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18 *Attorneys for Plaintiff*  
19 JAMIE LUMOS on behalf of herself and  
20 others similarly situated

21 **IN THE UNITED STATES DISTRICT COURT**  
22 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
23 **SAN FRANCISCO DIVISION**

24 ROBERT MILLER, on behalf of himself and  
25 all others similarly situated,

26 Plaintiff,

27 vs.

28 SOUTHWEST AIRLINES CO., a Texas  
Corporation; and DOES 1 through 20,  
inclusive,

Defendants.

JAMIE LUMOS, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

SOUTHWEST AIRLINES CO., a Texas  
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. C-12-5978-CRB  
Case No. C-13-1429-CRB

CLASS ACTIONS

CONSOLIDATED FOR THE PURPOSE OF SETTLEMENT

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

Date: October 11, 2013  
Time: 10:00 a.m.  
Ctrm: 6, 17th Floor  
Judge: The Hon. Charles R. Breyer

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1 The Court has received the Stipulation of Settlement and Release Between Plaintiffs and  
2 Defendant (“Stipulation of Settlement”), entered into by and between (1) Plaintiffs ROBERT  
3 MILLER and JAMIE LUMOS (“Plaintiffs” or “Class Representatives”), on behalf of themselves  
4 and all others similarly situated, and (2) Defendant SOUTHWEST AIRLINES CO. (“Southwest”  
5 or “Defendant”).

6 Having reviewed the Stipulation of Settlement and the exhibits attached thereto, as well as  
7 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and the papers in support  
8 thereof, and for good cause appearing, the Court HEREBY ORDERS THE FOLLOWING:

9 1. The Court CONSOLIDATES the above-listed actions for the purpose of this order  
10 (the “order”) preliminarily approving the settlement and notifying the putative  
11 class members thereof as set forth in the Stipulation of Settlement;

12 2. The Court, for purposes of this Order, ADOPTS all defined terms as set forth in  
13 the Stipulation of Settlement;

14 3. The Court GRANTS preliminary approval of the settlement based upon the terms  
15 set forth in the Stipulation of Settlement. The Court preliminarily finds that the  
16 terms of the proposed settlement are fair, reasonable, and adequate to the Class,  
17 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;

18 4. The Court ORDERS that the following Settlement Class is preliminarily certified  
19 for settlement purposes only:

All individuals who used a credit card or debit card to  
complete a purchase or transaction at a Southwest airport  
ticket counter or cargo counter resulting in an electronically  
printed receipt between October 17, 2007 and January 25,  
2013 (the “Settlement Class”);

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23  
24 5. The Court FINDS that the above-defined Settlement Class meets all the  
25 requirements for class certification for settlement purposes. The Court FURTHER  
26 FINDS that the requirements of Rules 23(a) and 23(b)(2) of the Federal Rules of  
27 Civil Procedure are satisfied as (a) the members of the Settlement Class are so  
28 numerous that joinder is impracticable, (b) there are questions of law and fact

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1 common to the Settlement Class members that predominate over any individual  
2 questions, (c) the claims of the Class Representatives are typical of the claims of  
3 the Settlement Class members, (d) the Class Representatives and their counsel  
4 have fairly and adequately represented and protected the interests of the Class  
5 Members and will continue to do so, and (e) a class action is superior to other  
6 available methods for the fair and efficient adjudication of the controversy;

7 6. The Court APPOINTS Eric A. Grover, Daniel F. Gaines and Todd D. Carpenter as  
8 Class Counsel;

9 7. The Court APPOINTS Robert Miller and Jamie Lumos as the Class  
10 Representatives;

11 8. The Court CONFIRMS Rust Consulting, Inc. as the Settlement Administrator;

12 9. The Court APPROVES the proposed manner and content of notice, including the  
13 Long Form Notice and the Published Notice (**Exhibits A** and **B** hereto), to the  
14 Settlement Class as well as the Claim Form and Opt-Out Form (**Exhibits C** and **D**  
15 hereto);

16 10. The Court DIRECTS the Settlement Administrator to cause the Published Notice  
17 to be published in the October 30, 2013 National Edition of the USA Today and  
18 published a second time in the November 7, 2013 National Edition of the USA  
19 Today;

20 11. The Court DIRECTS Defendant to provide the known email addresses of  
21 Defendant’s individuals customers and business customers who made a credit or  
22 debit card purchase at an airport ticket counter between October 17, 2007 and  
23 January 25, 2013 to the Settlement Administrator, in the manner described in the  
24 Stipulation of Settlement, by no later than November 8, 2013. The Court directs  
25 the Settlement Administrator to email the Published Notice (**Exhibit B** hereto) to  
26 each of the email addresses provided by no later than November 18, 2013;

27 12. The Court DIRECTS that by no later than October 29, 2013, the Settlement  
28 Administrator shall cause the publication of the Settlement Website at the URL

[www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com) (or a similar name if that one is not available), which shall set forth a summary of the terms of the settlement, and shall state the means by which Settlement Class members may communicate with the Settlement Administrator (including, but not limited to, the Settlement Administrators business name, address, phone number, facsimile number and e-mail address), instructions on how to make a claim (both electronically and by mail) and deadlines associated therewith, instructions on how to opt-out of the Settlement and deadlines associated therewith, and a toll-free telephone number which Settlement Class members may call to reach the Settlement Administrator for questions. The Settlement Website shall also provide, free of charge, a viewable, printable and downloadable copy, in PDF file format, of each of the following documents: the Stipulation of Settlement; the *Miller* Complaint; the *Lumos* Complaint; Defendant's Answer in each of the Actions; the Court's Order preliminarily approving the settlement; the Long-Form Notice (**Exhibit A** hereto); the Claim Form (**Exhibit C** hereto); and the Opt-Out Form (**Exhibit D** hereto);

13. The Court FINDS that the notice to be provided to Settlement Class members in this case, including the Long Form Notice and the Published Notice and the methodology by which the notice will be disseminated: (a) is reasonably calculated, under the circumstances, to apprise the Settlement Class members of the pendency of the action and of their right to object or to exclude themselves from the proposed settlement; (b) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (c) meets all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of Court, and any other applicable law;

14. The Court DIRECTS that by no later than October 23, 2013, Defendant shall TRANSFER \$82,498 by an electronic wire transfer to an account at a federally-

1 insured bank designated by the Settlement Administrator to cover the estimated  
2 cost to run the Published Notice twice, set up the Settlement Website, and email  
3 the Published Notice;

4 15. This Court will hold a Final Settlement Approval Hearing on March 14, 2014 at  
5 10:00 a.m. to consider the fairness, reasonableness and adequacy of the proposed  
6 settlement as well as the award of costs, fees and incentive awards. Class Counsel  
7 shall file a motion for approval of reasonable attorneys' fees, costs, and litigation  
8 expenses and a motion for approval of enhancement awards for Plaintiff Miller  
9 and Lumos no later than January 29, 2014, which is seven calendar days before the  
10 deadline by which Settlement Class members may object to or opt out of the  
11 settlement. If the motion for final approval of the settlement will be unopposed,  
12 the motion and all supporting papers may be filed on or before February 21, 2014,  
13 which is 21 calendar days before the Final Approval Hearing. The Final  
14 Settlement Approval Hearing may be adjourned or continued without further  
15 notice to the Class;

16 16. To facilitate the claims procedure approved by the Court, whereby Settlement  
17 Class members may file claims to participate in the settlement, the Court hereby  
18 enjoins Plaintiffs and all Settlement Class members from filing or prosecuting any  
19 claims, suits or administrative proceedings regarding claims released by this  
20 settlement unless and until such Settlement Class members have sent valid Opt  
21 Out Forms to the Settlement Administrator and the time for filing claims with the  
22 Settlement Administrator has elapsed;

23 17. Settlement Class members who wish to participate in the settlement shall complete  
24 and submit a Claim Form (**Exhibit C** hereto) in the manner provided for in the  
25 Stipulation of Settlement postmarked no later than February 5, 2014;

26 18. Each member of the Settlement Class who wishes to exclude himself or herself  
27 from the Settlement Class must submit a valid and timely Opt Out Form (written  
28 request for exclusion) to the Settlement Administrator postmarked no later than

1 February 5, 2014. Any Settlement Class member who submits a valid and timely  
2 request for exclusion shall no longer be a member of the Settlement Class, shall be  
3 barred from participating in this settlement and shall receive no benefit from this  
4 settlement;

5 19. Any Settlement Class member who does not submit a valid and timely Opt Out  
6 Form from the Settlement Class will be bound by all proceedings, orders, and  
7 judgments in this action relating to the Stipulation of Settlement, even if such  
8 Settlement Class member has previously initiated or subsequently initiates  
9 individual litigation against Defendant or other proceedings involving Settled  
10 Claims;

11 20. Each Settlement Class member who wishes to object to the fairness,  
12 reasonableness or adequacy of the Stipulation of Settlement, to any terms of the  
13 proposed settlement, or to the proposed attorneys' fees and costs or incentive  
14 awards, must serve a written objection on Plaintiffs' counsel and Defendant's  
15 counsel and file the written objection with the Court no later than February 5,  
16 2014. Should any party wish to file a written response to any written objection  
17 submitted by a Settlement Class member, that response shall be filed at least 21  
18 calendar days prior to the Final Settlement Approval Hearing. Any Settlement  
19 Class member who fails to file and serve a timely written objection shall be  
20 foreclosed from objecting to the settlement unless otherwise ordered by the Court;

21 21. Pursuant to the Class Action Fairness Act, Defendant is required to notify  
22 "appropriate Federal and State officials" of the settlement. 28 U.S.C. § 1715. If  
23 such notifications have not been made at the time of this Order, Defendant through  
24 the Settlement Administrator must do so on or before October 31, 2013 and file  
25 proof of such notification with the Court on or before November 7, 2013; and

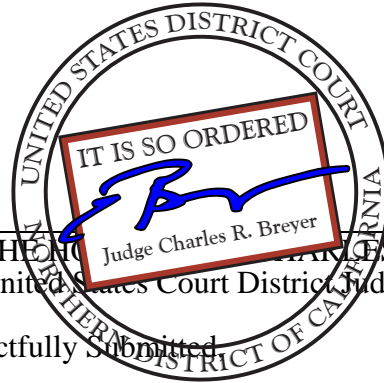
26 22. All proceedings in the Actions are stayed until further order of the Court, except as  
27 may be necessary to implement the settlement or comply with the terms of the  
28 Stipulation of Settlement or this Order.

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**IT IS SO ORDERED.**

Dated: October 18, 2013

Dated: October 16, 2013



THE HONORABLE CHARLES BREYER  
United States Court District Judge

Respectfully Submitted

**KELLER GROVER LLP**

By: /s/ Eric A. Grover

ERIC A. GROVER

Attorneys for Plaintiff  
ROBERT MILLER and the Proposed Class

**KELLER GROVER LLP**  
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# EXHIBIT A

*(to [Proposed] Order Granting Motion for  
Preliminary Approval of Class Action Settlement)*



**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

ROBERT MILLER, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

SOUTHWEST AIRLINES CO., a Texas  
Corporation; and DOES 1 through 10, inclusive,

Defendants.

---

JAMIE LUMOS on behalf of herself and others  
similarly situated,

Plaintiff,

v.

SOUTHWEST AIRLINES CO., a Texas  
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. C-12-5978-CRB

Case No. C-13-1429-CRB

**CLASS ACTIONS**

**Consolidated for the Purpose of Settlement**

**CLASS ACTION SETTLEMENT NOTICE**

**READ THIS NOTICE CAREFULLY, FOR YOUR LEGAL RIGHTS MAY BE  
AFFECTED**

You may be entitled to benefits under the terms of this Proposed Class Action Settlement. Please read the rest of this Notice to find out more.

**What is the Case About?**

This class action case alleges that Southwest Airlines Co. willfully violated the Fair and Accurate Credit Transactions Act by printing the expiration date on customers' credit or debit card receipts at airport ticket counters or cargo counters between October 17, 2007 and January 25, 2013.

**What is a Class Action?**

In a class action, one or more people called Class Representatives (in this case Robert Miller and Jamie Lumos), 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. United States District Court Judge Charles R. Breyer is in charge of this class action.

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

### **Am I a Class Member?**

You are a Class Member if you made an individual, non-business related credit card or debit card purchase or transaction at a Southwest airport ticket counter or cargo counter resulting in an electronically printed receipt between October 17, 2007 and January 25, 2013.

### **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 Southwest Airlines Co. denies any liability or wrongdoing of any kind associated with the claims asserted in this class action.

### **What Can I Get From The Settlement?**

Southwest Airlines Co. has agreed to create a Settlement Fund of \$1,800,000 which, after fees and costs are deducted, will be divided equally among all Class Members who timely submit a valid Claim Form and do not exclude themselves from the settlement. It is estimated that approximately \$1,132,053 will be available to be divided among Class Members who timely submit a valid Claim Form. Based on claims rates in other cases, the range of expected recovery per Class Member who submits a valid Claim Form is estimated at between \$25 and \$200. This is only an estimate. The actual amount paid out will depend on the number of Class Members who submit valid Claim Forms.

### **What Do I Need to Do To Receive Settlement Benefits?**

You must complete and timely return a Claim Form to the Settlement Administrator. A hard copy Claim Form may be obtained from the Settlement Website, [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com) or by requesting a Claim Form by calling 1-8XX-XXX-XXXX or writing the Settlement Administrator at [Address]. You may also file a Claim Form electronically by visiting the Settlement Website, [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com). A Claim Form will not be considered timely unless it is filed electronically or returned to the Settlement Administrator by mail postmarked no later than February 5, 2014.

You may make only one claim regardless of the number of credit or debit card purchases you made between October 17, 2007 and January 25, 2013.

### **What Am I Giving Up to Get Settlement Benefits or Stay In the Class?**

Unless you exclude yourself, you will remain in the Class and be bound by the terms of the settlement and all of the Court's orders. This means that you can't sue or be part of any other lawsuit against Southwest about the issues in this case. Staying in the 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.** The time period covered by the release of claims is October 17, 2007 through January 25, 2013. As of the settlement effective date, and except as to such rights or claims as may be created by the Settlement Agreement, each member of the Settlement Class who does not timely opt-out of the settlement, fully releases and discharges Southwest Airlines Co., as well as its present and former officers, directors, members, employees, managers, shareholders, agents, parents, subsidiaries, insurers, operators, partners, joint ventures, consultants, attorneys, successors and assigns, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, known or unknown, which were or could have been brought based upon the allegations in the Actions, including without limitation all claims for violating the truncation requirements of FACTA, 15 U.S.C. § 1681c(g).

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

**California Civil Code Section 1542.** In connection with and limited to the release set forth above, as of the settlement effective date, except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs and each member of the Settlement Class who does not timely opt-out hereby acknowledge and expressly waive any and all rights conferred by California Civil Code section 1542, which states:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR"**

as well as by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs and each member of the Settlement Class who does not timely opt-out acknowledge that they may learn facts in addition to or different from facts known or believed to be known on the settlement effective date. Nevertheless, Plaintiffs and each member of the Settlement Class who does not timely opt-out waive all claims relating to such unknown or different facts.

**When Can I Expect To Receive My Settlement Benefits?**

The Court will hold a hearing on March 14, 2014, to decide whether to give final approval to the settlement. Everyone who timely submits a Claim Form and does not exclude themselves from the settlement will be kept informed of the progress of the settlement through the dedicated settlement website at [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com). Please be patient.

**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 complete and return the Request For Exclusion From The Settlement form, which may be obtained through the Settlement Website [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com), or by calling 1-8XX-XXX-XXXX or writing the Settlement Administrator at [Address]. Be sure to include your name, address, telephone number, and your signature. You must mail your Request for Exclusion From The Settlement Form must be postmarked no later than February 5, 2014 and mailed to:

Southwest Airlines Exclusions  
c/o [Name]  
P.O. Box XXXX  
City / State, XXXXX

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 these two lawsuits,

**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 Class to continue your own lawsuit.

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

**Do I Have a Lawyer in the Case?**

The Court has appointed Eric A. Grover of Keller Grover LLP, Daniel F. Gaines of Gaines & Gaines, APLC, and Todd D. Carpenter of Carpenter Law Group 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 \$450,000 to them for attorneys' fees and up to \$15,000 in 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 \$5,000 each to Robert Miller and Jamie Lumos 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 object to the settlement if you don't like any part of it. Any such objection(s) must be served on Plaintiffs' counsel and Defendant's counsel and filed with the Court no later than February 5, 2014. Each objection must include (1) the names of the two lawsuits, (2) the objector's full name, address and telephone number, (3) proof of the objector's membership in the Settlement Class, (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel, (5) the identity of all counsel who represent the objector, if any, and (6) a statement confirming whether the objector or the objector's counsel intends to personally appear and/or testify at the final fairness hearing.

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of Court, United States District Court Northern District of California 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102	Eric A. Grover, Esq. KELLER GROVER LLP 1965 Market Street San Francisco, CA 94103  Daniel F. Gaines, Esq. GAINES & GAINES, APLC 21550 Oxnard Street, Suite 980 Woodland Hills, CA 91367  Todd D. Carpenter, Esq. CARPENTER LAW GROUP 432 West Broadway, 29th Floor San Diego, CA 92101	Colin H. Murray, Esq. Teresa H. Michaud, Esq. BAKER & MCKENZIE LLP Two Embarcadero Ctr., 11th Fl. San Francisco, CA 94111-3802

**What's the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the 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 10:00 a.m. on March 14, 2014 at 450 Golden Gate Avenue, 17<sup>th</sup> Floor, San Francisco, California before Judge Charles R. Breyer. At this hearing the

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

Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Breyer will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. Class Counsel do not know how long these decisions will take.

**Do I Have to Come to the Hearing?**

No. Class Counsel will answer questions Judge Breyer 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.

**May I Speak at the Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a request entitled "Notice of Intention to Appear in *Robert Miller v. Southwest Airlines Co.*, Case No. C12-5978 CRB, and *Jamie Lumos v. Southwest Airlines Co.*, Case No. C13-1429 CRB." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Court no later than February 5, 2014. You cannot speak at the hearing if you excluded yourself.

**What Happens if I Do Nothing At All?**

If you do nothing, you will remain in the Class and be bound by the terms of the settlement and all of the Court's orders. This also means that you will not receive any settlement benefits and can't sue or be part of any other lawsuit against the Defendant about the issues in this case.

**Are There More Details About the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement through the Settlement Website, [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com) or by calling 1-8XX-XXX-XXXX or writing the Settlement Administrator at [Address]. You can also contact Class Counsel:

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Facsimile: (415) 543-7861  
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Todd D. Carpenter, Esq.

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

# EXHIBIT B

*(to [Proposed] Order Granting Motion for  
Preliminary Approval of Class Action Settlement)*

## **Legal Notice**

### **If You Used a Credit or Debit Card at a Southwest Airlines Ticket or Cargo Counter, You Could Benefit From a Settlement.**

A Settlement has been proposed in two related class action lawsuits with Southwest Airlines Co. (“Southwest”) over printed receipts that contained credit and debit card expiration dates. The Settlement provides payments to class members who submit valid claims. Southwest Airlines Co. denies it did anything wrong. Both sides agreed to a Settlement to avoid the uncertainty and cost of a trial, and provide benefits to class members. The Court has not decided in favor of either side. For detailed information, go to [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com).

#### **Am I Included?**

You are included if you used a credit or debit card to make an individual, non-business related purchase or transaction at a Southwest airport ticket counter or a cargo counter between October 17, 2007 and January 25, 2013 and received a printed receipt.

#### **What Can I Receive?**

Southwest has agreed to create a Settlement Fund of \$1,800,000. After fees and costs are deducted, the Settlement Fund will be divided equally among all class members who submit a valid Claim Form and do not exclude themselves from the Settlement.

#### **How Do I Receive Benefits?**

You must submit a Claim Form by mail or electronically by February 5, 2014 to get benefits. The Claim Form is available at the website below.

#### **Do I Need To Hire A Lawyer to Participate in the Settlement?**

No. The Court has appointed Eric A. Grover of Keller Grover LLP, Daniel F. Gaines of Gaines & Gaines, APLC, and Todd D. Carpenter of Carpenter Law Group 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.

#### **What Are My Other Options?**

You have the option of (1) excluding yourself from the Settlement or (2) objecting to the Settlement. If you do nothing, your rights will be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by February 5, 2014. Otherwise, you will not be able to sue Southwest later about the legal claims in this case. If you exclude yourself, you cannot get benefits from this Settlement. If you stay in the Settlement, you may object to it by February 5, 2014. The detailed notice available at the website below explains how to exclude yourself or object.

The Court will hold a hearing on March 14, 2014 to consider whether to approve the Settlement and attorneys’ fees and costs of up to \$465,000. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing.

**For more information and a Claim Form:  
1-8XX-XXX-XXXX  
[www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com)**

# EXHIBIT C

*(to [Proposed] Order Granting Motion for  
Preliminary Approval of Class Action Settlement)*



**SOUTHWEST AIRLINES FACTA SETTLEMENT CLAIM FORM**

To receive your share of the settlement, **you must either submit this completed Claim Form online, or print and return this completed Claim Form, postmarked no later than February 5, 2014** to:

Southwest Airlines Co. Settlement Administrator  
c/o Rust Consulting, Inc.  
P.O. Box XXXX  
City / State, XXXXX  
Toll Free: 1-8XX-XXX-XXXX  
Website: [www.SouthwestFACTASettlement.com](http://www.SouthwestFACTASettlement.com)

**I. Your Name and Address**

Please clearly print or type your information in the spaces below:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number (Optional): \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

**II. Credit/Debit Card Purchase Confirmation**

**Although not required to submit a claim**, to the best of your ability, please state the last four digits of the credit or debit card you believe you used to make an individual, non-business related purchase or transaction at a Southwest Airlines Co. ticket counter or cargo counter between October 17, 2007 and January 25, 2013.

Last Four Digits of the Card Number: \_ \_ \_ \_

Please note that you may make only one claim regardless of the number of purchases you made between October 17, 2007 and January 25, 2013.

**III. Signature**

I have read the Release Of Class Members' Claims information available at **[insert link to release]** and agree to forever relieve, release and discharge Southwest Airlines Co. and its present and former officers, directors, employees, members, managers, shareholders, agents, parents, subsidiaries, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors or assignees, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses, damages, actions, causes of action and claims for relief of whatever kind or nature, under any theory, whether legal, equitable or other, under the law, either common, constitutional,

statutory, administrative, regulatory, or other, of any jurisdiction, foreign or domestic, whether such claims are known or unknown, suspected or unsuspected, arising out of, or in connection with the matters or facts alleged or set forth in the Lawsuits.

By my signature below, I declare under penalty of perjury under the laws of the United States of America that, to the best of my belief, I made at least one individual, non-business related purchase or transaction at a Southwest Airlines Co. ticket counter or cargo counter between October 17, 2007 and January 25, 2013.

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Signature

# EXHIBIT D

*(to [Proposed] Order Granting Motion for  
Preliminary Approval of Class Action Settlement)*

**REQUEST FOR EXCLUSION FROM THE SETTLEMENT**

***Robert Miller v. Southwest Airlines Co. (Case No. C12-5978 CRB) and  
Jamie Lumos v. Southwest Airlines Co. (Case No. C13-1429 CRB),  
United States District Court for the Northern District of California***

Southwest Airlines Exclusions  
c/o Rust Consulting, Inc.  
P.O. Box XXXX  
City / State, XXXXX  
Toll Free: 1-8XX-XXX-XXXX

***READ ON ONLY IF YOU DO NOT WANT TO SHARE IN THE SETTLEMENT***

**This Request For Exclusion From The Settlement Form Must be Postmarked No Later  
Than February 5, 2014**

Print your name, address, and telephone number, below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**INSTRUCTIONS**

**If you do not want to participate in this settlement**, you may exclude yourself. This is called “opting-out” of the settlement. If you opt-out of the settlement, (a) you will have no right to receive any benefits under the settlement in this case, (b) you will not be bound by the settlement, and (c) you will have no right to object to the settlement or be heard at the final fairness hearing.

To opt out, you must complete, sign and return this form to Southwest Airlines Exclusions c/o Rust Consulting, Inc., at the address listed above. To be timely, your Request For Exclusion From the Settlement form must be **postmarked no later than February 5, 2014**.

**OPT-OUT SIGNATURE**

By signing this Request For Exclusion From The Settlement form, I hereby opt out of this settlement. I understand that I will have no right to receive any benefits from the settlement in this case, and I will have no right to object to the settlement and be heard at the final fairness hearing.

Date: \_\_\_/\_\_\_/\_\_\_

Signature: \_\_\_\_\_

Printed Name of Person Signing: \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

I, LUCY CAI, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **October 16, 2013** in the cases of *Miller v. Southwest Airlines Co., et al.*, United States District Court, Northern District of California Case Number C-12-5978-CRB, and *Lumos v. Southwest Airlines Co., et al.*, United States District Court, Northern District of California Case Number C-13-1429-CRB, I served the foregoing document(s):

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested party(ies) below, using the following means:

Colin H. Murray, Esq.  
Christina M. Wong, Esq.  
**BAKER & MCKENZIE LLP**  
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**SOUTHWEST AIRLINES CO.**

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E-Mail: [teresa.michaud@bakermckenzie.com](mailto:teresa.michaud@bakermckenzie.com)

(BY UNITED STATES MAIL) I enclosed the document(s) in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing of affidavit.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California, on **October 16, 2013**.

  
\_\_\_\_\_  
LUCY CAI

**KELLER GROVER LLP**  
1965 Market Street, San Francisco, CA 94103  
Tel. 415.543.1305; Fax. 415.543.7861