

CLASS ACTION SETTLEMENT NOTICE
READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED

Docter, et al. v. Fairmont Hotels and Resorts (U.S.) Inc.
San Joaquin Superior Court Case No. STK-CV-UBT-2019-147

What is the Case About?

This class action case alleges that Fairmont Hotels & Resorts (U.S.), Inc., now known as Accor Management US Inc., (“FHR” or “Defendant”) willfully violated the federal Fair and Accurate Credit Transactions Act (“FACTA”) by printing more than the last five digits of credit and debit card numbers and/or by failing to mask the expiration date on customers' credit and debit card folios or receipts provided to guests between November 13, 2015 through November 16, 2017. Defendant has denied the claims. Nonetheless, FHR and the Settlement Class Representatives have agreed to settle the dispute to avoid the uncertainty and costs of further litigation and a trial.

What is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. One court resolves the issues for all class members, except for those who exclude themselves from the class. The San Joaquin County Superior Court in California is in charge of this class action.

Am I a Class Member?

You are a Class Member if you stayed at an FHR location in the United States during the period November 13, 2015 through November 16, 2017 and received a printed folio or receipt which contained more than the last five digits of the credit or debit card and/or the entire expiration date of the credit or debit card you may be entitled to a payment from a class action settlement. You do not need to provide a copy of your folio or receipt to make a claim; however, FHR does have a record of all guest stays and your claim will be subject to verification.

Why is There a Settlement?

Both sides agreed to a Settlement to avoid the uncertainty and cost of a trial and provide benefits to Class Members. The Court did not decide in favor of Plaintiffs or Defendant, and FHR denies any liability or wrongdoing of any kind associated with the claims asserted in this class action.

What Can I Get From The Settlement?

Defendant has agreed to create a Settlement Fund of \$2,000,000 which, after notice and administration fees and costs, enhancement awards to Plaintiffs, and Class Counsel’s attorneys’ fees and costs are deducted, the entire remaining amount will be divided up amongst all Class Members who submit timely and valid Claim Forms. Based on claims rates in similar cases, we estimate that each Settlement payment will be between \$15 and \$20. Depending on the final claims rate, the actual amount paid to each Class Member who submits a timely and valid Claim Form could be more or less and will be calculated after the Court enters a Final Approval Order and the judgment becomes final.

What Do I Need to Do To Receive A Settlement Check?

To receive a Settlement payment, you must submit a claim. If you wish to submit a claim, visit www.fhrFACTAsettlement.com or contact the Claims Administrator at 1-833-253-8063 or by writing the Claims Administrator at Docter v. Fairmont Hotels & Resorts, c/o Claims Administrator, PO Box 58667, Philadelphia, PA 19102-8667 to get a Claim Form. The deadline to submit claims is September 10, 2019. You should also let the Claims Administrator know if you change your mailing address before you receive your Settlement check.

What Am I Giving Up by Not Excluding Yourself from the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class and will be bound by the terms of the Settlement and all of the Court's orders. This means that you can't bring your own case or be part of any other FACTA lawsuit against FHR. Staying in the Settlement Class also means that you agree to the following release of claims which describes exactly the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of this Agreement and the Final Approval Order and Judgment, shall have fully, finally, irrevocably, and forever, released Accor Management US Inc., formerly known as Fairmont Hotels & Resorts (U.S.) Inc., Accor Services US LLC, formerly known as FRHI Hotels & Resorts (U.S.) LLC, and all of their past and present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and their respective directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, franchisees, franchisors, partners, affiliates, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the "Released Parties") from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Complaint, or that relate to or arise out of the issuance of credit and debit card receipts or folios through November 16, 2017 (collectively, the "Released Claims"). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Complaint concerning the Fairmont hotel chain and violations of any law relating to the information that may appear on credit and debit card transaction receipts or folios, including but not limited to any claims under the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681. The Released Claims also include but are not limited to claims under any other state or federal statute, code, rule, regulation, or common law that relate to the information that may appear on credit and debit card transaction receipts or folios.

When Can I Expect To Receive My Settlement Benefits?

The Court will hold a hearing on October 21, 2019 at 9:00 a.m. Pacific Time, to decide whether to give final approval to the Settlement. You will be kept informed of the progress of the Settlement through the dedicated Settlement website at www.fhrFACTAsettlement.com. Please be patient.

Questions? Visit www.fhrFACTAsettlement.com or call 1-833-253-8063

Can I Exclude Myself From the Settlement?

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue the Defendant on your own about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter to the Claim Administrator at the address below stating that you wish to be excluded from the Settlement. Be sure to include the case name (*Docter v. Fairmont Hotels & Resorts*), a statement that you wish to be excluded from the Settlement, and your name, address, telephone number, and signature. You must mail your request for exclusion so that it is postmarked no later than September 10, 2019 and mailed to:

**Docter v Fairmont Hotels & Resorts
c/o Claims Administrator
PO Box 58667
Philadelphia PA 19102-8667**

If you request to be excluded from the Settlement, you will not get any Settlement benefits, and you cannot object to the terms of the Settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue the Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit covering this same claim, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

Do I Have a Lawyer in the Case?

The Court has appointed Keller Grover LLP and Gaines & Gaines, APLC to represent you and other Class Members, as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers Be Paid?

Class Counsel will ask the Court to approve payment of up to \$666,667 in attorneys' fees and up to \$25,000 in actual out-of-pocket costs. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve payments of \$10,000 each to the two Class Representatives for their services as Class Representatives. The Court may award less than these amounts. These amounts will be paid out of the Settlement Fund.

How Do I Tell the Court That I Don't Like the Settlement?

If you're a Class Member, you can ask the Court to deny final approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies final approval, no Settlement payments will be sent out and the lawsuits will continue. Each objection must include (1) the name of the lawsuit, (2) the objector's full name, address and telephone number, (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class, (4) a detailed statement of each objection, including, if available, the factual and

legal basis for each objection, and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address. Any objection must be submitted to the Claims Administrator by mail with a postmark date no later than September 10, 2019 to Docter v. Fairmont Hotels & Resorts, c/o Claims Administrator, PO Box 58667, Philadelphia, PA 19102-8667.

What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing at 9:00 a.m. Pacific Time on October 21, 2019 at 180 E. Weber Avenue, Courtroom 10A, Stockton, California 95202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel do not know how long these decisions will take. Please note that the hearing date may be continued without further notice to the Settlement Class. You may check the Settlement website, www.fhrFACTAsettlment.com for information and updates.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

Are There More Details About the Settlement?

This notice only summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, including a copy of the Settlement Agreement, you may visit the Settlement website, www.fhrFACTAsettlment.com, or write to Docter v. Fairmont Hotels & Resorts, c/o Claims Administrator, PO Box 58667, Philadelphia, PA 19102-8667, or send an email to info@fhrFACTASettlment.com, or call the Claims Administrator at 1-833-253-8063. You can also contact Class Counsel:

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PLEASE DO NOT CALL DEFENDANT OR THE COURT WITH ANY QUESTIONS RELATED TO THE SETTLEMENT