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14 *Attorneys for Plaintiffs,*

15 **UNITED STATES DISTRICT COURT**
16 **SOUTHERN DISTRICT OF CALIFORNIA**

17 PATRICIA CONNOR, Individually
18 and on Behalf of All Others
Similarly Situated,

19 Plaintiffs,

20 v.

21 JPMORGAN CHASE BANK AND
22 FEDERAL NATIONAL
MORTGAGE ASSOCIATION a/k/a
FANNIE MAE,

23 Defendants.

24 **Case No: 10 CV 1284 GPC BGS**

25 **CLASS ACTION**

26 **PLAINTIFFS' RESPONSE TO**
27 **OBJECTION TO PROPOSED**
28 **ORDER AND NOTICE OF INTENT**
TO OBJECT TO PRELIMINARY
AND FINAL APPROVAL (Dkt. No.
104)

The Hon. Gonzalo P. Curiel

Courtroom: 2D
Hearing Date: April 18, 2014
Time: 1:30 p.m.

1 Plaintiffs Patricia Connor and Sheri L. Bywater, (collectively “Plaintiffs”),
2 submit this response to the portion of the objection claiming the settlement treats
3 the class members differently, filed by Objector John W. Davis on April 16, 2014,
4 Dkt. No. 104.

5 Objector argues that because the Group 2 claimants could receive a lesser pro
6 rata amount than the Group 1 claimants if a higher claims rate is achieved, such
7 result violates due process. Objection, p. 3. However, that will not occur because
8 the proposed settlement does not in fact treat the Group 1 and Group 2 claimants
9 differently. In fact, all will receive the same \$69.97 if a claims rate less than the
10 anticipated claims rate results, and if a higher than projected claims rate is achieved,
11 all Group 1 and Group 2 claimants will receive the same pro rata reduction. As set
12 forth in the Amendment to Settlement Agreement and Release, Dkt. No. 100-5, all
13 claims of both Group 1 and Group 2 claimants would be reduced on a pro rata basis
14 if that scenario occurs: “Claims of the Newly-identified Settlement Class Members
15 of Subclass A are capped at \$69.97 but may be reduced pro rata, along with the
16 claim amount for all Approved Claims previously received, if more than 60,998
17 new, valid and timely claims are received.” Id. at § 5.06, emphasis added. To the
18 extent the moving papers gave the impression that only the Group 2 claimants
19 would receive a reduced pro rata distribution, Plaintiffs are clarifying these facts
20 that by this filing.¹ Objector cites to the Memo at p. 5: “The exact amount paid to
21 Group 2 claimants depends on the number of claims filed” for the proposition that
22 perhaps Group 1 and Group 2 claimants would receive different amounts.
23 However, that is a true statement but does not mean Group 1 and Group 2 are being
24 treated differently, as Objector suggests. It only means that if a higher claims rate
25 for Group 2 is achieved than has been projected, all claims could be paid at a lower
26 amount, yet still equal. In support of that sentence, the Memo then cited to the

27 ¹ See Memo of Points & Authorities (Dkt. No. 100-1) referring to the fact that
28 amounts paid would be reduced on a pro rata basis were perhaps not clear enough
to confirm all Group 1 and Group 2 claimants’ payments would be reduced on a pro
rata basis. See Memo at p.6, ll.6-8; p. 12, ll. 20-21.

1 Amendment to the Settlement Agreement and Release, § 5.06, quoted above, which
2 states both existing and new claims would be paid on a pro rata basis.

3 It should be noted that the original notice sent to the Group 1 Class Members,
4 Dkt. No. 66-2, stated that:

5 Subject to final Court approval, each person called on his or her
6 cell phone number will be paid from the Settlement Fund an
amount between \$25,000 and \$500.00 (or less than \$25,000
depending on the number of claims).

7 Therefore, whatever the pro rata amount ultimately is determined to be, \$69.97 or a
8 higher or lower amount, so long as it is within the parameters as stated in the Notice
9 sent to Group 1, there should be no objection. Furthermore, no additional notice is
10 required to Group 1, as Objector seems to argue (Objection, p. 3, fn. 1), because
11 Group 1 will in fact receive what was promised in the original Notice.

12 Plaintiffs respectfully request that the objections as to the alleged disparate
13 treatment of Group 1 and Group 2 be overruled.

14 Respectfully submitted,

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16
17 Dated: April 17, 2014

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19 By: /s/ Douglas J. Campion

Douglas J. Campion

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22 Dated: April 17, 2014

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1 Dated: April 17, 2014

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1 *Connor v. JPMorgan Chase Bank et al*
2 *United States District Court, Southern District of California*
3 *Case No.: 3:10-cv-01284-GPC-BGS*

4 **CERTIFICATE OF SERVICE**

5 I, the undersigned, declare as follows:

6 I am over the age of eighteen years and not a party to the case. I am employed in the County of San Diego,
7 California where the mailing occurs: My business address is 2221 Camino Del Rio South, Suite 101, San
8 Diego, CA 92108. I am readily familiar with our business' practice of collecting, processing and mailing of
9 correspondence and pleadings for mail with the United Postal Service.

10 On the date below I electronically filed with the Court through its CM/ECF program and served through the
11 same program the following document(s):

- 12 • **Plaintiffs' Response to Objection to Proposed Order and Notice of Intent to Object to Preliminary
13 And Final Approval (Dkt. No. 104)**

14 On the interested parties in said case addressed as follows:

15 Arjun P. Rao
16 Julia Beatrice Strickland
17 **Stroock & Stroock & Lavan**
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33 [X] ELECTRONICALLY, Pursuant to the CM/ECF System, registration as a CM/ECF user constitutes
34 consent to electronic service through the Court's transmission facilities. The Court's CM/ECF system
35 sends an email notification of the filing to the parties and counsel of record listed above who are
36 registered with the Court's CM/ECF system.

37 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
38 correct. Executed on April 17, 2014, at San Diego, California.

39 
40 Eva Dickey