

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)

QUESTIONNAIRE AND RELEASE

I. GENERAL INSTRUCTIONS

To participate in the class action settlement (the “Settlement”) based on your claims in the action entitled *Jane Doe 1 v. JPMorgan Chase Bank, N.A.*, Case No. 1:22-CV-10019 (JSR) (the “Litigation”), you (or your counsel, on your behalf) must complete the Questionnaire and Release¹ included in this document and submit it pursuant to the instructions below. You (or your counsel, on your behalf) must mail or upload online your completed and signed Questionnaire and Release by no later than **11:59 PM EDT on September 5, 2023**. If you fail to timely submit the Questionnaire and Release, your claim will be rejected, and you will not receive any recovery from the Net Settlement Fund created in connection with the Settlement.

You may submit your Questionnaire and Release in your preferred language. The Claims Administrator has English and Russian language versions of this form that can be found by visiting www.epsteinSSFJPM.com.

If you need or want any assistance in filling out the Questionnaire and Release, Class Counsel is available to you. Call Brittany Henderson at [REDACTED] or email her at [REDACTED]. Brittany Henderson has been trained at assisting survivors of sexual trauma and she is well versed in the general nature of this matter. Ms. Henderson can help you fill out the Questionnaire and Release or answer general questions about this ongoing process. Ms. Henderson will keep your conversation(s) with her, and all information provided to her confidential.

The information you include on the Questionnaire and Release will be kept confidential from the public. The only information that will be shared with the Claims Administrator is the information that you choose to include on the Questionnaire and Release and any additional information included along with the Questionnaire and Release. Anyone who submits a Questionnaire and Release will not be publicly identified. If you wish to be excluded from the Settlement and preserve your claims related to the Litigation, you must complete the “Opt-Out Form”. You must mail or upload online your completed and signed Opt-Out Form by no later than **11:59 PM EDT on August 7, 2023** to opt-out, or be excluded, from the Settlement.

¹ All capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation of Settlement dated June 22, 2023. To the extent there is any conflict between the definitions of capitalized terms in these Settlement Forms and the Stipulation, the definition in the Stipulation controls. A copy of the Stipulation is available by contacting the Claims Administrator or by visiting the website (www.epsteinSSFJPM.com), as more fully set forth in the Notice.

QUESTIONS? CALL [REDACTED] OR VISIT www.epsteinSSFJPM.com

If you fail to timely submit the Opt-Out Form and do not submit a Questionnaire and Release, you will receive no compensation related to the Settlement and will release any claims related to the Litigation.

YOU MUST TIMELY MAIL OR UPLOAD ONLINE YOUR COMPLETED QUESTIONNAIRE AND RELEASE, ALONG WITH ANY OTHER DOCUMENTS REQUESTED HEREIN, OR OPT-OUT FORM TO ONE OF THE FOLLOWING ADDRESSES:

If Mailed:

Simone K. Lechuk
c/o Frejka PLLC
[REDACTED]
New York, New York 10022
Telephone: [REDACTED]

If Submitted Online:

www.epsteinSSFJPM.com

You will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A QUESTIONNAIRE AND RELEASE, UNLESS YOU SUBMIT A VALID AND TIMELY OPT-OUT FORM.**

As part of this claims process you may request (but are not required to) a phone, video, or in-person (in New York City) meeting with Simone Lechuk, the Claims Administrator. During this meeting you may share additional information with Ms. Lechuk that you think will help her in making her determination. Additionally, Ms. Lechuk may request a phone or video meeting with some, but not all, of the Participating Claimants if she feels speaking with a Participating Claimant will help her obtain additional, helpful information. While Ms. Lechuk may make this request of certain Participating Claimant it is not a mandatory part of this process and if you decline Ms. Lechuk’s request for a meeting, then your claim will be considered based on the information you submitted and you will not be penalized in any way. Any Participating Claimant who meets with Ms. Lechuk is welcome to have her attorney attend the meeting as well. You can read about Ms. Lechuk’s background on this website – www.simonelechuk.com. Ms. Lechuk will schedule meetings at mutually convenient times, taking into account a Participating Claimant’s location and time zone.

Please see the Claims Administrator’s website at www.epsteinSSFJPM.com for additional information.

II. CLAIMANT IDENTIFICATION

Executors, administrators, guardians, conservators, and trustees or others acting in a representative capacity on behalf of a Participating Claimant must complete and sign the Questionnaire and Release on behalf of persons represented by them and submit evidence of their current authority to act on behalf of that Participating Claimant, including stating their titles or capacities.

III. SETTLEMENT DETERMINATION

The Claims Administrator, Simone Lechuk, shall determine a Participating Claimant’s assigned settlement amount (the “Allocated Amount”) from the Net Settlement Fund.

In determining a Participating Claimant’s Allocated Amount, the Claims Administrator shall consider the following information: the circumstances, severity, type, and extent of the alleged abuse or trafficking, the nature and duration of the relationship with Jeffrey Epstein, and the impact of the alleged conduct on the Participating Claimant. 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.

QUESTIONS? CALL [REDACTED] OR VISIT www.epsteinSSFJPM.com

If you wish to submit your Settlement Forms electronically, you may do so at www.epsteinSSFJPM.com and follow the instructions contained within. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

QUESTIONS? CALL [REDACTED] OR VISIT www.epsteinSSFJPM.com

EFTA00146737

MUST BE
POSTMARKED
(IF MAILED) OR
RECEIVED
(IF SUBMITTED
ONLINE)
NO LATER THAN
SEPTEMBER 5, 2023

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

*Jane Doe 1 v. JPMorgan Chase Bank, N.A.,
Case No. 1:22-CV-10019 (JSR)*

QUESTIONNAIRE AND RELEASE

Please Type or Print - Use Blue or Black Ink Only

For Office Use Only

****This Questionnaire and Release MUST be timely submitted in order to qualify for any compensation pursuant to this Settlement.****

Participating Claimant Name (Enter name exactly as you would like it to appear on a payment)
[REDACTED]

Date of Birth: [REDACTED]

Social Security Number, Taxpayer ID or Foreign ID Number (if not a U.S. citizen):
[REDACTED]

Street Address:

City: [REDACTED] State: Zip Code:

Foreign Province: Foreign Postal Code:

Foreign Country:

Area Code Telephone No. (day) Area Code Telephone No. (evening)

Email Address (Email address is not required, but if you provide it, you authorize the Claims Administrator to email you information relevant to this claim.):
[REDACTED]

QUESTIONNAIRE AND RELEASE

If you need or want any assistance in filling out this Questionnaire and Release, Class Counsel is available to you. Call Brittany Henderson at [REDACTED] or email her at [REDACTED]. Brittany Henderson has been trained at assisting survivors of sexual trauma and she is well versed in the general nature of this matter. Ms. Henderson can help you fill out the Questionnaire and Release or answer general questions about this ongoing process. Ms. Henderson will keep your conversation(s) with her, and all information provided to her confidential.

How would you prefer we communicate with you? (check all that apply)

Mail E-mail Phone

In addition to filling out this form, do you wish to have the opportunity to speak directly with the Claims Administrator? This is not mandatory, and any information shared with the Claims Administrator during such a meeting will be kept confidential. (check your response)

Yes No

INFORMATION RELATED TO ELIGIBILITY AND COMPENSATION

Please complete the questions below to the best of your ability. You may use additional space to describe your experiences.

1. Do you consider yourself a Victim-Survivor of sexual abuse and/or trafficking by Jeffrey Epstein?

To the best of your ability, please describe the circumstances under which you first met Jeffrey Epstein and/or anyone associated with him (including the approximate date).

2. Provide the approximate time period during which you interacted with Jeffrey Epstein and/or anyone associated with him.

3. List the location(s) where you were sexually abused and/or trafficked by Jeffrey Epstein and/or anyone associated with him.

4. When did the sexual abuse and/or trafficking occur? (Please identify the approximate date(s) that the sexual abuse and/or trafficking happened, to the best of your knowledge)

5. On approximately how many separate occasions were you sexually abused and/or trafficked by Jeffrey Epstein and/or anyone associated with him?

6. To the best of your ability, describe the nature and circumstances of the sexual abuse and/or trafficking.

7. Did anyone witness the sexual abuse and/or trafficking or circumstances surrounding the abuse and/or trafficking? If yes, please provide the name(s) of each witness and date(s) of the incident(s) the person witnessed. Anyone's name who you provide will be kept confidential. The Claims Administrator will not reach out to this person / these people.

8. To the best of your ability, please describe the impact (emotional, psychological, physical, financial, etc.) you believe the sexual abuse and/or trafficking by Jeffrey Epstein and/or anyone associated with him had on you.

9. Have you received any treatment or services (medical, counseling, addiction, etc.) related to the sexual abuse and/or trafficking by Jeffrey Epstein and/or anyone associated with him? If yes, please describe and provide the name of the service provider, the date(s) of the services provided, and a description of the services.

10. Did you attempt to contact law enforcement or were otherwise prevented from contacting law enforcement or seeking help by Jeffrey Epstein and/or anyone associated with him? If so, please explain the efforts you took to contact law enforcement or seek help and how you were prevented from doing so.

11. Please provide any additional information that you wish to share with the Claims Administrator. You may also schedule a meeting with the Claims Administrator to share more information directly with her. Please provide any additional information you wish to share with the Claims Administrator including any additional information about the harm you suffered as a result of Epstein's conduct if not already described in your prior answers.
12. Everything that you submit to the Claims Administrator will be kept completely confidential unless you provide the Claims Administrator with express permission to share your information. Do you authorize the release of information related to your claim to anyone if deemed appropriate by the Claims Administrator? (check your response)

Yes

No

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself and each of my heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I submit this Questionnaire and Release under the terms of the Stipulation of Settlement (the "Stipulation") described in the Notice. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation in the Southern District of New York.

V. RELEASE

1. Upon the Effective Date of the Settlement, I acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the "Released Plaintiff Claims" all "Released Defendant Parties" as set forth fully in §§ 1.25, 1.27, 4.1, and Section 4 of the Stipulation.

2. "Released Defendant Party" or "Released Defendant Parties" means (i) any and all of Defendants and Defendants' 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.

3. "Released Plaintiff Party" or "Released Plaintiff Parties" means (i) any and all Class Members, Eligible Class Members, Participating Claimants, Settlement Class Representatives, Class Counsel, and their successors, predecessors, and each of their 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 Class Member but who properly exclude(s) themselves by filing a valid and timely Opt-Out Form.

4. “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, or (d) have with respect to Epstein. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who submits an Opt-Out Form that is accepted by the Court, or (ii) claims relating to the enforcement of the Settlement. For the avoidance of doubt, this release is only intended to release the Released Defendant Parties and is not intended to release any claims against any Person in the case of *Jane Doe v. Deutsche Bank Aktiengesellschaft, et al.*, Case No. 1:22-CV-10018 (JSR), or to preclude class member lawsuits against any other individual or entity not specifically named in the Litigation or who is not one of the Released Defendant Parties.

5. “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.

6. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I hereby warrant and represent that I have included the information requested about my experiences interacting with the Jeffrey Epstein sex trafficking venture, which occurred during the Class Period.

8. I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Questionnaire and Release by the undersigned is true and correct.

9. I authorize the Claims Administrator to contact my healthcare insurance providers, and I do not object to any resulting disclosures for the purpose of resolving any legally enforceable medical liens that may be paid out of any Allocated Amount I receive.

Executed this ____ day of _____, 2023, in _____, _____
(City) (State/Country)

(Sign Your Name Here)

(Type or Print Your Name Here)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist

1. Type or print only using blue or black ink on the Settlement Forms. Do not use red pen or highlighter.
2. Submit the Questionnaire and Release and attach copies of supporting documentation, if available. You can submit hardcopies via mail, or you can upload online at www.epsteinSSFJPM.com.
3. Do not send original documents.
4. Keep a copy of your Questionnaire and Release and all supporting documentation for your records.
5. The Claims Administrator will acknowledge receipt of your Questionnaire and Release by mail within 15 business days. Your claim is not deemed submitted until you receive an acknowledgement notice. If you do not receive an acknowledgement notice within 15 business days of submitting your Questionnaire and Release, please email the Claims Administrator at [REDACTED], or call her at [REDACTED].
6. If you move, please send your new address to:

Simone K. Lelchuk

c/o Frejka PLLC

[REDACTED]
New York, New York 10022

Telephone: [REDACTED]

Email: [REDACTED]

Deadlines Reminder

You (or counsel, on your behalf) must mail or upload online your completed and signed Questionnaire and Release by no later than 11:59 PM EDT on September 5, 2023.

You must mail or upload online your completed and signed Opt-Out Form by no later than 11:59 PM EDT on August 7, 2023.