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7 **UNITED STATES DISTRICT COURT**
 8 **NORTHERN DISTRICT OF CALIFORNIA**
 9 **SAN JOSE DIVISION**

10 JEFFREY SCHULKEN AND JENIFER
 11 SCHULKEN, individually and on behalf of a
 12 class of similarly situated individuals,

Plaintiffs,

v.

14 WASHINGTON MUTUAL BANK and
 15 JPMORGAN CHASE BANK, N.A.

Defendants.

No. 09-cv-2708-LHK

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL TO
 CLASS ACTION SETTLEMENT**

Honorable Lucy H. Koh

AS MODIFIED

18
 19 WHEREAS, a class action is pending before the Court styled *Schulken v. Washington*
 20 *Mutual Bank and JPMorgan Chase Bank, N.A.*, Case No. 09-cv-2708-LHK (the “Action”); and

21 WHEREAS, Plaintiffs JEFFREY and JENIFER SCHULKEN and Defendant JPMorgan
 22 Chase Bank, N.A., a national banking association with its principal place of business in Ohio,
 23 (“Chase” or “Defendant”) have entered into a Settlement Agreement dated April 26, 2012 which,
 24 together with the Exhibits attached thereto, sets forth the terms and conditions for a proposed
 25 settlement and dismissal of the Action with prejudice as to Defendant upon the terms and
 26 conditions set forth therein (the “Settlement Agreement”), and the Court having read and
 27 considered the Settlement Agreement and Exhibits attached thereto;

1 This matter coming before the Court upon the agreement of the Parties, good cause being
2 shown, and the Court being fully advised in the premises,

3 IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

4 1. Terms and phrases in this Order shall have the same meaning as ascribed to them in
5 the Settlement Agreement.

6 2. The Parties have moved the Court for an order approving the settlement of the
7 Action in accordance with the Settlement Agreement, which, together with the documents
8 incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of
9 the Action with prejudice, and the Court having read and considered the Settlement Agreement
10 and having heard the parties and being fully advised in the premises, hereby preliminarily
11 approves the Settlement Agreement in its entirety subject to the Fairness Hearing for purposes of
12 deciding whether to grant final approval to the Settlement Agreement.

13 **Settlement Class and Subclass**

14 3. The instant Settlement Agreement is entered with regard to the Class and Subclass
15 previously certified by this Court as follows:

16 The Inability to Verify Class (the "Class"): All HELOC borrowers nationwide
17 who were parties to the "Schulken HELOC Contract" and whose HELOCs Chase
18 blocked through the 4506-T Program when the customers did not provide either a
complete IRS Form 4506-T, paystubs, or both, upon Chase's request.

19 The TILA Notice Subclass (the "Subclass"): All Inability to Verify Class
20 members with the Schulken HELOC Contract to whom Chase sent a notice of
suspension stating that Chase's reason for suspending the HELOC was a purported
inability to verify the borrower's financial circumstances.

21 (Dkt. 184 at 23.) The Court also appointed the undersigned counsel as Class Counsel and Plaintiffs
22 Jeffrey and Jenifer Schulken as representatives of the Class and Subclass. (*Id.*)

23 4. The Court finds, subject to the Fairness Hearing referred to in Paragraph 19 below,
24 that the Settlement Agreement is fundamentally fair, adequate, and reasonable.