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*Attorneys for Defendant Chase Bank USA,
N.A., now known as JPMorgan Chase Bank,
N.A.*

20 **IN THE UNITED STATES DISTRICT COURT**
21 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
22 **SAN FRANCISCO DIVISION**

23 JEFFREY CHEN,

24 Plaintiff,

25 v.

26 CHASE BANK USA, N.A., and DOES 1- 100,

27 Defendants.

Civil Case No. 3:19-cv-01082-JSC

**[PROPOSED] FINAL APPROVAL
ORDER**

1 WHEREAS, Plaintiff Jeffrey Chen (the “Settlement Class Representative”) and Defendant
2 Chase Bank USA, N.A., now known as JPMorgan Chase Bank, N.A. (“Chase”) (collectively
3 referred to as the “Parties”), by their respective counsel, entered into a Class Action Settlement
4 Agreement and Release (the “Settlement”); and

5 WHEREAS, the Settlement Class Representative applied, pursuant to Rule 23 of the
6 Federal Rules of Civil Procedure, for an order preliminarily approving the proposed Settlement
7 and preliminarily approving the form and plan of notice and distribution as set forth in the
8 Settlement;

9 WHEREAS, this Court provisionally certified the following class (the “Settlement
10 Class”):

11 All natural persons to whom Chase sent a letter giving either
12 “previous unsatisfactory relationship with this bank” or “previous
13 unsatisfactory relationship with us or one of our affiliates” as the only
14 reason for taking an adverse action in connection with a credit card
account during the period beginning January 28, 2014 and ending on
November 22, 2019.

15 The following individuals are excluded from the Settlement Class: officers and directors of Chase
16 and its parents, subsidiaries, affiliates, and any entity in which Chase has a controlling interest;
17 and all judges assigned to hear any aspect of this litigation, as well as their immediate family
18 members.

19 WHEREAS, the Court entered an order preliminarily approving the Settlement (the
20 “Preliminary Approval Order”), approving the forms of notice of the Settlement to Settlement
21 Class Members, directing that notice of the Settlement be given to Settlement Class Members, and
22 scheduling a hearing on final approval;

23 WHEREAS, in accordance with the Agreement and the Preliminary Approval Order,
24 Settlement Class Counsel caused the Notice to be disseminated as directed by the Court, giving
25 the best notice practicable under the circumstances;

26 WHEREAS, on Thursday, June 25, 2020, at 9:00 a.m., this Court held a hearing on
27 whether the Settlement is fair, reasonable, adequate and in the best interests of the Class (the
28 “Final Approval Hearing”); and

1 WHEREAS, based upon the foregoing, having heard the statements of Settlement Class
2 Counsel and Chase’s Counsel, and of such persons as chose to appear at the Final Approval
3 Hearing; having considered all of the files, records and proceedings in the above-captioned action
4 (the “Action”), the benefits to the Settlement Class under the Settlement and the risks,
5 complexity, expense and probable duration of further litigation; and being fully advised in the
6 premises;

7 **THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

8 1. Terms capitalized herein and not otherwise defined shall have the meanings
9 ascribed to them in the Agreement.

10 2. This Court has jurisdiction over the subject matter of this Action and jurisdiction
11 over the Parties.

12 3. The Court finds that for the purposes of settlement the requirements of Rules 23(a)
13 and 23(b)(3) of the Federal Rules of Civil Procedure have been met, specifically:

- 14 a. The Settlement Class is so numerous that joinder of all members is
15 impracticable;
- 16 b. There are questions of law or fact common to the Settlement Class based upon
17 the claims raised in the Complaint;
- 18 c. The Settlement Class Representative’s claim is typical of the claims of the
19 Settlement Class;
- 20 d. The Settlement Class Representative and Settlement Class Counsel will fairly
21 and adequately protect the interests of the Settlement Class;
- 22 e. Questions of law and fact common to the Settlement Class predominate over
23 any questions affecting only individual members, and a class action is superior
24 to other available methods for fairly and efficiently adjudicating this Lawsuit.

25 4. The Settlement Class Representative and Settlement Class Counsel fairly and
26 adequately represent the interests of the Settlement Class in connection with the Settlement.

27 5. The Settlement is the product of good faith, arm’s-length negotiations, with the
28 assistance of a respected and experienced mediator, by the Settlement Class Representative and

1 Settlement Class Counsel, and Chase and its counsel, and the Settlement Class and Chase were
2 represented by capable and experienced counsel.

3 6. The Settlement Administrator, at the direction of the Parties, timely provided
4 adequate notice to all interested parties pursuant to the Class Action Fairness Act (“CAFA”), 28
5 U.S.C. § 1715, and the Parties have complied in all respects with the requirements of same.

6 7. The form, content, and method of dissemination of the Notice given to Settlement
7 Class Members—as previously approved by the Court in its Preliminary Approval Order—were
8 adequate and reasonable, constituted the best notice practicable under the circumstances, and
9 satisfied the requirements of Rules 23(c) and (e) and Due Process.

10 8. The Agreement is fair, reasonable, and adequate and in the best interests of the
11 Class, and is approved in all respects. The Court hereby directs the Parties and their counsel to
12 effectuate the Settlement according to its terms.

13 9. The Agreement provides for monetary benefits to Settlement Class Members
14 Eligible for Cash Payment. The Court approves those benefits and approves the distribution plan
15 for the Settlement Class Consideration as provided in the Agreement. Pursuant to Section 4.10 of
16 the Agreement, if Settlement Class Counsel and the Settlement Administrator deem a second
17 distribution economically infeasible or if there are funds remaining in the Settlement Class
18 Consideration Account after the stale check date for the second distribution, then the remaining
19 funds shall be distributed in a mutually agreeable manner, subject to the approval of the Court per
20 applicable law.

21 10. The Court has considered and overruled any and all objections to the Settlement.

22 11. Individuals that have timely and validly excluded themselves from the Settlement
23 Class are identified in Exhibit A hereto. All Settlement Class Members not listed in Exhibit A
24 shall be bound by the Settlement and the terms of the Agreement.

25 12. The Releasing Parties, each and every one of them, shall be deemed to have, and
26 by operation of the judgment shall have, fully and irrevocably released and discharged the
27 Released Parties from the Released Claims, all as defined in the Agreement. The terms of the
28 Agreement, which are incorporated by reference into this Order, shall have *res judicata* and other

1 preclusive effect as to the Released Claims as against the Released Parties. The Released Parties
2 may file the Agreement and/or this Order in any other litigation to support a defense or
3 counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith
4 settlement, judgment bar or reduction, or any similar defense or counterclaim.

5 13. For a period of five years beginning on the date of this Order, Chase is enjoined
6 from using the phrases “previous unsatisfactory relationship with this bank” and “previous
7 unsatisfactory relationship with us or one of our affiliates” in adverse action notices as the sole
8 reason for denying credit card applications or taking an adverse action in connection with a Chase
9 credit card account.

10 14. The Releasing Parties, each and every one of them, is hereby permanently barred
11 and enjoined from filing, instituting, prosecuting or enforcing the Released Claims, directly or
12 indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties.
13 This permanent bar and injunction is necessary to protect and effectuate the Agreement and this
14 Order, and this Court’s authority to effectuate the Settlement, and is ordered in aid of this Court’s
15 jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order
16 and judgment shall preclude an action to enforce the terms of the Agreement.

17 15. The Settlement Class Representative’s claim in the above-captioned Action is
18 hereby dismissed with prejudice.

19 16. The Court has considered Settlement Class Counsel’s request for an award of
20 \$185,000 in attorneys’ fees and costs and expenses. Having reviewed Settlement Class Counsel’s
21 fee application and all applicable legal authorities, the Court hereby approves the requested award
22 of attorneys’ fees and costs and expenses, in the amount of \$185,000. Chase is directed to pay
23 Settlement Class Counsel \$185,000 in accordance with the procedures set forth in the Agreement.

24 17. In making this award of attorneys’ fees and costs and expenses, the Court has
25 considered and found that:

- 26 a. the Settlement provides direct, immediate and tangible economic benefits to
27 the Settlement Class members;

- 1 b. Settlement Class Counsel have conducted the litigation and achieved the
2 Settlement with skill, perseverance, and diligent advocacy;
- 3 c. The action involves complex legal and factual issues. But for the Settlement,
4 the litigation would involve further lengthy proceedings, at considerable risk to
5 the Settlement Class, and with uncertain resolution of the legal and factual
6 issues;
- 7 d. Had Settlement Class Counsel not achieved the Settlement, there would remain
8 a significant risk that the Settlement Class Representative and the Settlement
9 Class may have recovered less or nothing from Chase; and
- 10 e. The requested award of attorney’s fees and costs is fair and reasonable.

11 18. The Court has considered the request for an incentive award for the Settlement
12 Class Representative. The Court finds the requested incentive award to be justified under the
13 facts of this case and the applicable legal authorities. Having reviewed the Settlement Class
14 Representative’s request and all applicable legal authorities, the Court hereby approves the
15 incentive award of \$5,000 for the Settlement Class Representative. Chase is directed to pay the
16 Settlement Class Representative \$5,000 in accordance with the procedures set forth in the
17 Agreement.

18 19. This Order shall not be construed or used as an admission or evidence of the
19 validity of any claim or allegation made against Chase or any other Released Party in the Action
20 or of any wrongdoing by or against Chase or any other Released Party, nor as a waiver by Chase
21 or any other Released Party of any right to present evidence, arguments or defenses, including
22 without limitation to oppose class certification, in any other litigation.

23 20. If the Effective Date does not occur for any reason, the Agreement shall be
24 rendered null and void *ab initio*, and the Parties shall return to the *status quo ante* in the Action,
25 without prejudice to or waiver of the right of any Party to assert any claim, argument, or defense
26 that could have been asserted if the Agreement had never been reached and proposed to the Court,
27 and all Orders issued pursuant to the Settlement shall be vacated *nunc pro tunc*.

1 21. The Parties are hereby authorized, without requiring further approval from the
2 Court, to agree to adopt amendments and modifications to the Agreement, in writing and signed
3 by or as authorized by the Parties, that are not inconsistent with this Order and that do not limit
4 the rights of Settlement Class Members.

5 22. The Court shall retain jurisdiction over the Parties and any Settlement Class
6 Member for purposes of effectuating the administration and enforcement of the Agreement.

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DATED:

JACQUELINE SCOTT CORLEY
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A



Chen v. Chase Bank , USA, N.A.

Exclusion Report

May 6, 2020

Total: 10

ClaimID	Last Name	First Name
10002167001	BURCHFIELD	MARGARET N
10006975701	HUSSAIN	MANZOOR
10007104101	IORIO	VINCENT
10007957001	KERR	THOMAS W
10011959101	OTSUKA	HAYDEN
10011960801	OTSUKA	KAYLIE
10011961001	OTSUKA	LAENA
10011962101	OTSUKA	MARLENA
10011963301	OTSUKA	MERVYN
10015402501	STRAHLER	CRAIG M