

1 Ray E. Gallo (SBN 158903)
2 rgallo@gallo.law
3 GALLO LLP
4 100 Pine St., Suite 1250
5 San Francisco, CA 94111
6 Phone: 415.257.8800

7 Alexander Darr (admitted pro hac vice)
8 darr@darr.law
9 DARR LAW LLC
10 1391 W. 5th Ave., Ste. 313
11 Columbus, OH 43212
12 Phone: 312.857.3277

13 Dominic Valerian (SBN 240001)
14 dominic@valerian.law
15 VALERIAN LAW, P.C.
16 1530 Solano Ave.
17 Albany, CA 94707
18 Phone: 510.567.4632

19 *Attorneys for Plaintiff Jeffrey Chen*

Matthew Q. Verdin (CA Bar No. 306713)
COVINGTON & BURLING LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, California 94105-2533
Telephone: + 1 (415) 591-7065
Facsimile: + 1 (415) 955-6565
Email: mverdin@cov.com

Eric Bosset (admitted pro hac vice)
Andrew Soukup (admitted pro hac vice)
COVINGTON & BURLING LLP
One CityCenter, 850 10th Street NW
Washington, D.C. 20001
Telephone: + 1 (202) 662-5606
Facsimile: + 1 (202) 662-6291
Email: ebosset@cov.com
Email: asoukup@cov.com

*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 JUDGMENT

1 The Court hereby enters final judgment in this action as set forth in and in accordance
2 with the Final Approval Order dated _____. Pursuant to this Final Judgment:

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

5 2. Individuals that have timely and validly excluded themselves from the Settlement
6 Class are identified in Exhibit A to the Final Approval Order. All Settlement Class Members not
7 listed in Exhibit A thereto shall be bound by the Settlement and the terms of the Agreement.

8 3. The Releasing Parties, each and every one of them, shall be deemed to have, and
9 by operation of the judgment shall have, fully and irrevocably released and discharged the
10 Released Parties from the Released Claims, all as defined in the Agreement. The terms of the
11 Agreement, which are incorporated by reference into this Judgment, shall have *res judicata* and
12 other preclusive effect as to the Released Claims as against the Released Parties.

13 4. For a period of five years beginning on the date of this Judgment, Chase is
14 enjoined from using the phrases “previous unsatisfactory relationship with this bank” and
15 “previous unsatisfactory relationship with us or one of our affiliates” in adverse action notices as
16 the sole reason for denying credit card applications or otherwise taking an adverse action in
17 connection with a Chase credit card account.

18 5. In accordance with the procedures set forth in the Agreement, Chase shall pay
19 \$244,659 in Settlement Class Consideration, \$185,000 in attorneys’ fees and costs to Class
20 Counsel, and an incentive award of \$5,000 to the Settlement Class Representative.

21 6. This Action is hereby dismissed with prejudice.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. This Judgment is a final and appealable order.

DATED:

JACQUELINE SCOTT CORLEY
UNITED STATES MAGISTRATE JUDGE