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SETTLEMENT ADMINISTRATION EXPERTS

March 25, 2019

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF IMPERIAL**

BRINY WOODS, GREG ABRAHAM, on
behalf of themselves and all other similarly
situated,

Plaintiffs,

vs.

MONTAGE HOTELS & RESORTS, LLC,
a Delaware limited liability company, KT
HOTELS, LLC, a Delaware limited
liability company, PBLH, LLC, a Delaware
limited liability company, RGC
GASLAMP, LLC, a Delaware limited
liability company, and 1715 THAMES
STREET MASTER TENANT, LLC, a
Delaware limited liability company,

Defendants.

CASE NO. ECU000671

**NOTICE OF PENDENCY OF
SETTLEMENT OF CLASS ACTION AND
FINAL HEARING**

NOTICE OF CLASS ACTION SETTLEMENT

ATTENTION ALL PERSONS IN THE UNITED STATES WHO WERE PROVIDED WITH AN ELECTRONICALLY PRINTED RECEIPT AT THE RECEPTION DESK AT ONE OR MORE OF THE COVERED PENDRY AND MONTAGE HOTELS DURING THE COVERED PERIODS (AS DEFINED BELOW) ON WHICH MORE THAN THE LAST FIVE DIGITS OF THE PERSON'S CREDIT OR DEBIT CARD NUMBER AND/OR EXPIRATION DATE WAS PRINTED

There is now pending in the Superior Court for the State of California in and for the County of Imperial ("Court") a lawsuit entitled *Briny Woods, Greg Abraham, et al. vs. Montage Hotels & Resorts, LLC, KT Hotels, LLC, PBLH, LLC, RGC Gaslamp, LLC, and 1715 Thames Street Master Tenant, LLC*, Case No. ECU000671 (the "Lawsuit") which involves allegations that Montage Hotels & Resorts, LLC, KT Hotels, LLC, PBLH, LLC, RGC Gaslamp, LLC, and 1715 Thames Street Master Tenant, LLC (collectively, "Montage" or "Defendants") printed transaction receipts at their reception desks which contained more than then last five digits of the person's credit or debit card number and/or the card's expiration date, in violation of federal law. Montage has denied and continues to deny any liability, and there has been no finding that Montage has violated any laws.

THE CLASS

You are a Class Member and a proposed class action settlement (the “Settlement”) could affect your legal rights if you were provided with an electronically printed receipt at the reception desk on which more than then last five digits of your credit or debit card number and/or expiration date were printed at:

- (1) the Pendry Hotel San Diego, during the time period from January 1, 2017 through June 20, 2017;
- (2) the Pendry Hotel Baltimore, during the time period from March 1, 2017 through June 30, 2017; or
- (3) the Montage Hotel Palmetto Bluff, during the time period from November 1, 2014 through June 30, 2017.

If you received this notice by mail or e-mail, Defendants’ records indicate that you may be a member of the Class and may be entitled to the payment of money from the Settlement.

THE ACTION AND THE SETTLEMENT

This class action arose out of allegations regarding Montage’s failure to properly redact credit and debit card numbers and/or expiration dates on receipts it provided to customers at the Pendry Hotel San Diego during the time period from January 1, 2017 through June 20, 2017; at the Pendry Hotel Baltimore during the time period from March 1, 2017 through June 30, 2017, and at the Montage Hotel Palmetto Bluff during the time period from November 1, 2014 through June 30, 2017. Representative Plaintiffs Briny Woods and Greg Abraham (“Representative Plaintiffs”) allege in the Lawsuit that Defendants acted willfully in printing this information on customers’ receipts, in violation of the Fair and Accurate Credit Transactions Act (15 U.S.A. §§ 1681c(g)). Representative Plaintiffs seek fixed damages under the applicable laws and an award of attorneys’ fees and costs.

Defendants have denied liability and dispute all allegations and claims set forth in the Lawsuit; Defendants have advanced defenses to all claims by the Representative Plaintiffs. However, the parties have nonetheless decided to negotiate a settlement of this action in order to avoid the burden, expense, and uncertainty of further litigation. Further, the parties, after a thorough investigation of the facts and applicable law concerning all claims and defenses, have agreed that the proposed settlement is in the best interest of all Class Members and that the proposed Settlement is fair, reasonable and adequate.

Without admitting liability, Defendants have agreed to fund a settlement package worth \$500,000 (the “Maximum Settlement Amount”) to resolve all claims alleged in the Lawsuit. The Court has preliminarily approved the Settlement and has appointed Representative Plaintiffs’ counsel Gaines & Gaines, APLC as Class Counsel and has appointed the Representative Plaintiffs as the Class Representatives.

HOW THE SETTLEMENT WILL BE ALLOCATED

From the Gross Settlement Amount, deductions will be made for attorneys’ fees to Class Counsel for their work on this litigation (up to \$175,000), reimbursement of costs incurred by Class Counsel (up to \$10,000), claims administration expenses to the Settlement Administrator to administer this Settlement (up to \$25,000), and service payments to the Representative Plaintiffs to compensate them for their time and efforts in this litigation (up to \$5,000 each, for a total of \$10,000). The amount remaining after these deductions will be the “Net Settlement Proceeds.” All Class Members who submit a valid and timely claim form will be paid an equal share of the Net

Settlement Proceeds. You must fully complete and submit a claim form by no later than May 24, 2019, to participate in the Settlement and receive a monetary award.

Further details about Settlement, including an online claim form, are available on the settlement website: www.MontageFACTASettlement.com.

FINAL JUDGMENT AND RELEASE OF ALL CLAIMS

If the Court grants final approval to the proposed settlement, it will enter a final judgment in the action on the merits as to all Class Members who do not request to be excluded from the Settlement Class. All Class Members who do not validly and timely request to be excluded from the proposed settlement shall be subject to a binding judgment in favor of the Defendants. Once the proposed settlement becomes effective following final Court approval and the exhaustion of any appeal thereof (“Effective Date”), and subject to and in consideration of Defendants’ full payment of the Maximum Settlement Amount, including as to the Class Representatives the Service Payments, as required by this Settlement Agreement, the Class Representatives and all Class Members who did not submit a timely and valid request for exclusion from the Settlement Class hereby release: (1) the Released Parties (defined as Defendants and each of their respective owners, parents, subsidiaries, affiliates, predecessors, successors, officers, shareholders, directors, trustees, members, representatives, managers, employees, agents, independent contractors, attorneys, predecessors, successors, insurers and reinsurers (whether current or former)); (2) from all Released Claims (defined as all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions, causes of action, allegations, violations, or disputes of every kind and nature whatsoever whether now known or unknown, suspected or unsuspected, that the Class Representatives and Class Members now have, own, or hold, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, arising out of or related to any Claims alleged in the Action stemming from Defendants’ failure to redact credit card and debit card numbers and expiration dates on receipts provided to customers, including all claims under the Fair and Accurate Credit Transactions Act, (15 U.S.C. §§ 1681c(g) of the Fair Credit Reporting Act, “FACTA”); and (3) stemming from transactions at Covered Hotels during the Covered Periods (Pendry Hotel San Diego during the time period from January 1, 2017 through June 20, 2017; the Pendry Hotel Baltimore during the time period from March 1, 2017 through June 30, 2017; and the Montage Hotel Palmetto Bluff during the time period from November 1, 2014 through June 30, 2017). All Class Members shall be bound by this release whether or not they return the Claim Form, unless they formally opt-out of this Settlement.

YOUR OPTIONS AT THIS TIME:

1. SUBMIT A CLAIM FORM AND RECEIVE A MONETARY SETTLEMENT PAYMENT

If you submit a claim form online or by U.S. mail postmarked no later than May 24, 2019, you will be mailed a settlement check if and when the Court grants final approval of the Settlement. Claim forms may be obtained and submitted online at the settlement website, www.MontageFACTASettlement.com, or you may contact the Settlement Administrator by mail at Woods et al. v. Montage Hotels & Resorts, LLC, et al. c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 or by phone at (888) 250-6810 to request a paper claim form to submit by U.S. mail. Claim forms must be completely filled out and signed under penalty of perjury.

2. YOU MAY EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Settlement Class and the settlement. If you wish to be excluded, you must complete and send a written Request for Exclusion, containing your name, last four digits of your social security number, address, telephone number, and a written statement that says “I hereby request that I be excluded from the proposed Settlement Class in the *Briny Woods, et al. vs. Montage Hotels & Resorts, et al.*, litigation.” The statement must also be signed by you and sent by U.S. First Class mail, postmarked no later than May 24, 2019, to the Settlement Administrator at the following address **Settlement Administrator:**

Woods et al. v. Montage Hotels & Resorts, LLC, et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

If you timely and validly request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you may not object to the Settlement, you will not receive a settlement payment, and you will not be bound by the judgment entered in the action.

3. YOU MAY OBJECT TO THE SETTLEMENT

If you wish to object to the settlement, you must submit a written objection and/or a notice of intention to appear to the Settlement Administrator. Any written objections must state, in clear and concise terms, the legal and factual arguments supporting the objection, and must include proof of membership in the settlement class. If your objection is rejected, you will be bound by the final judgment. If you have excluded yourself from the Settlement, you may not object to it.

To be considered, the objection papers must be postmarked by U.S. First Class mail to the Settlement Administrator no later than May 24, 2019. Further details are available by viewing the Settlement Agreement and Release of Claims on the Settlement website at www.MontageFACTASettlement.com. Class Members who do not timely make their objections in the required manner will be deemed to have waived all objections and will not be entitled to be heard at the settlement approval hearing. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys’ fees and costs.

4. YOU MAY DO NOTHING

If you are a member of the Class and you do nothing in response to this notice (e.g. you do not file a claim form or request exclusion from the Settlement), you will not receive a settlement check but you will still be bound by the terms of the Settlement, including the release described above.

ADDITIONAL INFORMATION

The full terms of the settlement are in the Settlement Agreement and Release of Claims on file with the Clerk of the Court. It is also available on the website of the Settlement Administrator at www.MontageFACTASettlement.com. Other relevant filings with the Court are also available on this website. The Settlement Agreement and Release of Claims shall govern where there is any conflict between it and this Notice.

This description of the action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you should visit the office of the Clerk of the Court. The Clerk will inform you as to how to obtain the file relating to this lawsuit for inspection and copying at your own expense.

NOTICE OF COURT HEARING

The Settlement is subject to final Court approval and a hearing for that purpose has been scheduled for June 5, 2019 at 8:30 a.m. before the Honorable L. Brooks Anderholt in Department 9 of the Superior Court for the State of California in and for the County of Imperial, located at 939 W. Main Street, El Centro, California 92243 (“the Final Fairness and Approval Hearing”). As a Class Member, you are currently represented by Class Counsel Kenneth S. Gaines, Esq., Daniel F. Gaines, Esq., and Alex P. Katofsky, Esq., Gaines & Gaines, APLC, 27200 Agoura Road, Suite 101, Calabasas, California, 91301, (866) 550-0855, but may retain your own counsel to represent you individually, if you so choose, at your own expense. At the Final Fairness and Approval Hearing, Class Counsel will ask the Court to enter an Order finally approving the settlement and entering judgment.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR WITH ANY QUESTIONS AT (888) 250-6810 YOU MAY REQUEST A COPY OF THE COMPLAINT, THE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, AND CERTAIN OTHER FILINGS IN THE LAWSUIT. MANY OF THESE DOCUMENTS ARE ALSO AVAILABLE ON THE SETTLEMENT WEBSITE AT WWW.MONTAGEFACTASETTLEMENT.COM. YOU MAY ALSO VIEW THE FILE FOR THE CASE BY VISITING THE COURT CLERK’S OFFICE.

PLEASE DO NOT CONTACT THE COURT OR DEFENSE COUNSEL WITH ANY QUESTIONS.