good faith negotiations and reached an agreement in principle. The Parties negotiated a Confidential Term Sheet ("Term Sheet") memorializing their agreement to settle the Class's claims against Defendant and end the Litigation, and executed the Term Sheet on June 11, 2023. The Term Sheet included, among other things, the Parties' agreement to settle and dismiss with prejudice the Litigation and grant full mutual releases in return for a cash payment of \$290 million by and/or on behalf of Defendant for

the benefit of the Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

C. Team Members

20. The BSF litigation team includes partners David Boies, Sigrid McCawley, Andrew Villacastin, and twenty other lawyers, as well as a full support staff led by experienced paralegals.

21. **David Boies:** David Boies personally served as co-lead counsel in cases such as *In re Grupo Televisa Securities Litigation* (1:18-cv-01979) (S.D.N.Y.), *In re Halliburton Securities Litigation* (13-317), *In re Blue Cross Blue Shield Antitrust Litigation* (2:13-cv-20000) (N.D. Ala.), *In re Takata Airbag Products Liability Litigation* (1:15-md-02599) (S.D. Fla.), *In re Vitamins Antitrust Litigation* (99-7256, 99-7281) (D.D.C.).

22. David Boies, along with Ms. McCawley, has represented survivors of Jeffrey Epstein's sex trafficking enterprise since June 2014. They brought their first case on behalf of survivors against Ghislaine Maxwell in 2015 and their first case against Jeffrey Epstein on behalf of survivors in 2016. They have also represented survivors in civil litigation against Epstein's Estate, *see Farmer v. Indyke, et al.* (1:19-cv-10474); *Farmer v. Indyke, et al.* (No. 1:19-cv-10475); *Helm v. Indyke, et al.* (1:19-cv-10476); *Bryant v. Indyke, et al.* (No. 1:19-cv-10479); *Doe 1000 v. Indyke, et al.* (1:19-cv-10577), and have represented survivors who made applications to the Epstein Victim's Compensation Fund. They have also represented an Epstein survivor in her civil lawsuit against Prince Andrew, *Giuffre v. Andrew* (21-cv-6702) (S.D.N.Y.).

23. **Sigrid McCawley:** Sigrid McCawley is a Managing Partner of BSF. Ms. McCawley's experience and talents have been nationally recognized, having been named Litigator of the Year by The American Lawyer, Top Ten Female Litigator in 2020–2022 by Benchmark Litigation, a finalist for Lawyer of the Year by the American Lawyer in 2022, a finalist for

Attorney of the Year in Florida by Daily Business Review, and numerous other awards. Ms. McCawley has handled some of BSF's most challenging disputes, including securing a \$100 million victory in the landmark case before the U.S. Supreme Court in *In re Halliburton Securities Litigation* (No. 13-317).

24. Ms. McCawley's experience representing survivors of sexual abuse is also well-documented. As noted above, Ms. McCawley has devoted years of her career to advocating on behalf of survivors of Jeffrey Epstein, including in cases against Prince Andrew, Ghislaine Maxwell, and the Epstein Estate. Ms. McCawley was recognized by Forbes Magazine for her "iron clad interrogation skills" during the deposition of Ghislaine Maxwell. Her work contributed to the arrest of Jeffrey Epstein, Ghislaine Maxwell, and Jean Luc Brunel, and resulted in a successful resolution of claims for numerous Epstein survivors. Ms. McCawley's work for survivors of Jeffrey Epstein has been featured on Netflix, Lifetime, 60 Minutes, ABC, NBC, CBS, CNN, and Fox, and has been reported on in *The New York Times* and *The Wall Street Journal*.

25. **Andrew Villacastin:** Andrew Villacastin is a partner at BSF. In 2022, Mr. Villacastin was recognized in the 2023 edition of Best Lawyers in America as Ones to Watch for his work in commercial litigation. Mr. Villacastin also has significant experience litigating class actions—he is currently defending a life insurance company in multiple class action lawsuits and has represented a major bank in multidistrict LIBOR-related actions involving antitrust, securities, RICO, Commodities Exchange Act, and state law claims. As mentioned above, Mr. Villacastin has been a zealous advocate for survivors of Jeffrey Epstein for four years and has worked on many of the aforementioned Epstein-related cases alongside Ms. McCawley.

26. The EHL team includes Bradley Edwards, Brittany Henderson, and six other lawyers, as well as a full support staff led by experienced paralegals.

27. **Bradley Edwards:** Bradley Edwards has extensive experience in all aspects of sexual abuse, human trafficking, and complex litigation and is a board-certified trial lawyer. He specializes in representing crime victims across the country. Since 2008, he has represented Courtney Wild, a woman who was sexually abused by Jeffrey Epstein when she was 14 years old. From 2008 to the present, he has represented more than 70 women in litigation brought against Jeffrey Epstein, his associates, his enablers, and his Estate. He has also sued the U. S. Government for violating the rights of Jeffrey Epstein’s victims pursuant to the Crime Victims’ Rights Act as a result of the secret plea deal that the Government extended to Epstein. He has presented at a number of national conferences and conventions on the legalities of his over-a-decade-long legal battle with Epstein. He received one of the Top 50 verdicts in the United States in 2015, 2016, and 2018 and two of the top Florida verdicts in 2011 and 2012. Throughout his career, he has obtained hundreds of millions of dollars in verdicts and settlements for his clients and has argued and tried cases in District and State courts around the country and before the U.S. Court of Appeals.

28. Mr. Edwards was named Lawyer of the Year by the Daily Business Review in 2020 and Lawyer of the Year in 2021 by the Florida Justice Association, both for his precedent-setting work on behalf of the survivors of Jeffrey Epstein and his work in defining the rights of crime victims in the United States. His professional peers have recognized him as a Top-Rated Lawyer through the Martindale-Hubbell© Peer Review Rating system and with an “AV” rating of “Very High to Preeminent” as a testament to his level of professional excellence and ethics. Mr. Edwards has been certified as a lifetime member of the Million Dollar Advocates Forum and the Multi-Million Dollar Advocates Forum. He has been profiled in the Best Lawyers in America and has been recognized by the National Trial Lawyers and SuperLawyers.

29. **Brittany Henderson:** Brittany Henderson is a partner at EHL, and an experienced trial lawyer recognized as a leader in the representation of crime victims and survivors of sexual abuse in civil litigation. Ms. Henderson was recognized in 2016 for obtaining one of the top 50 jury verdicts in the United States resulting from a high-profile sexual abuse case that was litigated in Federal Court in Chicago, Illinois. Ms. Henderson was again recognized in 2018 after she obtained a \$71 million verdict in state court on behalf of a young woman who was sexually assaulted while working as a crew member on a yacht. Ms. Henderson has represented survivors of Jeffrey Epstein for nearly a decade and played an integral role in helping to establish the Epstein Victim’s Compensation Fund, which was one of the largest and most successful claims fund programs in U. S. history. Ms. Henderson has been recognized repeatedly as a “Rising Star” by SuperLawyers and annually by the National Trial Lawyers Association’s “Top 40 Under 40.”

D. Exhibits in Support of Jane Doe 1’s Motion for Preliminary Approval of Class Action Settlement

12. **Attached are true and accurate copies of the following documents:**
- a. **Exhibit 1:** The Stipulation and Agreement of Settlement, dated June 22, 2023.
 - b. **Exhibit 2:** Declaration of Mediator Layn R. Phillips, dated June 21, 2023.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 22, 2023

Respectfully Submitted,

By: /s/ Bradley J. Edwards

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EXHIBIT

1

**UNITED STATES DISTRICT COURT
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Jane Doe 1, individually and on behalf of all
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JPMorgan Chase Bank, N.A.,

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Case No. 1:22-CV-10019 (JSR)

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated June 22, 2023 (the “Stipulation”), is made and entered into by and between: (i) Class Representative Jane Doe 1 (“Jane Doe 1” or “Class Representative”), on behalf of herself and each Class Member, by and through her counsel of record in the Litigation;¹ and (ii) Defendant JPMorgan Chase Bank, N.A. (“JPMC” or the “Bank”) by and through its counsel of record in the Litigation. The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims, subject to the approval of the Court and the terms and conditions set forth herein.

I. THE LITIGATION

The Litigation is currently pending before Judge Jed S. Rakoff in the United States District Court for the Southern District of New York (the “Court”). The initial complaint in this action was filed on November 24, 2022, and JPMC moved to dismiss the initial complaint on December

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in § IV.1 herein.

30, 2022. Class Representative filed an Amended Complaint (the “Complaint”) on January 13, 2023, which alleged that Defendant violated the Trafficking Victims Protection Act (“TVPA”), 18 U.S.C. §§ 1591, 1594, 1595. The Complaint further alleged Defendant aided, abetted, and facilitated battery, committed intentional infliction of emotional distress, negligently failed to exercise reasonable care to prevent physical harm, and negligently failed to exercise reasonable care as a banking institution providing non-routine banking services. The Complaint alleged that, throughout the Class Period (January 1, 1998, through August 10, 2019, inclusive), JPMC knowingly and intentionally participated in, assisted, supported, and facilitated Jeffrey Epstein’s sex trafficking venture by, while he was a JPMC customer, providing Jeffrey Epstein and his associates with (1) the ability to withdraw hundreds of thousands of dollars in cash, (2) access to wire services, and (3) other banking and investment services while JPMC ignored red flags and failed in their compliance and regulatory responsibilities, and, after he ceased to be a JPMC customer, by failing to comply with applicable banking regulations. Class Representative alleged Class Members—the victims of Jeffrey Epstein’s alleged sex trafficking venture—were harmed by the Bank’s conduct. JPMC contends that it did not violate the TVPA or commit any common law negligence torts, as the Bank merely provided routine banking services to Epstein between 1998 and 2013, after which the Bank terminated its relationship with Epstein and was not involved in his financial activity apart from winding down and transferring his accounts, and was not part of, and did not know of, Epstein’s alleged criminal sex trafficking venture at any point during the Class Period. JPMC denies, *inter alia*, that Class Members, including Class Representative, suffered any harm or damages due to the Bank’s conduct, while acknowledging allegations of abuse by Epstein are serious and may entitle Class Representative or other Class Members to compensation from Epstein’s estate, his criminal co-conspirators, or others.

On February 7, 2023, JPMC moved to dismiss the Complaint. The Court granted in part and denied in part the motion on March 20, 2023. JPMC answered the Complaint on April 10, 2023. On April 28, 2023, Class Representative moved for class certification, which the Court granted on June 12, 2023.

Class Counsel avers that it has worked on the Epstein case for years. Starting back in 2021, Class Counsel began conducting fact investigation and witness interviews and analyzing potential claims related to the Bank, which included the research and drafting of an initial complaint. Throughout the case, the Settling Parties engaged in hard-fought litigation. The Settling Parties conducted extensive fact, class certification, and expert discovery, taking depositions, producing and reviewing hundreds of thousands of pages of documents, and exchanging reports and rebuttal reports of three expert witnesses. The Class had more than 25 lawyers working on the case, and JPMC had a large number of lawyers working at both a large, prominent law firm and a trial litigation boutique. Class Counsel spent extensive hours working with the Class Representative to gather, review, and produce her relevant communications and documents and prepare for her deposition. Class Counsel also conducted extensive fact research and interviewed over fifty witnesses, including several dozen potential victims who were collectively instrumental in identifying the nature of the claims and the extent of the purported liability in this matter. Class Counsel then spent hundreds of hours communicating with potential class members throughout the duration of the case due to the nature and sensitivity of this matter and the importance of the matter to all who have been affected.

The Settling Parties also filed numerous other discovery and procedural motions and spent a significant amount of time meeting and conferring on disputed discovery matters and subsequently requesting relief from the Court during many telephonic and in-court discovery

conferences. Class Counsel spent weeks preparing the Class Representative for her deposition including via Zoom, telephonically, and in person, and represented her at her deposition, taken on two separate dates during the fact discovery period, as well as her court-ordered medical examination under Fed. R. Civ. P. 35. Class Counsel filed a Motion for Class Certification in this case, which required extensive briefing, as well as extensive engagement with experts in support of the Motion. In May 2023, JPMC opposed class certification and filed a *Daubert* motion seeking to exclude expert testimony. On June 12, the Court granted the Class's motion for class certification and denied Defendant's *Daubert* motion as moot.

Also in May 2023, the Parties agreed to engage in mediation. On May 30, 2023, the Settling Parties participated in a confidential mediation with experienced mediators, including retired Judge Layn Phillips of Phillips ADR. The mediation was preceded by the submission of mediation statements by the Settling Parties. The Settling Parties engaged in good faith negotiations and continued engaging in good faith negotiations, with the help of Judge Phillips, after the conclusion of the day-long mediation. The Settling Parties drafted a Confidential Settlement Term Sheet ("Term Sheet"), memorializing their agreement to settle the Class's claims against JPMC and end the Litigation, and executed the Term Sheet on June 11, 2023. The Term Sheet included, among other things, the Settling Parties' agreement to settle and dismiss with prejudice the Litigation and grant full mutual releases in return for a cash payment of \$290 million (\$290,000,000) by and/or on behalf of the Bank for the benefit of the Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

II. JPMC'S DENIALS OF LIABILITY

Throughout this Litigation, JPMC has denied, and continues to deny, each and all of the claims and contentions alleged by Class Representative, individually and/or on behalf of the Class

Members, as well as any and all allegations of fault, liability, wrongdoing, or damages. Among other things, JPMC has expressly denied, and continues to deny, that it participated in the alleged Jeffrey Epstein sex trafficking venture in any way, that any Class Member, including Class Representative, has suffered any damages due to any conduct by JPMC, or that any Class Member, including Class Representative, was harmed by any of JPMC's conduct or the conduct of any Released Defendant Party alleged in the Litigation or that could have been alleged therein, except any conduct relating to or arising from any alleged sexual assault committed by a natural person against any Member of the Class, as described in §§ IV.1.25 & IV.4.1. JPMC maintains that it has meritorious defenses to the claims alleged in the Litigation. JPMC is entering into this Stipulation solely to eliminate the burden, expense, and uncertainty of further protracted litigation. JPMC has determined that it is desirable and beneficial to it that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation. For the avoidance of any doubt, JPMC makes no admission of liability, fault, damages, or any form of wrongdoing whatsoever, and this Settlement in no way represents, and may not be construed as, an admission of the merits of any claim.

III. CLASS REPRESENTATIVE'S CLAIMS AND THE BENEFITS OF SETTLEMENT

Class Representative and Class Counsel believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims asserted therein. However, Class Representative and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation through trial and through appeals. Class Representative and Class Counsel also have accounted for the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in this Litigation. Class Representative and Class Counsel also are mindful of the possible

defenses to the TVPA and common law violations alleged in the Litigation. Class Representative and Class Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Class. Based on their own investigation and evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Class Representative and the Class.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Class Representative (on behalf of herself and the Class Members) and JPMC, by and through their respective counsel that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement, the Litigation and the Released Claims shall be finally, fully and forever, compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation, the following terms, when capitalized, have the meanings specified below:

1.1 “Allocated Amount” means the settlement amount from the Global Settlement Amount assigned to each Participating Claimant by the Claims Administrator in her sole discretion, subject to the terms of this Stipulation. For the avoidance of doubt, the total of all Allocated Amounts cannot exceed the Global Settlement Amount.

1.2 “Claims Administrator” means the individual who will be appointed by the Court to administer the Settlement. The Claims Administrator may designate other individuals to assist in allocating the Global Settlement Amount; all such designated appointees shall have appropriate

qualifications, skills, and relevant experience as determined by the Claims Administrator in her sole discretion.

1.3 “Class Counsel” means Boies Schiller Flexner LLP and Edwards Henderson Lehrman.

1.4 “Class” means all persons who were harmed, injured, exploited, or abused by Jeffrey Epstein, or by any person who is connected to or otherwise associated with Jeffrey Epstein or any Jeffrey Epstein sex trafficking venture, from January 1, 1998, to August 10, 2019, inclusive. This includes, but is not limited to, (1) individuals under the age of 18 who engaged in sexual contact with Epstein and/or a person connected to or otherwise associated with Epstein, and received money or something else of value in exchange for engaging in that sexual contact (even if the sexual contact was perceived to be consensual); (2) individuals aged 18 or older who were forced, coerced, or defrauded into engaging in sexual contact by Epstein and/or anyone connected to Epstein or otherwise associated with Epstein by, for example, using physical force, threatening serious harm or legal action, making a false promise, or causing them to believe that not engaging in sexual contact would result in serious harm, and who received money or something else of value in exchange for engaging in that sexual contact; (3) individuals of any age with whom Epstein, and/or a person connected to or otherwise associated with Epstein, engaged in sexual contact without consent (even if the sexual contact was perceived to be consensual provided that the individual was under the age of 18 at the time of engaging in that contact); and (4) individuals falling into examples (1)-(3) where the sexual contact occurred prior to January 1, 1998, who were harmed during the Class Period by the alleged obstruction of any government investigation or were otherwise harmed by Epstein’s conduct or were prevented within the Class Period from contacting law enforcement or otherwise seeking help by Epstein and/or anyone connected to Epstein or

otherwise associated with Epstein by, for example, physical force, the threat of serious harm or legal action, or making a false promise. JPMC stipulates, agrees, and consents to the definition of “Class” for the sole purpose of the Settlement, and without prejudice to its right to challenge class certification and/or the class definition in the event that this Stipulation or the Settlement is terminated or the Effective Date otherwise fails to occur for any reason. Any petition JPMC files pursuant to Fed. R. Civ. P. 23(f) to appeal the Court’s June 12, 2023, Order granting class certification will not be deemed inconsistent with the terms of the Stipulation or the Settlement if JPMC files a motion to hold the petition in abeyance pending final approval of this Settlement no later than two business days after filing the petition. JPMC shall withdraw any pending petition before the Second Circuit within two business days of the Effective Date.

1.5 “Class Member” or “Member of the Class” means a Person who falls within the definition of the Class as set forth in ¶ 1.4 above.

1.6 “Class Period” means the period from January 1, 1998, to August 10, 2019, inclusive.

1.7 “Court” means the United States District Court for the Southern District of New York.

1.8 “Defendant” means JPMorgan Chase Bank, N.A.

1.9 “Defendant’s Counsel” means Wilmer Cutler Pickering Hale and Dorr LLP and Massey & Gail LLP.

1.10 “Effective Date,” or the date upon which this Settlement becomes “Effective,” means the date that all Participating Claimants, who, in accordance with the process laid out in § IV.5, have been determined to be eligible to receive an Allocated Amount by the Claims Administrator, have been paid from the Qualified Settlement Fund.

1.11 “Escrow Agent” means the Claims Administrator.

1.12 “Final” means, with respect to any order or Judgment of the Court, that such order or Judgment represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of expiration of time for seeking appellate review, without action. Without limitation, an order or Judgment becomes final when: (a) either no appeal therefrom has been filed and the time has passed for any notice of appeal to be timely filed therefrom; or (b) an appeal has been filed and either (i) the court of appeals has either affirmed the order or Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed, or (ii) a higher court has granted further appellate review and that court has either affirmed the underlying order or judgment or affirmed the court of appeals’ decision affirming the Judgment or dismissing the appeal. For purposes of this paragraph, an “appeal” shall include any motion for reconsideration or petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to: (i) attorneys’ fees, costs, or expenses, and (ii) the procedures for determining and paying Allocated Amounts, shall not in any way delay, affect, or preclude the Judgment from becoming Final.

1.13 “Global Settlement Amount” means \$290,000,000 (two-hundred-and-ninety million United States Dollars) in cash to be paid by wire transfer to the Qualified Settlement Fund pursuant to ¶ 2.2 of this Stipulation.

1.14 “Judgment” means the Final Judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit B, as well as any form of final judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B.

1.15 “Litigation” means the action captioned *Jane Doe 1 v. JPMorgan Chase Bank, N.A.*, Case No. 1:22-CV-10019 (JSR) now pending in the United States District Court for the Southern District of New York.

1.16 “Net Settlement Fund” means the Global Settlement Amount less: (i) any Court-awarded attorneys’ fees, expenses, and interest thereon; (ii) Notice and Administration Expenses (defined in ¶ 2.8 below); (iii) Taxes (defined in ¶ 2.10(b) below); and (iv) any other Court-approved deductions.

1.17 “Notice” means the notice of settlement to be provided to Class Members, available at Exhibit A-1. Notice will be provided within 10 calendar days following the Court’s preliminary approval of the Settlement.

1.18 “Notice Period” is the period of time from the day Notice is provided through the deadline to submit a Questionnaire and Release.

1.19 “Opt-Out Form” means the Court-approved Form completed by any member of the Court-certified settlement class who wishes to opt out of the class. All such forms must be submitted to the Claims Administrator no later than 30 days after Notice is provided. The Claims Administrator will notify Class Counsel and Defendant’s Counsel of the name of each person who submits an Opt-Out Form within 7 days thereafter.

1.20 “Participating Claimant” means any Member of the Class who submits the required Questionnaire and Release to the Claims Administrator for determination of an

Allocated Amount. A Member of the Class is a Participating Claimant regardless of whether she is determined to be entitled to an Allocated Amount by the Claims Administrator.

1.21 “Person(s)” means an individual, corporation (including all divisions and subsidiaries thereof), limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees when acting in their capacity as such.

1.22 “Plan of Allocation” means the proposed plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Participating Claimants in Allocated Amounts.

1.23 “Qualified Settlement Fund” means an account maintained at a financial institution where the Global Settlement Amount will be held in escrow. Such account will be funded by JPMC within fifteen business days after preliminary approval of the Settlement by the Court.

1.24 “Questionnaire and Release” means the forms that each Participating Claimant must submit to be eligible for an Allocated Amount. The Questionnaire and Release must be submitted to the Claims Administrator no later than 60 days after Notice is provided.

1.25 “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or

contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Defendant Parties that the Released Plaintiff Parties (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the Litigation against the Released Defendant Parties, (c) could in the future assert in any other action or forum assert against the Released Defendant Parties, (d) have relating to or arising from any harm, injury, abuse, exploitation, or trafficking by Jeffrey Epstein or by any Person who is in any way connected to or otherwise associated with Jeffrey Epstein, or (e) have arising from or connected in any way to the employment with JPMC of any natural person who is a Released Defendant Party. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who submits an Opt-Out Form that is accepted by the Court; (ii) claims relating to the enforcement of the Settlement; or (iii) any individual claims against any natural person who is a Released Defendant Party for any alleged sexual assault committed by that natural person against any Member of the Class. For the avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any Class Members’ claims against any natural person who sexually abused them. This release is intended to release, to the maximum extent allowable under law, any claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable

theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, that could be brought to recover damages from the Released Defendant Parties on behalf of a Member of the Class by any other party, including any sovereign or government, relating to or arising from any Member of the Class's harm, injury, abuse, exploitation, or trafficking by Jeffrey Epstein or by any person who is in any way connected to or otherwise associated with Jeffrey Epstein, as well as any right to recovery on account thereof.

1.26 "Released Defendants' Claims" means any and all claims, rights and causes of action of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, except for claims relating to the enforcement of the Settlement.

1.27 "Released Defendant Party" or "Released Defendant Parties" mean (i) any and all of Defendant and Defendant's Counsel and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing's respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives,

and successors-in-interest. For avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties' claims, rights, or causes of action against their insurers and reinsurers. Nothing contained in this Stipulation of Settlement shall constitute a release of any Class Members' claims against any natural person who sexually abused them.

1.28 "Released Plaintiff Party" or "Released Plaintiff Parties" means (i) any and all Class Members, Participating Claimants, Class Representatives, Class Counsel, and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing's respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest. Released Plaintiff Parties does not include any Person who would otherwise be a Member of the Class but who properly exclude(s) themselves by filing a valid and timely Opt-Out Form. For avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties' claims, rights, or causes of action against their insurers and reinsurers.

1.29 "Settlement" means the resolution of the Litigation in accordance with the terms and provisions of this Stipulation.

1.30 "Class Representative" means Jane Doe 1.

1.31 "Settlement Forms" means the Questionnaire and Release, and the Opt-Out Form, collectively.

1.32 “Settlement Hearing” means the hearing to be set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

1.33 “Settling Parties” means the Released Defendant Parties and Released Plaintiff Parties.

1.34 “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims against Released Defendant Parties that any of the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Released Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs’ Claims, and (b) any and all Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent,

whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Released Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

2. The Settlement

2.1 The obligations incurred pursuant to the Stipulation are: (a) subject to approval by the Court and the Judgment (reflecting such approval) becoming Final; and (b) in full and final disposition of the Litigation and the Released Claims, subject to the terms and conditions set forth herein.

a. The Settlement Amount

2.2 In full and final settlement of the claims asserted in the Litigation and in consideration of the releases specified in ¶¶ 4.1–4.3 herein, JPMC shall pay or cause to be paid the Global Settlement Amount by wire transfer to the Qualified Settlement Fund within fifteen (15) business days of the Court granting preliminary approval of the Settlement. The Parties agree that the compensation is for a personal physical injury and personal physical sickness resulting from alleged misconduct and emotional distress attributable to such personal physical injuries and personal physical sickness. If the entire Settlement Amount is not timely paid to the Qualified Settlement Fund, Class Counsel may terminate this Stipulation and the Settlement, but only upon condition that: (i) Class Counsel has first notified Defendant’s Counsel in writing of Class

Counsel's intention to terminate this Stipulation and the Settlement, and (ii) the entire Settlement Amount is not transferred to the Qualified Settlement Fund within five (5) business days after Class Counsel has provided such written notice.

2.3 JPMC's sole monetary obligations are to pay or cause to be paid the Global Settlement Amount into the Qualified Settlement Fund set forth in ¶ 2.2 herein. Funds from the Qualified Settlement Fund will be used to pay all costs and expenses related to satisfying the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 *et seq.* ("CAFA"), and JPMC shall not be liable for any other amount or amounts, including for any attorneys' fees and expenses. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund, distributions or other payments from the Qualified Settlement Fund, or the filing of any federal, state, or local returns.

2.4 The Escrow Agent shall hold the Global Settlement Amount deposited pursuant to ¶ 2.2 in a Qualified Settlement Fund insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits.

2.5 The Escrow Agent shall not disburse any part of the Qualified Settlement Fund except as provided in this Stipulation or by an order of the Court.

2.6 Subject to further order(s) and/or directions as may be made by the Court, the

Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Stipulation. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent or any transaction executed by the Escrow Agent.

2.7 All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

2.8 The Claims Administrator's reasonable costs and expenses actually incurred in connection with providing notice of the Settlement through a dedicated website, and by publication in *USA Today*, assisting with the submission of Claims, processing Settlement Forms, administering the Settlement, and paying any applicable taxes, fees and costs, if any ("Notice and Administration Expenses") shall be paid from the Global Settlement Amount.

2.9 It shall be the responsibility of Class Counsel and the Claims Administrator to disseminate the Notice, Settlement Forms, and Summary Notice (as defined in ¶ 3.1 below) to Class Members in accordance with this Stipulation and as ordered by the Court. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the notice process, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto, including any claims that may arise from any failure of the notice process.

c. Taxes

2.10 The Settling Parties agree as follows:

(a) The Parties agree that any compensation to Class Members pursuant to this Settlement is for a personal physical injury and personal physical sickness resulting from alleged misconduct and emotional distress attributable to such personal physical injuries and personal

physical sickness. The Parties and the Escrow Agent agree to treat the Qualified Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (26 C.F.R. § 1.468B-1), and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Qualified Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Claims Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 2.10, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)(ii)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel or its designee to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of section 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Claims Administrator or its designee. The Claims Administrator or its designee shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Qualified Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 2.10(a) hereof) shall be consistent with this ¶ 2.10 and in all events shall reflect that all taxes (including any estimated taxes, interest, or penalties) (“Taxes”) on the income earned by the Qualified Settlement Fund shall be paid out of the Qualified Settlement Fund.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly following execution of this Stipulation, Class Counsel shall submit this

Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Stipulation, and approval for Notice and publication of a summary notice (“Summary Notice”), substantially in the forms of Exhibits A-1 and A-2 attached hereto. The Notice shall include the general terms of the Settlement set forth in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application (defined in ¶ 6.1 below), and the date of the Settlement Hearing.

3.2 Class Counsel shall cause the Claims Administrator to disseminate the Notice and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court. Class Members shall have no recourse as to the Released Defendant Parties with respect to any claims they may have that arise from any failure of the notice process.

3.3 Class Counsel shall request that, after notice is given and not earlier than 125 calendar days after the later of the dates on which the appropriate federal official and the appropriate state officials are provided with notice pursuant to CAFA, the Court hold the Settlement Hearing and approve the Settlement of the Litigation as set forth herein. At or after the Settlement Hearing, Class Counsel also will request that the Court approve the Fee and Expense Application, if any (as defined in ¶ 6.1 below).

4. Releases

4.1 Upon the Effective Date, the Released Plaintiff Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs’ Claims against any and all of the Released Defendant Parties and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any

court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Party shares in the Global Settlement Amount. Claims to enforce the terms of this Stipulation are not released. Any individual claims by any Class Member against any natural person who is a Released Defendant Party for any alleged sexual assault committed by that natural person against any Member of the Class are not released. For the avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any of the Class Members' claims against any natural person who sexually abused them.

4.2 Upon the Effective Date, each of the Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims against Released Plaintiff Parties. For avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties' claims, rights, or causes of action against their insurers and reinsurers.

4.3 All Class Members who apply for an Allocated Amount will submit an additional release form included within the Questionnaire and Release.

5. Evaluation of Claims, Plan of Allocation, Final Awards, Supervision and Distribution of the Settlement Fund, and Reversion

5.1 The Claims Administrator shall evaluate the Claims submitted by Participating Claimants to determine the Allocated Amount. In order to claim an Allocated Amount, Participating Claimants must submit a Questionnaire and Release, signed under penalty of perjury.

5.2 Following receipt of a Participating Claimant's Questionnaire and Release, in order to determine their Allocated Amount, the Claims Administrator shall consider the following information: the circumstances, severity, type, and extent of the alleged harm, injury, exploitation, abuse or trafficking, the nature and duration of the relationship with Epstein, any cooperation with

government investigations or refusal to cooperate with government investigations or refusal to cooperate with this civil litigation including any convictions relating to Epstein's sex trafficking venture, and the impact of the alleged conduct on the Participating Claimant, and the extent of recovery, if any, in *Jane Doe 1, et al, v. Deutsche Bank Aktiengesellschaft, et. al.*, Case No. 1:22-CV-10018 (JSR).

5.3 Participating Claimants shall submit under penalty of perjury such other supporting documents or material, if any, to the Claims Administrator as the Claims Administrator may request within an agreed upon timeframe.

5.4 For the avoidance of doubt, should the Claims Administrator have concerns as to the accuracy of a Participating Claimant's claim form answers, Questionnaire answers, allegations, or any other information submitted, the Claims Administrator shall promptly notify Class Counsel in writing of those concerns, and Class Counsel will make such response as they believe appropriate. Should the Claims Administrator then find that the Participating Claimant's allegations lack credibility, the Claims Administrator shall take that finding into consideration in making her award and, if appropriate, shall deny such individual any allocation of the Global Settlement Amount. The Claims Administrator's determination with respect to eligibility shall be final.

5.5 The Claims Administrator will hold a meeting (by telephone, video, or in person, at the Claim Administrator's sole discretion) with each Participating Claimant, who (i) submits a Questionnaire and/or supporting documentation, and (ii) requests such a meeting.

5.6 The Claims Administrator shall provide in writing to Class Counsel and counsel for JPMC, simultaneously and in a manner that ensures confidentiality, the Allocated Amounts for all Participating Claimants on the same date within a date to be agreed upon by the Parties.

5.7 The Released Defendant Parties and Class Counsel shall have no responsibility for, or role whatsoever in, the administration of the Settlement or the actions or decisions of the Claims Administrator. The Released Defendant Parties shall have no liability whatsoever to the Released Plaintiff Parties, including Class Representative, or any other Class Members, in connection with such administration, which includes, but is not limited to: (i) any act, omission, or determination by Class Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management of the Qualified Settlement Fund or the Net Settlement Fund, or the distribution of the Net Settlement Fund; (iii) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or costs incurred with the taxation of the Qualified Settlement Fund or the filing of any federal, state, or local returns.

5.8 The Qualified Settlement Fund shall be applied as follows:

- (a) to pay Notice and Administration Expenses;
- (b) to pay the Taxes and Tax Expenses described in ¶ 2.10;
- (c) to pay, in accordance with ¶¶ 6.1 – 6.4 herein, attorneys’ fees and expenses of Class Counsel and to pay any amount to the Class Representative for her reasonable costs and expenses, if and to the extent allowed by the Court (the “Fee and Expense Award”); and
- (d) after the Effective Date, to distribute the Net Settlement Fund to Participating Claimants as provided by this Stipulation, subject to any modifications to the Stipulation ordered by the Court.

5.9 Except as provided herein or otherwise ordered by the Court, all Class Members who fail to timely submit any Settlement Forms shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will, in all other respects, be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment, and will forever be barred from bringing any action against the Released Defendant Parties concerning the Released Plaintiffs' Claims.

5.10 Each Participating Claimant who has not excluded himself or herself from the Class, within 30 days after Notice is provided and using the Court-approved Opt-Out Form defined in ¶ 1.19, shall be deemed to have submitted to the jurisdiction of the Court with respect to such Participating Claimant's claim to the Net Settlement Fund.

5.11 Following the Effective Date, the Net Settlement Fund shall be distributed to the Participating Claimants pursuant to the terms of this Stipulation.

5.12 The Released Defendant Parties shall have no responsibility for, role in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the determination, administration, or calculation of Claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection with any of the foregoing. No Person shall have any claim of any kind against the Released Defendant Parties with respect to the matters set forth in ¶¶ 5.1–5.10 hereof; and the Released Plaintiff Parties release the Released Defendant Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

5.13 No Person shall have any claim against the Released Defendant Parties, Released Plaintiff Parties, or any other Person designated by Class Counsel based on determinations or distributions made in good faith and substantially in accordance with this Stipulation and the

Settlement contained herein, or further order(s) of the Court.

5.14 If, upon the resolution of all claims asserted by the Participating Claimants and after the payment of all other amounts to be paid under this agreement, there is a positive remainder of the Global Settlement Amount, all such funds shall be distributed to a charitable organization to be determined in a mutually agreeable fashion by the Settling Parties.

6. Class Counsel’s Attorneys’ Fees and Expenses

6.1 Class Counsel may submit an application (the “Fee and Expense Application”) for distribution from the Qualified Settlement Fund for: (a) an award of attorneys’ fees of up to 30% of the Global Settlement Amount (pursuant to ¶ 6.3); plus (b) expenses and charges in connection with prosecuting the Litigation; plus (c) any interest earned on such attorneys’ fees and expenses at the same rate and for the same periods as earned by the Qualified Settlement Fund (until paid) as may be awarded by the Court. JPMC shall take no position with respect to the Fee and Expense Application.

6.2 Any fees, costs, and expenses, as awarded by the Court, shall be paid to Class Counsel from the Qualified Settlement Fund, as ordered, immediately after the Court enters the Final Judgment or an order awarding such fees, costs, and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral proceedings related to this Litigation. Class Counsel may thereafter allocate the attorneys’ fees, costs, and expenses in a manner in which it in good faith believes reflects the contributions of each firm to the initiation, prosecution, and resolution of the Litigation. In the event that the award of attorneys’ fees is overturned or reduced on appeal, Class Counsel must return such funds to the Qualified Settlement Fund or as ordered by the Court.

6.3 Any fees and/or expenses awarded by the Court shall be paid solely from and out

of the Qualified Settlement Fund. With the sole exception of JPMC's obligation to pay or cause the Global Settlement Amount to be paid into the Qualified Settlement Fund as provided for in ¶ 2.2, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of any attorneys' fees and/or expenses (including Taxes). For the avoidance of doubt, any payment of attorneys' fees shall be made solely from and out of the Qualified Settlement Fund, and any payment of fees does not reflect an indemnification by any Defendant or insurer.

6.4 Other than JPMC's obligation to pay or cause the Global Settlement Amount to be paid into the Qualified Settlement Fund as provided in ¶ 2.2, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expense (including Taxes) incurred by or on behalf of any Released Plaintiff Party, whether or not paid from the Qualified Settlement Fund.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1 Within 14 days after the end of the Notice Period, Defendant has a right to terminate the Settlement pursuant to ¶ 10 of the Term Sheet.

7.2 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Preliminary Approval Order, or an order substantially in the form of Exhibit A attached hereto or as may be subsequently agreed to by the Settling Parties per ¶ 7.3 below, directing notice to the Class, as required by ¶ 3.1 hereof;

(b) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto or as may be

subsequently agreed to by the Settling Parties per ¶ 7.3 below; and

(c) the Global Settlement Amount has been deposited into the Qualified Settlement Fund.

7.3 Upon the Effective Date, any and all remaining interest or right of the Defendant in the Global Settlement Amount, if any, shall be absolutely and forever extinguished, except as otherwise provided in this Stipulation, including in ¶ 5.14 and ¶ 7.1. If the conditions specified in ¶ 7.2 hereof are not met, then this Stipulation and the Settlement shall be terminated subject to ¶ 7.4 hereof, unless the Settling Parties mutually agree in writing to proceed with the Settlement. For avoidance of doubt, no order of the Court or modification or reversal on appeal of any order of the Court concerning the amount of any attorneys' fees, expenses, and interest awarded by the Court to Class Counsel or expenses or awards to Class Representative shall operate to terminate this Stipulation or constitute grounds for termination of the Stipulation.

7.4 In the event this Stipulation or the Settlement is terminated or the Effective Date otherwise fails to occur for any reason, any amounts remaining in the Qualified Settlement Fund shall be returned to JPMC, together with any interest earned on the Global Settlement Amount.

7.5 In the event this Stipulation or the Settlement is terminated or the Effective Date otherwise fails to occur for any reason, the Settling Parties shall be restored to their respective positions in the Litigation within five (5) business days of such failure and shall meet and confer regarding a new case schedule for the Litigation. In the event of termination, the terms and provisions of the Stipulation shall have no further force and effect with respect to the Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of

any order of the Court concerning the amount of any attorneys' fees, expenses, and interest awarded by the Court to Class Counsel or expenses or awards to Class Representative shall operate to terminate this Stipulation or constitute grounds for termination of the Stipulation.

7.6 JPMC warrants and represents that, as of the time of entering this Stipulation, it is not "insolvent" within the meaning of 11 U.S.C. § 101(32), nor will the payment required to be made by it render it insolvent. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Global Settlement Amount, or any portion thereof, by or on behalf of JPMC to be a preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the U.S. Code or applicable state or similar foreign law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Qualified Settlement Fund by or on behalf of JPMC, then, at the election of Class Counsel, this Stipulation and the Settlement may be terminated and the releases given and the judgment entered in favor of JPMC pursuant to the Settlement and this Stipulation shall be null and void.

8. No Admission of Liability

8.1 Neither the Term Sheet, this Stipulation (whether or not consummated), the Motion for Preliminary Approval, including the Exhibits thereto, the negotiations leading to the execution of the Term Sheet or this Stipulation and the Settlement, nor any proceedings, discussions, communications, drafts, documents, or agreements taken pursuant to or in connection with this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered or received against any Released Defendant Party in any action as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Defendant Party of the truth of any allegations by Class Representative or

any member of the Class or the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, including, but not limited to, litigation of the Released Plaintiffs' Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any Released Defendant Party or in any way referred to for any other reason as against any Released Defendant Party, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered or received against or to the prejudice of any Released Defendant Party in any action as evidence of a presumption, concession, or admission of liability for any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Released Defendant Party, or against Class Representative or any member of the Class as evidence of any infirmity in the claims of Class Representative and the Class;

(c) shall be offered or received against any Released Defendant Party in any action as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation is approved by the Court, Released Defendant Parties may refer to it to effectuate the releases and rights granted them hereunder; or

(d) shall be construed against any Released Defendant Party, Class Representative, or the Class as evidence of a presumption, concession, or admission that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial or in any proceeding other than this Settlement.

9. Miscellaneous Provisions

9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

9.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between the Class and JPMC with respect to the Litigation. The Settlement shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel and with the assistance of experienced mediators.

9.3 The Settling Parties negotiate a mutually agreeable joint statement at the time the Settlement is made public. Counsel for both parties will agree not to say anything beyond what is included in the agreed-upon joint statement that disparages the other party, provided however, that if a party makes a statement of or concerning counsel for the other party, such counsel may respond.

9.4 All the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by reference.

9.5 This Stipulation, along with its Exhibits, may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9.6 This Stipulation and the Exhibits attached hereto, constitute the entire agreement among the Settling Parties hereto as to the subject matter hereof and supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties, including, but not limited to, the Parties' confidential Term Sheet dated June 11, 2023 (except

paragraph 10 of that Term Sheet). Each Settling Party expressly disclaims any reliance on any representations, warranties, or inducements concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents.

9.7 Except as otherwise provided herein, or otherwise agreed to in writing by the Settling Parties, each Settling Party shall bear his, her, or its own fees and costs.

9.8 Class Counsel represents and warrants that it is expressly authorized by Class Representative to take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation to effectuate its terms and is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Class which it deems appropriate.

9.9 Each counsel or other Person executing this Stipulation, its Exhibits, or any related Settlement document, on behalf of any Settling Party hereby warrants that such Person has the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

9.10 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent electronically shall be deemed originals.

9.11 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) on the day when they are delivered by hand to the recipient law firm or organization; (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) or by e-mail; or (iii) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Class Representative or to Class Counsel:

BOIES SCHILLER FLEXNER LLP
David Boies
Sigrid McCawley
Andrew Villacastin
55 Hudson Yards, 20th Floor
New York, NY 10001
Tel: (212) 446-2300
dboies@bsfllp.com
smccawley@bsfllp.com
avillacastin@bsfllp.com

If to Defendant or to Defendant's Counsel:

WILMER CUTLER PICKERING HALE AND DORR LLP
Alan Schoenfeld
Boyd M. Johnson III
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Tel: (212) 937-7294
alan.schoenfeld@wilmerhale.com
boyd.johnson@wilmerhale.com

9.12 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

9.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters related to the Settlement.

9.14 Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

9.15 The waiver by one Settling Party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other Settling Party or a waiver of any other prior or subsequent breach of this Stipulation.

9.16 No opinion or advice concerning the tax consequences of the proposed settlement to individual Class Members is being given or will be given by the parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

9.17 Pending approval of the Court of this Stipulation and its Exhibits, all non-settlement-related proceedings in this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

9.18 This Stipulation shall not be construed more strictly against one Settling Party than another merely because it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that the Stipulation is the result of arm's-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

9.19 The headings in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect.

9.20 All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

9.21 Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without

limitation, attorney-client privilege, joint defense privilege, or work product protection.

9.22 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

9.23 This Stipulation and its Exhibits shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to its choice-of-law principles, except to the extent that federal law requires that federal law govern.

9.24 The Settling Parties shall cooperate to determine the form of notice to be provided for the purpose of satisfying the requirements of CAFA (“CAFA Notice”) and the identity of those who will receive the CAFA Notice. The Settling Parties will cooperate to serve the CAFA Notices. The cost of CAFA notice will be paid from the Qualified Settlement Fund.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys.

EDWARDS HENDERSON LEHRMAN

/s/ Bradley J. Edwards

BRADLEY J. EDWARDS

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Sabina Mariella
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Class Counsel

**WILMER CUTLER PICKERING HALE AND
DORR LLP**

/s/ Alan Schoenfeld

ALAN SCHOENFELD

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Counsel for JPMorgan Chase Bank, N.A.

EXHIBIT A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Jane Doe 1, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

JPMorgan Chase Bank, N.A.,

Defendant.

Case No. 1:22-CV-10019 (JSR)

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

TO: ALL VICTIMS OF JEFFREY EPSTEIN’S SEX TRAFFICKING VENTURE DURING THE TIME PERIOD JANUARY 1, 1998, TO AUGUST 10, 2019 (THE “CLASS PERIOD”).

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU (OR CLASS COUNSEL ON YOUR BEHALF) MUST TIMELY SUBMIT A QUESTIONNAIRE AND RELEASE BY _____, 2023. IF YOU (OR CLASS COUNSEL ON YOUR BEHALF) SUBMIT A QUESTIONNAIRE AND RELEASE AND ARE DETERMINED TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT, YOU WILL RECEIVE A PAYMENT.¹

TO OPT-OUT OF THE SETTLEMENT AND PRESERVE YOUR CLAIMS YOU MUST TIMELY SUBMIT AN OPT-OUT FORM BY _____, 2023.

THIS NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION (“NOTICE”) WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the United States District Court for the Southern District of New York (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit for \$290 million in cash (the “Settlement”) and the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as set forth in the Stipulation of Settlement dated June 22, 2023 (the “Stipulation”) by and between Class Representative Jane Doe 1 (“Class Representative”), on behalf of itself and the Class Members (as defined below), on the one hand, and Defendant JPMorgan Chase Bank N.A. (“Defendant”), on the other hand. You may be a Class Member eligible to receive compensation related to the Settlement.

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a “Class Member” if you were abused or trafficked by Jeffrey Epstein and/or his associates during the period between January 1, 1998, and August 10, 2019, as defined below:

¹ The Questionnaire and the Opt-Out Form are collectively referred to herein as the “Settlement Forms.” The Stipulation of Settlement (the “Stipulation”) can be viewed and/or downloaded at [\[X\]](#). All capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Stipulation, the definition in the Stipulation controls. A copy of the Stipulation is available by contacting the Claims Administrator or visiting the website [\[X\]](#).

All persons who were harmed, injured, exploited, or abused by Jeffrey Epstein, or by any person who is connected to or otherwise associated with Jeffrey Epstein or any Jeffrey Epstein sex trafficking venture, between January 1, 1998, and through August 10, 2019. This includes, but is not limited to, (1) individuals under the age of 18 who engaged in sexual contact with Epstein and/or a person connected to or otherwise associated with Epstein, and received money or something else of value in exchange for engaging in that sexual contact (even if the sexual contact was perceived to be consensual); (2) individuals aged 18 or older who were forced, coerced, or defrauded into engaging in sexual contact by Epstein and/or anyone connected to Epstein or otherwise associated with Epstein by, for example, using physical force, threatening serious harm or legal action, making a false promise, or causing them to believe that not engaging in sexual contact would result in serious harm, and who received money or something else of value in exchange for engaging in that sexual contact; (3) individuals of any age with whom Epstein, and/or a person connected to or otherwise associated with Epstein, engaged in sexual contact without consent (even if the sexual contact was perceived to be consensual provided that the individual was under the age of 18 at the time of engaging in that contact); and (4) individuals falling into examples (1)-(3) where the sexual contact occurred prior to January 1, 1998, who were harmed during the Class Period by the alleged obstruction of any government investigation or were otherwise harmed by Epstein’s conduct or were prevented within the Class Period from contacting law enforcement or otherwise seeking help by Epstein and/or anyone connected to Epstein or otherwise associated with Epstein by, for example, physical force, the threat of serious harm or legal action, or making a false promise.

The “Class” includes any “Class Member” as defined immediately above.

As set forth in the Stipulation, the following are not eligible Class Members: Defendant; members of the Immediate Family of any Defendant who is an individual; current and former directors and officers of JPMorgan Chase Bank N.A.; Defendant’s current and former legal representatives, heirs, successors, or assigns, and any entity in which Defendant has or had a controlling interest; and anyone who timely and validly requests exclusion (*i.e.* opts out) pursuant to the requirements described on page [redacted] below.

PLEASE NOTE: You may apply for payment pursuant to this Settlement by timely completing a Questionnaire and Release. The Questionnaire and Release will be reviewed by the Claims Administrator to determine that you are eligible to receive an Allocated Amount from the Net Settlement Fund. If the Claims Administrator determines that you are entitled to an Allocated Amount, you will receive a payment in an amount determined by the Claims Administrator following final approval of the settlement. The Questionnaire and Release and the required supporting documentation as set forth therein, postmarked or submitted online on or before [redacted], 2023.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A QUESTIONNAIRE AND RELEASE TO BE ELIGIBLE TO RECEIVE A PAYMENT | In order to be eligible to receive any payment from the Settlement, you (or Class Counsel on your behalf) must submit a Questionnaire and Release to the Claims Administrator. The Questionnaire and Release must be postmarked (if mailed) or received (if submitted online) on or before _____, 2023. If the Claims Administrator determines you are entitled to receive an Allocated Amount, you will receive a payment from the Settlement. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION (OPT-OUT FORM) | If you choose to exclude yourself from the Settlement, then you will get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against any of the Defendant or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendant and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Opt-Out Forms must be received on or before _____, 2023. |
| OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION | Write to the Court about why you do not like the Settlement. Objections must be received on or before _____, 2023. |
| GO TO THE HEARING ON _____, 2023 AND FILE A NOTICE OF | Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received on or before _____, 2023. If you submit a |

| | |
|----------------------------|---|
| INTENTION TO APPEAR | written objection, you may (but you do not have to) attend the hearing. |
| DO NOTHING | As a Class Member, you are not required to apply for any funds from the Settlement. You may instead choose to do nothing and you will not receive any payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendant or any other Released Defendant Party about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation. |

SUMMARY OF THIS NOTICE

Description of the Litigation and the Class

This Notice relates to a proposed settlement of claims in a pending class action brought by victims of Jeffrey E. Epstein’s (“Epstein”) sex trafficking venture, which alleged, among other things, that Defendant violated the Trafficking Victims Protection Act (“TVPA”) by providing and his associates with the ability to withdraw large sums of cash and access to wire services and failing in their compliance and regulatory obligations to report suspicious conduct by Epstein and his associates. A more detailed description of the Litigation is set forth on page 4 below. The proposed Settlement, if approved by the Court, will settle claims of all Class Members.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$290 million settlement fund has been established (the “Global Settlement Amount”). The Global Settlement Amount, together with any interest earned thereon, will be deposited in a “Qualified Settlement Fund.” The Qualified Settlement Fund, less (a) any taxes, (b) any Notice and Administration Expenses, and (c) any attorneys’ fees and litigation costs, charges, and expenses (including any award to the Class Representative of her costs and expenses in representing the Class) awarded by the Court, and interest thereon, is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to Class Members in accordance with a plan of allocation described in the Stipulation of Settlement and below on pages [] (“Plan of Allocation”). Distribution under the Plan of Allocation will vary based on each Participating Claimant’s submissions to the Claims Administrator. ***Class Members should note that any particular distribution is not guaranteed.*** A Class Member’s actual recovery will be determined by the information provided to the Class Administrator. See Plan of Allocation set forth and discussed at page 5 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendant denies that they are liable to the Class and deny that the Class has suffered any injury or damages. The issues on which the parties disagree are many but include: (1) whether Defendant engaged in conduct that would give rise to any liability to the Class under the TVPA; (2) whether Defendant has valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount of damages (if at all) suffered during the Class Period; (4) the extent to which (if at all) Defendant was negligent; and (5) the extent to which (if at all) Defendant’s conduct obstructed government investigation into Epstein’s sex trafficking venture.

Statement of Attorneys’ Fees and Expenses Sought

Boies Schiller Flexner LLP (“BSF”) and Edwards Henderson Lehrman (“EHL”) as Class Counsel will apply to the Court for an award of attorneys’ fees not to exceed thirty percent (30%) of the Global Settlement Amount plus costs, charges, and expenses not to exceed \$2,500,000.00 plus interest earned on both amounts at the same rate as earned by the Global Settlement Fund. Since being named Class Counsel, BSF and EHL have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery.

Further Information

For further information regarding the Litigation or this Notice or to review the Stipulation, please contact the Claims Administrator toll-free at [X] or visit the website [X].

You may also contact a representative of counsel for the Class: Brittany Henderson or Bradley Edwards at Edwards Henderson Lehrman: 1501 Broadway, 12th Floor, New York, New York 10036; 954-524-2820; EpsteinJPMSettlement@epllc.com.

Please Do Not Call the Court or Defendant with Questions About the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

THE ALLEGATIONS

The Litigation is currently pending before the Honorable Jed S. Rakoff in the United States District Court for the Southern District of New York (the “Court”). The initial complaint in this action was filed on November 24, 2022 and an amended complaint was filed on January 13, 2023 (the “Complaint”).

Class Representative’s Complaint alleges that Defendant violated §§ 1591(a)(1), (2); 1591(d); 1594(c); and 1595 of the TVPA and New York state law. More specifically, the Class Representative alleges that during the Class Period, Defendant provided Epstein and his associates with the ability to withdraw cash and access wire services despite knowing about Epstein’s sex trafficking venture. Additionally, the Class Representative alleges Defendant helped Epstein and his associates avoid regulatory scrutiny and criminal prosecution through failing in Defendant’s compliance and regulatory obligations so that Defendant could profit from Epstein and his associates. The Class Representative alleges that Defendant’s conduct through its non-typical banking relationship with Epstein damaged victims of Epstein’s sex trafficking venture.

Defendant denies all of the Class Representative’s claims, allegations, and contentions of fault, liability, wrongdoing, and damages. Defendant contends that they had a normal banking relationship with Epstein and no knowledge that Epstein was engaged in a sex trafficking venture during the time that he was a JPMorgan Chase Bank N.A. client and that JPMorgan Chase Bank N.A. did not engage in any conduct that resulted in harm to alleged victims of Epstein’s sex trafficking venture.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANT IS LIABLE TO CLASS REPRESENTATIVE OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

PROCEDURAL HISTORY

On February 7, 2023, Defendant moved to dismiss the Complaint. The Court granted in part and denied in part the motion on March 20, 2023. Defendant initially answered the Complaint on April 10, 2023. On April 28, 2023, the Class Representative moved for class certification. On June 12, 2023, the Court certified the Class.

On May 30, 2023, the Settling Parties participated in a confidential mediation with experienced mediators in this area, including Layn Phillips of Phillips ADR and members of his team. The mediation was preceded by the submission of mediation statements by the Settling Parties. The Settling Parties engaged in good faith negotiations and reached an agreement in principle. The Settling Parties drafted a Confidential Term Sheet (“Term Sheet”) memorializing their agreement to settle all Class Members’ claims against JPMorgan Chase Bank N.A. and end the Litigation. The Settling Parties executed the Term Sheet on June 11, 2023. The Term Sheet included, among other things, the Settling Parties’ agreement to settle and dismiss with prejudice the Litigation and grant full mutual releases in return for a cash payment of \$290 million (\$290,000,000) by and/or on behalf of the Bank for the benefit of Class Members, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. The Stipulation (together with the Exhibits thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Settling Parties.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$290 million. This fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement including attorneys’ fees and expenses as approved by the Court, will be distributed to Eligible and Participating Class

Members pursuant to the Plan of Allocation that is described in the next section of this Notice and in the Stipulation of Settlement.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Class Members based on their respective alleged economic losses resulting from the TVPA and negligence claims alleged in the Litigation pursuant to the terms of the Stipulation.

The Claims Administrator, [To Be Determined by the Court], shall determine a Class Member's assigned settlement amount (the "Allocated Amount"), from the Global Settlement Amount. In determining an Allocated Amount, the Claims Administrator shall consider the following:

- a. Questionnaire: As discussed above, Class Members who wish to qualify as Participating Claimants shall submit the Questionnaire and Release, along with supporting documentation to the Claims Administrator within an agreed upon timeframe. All Questionnaires and Releases shall be signed by the Class Member under penalty of perjury.
- b. Factors: Following receipt of a Class Member's Questionnaire and Release, in order to determine her Allocated Amount, the Claims Administrator shall consider the following information: the circumstances, severity, type, and extent of the alleged harm, injury, exploitation, abuse or trafficking, the nature and duration of the relationship with Epstein, any cooperation with government investigations or refusal to cooperate with government investigations or refusal to cooperate with this civil litigation including any convictions relating to Epstein's sex trafficking venture, and the impact of the alleged conduct on the Participating Claimant, and the extent of recovery in *Jane Doe I, et al, v. Deutsche Bank Aktiengesellschaft, et. al.*, Case No. 1:22-CV-10018 (JSR).
- c. Documentation: Class Members applying to become Participating Claimants shall submit under penalty of perjury such other supporting documents or material, if any, to the Claims Administrator as the Claims Administrator may request within an agreed upon timeframe.
- d. Claims Administrator's Determination: For the avoidance of doubt, should the Claims Administrator have concerns as to the accuracy of a Participating Claimant's claim form answers, Questionnaire answers, allegations, or any other information submitted, the Claims Administrator shall promptly notify Class Counsel in writing of those concerns, and Class Counsel will make such response as they believe appropriate. Should the Claims Administrator then find that the Participating Claimant's allegations lack credibility, the Claims Administrator shall take that finding into consideration in making her award and, if appropriate, shall deny such individual any allocation of the Global Settlement Amount. The Claim Administrator's determination with respect to eligibility shall be final.
- e. Meeting: The Claims Administrator will hold a meeting (by telephone, video, or in person, at the Claim Administrator's sole discretion) with each Participating Claimant, who (i) submits a Questionnaire and Release and/or supporting documentation, and (ii) requests such a meeting.
- f. Timing: The Claims Administrator shall provide in writing to Claimants' Counsel and counsel for JPMorgan Chase Bank, N.A., simultaneously and in a manner that ensures confidentiality, the Allocated Amounts for all Participating Claimants on the same date within a date to be agreed upon by the Parties.

If, upon the resolution of all claims asserted by the Participating Claimants and after the payment of all other amounts to be paid under this agreement, there is a positive remainder in the Global Settlement Amount, such funds shall be distributed to a charitable organization that is negotiated and agreed upon by the Parties.

DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Questionnaire and Release to the designated address, you need not contact Class Counsel. If your address changes, please contact the Claims Administrator at:

[To Be Determined by the Court]
 (Claims Administrator's Address)
Email: (Claims Administrator's email)

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under certain circumstances outlined therein. If the Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after contested motion practice directed to the sufficiency of the allegations supporting the Class Representative's claims. The Settling Parties also completed a substantial portion of document, deposition, and expert discovery. Nevertheless, the Court has not reached any final decisions in connection with the Class Representative's claims against Defendant. Instead, the Class Representative and Defendant have agreed to the Settlement, which was reached with the substantial assistance of a highly respected mediator. In reaching the Settlement, the Settling Parties have avoided the cost, delay, and uncertainty of further litigation, including trial.

As in any litigation, the Class Representative and the Class would face an uncertain outcome if they did not agree to the Settlement. If Class Representative succeeded at summary judgment or at trial, Defendant would likely file appeals that would postpone final resolution of the case. Continuation of the Litigation against Defendant could result in a judgment greater than this Settlement. Conversely, continuing the Litigation could result in no recovery at all or a recovery that is less than the amount of the Settlement.

The Class Representative and Class Counsel believe that this Settlement is fair and reasonable to the Class Members. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Defendant has denied and continues to deny each and all of the claims and contentions alleged by the Class Representative in the Litigation. Defendant expressly has denied and continues to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendant also has denied and continues to deny, among other things, the allegations that the Class Representative or any other Class Member has suffered any damage or was harmed by the conduct alleged in the Litigation. For Defendant, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens of further protracted litigation. Defendant has determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class: Boies Schiller Flexner LLP & Edwards Henderson Lehrman

Brittany Henderson
EDWARDS HENDERSON LEHRMAN
1501 Broadway, 12th Floor
New York, New York 10036
Telephone: 800-400-1098
Email: EpsteinJPMSettlement@epllc.com

If you have any questions about the Litigation or the Settlement, you are entitled to consult with Class Counsel by contacting counsel at the phone number listed above.

You may obtain a copy of the Stipulation or Settlement Forms by contacting the Claims Administrator at:

[To Be Determined by the Court]
 (Claims Administrator's Address)
Email: (Claims Administrator's email)

HOW WILL THE CLASS REPRESENTATIVE'S LAWYERS BE PAID?

BSF and EHL, as Class Counsel, will file a motion for an award of attorneys' fees, costs, and expenses that will be considered at the Settlement Hearing. Class Counsel will apply for an attorneys' fee award in an amount not to exceed thirty percent (30%) of the Global Settlement Amount, plus payment of their costs, charges, and expenses incurred in connection with this Litigation in an amount not to exceed \$2,500,000.00, plus interest earned on both amounts at the same rate as earned by the Qualified Settlement Fund. Such sums as may be approved by the Court will be paid from the Global Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and costs, charges, and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Class Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested. Class Counsel shall not share any amount of attorneys' fees, costs, or expenses awarded to them with any other firm or individual.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement or you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to exclude yourself from, or "opt out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you complete and submit an Opt-Out Form to the Claims Administrator **no later than** [REDACTED], 2023, at:

[To Be Determined by the Court]
 (Claims Administrator's Address)
Email: (Claims Administrator's email)

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, charges, and expenses and/or the Plan of Allocation described herein and in the Stipulation of Settlement. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Class Counsel and Defendant's Counsel, at the addresses listed below **by** [REDACTED], 2023.

The Court's address is: Hon. Jed S. Rakoff, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007; Class Counsel's address is: Boies Schiller Flexner LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001, c/o Andrew Villacastin; Defendant's Counsel's address is: Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston MA 02109, c/o John Butts.

You may attend the Settlement Hearing and you may ask to speak to present any objections you have, but attendance at the Settlement Hearing is not necessary. Persons wishing to be heard orally at the Settlement Hearing, however, are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

To be eligible to receive any payment under this Settlement, you (or Class Counsel on your behalf) must timely complete and return the Questionnaire and Release. The Questionnaire and Release is enclosed with this Notice and may be downloaded at [X]. Read the instructions carefully; fill out the appropriate forms; sign them; and mail or submit them online so that they are postmarked (if mailed) or received (if submitted online). **All Questionnaires and Releases are due no later than [REDACTED], 2023.** The Questionnaire and Release may be submitted online at [X]. You are encouraged to call the Claims Administrator to confirm that your submission has been timely received. If you (or Class Counsel on your behalf) do not submit a timely Questionnaire and Release with the required information, you will not receive a payment from the Global Settlement Fund; however, unless you expressly exclude yourself from the Class as described above (using an Opt-Out Form), you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Stipulation, all Class Members who have not submitted valid and timely requests to be excluded from the Settlement shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Defendant Parties from all Released Claims, as set forth fully in ¶ 4.1 of the Stipulation.

- “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Defendant Parties that the Released Plaintiff Parties (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the Litigation against the Released Defendant Parties, (c) could in the future assert in any other action or forum assert against the Released Defendant Parties, (d) have relating to or arising from any harm, injury, abuse, exploitation, or trafficking by Jeffrey Epstein or by any Person who is in any way connected to or otherwise associated with Jeffrey Epstein, or (e) have arising from or connected in any way to the employment with JPMC of any natural person who is a Released Defendant Party. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who submits an Opt-Out Form that is accepted by the Court; (ii) claims relating to the enforcement of the Settlement; or (iii) any individual claims against any natural person who is a Released Defendant Party for any alleged sexual assault committed by that natural person against any Member of the Class. For the avoidance of doubt, nothing contained in the Stipulation of Settlement shall constitute a release of any Class Member’s claims against any natural person who sexually abused them. This release is intended to release, to the maximum extent allowable under law, any claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, that could be brought to recover damages from the Released Defendant Parties on behalf of a Member of the Class by any other party, including any sovereign or government, relating to or arising from any Member of the Class’s harm, injury, abuse, exploitation, or trafficking by Jeffrey Epstein or by any person who is in any way connected to or otherwise associated with Jeffrey Epstein, as well as any right to recovery on account thereof.
- “Released Defendant Party” or “Released Defendant Parties” mean (i) any and all of Defendant and Defendant’s Counsel and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing’s respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest. For avoidance of doubt, nothing contained in the Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties’ claims, rights, or causes of

action against their insurers and reinsurers. Nothing contained in this Stipulation of Settlement shall constitute a release of any Class Member's claims against any natural person who sexually abused them.

- “Released Plaintiff Party” or “Released Plaintiff Parties” means (i) any and all Class Members, Participating Claimants, Class Representatives, Class Counsel, and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing's respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest. Released Plaintiff Parties does not include any Person who would otherwise be a Member of the Class but who properly exclude(s) themselves by filing a valid and timely Opt-Out Form. For avoidance of doubt, nothing contained in this Stipulation of Settlement shall constitute a release of any of the Released Defendant Parties' claims, rights, or causes of action against their insurers and reinsurers.
- “Unknown Claims” means (a) any and all Released Plaintiffs' Claims that any of the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendant's Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Released Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs' Claims, and (b) any and all Released Defendant's Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendant's Claims against Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Released Plaintiff Parties and Released Defendant Parties shall be

deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

THE SETTLEMENT HEARING

The Court will hold a Settlement Hearing on _____, 2023, at __: __.m. before the Honorable Jed S. Rakoff at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation for \$290,000,000 in cash (including the Plan of Allocation described therein and in this Notice) should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be entered; and (3) to award Class Counsel's fees, costs, and expenses out of the Settlement Fund and, if so, in what amount. The Court may adjourn or continue the Settlement Hearing, or hold it via telephone or video conference, without further notice to Class Members.

To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the settlement website, , before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person, telephonic or video conference appearances at the hearing, including access information, will be posted to the website.

Any Class Member may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless her objection is made in writing and is filed together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by her to the Court at the Settlement Hearing with the Court no later than _____, 2023 and with proof of service on the following counsel:

Andrew Villacastin
Boies Schiller Flexner LLP
55 Hudson Yards
20th Floor
New York, New York 10001

John Butts
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston MA 02109

Attorneys for Class Representative and the Class

Attorneys for Defendant

Unless otherwise directed by the Court, any Class Member who does not make her objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than _____, 2023.

INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Defendant Parties, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied during regular office hours, and subject to customary fees, at the Clerk of the United States District Court for the Southern District of New York. For a fee, all papers filed in this Litigation are available at www.pacer.gov. In addition, all Settlement documents, including the Stipulation, this Notice, the Settlement Forms, and proposed Judgment may be obtained by visiting or by contacting the Claims Administrator at:

[To Be Determined by the Court]
 (Claim Administrator's Address)
Email: (Claims Administrator's email)

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: _____ BY ORDER OF THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A-2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Jane Doe 1, individually and on behalf of all
others similarly situated,
Plaintiff,

Case No. 1:22-CV-10019 (JSR)

v.

JPMorgan Chase Bank, N.A.,
Defendant.

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO WERE HARMED, INJURED, EXPLOITED, OR ABUSED BY JEFFREY EPSTEIN, OR BY ANY PERSON WHO IS CONNECTED TO OR OTHERWISE ASSOCIATED WITH JEFFREY EPSTEIN OR ANY JEFFREY EPSTEIN SEX TRAFFICKING VENTURE, BETWEEN JANUARY 1, 1998, AND THROUGH AUGUST 10, 2019 (“CLASS”)

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2023, at ____:____.m., before the Honorable Jed S. Rakoff at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY, 10007 to determine whether: (1) the proposed settlement (the “Settlement”) of the above captioned case (“Litigation”) as set forth in the Stipulation of Settlement dated June 22, 2023 (“Stipulation”)¹ for \$290,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered dismissing the Litigation with prejudice; (3) to award Boies Schiller Flexner LLP and Edwards Henderson Lehrman attorneys’ fees, costs, and expenses out of the Settlement Fund and Class Representative an incentive award out of the Global Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in what amount; and (4) the Plan of Allocation (as described in the Stipulation and Notice) should be approved by the

¹ The Stipulation can be viewed and/or obtained at [X].

Court as fair, reasonable, and adequate. The Court may adjourn or continue the Settlement Hearing, or hold it via telephone or video conference, without further notice to Class Members.

You are a “Class Member” if you are included within the following group::

All persons who were harmed, injured, exploited, or abused by Jeffrey Epstein, or by any person who is connected to or otherwise associated with Jeffrey Epstein or any Jeffrey Epstein sex trafficking venture, between January 1, 1998, and through August 10, 2019, inclusive.

This includes, but is not limited to, (1) individuals under the age of 18 who engaged in sexual contact with Epstein and/or a person connected to or otherwise associated with Epstein, and received money or something else of value in exchange for engaging in that sexual contact (even if the sexual contact was perceived to be consensual); (2) individuals aged 18 or older who were forced, coerced, or defrauded into engaging in sexual contact by Epstein and/or anyone connected to Epstein or otherwise associated with Epstein by, for example, using physical force, threatening serious harm or legal action, making a false promise, or causing them to believe that not engaging in sexual contact would result in serious harm, and who received money or something else of value in exchange for engaging in that sexual contact; (3) individuals of any age with whom Epstein, and/or a person connected to or otherwise associated with Epstein, engaged in sexual contact without consent (even if the sexual contact was perceived to be consensual provided that the individual was under the age of 18 at the time of engaging in that contact); and (4) individuals falling into examples (1)-(3) where the sexual contact occurred prior to January 1, 1998, who were harmed during the Class Period by the alleged obstruction of any government investigation or were otherwise harmed by Epstein’s conduct or were prevented within the Class Period from contacting law enforcement or otherwise seeking help by Epstein and/or anyone connected to Epstein or otherwise associated with Epstein by, for example, physical force, the threat of serious harm or legal action, or making a false promise.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Questionnaire and Release by mail or electronically (**no later than _____, 2023**). Your failure to submit a Questionnaire and Release by _____, **2023** will result in a rejection of your claim and preclude you from receiving any recovery in connection with the Settlement of this Litigation. To opt-out of the Settlement and preserve your claims related to the Litigation, you must submit an Opt-Out Form by _____, **2023**. If you are a Class Member, you will be bound by the Settlement and any judgment and release entered in the Litigation, including, but not limited to, the Judgment, whether or not you submit a Questionnaire and Release unless you submit a timely Opt-Out Form.

If you would like a copy of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), or the Settlement Forms described herein, you may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) and other Settlement documents, online at , or by writing to:

[To Be Determined]
 (Claims Administrator Address)
Email: (Claims Administrator email)

Inquiries should NOT be directed to Defendant, Defendant's Counsel, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for the Settlement Forms, may be made to Lead Counsel:

Brittany Henderson
Bradley Edwards
EDWARDS HENDERSON LEHRMAN
1501 Broadway, Floor 12
New York, New York 10036
Email: EpsteinJPMSettlement@epllc.com
Toll-Free Telephone:

IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION (OPT-OUT FORM) SUCH THAT IT IS **RECEIVED BY _____, 2023**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE

CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT SETTLEMENT FORMS.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY CLASS COUNSEL NOT TO EXCEED THIRTY PERCENT (30%) OF THE SETTLEMENT AMOUNT AND COSTS AND EXPENSES NOT TO EXCEED \$1,500,000.00, PLUS INTEREST EARNED ON BOTH AMOUNTS AT THE SAME RATE AS EARNED BY THE GLOBAL SETTLEMENT FUND. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND RECEIVED BY CLASS COUNSEL AND DEFENDANT'S COUNSEL **BY** _____, **2023** IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: _____

BY ORDER OF THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT

2

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

Jane Doe 1, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

JPMorgan Chase Bank N.A.,

Defendant.

Case No. 1:22-CV-10019 (JSR)

**DECLARATION OF LAYN R. PHILLIPS IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

1. I was selected by the parties to mediate the above-captioned action. While the mediation process is confidential, the parties have authorized me to inform the Court of the matters presented in this declaration regarding Plaintiffs' motion for preliminary approval of the settlement. My statements and those of the parties during the mediation proceedings are subject to a confidentiality agreement, and I do not intend to waive that agreement. I make this declaration based on personal knowledge and am competent to testify to the matters set forth herein.

2. I am former United States District Judge, and former United States Attorney. I am also a retired partner from the law firm of Irell & Manella LLP, and a Fellow in the American College of Trial Lawyers. I have mediated many cases before this Court over the years, including the Petrobras Securities case, and another matter, the Bank Rate Securities case, in which the Court asked the parties to make me available to the Court for a discussion prior to settlement approval, which occurred.

3. Although the above referenced matters were securities cases before this Court, I have extensive experience in sexual harassment and abuse cases, including having mediated claims arising out of the Michigan State University and USA Gymnastics abuse cases involving Dr. Lawrence Nassar, the University of Southern California abuse cases involving allegations against Dr. George Tyndall, the Fox News sexual harassment cases as outlined in the *City of Monroe Employees' Retirement System v Murdoch et al*, Delaware Chancery Court, No. 2017-0833, all of which were subject to public disclosure, and many other such matters that were privately resolved.

4. Over the past 25 years as a mediator, I have assisted parties in forging settlements of complex disputes involving tens of billions of dollars in the aggregate.

5. I served as the mediator in connection with the proposed settlement of the above-referenced action, entitled *Jane Doe v. JPMorgan Chase Bank N.A.*, pending in the United States District Court for the Southern District of New York.

6. I have set forth my background as a mediator to provide context for the comments that follow, and to demonstrate that my perspective on the settlement of this Action is rooted in significant experience in the resolution of complex litigation. As described below, this Action presented complicated legal, factual, and practical issues. The parties were represented during the mediation process through zealous and able counsel, who negotiated aggressively and at arm's-length. I am strongly of the view that the settlement of this Action reached at the end of the mediation process represents a reasonable and practical resolution of highly uncertain litigation. The Court, of course, will make determinations as to the "fairness" of the settlement under applicable legal standards. From my involvement as the mediator for the case, I observed firsthand all sides of the case were represented by sophisticated and capable

counsel who displayed the highest level of professionalism. The negotiation process was *bona fide* and, at times, extremely contentious, as counsel for each side vigorously advocated their clients' positions, including their clients' potential risks.

The Mediation Process

7. The formal mediation sessions in this case were conducted on May 30, 2023, in New York City, and on June 6, 2023 by way of Zoom videoconference. The parties entered into the binding Term Sheet on June 11, 2023.

8. Prior to mediation, the parties submitted extensive mediation briefs, documentary evidence, deposition excerpts, and copies of various court filings and orders.

9. In addition to these sessions, there were pre-mediation and post-mediation telephonic conferences with counsel for the parties to develop a fuller understanding of the range of disputes to be settled.

10. In these numerous sessions counsel made vigorous and substantive presentations regarding their clients' positions on key contested issues and damages, and their adversaries responded in kind. The parties negotiated aggressively, effectively, and at arm's length. I believe the parties' advocacy and ultimate compromise of the disputed issues were the result of reasonable, arm's-length bargaining and represent reasonable settlement terms considering the strengths and weaknesses of the parties' factual and legal positions. After these in-person and telephonic sessions, a mediator's recommendation was issued on June 10, 2023, which the Parties accepted on June 11, 2023.

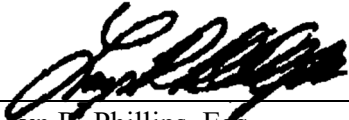
11. The settlement of this Action provides monetary consideration to the Class of approximately Two-Hundred Ninety Million Dollars (\$290,000,000).

12. In light of the sophisticated factual, legal, and damages issues involved and the significant time to litigate and negotiate this resolution, I view the total settlement in large part as a testament to the abilities and efforts of a highly talented and committed group of counsel and dedicated principals. I can state that each settlement term represents a heavily negotiated and arm's-length compromise of disputed claims among experienced and able counsel.

13. The Court, of course, will make determinations as to the "fairness" of the settlement under applicable legal standards, but based on my experience as a mediator, it is my professional opinion that the proposed settlement is fair, reasonable, and adequate. There is substantial monetary consideration flowing to the Class, with due recognition to the complexity of the facts and legal contentions at issue, and a real threat of years of litigation and appeals absent a resolution. I believe the settlement agreement was the highest number that the plaintiffs could have achieved at the time of resolution.

14. Therefore, based on my knowledge of this Action, all the materials provided to me, the efforts of counsel, the intensity of the negotiations, the litigation risks, and the benefits reached in the proposed settlement, I believe that this is a fair, reasonable and adequate settlement of all claims, and I respectfully recommend that it be approved by the Court.

Respectfully submitted this 21st day of June 2023.



Layn R. Phillips, Esq.