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10 Attorneys for Plaintiffs
11 Jordan Docter and Pat Bradley

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN JOAQUIN**

14 JORDAN DOCTER and PAT BRADLEY,
15 individually and on behalf of all similarly
16 situated individuals,

17 Plaintiffs,

18 v.

19 ACCOR MANAGEMENT US INC.,
20 FORMERLY KNOWN AS FAIRMONT
21 HOTELS & RESORTS (U.S.) INC., a
22 Delaware corporation, and DOES 1 through
23 10, inclusive,

24 Defendants.

Case No: STK-CV-UBT-2019-147

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
FILE BY FAX

Date: October 21, 2019
Time: 9:00 a.m.
Dept.: *SB 101A*

The Hon. George J. Abdallah, Jr.

Complaint filed: January 4, 2019
FAC filed: March 1, 2019

[Signature] OCT 21 2019
ROSA JUNQUEIRO, CLERK
[Signature]
DEPUTY

25 The Court, having granted preliminary approval of the Parties' class action settlement on
26 May 14, 2019, having read and considered Plaintiffs' Motion for Attorneys' Fees and Costs,
27 Class Representative Enhancement, and Claims Administration Fees and supporting papers, and
28 Plaintiffs' Motion for Final Approval of Class Action Settlement and Judgment and supporting

1 papers, and upon consideration of the argument presented, and with GOOD CAUSE
2 APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

3 1. This Court has jurisdiction over the subject matter of this action and all parties to this
4 action, including plaintiffs Jordan Docter and Pat Bradley (“Plaintiffs” or “Settlement
5 Class Representatives”), the Settlement Class Members,¹ as defined in Settlement
6 Agreement and Release (“Settlement Agreement”), and Defendant Accor Management
7 US Inc., formerly known as Fairmont Hotels & Resorts (U.S.) Inc. (“Defendant”).
8 Specifically, the members of the Settlement Class that are subject to this Final Order and
9 Judgment are: All consumers during the period November 13, 2015 through November
10 16, 2017 who stayed at a Fairmont Hotels and Resorts location in the United States and
11 received a printed folio which contained more than the last five digits of the credit or debit
12 card and/or the entire expiration date of the credit or debit card. Excluded from the
13 Settlement Class are all employees of Defendant or its parents, subsidiaries or affiliates,
14 all attorneys and employees of Settlement Class Counsel, any judicial officer, or his/her
15 immediate family, to which this case is assigned, and the seven Settlement Class Members
16 that timely submitted a request to be excluded from Settlement Class and are included in
17 the list attached hereto as **Exhibit A**.

18 2. The Court hereby finds that the notice of settlement, which was provided to Settlement
19 Class Members via U.S. mail, email, a settlement website, and online banner campaign, as
20 specified in the Settlement Agreement and as ordered by the Court, provided the terms of
21 the settlement, the date of the final fairness hearing, the manner in which Settlement Class
22 Members could object to or participate in the settlement, and the manner in which
23 Settlement Class Members could opt out of the class. The Court finds that it was the best
24 notice practicable under the circumstances, and complied fully with due process, and all
25 other applicable laws. The Court further finds that a full and fair opportunity has been
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27 ¹ Unless otherwise provided in this Final Approval Order and Judgment, all capitalized terms
28 shall have the same meaning as set forth in the Settlement Agreement and Release.

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afforded to all Settlement Class Members to participate in the proceedings to determine whether the proposed settlement should be given final approval.

3. The Court finds that the settlement is fair, reasonable and adequate in all respects, and is the product of good faith, arm's-length negotiations between the parties, and fully complies with all applicable provisions of law. Accordingly, the Court hereby finally and unconditionally approves the settlement, and specifically:


- a. Approves the non-reversionary \$2,000,000.00 Gross Settlement Amount as fair, reasonable, and adequate. By no later than 10 business days from the date of entry this Final Approval Order and Judgment, Defendant shall deposit the remaining amount required to fund all payments required by the Settlement Agreement and this Final Approval Order and Judgment (*i.e.*, \$2,000,000.00 less the amount previously paid for notice related costs);
- b. Approves the payment from the Gross Settlement Amount of \$10,000.00 to each of the named Plaintiffs and Settlement Class Representatives Jordan Docter and Pat Bradley as a service award, which is justified by the time and effort that they expended on behalf of the Settlement Class and the risk they assumed in bringing this action;
- c. Approves the payment from the Gross Settlement Amount of Settlement Class Counsel's attorneys' fee request of \$666,667, which represents one-third of the Gross Settlement Amount. The Court is satisfied that an award of fees to Class Counsel in the amount of \$666,667 is reasonable and appropriate under the circumstances of this case;
- d. Approves Settlement Class Counsel's request for reimbursement from the Gross Settlement Amount of out-of-pocket costs in the amount of \$25,000.
- e. Approves the payment from the Gross Settlement Amount to Heffler Claims Group, the Claims Administrator, of an amount not to exceed \$325,000, as final payment for the its actual costs and expenses of administering the settlement;

- 1 f. Approves payment from the Net Settlement Fund of the amount determined by the
- 2 Claims Administrator to be due to each Settlement Class Member who submitted
- 3 an approved Claim Form; and
- 4 g. Approves the payment of any unused funds remaining in the Gross Settlement
- 5 Amount, if any, and the funds represented by any uncashed settlement checks, to
- 6 the designated cy pres recipient, Public Counsel.
- 7 4. The Claims Administrator shall make all payments required by this Final Approval Order
- 8 and Judgment in accordance with the terms of the Settlement Agreement.
- 9 5. This Final Approval Order and Judgment applies to all claims or causes of action settled
- 10 under the terms of the Settlement Agreement and shall be fully binding with respect to all
- 11 Settlement Class Members who did not properly request exclusion pursuant to the
- 12 Preliminary Approval Order. This Final Approval Order and Judgment shall have a res
- 13 judicata effect and bar the named Plaintiffs and each Settlement Class Member who did
- 14 not timely opt-out from bringing any action asserting any of the "Released Claims" as
- 15 provided in the Settlement Agreement.
- 16 6. The Court sets a compliance hearing to confirm full administration of the settlement in
- 17 accordance with the terms of this Final Approval Order and Judgment. The compliance
- 18 hearing is set for MARCH 26, 2020 at ^{10:00}~~9:00~~ a.m. in Department ^{10A}~~9B~~. Class Counsel
- 19 shall submit a compliance report five court days prior to the compliance hearing.
- 20 7. If the settlement does not become final and effective in accordance with the terms of the
- 21 Settlement Agreement, this Order and Judgment, and all orders entered in connection
- 22 herewith, shall be vacated and shall have no further force or effect.
- 23 8. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters Judgment in
- 24 this action; provided, however, that, without affecting the finality of the settlement or the
- 25 Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction over
- 26 the Action and the Parties, including all Settlement Class Members, for purposes of
- 27 enforcing and interpreting this Order and Judgment, the settlement, and the claims process
- 28 established therein.

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IT IS SO ORDERED.

Dated: October 21, 2019


HON. GEORGE J. ABDALLAH, JR.
SUPERIOR COURT JUDGE

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EXHIBIT A

<u>Exclusion</u>	<u>First Name</u>	<u>Last Name</u>
1	Lauren	Stricker
2	Greg	Highfill
3	Dalya	Al Akam
4	Stella	Altrocchi
5	Jonathan	Eck
6	Ami	Mikhail
7	Joyce	Hazard