

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

WILLIAM MARK SCOTT and RONALD  
MORIN, individually and on behalf of all  
others similarly situated,

*Plaintiffs,*

JPMORGAN CHASE BANK, N.A.,

*Defendant.*

Civil Action No. 1:17-CV-00249

Honorable Amit P. Mehta

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,  
PROVISIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING NOTICE TO  
THE SETTLEMENT CLASS, AND SCHEDULING FAIRNESS HEARING**

**BACKGROUND**

Plaintiffs William Mark Scott and Ronald Morin have moved the Court for preliminary approval of a proposed class action settlement with Defendant JPMorgan Chase Bank, N.A. (“Chase”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on April 20, 2018 (“Settlement Agreement”) as an exhibit to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”).

Upon review and consideration of Plaintiffs’ Preliminary Approval Motion, the Settlement Agreement, and the exhibits attached to the foregoing, it is HEREBY ORDERED, ADJUDGED, and DECREED as follows:

**PRELIMINARY APPROVAL ORDER**

1. The Court has reviewed the Settlement Agreement, pleadings, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

2. The Parties have agreed to resolve the above-captioned Action upon the terms and conditions set forth in the Settlement Agreement filed with the Court. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate to merit submission to the Settlement Class for its consideration through dissemination of the Settlement Class Notice described below. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and the continuation of the litigation, and finds that the settlement between the Settlement Class and Chase was arrived at through arm's length negotiations and exchange of information by experienced counsel.

**I. THE SETTLEMENT CLASS, THE CLASS REPRESENTATIVES, AND CLASS COUNSEL**

3. The Court provisionally certifies the following class for settlement purposes only (the "Settlement Class"):

All persons who, up to and including the date of preliminary approval, were either (1) paid for jury service by means of a Juror Debit Card or for fact witness service by means of a Fact Witness Debit Card as part of the U.S. Debit Card program operated by JPMorgan Chase Bank, N.A. for the United States Department of the Treasury, in the jurisdiction of Washington, DC; or (2) paid for jury service by means of a Juror Debit Card as part of the programs operated by JPMorgan Chase Bank, N.A., in the jurisdictions of Gwinnett County, GA; Livingston County, MI; and Fort Bend County, TX.

4. The Court preliminarily finds, for settlement purposes and conditioned upon the entry of this Order, the Final Approval Order, and the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied. The Court finds, in the specific context of this settlement, that the following requirements are met: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law or fact common to the Settlement Class Members; (c) Plaintiffs' claims are typical of the claims of the Settlement

Class Members that Plaintiffs seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiffs have retained experienced counsel to represent them; (e) questions of law or fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23 and is superior to alternative means of resolving the claims and disputes at issue in this Action.

5. The Court also concludes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

6. The Court finds that the settlement falls within the range of reasonableness because it provides for meaningful remediation relative to the merits of Plaintiffs' claims and Chase's defenses in that Settlement Class Members will obtain full reimbursement of any fees and surcharges paid in connection with their use of Juror and Fact Witness Debit Cards issued by Chase, as well as receiving checks reflecting all remaining balances, with Chase agreeing not to charge any further fees. The Settlement also has key indicia of fairness in that negotiations and related informal discovery occurred at arm's length.

7. The Court appoints Plaintiffs' Class Counsel to represent the Settlement Class as follows:

Anna Haac  
TYCKO & ZAVAREEI LLP  
1828 L Street, N.W., Suite 1000  
Washington, D.C. 20036  
(202) 973-0900  
ahaac@tzlegal.com

Rosemary M. Rivas  
LEVI & KORSINSKY, LLP  
44 Montgomery Street, Suite 650  
San Francisco, CA 94111  
(415) 291-2420  
rrivas@zlk.com

For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Class Counsel and have fairly and adequately represented the interests of the Settlement Class for settlement purposes.

8. The Court further appoints Plaintiffs William Mark Scott and Ronald Morin as representatives of the certified Settlement Class.

## **II. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

9. Since the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class pursuant to the Settlement Agreement. The Court approves, as to form and content, the Class Notice, including the postcard and long form notices submitted with Plaintiffs' Preliminary Approval Motion (the "Postcard Notice" and "Long-Form Notice," respectively).

10. The Court further hereby appoints Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Settlement Administrator. As further set forth in the Settlement Agreement, the Settlement Administrator shall be responsible for, without limitation: (a) disseminating Notice to the Settlement Class; (b) handling returned mail not delivered to members of the Settlement Class; (c) responding to requests for additional information; (d) receiving and maintaining Settlement Class member correspondence regarding requests for exclusion; (e) forwarding written inquiries to the Parties for a response, if warranted; (f) establishing a post office box for the receipt of any correspondence; (g) responding to requests from the Parties; (h) establishing a Settlement Website with relevant case documents to which members of the Settlement Class may refer for information about the Action and the settlement; (i) establishing a toll-free telephone line to receive calls from

Settlement Class Members; and (j) carrying out such other responsibilities as are provided for in the Settlement Agreement or agreed to by the Parties.

11. The Settlement Administrator will provide notice to the Settlement Class as follows:

a. Not later than 30 days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall complete dissemination of the Mailed Notice substantially in the form attached to Plaintiffs' Preliminary Approval Motion.

b. The Court also approves the establishment of a Settlement Website as described in the Settlement, which shall include the Settlement Agreement, Long-Form Notice, an online form for Settlement Class Members to submit questions or request address changes, Orders of the Court relating to the settlement, any application for reimbursement of attorneys' fees and expenses and Plaintiffs' Service Award (the "Fee and Service Award Application"), and such other information as the Parties mutually agree would inform the Settlement Class regarding the settlement.

c. In addition to the availability of the Long-Form Notice on the Settlement Website, the Settlement Administrator shall send that notice via first-class mail or email to those persons who request it in writing or through the toll-free telephone number. The toll-free telephone number shall be operational within 30 days after the Court enters this Preliminary Approval Order.

12. The Court finds that the Class Notice Program described above and set forth in the Settlement Agreement and exhibits accompanying Plaintiffs' Motion for Preliminary Approval is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the language of the proposed Notice is plain and easy to

understand and provides neutral and objective information about the nature of the Settlement. Furthermore, the Court finds that the Notice Program complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the settlement. The Court also finds that the Notice Program complies with Rule 23(c) as it provides for individual Mailed Notice to all Settlement Class Members and is thus the best notice practicable under the circumstances. In addition, Settlement Class Members will have access to the Settlement Website and a toll-free telephone line for purposes of obtaining additional information about the Settlement.

13. Settlement administration costs as set forth in the Settlement Agreement shall be paid by Chase separate and apart from the monetary relief afforded to Settlement Class Members.

### **III. REQUESTS FOR EXCLUSION**

14. Any Settlement Class Member who wishes to be excluded from the Settlement Class and who follows the procedures set forth in the Settlement Agreement for doing so shall be deemed an Opt-Out. Specifically, any member of the Settlement Class wishing to opt out of the settlement must send to the Settlement Administrator, by U.S. Mail using the contact information identified in the notice materials, a signed letter including their name and address along with a clear and unequivocal statement communicating that they want to be excluded from the Settlement Class. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate.

15. Any request for exclusion or opt out must be postmarked on or before July 23, 2018 [90 days after entry of the Preliminary Approval Order]. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for

exclusion has been timely submitted. The Court retains jurisdiction to resolve any disputed exclusion requests.

16. All Opt-Outs shall not be Settlement Class Members, shall not be bound by the Settlement Agreement or the Final Approval Order or Final Judgment, and shall relinquish their rights to benefits with respect to the Settlement Agreement, should it be approved, and may not file an objection to the Settlement Agreement or to any application for reimbursement of attorneys' fees and costs or Plaintiffs' Service Awards or otherwise intervene in the Action.

17. Any Settlement Class Member who does not become an Opt-Out shall be bound by all the terms and provisions of the Settlement Agreement, including any Release set forth therein, the Final Approval Order, and the Final Judgment, whether or not such Settlement Class Member objected to the settlement.

18. The Settlement Administrator shall provide copies of any requests for exclusion to Class Counsel and Defense Counsel as provided in the Settlement Agreement.

#### **IV. OBJECTIONS**

19. Any Settlement Class Member who does not become an Opt-Out and who wishes to object to any aspect of the proposed settlement, request for reimbursement of attorneys' fees and costs, or Service Awards, must deliver to Class Counsel and Defense Counsel (using the contact information below) and mail to or file with the Court a signed written statement setting forth and identifying the specific grounds for the objection along with any supporting brief and information. Objections must be electronically filed with the Court or post-marked on or before July 23, 2018 [90 days after entry of the Preliminary Approval Order], and if mailed, should be sent via first-class mail, postage prepaid, to each of:

*Clerk of Court:*

Clerk of Court  
U.S. District Court for the District of Columbia  
E. Barrett Prettyman U.S. Courthouse  
333 Constitution Avenue N.W.  
Washington DC 20001

*Plaintiffs' Class Counsel:*

Anna Haac  
TYCKO & ZAVAREEI LLP  
1828 L Street, N.W., Suite 1000  
Washington, D.C. 20036  
(202) 973-0900  
ahaac@tzlegal.com

Rosemary M. Rivas  
LEVI & KORSINSKY, LLP  
44 Montgomery Street, Suite 650  
San Francisco, CA 94111  
(415) 291-2420  
rrivas@zlk.com

*Defense Counsel:*

Noah Levine  
Jamie Dycus  
WILMER CUTLER PICKERING  
HALE AND DORR LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

20. To be considered, the written objection must satisfy the requirements set forth in the Settlement Agreement. Any such objection shall include the name of this Action, complete contact information for the objecting Settlement Class Member, the identity of all counsel who represent the objecting Settlement Class Member, including any current or former counsel who may seek related compensation, the grounds for the objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention, any evidence or witnesses the Settlement Class Member wishes to introduce in support of the objection, and an explanation of



the basis upon which the objector claims to be a member of the Settlement Class.

21. No member of the Settlement Class or counsel retained by such a member of the Settlement Class shall be entitled to be heard at the Final Approval Hearing unless the Objector or his or her attorneys who intend to make an appearance at the Final Approval Hearing state their intention to appear in the objection delivered to Class Counsel and Defense Counsel and mailed to or filed with the Court in accordance with the preceding paragraphs. Counsel for any such member of the Settlement Class must enter his or her appearance with the Court by the date specified in Paragraph 20.

22. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

**V. FINAL APPROVAL HEARING**

23. A Final Approval Hearing shall be held before this Court on August 17, 2018 [at least 100 days after filing of Plaintiffs' Preliminary Approval Motion], at 10:30 a.m. p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should receive final approval. The Court will rule on Class Counsel's separate Fee and Service Award Application, at or after that time.

24. Any Settlement Class Member may enter an appearance in this Action, at his or her own expense, individually or through counsel. However, if a Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in the Settlement and this Order. All Settlement Class Members who do not enter an appearance will be represented by Class Counsel.

25. Class Counsel shall file their Fee and Service Award Application(s) on or before

July 10, 2018 [at least 36 days prior to the Final Approval Hearing].

26. The motion for final approval of the Settlement Agreement and any papers Plaintiffs or Chase wish to submit in support of final approval of the Settlement Agreement shall be filed with the Court on or before July 10, 2018 [at least 36 days prior to the Final Approval Hearing].

27. Any responses to any objections to the Settlement Agreement shall be filed with the Court on or before August 3, 2018 [at least 14 days prior to the Final Approval Hearing].

#### **VI. STAY OF LITIGATION**

28. Pending the Final Approval Hearing, all proceedings in this case, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

#### **VII. OTHER PROVISIONS**

29. In summary, the relevant dates for the settlement approval process are as follows:

a. The Settlement Website and toll-free phone line will be operational, and Mailed Notice will be effectuated, on or before May 23, 2018 [30 days after entry of the Court's Preliminary Approval Order];

b. Settlement Class Members who desire to object to the Settlement or any Fee and Service Award Application, or opt-out of the Settlement shall do so on or before July 23, 2018 [90 days after entry of the Preliminary Approval Order];

c. Class Counsel shall file their Fee and Service Award Application(s) not later than 36 days prior to the Final Approval Hearing. The application(s) shall also be posted on the Settlement Website.

d. The Final Approval Hearing shall be held on August 17, 2018 at 10:30 am a.m./p.m. [at least 100 days after filing of Plaintiffs' Preliminary Approval Motion] before

this Court, in Courtroom 10, at the U.S. District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington D.C. 20001.

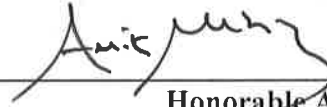
30. These dates may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class, except that notice of any such extensions shall be posted to the Settlement Website. Members of the Settlement Class should check the Settlement Website regularly for updates, changes, and/or further details regarding extensions of these deadlines.

31. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement or to the form or content of the Class Notice that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

32. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

33. In the event that the proposed settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the complaint) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

IT IS SO ORDERED, this 24<sup>th</sup> day of April 2018.



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**Honorable Amit P. Mehta  
United States District Judge**