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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CARMEN TERRY, On Behalf of)	Case No. 15-cv-01666-DMS-KSC
Herself, All Others Similarly)	
Situated and the General Public,)	<u>CLASS ACTION</u>
)	
Plaintiff,)	ORDER AND JUDGMENT
)	GRANTING FINAL APPROVAL
v.)	OF CLASS ACTION
)	SETTLEMENT, CLASS COUNSEL
JPMORGAN CHASE BANK, N.A.;)	ATTORNEYS' FEES AND
and REAL TIME RESOLUTIONS,)	EXPENSES, AND SERVICE
INC.,)	AWARD
)	
Defendant.)	
)	U.S. District Judge Dana M. Sabraw

1 This matter came before the Court for hearing on January 26, 2018, pursuant
2 to Rule 23 of the Federal Rules of Civil Procedure and the Order Granting
3 Preliminary Approval of Class Action Settlement (Dkt. No. 55) (“Preliminary
4 Approval Order”). Plaintiff seeks final approval of the Settlement Agreement and
5 Release (the “Agreement” or “Settlement”) (Dkt. No. 54-3), an award of attorneys’
6 fees and expense reimbursements to Class Counsel and a service award to the
7 Plaintiff representative, Carmen Terry. Class Notice having been given of the
8 Settlement as required in the Preliminary Approval Order, and the Court having
9 considered all papers filed and proceedings held, and good cause appearing therefore,
10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

11 1. This Order and Judgment incorporates and approves the Agreement and
12 the Settlement set forth therein. Any term not defined herein shall have the meaning
13 ascribed to it as set forth in the Agreement.

14 2. The Court finds that the Settlement is the product of good faith, arm’s
15 length negotiations and is fair, reasonable and adequate in all material respects.

16 3. This Court holds that it has jurisdiction over the subject matter of the
17 Action, all parties to this Action and all Settlement Class Members with respect to
18 the Settlement and this Order and Judgment.

19 4. The Court appoints Plaintiff Carmen Terry as the representative (the
20 “Class Representative”) of the Settlement Class.

21 5. Plaintiff’s attorneys, Timothy G. Blood and Thomas J. O’Reardon of
22 Blood Hurst & O’Reardon, LLP are approved as Class Counsel.

23 6. For purposes of the Settlement only, the Court finds that the
24 requirements of Federal Rule of Civil Procedure 23 are satisfied with respect to the
25 Settlement Class: (a) the members of the Settlement Class are so numerous that
26 joinder of all of them is impracticable; (b) there are questions of law and fact
27 common to the Settlement Class, which predominate; (c) Plaintiff’s claims are
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1 typical of the claims of the Settlement Class; and (d) Plaintiff and Class Counsel
2 have and will fairly and adequately represent the Settlement Class.

3 7. For purposes of the Settlement only, the Settlement Class is certified as
4 follows: California borrowers who obtained a residential mortgage loan owned or
5 serviced by Chase and secured by real property located in the State of California, as
6 to which, between July 28, 2011 through August 1, 2017, Chase (1) released the lien
7 on the property securing the loan, and (2) directly or indirectly, thereafter attempted
8 to collect or actually collected unpaid balances on the loan after the lien release.
9 Excluded from the Settlement Class are: (a) members of the class action lawsuit
10 entitled Banks, et al. v. JPMorgan Chase Bank, N.A., Case No. RG12614875 (Cal.
11 Super. Ct.), including the settlement and related actions subject to the separate prior
12 class action settlement in that action; (b) the Judges to whom the Action is assigned
13 and any members of the Judges' staff or immediate family members; and (c) all
14 individuals who validly submitted a Request for Exclusion from the Settlement
15 Class.

16 8. The Court finds that the Notice Program fully and accurately informed
17 the Settlement Class of all material elements of the proposed Settlement, and
18 constituted valid, due and sufficient notice to all individuals in the Settlement Class,
19 and the best notice practicable under the circumstances, and that the Notice Program
20 satisfied Federal Rule of Civil Procedure 23 and due process.

21 9. The Court holds John Manos is excluded from the Settlement Class
22 because he submitted a timely and valid Request for Exclusion pursuant to the Notice
23 Program.

24 10. The Court approves a service award in the amount of **\$5,000** to Plaintiff
25 Carmen Terry for her service as Class Representative. The Court finds that the
26 award is fair, reasonable and appropriate in this case and orders that it be paid from
27 the Settlement Fund in accordance with the Agreement.

1 17. Without affecting the finality of this Order and Judgment, the Court
2 retains jurisdiction over: (1) implementation and enforcement of the Settlement
3 pursuant to further orders of the Court, until such time as the final judgment
4 contemplated hereby has become effective and each and every act agreed to be
5 performed by the parties hereto shall have been performed pursuant to the
6 Agreement, including all payments set forth thereunder; (2) any other action
7 necessary to conclude this Settlement and implement the Agreement; and (3) the
8 enforcement, construction and interpretation of the Agreement including, without
9 limitation, any dispute concerning Settlement Class Members' release of Released
10 Claims.

11 18. Plaintiff and each and every Settlement Class Member, and any person
12 actually or purportedly acting on behalf of Plaintiff or any Settlement Class Member,
13 are hereby permanently barred and enjoined from commencing, instituting,
14 continuing, pursuing, maintaining, prosecuting or enforcing any Released Claims
15 (including, without limitation, in any individual, class or putative class,
16 representative or other action or proceeding), directly or indirectly, in any judicial,
17 administrative, arbitral or other forum, against the Released Parties. This permanent
18 bar and injunction is necessary to protect and effectuate the Settlement, this Order
19 and Judgment and this Court's authority to effectuate the Settlement, and is ordered
20 in aid of this Court's jurisdiction and to protect its judgments. In the event that any
21 provision of the Agreement or this Order and Judgment is asserted by Chase and/or
22 Real Time as a defense in whole or in part to any claim, or otherwise asserted
23 (including, without limitation, as a basis for a stay) in any other suit, action or
24 proceeding brought by a Settlement Class Member or any person actually or
25 purportedly acting on behalf of any Settlement Class Member(s), that suit, action or
26 other proceeding shall be immediately stayed and enjoined until this Court or the
27 court or tribunal in which the claim is pending has determined any issues related to
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1 such defense or assertion. By incorporating the Agreement, including the Exhibits
2 attached thereto, and its terms therein, the Court determines that this Order and
3 Judgment complies in all respects with Federal Rule of Civil Procedure 65(d)(1).

4 19. The Agreement, including the Exhibits attached thereto, and any and all
5 negotiations, documents and discussions associated with it will not be deemed or
6 construed to be an admission or evidence of any violation of any statute, law, rule,
7 regulation or principle of common law or equity, or of any liability or wrongdoing by
8 any Released Party, or the truth of any of the claims. Evidence relating to the
9 Settlement, including but not limited to any confirmatory discovery, will not be
10 discoverable or used, directly or indirectly, in any way, whether in the Action or in
11 any other action or proceeding, except for purposes of demonstrating, describing,
12 implementing or enforcing the terms and conditions of the Settlement, the
13 Preliminary Approval Order and/or this Order and Judgment.

14 20. If for any reason whatsoever the Settlement fails to become final or
15 effective, the certification of the Settlement Class shall be void and the Parties and
16 the Action will return to the status quo as it existed prior to the Settlement, and no
17 doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in
18 response to any motion seeking class certification, any motion seeking to compel
19 arbitration or otherwise asserted at any other stage of the Action or in any other
20 proceeding. No agreements, documents or statements made by or entered into by
21 any Party in connection with the Settlement may be used by Plaintiff, any person in
22 the Settlement Class, Chase, Real Time or any other person to establish liability, any
23 defense and/or any of the elements of class certification, whether in the Action or in
24 any other proceeding.

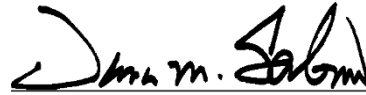
25 21. In the event that the Settlement fails to become final or effective for any
26 reason, the money remaining in the Settlement Fund, including any interest thereon,
27 less expenses and taxes incurred or due and owing and payable from the Settlement
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1 Fund in accordance with the Agreement, shall be returned to Defendants within five
2 (5) days of the event that causes the Agreement to not become final or effective.

3 22. The Court finds that no just reason exists for delay in entering this
4 Judgment and the Clerk is hereby directed forthwith to enter it.

5 IT IS SO ORDERED, ADJUDGED AND DECREED.

6 Dated: January 29, 2018



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8 Hon. Dana M. Sabraw
9 United States District Judge

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