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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  
27 Plaintiff,

28 vs.

29 SOUTHWEST AIRLINES CO., a Texas  
30 Corporation; and DOES 1 through 20,  
31 inclusive,  
32  
33 Defendants.

34 JAMIE LUMOS, on behalf of herself and  
35 all others similarly situated,  
36  
37 Plaintiff,

38 vs.

39 SOUTHWEST AIRLINES CO., a Texas  
40 corporation; and DOES 1 through 20, inclusive,  
41  
42 Defendants.

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

CLASS ACTIONS

CONSOLIDATED FOR DISCOVERY PURPOSES ONLY

**ORDER GRANTING MOTION FOR FINAL  
APPROVAL AND AWARD OF  
ATTORNEYS' FEES AND COSTS, CLASS  
REPRESENTATIVES' ENHANCEMENTS  
AND CLAIMS ADMINISTRATOR'S FEES**

Date: March 14, 2013  
Time: 10:00 a.m.  
Ct rm: 6, 17th Floor  
Judge: The Hon. Charles R. Breyer

1 On September 17, 2013, Plaintiffs, ROBERT MILLER and JAMIE LUMOS (“Plaintiffs”  
2 or “Class Representatives”), individually and on behalf of others similarly situated (“Plaintiffs”)  
3 filed a Motion for Preliminary Approval of Class Settlement (“Motion”) upon the terms and  
4 conditions set forth in the Stipulation of Settlement and Release Between Plaintiffs and  
5 Defendant (“Stipulation of Settlement”), a true and correct copy of which was attached to the  
6 Declaration of Eric A. Grover in support of the Motion as Exhibit ‘C.’

7 On October 18, 2013, the Court entered an Order granting preliminary approval of the  
8 proposed class action Settlement and approved manner and content of notice to be given to the  
9 members of the Settlement Class. Docket No. 40.

10 On January 29, 2014, Plaintiffs filed a Motion For Attorneys’ Fees and Costs, Class  
11 Representatives’ Enhancement Awards, and Claims Administrator’s Fees and, on February 21,  
12 2014, filed a Motion for Final Approval of Settlement of Class Action Settlement. Those motions  
13 are hereinafter collectively referred to as “The Final Approval Motions.” Filed concurrently with  
14 The Final Approval Motions were the Declaration and Supplemental Declaration of April Hyduk  
15 submitted on behalf of Rust Consulting, Inc., the Settlement Administrator, which set forth the  
16 efforts made by the Settlement Administrator to administer the Settlement and the results of those  
17 efforts.

18 Having duly considered all submissions and arguments presented, IT IS HEREBY  
19 ORDERED, DECREED AND ADJUDGED AS FOLLOWS:

20 1. The Court, for purposes of this order (“Order”), adopts all defined terms as set  
21 forth in the Stipulation of Settlement.

22 2. The Court hereby GRANTS final approval of the Settlement upon the terms and  
23 conditions set forth in the Stipulation of Settlement and approved by this Court’s order of  
24 October 18, 2013. The Court finds that the terms of the Settlement are fair, reasonable, and  
25 adequate and comply with Rule 23(e) of the Federal Rules of Civil Procedure (“FRCP”).

26 3. The Court finds that, for purposes of approving the Settlement, the proposed  
27 Settlement Class meets all of the requirements for certification under FRCP Rule 23: (a) the  
28 proposed Settlement Class is ascertainable and so numerous that joinder of all members is

1 impracticable; (b) there are questions of law and fact common to the proposed Settlement Class  
2 and there is a well-defined community of interest among members of the proposed Settlement  
3 Class with respect to the subject matter of the litigation; (c) the claims of the representatives of  
4 the Settlement Class, Robert Miller and Jamie Lumos, and potential defenses thereto, are typical  
5 of the claims and defenses thereto of the members of the proposed Settlement Class; (d) the  
6 representatives of the Settlement Class, Robert Miller and Jamie Lumos, will fairly and  
7 adequately protect the interests of the Settlement Class; (e) the counsel of record for the  
8 representatives of the Settlement Class are qualified to serve as counsel for Robert Miller and  
9 Jamie Lumos in their own capacity as well as in their representative capacity for the Settlement  
10 Class and have no conflicts of interests with any Settlement Class member; (f) common issues of  
11 fact and law predominate over individual issues; and (g) a class action is superior to other  
12 available methods for an efficient adjudication of this controversy.

13 4. For purposes of this Order, the Court hereby certifies the following class for  
14 settlement purposes (“Settlement Class”):

15 All individuals who used a credit card or debit card to complete  
16 a purchase or transaction at a Southwest airport ticket counter  
17 or cargo counter resulting in an electronically printed receipt  
between October 17, 2007 and January 25, 2013.

18 5. The Court appoints Robert Miller and Jamie Lumos as the Class Representatives.

19 6. The Court appoints Eric A. Grover, Daniel F. Gaines and Todd D. Carpenter as  
20 Class Counsel. Class Counsel is authorized to act on behalf of Settlement Class members with  
21 respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and  
22 such other acts reasonably necessary to consummate the Settlement.

23 7. The Court finds the Stipulation of Settlement was the product of serious, informed,  
24 non-collusive negotiations conducted at arm’s length by the Parties in the presence of the  
25 Honorable Leo S. Papas, United States Magistrate Judge (Ret.). In making these findings, the  
26 Court considered, among other factors, the total potential statutory damages claimed in this  
27 Action on behalf of Plaintiffs and members of the Settlement Class, Defendant Southwest  
28 Airlines Co.’s (“Defendant”) potential liability, the risks of continued litigation, the equitable

1 relief provided by the Settlement, the substantial cash benefits available to Settlement Class  
2 members as part of the Settlement, and the fact that the proposed Settlement represents a  
3 compromise of the Parties' respective positions rather than the result of a finding of liability at  
4 trial. The Court further finds that the terms of the Stipulation of Settlement have no obvious  
5 deficiencies and do not improperly grant preferential treatment to any individual member of the  
6 Settlement Class. The Court also finds that settlement at this time results in substantial benefits to  
7 the Settlement Class and will avoid additional substantial costs, as well as avoid the delay and  
8 risks that would be presented by the further prosecution of this Action.

9       8. Notice of the Settlement directed to the Settlement Class members has been  
10 completed in conformity with the Court's preliminary approval order of October 18, 2013.  
11 Distribution of notice of the Settlement by the means dictated in the Court's October 18, 2013  
12 order was the best notice practicable under the circumstances and was in full compliance with the  
13 United States Constitution and the requirements of due process. The Court further finds that said  
14 notice program fully and accurately informed Settlement Class members of all material elements  
15 of the proposed class action Settlement, of each member's right to be excluded from the  
16 Settlement Class, and each member's right and opportunity to object to the proposed class action  
17 Settlement.

18       9. Three Settlement Class members, Zachary Engle, Julie K. Moen and Keri Altig,  
19 have timely requested exclusion from the Settlement Class. No Settlement Class member has  
20 objected to the Settlement.

21       10. Except for the three Settlement Class Members that timely excluded themselves  
22 from the Settlement, all Settlement Class members shall be bound by the releases set forth in the  
23 Stipulation of Settlement.

24       11. To the extent permitted by law, all Settlement Class members who have not timely  
25 excluded themselves from the Settlement Class are permanently barred and enjoined from  
26 asserting against the Defendant any claims released in the Stipulation of Settlement.

27       12. Based upon the agreement of the Parties and as hereby ordered by the Court:  
28 Southwest Airlines Co. shall continue to abide by the truncation requirements of FACTA.

1           13.     The Court hereby awards Class Counsel reasonable attorneys' fees and costs in the  
2 aggregate amount of \$463,243.36, representing \$450,000 in attorneys' fees and \$13,243.36 in  
3 costs, to be paid from the Settlement Fund.

4           14.     The Court hereby awards each of the Class Representatives, Robert Miller and  
5 Jamie Lumos, an enhancement fee in the amount of \$5,000 for their services as representatives  
6 for the Settlement Class, to be paid to each of them from the Settlement Fund.

7           15.     The Court hereby approves the Settlement Administrator Rust Consulting, Inc.'s  
8 fees and costs in the amount of \$180,635.29, which is to be paid from the Settlement Fund.

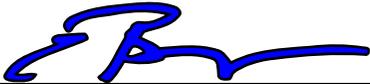
9           16.     The Court hereby directs the Parties and the Settlement Administrator, Rust  
10 Consulting, Inc., to effectuate all terms of the Settlement.

11           17.     The Court hereby dismisses both the Miller Action (Case No. C-12-5978 CRB)  
12 and the Lumos Action (Case No. C-13-1429 CRB) with prejudice pursuant to the terms set forth  
13 in the Stipulation of Settlement. Each of the Parties is to bear their own costs except as expressly  
14 provided herein, in the Stipulation of Settlement and/or in this Court's order of October 18, 2013.  
15 Without affecting the finality of the Judgments in any way, this Court hereby retains continuing  
16 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all  
17 orders and judgments entered in connection therewith.

18           18.     Under FRCP Rule 58, the Court, in the interests of justice, there being no just  
19 reason for delay, expressly directs the Clerk of the Court to enter this Order as a Judgment, and  
20 hereby decrees, that upon entry, it be deemed as a final judgment.

21 **IT IS SO ORDERED.**

22  
23 Dated: March 21, 2014

  
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THE HONORABLE CHARLES BREYER  
United States Court District Judge

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Dated: January 29, 2014

Respectfully Submitted,

**KELLER GROVER LLP**

By: */s/ Eric A. Grover*  
ERIC A. GROVER

Attorneys for Plaintiff  
ROBERT MILLER and the Class

Dated: January 29, 2014

**CARPENTER LAW GROUP**

By: */s/ Todd D. Carpenter*  
TODD D. CARPENTER

Attorneys for Plaintiff  
JAMIE LUMOS and the Class