

OFFICIAL COURT NOTICE OF PENDENCY OF CLASS ACTION

NICOLE MONTGOMERY, on behalf of herself and all others similarly situated,	:	Superior Court of the State of California
	:	County of Los Angeles
	:	
Plaintiff,	:	Case No. BC 335441
	:	Civil Action
v.	:	
	:	
ORBITZ, LLC,	:	
	:	
Defendant.	:	

THIS IS A COURT-ORDERED NOTICE. IF YOU PAID A MANDATORY, UNDISCLOSED HOTEL FEE/TAX (SUCH AS A RESORT FEE, SAFE FEE OR ENERGY SURCHARGE) TO A MARRIOTT BRAND HOTEL SUCH AS A MARRIOTT, JW MARRIOTT, RENAISSANCE, EDITION, AUTOGRAPH COLLECTION, COURTYARD BY MARRIOTT, RESIDENCE INN BY MARRIOTT, FAIRFIELD INN & SUITES BY MARRIOTT, TOWNEPLACE SUITES BY MARRIOTT, SPRINGHILL SUITES BY MARRIOTT, RITZ-CARLTON, MARRIOTT EXECUSTAY, MARRIOTT EXECUTIVE APARTMENTS, OR GRAND RESIDENCES BY MARRIOTT BOOKED THROUGH ORBITZ, LLC SINCE JANUARY 1, 2003, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

A California Court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE ANSWERS THESE IMPORTANT QUESTIONS:

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14. How can I get additional information about this Lawsuit?
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1. Why should I read this Notice?

If you paid an undisclosed mandatory fee (such as a resort fee, safe fee or energy surcharge) to a Marriott-brand hotel such as a 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 booked through Orbitz since January 1, 2003, a class action lawsuit known as *Montgomery v. Orbitz, LLC*, Case No. BC 335441 (the “Lawsuit”) may affect your rights. You should read this Notice to learn how your rights may be affected, what your legal rights and options are, and what the deadlines are for exercising your rights and options.

2. What is this Lawsuit about?

Wallace Leasure (“Plaintiff”) filed this Lawsuit against Orbitz, LLC (“Orbitz”) claiming that, having made a reservation at a Renaissance hotel through Orbitz, and having paid Orbitz an amount of money that was identified as the “Total price” of his stay at that hotel, including “Taxes & fees,” he was required to pay the hotel an additional, mandatory Resort Fee of \$16.25 per day for his four-day stay. Believing that others who used Orbitz to book rooms at hotels that charged mandatory fees may have had similar experiences, Plaintiff joined this class action. A class action is a type of lawsuit in which one or a few individuals represent a larger group of people who were also allegedly harmed by a defendant’s conduct. This group of people is referred to as the “Class” or as the “Class Members.”

Plaintiff claims that Orbitz’s conduct was a breach of California’s Unfair Competition Law, which is codified in the California Business and Professions Code at Sections 17200 and 17500, and the following sections. Orbitz denies that it violated this statute and claims it acted lawfully. The Court has allowed the Lawsuit to proceed as a class action on behalf of consumers who booked Marriott and Starwood-branded hotels through Orbitz.

Orbitz claims that, at the time he made his booking, it fully disclosed to Mr. Leasure that he could be charged a resort fee by the hotel. Orbitz also denies that it has violated the particular statute at issue.

The Court has not decided the merits of Mr. Leasure’s claim or Orbitz’s defenses.

3. Who is included in the Orbitz/Marriott Class?¹

The Court has certified a Orbitz/Marriott Class, comprised of people who fall within one of the following categories:

Category 1: California and non-California residents who: (1) during the **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; (2) were required to pay **Mandatory Hotel Fees/Taxes** in addition to the price they contracted to pay Orbitz; and (3)(a) did not receive notice of the **Mandatory Hotel Fees/Taxes** at the time they reserved and paid for their accommodation through Orbitz and/or (b) were misinformed or misled about the amount of **Mandatory Hotel Fees/Taxes** due to information they received at the time of reservation from Orbitz.

Category 2: California residents who: (1) during the **Class Period** booked a room or other lodging accommodation through Orbitz at a **Marriott brand** hotel, motel, resort or other lodging place located **outside** the State of California; (2) were required to pay **Mandatory Hotel Fees/Taxes** in addition to the price they contracted to pay Orbitz; and (3)(a) did not receive notice of the **Mandatory Hotel Fees/Taxes** at the time they reserved and paid for their accommodation through Orbitz and/or (b) 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 “**Class Period**” is the period between January 1, 2003 and June 4, 2010.

The “**Marriott brand**” hotels are 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.

¹ Previously, on December 18, 2009, the Court certified a class of consumers who booked Starwood-branded hotels through Orbitz. The Orbitz/Starwood Class is represented by Plaintiff Nicole Montgomery. If you booked a Starwood-branded hotel through Orbitz between January 1, 2003 and December 18, 2009, you should have received a notice concerning your rights as a member of the Orbitz/Starwood Class. A copy of the notice to the members of the Orbitz/Starwood is available at www.OrbitzHotelFeeLawsuit.com.

“**Mandatory Hotel Fees/Taxes**” are charges imposed by hotels in addition to the amount already paid to Orbitz for the hotel stay, that are not optional and comprise (1) 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 (2) taxes such as occupancy taxes.

4. Why did I get this Notice?

You received this Notice to inform you that you may be a member of the Orbitz/Marriott Class certified in this Lawsuit, and to notify you that you have legal rights and options that you may exercise before the Court holds a trial. At the trial, Judge Carl J. West of the Los Angeles County Superior Court will determine whether the claims being made against Orbitz on your behalf entitle Class Members to any recovery. If Judge West determines that Class Members are entitled to relief, you may be able to recover money or other benefits, and Orbitz may be ordered to change its disclosure practice.

5. What happens if I do nothing?

You do not have to do anything now if you want to maintain the possibility of getting money or other benefits from this Lawsuit. By doing nothing, you are staying in the Class. If you stay in the Class, and the Class is awarded money or other benefits, either as a result of the trial or a settlement, you will be notified about how to apply for your share of the recovery. However, if you do nothing now you will not be able to separately sue, or continue to sue, Orbitz for the same claims that are the subject of this Lawsuit, regardless of whether Plaintiff wins or loses the trial. You will also be legally bound by all of the Orders the Court issues and the judgments the Court makes in this class action, including any decisions rendered in Orbitz’s favor.

6. Why would I ask to be excluded from the Class?

If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any money or benefits from this Lawsuit, if any are awarded or obtained. However, you may be able to separately sue or continue to sue Orbitz for the legal claims that are the subject of this Lawsuit. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action. If you bring your own lawsuit against Orbitz after you exclude yourself from the Class, you will have to hire and pay for your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so that you can start your own lawsuit against Orbitz, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

7. If I don’t want to be in the Class, how do I exclude myself?

If you do **NOT** want to remain a Class Member and wish to exclude yourself from the Lawsuit, you must send a written request to the below-listed address that legibly sets forth your name and address, and states that you wish to be excluded from the Orbitz/Marriott Class in *Montgomery v. Orbitz, LLC*, Case No. BC 335441. The request must be sent by First-Class Mail, **postmarked no later than October 21, 2010**, addressed to:

Superior Court of the State of California
Montgomery v. Orbitz, LLC Exclusion Requests
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177

Requests for exclusion submitted after **October 21, 2010** will not be effective.

If your request for exclusion is on behalf of any entity or individual other than you (such as, for example, a relative), you must provide documentation of your legal authority to execute the request on behalf of that entity or other individual.

8. Do I have a lawyer in this Lawsuit?

The Court has decided that two law firms are qualified to represent all Class Members as Class Counsel: Kalcheim Law Group, P.C. and Shalov Stone Bonner & Rocco LLP. The lawyers at these two firms are experienced in handling similar consumer class actions. More information about Class Counsel is available at www.kallawgroup.com and www.lawssb.com.

9. Should I get my own lawyer?

If you want to remain a member of the Class, but you do not wish to be represented by Class Counsel, you may enter an appearance through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Court. You will remain a Class Member with representation by your own attorney and you will be responsible for the fees and costs of your attorney.

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

If Class Counsel recover money or other benefits for the Class, they may ask the Court for payment of their fees and expenses. You will not have to pay those fees and expenses. Rather, if the Court grants Class Counsel's request for the payment of fees and expenses, the fees and expenses will either be deducted from the Class's recovery or paid separately by Orbitz.

11. How and when will the Court decide who is right?

As long as the Lawsuit is not resolved by a settlement, Class Counsel will have to prove the Class's claims at a trial in the Superior Court of the State of California, Los Angeles County. The trial date has not yet been scheduled. It is likely to take place in late 2010 or early 2011.

12. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Class Members, and Orbitz will present its defenses. You are welcome to attend the trial at your own expense. If you wish to participate in the trial, you should contact Class Counsel.

13. Will I get money after the trial?

If the Class obtains money or other benefits as a result of the trial or a settlement, you will be notified about how to participate. As a condition of participating in any such recovery, you may be required to provide documentation of the fact that you paid undisclosed Mandatory Hotel Fees/Taxes. Thus, you should maintain any Orbitz reservation documents, hotel receipts, credit card statements or other documentation related to any hotel reservation made through Orbitz that resulted in you paying an undisclosed Mandatory Hotel Fee/Tax until the Lawsuit is resolved.

14. How can I get additional information about this Lawsuit?

This Notice is only a summary of the proceedings in the Lawsuit. You may review the pleadings and other publicly filed records, including the Fourth Amended Class Action Complaint filed June 10, 2010 and the Court's June 4, 2010 order certifying the Orbitz/Marriott Class, during normal business hours at the Office of the Clerk of Court, Los Angeles County, which is located at 600 South Commonwealth Avenue, Los Angeles, California 90005.

Those and other documents and other information are also available on the internet at: www.OrbitzHotelFeeLawsuit.com.

If you have questions concerning anything discussed in this Notice, or wish to provide Class Counsel with any information concerning the Lawsuit, please visit the above website or contact Class Counsel at:

Mitch Kalcheim, Esq.
Kalcheim Law Group, P.C.
9300 Wilshire Boulevard, Suite 508
Beverly Hills, CA 90212
(310) 461-1210
Mitch@kallawgroup.com

Susan M. Davies, Esq.
Shalov Stone Bonner & Rocco LLP
485 Seventh Avenue, Suite 1000
New York, NY 10018
(212) 239-4340
sdavies@lawssb.com

PLEASE DO NOT CALL THE COURT OR ORBITZ.

15. What are the important deadlines I need to be aware of?

Requests for Exclusion must be postmarked no later than **October 21, 2010**.

BY THE COURT:

/s/ Carl J. West
Honorable Carl J. West
Judge of the Superior Court

Dated: August 3, 2010