

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 09-10004-CIV-MOORE/SIMONTON

THE COUNTY OF MONROE, FLORIDA,  
individually and on behalf of others similarly situated,

Plaintiff,

v.

PRICELINE.COM INCORPORATED;  
TRAVELWEB LLC; TRAVELOCITY.COM LP;  
SITE59.COM, LLC; EXPEDIA, INC;  
HOTELS.COM, L.P.; HOTWIRE, INC.;  
TRIP NETWORK, INC. d/b/a CHEAP TICKETS;  
and ORBITZ, LLC,

Defendants.

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**ORDER GRANTING PLAINTIFF'S OMNIBUS MOTION FOR: (A) FINAL APPROVAL  
OF SETTLEMENT; (B) AWARD OF ATTORNEYS' FEES AND EXPENSES; AND (C)  
INCENTIVE AWARD TO CLASS REPRESENTATIVE  
MONROE COUNTY**

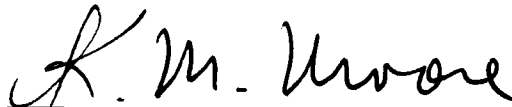
THIS CAUSE came before the Court on Plaintiff's Omnibus Motion For: (A) Final Approval of Settlement; (B) Award of Attorneys' Fees and Expenses; and (C) Incentive Award to Class Representative Monroe County (ECF No. 234) ("Omnibus Motion"). Having fully considered the Omnibus Motion, having held a fairness hearing on January 6, 2011, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that, for the reasons stated in this Court's September 3, 2010 Order Granting Preliminary Approval of the Class Settlement Agreement (ECF No. 215) and for the reasons stated by the Court on the record at the January 6, 2011 fairness hearing, said Omnibus Motion is **GRANTED**. It is further ORDERED AND ADJUDGED as follows:

1. All capitalized terms used herein shall have the same meanings as are ascribed to them in the Master Settlement Agreement dated August 2, 2010 (the "Settlement Agreement").
2. The Court has jurisdiction over the subject matter of this Action and over the parties to this Action, including all of the Class Members.
3. The terms of the Settlement Agreement are fair, reasonable, and adequate as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure. Accordingly, the Settlement Agreement is approved, and the parties' settlement is to be consummated according to the terms of the Settlement Agreement.
4. Upon payment by Defendants of the Settlement Payments, Plaintiff shall cause the dismissal with prejudice of this Action, with the parties to bear their own fees and costs (except for the award of fees and costs to Class Counsel, and the incentive award to Monroe County, as provided below).
5. Upon payment by the Defendants of the Settlement Payments, the Class Members shall be enjoined from asserting any of the Released Claims as set forth in the Settlement Agreement.
6. Class Counsel is hereby awarded \$2,145,000.00 in attorneys' fees, representing 33% of the Settlement Payments, which sum the Court finds to be fair and reasonable. This sum shall be paid to Class Counsel from the Settlement Payments.
7. Class Counsel is also entitled to reimbursement of its reasonable costs and expenses in the amount of \$661,672.58. This sum shall be paid to Class Counsel from the Settlement Payments.

8. Monroe County is hereby awarded an incentive payment of \$65,000.00 for its efforts as Class Representative, which sum the Court finds to be fair and reasonable. This sum shall be paid to Monroe County from the Settlement Payments.
9. The Plan of Allocation set forth in the Motion is fair and reasonable, and Class Counsel shall administer the Settlement in accordance with that Plan of Allocation. Specifically, Class Counsel shall disburse the balance of the Settlement Payments (i.e., after deduction of the attorneys' fees, costs and incentive award to Monroe County set forth above) to the members of the Class in accordance with each Class Members' "% of Total TDTs Alleged To Be Owed" as set forth in the third column of the chart set forth at pp. 13-15 of Plaintiff's Omnibus Motion.
10. The Court hereby retains continuing and exclusive jurisdiction over the Settlement Agreement, including the administration and consummation of the terms and conditions thereof.
11. Plaintiff's Unopposed MOTION for Leave to File Plaintiff's Omnibus Motion for: (A) Final Approval of Settlement; (B) Award of Attorneys' Fees & Expenses; and (C) Incentive Award to Class Representative Monroe County and Supporting Memorandum of Law, in Excess of Page Limit (ECF No. 233) is GRANTED.

DONE and ORDERED in Chambers at Miami, Florida this 6th day of January 6, 2011.

  
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K. MICHAEL MOORE  
UNITED STATES DISTRICT COURT JUDGE

cc: counsel of record