

1 Charles D. Marshall (State Bar No. 236444)

2 **MARSHALL LAW FIRM**

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8 Attorney for Plaintiff

9 **RON DAVIS**

10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 RON DAVIS, an individual, on behalf of  
13 himself and all others similarly situated,

14 Plaintiff,

15 vs.

16 VISA, INC., a Delaware corporation,

17 Defendant.

18 Case No. 3:13-cv-5125-CRB

19 **DECLARATION OF CHARLES D.**  
20 **MARSHALL IN SUPPORT OF MOTION**  
21 **FOR AN AWARD OF ATTORNEY'S**  
22 **FEES AND COSTS AND AWARD OF**  
23 **SERVICE AWARD TO NAMED**  
24 **PLAINTIFF**

25 Hearing Date: March 20, 2015

26 Hearing Time: 10:00 a.m.

27 Judge: Hon. Charles R. Bryer

28 Trial Date: None Set

1 I, Charles D. Marshall, hereby declare as follows:

2 1. I am the owner of the Marshall Law Firm, counsel for Plaintiff Ron Davis and the  
3 Class in this class action against VISA, Inc. (“VISA”). I am submitting this Declaration in support  
4 of Plaintiffs’ motion for an award of attorneys’ fees and expenses and named plaintiff’s incentive  
5 award.

6 2. I am a recognized member of the class action bar and have had significant  
7 involvement in large, complex class actions. The firm’s practice involves class actions and I have  
8 substantial experience in consumer class action cases. My firm’s resume, which includes my  
9 professional biography, is attached hereto as Exhibit 1.

10 3. The Marshall Law Firm performed the following professional services for the  
11 benefit of the certified class in this action: During this litigation, I performed substantial work on  
12 behalf of the class. After I was first contacted by Plaintiff Davis about VISA’s refusal to reimburse  
13 his claim against VISA’s Collision Damage Waiver benefit (“CDW Benefit”) for damage to a  
14 rented Zipcar, I conducted extensive factual and legal investigations into the nature of the  
15 Plaintiff’s CDW Benefit claim as well as VISA’s obligations under the CDW Benefit, VISA’s  
16 representations, and various state and federal laws. I obtained documents and information from  
17 other class members and public forums to develop a history and trajectory of the complaints  
18 customers had about the CDW Benefit, as well as to gain an understanding of the policy and  
19 manner of VISA’s denial of the benefit to determine whether the denial was such that could be  
20 pursued under the theories ultimately alleged in the complaint. I also communicated with many  
21 VISA cardholders who related to me their stories of CDW Benefit denials and presented me with  
22 submitted claims and VISA’s responses and denial letters to better understand and develop the  
23 legal theories set forth in the complaint. Ultimately, this investigation led to drafting the initial  
24 complaint, which was filed on November 4, 2013. That complaint alleged that the failure to cover  
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1 Zipcar rentals under the Benefit constituted violations of California's Unfair Competition Law  
2 ("UCL") Cal. Bus. & Prof. Code § 17200 *et seq.* and California's Consumer Legal Remedies Act  
3 ("CLRA"), Cal. Civ. Code § 1750 *et seq.*; as well as alleging claims for breach of contract, breach  
4 of the implied covenant of good faith and fair dealing, and a claim for declaratory relief.

5 4. VISA responded to the complaint with a motion to dismiss. After extensive  
6 evaluation of the motion and the complaint, and in an effort to streamline the litigation, I drafted  
7 and filed on behalf of Plaintiff an amended complaint which, among other things, added additional  
8 facts to address VISA's concerns in its motion. That complaint, filed on February 28, 2014,  
9 alleged claims under the fraud and unfair prongs of the UCL, for breach of contract and for breach  
10 of the duty of good faith and fair dealing.

12 5. VISA responded to that amended complaint with a second motion to dismiss,  
13 which was fully briefed and argued before this Court. On April 18, 2014, the Court granted in part  
14 and denied in part VISA's Motion to Dismiss, dismissing claims under the fraud prong of the  
15 UCL, but allowing claims under the UCL unfair prong to proceed, as well as the claims for breach  
16 of contract and breach of the covenant of good faith and fair dealing.

18 6. Prior to the ruling, the parties began comprehensive discussions regarding the  
19 underlying factual allegations and potential settlement options. The parties agreed to and  
20 scheduled mediation with the Honorable Rebecca Westerfield (Retired). In preparation for  
21 mediation, the parties engaged in multiple discussions regarding what documentation was needed  
22 to make the most of the mediation. I gathered, prepared and provided VISA with documents  
23 relating to Plaintiff Davis' claims and supporting the theories in the complaint. I also spent  
24 significant time reviewing, analyzing and cataloguing the documents VISA provided in relation to  
25 the legitimacy of Plaintiff's claims, the scope of the class, claims made by other class members,  
26 and the procedure VISA undertook to identify those class members in preparation for the  
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1 mediation. I also prepared arguments relating to each claim, the likelihood of success, and several  
2 ranges of settlement options. Indeed, prior to the meditation, I engaged in multiple conferences  
3 with VISA's counsel discussing these matters in an effort to reach agreement on as many issues as  
4 possible, leaving only the truly contested matters for mediation.

5         7. In June, after a full day of mediation, the parties reached an agreement in principle  
6 for a class settlement. Negotiations for fees and expenses were adversarial, conducted at arm's-  
7 length, and conducted only after reaching an agreement on the monetary relief to the class and  
8 VISA's policy changes. Over the next couple months, the parties spent significant time negotiating  
9 the details of the claims process and the notice program, finally arriving at the Settlement  
10 Agreement filed with Plaintiff's motion for preliminary approval. I drafted the motion for  
11 preliminary approval and supporting papers, drafted and engaged in negotiations with VISA's  
12 counsel over the notice and claim forms, and prepared for and attended the preliminary approval  
13 hearing. Throughout all of these proceedings and circumstances, I continued to receive and field  
14 calls from interested class members and inform them of the status of the case as well as continue  
15 to gather facts and class member profiles to ensure I had the best understanding of the facts  
16 underlying the claims and relief desired by class members.

17         8. In connection with these activities, I spent at least 143.40 hours of professional  
18 time working for the benefit of the class, representing a lodestar of \$64,395.00 using my current  
19 hourly rate. This work was performed on a wholly contingent basis. I exercised reasonable billing  
20 judgment and reduced this amount by 7.1 hours equaling \$3,195.00 in lodestar. The result is that  
21 my lodestar is \$61,335.00, representing 136.3 hours of work. However, by agreement with  
22 VISA, the Marshall Law Firm only seeks \$57,520 in fees, which is the equivalent to 127.82 hours  
23 of work. I expect my firm will devote additional time and resources to this matter in relation to  
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1 final approval and continued communications with class members. This matter was managed  
2 efficiently, and the fee request represents fair and reasonable award.

3 9. As a solo practitioner, I am the only attorney who performed work on this matter  
4 for the Plaintiff and Class. My hourly rate is \$450 per hour, and the hours listed above are  
5 presented from contemporaneous, daily time records regularly prepared and maintained by me,  
6 which are available at the request of the Court. I have personally reviewed these records for  
7 accuracy and to ensure that the professional time therein was reasonably expended for the benefit  
8 of the class. In addition, I have expended approximately 5 hours on tasks related to Plaintiff's  
9 motion for attorney's fees, which time is not included in any of the lodestar total provided above.

10 10. Based on my experience with other class actions and complex matters—which is  
11 detailed in my firm's resume attached as Exhibit 1 to this declaration—I believe the time I  
12 expended in connection with this litigation is reasonable in amount and necessary to ensure the  
13 success of this case, particularly given the hard-fought nature of the case, complexity of the issues  
14 and the excellent monetary and policy relief obtained for the Class.

15 11. My customary hourly rate—which is \$450—is consistent with the prevailing rates  
16 in this District and was most recently approved in the Northern District of California in *In re:*  
17 *Chase Bank, USA, N.A. "Check Loan" Contract Litigation*, Case No. 3:09-md-2032 MMC (JSC)  
18 ("Check Loan Case") on November 19, 2012. See Check Loan Case Final Approval Order and  
19 Judgment attached as Exhibit 2 and portion of declaration submitted in Check Loan Case showing  
20 breakdown of rates and time attached as Exhibit 3. I set my hourly rate according to the prevailing  
21 market rates, bill my hourly paying clients that same rate, and am routinely awarded fees  
22 according to that rate. I primarily represent clients on a contingent fee basis, both in class and  
23 individual cases. However, I also represent clients on an hourly basis and am paid the same rate in  
24 those matters.

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12. In addition to expending professional time on behalf of class members, my firm also incurred \$2,711.95 in unreimbursed out-of-pocket expenses litigating this case on behalf of class members. The expenses break down as follows: (1) filing fees- \$400, (2) service of process fees (\$36.95), (3) mediator fees \$2,275. The actual expenses incurred in the prosecution of this case are reflected on the computerized accounting records of my law office. The accounting records are prepared by me from receipts and check records and accurately reflect all actual expenses incurred. I do not mark up any expense. Upon request, we will provide the Court with copies of documentation for each of these items.

13. During the course of this case, I was involved in communicating with the named plaintiff Ron Davis by telephone and email. I received feedback and direction from the plaintiff at different times during the litigation, including during the negotiation process leading up to the pending settlement. Plaintiff Davis played an important role in the prosecution of this action as set forth below:

a. Prior to his involvement as named plaintiff, Ron Davis spent several hours discussing with me the facts and claims relating to his claim and denial under VISA's CDW Benefit, the facts and potential counts relating to the claims, his duties as a class representative, and his expectations of the litigation. Plaintiff Davis actively assisted counsel in preparing the factual allegations in the complaint, and in discussing the claims and denial process under the CDW Benefit.

b. Plaintiff Davis searched for and provided counsel with a clear record of his CDW Benefit claim and VISA's conduct in relation to its denial. He maintained detailed files of written and oral communications with VISA and was able to provide information critical to the drafting of the factual allegations of the claims. Plaintiff Davis also

1 conducted his own web-based research relating to complaints about the CDW Benefit.

2 These efforts were made not only to assist the preparation of the claims in the Complaint,  
3 but also to assist counsel in meeting the informal discovery production agreement.

4 c. Plaintiff Davis reviewed and commented on major case pleadings, including  
5 the complaints and motions to dismiss. Plaintiff Davis also provided substantial feedback  
6 during the mediation and reviewed and provided substantial feedback relating to the  
7 negotiation of the Settlement Agreement, and was an adamant proponent of ensuring VISA  
8 either change its policy to accept Zipcar claims, or provide more clarity if Zipcar claims  
9 were to be denied.  
10

11 d. Plaintiff Davis assisted me in my continued research and understanding of  
12 the cause and scope of the CDW Benefit denials, as well as VISA's course of conduct.

13 e. Plaintiff Davis kept in contact with counsel during the course of the  
14 litigation, sought frequent updates and involvement in the settlement process, provided  
15 counsel with all necessary information, and was prepared to provide both deposition and  
16 trial testimony if needed.  
17

18 14. The involvement of Plaintiff Davis provided a substantial benefit to the overall  
19 class action. His involvement enabled counsel to not only bring this lawsuit, but also to formulate  
20 the legal theories that were the basis of the case, precipitate the Settlement, certify the settlement  
21 class, and receive an exceptional recovery of cash and policy changes for the members of the  
22 class. Approval of the service award requested will help serve the important function of  
23 encouraging individuals, like those affected in this action, to pursue enforcement of their rights,  
24 and reasonably compensates those persons that took the time and effort to do so. The request for a  
25 service award for Plaintiff Davis was made only after all substantive relief to the Class was agreed  
26 upon in its principal form.  
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that this declaration was executed on February 11, 2015 at Danville, CA.

*Charles D. Marshall*

Charles D. Marshall



**Ex. 1**



2121 N. California Blvd., Suite 290  
Walnut Creek, CA 94596

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## FIRM RESUME

### Litigation Approach

The Marshall Law Firm's business strategy is to aggressively develop and pursue opportunities in the field of class action and individual consumer protection litigation. Chuck Marshall has over 16 years of experience in class action and consumer protection litigation and has represented client both the plaintiff and defense side. The Firm relies heavily on high speed scanning and paperless distribution through its computer system to generate efficiencies in legal research and drafting, time-keeping, financial control and planning.

The Firm's class action practice involves claims relating to violations of consumer protection laws, truth in lending legislation, financial services, accounting malpractice, breach of fiduciary duties of corporate officers and directors, and products liability.

The aggressive, result-oriented approach to client representation applied by Chuck Marshall has been demonstrated in the following litigation:

*In re: Chase Bank USA, N.A. "Check Loan" Contract Litigation:* As shareholder at Green Welling LLP, Chuck Marshall was appointed to the Executive Committee for this multidistrict litigation asserting breach of contract claims on behalf of over 1 million credit card holders. *See In re:* The parties agreed to a nationwide settlement of the action for \$100 million.

*Maher v. Audi of America.* Chuck Marshall was appointed Class Counsel and led this nationwide class action alleging a defect in the Audi TT instrument cluster. The defect was alleged to cause various safety issues such as inaccurate gas-gauge readings and even the complete, unexpected shutdown of the car. In June of 2008, Mr. Marshall secured final approval of a settlement requiring Audi to extend the warranties on the vehicle and to refund to all class members all amounts expended to repair the alleged defect--often, in excess of \$1000 for each class member.

*Brothers v. Hewlett-Packard.* In this case Chuck Marshall served as co-class counsel and secured speedy relief for owners nationwide of certain HP laptop computers that were alleged to contain a defect associated with an advanced graphics card. Consumers received a free new motherboard and a refund of 100% of expenses associated with a repair of the alleged defect.

*Parkinson v. Hyundai Motor America:* Chuck Marshall represented consumers in a nationwide action involving the 2003 Hyundai Tiburon. The complaint alleged that though Hyundai knew the vehicles' flywheel and clutch parts failed prematurely, it sold the vehicles without telling customers and later refused to cover repairs under warranty. The court approved a settlement of the matter which provided cash reimbursements to class members for money spent on clutch repairs or replacements, as well as entitling class members to free replacement of the defective flywheel parts.

*In re: Textainer Partnership Securities Litigation.* Chuck Marshall served as Co-Lead Trial Counsel in these consolidated cases. The cases settled for \$10 million after Plaintiffs' obtained a ruling in their favor at the conclusion of Phase 1 of the trial in San Francisco Superior Court. The Plaintiffs asserted breach of fiduciary duty claims in connection with sale of assets transaction that resulted in the dissolution of six limited partnerships.

*Pileggi v. Wells Fargo, N.A.:* On the defense side, as special counsel at Severson & Werson, I successfully defended a putative national class action brought against Wells Fargo, N.A. based on purported violations of the Equal Credit Opportunity Act by obtaining a denial of plaintiff's class certification brief.

### **Attorney Background and Experience**

**Chuck Marshall** has practiced extensively in the fields of complex and class action litigation since 1998. He graduated from Loyola University Chicago School of Law in 1998, and received an ABEd. from the University of Michigan in 1994. Mr. Marshall represents consumers victimized by a wide range of corporate, banking and credit schemes, consumers who fall prey to credit reporting errors and consumers of defective products. He also represented financial services institutions defending against class actions and complex litigation as Special Counsel to Severson & Werson, P.C. Mr. Marshall is an active member of the National Association of Consumer Advocates (NACA) and is licensed to practice law in Illinois and California.

Ex. 2

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In Re: Chase Bank USA, N.A. "Check Loan"  
Contract Litigation

MDL No. 2032

Case No. 3:09-md-02032 MMC (JSC)

THIS DOCUMENT APPLIES TO ALL  
ACTIONS

~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT

1 This matter came before the Court for hearing pursuant to the Court's Preliminary Approval  
2 Order dated August 9, 2012, and on the motion for and papers in support of final approval of the  
3 proposed Class Settlement Agreement and Release, dated July 20, 2012 (the "Settlement"). Due and  
4 adequate notice having been given to the Class of the proposed Settlement, as required by the  
5 Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, IT  
6 IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth  
8 in the Settlement.

9 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, and venue is  
10 proper in this District, pursuant to the Transfer Order from the United States Judicial Panel on  
11 Multidistrict Litigation (Document No. 1).

12 3. The "Class" and "Class Member(s)" for purposes of this Order means the class certified  
13 by the Court in its May 13, 2011 order as follows:

14 All persons or entities in the United States who entered into a loan agreement with Chase,  
15 whereby Chase promised a fixed APR until the loan balance was paid in full, and (i)  
16 whose minimum monthly payment was increased by Chase to 5% of the outstanding  
17 balance, or (ii) who were notified by Chase of a minimum payment increase and  
subsequently closed their account or agreed to an alternative change in terms offered by  
Chase.

18 Excluded from the Class are: (a) those Persons listed in Schedule 1, attached hereto ("Valid Opt-Outs");  
19 and (b) any Persons within the Class definition certified by the Court who, according to the Settlement  
20 Administrator's records, were not sent the Notice of Pendency and were not sent Settlement Notice B  
21 pursuant to Section 5.3 of the Settlement. Valid Opt-Outs and other Persons excluded from the Class, as  
22 set forth in this paragraph, are not Class Members as that term is defined and used herein, and shall not  
23 be bound by this Final Approval Order or any release provided herein.

24 4. The Court holds that the notice provisions set forth under the Class Action Fairness Act,  
25 28 U.S.C. § 1715, were complied with in this case.

26 5. The Court reiterates that this Action is properly maintained as a class action pursuant to  
27 Federal Rule of Civil Procedure 23, and that the Class Representatives and Class Counsel fairly and  
28 adequately represent the interests of the Class Members.

1           6.       The Court finds that the Notice Program provided for in the Settlement, and previously  
2 approved and directed by the Court, has been implemented by the Settlement Administrator and the  
3 Parties, and that such Notice Program, including the approved forms of notice, constitutes the best  
4 notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23  
5 of the Federal Rules of Civil Procedure, and all other applicable laws.

6           7.       The Court finds that the Settlement, including the exhibits thereto, is fair, reasonable,  
7 and adequate to the Class Members, is in the best interests of the Class Members, has been entered into  
8 in good faith, and should be and hereby is fully and finally approved pursuant to Federal Rule of Civil  
9 Procedure 23. The Settlement represents a fair resolution of all claims asserted on behalf of the Class  
10 Representatives and the Class Members, and fully and finally resolves all such claims. Chase and each  
11 Class Member shall be bound by the Settlement, including the releases contained therein, and the  
12 Parties, the Settlement Administrator, and the Payment Advisor are hereby directed to implement the  
13 Settlement in accordance with the terms and provisions thereof.

14           8.       The Court has considered and hereby overrules all objections to the Settlement. After  
15 consideration of all relevant factors, *see, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575  
16 (9th Cir. 2004), including, *inter alia*, the strength of Plaintiffs' case; the risk, expense, complexity, and  
17 likely duration of further litigation; the risk of maintaining class action status throughout trial; the  
18 monetary and other relief provided for in the Settlement; the extent of discovery completed, and the  
19 stage of the proceedings; the experience and views of Class Counsel and the mediator; and the reaction  
20 of the Class Members to the proposed Settlement (including the objections and comments submitted by  
21 Class Members), the Court finds that the Settlement is not the product of fraud or overreaching by, or  
22 collusion between, the negotiating parties, and taken as a whole is fair, reasonable and adequate to all  
23 concerned.

24           9.       The Court finds the attorneys' fees and expenses requested are fair and reasonable, given  
25 the results achieved, the complexities of the case and skill required of counsel, the contingent nature of  
26 the fee, and the reaction of the Class. The Court further finds the requested service awards are fair and  
27 reasonable, given the time and effort expended by the recipients on behalf of the Class. Accordingly,  
28 Class Counsel is hereby awarded attorneys' fees in the amount of \$25,000,000 and reimbursement of

1 common expenses in the amount of \$1,194,415.20, such amounts to be paid from the common  
2 Settlement Fund and distributed pursuant to section 8 of the Settlement. The Class Representatives are  
3 hereby awarded service awards of \$7500 each, and the Related Action Plaintiffs are awarded service  
4 awards of \$1000 each, such amounts to be paid from the common Settlement Fund.

5 10. As of the Effective Date of the Settlement, each Class Representative and each Class  
6 Member, and their respective heirs, executors, administrators, representatives, agents, attorneys,  
7 partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, shall  
8 be deemed to have, and by operation of this Final Approval Order shall have, fully, finally and forever  
9 released the Released Parties from all Released Claims, as more fully set forth in the Settlement. The  
10 Class Representatives, on their own behalf and on behalf of all Class Members, covenant and agree that  
11 the Class Members shall not hereafter be permitted to seek to establish (or permit another to act for  
12 them in a representative capacity to seek to establish) liability against any Released Party for any  
13 Released Claim.

14 11. Chase shall not sue the Class Representatives, Class Counsel, or the Related Action  
15 Plaintiffs or their counsel for malicious prosecution or abuse of process based on the filing of this  
16 Action or the Related Actions.

17 12. This Final Approval Order, the Preliminary Approval Order, the Settlement, and any act  
18 performed or document executed pursuant to or in furtherance thereof:

19 a. Shall not be offered or received against the Released Parties as evidence of, or be  
20 construed as or deemed to be evidence of, any admission or concession by the Released Parties as to (i)  
21 the truth or relevance of any fact alleged in this Action or any of the Related Actions, (ii) the validity of  
22 any claim that has been or could have been asserted in the Master Class Action Complaint or in any  
23 other action or proceeding, including but not limited to this Action or the Related Actions, or (iii) any  
24 liability, negligence, fault, or wrongdoing of the Released Parties;

25 b. Shall not be offered as or received against any of the Released Parties as  
26 evidence of, or construed as or deemed to be evidence of, any admission or concession of any liability,  
27 negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the  
28 Parties to the Settlement, in any other civil, criminal or administrative action or proceeding, other than



1 such proceedings as may be necessary to effectuate the provisions of the Settlement, except that the  
2 Released Parties may refer to it to effectuate the releases and other protections granted them under the  
3 Settlement;

4 c. Shall not be deemed an admission by Chase or any of the Released Parties that  
5 they are subject to the jurisdiction of any court; and

6 d. Shall not be construed against Chase or any of the Released Parties as an  
7 admission or concession that the consideration to be given under the Settlement represents the amount  
8 which could be or would have been recovered after trial.

9 13. The Released Parties may file the Settlement and this Final Approval Order in any  
10 action that may be brought against them in order to support a defense or counterclaim based on  
11 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction,  
12 set-off or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13 14. The Court orders that, upon the Effective Date, the Settlement shall be the exclusive  
14 remedy for any and all Released Claims of each and every Class Representative and Class Member.  
15 The Court thus hereby permanently bars and enjoins every Class Member from commencing,  
16 prosecuting, pursuing or continuing any and all Released Claims against any and all Released Parties.  
17 The Court hereby orders every Class Member to dismiss with prejudice any and all actions, suits,  
18 demands, or claims asserting any Released Claim.

19 15. The Court hereby dismisses with prejudice this Action and those Related Actions  
20 coordinated in MDL 2032 pursuant to 28 U.S.C. § 1407.

21 16. Without affecting the finality of this Final Approval Order in any way, the Court hereby  
22 retains continuing jurisdiction over (a) all matters relating to the modification, interpretation,  
23 administration, implementation, effectuation and enforcement of the Settlement and the Parties'  
24 stipulated protective order; (b) further proceedings, if necessary, on Class Counsel's fee application;  
25 and (c) the Parties, Class Counsel and Class Members for the purpose of construing, enforcing, and  
26 administering the Settlement and this Final Approval Order.

27 17. If an appeal, writ proceeding or other challenge is filed as to this Final Approval Order,  
28 and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made

1 and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be  
2 null and void to the extent provided by and in accordance with the Settlement.

3 18. Without further order of the Court, the Parties may agree to reasonably necessary  
4 extensions of time to carry out any of the provisions of the Settlement.

5 19. The Clerk shall enter a Judgment forthwith.

6 IT IS SO ORDERED.

7  
8 Dated: November 19, 2012

  
MAXINE M. CHESNEY  
United States District Judge

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Ex. 3

**IN RE CHASE CREDIT CARD LITIGATION; MDL No. 2032**  
**Time and Lodestar Summary (Current)**  
**Plaintiffs**

<b>Firm Name</b>	<b>Green &amp; Noblin, P.C (f/k/a Green Welling, P.C.)</b>			
<b>Time Period</b>	<b>Inception through July 2012</b>			
<b>Name</b>	<b>Status</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Total Lodestar</b>
Robert S. Green	(P)	\$650	1989.8	\$ 1,293,370.00
Charles D. Marshall	(P)	\$450	550.5	\$ 247,725.00
Nicole D. Reynolds	(SA)	\$350	15.3	\$ 5,355.00
Nicole L. Belushko	(PL)	\$195	321.0	\$ 62,595.00
Patricia J. Spaleta	(PL)	\$195	33.9	\$ 6,610.50
<b>TOTAL</b>			<b>2910.5</b>	<b>\$ 1,615,655.50</b>

**Status:**

(P) Partner  
(OC) Of Counsel  
(SA) Senior Associate  
(A) Associate  
(LC) Law Clerk  
(PL) Paralegal  
(CA) Contract Attorney