

To: [Customer email address]
From: Administrator for Hotwire Taxes & Fees Class Action Settlement
Subject: Notice of Class Action and Proposed Settlement

You are receiving this Court-approved notice because you made and paid for a hotel reservation on www.hotwire.com ("Hotwire Website") between January 10, 2001 and May 2, 2005. A proposed class action settlement may affect you. A hearing has been scheduled in San Francisco Superior Court, in *Deaton, et al. v. Hotwire, Inc.*, Case No. CGC-05-437631, to approve the settlement.

If you are a member of the Certified Class, you have the right to make a claim for either a cash refund or for a credit towards any future flight, car rental, hotel reservation or travel package on the Hotwire Website. Based on the records we have received from Hotwire, for all reservations you made using the email address <email address>, you would be entitled to receive up to \$<CashRefund> in cash, or a credit of <HDCredit> HotDollars. If you used other email addresses to make Qualifying Reservations, these amounts could increase. However, the total amount to be paid will be determined only after all claims are received. For additional information or to make a claim, visit www.hoteltaxandfeesettlement.com.

You also may choose to exclude yourself from the settlement. If the settlement is approved and you do not exclude yourself, you give up the right to bring a separate lawsuit for the claims resolved by the settlement, you will be bound by the terms of the settlement, and your remedies will be limited to the settlement. To exclude yourself, visit www.hoteltaxandfeesettlement.com.

You also have the right to file written objections to the settlement and appear, or have your own attorney appear, at the Court hearing. To learn more about or exercise any of your rights, please read below and visit www.hoteltaxandfeesettlement.com.

In the suit, Plaintiff alleges that Hotwire did not properly disclose the nature and amounts of taxes and fees charged to customers who made hotel reservations at the Hotwire Website. Hotwire has denied and continues to deny each and all of Plaintiff's claims. The Court has not made a decision on the merits. Without admitting wrongdoing or liability, the parties have decided to settle the case.

You are a member of the Certified Class if, between January 10, 2001 and May 2, 2005, you (a) were a resident of the United States, and (b) contacted Hotwire through its website (www.hotwire.com) in order to reserve hotel accommodations, and (c) received a price quote for such accommodations from Hotwire that specified a price for the accommodations plus an additional charge for "taxes and fees" or "taxes/fees," and (d) paid Hotwire for the accommodations plus the "taxes and fees" or "taxes/fees." The hotel accommodations that you purchased must not have been part of a "package arrangement," meaning that it must not have included any other element of travel (such as airline tickets or a rental car), unless the price for the hotel accommodations was separately stated. You are not a member of the Certified Class, even if you meet all of these criteria, if you are an employee or agent of Hotwire, Inc.; are the Honorable Richard A. Kramer or a member of his family; or are a governmental entity.

If you submit a valid claim under penalty of perjury, you will receive, for all non-package hotel reservations you made and paid for on the Hotwire Website between January 10, 2001 and May 2, 2005 ("Qualifying Reservations"), your choice of a cash refund or HotDollar credit for use on Hotwire. The cash refund amount will equal 25% of the Service Fees you paid to Hotwire for your Qualifying Reservations. The HotDollar amount will equal 65% of the Service Fees you paid to Hotwire for each of your Qualifying Reservations. HotDollars expire one year after the date of issuance. "Service Fees" means, for any Qualifying Reservation, the total amount displayed in a line item on the Hotwire website as "taxes and fees" or "taxes/fees" and charged to the customer, less the amount that Hotwire estimated, at the time the Qualifying Reservation was made, that Hotwire would pay to the hotel supplier for payment to governmental authorities.

To receive your cash refund or HotDollar credit, you must submit a claim at www.hoteltaxandfeesettlement.com by the later of November 23, 2009, or 30 days after final approval of the settlement by the Court.

Hotwire has agreed to pay \$5,490,000 ("Settlement Amount") to cover all claims, notice and administrative expenses related to the settlement ("Administrative Expenses"), an incentive award to the named Plaintiff ("Incentive Award"), and attorneys' fees and expenses for Plaintiff's Counsel ("Attorneys' Fees and Expenses"). The total Administrative Expenses, Incentive Awards, and Attorneys' Fees and Expenses shall not exceed \$2,095,000. If, after payment of Administrative Expenses, Incentive Awards, and Attorneys' Fees and Expenses, the total value of the valid claims exceeds the balance of the Settlement Amount, then payment of each valid claim will be reduced pro rata. Any balance of the Settlement Amount after payment of all Administrative Expenses, Incentive Awards, Attorneys' Fees and Expenses and claims shall revert to Hotwire.

Hotwire also will make certain revisions to its Terms of Use Agreement, which is available on the Hotwire Website.

All claims of Class Members, which were or could have been asserted in the Litigation, based upon the facts alleged in the Litigation, will be released. This means that if you do not exclude yourself from the Certified Class, you will give up the right to sue for the claims that the settlement resolves, and you will be bound by the terms of the settlement. If you wish to exclude yourself from the Certified Class, you must submit a request for exclusion at www.hoteltaxandfeesettlement.com. If you exclude yourself, you will not receive the benefits of the settlement, and you cannot object to the settlement. All requests for exclusion must be completed online by September 25, 2009.

If you wish to object to the settlement or appear or have your own attorney appear at the hearing, which will be held on October 23, 2009 at 10:30 a.m., you must file your objection or request for other relief with the Court and serve it on the parties' counsel, as follows: Seth A. Safier, Esq., Gutride Safier LLP, P.O. Box 460286, San Francisco, CA 94146-0286 (counsel for Plaintiff); and James P. Karen, Esq., Jones Day, 2727 N. Harwood Street, Dallas, TX 75201 (counsel for Hotwire, Inc.). All objections or requests for other relief must be received (not just postmarked) by September 25, 2009 and must comply with the instructions in the Long Form Notice at www.hoteltaxandfeesettlement.com. If you make a timely objection to the settlement, and your objection is overruled, you may opt out of the settlement with seven days thereafter.

DO NOT CONTACT THE COURT OR HOTWIRE CONCERNING THIS NOTICE OR THIS LAWSUIT. If you would like more information about this notice or this case, including Plaintiff's likelihood of success in this Litigation, please visit www.hoteltaxandfeesettlement.com. If you do not have Internet access, you may write by mail to counsel for Plaintiff, at the address set forth above.