

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

JOHN MEEHAN, *on behalf of himself and all
similarly situated individuals*,
Plaintiff,

Case No.: 1:22-cv-01073 (MSN/JFA)

v.

CAPITAL ONE, N.A.,
Defendant.

ORDER

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendant Capital One, N.A.; the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified, by Order entered May 17, 2023 a "Settlement Class," (ECF 27) and the Court, being fully advised finds that:

1. Certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement proposed by the parties in this case (ECF 24-1), is appropriate pursuant to Federal Rules of Civil Procedure 23(a) and 23(b). Defined terms used in this Order are those defined in the Settlement Agreement.
2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court's Preliminary Approval Order. This Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process.
3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials and finds that Defendant's notification complies fully with the applicable requirements of CAFA. ECF 39.

4. The Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties and is supported by the parties.
5. The settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Settlement Class in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability, damages and in maintaining the class action through trial and appeal.
6. The relief provided under the settlement constitutes fair value given in exchange for the release of claims.
7. The persons listed on **Exhibit 1** (ECF 41-1 at 7) have validly excluded themselves from the Settlement Class in accordance with the provisions of the Preliminary Approval Order.
8. The persons listed on **Exhibit 2** (ECF 41-1 at 9-10) submitted a Claim Form that was rejected; therefore, those Settlement Class Members do not release their claims against Defendant for actual damages.
9. The persons listed on **Exhibit 3** (ECF 41-1 at 12) submitted a Claim Form that was approved in part and rejected in part. Settlement Class Members, Class Counsel, Defendant, and the Settlement Administrator have the data reflecting which aspects of those Claim Forms were approved and which aspects were rejected. Settlement Class Members do not release their claims against Defendant for actual damages as to the rejected aspects of their Claim Form.
10. The parties and each Settlement Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

11. It is in the best interests of the parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

For the reasons stated above, it is hereby **ORDERED** that:

12. This action is a class action against Defendant Capital One, N.A., on behalf of a class of consumers that has been defined as follows:

Settlement Class: All persons residing in the United States of America (including its territories and Puerto Rico) who, from September 21, 2021 through February 27, 2023, disputed to Defendant as unauthorized one or more Multi-dispute Claims.

13. The Settlement Agreement submitted by the parties for the Settlement Class is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.
14. This action is hereby dismissed on the merits, with prejudice and without costs.
15. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.
16. Without affecting the finality of this judgment, the Court hereby reserves and retains

jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards five hundred thousand dollars (\$500,000.00)¹ as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses.
18. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, John Meehan, is awarded the sum of ten thousand dollars (\$10,000), to

¹ Pursuant to the Status Report filed as ECF 40, Class Counsel has agreed to pay certain claims that would have otherwise been denied as untimely out of its fee. These amounts will be deducted from this fee award.

be paid from the Settlement Fund, for the service he has performed for and on behalf of the Settlement Class.

19. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

It is **SO ORDERED**.

/s/
Michael S. Nachmanoff
United States District Judge
Michael S. Nachmanoff
United States District Judge

April 10, 2024
Alexandria, Virginia