

1 STROOCK & STROOCK & LAVAN LLP  
 JULIA B. STRICKLAND (State Bar No. 083013)  
 2 STEPHEN J. NEWMAN (State Bar No. 181570)  
 A.R. KACHADOORIAN (State Bar No. 240601)  
 3 CHRISTINE E. ELLICE (State Bar No. 276181)  
 2029 Century Park East  
 4 Los Angeles, California 90067-3086  
 Telephone: 310-556-5800  
 5 Facsimile: 310-556-5959

6 Attorneys for Defendants  
 CHASE BANK USA, N.A. and  
 7 CHASE ISSUANCE TRUST

8  
 9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 In re: Chase Bank USA, N.A. "Check Loan" ) MDL No. 2032  
 Contract Litigation )  
 12 ) Case No. 3:09-md-02032-MMC  
 )  
 13 THIS DOCUMENT RELATES TO ALL ) [Assigned to the Hon. Maxine M. Chesney]  
 CASES )  
 14 ) **STIPULATION AND [~~PROPOSED~~] ORDER**  
 ) **DISMISSING DEFENDANT CHASE**  
 15 ) **ISSUANCE TRUST**  
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STIPULATION AND [PROPOSED] ORDER  
 MDL No. 2032, Case No. 3:09-md-02032-MMC

1 WHEREAS, on May 13, 2011, the Court certified a class of credit card customers of  
2 defendant Chase Bank USA, N.A. (“Chase”) in this matter against Chase and Chase Issuance Trust  
3 (the “Trust”);

4 WHEREAS, Chase represents that the Trust does not issue credit card accounts, did not  
5 send the promotional offers at issue, and had no role in the change in terms at issue;

6 WHEREAS, Chase confirms that all of the class members entered into contracts regarding  
7 the credit card accounts at issue with Chase, the issuer of the accounts, and not the Trust, and that  
8 each of the class members had contractual relationships with Chase, and not the Trust, regarding  
9 the credit card accounts at issue at the time of the change in terms at issue;

10 WHEREAS, the remaining claim in the Master Complaint in this matter is for breach of the  
11 implied covenant of good faith and fair dealing;

12 WHEREAS, based on the foregoing, the parties agree that it is appropriate to dismiss the  
13 Trust from this matter;

14 WHEREAS, this Stipulation is made in good faith and not for purposes of delay.

15 IT IS HEREBY STIPULATED, by and between the parties, through their respective  
16 counsel of record, that:

17 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), the above-captioned matter shall  
18 be, and is, dismissed WITHOUT PREJUDICE as to all claims asserted in the Master Complaint  
19 against Chase Issuance Trust, with each party to bear their own attorneys’ fees and costs.

20 IT IS SO STIPULATED.

21 Dated: April 11, 2012

22 STROOCK & STROOCK & LAVAN LLP  
23 JULIA B. STRICKLAND  
24 STEPHEN J. NEWMAN  
25 ALEXANDRIA KACHADOORIAN  
26 CHRISTINE E. ELLICE

27 By:                                   /s/ Stephen J. Newman                                    
28 Stephen J. Newman

Attorneys for Defendants

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Dated: April 11, 2012

LIEFF CABRASER HEIMANN & BERNSTEIN,  
LLP  
ELIZABETH J. CABRASER  
MICHAEL W. SOBOL  
ROGER N. HELLER

By: /s/ Roger N. Heller (with permission)  
Roger N. Heller

Attorneys for Plaintiffs

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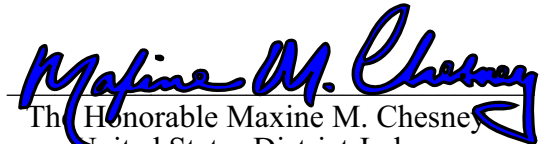
**ORDER**

IT IS HEREBY ORDERED, pursuant to the Stipulation between the parties, that:

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), the above-captioned matter shall be, and is, dismissed WITHOUT PREJUDICE as to all claims asserted in the Master Complaint against Chase Issuance Trust, with each party to bear their own attorneys' fees and costs.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 12, 2012

  
The Honorable Maxine M. Chesney  
United States District Judge