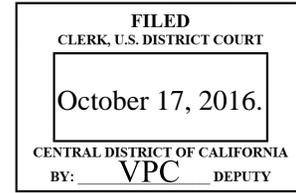


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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

ALFREDO M. LOPEZ, et al.,

Plaintiffs,

v.

AMERICAN EXPRESS BANK, FSB, et al.,

Defendants.

Case No. CV09-7335 SJO (MANx)

The Honorable S. James Otero

**FINAL APPROVAL ORDER AND  
JUDGMENT**



1 between October 1, 2005 and December 31, 2010; or (c) had a fixed  
2 annual percentage rate for purchases on the account and were provided  
3 notice of an increase in the fixed rate or a change from the fixed rate to a  
4 variable rate at any time between October 1, 2005 and December 31,  
5 2010.

6 5. This Order and Judgment does not constitute an expression by the Court  
7 of any opinion, position or determination as to the merit or lack of merit of any of the  
8 claims or defenses of Plaintiffs, the Settlement Class Members or American Express.  
9 Neither this Order and Judgment nor the Settlement Agreement is an admission or  
10 indication by American Express of the validity of any claims in this Action or of any  
11 liability or wrongdoing or of any violation of law. This Order and Judgment and the  
12 Settlement Agreement do not constitute a concession and shall not be used as an  
13 admission or indication of any wrongdoing, fault or omission by American Express  
14 or any other person in connection with any transaction, event or occurrence, and  
15 neither this Order and Judgment nor the Settlement Agreement nor any related  
16 documents in this proceeding nor any reports or accounts thereof shall be offered or  
17 received in evidence in any civil, criminal or administrative action or proceeding,  
18 other than such proceedings as may be necessary to consummate or enforce this  
19 Order and Judgment, the Settlement Agreement and all releases given thereunder, or  
20 to establish the affirmative defenses of res judicata or collateral estoppel.

21 6. The Court hereby dismisses this Action with prejudice as to Plaintiffs  
22 and all Settlement Class Members except those who have timely and properly  
23 excluded themselves from the Settlement Class. Exhibit A, attached hereto, sets  
24 forth the names of those individuals who have timely and properly excluded  
25 themselves from the Settlement Class.



1 seek legal recourse for any other matters related to their accounts other than those  
2 that arise out of or relate to the allegations, causes of actions and facts that were  
3 asserted in the Action or that arise out of or relate in any way to the administration of  
4 the settlement.

5 (b) Upon the date that this Order and Judgment becomes Final,  
6 Plaintiffs and their respective heirs, executors, administrators, representatives,  
7 agents, attorneys, partners, successors, predecessors in interest, assigns and any  
8 authorized users of their account will fully release and forever discharge Defendants  
9 and each and all of their present, former and future direct and indirect parent  
10 companies, affiliates, subsidiaries, agents, successors, predecessors in interest and/or  
11 any financial institutions, corporations, trusts, or other entities that may hold or have  
12 held any interest in any account or any receivables relating to any account, or any  
13 receivables or group of receivables, or any interest in the operation or ownership of  
14 Defendants, and all of the aforementioned's respective officers, directors, employees,  
15 attorneys, shareholders, agents, vendors (including processing facilities) and assigns,  
16 from any and all rights, duties, obligations, claims, actions, causes of action or  
17 liabilities, whether arising under local, state or federal law (including without  
18 limitation under any state consumer-protection and/or unfair and deceptive practices  
19 acts, the Truth in Lending Act, 15 U.S.C. § 1601 et seq., and Regulation Z, 12 C.F.R.  
20 pt. 1026), whether by Constitution, statute, contract, common law or equity, whether  
21 known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or  
22 unforeseen, actual or contingent, liquidated or unliquidated, as of the date of Final  
23 Judgment in the Action, without limitation.

24 (c) Without limiting the foregoing, the Released Claims specifically  
25 extend to claims that Plaintiffs and the Settlement Class Members do not know or  
26 suspect to exist in their favor at the time that the settlement, and the releases  
27 contained therein, becomes effective. This paragraph constitutes a waiver of all





1 members of the Settlement Class for the purpose of enforcing and administering the  
2 Settlement Agreement.

3 15. The Court approves Class Counsel's application for \$1,531,136.08 in  
4 attorneys' fees and costs.

5 16. The Court approves incentive awards for Alfredo M. Lopez in the  
6 amount of \$5,000 and Lauren R. Greene in the amount of \$5,000.

7 17. The Parties shall carry out their respective obligations under the  
8 Settlement Agreement.

9 **IT IS SO ORDERED.**

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11 Dated: October 17, 2016.

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The Honorable S. James Otero  
United States District Judge

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