

OFFICIAL COURT NOTICE OF SETTLEMENT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICOLE MONTGOMERY, Individually and) **Case No. BC 335441**
on Behalf of All Others Similarly Situated,)

Plaintiff,)

vs.)

ORBITZ, LLC and DOES 1-100,)

Defendants.)

) **STIPULATION OF SETTLEMENT**

) Assigned to the Honorable Carl J. West

) Department 322

) Action filed: June 22, 2005

) **CLASS ACTION**

**The Settlement Of This Class Action Lawsuit
Entitles You To Receive A Partial Or Complete Refund
Of Certain Mandatory Hotel Fees/Taxes Paid In Connection
With Hotel Reservations Made Through Orbitz**

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE ANSWERS THESE IMPORTANT QUESTIONS:

1. Why should I read this Notice?
2. What is this Lawsuit about?
3. Who qualifies as a Class Member?
4. Why did I get this Notice?
5. What are the terms of the Settlement?
6. How do I make a claim in the Settlement?
7. If I don't like a term of the Settlement, how do I object?
8. When will the Court decide whether the Settlement should be approved?
9. Whom do I contact if I have questions about the Settlement?
10. How do I get more information about the Lawsuit?
11. Why have Plaintiff and Class Counsel decided to settle the Lawsuit?
12. How will Class Counsel's fees and expenses be paid?
13. What claims will I release if the Settlement is approved by the Court?
14. What are the important deadlines for this Settlement?

1. Why should I read this Notice?

You may have been billed by a hotel for one or more non-optional charges in addition to the amount already paid to defendant Orbitz LLC (“Orbitz”) for a hotel stay (“Mandatory Hotel Fees”). The eligible Mandatory Hotel Fees include: (i) fees, charges, or surcharges designated as being for hotel service, airport, transportation, convenience, energy, safe, safe warranty, utility, resort, resort services, facility and/or convenience, and/or (ii) taxes such as occupancy taxes. This Notice informs you of the settlement of a class action lawsuit (the “Lawsuit”) that may entitle you to a partial or complete refund of those Mandatory Hotel Fees. You should read this Notice to learn how much money you can receive from the Lawsuit, what you need to do to claim that money and what you need to do if you wish to object to the Settlement or do not wish to participate.

2. What is this Lawsuit about?

Plaintiff Nicole Montgomery filed the Lawsuit against Orbitz in connection with a Mandatory Hotel Fee she was charged by a Starwood Brand hotel she had reserved and paid for through Orbitz on May 20, 2005. In her Complaint, Ms. Montgomery alleged that Orbitz engaged in unlawful and deceptive business practices in violation of the California Business & Professions Code, the California Consumers Legal Remedies Act and the contractual rights of consumers. In particular, Ms. Montgomery alleged that Orbitz deceived consumers by failing to disclose at the time the consumers made hotel reservations through Orbitz that certain hotels would impose the undisclosed Mandatory Hotel Fees upon consumers in connection with their hotel stays. Believing that others were also harmed by this conduct, Ms. Montgomery filed her case as a class action. A class action is a type of lawsuit in which one or a few individuals represent a group of people who suffered injuries as a result of similar alleged misconduct. Later, plaintiff Wallace Leasure joined the Lawsuit as a proposed representative of consumers who booked rooms at Marriott Brand hotel properties through Orbitz. Orbitz denies that it deceived consumers or otherwise engaged in any unlawful or improper conduct. The Court has not expressed any view regarding the merits of Plaintiffs’ claims or regarding Orbitz’s defenses.

3. Who qualifies as a Class Member?

The Court has certified four sub-classes (collectively, the “Class”). The individuals who comprise the Class are referred to as “Class Members.” The first sub-class includes all California and non-California residents who: (A) during the period from January 1, 2003 to December 18, 2009 (the “Starwood Class Period”) booked a room or other lodging accommodation through Orbitz at a Starwood Brand hotel, motel, resort or other lodging place located in the State of California; (B) were required to pay Mandatory Hotel Fees in addition to the price they contracted to pay Orbitz; and (C) did not receive notice of the Mandatory Hotel Fees at the time they reserved and paid for their accommodation through Orbitz and/or were misinformed or misled about the amount of Mandatory Hotel Fees due to information they received at the time of reservation from Orbitz. The second sub-class includes all California residents who: (A) during the Starwood Class Period booked a room or other lodging accommodation through Orbitz at a Starwood Brand hotel, motel, resort or other lodging place located outside of the State of California; (B) were required to pay Mandatory Hotel Fees in addition to the price they contracted to pay Orbitz; and (C) did not receive notice of the Mandatory Hotel Fees at the time they reserved and paid for their accommodation through Orbitz and/or were misinformed or misled about the amount of Mandatory Hotel Fees/Taxes due to information they received at the time of reservation from Orbitz. The third sub-class includes all California and non-California residents who: (A) during the period from January 1, 2003 through June 4, 2010 (the “Marriott Class Period”) booked a room or other lodging accommodation through Orbitz at a Marriott Brand hotel, motel, resort or other lodging place located in the State of California; (B) were required to pay Mandatory Hotel Fees in addition to the price they contracted to pay Orbitz; and (C) did not receive notice of the Mandatory Hotel Fees at the time they reserved and paid for their accommodation through Orbitz and/or were misinformed or misled about the amount of Mandatory Hotel Fees due to information they received at

the time of reservation from Orbitz. The fourth sub-class includes all California residents who: (A) during the Marriott Class Period booked a room or other lodging accommodation through Orbitz at a Marriott Brand hotel, motel, resort or other lodging place located outside of the State of California; (B) were required to pay Mandatory Hotel Fees in addition to the price they contracted to pay Orbitz; and (C) did not receive notice of the Mandatory Hotel Fees at the time they reserved and paid for their accommodation through Orbitz and/or were misinformed or misled about the amount of Mandatory Hotel Fees due to information they received at the time of reservation from Orbitz.

The follow hotels are Starwood Brand: Sheraton, Four Points by Sheraton, Westin Hotels & Resorts, W Hotels, Le Meridien, St. Regis Hotels & Resorts, The Luxury Collection, Aloft Hotels, and Element.

The following hotels are Marriott Brand: Marriott, JW Marriott, Renaissance, Edition, Autograph Collection, Courtyard by Marriott, residence Inn by Marriott, Fairfield Inn & Suites by Marriott, Townplace Suites by Marriott, Springhill Suites by Marriott, Ritz-Carlton, Marriott Execustay, Marriott Executive Apartments, or Grand Residences by Marriott.

4. Why did I get this Notice?

You received this Notice to inform you that you may be a member of the Class and that the Plaintiffs and defendant Orbitz have provisionally agreed to settle the Lawsuit, thereby resolving and releasing the “Released Class Claims,” as described in Section 13. This Notice will explain the terms of the Settlement, the process by which the Court will consider whether the Settlement should be approved, what you can expect to receive in the Settlement, how the Settlement will have an effect on your legal rights (particularly the impact of releasing the Released Class Claims), and how you can object to the Settlement.

5. What are the terms of the Settlement?

Without admitting liability, Orbitz has agreed to settle this class action. It will pay \$100,000 (the “Settlement Amount”) to reimburse Class Members for a portion of the Mandatory Hotel Fees that they paid, to pay the costs of giving Notice to the Class and of administering the Settlement claims process, to reimburse Class Counsel for the expenses they incurred in prosecuting the case on behalf of the Class, and to pay attorneys’ fees awarded to Class Counsel by the Court. Orbitz has estimated that there are as many as 951 potential Class Members who booked rooms through Orbitz at Marriott Brand hotels during the Marriott Class Period and that there are as many as 8,151 potential Class Members who booked rooms through Orbitz at Starwood Brand hotels during the Starwood Class Period. Class Counsel have conducted discovery concerning the number and amount of Mandatory Hotel Fees paid by potential Class Members during the time period relevant to this Lawsuit. Class Counsel believe that the discovery that they have conducted supports the adequacy of the Settlement.

The payments made to individual Class Members (“Individual Settlement Payments”) will be administered by Kalcheim Law Group, P.C. (the “Administrator”) and will be determined as follows. In connection with the Fairness Hearing described in Section 7, Class Counsel will apply to the Court for the payment of an Initial Attorneys’ Fee and Expense Award in an amount no greater than \$40,000. Any Initial Fee and Expense Award granted by the Court will be deducted from the \$100,000 Settlement Amount. The Claims Administrator will utilized the information provided by Class Members who submit Proof of Claim Forms to determine whether those Class Members are “Authorized Claimants” who qualify to receive Individual Settlement Payments because they paid Mandatory Hotel Fees in connection with reservations made through Orbitz and the amount of the Authorized Claimants’ claims (their “Authorized Claim Amount”).

To qualify as an Authorized Claimant, a Class Member must have paid one or more “Eligible Fees” at one or more “Eligible Hotels” on one or more “Eligible Nights.” “Eligible Fee” means any Mandatory

Hotel Fees/Taxes collected from a Class Member by an Eligible Hotel of which the Class Member did not receive notice at the time he, she or it reserved and paid for accommodation through Orbitz and/or as to the amount of which the Class Member was misinformed or misled due to information received at the time of reservation. "Eligible Hotel" means any hotel, motel, resort or other lodging place affiliated with any of the Starwood Brands or Marriott Brands at which a Class Member who booked a room through Orbitz for an Eligible Night was charged an Eligible Fee. "Eligible Night" means: (a) in the case of Starwood Brand properties that qualify as Eligible Hotels, any night during the Starwood Class Period; and (b) in the case of Marriott Brand properties that qualify as Eligible Hotels, any night during the Marriott Class Period.

The Authorized Claim Amount of Authorized Claimants who made reservations prior to January 1, 2006 and paid Eligible Fees on Eligible Nights at Eligible Hotels shall be equal to the *greater* of: (a) \$15.00; and (b) 50% of the total amount of Eligible Fees paid at Eligible Hotels on Eligible Nights that the Authorized Claimant can document with copies of itemized hotel invoices.

The Authorized Claim Amount of Authorized Claimants who made reservations on or after January 1, 2006 and paid Eligible Fees on Eligible Nights at Eligible Hotels shall be equal to the *greater* of: (a) \$5.00; (b) 20% of the total amount of Eligible Fees paid at Eligible Hotels on Eligible Nights that the Authorized Claimant can document with copies of itemized hotel invoices; and (c) 50% of the total amount of Eligible Fees paid at Eligible Hotels on Eligible Nights that the Authorized Claimant can document with both (i) copies of itemized hotel invoices, and (ii) copies of e-mails from Orbitz confirming the Authorized Claimant's hotel reservations.

The total of all Authorized Claim Amounts calculated by the Administrator is the "Total Authorized Claims Amount." The "Net Distribution Amount" equals the \$100,000 Settlement Amount, minus the Initial Fees and Expense Award, minus the costs of providing notice to the Class and administering the Settlement.

If the Total Authorized Claims Amount equals or exceeds the Net Distribution Amount: (a) each Authorized Claimant will receive an Individual Settlement Payment equal to his, her or its pro rata share of the Net Distribution Amount (based upon the Authorized Claimant's Authorized Claim Amount compared to the Total Authorized Claims submitted by all Authorized Claimants); and (b) Class Counsel will not receive a distribution of a Secondary Fees and Expenses Award (as described in Section 12).

If the Net Distribution Amount is greater than the Total Authorized Claims and the Court has not awarded Class Counsel a Secondary Fees and Expenses Award: (a) each Authorized Claimant will receive an Individual Settlement Payment equal to his, her or its pro rata share of the Net Distribution Amount (based upon the Authorized Claimant's Authorized Claim Amount compared to the Total Authorized Claims submitted by all Authorized Claimants); and (b) Class Counsel will not receive a distribution of a Secondary Fees and Expenses Award.

If the Net Distribution Amount is greater than the Total Claims Amount and the Court has awarded Class Counsel a Secondary Fees and Expenses Award: (a) each Authorized Claimant will receive an Individual Settlement Payment equal to his, her or its Authorized Claim Amount; (b) Class Counsel will receive a payment equal to the lesser of (i) the Secondary Fees and Expenses Award and (ii) the amount by which the Net Distribution Amount exceeds the Total Claims Amount; and (c) any portion of the Net Distribution Amount remaining after the payments in subparagraphs (a) and (b) above will be distributed

to Authorized Claimants on a pro rata basis (based upon the Authorized Claimant's Authorized Claim Amount compared to the Total Authorized Claims submitted by all Authorized Claimants).

6. How do I make a claim in the Settlement?

If you believe that you paid one or more Eligible Fees on an Eligible Night at an Eligible Hotel, you should complete the attached Proof of Claim Form to assert your right to an Individual Settlement Payment. Class Counsel recognize that not all Class Members have retained records regarding their reservations or the Eligible Fees that they paid. Thus, you should provide the relevant information to the best of your recollection on the Proof of Claim Form. In the event that you can prove (by attaching a hotel invoice to your Proof of Claim Form) that the amount of any Eligible Fee that you paid for any particular Eligible Night at an Eligible Hotel exceeds the average fee amount that the Administrator will utilize to calculate your Qualified Claim Amount, the Administrator will utilize the higher amount in its calculations. During the pendency of this Lawsuit Orbitz made numerous changes and improvements to the Mandatory Hotel Fee disclosures on its website. If you made a hotel reservation on or after January 1, 2006, it is highly likely that information about Mandatory Hotel Fees was provided to you on the Orbitz website at the time you made the reservation and in the reservation confirmation e-mail sent to you by Orbitz. For this reason, in order to qualify for the maximum amount of recovery, Class Members who made reservations on or after January 1, 2006 must demonstrate that they did not receive any information or did not receive correct information about Mandatory Hotel Fees by submitting copies of the reservation confirmation e-mails sent to them by Orbitz. Please inform the Administrator if you change address so that your payment can be forwarded to you.

7. If I don't like a term of the Settlement, how do I object?

If you believe that one or more of the terms of the Settlement are not fair, reasonable and adequate to the Class, you may file an "Objection" with the Court. A Class Member's Objection must be in writing, must contain the Class Member's full name and address, must state with sufficient detail the reason(s) for the Objection, and must be signed by the Class Member (or by a person with authority to bind the Class Member). The Objection must further state whether the Class Member intends to appear at the Fairness Hearing related to the Settlement. Objections must be served by no later than August 15, 2011, on the following:

Clerk of Court	Matthew Oster	Mitch Kalcheim
Los Angeles Superior Court	McDermott Will & Emery LLP	Kalcheim Law Group, P.C.
Central Civil West Courthouse	2049 Century Park East	9300 Wilshire Boulevard,
600 S. Commonwealth Ave	Suite 3800	Suite 508
Los Angeles, CA 90005	Los Angeles, CA 90067	Beverly Hills, CA 90212
	Orbitz's Counsel	Class Counsel

You may, but are not required to, hire counsel to assert your Objection. If you and/or any counsel you engage intend to appear at the Fairness Hearing, you must file with the Court and serve upon Class Counsel and Orbitz's Counsel, by first-class mail, at the above-listed addresses, a notice of intention to appear on or before August 15, 2011. Any Class Member who intends to present documentary evidence in support of an Objection at the Fairness Hearing must provide Class Counsel and Orbitz's counsel with copies of that documentary evidence at the above-listed addresses on or before August 15, 2011.

8. When will the Court decide whether the Settlement should be approved?

The Court will hold the fairness hearing on September 16, 2011, at 9:00 a.m., in the courtroom of the Honorable Carl J. West, at Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, CA. At the Fairness Hearing the Court will consider whether the Settlement is fair, reasonable

and adequate to the members of the Class. If there are any Objections, the Court will consider them at this hearing. The Court will listen to people who have asked to speak at the hearing. At or after the Fairness Hearing, the Court will decide whether to approve the Settlement. The Fairness Hearing can be continued at any time by the Court without further notice to you. **You are not required to attend the hearing in order to participate in the Settlement or to file an Objection.**

9. Whom do I contact if I have questions about the Settlement?

You may contact the Administrator with any questions you have regarding the Settlement. The contact information for the Administrator is as follows:

Mitch Kalcheim
KALCHEIM LAW GROUP, P.C.
9300 Wilshire Boulevard, Suite 508
Beverly Hills, CA 90212
Telephone: 310-461-1210 or Toll Free 888-292-0405
mitch@kallawgroup.com

10. How do I get more information about the Lawsuit?

This Notice is only a summary of the proceedings in the Lawsuit. If you need additional information, you may write, call or email Class Counsel, using the contact information set forth in Section 9 above.

PLEASE DO NOT CALL THE COURT OR ORBITZ.

You may review the pleadings and other records in the Lawsuit during normal business hours at the Office of the Clerk of Court, which is located at Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, CA 90005.

Certain documents and other information about the Lawsuit are also available on the internet at: www.kallawgroup.com/pending-actions/.

11. Why have Plaintiffs and Class Counsel decided to settle the Lawsuit?

Plaintiffs and Class Counsel have decided to settle the Lawsuit because they believe that the Settlement is an attractive option for the Class based upon all of the risks and potential outcomes of this litigation. As noted above, the Court has not yet made an assessment regarding whether the Class will prevail in this litigation. Defendant has denied and continues to deny that it has engaged in any unlawful conduct, and Plaintiffs and Class Counsel recognized that there could be no assurance that the Class would obtain any relief if they did not settle the Lawsuit. The Court's decisions regarding class certification have limited the scope of the Class. As a result, the costs of pursuing Class Members' claims are very high relative to the amount Class Members could hope to recoup at trial. In addition, the Settlement provides for a payment that Class Counsel believes is likely to compensate Authorized Claimants for a significant percentage of the Mandatory Hotel Fees that they paid in connection with reservations made through Orbitz.

12. How will Class Counsel's fees and expenses be paid?

At the Fairness Hearing, Class Counsel will apply to the Court for the payment of an Initial Attorneys' Fee and Expense Award of no more than \$40,000. That award will include an award of \$1,000 each to Plaintiffs Nicole Montgomery and Wallace Leasure as compensation for their time and effort in pursuing the Lawsuit on behalf of the Class. The Initial Attorneys' Fee and Expense Award will not fully compensate Class Counsel for the expenses that they have incurred in connection with the Litigation, much less the full value of the attorneys' fees that they have incurred representing Plaintiffs

and all Class Members on a fully contingent basis. In addition, as is described above in Section 5, Class Counsel intend to request that the Court authorize the payment of a Secondary Attorneys' Fee and Expense Award to be paid only in the event that the Net Settlement Amount exceeds the Total Authorized Claims Amount. The maximum Secondary Attorneys' Fees and Expense Award will be equal to the amount by which the Net Settlement Amount exceeds the Total Authorized Claims Amount. In all circumstances, however, the amount of the expenses incurred by Class Counsel in prosecuting this action on behalf of Class Members on a fully contingent basis will exceed the amount of the total attorneys' fees and expenses awarded to them.

13. What claims will I release if the Settlement is approved by the Court?

If the Settlement is approved by the Court, the Class Members will release certain claims (the "Released Class Claims") against Orbitz and its past and present officers, directors, employees, agents, stockholders, attorneys, insurers, servants, representatives, parents, subsidiaries, and affiliates, and the predecessors, successors, heirs, executors, administrators, trustees, and assigns of each of the foregoing (the "Orbitz Releasees"). The Released Class Claims are any and all claims (including "Unknown Claims"), demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, damages of any nature whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or in equity, that the Class Members now have, or hereafter can, shall or may have on account of or arising out of or resulting from non-disclosure or inaccurate disclosure concerning Mandatory Hotel Fees payable to Starwood Brand and Marriott Brand hotels, motels, resorts or other lodging places in connection with reservations booked and paid for through Orbitz, including but not limited to any such conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Lawsuit, which arise under any federal or state statute or regulation or the common law, except claims to enforce the terms of the Settlement. The Unknown Claims include any and all Released Class Claims that Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time the release of the Released Class Claims becomes effective, which if known by any Plaintiff or any Class Member, might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Class Claims, the parties have stipulated and agreed that, once the release of the Released Class Claims becomes effective, each Class Member shall expressly be deemed to have, and by operation of the Court's order dismissing the Lawsuit shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. That statute provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14. What are the important deadlines for this Settlement?

If you wish to submit a claim, you must complete and mail a Proof of Claim Form to the Administrator so that the form is postmarked no later than August 15, 2011.

Objections to the Settlement must be served no later than August 11, 2011.

Notices of intent to appear at the Fairness Hearing and any evidence you propose to submit to the Court must be served no later than August 11, 2011.

The Fairness Hearing will occur on September 16, 2011, at 9:00 a.m., in the courtroom of the Honorable Carl J. West, at Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, C.A.

BY THE COURT:

Dated: May 24, 2011

/s/ Honorable Carl J. West

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICOLE MONTGOMERY, Individually and on)	
Behalf of All Others Similarly Situated,)	
)	
Plaintiff,)	Case No. BC 335441
)	
vs.)	Assigned to the Honorable Carl J. West
)	
ORBITZ, LLC and DOES 1-100,)	
)	
Defendants.)	
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CLAIM FORM FOR MEMBER OF ORBITZ/STARWOOD SETTLEMENT CLASS

Instructions:

- Complete the information requested and either Declaration A or Declaration B (please print). Information marked with an asterisk (*) must be completed or your claim form will be invalid. You still may be entitled to a settlement payment even if you are unable to provide the optional information and/or copies of the documentation.
- Attach copies of optional documentation.
- Sign and Date this Claim Form
- Mail Claim Form and any documentation , postmarked no later than **August 15, 2011** to:
Orbitz Hotel Fee Settlement
c/o Kalcheim Law Group, P.C.
9300 Wilshire Boulevard, Suite 508
Beverly Hills, CA 90212
- Please complete a separate claim form for each reservation for which you wish to make a claim.

Name*: _____

Mailing Address*: _____

Phone number(s) where you can be reached for questions related to your claim*: _____

Declaration A:

Between January 1, 2003 and December 31, 2005, I used Orbitz to make and pay for a reservation at _____* [hotel/motel/resort] in _____*

[city/state]. I paid a mandatory charge to the above hotel/motel/resort in addition to the amount I paid to Orbitz. I did not receive notice of the additional charge at the time I made my reservation, or I was misinformed or misled about the amount of the additional charge at the time I made my reservation. I did not receive a refund of this mandatory charge from the above hotel or Orbitz.

Optional Additional Information:

Date(s) of stay: _____

Amount of additional charge: _____

Nature of additional charge (e.g., resort fee, safe fee): _____

I have attached documentation evidencing payment of the additional charge (e.g., receipt, hotel invoice, cancelled check, credit card statement) _____ Yes _____ No

The above information is true and correct to the best of my knowledge.

Signature*

Date*

Declaration B:

Between January 1, 2006 and December 18, 2009, I used Orbitz to make and pay for a reservation at _____* [hotel/motel/resort] in _____*

[city/state]. I paid a mandatory charge to the above hotel/motel/resort in addition to the amount I paid to Orbitz.

I did not receive notice of the additional charge at the time I made my reservation, or I was misinformed or misled about the amount of the additional charge at the time I made my reservation. I did not receive a refund of this mandatory charge from the above hotel or Orbitz.

Optional Additional Information:

Dates of stay: _____

Amount of additional charge: _____

Nature of additional charge (e.g., resort fee, safe fee): _____

I have attached the documentation evidencing:

- payment of the additional charge (e.g., receipt, hotel invoice, cancelled check, credit card statement) _____ Yes _____ No
- confirmation of my reservation received from Orbitz _____ Yes _____ No

The above information is true and correct to the best of my knowledge.

Signature*

Date*

You must complete, date and sign either Declaration A or Declaration B. You may still be entitled to a settlement payment even if you are unable to provide the optional information and/or copies of the documentation.

This form must be mailed in an envelope that is postmarked no later than August 15, 2011.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICOLE MONTGOMERY, Individually and on)	
Behalf of All Others Similarly Situated,)	
)	
Plaintiff,)	Case No. BC 335441
)	
vs.)	Assigned to the Honorable Carl J. West
)	
ORBITZ, LLC and DOES 1-100,)	
)	
Defendants.)	
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CLAIM FORM FOR MEMBER OF ORBITZ/MARRIOTT SETTLEMENT CLASS

Instructions:

- Complete the information requested and either Declaration A or Declaration B (please print). Information marked with an asterisk (*) must be completed or your claim form will be invalid. You still may be entitled to a settlement payment even if you are unable to provide the optional information and/or copies of the documentation.
- Attach copies of optional documentation.
- Sign and Date this Claim Form
- Mail Claim Form and any documentation , postmarked no later than **August 15, 2011** to:
Orbitz Hotel Fee Settlement
c/o Kalcheim Law Group, P.C.
9300 Wilshire Boulevard, Suite 508
Beverly Hills, CA 90212
- Please complete a separate claim form for each reservation for which you wish to make a claim.

Name*: _____

Mailing Address*: _____

Phone number(s) where you can be reached for questions related to your claim*: _____

Declaration A:

Between January 1, 2003 and December 31, 2005, I used Orbitz to make and pay for a reservation at _____* [hotel/motel/resort] in _____*

[city/state]. I paid a mandatory charge to the above hotel/motel/resort in addition to the amount I paid to Orbitz. I did not receive notice of the additional charge at the time I made my reservation, or I was misinformed or misled about the amount of the additional charge at the time I made my reservation. I did not receive a refund of this mandatory charge from the above hotel or Orbitz.

Optional Additional Information:

Date(s) of stay: _____

Amount of additional charge: _____

Nature of additional charge (e.g., resort fee, safe fee): _____

I have attached documentation evidencing payment of the additional charge (e.g., receipt, hotel invoice, cancelled check, credit card statement) _____ Yes _____ No

The above information is true and correct to the best of my knowledge.

Signature*

Date*

Declaration B:

Between January 1, 2006 and June 4, 2010, I used Orbitz to make and pay for a reservation at _____* [hotel/motel/resort] in _____*

[city/state]. I paid a mandatory charge to the above hotel/motel/resort in addition to the amount I paid to Orbitz.

I did not receive notice of the additional charge at the time I made my reservation, or I was misinformed or misled about the amount of the additional charge at the time I made my reservation. I did not receive a refund of this mandatory charge from the above hotel or Orbitz.

Optional Additional Information:

Dates of stay: _____

Amount of additional charge: _____

Nature of additional charge (e.g., resort fee, safe fee): _____

I have attached the documentation evidencing:

- payment of the additional charge (e.g., receipt, hotel invoice, cancelled check, credit card statement) _____ Yes _____ No
- confirmation of my reservation received from Orbitz _____ Yes _____ No

The above information is true and correct to the best of my knowledge.

Signature*

Date*

You must complete, date and sign either Declaration A or Declaration B. You may still be entitled to a settlement payment even if you are unable to provide the optional information and/or copies of the documentation.

This form must be mailed in an envelope that is postmarked no later than August 15, 2011.