

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LAWRENCE E. JAFFE PENSION PLAN, On )	Lead Case No. 02-C-5893
Behalf of Itself and All Others Similarly )	(Consolidated)
Situated, )	
	) <u>CLASS ACTION</u>
Plaintiff, )	
	) Honorable Jorge L. Alonso
vs. )	
	)
HOUSEHOLD INTERNATIONAL, INC., et )	
al., )	
	)
Defendants. )	
	)

---

**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Order”) dated June 24, 2016, on the application of the parties for approval of the settlement set forth in the Stipulation of Settlement dated as of June 17, 2016 (the “Stipulation”). Due and adequate notice having been given to the Class as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Members of the Class.

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the settlement set forth in the Stipulation and finds that:

(a) said Stipulation and the settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm’s-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled the Plaintiffs and the Defendants to have adequately evaluated and considered their positions.

4. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all Released Claims of the Class with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

5. Upon the Effective Date, the Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executed and delivered the Proof of Claim form or shares in the Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

6. All Class Members are hereby forever barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

7. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, and Plaintiffs' counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims. Claims to enforce the terms of the Stipulation are not released.

8. The Notice of Proposed Settlement of Class Action given to the Class was the best notice practicable under the circumstances, including the individual notice to all Members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

9. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

10. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related Parties, or (b) is or

may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Defendants and/or their respective Related Parties may file the Stipulation and/or this Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, and expenses in the Litigation and any dispute related to the allocation of attorneys' fees; and (d) all parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

12. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

13. In the event that the settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants' insurers, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

14. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

IT IS SO ORDERED.

11/10/16



---

Jorge L. Alonso  
United States District Judge

# EXHIBIT 1

*Jaffe v. Household Int'l Inc.*, No. 02-5893 (N.D. Ill.) – List of Opt-Outs

OptOutNo	First Name	Last Name	Name1	City	State	Zip	Received Date
HSHD1-EXCL00001	ILDEFONSO A	BAEZ		SAN DIEGO	CA	92102	2/24/2006
HSHD1-EXCL00002	NANCY J	KERNAN		BETHLEHEM	PA	18018	2/28/2006
HSHD1-EXCL00003	PATRICIA A	HEFNER		DAYTON	OH	45431	2/28/2006
HSHD1-EXCL00004	WILLIAM H	SIMS		COLUMBUS	OH	43202	2/28/2006
HSHD1-EXCL00005	ROSALIE J	DYKES		SALISBURY	MD	21804	2/28/2006
HSHD1-EXCL00006	ELIZABETH M	ASHTON		ARLINGTON HTS	IL	60005	2/28/2006
HSHD1-EXCL00007	MARY A	VOSS		KALAMAZOO	MI	49008	2/28/2006
HSHD1-EXCL00008	FLOYD E	HUMPHREY		NINEVEH	NY	13813	3/2/2006
HSHD1-EXCL00009	CATHERIN L	CALLAHAN		JACKSONVILLE BCH	FL	32250	3/7/2006
HSHD1-EXCL00010	PATRICIA M	KORTHALS		MILWAUKEE	WI	52219	3/13/2006
HSHD1-EXCL00011	BETSY E	HINAU	LAWRENCE E JAFFE PENSION PLN V	KEAAU	HI	96749	3/14/2006
HSHD1-EXCL00012	EDWINA	BURKETT		MILFORD	DE	19963	3/10/2006
HSHD1-EXCL00013	MARION	DREIFUREST		MILWAUKEE	WI	53209	3/15/2006
HSHD1-EXCL00014	CHARLOTTE L	ANDERSON ESTATE	GERTRUDE L ANDERSON	CALUMET CITY	IL	60409	3/17/2006
HSHD1-EXCL00015	ALICE M	ADAMS		TUCUMCARI	NM	88401	3/21/2006
HSHD1-EXCL00016	CELESTE	MURPHY		LAKE FOREST	IL	60045	3/21/2006
HSHD1-EXCL00017	MARILYN	FLEETWOOD	CHAUNCEY FLEETWOOD	SOUTHLAKE	TX	76092	3/22/2006
HSHD1-EXCL00018	ORTELIN	BOWSER		JENKINTOWN	PA	19046	3/24/2006
HSHD1-EXCL00019	PHILIP R	GIRARD		MEQUON	WI	53092	3/28/2006
HSHD1-EXCL80001	PAUL H	DENKE	BERYL A DENKE	PALOS VERDES EST	CA	90274	3/27/2006
HSHD1-EXCL80002	JOHN F	BATES	MARGUERITE H NIEZNAY	HEMET	CA	92543	3/28/2006
HSHD1-EXCL80003	JERRY J	UNITT REV TRUST		SAN DIEGO	CA	92105	3/27/2006
HSHD1-EXCL80004	ANNE E	MEHU		GAITHERSBURG	MD	20877	3/29/2006
HSHD1-EXCL80005	DANIEL J	SULLIVAN		TOLEDO	OH	43606	3/28/2006
HSHD1-EXCL80006	ELLEN	MEHU		GAITHERSBURG	MD	20877	3/29/2006
HSHD1-EXCL80007	MURRAY J	SMIDT		MARTINSVILLE	IN	46151	3/30/2006
HSHD1-EXCL80008	BRUCE Q	MEEK	HELEN G LAMAR	ST GEORGE	UT	84790	4/4/2006
HSHD1-EXCL80009	GILBERT	BENAZZI		FLUSHING	NY	11358	4/5/2006
HSHD1-EXCL80010	MAURICE	VERALLI		LONGVIEW	TX	75605	4/5/2006
HSHD1-EXCL80011	CLAYTOR W	ALLRED	JOAN D ALLRED	SALT LAKE CITY	UT	84121	4/4/2006
HSHD1-EXCL80012	JOYCE B	DROST		BALTIMORE	MD	21221	4/4/2006
HSHD1-EXCL80013	DIANE F	FUGEL	CGM IRA	MONTROSE	PA	18801	4/10/2006
HSHD1-EXCL80014	DIANE F	FUGEL	CGM IRA	MONTROSE	PA	18801	4/10/2006
HSHD1-EXCL80015	DIANE F	FUGEL		MONTROSE	PA	18801	4/10/2006
HSHD1-EXCL80016	KEN	YAMAGUCHI		HUNTINGTON BEACH	CA	92646	4/14/2006
HSHD1-EXCL80017	ALICE C	HUMPHREY		BEL AIR	MD	21014	4/14/2006
HSHD1-EXCL80018	PATRICIA J	FUDER		HOLLAND	MI	49423	5/26/2011