

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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SHELLY CLEMENTS, MATHEW SCHEETZ,
ROBERT PITERNAK, and LAURA
PITERNAK, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A., for itself
and as successor by merger to CHASE HOME
FINANCE, LLC, and CHASE INSURANCE
AGENCY, INC.,

Defendants.

No. 3:12-cv-02179-JCS

CLASS ACTION

**[PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS COUNSEL
ATTORNEYS' FEES, EXPENSES AND
SERVICE AWARDS**

Date: June 6, 2014
Time: 9:30 a.m.
Crtrm.: G, 15th Floor
Judge: Hon. Joseph C. Spero

1 This matter came before the Court for hearing on June 6, 2014 pursuant to Rule 23 of the
2 Federal Rules of Civil Procedure and the Order Granting Preliminary Approval of Class Action
3 Settlement (Dkt. No. 61) (“Preliminary Approval Order”). Plaintiffs seek final approval of the
4 Settlement Agreement and Release (“Settlement Agreement”) (Dkt. No. 51-1), including fee and
5 expense awards to Class Counsel and service awards to the representative plaintiffs. Adequate
6 notice having been given of the settlement as required in said Preliminary Approval Order, and the
7 Court having considered all papers filed and proceedings held, and good cause appearing therefore,
8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 1. This Judgment incorporates and approves the Settlement Agreement as fair
10 reasonable and adequate in all respects, and the terms used herein shall have the same meaning as
11 set forth in the Settlement Agreement.

12 2. This Court has jurisdiction over the subject matter of the Action and over all parties
13 to this Action, including all Settlement Class Members, as such term is defined in the Settlement
14 Agreement.

15 3. The Court appoints Plaintiffs Shelly A. Clements, Mathew Scheetz, and Robert and
16 Laura Piterniak, husband and wife, as representatives of the Settlement Class.

17 4. The Court finds that the requirements of Rule 23 are satisfied with respect to the
18 Settlement Class: (a) the members of the Settlement Class are so numerous that joinder of all of
19 them is impracticable; (b) there are questions of law and fact common to the Settlement Class,
20 which predominate; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class; and (d)
21 Plaintiffs and Class Counsel have and will fairly and adequately represent the Settlement Class.

22 5. The Settlement Class is certified as follows: All persons in the United States who
23 were charged by JPMorgan for lender-placed flood insurance (unless such charge was flat
24 cancelled/refunded in full) in connection with a Closed-End Residential Mortgage during the time
25 period from January 1, 2007 to July 31, 2012, excluding Defendants, their affiliates, subsidiaries,
26 agents, board members, directors, officers, and employees, and, pursuant to Paragraph 61 of the
27

1 Settlement Agreement, all Settlement Class Members whose Class Notices were returned as non-
2 deliverable.

3 6. The Class Notice mailed to Settlement Class Members fully and accurately
4 informed Settlement Class Members of all material elements of the proposed settlement, and the
5 mailing constituted valid, due, and sufficient notice to all Settlement Class Members, and the best
6 notice practicable under the circumstances.

7 7. The Court finds that the persons identified in Exhibit C of the Declaration of
8 Richard W. Simmons filed herewith made timely and valid requests for exclusion from the
9 Settlement Class pursuant to the Class Notice.

10 8. The Court overrules each of the objections to the settlement on the merits and finds
11 that none of the objections raise any *prima facie* grounds for questioning the fairness,
12 reasonableness, and adequacy of the settlement. As to the objectors who also requested exclusion
13 from the settlement, the Court also overrules their objections on the procedural grounds that they
14 have no standing to object because they are not Settlement Class Members.

15 9. The Court approves service awards in the amount of \$5,000 to Plaintiff Shelly A.
16 Clements, \$5,000 to Plaintiff Mathew Scheetz, and \$5,000 to Plaintiffs Robert and Laura Piterniak
17 jointly, for their services as class representatives in accordance with the Settlement Agreement.
18 The Court finds that such awards are fair, reasonable, and appropriate in this case and orders that
19 they be paid from the Gross Settlement Fund in accordance with the Settlement Agreement.

20 10. Plaintiffs' attorneys, Berger & Montague, P.C. and Hagens Berman Sobol Shapiro
21 LLP are appointed as Co-Lead Counsel on behalf of the Settlement Class, and these firms, along
22 with Grossman Roth, P.A., Taus, Cebulash & Landau, LLP, Kessler Topaz Meltzer & Check, LLP,
23 Law Office of Peter Fredman, and Nix Patterson & Roach, LLP, are approved as Class Counsel.

24 11. Class Counsel are awarded attorneys' fees of 25% of the Gross Settlement Fund
25 (\$5,531,250.00) plus expense reimbursements of \$158,999.56. The Court finds that such awards
26 are fair and reasonable and orders that they be paid from the Gross Settlement Fund in accordance
27

1 with the Settlement Agreement. The attorneys' fees awarded by the Court shall be allocated to
2 Class Counsel at the sole discretion of Co-Lead Counsel.

3 12. The Court approves the Claims Administrator's fees and costs of \$126,226.04 to be
4 paid promptly from the Gross Settlement Fund. The Court further approves a reserve of
5 \$107,649.00 from the Gross Settlement Fund to cover the actual fees and costs the Claims
6 Administrator will incur in mailing settlement payments. Should a second distribution be required
7 per the terms of the Settlement Agreement, the fees and costs associated with such second
8 distribution will be paid from the funds to be distributed in such second distribution. The Court
9 finds that such fees and costs are reasonable and orders that they be paid from the Gross Settlement
10 Fund in accordance with the Settlement Agreement.

11 13. The Court approves Habitat For Humanity as the designated *cy pres* recipient.

12 14. The Court orders the parties to the Settlement Agreement and Claims Administrator
13 to perform their obligations thereunder pursuant to the terms of the Settlement Agreement and the
14 plan of allocation of the Net Settlement Fund described therein. For purposes of efficiency in
15 settlement administration, all Eligible Settlement Class Members whose checks under the
16 settlement would otherwise be less than \$5.00 shall receive a check for \$5.00.

17 15. The Court orders that Judgment be entered on the terms of the Settlement
18 Agreement as set forth in this Order and Judgment and dismisses the complaint in this case and all
19 claims and causes of action asserted therein, on the merits and with prejudice, as to the Class
20 Representative and all Settlement Class Members. This dismissal is without cost to any party
21 except as specifically provided in the Settlement Agreement.

22 16. The Court adjudges that the Class Representatives and all Settlement Class
23 Members who did not request exclusion shall, to the extent provided by the Settlement Agreement,
24 conclusively be deemed to have released and discharged Released Parties, as that term is used in
25 the Settlement Agreement, from any and all Released Claims, as that term is defined in the
26 Settlement Agreement.

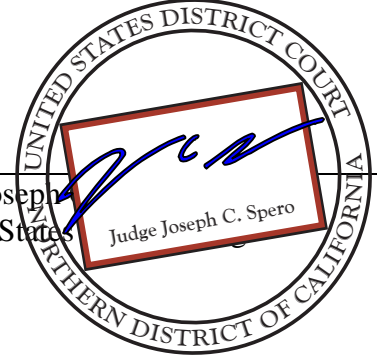

1 17. Without affecting the finality of this Order and Judgment, the Court retains
2 jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to
3 further orders of the Court, until such time as the final judgment contemplated hereby has become
4 effective and each and every act agreed to be performed by the parties hereto shall have been
5 performed pursuant to the Settlement Agreement, including all payments set forth thereunder; (2)
6 any other action necessary to conclude this settlement and implement the Settlement Agreement;
7 and, (3) the enforcement, construction, and interpretation of the Settlement Agreement including,
8 but not limited to, any dispute concerning Settlement Class Members' release of Released Claims.

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

11 **IT IS SO ORDERED, ADJUDGED AND DECREED**

12 DATED: June 6, 2014

13
14
15 Hon. Joseph C. Spero
16 United States District Judge
17 Northern District of California
18
19
20
21
22
23
24
25
26
27
28



The seal of the United States District Court, Northern District of California, is circular with the text "UNITED STATES DISTRICT COURT" at the top and "NORTHERN DISTRICT OF CALIFORNIA" at the bottom. A signature in blue ink is written across the seal, and the name "Judge Joseph C. Spero" is printed in the center of the seal.