

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

4 Alexander Darr (admitted pro hac vice)  
5 darr@darr.law  
DARR LAW LLC  
6 1391 W. 5th Ave., Ste. 313  
Columbus, OH 43212  
7 Phone: 312.857.3277

8 Dominic Valerian (SBN 240001)  
9 dominic@valerian.law  
VALERIAN LAW, P.C.  
1530 Solano Ave.  
10 Albany, CA 94707  
Phone: 510.567.4632

11 *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.*

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13 **IN THE UNITED STATES DISTRICT COURT**  
14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**

16 JEFFREY CHEN,

17  
18 Plaintiff,

19 v.

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

21 Defendants.  
22

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

**~~PROPOSED~~ ORDER GRANTING  
JOINT STIPULATION REGARDING  
CY PRES DISTRIBUTION**

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 Agreement”); and

5 WHEREAS, because 190 class members did not cash their checks within the 180-day  
6 deadline, \$11,477.74 in settlement funds remains unclaimed from the settlement fund established  
7 in connection with the Settlement Agreement; and

8 WHEREAS, Section 4.10(e) of the Settlement Agreement provides that “[i]f Settlement  
9 Class Counsel and the Settlement Administrator deem a second distribution economically  
10 infeasible . . . then the remaining funds shall be distributed in a mutually agreeable manner,  
11 subject to the approval of the Court per applicable law”; and

12 WHEREAS, the parties have jointly stipulated that a second distribution is economically  
13 infeasible and that the remaining settlement funds should be distributed to *cy pres* recipient the  
14 California Reinvestment Coalition, a non-profit organization with a mission that is closely related  
15 to the subject matter of this lawsuit;

16 **THEREFORE, IT IS HEREBY ORDERED** that the remaining \$11,477.74 in  
17 settlement funds be distributed on a *cy pres* basis to the California Reinvestment Coalition.

18  
19 DATED: April 12, 2021

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23 JACQUELINE SCOTT CORLEY  
24 UNITED STATES MAGISTRATE JUDGE  
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