

No. 20-334

In the Supreme Court of the United States

CITY OF SAN ANTONIO, TEXAS, ON BEHALF OF ITSELF
AND ALL OTHER SIMILARLY SITUATED TEXAS
MUNICIPALITIES, PETITIONER

v.

HOTELS.COM, L.P., ET AL.

*ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT*

JOINT APPENDIX

DANIEL L. GEYSER
ALEXANDER DUBOSE &
JEFFERSON LLP
Walnut Glen Tower
8144 Walnut Hill Lane, Ste. 1000
Dallas, TX 75231
(214) 396-0441
dgeyser@adjtlaw.com

*Counsel of Record
for Petitioner*

DAVID B. SALMONS
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004
(202) 739-3000
david.salmons@morganlewis.com

*Counsel of Record
for Respondents*

PETITION FOR A WRIT OF CERTIORARI FILED: SEPTEMBER 10, 2020
CERTIORARI GRANTED: JANUARY 8, 2021

TABLE OF CONTENTS

	Page
Court of appeals docket entries (No. 19-50701)	1
Court of appeals docket entries (No. 16-50479)	9
District court docket entries	27
Parties' agreed motion to expedite stay pending appeal and extend time for seeking costs and fees (Apr. 12, 2013).....	80
Petitioner's application for attorney's fees and costs (July 25, 2016).....	86
Declaration of Gary Cruciani in support of petitioner's application (July 25, 2016)	86
Exhibit 1: Legal services agreement between petitioner and petitioner's counsel (Apr. 11, 2006)	86
Court of appeals mandate (Feb. 14, 2018)	99
Respondents' motion for entry of final judgment (Mar. 6, 2018).....	101
Proposed second amended final judgment	106
Petitioner's advisory regarding respondents' motion for entry of final judgment (Mar. 19, 2018).....	110
Declaration of Les J. Strieber in support of respondents' bill of costs (Apr. 9, 2018).....	113
Declaration of Tamara Marinkovic in support of respondents' bill of costs (Apr. 9, 2018).....	118
Declaration of Elizabeth Herrington in support of respondents' bill of costs (Apr. 9, 2018).....	125
Declaration of Brian Stagner in support of respondents' bill of costs (Apr. 9, 2018).....	130

II

Declaration of Stacy R. Horth-Neubert in support of respondents' bill of costs (Apr. 9, 2018).....	135
Declaration of Steven Wolens in opposition to respondents' bill of costs (May 15, 2018).....	140
Exhibits A-D: E-mail communication between petitioner's counsel and respondents' counsel	142
Declaration of James P. Karen in support of respondents' bill of costs (June 6, 2018).....	162
Exhibit A-1: E-mail communication between petitioner's counsel and respondents' counsel	165

III

The following opinions, decisions, judgments, and orders have been omitted in printing the joint appendix because they already appear on the following pages in the appendix to the petition for a writ of certiorari:

Appendix A:	Court of appeals opinion, May 11, 2020	1a
Appendix B:	District court order regarding costs, June 26, 2019.....	15a
Appendix C:	District court bill of costs, June 26, 2019.....	23a
Appendix D:	Court of appeals judgment regarding costs in prior appeal, Nov. 29, 2017.....	26a
Appendix E:	Court of appeals bill of costs in prior appeal, Feb. 14, 2018	28a
Appendix F:	Court of appeals order, July 6, 2020.....	31a

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

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Court of Appeals Docket #: 19-50701
—

CITY OF SAN ANTONIO,

v.

HOTELS.COM
—

RELEVANT DOCKET ENTRIES

DATE	PROCEEDINGS
07/30/2019	PRIVATE CIVIL DIVERSITY CASE docketed. NOA filed by Appellant City of San Antonio, Texas [19-50701] (MVM) [Entered: 07/30/2019 08:37 AM] * * * * *
08/09/2019	TRANSCRIPT ORDER received from Appellant City of San Antonio, Texas advising transcript unnecessary as it is already filed. Transcript Order ddl satisfied [19-50701] (RAJ) [Entered: 08/09/2019 03:50 PM] * * * * *
11/07/2019	APPELLANT'S BRIEF FILED # of Copies Provided: 0 A/Pet's Brief deadline satisfied. Appellee's Brief due on 12/09/2019 for Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation,

DATE	PROCEEDINGS
	<p>Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow. Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated. Paper Copies of Brief due on 11/13/2019 for Appellant City of San Antonio, Texas. [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'S BRIEF FILED by City of San Antonio, Texas. Date of service: 11/07/2019 via email - Attorney for Appellants: Bernard, Cruciani, Fischer, Fowler, Herrera, O'Connell, Priest, Sims, Wolens; Attorney for Appellees: Horth-Neubert, McGahey, Russell, Seibel, Sloan, Stagner, Strieber; US mail - Attorney for Appellees: Herrington, Rossman, Warden [19-50701] (Gary Cruciani) [Entered: 11/07/2019 02:49 PM]</p>
11/07/2019	<p>RECORD EXCERPTS FILED. # of Copies Provided: 0 Paper Copies of Record Excerpts due on 11/13/2019 for Appellant City of San Antonio, Texas. [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RECORD EXCERPTS FILED by Appellant City of San Antonio, Texas. Date of service: 11/07/2019 via email - Attorney for Appellants: Bernard, Cruciani, Fischer, Fowler, Herrera, O'Connell, Priest, Sims, Wolens; Attorney for Appellees: Horth-Neubert, McGahey,</p>

DATE	PROCEEDINGS
	<p>Russell, Seibel, Sloan, Stagner, Strieber; US mail - Attorney for Appellees: Herrington, Rossman, Warden [19-50701] (Gary Cruciani) [Entered: 11/07/2019 02:52 PM]</p> <p style="text-align: center;">* * * * *</p>
12/09/2019	<p>APPELLEES' BRIEF FILED by Hotels.Com, L.P., Hotwire, Incorporated, Trip Network, Incorporated, Expedia, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Travelnow.Com, Incorporated, Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelocity. Com, L.P. and Travelweb, L.L.C. # of Copies Provided: 0. E/Res's Brief deadline satisfied. Reply Brief due on 12/30/2019 for Appellant City of San Antonio, Texas. Paper Copies of Brief due on 12/16/2019 for Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline. Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity. Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated. [19-50701] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLEE'S BRIEF FILED by Hotels.Com, L.P., Hotwire, Incorporated, Trip Network, Incorporated, Expedia, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C. and Travelnow. Com, Incorporated. Date of service:</p>

DATE	PROCEEDINGS
	<p>12/09/2019 via email - Attorney for Appellants: Cruciani, Fowler, Priest, Wolens; Attorney for Appellees: Herrington, Horth-Neubert, McGahey, Peterson, Rossman, Russell, Seibel, Sloan, Stagner, Strieber, Warden [19-50701] (Thomas M. Peterson) [Entered: 12/09/2019 09:27 PM]</p>
1/13/2020	<p>APPELLANT'S REPLY BRIEF FILED # of Copies Provided: 0 Reply Brief deadline satisfied. Paper Copies of Brief due on 01/21/2020 for Appellant City of San Antonio, Texas. [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'S REPLY BRIEF FILED by City of San Antonio, Texas. Date of service: 01/13/2020 via email - Attorney for Appellants: Cruciani, Fowler, Priest, Wolens; Attorney for Appellees: Herrington, Horth-Neubert, McGahey, Peterson, Seibel, Stagner, Strieber [19-50701] (Gary Cruciani) [Entered: 01/13/2020 03:06 PM]</p>
05/11/2020	<p>PUBLISHED OPINION FILED. [19-50701 Affirmed] Judge: LHS, Judge: GJC, Judge: SKD Mandate issue date is 06/02/2020 [19-50701] (LLL) [Entered: 05/11/2020 09:16 AM]</p>
05/11/2020	<p>JUDGMENT ENTERED AND FILED.</p>

DATE	PROCEEDINGS
	Costs Taxed Against: Appellant. [19-50701] (LLL) [Entered: 05/11/2020 09:20 AM]
	* * * * *
06/09/2020	<p>PETITION filed by Appellant City of San Antonio, Texas for rehearing en banc [9330625-2] Number of Copies:0. Mandate issue date canceled. [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: PETITION filed by Appellant City of San Antonio, Texas for rehearing en banc [9330625-2]. Date of Service: 06/09/2020 via email - Attorney for Appellants: Cruciani, Fowler, Geysler, Priest, Wolens; Attorney for Appellees: Herrington, McGahey, Peterson, Seibel, Stagner, Strieber [19-50701] (Daniel Luke Geysler) [Entered: 06/09/2020 12:08 PM]</p>
06/09/2020	<p>COURT DIRECTIVE ISSUED requesting a response to the Petition for rehearing en banc filed by Appellant City of San Antonio, Texas in 19-50701 [9330625-2] Response/Opposition due on 06/15/2020. [19-50701] (RAJ) [Entered: 06/09/2020 02:56 PM]</p>
	* * * * *
06/15/2020	<p>RESPONSE/OPPOSITION filed by Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59. Com, L.L.C., Travelnow.Com, Incorporated,</p>

DATE	PROCEEDINGS
	<p>Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated [9334416-1] to the Court Order Court directive requesting a response [9330850-2]Response/Opposition deadline satisfied. [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows:</p> <p>RESPONSE/OPPOSITION filed by Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59. Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated [9334416-1] to the Petition for rehearing en banc filed by Appellant City of San Antonio, Texas in 19-50701 [9330625-2] [19-50701]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RESPONSE/ OPPOSITION filed by Hotels.Com, L.P., Hotwire, Incorporated, Trip Network, Incorporated, Expedia, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Travelnow.Com, Incorporated, Travelweb, L.L.C., Priceline.Com, Incorporated, Travelocity.Com, L.P. and Site59.Com, L.L.C. [9334416-1] to the Petition filed by Appellants City of San Antonio, Texas and City of San Antonio, Texas [9330625-2], Court Order [9330850-2] Date of Service:</p>

DATE	PROCEEDINGS
	06/15/2020 via email - Attorney for Appellants: Cruciani, Fowler, Geysler, Priest, Wolens; Attorney for Appellees: Herrington, McGahey, Peterson, Seibel, Stagner, Strieber. [19-50701] (Thomas M. Peterson) [Entered: 06/15/2020 04:35 PM]
	* * * * *
07/06/2020	COURT ORDER denying Petition for rehearing en banc filed by Appellant City of San Antonio, Texas [9330625-2] With Poll. Mandate issue date is 07/14/2020 [19-50701] (RAJ) [Entered: 07/06/2020 10:33 AM]
07/13/2020	OPPOSED MOTION filed by Appellant City of San Antonio, Texas to stay issuance of the mandate [9354170-2] Mandate issue date canceled. [19-50701]
	REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: OPPOSED MOTION filed by Appellant City of San Antonio, Texas to stay issuance of the mandate [9354170-2]. Date of service: 07/13/2020 via email - Attorney for Appellants: Cruciani, Fowler, Geysler, Priest, Wolens; Attorney for Appellees: Herrington, McGahey, Peterson, Seibel, Stagner, Strieber [19-50701] (Daniel Luke Geysler) [Entered: 07/13/2020 03:58 PM]
07/23/2020	RESPONSE/OPPOSITION filed by Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com,

DATE	PROCEEDINGS
	L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated [9362298-1] to the Motion filed by Appellants City of San Antonio, Texas and City of San Antonio, Texas [9354170-2] Date of Service: 07/23/2020 via email - Attorney for Appellants: Cruciani, Fowler, Geysler, Priest, Wolens; Attorney for Appellees: Herrington, McGahey, Peterson, Seibel, Stagner, Strieber. [19- 50701] (Thomas M. Peterson) [Entered: 07/23/2020 05:12 PM]
07/24/2020	COURT ORDER denying Motion to stay issuance of the mandate filed by Appellant City of San Antonio, Texas [9354170-2] Mandate issue date is 08/03/2020 [19-50701] (RAJ) [Entered: 07/24/2020 02:38 PM]
08/03/2020	MANDATE ISSUED. Mandate issue date satisfied. [19-50701] (RAJ) [Entered: 08/03/2020 10:12 AM]
09/17/2020	SUPREME COURT NOTICE that petition for writ of certiorari [9402115-2] was filed by Appellant City of San Antonio, Texas on 09/10/2020. Supreme Court Number: 20-334. [19-50701] (SMC) [Entered: 09/17/2020 12:02 PM]
01/12/2021	SUPREME COURT ORDER received granting petition for writ of certiorari filed by Appellant City of San Antonio, Texas in 19-50701 on 01/08/2021. [9480399-1] [19-50701] (SMC) [Entered: 01/12/2021 12:40 PM]

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

Court of Appeals Docket #: 16-50479

CITY OF SAN ANTONIO, TEXAS,

v.

HOTELS.COM, L.P.

RELEVANT DOCKET ENTRIES

DATE	PROCEEDINGS
05/10/2016	PRIVATE CIVIL DIVERSITY CASE docketed. NOA filed by Appellants Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated [16-50479] (RSM) [Entered: 05/10/2016 09:57 AM]
	* * * * *
05/20/2016	ATTORNEY TRANSCRIPT ORDER form filed by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline. Com, Incorporated, Site59.Com, L.L.C.,

DATE	PROCEEDINGS
	<p>Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated for the Court to process. Date of service: 05/20/2016 viaemail - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Keltner, Montgomery, Stagner; Attorney forAppellee Cross-Appellant: Rich. [16-50479] (David E. Keltner) [Entered: 05/20/2016 02:10 PM]</p>
	* * * * *
05/31/2016	<p>TRANSCRIPT ORDER received from Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com,L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com,Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C.and Trip Network, Incorporated. DETAILS: Transcript Order: Court Reporter: Maurice West, Proceeding Type and Date: Class Certification Hearing 03/16/2007 , Evidentiary Hearing 05/16/2007 , Evidentiary Hearing 05/17/2007 , Motion Hearing 04/28/2009 , Hearing 08/07/2009 , Pre-Trial Conference 09/23/2009, Pre-Trial Conference 10/01/2009 , Jury Selection 10/05/2009 , Jury Trial 10/06/2009 , Jury Trial10/07/2009 - 10/09/2009, Jury Trial 10/13/2009 - 10/15/2009, Jury Trial 10/16/2009 - 10/16/2009, JuryTrial</p>

DATE	PROCEEDINGS
	<p>10/19/2009 - 10/20/2009, Jury Trial 10/21/2009 - 10/23/2009, Jury Trial 10/26/2009 - 10/27/2009, Status Conference 10/28/2009 , Jury Trial 10/29/2009 - 10/30/2009, Motion Hearing 06/24/2010 , Hearing 07/06/2011 , Status Conference 05/03/2012. Transcript Order ddl satisfied. Ct. Reporter Acknowledgmentdue on 06/15/2016 for Maurice West, Court Reporter. Electronic Filing Processed: [8208147-2] [16-50479](RSM) [Entered: 05/31/2016 12:21 PM]</p>
09/13/2016	<p>* * * * *</p> <p>TRANSCRIPT FILED IN DISTRICT COURT Transcript Order: Court Reporter: Chris Poage Transcriptdeadline satisfied. Court Reporter Discount Date canceled [16- 50479] (MBC) [Entered: 09/13/2016 03:03PM]</p>
11/17/2016	<p>* * * * *</p> <p>UNOPPOSED MOTION filed by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59. Com, L.L.C., Travelnow.Com, Incorpo- rated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated to file brief in excess of the word count</p>

DATE	PROCEEDINGS
11/23/2016	<p>limitation but not to exceed 19,500 words[8360083-2]. Date of service: 11/17/2016 via email - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (David E. Keltner) [Entered: 11/17/2016 03:01 PM]</p> <p>COURT ORDER granting motion to file brief in excess of word count not to exceed 19,500 words filed byAppellants Cross-Appellees Travelnow.Com, Incorporated, Travelocity.Com, L.P., Priceline.Com, Incorporated, Site59.Com, L.L.C., Internetnetwork Publishing Corporation, Travelweb, L.L.C., Expedia, Incorporated, Trip Network, Incorporated, Orbitz, L.L.C., Hotels.Com, L.P. and Hotwire, Incorporated[8360083-2] Judge(s): JEG. [16-50479] (SDH) [Entered: 11/23/2016 01:37 PM]</p>
11/28/2016	<p>APPELLANT'S BRIEF FILED # of Copies Provided: 0 A/Pet's Brief deadline satisfied. XA/Pet's Brief due on 12/28/2016 for Appellee Cross-Appellant City of SanAntonio, Texas.. Paper Copies of Brief due on 12/07/2016 for Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation,</p>

DATE	PROCEEDINGS
11/28/2016	<p>Orbitz, L.L.C., Priceline.Com, Incorporated, Site59. Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P.,Travelweb, L.L.C. and Trip Network, Incorporated. [16-50479] REVIEWED AND/OR EDITED - The originaltext prior to review appeared as follows: APPELLANT'S BRIEF FILED by Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated. Date of service: 11/28/2016 via email - Attorney forAppellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (David E. Keltner) [Entered: 11/28/2016 05:42 PM]</p> <p>RECORD EXCERPTS FILED. # of Copies Provided: 0 Paper Copies of Record Excerpts due on12/12/2016 for Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire,Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com,</p>

DATE	PROCEEDINGS
	<p>Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated. [16-50479]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RECORDEXCERPTS FILED by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated. Date of service: 11/28/2016 via email - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (David E. Keltner) [Entered: 11/28/2016 06:21 PM]</p>
01/17/2017	<p style="text-align: center;">* * * * *</p> <p>UNOPPOSED MOTION filed by Appellee Cross-Appellant City of San Antonio, Texas to file brief in excess of the word count limitation but not to exceed 22,000 words [8403202-2]. Date of service: 01/17/2017 via email - Attorney for Appellants Cross-Appell-ees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel,</p>

DATE	PROCEEDINGS
01/18/2017	<p>Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (Gary Cruciani) [Entered: 01/17/2017 11:49 PM]</p> <p>CLERK ORDER granting motion to file brief in excess of word count filed by Appellee Cross-Appellant City of San Antonio, Texas [8403202-2] [16-50479] Not to exceed 22,000 words. (MBC) [Entered:01/18/2017 12:14 PM]</p>
01/27/2017	<p>SUFFICIENT CROSS APPELLANT'S BRIEF FILED # of Copies Provided: 0 Sufficient Brief deadline satisfied. Paper Copies of Brief due on 02/06/2017 for Appellee Cross-Appellant City of San Antonio, Texas. [16-50479]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: CROSSAPPELLANT'S BRIEF FILED Brief NOT Sufficient as it requires the statement of issues to be doublespaced. Instructions to Attorney: PLEASE READ THE ATTACHED NOTICE FOR INSTRUCTIONS ON HOW TO REMEDY THE DEFAULT. # of Copies Provided: 0 XA/Pet Brief deadline satisfied. XE/Res's Brief due on 02/27/2017 for Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated,</p>

DATE	PROCEEDINGS
01/27/2017	<p>Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated. Sufficient Brief due on 02/13/2017 for Appellee Cross-Appellant City of SanAntonio, Texas. [16-50479] REVIEWED AND/OR EDITED - The original text prior to review appeared asfollows: CROSS APPELLANT'S BRIEF FILED by City of San Antonio, Texas. Date of service: 01/27/2017via email - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (Gary Cruciani) [Entered: 01/27/2017 09:36 PM]</p> <p>RECORD EXCERPTS FILED. # of Copies Provided: 0 Paper Copies of Record Excerpts due on 02/06/2017 for Appellee Cross-Appellant City of San Antonio, Texas. [16-50479] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: RECORD EXCERPTS FILED by Appellee Cross-Appellant City of San Antonio, Texas. Date of service: 01/27/2017 via email - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich,</p>

DATE	PROCEEDINGS
01/31/2017	<p>Sims, Snider, Wolens [16-50479](Gary Cruciani) [Entered: 01/27/2017 09:41 PM]</p> <p>PROPOSED SUFFICIENT BRIEF filed by Appellee Cross-Appellant City of San Antonio, Texas in 16-50479 [8412053-2] Date of service: 01/31/2017 via email - Attorney for Appellants Cross-Appellees: Auld,Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for AppelleesCross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (Gary Cruciani) [Entered:01/31/2017 01:37 PM]</p>
* * * * *	
03/17/2017	<p>UNOPPOSED MOTION filed by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated to file brief in excess of the word count limitation but not to exceed 17,500 words[8451109-2]. Date of service: 03/17/2017 via email - Attorney for Appellants Cross-Appell-ees: Auld,Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for AppelleesCross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (David E.</p>

DATE	PROCEEDINGS
03/21/2017	<p>Keltner) [Entered:03/17/2017 05:45 PM]</p> <p>CLERK ORDER granting motion to file brief in excess of word count not to exceed 17500 words filed byAppellants Cross-Appellees Travelnow.Com, Incorporated, Travelocity.Com, L.P., Priceline.Com, Incorporated, Site59. Com, L.L.C., Internetwork Publishing Corporation, Travelweb, L.L.C., Expedia,Incorporated, Trip Network, Incorporated, Orbitz, L.L.C., Hotels.Com, L.P. and Hotwire, Incorporated[8451109-2] [16-50479] (MBC) [Entered: 03/21/2017 03:28 PM]</p>
03/29/2017	<p>CROSS APPELLEE 'S BRIEF FILED # of Copies Provided: 0 XE/Res Brief deadline satisfied. XA/Pet's Reply Brief due on 04/12/2017 forAppellee Cross-Appellant City of San Antonio, Texas. Paper Copies of Brief due on 04/10/2017 forAppellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, InternetworkPublishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated. [16-50479]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'SREPLY BRIEF FILED by Expedia, Incorporated,</p>

DATE	PROCEEDINGS
	<p>Hotels.Com, L.P., Hotwire, Incorporated, Internet Publishing Corporation, Orbitz, L.L.C., Priceline. Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated. Date of service: 03/29/2017 via email - Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (David E. Keltner) [Entered: 03/29/2017 02:11 PM]</p> <p style="text-align: center;">* * * * *</p>
04/26/2017	<p>CROSS APPELLANT'S REPLY BRIEF FILED # of Copies Provided: 0 XA/Pet Reply Brief deadlinesatisfied. Paper Copies of Brief due on 05/02/2017 for Appellee Cross-Appellant City of San Antonio, Texas. [16-50479]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: CROSSAPPELLANT'S REPLY BRIEF FILED by City of San Antonio, Texas Date of service: 04/26/2017 via email- Attorney for Appellants Cross-Appellees: Auld, Cedillo, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Rich, Sims, Snider, Wolens [16-50479] (Gary</p>

DATE	PROCEEDINGS
	Cruciani) [Entered: 04/26/2017 06:00 PM]
	* * * * *
09/18/2017	<p>COURT DIRECTIVE ISSUED to file supplemental letter briefs addressing whether it would be appropriate for this court to certify questions to the Supreme Court of Texas. [8593009-2] Supplemental Briefs Included? No A/Pet Supplemental Brief due on 09/21/2017 for Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59. Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated.. E/Res Supplemental Brief due on 09/21/2017 for Appellee Cross-Appellant City of San Antonio, Texas.. [16-50479] (SDH) [Entered: 09/18/2017 12:55 PM]</p>
09/21/2017	<p>APPELLANT'S SUPPLEMENTAL LETTER BRIEF FILED . # of Copies Provided: 0 A/Pet's Supplemental Brief deadline satisfied [16-50479] REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: APPELLANT'S SUPPLEMENTAL BRIEF FILED by Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.</p>

DATE	PROCEEDINGS
09/21/2017	<p>Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P.,Travelweb, L.L.C. and Trip Network, Incorporated. Date of service: 09/21/2017 via email - Attorney forAppellants Cross-Appellees: Auld, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner;Attorney for Appellees Cross-Appellants: Cruciani, Klein, Sims, Snider, Wolens [16-50479] (David E.Keltner) [Entered: 09/21/2017 05:00 PM]</p> <p>APPELLEE'S SUPPLEMENTAL LETTER BRIEF FILED # of Copies Provided: 0 E/Res's SupplementalBrief deadline satisfied [16-50479] REVIEWED AND/OR EDITED - The original text prior to reviewappeared as follows: APPELLEE'S SUPPLEMENTAL BRIEF FILED by City of San Antonio, Texas Date ofservice: 09/21/2017 via email - Attorney for Appellants Cross-Appellees: Auld, Horth-Neubert, Keltner,McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein,Sims, Snider, Wolens [16-50479] (Gary Cruciani) [Entered: 09/21/2017 05:56 PM]</p>
09/26/2017	<p>ORAL ARGUMENT HEARD before Judges Barksdale, Dennis, Clement. Arguing Person InformationUpdated for: Gary Cruciani arguing for Appellee Cross-Appellant Texas City of San Antonio; ArguingPerson Information</p>

DATE	PROCEEDINGS
11/29/2017	<p>Updated for: David E. Keltner arguing for Appellant Cross-Appellee Incorporated Expedia, Appellant Cross-Appellee L.P. Hotels.Com, Appellant Cross-Appellee Incorporated Hotwire, Appellant Cross-Appellee Internetnetwork Publishing Corporation, Appellant Cross-Appellee L.L.C. Orbitz, Appellant Cross-Appellee Incorporated Priceline.Com, Appellant Cross-Appellee L.L.C. Site59.Com, Appellant Cross-Appellee Incorporated Travelnow.Com, Appellant Cross-Appellee L.P. Travelocity.Com, Appellant Cross-Appellee L.L.C. Travelweb [16-50479] (SME) [Entered: 09/26/2017 11:28 AM]</p> <p>SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetnetwork Publishing Corporation, Orbitz, L.L.C., Priceline. Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and Trip Network, Incorporated Date of Service: 11/29/2017 via email - Attorney for Appellants Cross-Appell-ees: Auld, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Sims, Snider, Wolens [16-50479] (David E.Keltner)</p>

DATE	PROCEEDINGS
	[Entered: 11/29/2017 12:19 PM]
11/29/2017	PUBLISHED OPINION FILED. [16-50479 Vacated and Rendered] Judge: RHB, Judge: JLD, Judge: EBC. Mandate issue date is 12/21/2017 [16-50479] (EAB) [Entered: 11/29/2017 01:54 PM]
11/29/2017	JUDGMENT ENTERED AND FILED. [16-50479] (EAB) [Entered: 11/29/2017 02:07 PM]
11/29/2017	COSTS TAXED AGAINST: Appellee [16-50479] (EAB) [Entered: 11/29/2017 02:48 PM]
	* * * * *
12/13/2017	BILL OF COSTS filed by Appellants Cross-Appellees Expedia, Incorporated, Hotels.Com, L.P., Hotwire, Incorporated, Internetwork Publishing Corporation, Orbitz, L.L.C., Priceline.Com, Incorporated, Site59.Com, L.L.C., Travelnow.Com, Incorporated, Travelocity.Com, L.P., Travelweb, L.L.C. and TripNetwork, Incorporated. [16-50479] (David E. Keltner) [Entered: 12/13/2017 12:42 PM]
12/27/2017	PETITION for rehearing [8667737-3] Number of Copies: 0. Mandate issue date canceled. SufficientRehearing due on 01/08/2018 for Appellee Cross-Appellant City of San Antonio, Texas, for rehearing enbanc [8667737-2] Number of Copies:0. Mandate issue date canceled. Sufficient Rehearing due on01/08/2018 for Appellee

DATE	PROCEEDINGS
	<p>Cross-Appellant City of San Antonio, Texas. Date of Service: 12/27/2017 Document is insufficient for the following reasons: The rehearing is required to be filed separate from rehearing en banc also the rehearing en banc should include the opinion at the end. [16-50479]</p> <p>REVIEWED AND/OR EDITED - The original text prior to review appeared as follows: PETITION filed by Appellee Cross-Appellant City of San Antonio, Texas Petition for Panel Rehearing and for rehearing en banc [8667737-2]. Date of Service: 12/27/2017 via email - Attorney for Appellants Cross-Appellees: Auld, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Sims, Snider, Wolens [16-50479] (Gary Cruciani) [Entered: 12/27/2017 11:41PM]</p>
12/27/2017	<p>PETITION filed by Appellee Cross-Appellant City of San Antonio, Texas for rehearing en banc [8674443-2] Number of Copies: 0. Sufficient Rehearing due deadline satisfied. Paper Copies of Rehearing due on 01/16/2018 for Appellee Cross-Appellant City of San Antonio, Texas.. Date of Service: 01/03/2018 [16-50479] (SDH) [Entered: 01/08/2018 02:02 PM]</p>

* * * * *

DATE	PROCEEDINGS
01/03/2018	MOTION by Texas Municipal League to file amicus brief [8671556-2] Date of service: 01/03/2018 viaemail - Attorney for Appellants Cross-Appellees: Auld, Horth-Neubert, Keltner, McGahey, Montgomery, Seibel, Sloan, Stagner; Attorney for Appellees Cross-Appellants: Cruciani, Klein, Sims, Wolens [16-50479](Scott N. Houston) [Entered: 01/03/2018 05:29 PM]
01/12/2018	COURT ORDER granting Motion to file amicus brief [8671556-2] filed by Texas Municipal League in 16-50479 Judge(s): RHB. [16-50479] (RSM) [Entered: 01/12/2018 02:07 PM]
	* * * * *
01/12/2018	AMICUS CURIAE BRIEF FILED by Texas Municipal League. Consent is Not Necessary as a Motion has been Granted. Brief NOT Sufficient as it requires an Appearance Form from counsel signing the brief (Houston). Instructions to Attorney: PLEASE READ THE ATTACHED NOTICE FOR INSTRUCTIONS ON HOW TO REMEDY THE DEFAULT. # of Copies Provided: 0 Sufficient Brief due on 01/26/2018 for Amicus Curiae Texas Municipal League.. Paper Copies of Brief due on 01/17/2018 for Amicus Curiae Texas Municipal League. [16-50479] (RSM) [Entered:

DATE	PROCEEDINGS
	01/12/2018 02:19PM]
	* * * * *
02/06/2018	COURT ORDER denying Petition for rehearing filed by Appellee Cross-Appellant City of San Antonio, Texas [8667737-3] Mandate issue date is 02/14/2018; denying Petition for rehearing en banc filed by Appellee Cross-Appellant City of San Antonio, Texas [8674443-2] Without Poll. [16-50479] (MVM)[Entered: 02/06/2018 04:10 PM]
02/14/2018	MANDATE ISSUED. Mandate issue date satisfied. The Bill of Costs is issued with the mandate. [16-50479] (NFD) [Entered: 02/14/2018 07:55 AM]

U.S. DISTRICT COURT [LIVE]
WESTERN DISTRICT OF TEXAS (SAN ANTONIO)

CIVIL DOCKET FOR CASE #: 5:06-cv-00381 -OLG

CITY OF SAN ANTONIO, TEXAS,

v.

HOTELS.COM, L.P. *et al*

RELEVANT DOCKET ENTRIES

DATE	NO.	PROCEEDINGS
05/08/2006	1	COMPLAINT and Jury Demand (Filing fee \$ 350 receipt number 201042), filed by City of San Antonio, Texas.(pjr,) Modified on 5/9/2006 (pjr,)to text in jury demand. (Entered: 05/09/2006)
		* * * * *
10/31/2006	74	FIRST AMENDED COMPLAINT against Hotwire, Inc., Cheap Tickets, Inc., Expedia, Inc., Internetwork Publishing Corp, Lowest Fare.Com, Inc., Manupintour Holding, LLC, Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Travelnow.Com, Inc., Hotels.Com, L.P., Hotels.Com GP, LLC amending 1 Complaint., filed by City of San Antonio, Texas.(rg1,) (Entered: 10/31/2006)

DATE	NO.	PROCEEDINGS
		* * * * *
05/27/2008	248	ORDER GRANTING 45 Motion to Certify Class; GRANTING 88 Motion to Certify Class. Signed by Judge Orlando L. Garcia. (rf) (ep,). Modified on 6/10/2008 to unseal order per order of 6/9/08(ep,). Modified on 6/11/2008 to correct access restriction (rg1,). (Entered: 05/27/2008)
		* * * * *
05/27/2008	250	ORDER granting 45 MOTION to Certify Class filed by City of San Antonio, Texas, granting 88 Supplemental MOTION to Certify Class filed by City of San Antonio, Texas. Signed by Judge Orlando L. Garcia. (rf) (Entered: 05/27/2008)
		* * * * *
08/13/2008	273	SUPPLEMENT to 74 Amended Complaint, by City of San Antonio, Texas. (Cruciani, Gary) (Entered: 08/13/2008)
		* * * * *
10/26/2009	968	Minute Entry for proceedings held before Judge Orlando L. Garcia: Jury Trial held on 10/26/2009. Trial continued to 10/27/09 at 8:30am. (Minute entry documents are not available electronically.). (Court Reporter Maurice West.)(ga) (Entered: 10/27/2009)

DATE	NO.	PROCEEDINGS
		* * * * *
10/27/2009	973	MOTION for Judgment as a Matter of Law Rule 50(a) by Hotwire, Inc., Trip Network, Inc., Expedia, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelocity.Com, LP, Travelweb, LLC, Travelnow.Com, Inc., Hotels.Com, L.P.. (Attachments: # 1 Proposed Order) (Kiehne, Mark) (Entered: 10/27/2009)
10/27/2009	974	MOTION for Judgment as a Matter of Law on Plaintiffs' Conversion Claim and Request for Punitive Damages by Trip Network, Inc., Internetwork Publishing Corp, Orbitz, LLC. (Attachments: # 1 Proposed Order)(Kiehne, Mark) (Entered: 10/27/2009)
10/27/2009	975	MOTION for Judgment as a Matter of Law on Plaintiffs' Claims for Conversion and Punitive Damages by Priceline.Com., Inc., Travelweb, LLC. (Attachments: # 1 Proposed Order)(Kiehne, Mark) (Entered: 10/27/2009)
10/27/2009	976	MOTION for Judgment as a Matter of Law by City of San Antonio, Texas. (Attachments: # 1 Proposed Order)(Cruciani, Gary) (Entered: 10/27/2009)

DATE	NO.	PROCEEDINGS
		* * * * *
10/27/2009	987	Minute Entry for proceedings held before Judge Orlando L. Garcia: Jury Trial held on 10/27/2009. Trial continued to Thursday 10/29/09 at 8:30AM. (Minute entry documents are not available electronically.) (Court Reporter Maurice West.) (ga) (Entered: 10/29/2009)
		* * * * *
10/29/2009	992	Minute Entry for proceedings held before Judge Orlando L. Garcia: Jury Trial held on 10/29/2009. Jury retires to deliberate. Trial continued to 10/30/09 at 9:00am. (Minute entry documents are not available electronically.) (Court Reporter Maurice West.)(ga) (Entered: 10/30/2009)
		* * * * *
10/29/2009	995	Jury Charge. (ga) (Entered: 10/30/2009)
		* * * * *
10/30/2009	1002	JURY VERDICT (Redacted Version) filed. Unredacted Jury Verdict Sealed pursuant to E-Government Act of 2002.(ga) (Entered: 10/30/2009)
		* * * * *

DATE	NO.	PROCEEDINGS
02/08/2010	1022	BRIEF by Hotwire, Inc., Trip Network, Inc., Expedia, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelocity.Com, LP, Travelweb, LLC, Travelnow.Com, Inc., Hotels.Com, L.P. Defendants' Amended Proposed Findings of Fact and Conclusions of Law and Notice of Newly Decided Authority. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C)(Strieber, Leslie) (Entered: 02/08/2010) * * * * *
02/09/2010	1024	BRIEF by City of San Antonio, Texas Proposed Findings of Fact and Conclusions of Law. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Cruciani, Gary) (Entered: 02/09/2010) * * * * *
03/01/2010	1032	Proposed Findings of Fact by City of San Antonio, Texas REDACTED. (Cruciani, Gary) (Entered: 03/01/2010) * * * * *
07/01/2011	1096	FINDINGS OF FACT AND CONCLUSIONS OF LAW. Signed by Judge Orlando L. Garcia. (Attach-

DATE	NO.	PROCEEDINGS
		ments: # 1 Exhibit A)(ga) (Entered: 07/01/2011) * * * * *
11/15/2011	1111	MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Proposed Order) (Kiehne, Mark) (Entered: 11/15/2011) * * * * *
12/12/2011	1118	Response in Opposition to Motion, filed by City of San Antonio, Texas, re 1111 MOTION to Amend/ Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc.,

DATE	NO.	PROCEEDINGS
12/13/2011	1119	<p>Defendant Priceline.Com., Inc., Defendant Travelocity.Com, Inc., Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels.Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetnetwork Publishing Corp (Attachments: # 1 Affidavit Declaration of Ronald E. Cook, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Exhibit F, # 8 Exhibit G, # 9 Exhibit I, # 10 Exhibit J, # 11 Exhibit K, # 12 Affidavit Declaration of Gary Cruciani, # 13 Exhibit A to Cruciani Declaration)(Cruciani, Gary) (Entered: 12/13/2011)</p> <p>RESPONSE in Support, filed by City of San Antonio, Texas, re 1111 MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Travelocity.Com, Inc.,</p>

DATE	NO.	PROCEEDINGS
		Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels. Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetwork Publishing Corp CORRECTED (Cruciani, Gary) (Entered: 12/13/2011)
		* * * * *
01/03/2012	1122	REPLY to Response to Motion, filed by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetwork Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc., re 1111 MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/ Correct 1096 Findings of Fact & Conclusions of Law filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Travelocity.Com, Inc.,

DATE	NO.	PROCEEDINGS
		Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59. Com, LLC, Defendant Hotels.Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetnetwork Publishing Corp (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7)(Kiehne, Mark) (Entered: 01/03/2012)
		* * * * *
05/16/2012	1131	BRIEF regarding 1111 MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Lowest Fare. Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59. Com, LLC, Travelnow.Com, Inc., Travelocity.Com, Inc., Travelocity. Com, LP, Travelweb, LLC, Trip Network, Inc. SUPPLEMENTAL BRIEF IN SUPPORT OF RULE 52(B) MOTION TO AMEND

DATE	NO.	PROCEEDINGS
		FINDINGS OF FACT AND CONCLUSIONS OF LAW IN LIGHT OF TEXAS APPELLATE COURT DECISION. (Attachments: # 1 Exhibit, # 2 Exhibit)(Kiehne, Mark) (Entered: 05/16/2012)
05/16/2012	1132	SUPPLEMENT to 1118 Response to Motion to Amend 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law by City of San Antonio, Texas. (Attachments: # 1 Exhibit A)(Cruciani, Gary) Modified on 5/17/2012, to link to doc #1118 per counsel's request (rf). (Entered: 05/16/2012) * * * * *
01/16/2013	1141	ORDER DENYING 1111 Motion to Amend. Signed by Judge Orlando L. Garcia. (rf) (Entered: 01/16/2013) * * * * *
01/29/2013	1144	AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW ON "SERVICE FEE" ISSUE. Signed by Judge Orlando L. Garcia. (rf) (Entered: 01/29/2013) * * * * *
02/22/2013	1148	ORDER re 974 MOTION for

DATE	NO.	PROCEEDINGS
04/04/2013	1155	<p>Judgment as a Matter of Law on Plaintiffs' Conversion Claim and Request for Punitive Damages filed by Trip Network, Inc., Orbitz, LLC, Internetwork Publishing Corp, 973 MOTION for Judgment as a Matter of Law Rule 50(a) filed by Travelocity.Com, LP, Travelweb, LLC, Travelnow.Com, Inc., Priceline.Com., Inc., Hotwire, Inc., Site59.Com, LLC, Hotels.Com, L.P., Expedia, Inc., Trip Network, Inc., Orbitz, LLC, Internetwork Publishing Corp, 975 MOTION for Judgment as a Matter of Law on Plaintiffs' Claims for Conversion and Punitive Damages filed by Travelweb, LLC, Priceline.Com., Inc., 1021 MOTION to Amend Post Verdict Deadlines re 1016 Order filed by City of San Antonio, Texas, 976 MOTION for Judgment as a Matter of Law filed by City of San Antonio, Texas, 798 Sealed Motion filed by City of San Antonio, Texas, 660 Sealed Motion, Sealed Document filed by City of San Antonio, Texas. Signed by</p> <p>Judge Orlando L. Garcia. (rf) (Entered: 02/25/2013)</p> <p>* * * * *</p> <p>FINAL JUDGMENT in favor of</p>

DATE	NO.	PROCEEDINGS
		<p>Plaintiffs against Defendants. (1) IT IS ORDERED, Adjudged, and Decreed that the Cities take nothing in this lawsuit for their claims of conversion. (2)IT IS FURTHER ORDERED, Adjudged, and Decreed that the Cities shall recover from the Defendants the total amounts (as listed in this Final Judgment), calculated by adding the damages determined by the jury, the post-verdict damages in the amounts agreed by the parties, and the amounts of penalties and interest on the damages, as agreed by the parties. (3)IT IS FURTHER ORDERED, Adjudged and Decreed that, out of the amounts above, the Cities shall recover, individually, from Defendants the amounts appearing on Exhibit B, which amounts represent the total of each City's past damages at the time of verdict, post-verdict damages in the amount of accrued unpaid taxes to the time of judgment, and penalties and interest as provided herein. (4) IT IS FURTHER ORDERED, Adjudged and Decreed as a Declaratory Judgmentthat, under the Cities' ordinances, each Defendant is required to calculate, collect, remit, and report to the Cities occupancy taxes on the total retail</p>

DATE	NO.	PROCEEDINGS
04/12/2013	1156	<p>amount charged to its customers, including mark-up/margin, breakage, extra person fees, and service fees, as provided herein and in the Court's Findings of Fact and Conclusions of Law, as amended; and the Defendants are hereby directed by the Court to do so on an ongoing basis from the date of this Final Judgment. (5) IT IS FURTHER ORDERED, Adjudged and Decreed that costs shall be taxed against Defendants pursuant to 28 U.S.C. § 1920 and FED. R. CIV. P. 54(d)(1). (6) IT IS FURTHER ORDERED, Adjudged and Decreed that Plaintiffs are awarded post-judgment interest on the amounts awarded herein, pursuant to 28 U.S.C. § 1961. Within 14 days after the Court has entered an order(s) disposing of all post-judgment motions, any motions for attorneys' fees and related nontaxable expenses may be filed pursuant to FED. R. Civ. P. 54(d)(2) and any other applicable rule or law. (All Exhibits referenced in this Final Judgment are filed in U.S. District Clerk's Office File Room - too voluminous to scan with docketed entry) Signed by Judge Orlando L. Garcia. (kh) (Entered: 04/04/2013)</p> <p>Agreed MOTION to Stay Execution</p>

DATE	NO.	PROCEEDINGS
		of Final Judgment by Expedia, Inc., Hotels.Com GP, LLC, Hotels. Com, L.P., Hotwire, Inc., Internet-work Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59. Com, LLC, Travelnow.Com, Inc., Travelocity.Com, Inc., Travelocity. Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Proposed Order)(Kiehne, Mark) (Entered: 04/12/2013)
04/12/2013	1157	ORDER APPROVING SUPERSEDEAS BONDS GRANTING 1156 Agreed MOTION to Stay. Signed by Judge Orlando L. Garcia. (rf) (Entered: 04/12/2013)
04/16/2013	1158	NOTICE of Filing Supersedeas Bond by Hotwire, Inc. (rf) (Entered: 04/16/2013)
04/16/2013	1159	NOTICE of Filing Supersedeas Bond by Expedia, Inc. (rf) (Entered: 04/16/2013)
04/16/2013	1160	NOTICE of Filing Supersedeas Bond by Hotels.Com, L.P. (rf) (Entered: 04/16/2013)
04/17/2013	1161	NOTICE of Filing Supersedeas Bond by Internetwork Publishing Corp, Orbitz, LLC, Trip Network, Inc. (rf) (Entered: 04/18/2013)
04/18/2013	1162	NOTICE of Filing Supersedeas Bond by Priceline.Com., Inc.,

DATE	NO.	PROCEEDINGS
		Travelweb, LLC (Attachments: # 1 Bond)(rf) (Entered: 04/22/2013)
04/23/2013	1163	NOTICE of Filing Supersedeas Bond by Site59.Com, LLC (rf) (Entered: 04/23/2013)
04/23/2013	1164	NOTICE of Filing Supersedeas Bond by Travelocity.Com, LP (rf) (Entered: 04/23/2013)
05/02/2013	1165	MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law by Lowest Fare.Com, Inc., Priceline.Com., Inc., Travelweb, LLC. (Attachments: # 1 Appendix, # 2 Proposed Order)(Strieber, Leslie) (Entered: 05/02/2013)
05/02/2013	1166	RENEWED MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial by Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit A, # 2 Proposed Order)(Strieber, Leslie). Added MOTION for New Trial on 5/3/2013 (rf). (Entered: 05/02/2013)
		* * * * *
05/22/2013	1170	SUPPLEMENT re 1166 MOTION

DATE	NO.	PROCEEDINGS
05/22/2013	1171	<p>for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)(Kiehne, Mark) Modified on 5/22/2013, to edit text (rf). (Entered: 05/22/2013)</p> <p>RESPONSE to Motion, filed by City of San Antonio, Texas, re 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Travelocity.Com, Inc., Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels.Com, L.P., Defendant Trip Network, Inc., Defendant Orbitz, LLC (Cruciani, Gary) (Entered:</p>

DATE	NO.	PROCEEDINGS
		05/22/2013)
05/22/2013	1172	RESPONSE to Motion, filed by City of San Antonio, Texas, re 1165 MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law filed by Defendant Lowest Fare.Com, Inc., Defendant Travelweb, LLC, Defendant Priceline.Com., Inc. (Cruciani, Gary) (Entered: 05/22/2013)
		* * * * *
06/03/2013	1174	RESPONSE in Support, filed by Priceline.Com., Inc., re 1165 MOTION to Amend/Correct 1096 Findings of Fact & Conclusions of Law filed by Defendant Lowest Fare.Com, Inc., Defendant Travelweb, LLC, Defendant Priceline.Com., Inc. PRICELINE'S REPLY IN SUPPORT OF ITS MOTION TO AMEND OR MAKE ADDITIONAL FINDINGS OF FACT (Kiehne, Mark) (Entered: 06/03/2013)
06/03/2013	1175	REPLY to Response to Motion, filed by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc.,

DATE	NO.	PROCEEDINGS
		<p>Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc., re 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com, Inc., Defendant Travelocity.Com, Inc., Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels.Com, L.P., Defendant Trip Network, Inc., Defendant Orbitz, LLC REPLY IN SUPPORT OF DEFENDANTS' RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW AND, ALTERNATIVELY, MOTION FOR NEW TRIAL (Kiehne, Mark) (Entered: 06/03/2013)</p> <p style="text-align: center;">* * * * *</p>
06/03/2013	1177	<p>REPLY to Response to Motion, filed by City of San Antonio, Texas, re 1170 MOTION to supplement re 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP,</p>

DATE	NO.	PROCEEDINGS
		Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Travelocity.Com, Inc., Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels. Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetwork Publishing Corp (Attachments: # 1 Affidavit Donald McCarthy, # 2 Exhibit A, # 3 Exhibit B)(Cruciani, Gary) (Entered: 06/03/2013)
06/12/2013	1178	MOTION for Leave to File COM- BINED SUR-REPLY by Expedia, Inc., Hotels.Com GP, LLC, Hotels. Com, L.P., Hotwire, Inc., Internet- work Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit A, # 2 Proposed Order)(Kiehne, Mark) (Entered: 06/12/2013)
07/16/2013	1179	ORDER GRANTING 1178 Motion for Leave to File Combined Sur- Reply. Signed by Judge Orlando L.

DATE	NO.	PROCEEDINGS
		Garcia. (rf) (Entered: 07/17/2013)
07/16/2013	1180	SUR-REPLY to 1177 Reply to Response to Motion,,, 1170 MOTION to supplement re 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial , 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial by Expedia, Inc., Hotels. Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, Inc., Travelocity. Com, LP, Travelweb, LLC, Trip Network, Inc.. (rf) (Entered: 07/17/2013)
		* * * * *
02/20/2014	1183	ORDER DENYING 1166 Motion for Judgment as a Matter of Law; DENYING 1166 Motion for New Trial. Signed by Judge Orlando L. Garcia. (rf) (Entered: 02/21/2014)
02/20/2014	1184	ORDER DENYING 1165 Motion to Amend. Signed by Judge Orlando L. Garcia. (rf) (Entered: 02/21/2014)
		* * * * *
10/14/2014	1187	NOTICE of Increase Supersedeas Bonds by Expedia, Inc., Hotels.

DATE	NO.	PROCEEDINGS
		Com, L.P., Hotwire, Inc., Internet-work Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59. Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. NOTICE OF INCREASED SUPERSEDEAS BONDS (Kiehne, Mark) Modified on 10/22/2014, to edit text (rf). (Entered: 10/14/2014)
		* * * * *
10/24/2014	1189	NOTICE of Filing Increased Supersedeas Bond by Priceline.Com., Inc., Travelweb, LLC (rf) (Entered: 10/27/2014)
10/24/2014	1190	NOTICE of Filing Increased Supersedeas Bond by Hotels.Com, L.P. (rf) (Entered: 10/27/2014)
10/24/2014	1191	NOTICE of Filing Increased Supersedeas Bond by Hotwire, Inc. (rf) (Entered: 10/27/2014)
10/24/2014	1192	NOTICE of Filing Increased Supersedeas Bond by Expedia, Inc. (rf) (Entered: 10/27/2014)
11/13/2014	1193	NOTICE of Filing Increased Supersedeas Bond by Internet-work Publishing Corp, Orbitz, LLC, Trip Network, Inc. (rf) (Entered: 11/13/2014)
09/18/2015	1194	ORDER re 1167 MOTION to Amend

DATE	NO.	PROCEEDINGS
		Judgment Under Rule 59(e) Regarding Calculation of Penalties, 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial. Signed by Judge Orlando L. Garcia. (rf) (Entered: 09/21/2015)
10/28/2015	1195	AMENDED ORDER; RE: 1167 MOTION to Amend Judgment Under Rule 59(e) Regarding Calculation of Penalties and 1166 MOTION for Judgment as a Matter of Law and, Alternatively, Motion for New Trial MOTION for New Trial. Signed by Judge Orlando L. Garcia. (sf) (Entered: 10/29/2015)
11/09/2015	1197	NOTICE OF FILING INCREASED SUPERSEDEAS BOND by Expedia, Inc. re 1157 Order(rf) (Entered: 11/10/2015)
11/09/2015	1198	NOTICE OF FILING INCREASED SUPERSEDEAS BOND by Hotwire, Inc. re 1157 Order (rf) (Entered: 11/10/2015)
11/09/2015	1199	NOTICE OF FILING INCREASED SUPERSEDEAS BOND by Hotels.Com, L.P. re 1157 Order (rf) (Entered: 11/10/2015)
		* * * * *
01/22/2016	1200	ORDER GRANTING IN PART AND DENYING IN PART [1167,1166,1170] Motion to Amend

DATE	NO.	PROCEEDINGS
		<p>Judgment regarding Calculations, Motion for Judgment as a Matter of Law and alternatively, Motion for New Trial. Signed by Chief Judge Orlando L. Garcia. (sf) (Entered: 01/22/2016)</p> <p>* * * * *</p>
01/29/2016	1202	<p>AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW ON PENALTIES. Signed by Chief Judge Orlando L. Garcia. (rf) (Entered: 01/29/2016)</p> <p>* * * * *</p>
03/24/2016	1216	<p>ORDER In this case, the evidentiary basis for liability and damages was fully ascertained at the time of the original judgment. While Defendants continue to dispute liability, they do not dispute that the amount of delinquent taxes has continued to grow since the date of the original judgment and the increase will be reflected in the amended judgment. The calculation of penalties will also be corrected in the amended judgment. However, the Court's essential findings, and the evidentiary support for such findings, have not changed. Thus, post judgment interest will be applied from the date of the original judgment.. Signed by Chief Judge</p>

DATE	NO.	PROCEEDINGS
		Orlando L. Garcia. (rf) (Entered: 03/24/2016)
03/29/2016	1217	NOTICE JOINT PROPOSED AMENDED FINAL JUDGMENT by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. (Attachments: # 1 Exhibit A, # 2 Exhibit B (filed under seal), # 3 Exhibit C (filed under seal), # 4 Exhibit D)(Kiehne, Mark) (Entered: 03/29/2016)
		* * * * *
04/11/2016	1219	AMENDED FINAL JUDGMENT. Signed by Chief Judge Orlando L. Garcia. (rf) (Additional attachment(s) added on 4/11/2016: # 1 Exhibit A) (rf). Exhibits B & C filed under SEAL (Additional attachment(s) added on 4/11/2016: # 2 Exhibit D) (rf). (Additional attachment(s) added on 4/11/2016: # 3 Exhibit C-1) (rf). (Additional attachment(s) added on 4/11/2016: # 4 Exhibit C-2) (rf). (Additional attachment(s) added on 4/11/2016: # 5 Exhibit C-3) (rf). (Additional attachment(s) added on 4/11/2016: # 6 Exhibit C-4) (rf). (Additional attachment(s) added on 4/11/2016: #

DATE	NO.	PROCEEDINGS
	7	Exhibit C-5) (rf). (Additional attachment(s) added on 4/11/2016: #
	8	Exhibit C-6) (rf). (Additional attachment(s) added on 4/11/2016: #
	9	Exhibit C-7) (rf). (Additional attachment(s) added on 4/11/2016: #
	10	Exhibit C-8) (rf). (Additional attachment(s) added on 4/11/2016: #
	11	Exhibit C-9) (rf). (Additional attachment(s) added on 4/11/2016: #
	12	Exhibit C-10) (rf). (Additional attachment(s) added on 4/11/2016: #
	13	Exhibit C-11) (rf). (Additional attachment(s) added on 4/11/2016: #
	14	Errata C-12) (rf). (Additional attachment(s) added on 4/11/2016: #
	15	Exhibit C-13) (rf). (Additional attachment(s) added on 4/11/2016: #
	16	Exhibit C-14) (rf). (Additional attachment(s) added on 4/11/2016: #
	17	Exhibit B-1) (rf). (Additional attachment(s) added on 4/11/2016: #
	18	Exhibit B-2) (rf). (Additional attachment(s) added on 4/11/2016: #
	19	Exhibit B-3) (rf). (Additional attachment(s) added on 4/11/2016: #
	20	Exhibit B-4) (rf). (Additional attachment(s) added on 4/11/2016: #
	21	Errata B-5) (rf). (Additional attachment(s) added on 4/11/2016: #
	22	Errata B-6) (rf). (Additional attachment(s) added on 4/11/2016: #
	23	Exhibit B-7) (rf). (Additional attachment(s) added on 4/11/2016: #

DATE	NO.	PROCEEDINGS
		24 Exhibit B-8) (rf). Modified on 4/11/2016 (rf). (Additional attachment(s) added on 4/11/2016: # 25 Exhibit B-9) (rf). (Additional attachment(s) added on 4/11/2016: # 26 Exhibit B-10) (rf). (Additional attachment(s) added on 4/11/2016: # 27 Exhibit B-11) (rf). (Additional attachment(s) added on 4/11/2016: # 28 Exhibit B-12) (rf). Modified on 4/11/2016 (rf). (Additional attachment(s) added on 4/11/2016: # 29 Exhibit B-13) (rf). (Additional attachment(s) added on 4/11/2016: # 30 Exhibit B-14) (rf). (Entered: 04/11/2016)
		* * * * *
04/28/2016	1222	ORDER On April 11, 2016, the Court entered an amended judgment that resolves the merits of all claims against all parties in this case. Only attorneys fees, costs, and sealing issues remain forthe Court's consideration.It is therefore ORDERED that this case be administratively closed. The parties may continue to file post judgment motions, responses, and other documents as necessary. The closure is for administrative purposes only. re 1219 Amended Judgment. Signed by Chief Judge Orlando L. Garcia. (rf) (Entered: 04/29/2016)

DATE	NO.	PROCEEDINGS
05/06/2016	1223	Appeal of Final Judgment 1219 by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Filing fee \$ 505 receipt number 0542-8456396) (Kiehne, Mark) (Entered: 05/06/2016)
05/06/2016		NOTICE OF APPEAL following 1223 Notice of Appeal (E-Filed), by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. Filing fee \$ 505, receipt number 0542-8456396. Per 5th Circuit rules, the appellant has 14 days, from the filing of the Notice of Appeal, to order the transcript. To order a transcript, the appellant should fill out Form DKT-13 (Transcript Order) and follow the instructions set out on the form. This form is available in the Clerk's Office or by clicking the hyperlink above. (rf) (Entered: 05/06/2016)
05/12/2016	1224	Cross Appeal of Final Judgment 1219 , 1202 , 1216 , 1200 by City of San

DATE	NO.	PROCEEDINGS
05/12/2016		<p>Antonio, Texas. (Filing fee \$ 505 receipt number 0542-8474544) (Cruciani, Gary) (Entered: 05/12/2016)</p> <p>NOTICE OF APPEAL following 1224 Notice of Appeal (E-Filed) by City of San Antonio, Texas. Filing fee \$ 505, receipt number 0542-8474544. Per 5th Circuit rules, the appellant has 14 days, from the filing of the Notice of Appeal, to order the transcript. To order a transcript, the appellant should fill out Form DKT-13 (Transcript Order) and follow the instructions set out on the form. This form is available in the Clerk's Office or by clicking the hyperlink above. (rf) (Entered: 05/12/2016)</p>
05/13/2016	1225	<p>TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 3/16/2007 (SEE DOCKET ENTRY #160--TRANSCRIPT FILED 3/16/2007--HEARING OF 11/2/2006); 5/16/2007 (SEE DOCKET ENTRY #246—TRANSCRIPT FILED 5/23/2008 - VOLUME 1 OF 2 - HEARING OF</p>

DATE	NO.	PROCEEDINGS
		5/16/2007); 5/17/2007 (SEE DOCKET ENTRY #247-- TRANSCRIPT FILED 5/23/2008 - VOLUME 2 OF 2 - HEARING OF 5/17/2007). Proceedings Transcribed: MOTION HEARING; MOTION HEARING; MOTION HEARING. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1226	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 4/28/2009 (NO HEARING HELD ON THIS DAY 4/28/2009); 8/7/2009 (SEE DOCKET ENTRY #746-- TRANSCRIPT FILED 8/20/2009-- HEARING OF 8/7/2009) AND(SEE DOCKET ENTRY #763-- REDACTED TRANSCRIPT FILED 9/15/2009-- HEARING OF 8/7/2009); 9/23/2009 (PRETRIAL CONFERENCE). Proceedings Transcribed: MOTION HEARING; DAUBERT HEARING; PRETRIAL CONFERENCE. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1227	TRANSCRIPT REQUEST by

DATE	NO.	PROCEEDINGS
		Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/1/2009 (PRETRIAL CONFERENCE); 10/5/2009 (JURY SELECTION); 10/6/2009 (JURY TRIAL). Proceedings Transcribed: PRETRIAL CONFERENCE; JURY SELECTION; JURY TRIAL. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1228	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/7/2009 (JURY TRIAL); 10/8/2009 (JURY TRIAL); 10/9/2009 (JURY TRIAL). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; JURY TRIAL. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1229	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork

DATE	NO.	PROCEEDINGS
		Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/13/2009 (JURY TRIAL); 10/14/2009 (JURY TRIAL); 10/15/2009 (JURY TRIAL). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; JURY TRIAL. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1230	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/16/2009 (JURY TRIAL); 10/19/2009 (JURY TRIAL); 10/20/2009 (JURY TRIAL). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; JURY TRIAL. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1231	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC,

DATE	NO.	PROCEEDINGS
		Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/21/2009 (JURY TRIAL); 10/22/2009 (JURY TRIAL); 10/23/2009(JURY TRIAL). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; JURY TRIAL. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1232	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/26/2009 (JURY TRIAL); 10/27/2009 (JURY TRIAL); 10/28/2009 (STATUS CONFERENCE). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; STATUS CONFERENCE. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1233	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc.,

DATE	NO.	PROCEEDINGS
		Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 10/29/2009 (JURY TRIAL); 10/30/2009 (JURY TRIAL); 6/24/2010 (MOTION HEARING). Proceedings Transcribed: JURY TRIAL; JURY TRIAL; MOTION HEARING. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
05/13/2016	1234	TRANSCRIPT REQUEST by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. for dates of 7/6/2011 (MISCELLANEOUS HEARING); 5/3/2012 (STATUS CONFERENCE). Proceedings Transcribed: MISCELLANEOUS HEARING; STATUS CONFERENCE. Court Reporter: MAURICE WEST. (dtg) (Entered: 05/18/2016)
		* * * * *
07/25/2016	1238	BILL OF COSTS by City of San Antonio, Texas. (Attachments: # 1 Declaration of Thomas Sims, # 2 Exhibit A to Declaration of Thomas Sims, # 3 Exhibit B to Declaration of Thomas Sims, # 4 Exhibit C to Declaration of Thomas Sims, # 5

DATE	NO.	PROCEEDINGS
		Exhibit D to Declaration of Thomas Sims, # 6 Exhibit F Declaration of Thomas Sims, # 7 Declaration of J. Gregory Taylor, # 8 Exhibit C to Declaration of J. Gregory Taylor, # 9 Exhibit E to Declaration of J. Gregory Taylor, # 10 Exhibit F to Declaration of J. Gregory Taylor, # 11 Declaration of Steven D. Wolens, # 12 Exhibit B to Declaration of Steven D. Wolens, # 13 Exhibit C, part 1 to Declaration of Steven D. Wolens, # 14 Exhibit E to Declaration of Steven D. Wolens, # 15 Exhibit F to Declaration of Steven D. Wolens)(Cruciani, Gary) (Entered: 07/25/2016)
07/25/2016	1239	SUPPLEMENT to 1238 Bill of Costs,,, Exhibit C, part 2 to Declaration of Steven D. Wolens by City of San Antonio, Texas. (Cruciani, Gary) (Entered: 07/25/2016)
07/25/2016	1240	STIPULATION Regarding Plaintiffs' Application for Attorneys' Fees by City of San Antonio, Texas. (Cruciani, Gary) (Entered: 07/25/2016)
07/25/2016	1241	MOTION for Attorney Fees Plaintiffs' Application for an Award of Attorneys' Fees, Costs, and Reimbursements of Expenses and Memorandum in Support by City of

DATE	NO.	PROCEEDINGS
		San Antonio, Texas. (Attachments: # 1 Declaration of Gary Cruciani, # 2 Exhibit 1 to Declaration of Gary Cruciani, # 3 Exhibit 2 to Declaration of Gary Cruciani, # 4 Exhibit 3 to Declaration of Gary Cruciani, # 5 Exhibit 4 to Declaration of Gary Cruciani, # 6 Exhibit 5 to Declaration of Gary Cruciani, # 7 Exhibit 6 to Declaration of Gary Cruciani, # 8 Exhibit 7 to Declaration of Gary Cruciani, # 9 Exhibit 8 to Declaration of Gary Cruciani, # 10 Exhibit 9 to Declaration of Gary Cruciani, # 11 Exhibit 10 to Declaration of Gary Cruciani, # 12 Exhibit 11 Declaration of Gary Cruciani, # 13 Exhibit 12 to Declaration of Gary Cruciani, # 14 Exhibit 13 to Declaration of Gary Cruciani, # 15 Exhibit 14 to Declaration of Gary Cruciani, # 16 Exhibit 15 to Declaration of Gary Cruciani, # 17 Declaration of Thomas Sims, # 18 Exhibit A to Declaration of Thomas Sims, # 19 Exhibit B to Declaration of Thomas Sims, # 20 Exhibit C to Declaration of Thomas Sims, # 21 Declaration of J. Gregory Taylor, # 22 Exhibit A to Declaration of J. Gregory Taylor, # 23 Exhibit B to Declaration of J. Gregory Taylor, # 24 Exhibit C to

DATE	NO.	PROCEEDINGS
		Declaration of J. Gregory Taylor)(Cruciani, Gary) (Entered: 07/25/2016)
07/25/2016	1242	SUPPLEMENT to 1241 MOTION for Attorney Fees Plaintiffs' Application for an Award of Attorneys' Fees, Costs, and Reimbursements of Expenses and Memorandum in Support Declaration of Steven D. Wolens by City of San Antonio, Texas. (Attachments: # 1 Exhibit A to Declaration of Steven D. Wolens, # 2 Exhibit 1 to Declaration of Steven D. Wolens, # 3 Exhibit 2 to Declaration of Steven D. Wolens, # 4 Declaration of Frank Herrera, Jr., # 5 Exhibit A to Declaration of Frank Herrera, Jr., # 6 Exhibit B ti Declaration of Frank Herrera, Jr., # 7 Declaration of Ferdinand Trey M. Fischer, III, # 8 Exhibit A to Declaration of Ferdinand Trey M. Fischer, III, # 9 Exhibit B to Declaration of Ferdinand Trey M. Fischer, III, # 10 Declaration of Lamont A. Jefferson, # 11 Declaration of Veronica Madrid Zertuche, # 12 Declaration of Resemary Sinder, # 13 Declaration of Jeffrey J. Leitzinger, Ph.D., # 14 Declaration of Professor Charles Silver) (Cruciani, Gary) (Entered: 07/25/2016)

* * * * *

DATE	NO.	PROCEEDINGS
08/17/2016	1245	Costs Taxed in the amount of \$319,384,73 against Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. (rf) (Entered: 08/17/2016) * * * * *
09/07/2016	1247	Miscellaneous Objection to 1238 Bill of Costs,,, 1239 Supplement Defendants' Objections to and Request for Judicial Review of Plaintiffs' Bill of Costs by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit Index of Exhibits, # 2 Exhibit Exhibit A, # 3 Exhibit Exhibit B, # 4 Exhibit Exhibit C, # 5 Exhibit Exhibit D, # 6 Exhibit Exhibit E, # 7 Exhibit Exhibit F, # 8 Exhibit Exhibit G, # 9 Exhibit Exhibit H, # 10 Exhibit Exhibit I, # 11 Exhibit Exhibit J, # 12 Exhibit Exhibit K)(Warden, Tedd) (Entered: 09/07/2016)

DATE	NO.	PROCEEDINGS
* * * * *		
10/24/2016	1308	<p>RESPONSE in Opposition to Plaintiffs' Application for Attorneys' Fees to 1242 Supplement,,,, 1241 MOTION for Attorney Fees Plaintiffs' Application for an Award of Attorneys' Fees, Costs, and Reimbursements of Expenses and Memorandum in Support by Expedia, Inc., Hotels.Com GP, LLC, Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Lowest Fare.Com, Inc., Orbitz, Inc., Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit Index of Exhibits, # 2 Exhibit A (Declaration of George Spencer), # 3 Exhibit B (Declaration of Thomas Watkins), # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Exhibit F, # 8 Exhibit G, # 9 Exhibit H, # 10 Exhibit I, # 11 Exhibit J, # 12 Exhibit K, # 13 Exhibit L, # 14 Exhibit M, # 15 Exhibit N, # 16 Exhibit O, # 17 Exhibit P, # 18 Exhibit Q, # 19 Exhibit R, # 20 Exhibit S, # 21 Exhibit T (Part 1), # 22 Exhibit T (Part 2), # 23 Exhibit U (Declaration of Kenneth Serwin, PH.D.))(Warden, Tedd) (Entered: 10/24/2016)</p>

DATE	NO.	PROCEEDINGS
10/26/2016	1309	REPLY to Response to Motion, filed by City of San Antonio, Texas, re 1272 MOTION for Protective Order Emergency Motion for a Protective Order filed by Defendant Orbitz, Inc., Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com, Inc., Defendant Travelocity.Com, Inc., Defendant Hotels.Com GP, LLC, Defendant Hotwire, Inc., Defendant Lowest Fare.Com, Inc., Defendant Site59.Com, LLC, Defendant Hotels.Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetwork Publishing Corp Plaintiffs' Reply in Support of Plaintiffs' Motion to Compel Responses to the Subpoenas (Attachments: # 1 Affidavit Declaration of Gary Cruciani, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Exhibit F)(Cruciani, Gary) (Entered: 10/26/2016) * * * * *
11/07/2016	1311	Letter of transmittal from USCA received for 1224 Notice of Appeal, filed by City of San Antonio, Texas, 1223 Notice of Appeal, filed by Travelocity.Com, LP, Travelweb,

DATE	NO.	PROCEEDINGS
		<p data-bbox="699 443 1213 1440"> LLC, Travelnow.Com, Inc., Price-line.Com., Inc., Hotwire, Inc., Site59.Com, LLC, Hotels.Com, L.P., Expedia, Inc., Trip Network, Inc., Orbitz, LLC, Internetwork Publishing Corp. - THE COURT HAS GRANTED THE UNOPPOSED JOINT STIPULATION OF THE PARTIES TO VIEW AND OBTAIN SEALED DOCUMENTS CONTAINED IN THE RECORD ON APPEAL. IN ACCORDANCE WITH THIS COURT'S ORDER, YOU MAY OBTAIN THE SEALED MATERIALS FROM THE DISTRICT COURT. THE SEALED MATERIALS ARE FOR YOUR REVIEW ONLY. THIS MATERIAL SHOULD BE MAINTAINED IN YOUR OFFICE UNDER SEAL AND RETURNED TO THE DISTRICT COURT AS SOON AS IT HAS SERVED YOUR PURPOSE. - (Attachments: # 1 COPY of Joint Motion to View and Obtain Sealed Documents) (dtg) (Entered: 11/10/2016) </p> <p data-bbox="740 1461 883 1482">* * * * *</p>
11/23/2016	1314	<p data-bbox="699 1514 1213 1694"> RESPONSE to Defendants' Objection to and Request for Judicial Review of Plaintiffs' Bill of Costs to 1247 Miscellaneous Objection,,, by City of San Antonio, Texas. </p>

DATE	NO.	PROCEEDINGS
11/23/2016	1315	<p>(Attachments: # 1 Declaration of Gary Cruciani)(Cruciani, Gary) (Entered: 11/23/2016)</p> <p>REPLY to Response to Motion, filed by City of San Antonio, Texas, re 1241 MOTION for Attorney Fees Plaintiffs' Application for an Award of Attorneys' Fees, Costs, and Reimbursements of Expenses and Memorandum in Support filed by Plaintiff City of San Antonio, Texas Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Application for Attorneys' Fees, Costs, and Reimbursement of Expenses (Attachments: # 1 Affidavit Supplemental Declaration of Gary Cruciani in Support of Plaintiffs Application for attorney Fees and Expenses, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Affidavit Declaration of Jodie L. Mow to Plaintiffs' Reply in Support of Application for Attorneys' Fees and Expenses, # 8 Exhibit A, # 9 Exhibit B, # 10 Exhibit C, # 11 Affidavit Declaration of Steven D Wolens in Support of Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Application for Attorneys' Fees, # 12 Exhibit 1, # 13 Exhibit 2, # 14 Exhibit 3, # 15 Exhibit 4, # 16 Exhibit 5, # 17 Exhibit 6, # 18 Affidavit Declaration of Frank</p>

DATE	NO.	PROCEEDINGS
		<p>Herrera In Support of Plaintiffs' Reply to Defendants' Opposition to Plaintiffs' Application for Attorneys' Fees, # 19 Affidavit Supplemental Declaration of Lamont A Jefferson in Support of Plaintiffs' Application for Attorneys' Fees and Expenses, # 20 Affidavit Supplemental Declaration of Jeffrey J Leitzinger PH.D., # 21 Affidavit Declaration of Eric S Levy in Support of Plaintiffs' Application for Attorneys' Fees and Expenses, # 22 Affidavit Supplemental Declaration of Professor Charles Silver on the Reasonableness of Class Counsel's Requested Award of Attorneys' Fees)(Cruciani, Gary) (Entered: 11/23/2016)</p> <p style="text-align: center;">* * * * *</p>
02/16/2017	1319	<p>ORDER REFERRING MOTION: 1241 MOTION for Attorney Fees Plaintiffs' Application for an Award of Attorneys' Fees, Costs, and Reimbursements of Expenses and Memorandum in Support filed by City of San Antonio, Texas. Signed by Chief Judge Orlando L. Garcia.. Referral Magistrate Judge: Elizabeth S Chestney. (rf) (Entered: 02/16/2017)</p>
04/10/2017	1320	<p>MOTION to Stay Proceedings on Plaintiffs' Fee Application and Bill of Costs Pending Resolution of the</p>

DATE	NO.	PROCEEDINGS
		Merits Appeal in the Fifth Circuit by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Proposed Order)(Warden, Tedd) (Entered: 04/10/2017)
04/17/2017	1321	REPORT AND RECOMMENDATIONS recommending to Grant in part 1241 Motion for Attorney Fees. Signed by Judge Elizabeth S Chestney. (rf) (Entered: 04/17/2017) * * * * *
04/20/2017	1323	ORDER GRANTING 1320 Motion to Stay. Signed by Chief Judge Orlando L. Garcia. (rf) (Entered: 04/20/2017) * * * * *
05/23/2017	1329	REPLY to Response to Motion, filed by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc., re 1320 MOTION to Stay Proceedings on Plaintiffs' Fee Application and Bill of

DATE	NO.	PROCEEDINGS
		Costs Pending Resolution of the Merits Appeal in the Fifth Circuit filed by Defendant Travelocity. Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Hotwire, Inc., Defendant Site59.Com, LLC, Defendant Hotels.Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetnetwork Publishing Corp and Opposition to Plaintiffs' Construed Motion to Reconsider (Dkt. No. 1324) (Herrington, Elizabeth) (Entered: 05/23/2017)
12/08/2017	1330	ORDER DENYING 1241 Motion for Attorney Fees Signed by Chief Judge Orlando L. Garcia. (mgr) (Entered: 12/08/2017)
02/14/2018	1332	Certified copy of USCA JUDGMENT/MANDATE Notice of Appeal, filed by City of San Antonio, Texas, 1223 Notice of Appeal (E-Filed), filed by Travelocity.Com, LP, Travelweb, LLC, Travelnow.Com, Inc., Priceline.Com., Inc., Hotwire, Inc., Site59.Com, LLC, Hotels.Com, L.P., Expedia, Inc., Trip Network, Inc., Orbitz, LLC, Internetnetwork Publishing Corp, Notice of Appeal, filed by Travelocity.Com, LP,

DATE	NO.	PROCEEDINGS
03/06/2018	1331	<p>Travelweb, LLC, Travelnow.Com, Inc., Priceline.Com., Inc., Hotwire, Inc., Site59.Com, LLC, Expedia, Inc., Hotels.Com, L.P., Trip Network, Inc., Orbitz, LLC, Internetwork Publishing Corp, 1224 Notice of Appeal (E-Filed) filed by City of San Antonio, Texas. ***THIS CAUSE WAS CONSIDERED ON THE RECORD ON APPEAL AND WAS ARGUED BY COUNSEL. IT IS ORDERED AND ADJUDGED THAT THE JUDGMENT OF THE DISTRICT COURT IS VACATED AND RENDERED FOR OTCs. IT IS FURTHER ORDERED THAT PLAINTIFF-APPELLEE CROSS-APPELLANT PAY TO DEFENDANTS-APPELLANTS CROSS-APPELLEES THE COSTS ON APPEAL TO BE TAXED BY THE CLERK OF THIS COURT.*** (Attachments: # 1 Approved Bill of Costs, # 2 Transmittal Letter from USCA5) (dtg) (Entered: 03/07/2018)</p> <p>MOTION FOR ENTRY OF FINAL JUDGMENT by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc..</p>

DATE	NO.	PROCEEDINGS
		(Attachments: # 1 [Proposed] Second Amended Final Final Judgment) (Strieber, Leslie) (Entered: 03/06/2018)
03/19/2018	1333	ADVISORY TO THE COURT by City of San Antonio, Texas. (Cruciani, Gary) (Entered: 03/19/2018)
		* * * * *
03/26/2018	1336	SECOND AMENDED JUDGMENT. Signed by Chief Judge Orlando L. Garcia. (mgr) (Entered: 03/28/2018)
04/09/2018	1337	BILL OF COSTS by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Affidavit Declaration of Les J. Strieber, # 2 Affidavit Declaration of Tamara Marinkovic Hines, # 3 Affidavit Declaration of Elizabeth Herrington, # 4 Affidavit Declaration of Brian Stagner, # 5 Affidavit Declaration of Stacy Horth-Neubert)(Strieber, Leslie) (Entered: 04/09/2018)
		* * * * *
05/15/2018	1340	Miscellaneous Objection to 1337 Bill of Costs,, by City of San Antonio,

DATE	NO.	PROCEEDINGS
		Texas. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Exhibit G, # 8 Exhibit H, # 9 Exhibit I, # 10 Exhibit J, # 11 Declaration of Steven Wolens, # 12 Exhibit A to Declaration of Steven Wolens, # 13 Exhibit B to Declaration of Steven Wolens, # 14 Exhibit C to Declaration of Steven Wolens, # 15 Exhibit D to Declaration of Steven Wolens) (Cruciani, Gary) (Entered: 05/15/2018)
		* * * * *
06/06/2018	1342	RESPONSE Online Travel Company Defendants to 1340 Miscellaneous Objection,, by Hotels.Com, L.P.. (Attachments: # 1 Exhibit Exhibit A)(Cedillo, Ricardo) (Entered: 06/06/2018)
06/26/2019	1344	ORDER ON OBJECTIONS TO BILL OF COSTS. Signed by Chief Judge Orlando L. Garcia. (mgr) (Entered: 06/26/2019)
06/26/2019	1345	Costs Taxed in the amount of \$2,226,724.37 against City of San Antonio, Texas (mgr) Modified on 6/27/2019, to edit text (mgr). (Entered: 06/26/2019)
07/26/2019	1346	Appeal of Order entered by District Judge 1344 by City of San Antonio,

DATE	NO.	PROCEEDINGS
		Texas.and 1345 Bill of Costs (Filing fee \$ 505 receipt number 0542-12400796) (Cruciani, Gary) (Entered: 07/26/2019)
07/26/2019		NOTICE OF APPEAL following 1346 Notice of Appeal (E-Filed) by City of San Antonio, Texas. Per 5th Circuit rules, the appellant has 14 days, from the filing of the Notice of Appeal, to order the transcript. To order a transcript, the appellant should fill out Form DKT-13 (Transcript Order) and follow the instructions set out on the form. This form is available in the Clerk's Office or by clicking the hyperlink above. (mgr) (Entered: 07/26/2019)
		* * * * *
12/18/2019	1390	Letter of transmittal from USCA received for 1346 Notice of Appeal, filed by City of San Antonio, Texas.***The court has granted in part an extension of time to and including January 13, 2020 for filing a reply brief in this case.*** (dtg) (Entered: 12/18/2019)
01/18/2020	1391	***DOCUMENT WITHDRAWN PURSUANT TO ORDER DATED 03/02/20*** MOTION to Enforce Judgment by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetwork Publishing Corp,

DATE	NO.	PROCEEDINGS
		Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow. Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Exhibit 1 - 12.20.19 Ltr. from B. Herrington, # 2 Proposed Order) (Warden, Tedd) Modified on 3/4/2020 (mgr). (Entered: 01/18/2020)
01/27/2020	1392	Response in Opposition to Motion, filed by City of San Antonio, Texas, re 1391 MOTION to Enforce Judgment filed by Defendant Travelocity.Com, LP, Defendant Travelweb, LLC, Defendant Travelnow.Com, Inc., Defendant Priceline.Com., Inc., Defendant Hotwire, Inc., Defendant Site59. Com, LLC, Defendant Hotels.Com, L.P., Defendant Expedia, Inc., Defendant Trip Network, Inc., Defendant Orbitz, LLC, Defendant Internetnetwork Publishing Corp (Cruciani, Gary) (Entered: 01/27/2020)
01/31/2020	1393	Unopposed MOTION to Continue Briefing and Consideration of Defendants' Pending Motion to Enforce Judgment Regarding Bill of Costs by Expedia, Inc., Hotels.Com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59.Com, LLC, Travelnow.Com, Inc.,

DATE	NO.	PROCEEDINGS
		Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Proposed Order)(Warden, Tedd) (Entered: 01/31/2020)
02/03/2020		Text Order GRANTING 1393 Unopposed Motion to Continue Briefing and Consideration of Defendant's Pending Motion to Enforce Judgment Regarding Bill of Costs. IT IS THEREFORE ORDERED that the OTCs reply, if any, is due March 2, 2020. If the matter is resolved, the motion to enforce will need to be withdrawn entered by Chief Judge Orlando L. Garcia. (This is a text-only entry generated by the court. There is no document associated with this entry.) (ju) (Entered: 02/03/2020)
03/02/2020	1394	Unopposed MOTION to Withdraw 1391 MOTION to Enforce Judgment by Expedia, Inc., Hotels. Com, L.P., Hotwire, Inc., Internet-work Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59. Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc.. (Attachments: # 1 Proposed Order)(Warden, Tedd) (Entered: 03/02/2020)
03/03/2020		Text Order GRANTING 1394 Unopposed MOTION to Withdraw

DATE	NO.	PROCEEDINGS
03/03/2020		<p>1391 MOTION to Enforce Judgment by Expedia, Inc., Hotels. Com, L.P., Hotwire, Inc., Internet-work Publishing Corp, Orbitz, LLC, Priceline.Com., Inc., Site59. Com, LLC, Travelnow.Com, Inc., Travelocity.Com, LP, Travelweb, LLC, Trip Network, Inc. entered by Chief Judge Orlando L. Garcia. (This is a text-only entry generated by the court. There is no document associated with this entry.) (ju) (Entered: 03/03/2020)</p>
03/03/2020		<p>Text Order TERMINATING AS MOOT 1391 Motion to Enforce Judgment entered by Chief Judge Orlando L. Garcia. (This is a text-only entry generated by the court. There is no document associated with this entry.) (ju) Modified on 3/3/2020 (ju). (Entered: 03/03/2020)</p> <p style="text-align: center;">* * * * *</p>
07/06/2020	1397	<p>ORDER of USCA (certified copy). re 1346 Notice of Appeal.***PER CURIAM:The court having been polled at the request of one of its members, and a majority of the judges who are in regular active service and not disqualified not having voted in favor (FED. R. APP. P. 35 and 5TH CIR R. 35), rehearing en banc is DENIED. In the en banc poll, six judges voted in favor of</p>

DATE	NO.	PROCEEDINGS
		<p>rehearing (Judge Smith, Judge Dennis, Judge Elrod, Judge Duncan, Judge Engelhardt, and Judge Oldham), and ten judges voted against rehearing (Chief Judge Owen, Judge Jones, Judge Stewart, Judge Southwick, Judge Haynes, Judge Graves, Judge Higginson, Judge Costa, Judge Willett, and Judge Ho).*** (Attachments: # 1 TRANSMITTAL LETTER FROM USCA5)(dtg) (Entered: 07/06/2020)</p> <p style="text-align: center;">* * * * *</p>
08/03/2020	1398	<p>Certified copy of USCA JUDGMENT/MANDATE Affirming 1346 Notice of Appeal (E-Filed) filed by City of San Antonio, Texas, Notice of Appeal, filed by City of San Antonio, Texas.***This cause was considered on the record on appeal and the briefs on file. It is ordered and adjudged that the judgment of the District Court is affirmed. IT IS FURTHER ORDERED that Appellant pay to Appellees the costs on appeal to be taxed by the Clerk of this Court.*** (Attachments: # 1 TRANSMITTAL LETTER FROM USCA5)(dtg) (Entered: 08/03/2020)</p>
01/12/2021	1400	<p>Letter of transmittal from USCA received for 1346 Notice of Appeal, filed by City of San Antonio, Texas.***Enclosed is a copy of the</p>

DATE	NO.	PROCEEDINGS
		Supreme Court order granting certiorari.*** (dtg) (Entered: 01/19/2021)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 12, 2013]

CASE NO. SA06CA0381 OG

CITY OF SAN ANTONIO, *et al.*,
Plaintiffs,

v.

HOTELS.COM, L.P., *et al.*,
Defendants.

AGREED EXPEDITED MOTION FOR STAY OF
EXECUTION OF FINAL JUDGMENT THROUGH
APPEAL AND EXTENSION OF TIME FOR
PLAINTIFFS TO SEEK COSTS AND FEES

Enforcement of the Court's April 4, 2013 Final Judgment (Dkt #1155) is automatically stayed for 14 days. FED. R. CIV. P. 62(a). Because the automatic stay will end in 14 days (April 18, 2013), Defendants request—on an expedited basis—an order approving the amounts of their supersedeas bonds and staying enforcement through appeal. Plaintiffs have agreed to this relief.

Plaintiffs seek additional time—until 60 days after all post-judgment motions are resolved—for Plaintiffs to seek all taxable costs, attorney fees and non-taxable costs. Defendants have agreed to this relief.

ARGUMENT

Rule 62(b) provides that on “appropriate terms for the opposing party’s security, the court may stay execution of a judgment—or any proceedings to enforce it—pending disposition” of any post-judgment motions. FED. R. CIV. P. 62(b). Rule 62(d) further provides that Defendants may, as a matter of right, obtain a stay through appeal upon the Court’s approving a supersedeas bond. FED. R. CIV. P. 62(d); *Am. Mfrs. Mutual Ins. Co. v. Am. Broadcasting-Paramount Theatres, Inc.*, 87 S. Ct. 1, 3 (1966) (Harlan, J.) (in chambers).

In accordance with Rules 62(b) and 62(d), to effectuate the stay, Defendants seek approval of the following amounts of bonds, which consist of the amounts set forth in the judgment plus the sums that could become due and owing for a period of 18 months in the future:

Entity Against Whom Judgment Is Entered	Bond Amount
Expedia, Inc.	\$18,813,866
Hotels.com, L.P.	\$25,171,733
Hotwire, Inc.	\$6,274,709
Internetwork Publishing Corp. (d/b/a Lodging.com) and Trip Network, Inc. (d/b/a Cheaptickets.com)	\$937,225
Orbitz, LLC	\$3,372,421
Priceline.com Incorporated	\$9,695,725
Site59.com, LLC	\$295,396
Travelocity.com LP	\$3,893,663
Travelweb	\$219,042

Plaintiffs agree that these amounts are appropriate amounts of bonds and will protect their interests. The parties also agree that (1) they will increase the bonds to cover amounts at issue if the appeal has not been resolved within 18 months of the Court's judgment, and that (2) they will address at a later date increasing the bonds to include amounts for attorneys fees awarded and costs to Plaintiffs once attorneys fees and costs have been resolved by the Court.

Finally, Plaintiffs seek additional time, or until 60 days after all post-judgment motions are resolved, to file motions seeking all taxable costs, attorneys fees and non-taxable costs. Defendants agree to this request.

REQUEST FOR RELIEF

For these reasons, (1) Defendants request that the Court approve the amounts of their supersedeas bonds and stay enforcement of the Final Judgment in its entirety until all post-judgment motions and appeals are resolved; and (2) Plaintiffs request that they be granted until 60 days following the resolution of all post-judgment motions to seek all taxable costs, attorney fees and non-taxable costs.

Dated: April 12, 2013.

Respectfully submitted,

DAVIS, CEDILLO &
MENDOZA, INC.

BY: /s/ Mark W. Kiehne
Ricardo G. Cedillo
Texas Bar No. 04043600
Les J. Strieber III
Texas Bar No. 19398000

Mark W. Kiehne

Texas Bar No. 24032627
McCombs Plaza, Suite 500
755 East Mulberry Avenue
San Antonio, Texas 78212
(210) 822-6666 Telephone
(210) 822-1151 Facsimile

ATTORNEYS FOR
ALL DEFENDANTS

James P. Karen

(admitted *pro hac vice*)
Texas Bar No. 11098700

Deborah S. Sloan

(admitted *pro hac vice*)
Texas Bar No. 00786230

W. Kelly Stewart

Texas Bar No. 19221600

JONES DAY

2727 North Harwood Street
Dallas, Texas 75201
(214) 220-3939 Telephone
(214) 969-5100 Facsimile

ATTORNEYS FOR
DEFENDANTS

HOTELS.COM L.P.;
HOTELS.COM GP, LLC;
HOTWIRE, INC.; EXPEDIA,
INC. and
TRAVELNOW.COM, INC.

Brian S. Stagner

KELLY HART & HALLMAN LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102 (817)

878-3567 Telephone (817) 878-
9280 Facsimile

ATTORNEYS FOR
DEFENDANTS

TRAVELOCITY.COM LP;
TRAVELOCITY.COM INC.
and SITE59.COM, LLC

Darrell J. Hieber

(admitted *pro hac vice*)

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
300 South Grand Avenue, Suite
3400

Los Angeles, CA 90071-3144
(213) 687-5000 Telephone (213)
687-5600 Facsimile

Karen L. Valihura

(admitted *pro hac vice*)

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Rodney Square
P.O. Box 636

Wilmington, Delaware 19899
(302) 651-3000 Telephone
(302) 651-3001 Facsimile

Celso M. Gonzalez-Falla

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
1000 Louisiana Street,
Suite 6800

Houston, Texas 77002-5026
(713) 655-5100 Telephone
(713) 655-5200 Facsimile

ATTORNEYS FOR
DEFENDANTS
PRICELINE.COM INC;
LOWESTFARE.COM INC.
and TRAVELWEB LLC

Lazar P. Raynal
(admitted *pro hac vice*)

Elizabeth B. Herrington
(admitted *pro hac vice*)

Joshua G. Herman
(admitted *pro hac vice*)

Jeffrey A. Rossman
(admitted *pro hac vice*)

MCDERMOTT WILL
& EMERY LLP
227 West Monroe
Chicago, Illinois 60606-5096
(312) 372-2000 Telephone
(312) 984-7700 Facsimile

ATTORNEYS FOR
DEFENDANTS ORBITZ,
INC.; ORBITZ, LLC;
INTERNETWORK
PUBLISHING CORP. (D/B/A
LODGING.COM) and TRIP
NETWORK, INC. (D/B/A
CHEAPTICKETS.COM)

CERTIFICATE OF CONFERENCE

The undersigned certifies that he conferred with Plaintiffs' counsel, and that Plaintiffs agree to the relief sought herein.

/s/ Kelly Stewart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed July 25, 2016]

CIVIL ACTION NO. SA-06-CA-381-OG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself and all
other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

PLAINTIFFS' APPLICATION FOR AN
AWARD OF ATTORNEYS' FEES, COSTS,
AND REIMBURSEMENT OF EXPENSES
AND MEMORANDUM IN SUPPORT

DECLARATION OF GARY CRUCIANI IN SUPPORT
OF PLAINTIFF'S APPLICATION FOR
ATTORNEYS' FEES AND EXPENSES

LEGAL SERVICES AGREEMENT

1. Parties. This "Agreement" is made and entered this 11 day of April 2006, by and among Baron & Budd, P.C. ("Special Counsel") and the City of San Antonio, Texas, a municipal corporation, (the "City") acting by and through the Office of the City Attorney.

2. Retention of Firm and Particular Attorney. The City is retaining Special Counsel based on Special Counsel's designation of Steven D. Wolens as lead counsel.

3. Term. This Agreement will begin on the date indicated above and will continue until the completion of the Litigation (defined below).

4. Scope. The City hereby retains Special Counsel to represent it in litigation seeking damages, attorney's fees, costs, and all other appropriate relief for the non-payment or underpayment to the City of transient occupancy taxes by online booking companies such as Hotels.com, Expedia.com, Travelocity and others (collectively, the "Litigation").

As provided herein, Special Counsel is authorized to take appropriate legal steps to prosecute the Litigation as it pertains to liability, damages, civil penalties, injunctive relief, interest, and restitution/disgorgement of profits and to participate in any settlement negotiations. The City will be truthful and cooperative with Special Counsel, keep Special Counsel reasonably informed of developments and be reasonably available to attend any necessary meetings, depositions, preparations sessions, hearings and trial. Special Counsel shall provide the City with case updates on a regular basis and with written reports every three (3) months, using a format that shall include a general status of the case and documents filed, hours dedicated to the case by Special Counsel, and expenses incurred in connection with the case.

The City designates the City Attorney as the authorized representative of the City to direct Special Counsel and to be the primary individual to communicate with Special Counsel regarding the subject matter of Special Counsel's representation of the City under this Agreement. This designation is intended to establish a clear line of

authority and to minimize potential uncertainty, but not to preclude communication between Special Counsel and other representatives of the City. The City Attorney, as the chief legal officer for the City, is charged with representing the City in legal proceedings with respect to which it has an interest. The City Attorney shall serve as co-counsel with Special Counsel.

Special Counsel will obtain prior approval from the City concerning all substantive matters related to the Litigation including dispositive motions, selection of consultants and experts, and resolution of the Litigation. The City agrees to consult in good faith with Special Counsel prior to making a recommendation regarding any such substantive matter.

5. Resources. Special Counsel and the City will provide sufficient resources, including attorney time, to prosecute the Litigation faithfully and with due diligence. Legal services under this Agreement will be performed only by competent personnel under the supervision and in the employment of Special Counsel and the City, or retained by Special Counsel as consultants. To assist in the prosecution of the case, the City will provide sufficient internal resources to calculate damages and gather other necessary information on the transient occupancy tax.

6. Conflicts. The Litigation may be filed as a class action. Therefore, the City might be representing its own interests in the Litigation and serve as representative of a class of government entities seeking similar relief.

The City and Special Counsel acknowledge that other individual government entities may seek to become named parties in the Litigation and be represented in the Litigation by Special Counsel. The City recognizes that there may be potential conflicts or actual conflicts of interest if Special Counsel represents other cities in

litigation similar to the Litigation. The City understands that it would be to its benefit for other parties to become named parties as it may enhance the case and lower expenses for the City. Accordingly, the City has conferred with the City Attorney and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as a result of Special Counsel representing other government entities in this or similar litigation. The City therefore waives all such potential or actual conflicts of interest.

7. Representation of Related Interests. Special Counsel shall have the right to represent other individuals, business entities, municipalities, governmental agencies or governmental subdivisions in other transient occupancy tax actions or similar litigation without the consent of the City, subject to the Texas Disciplinary Rules of Professional Conduct (“Rules of Professional Conduct”) relating to conflicts of interest.

8. Compensation. The employment of Special Counsel will be on a contingency fee basis. Specifically, if Special Counsel is successful in obtaining and collecting a recovery for the City—whether by settlement, arbitration award, Court judgment or otherwise—Special Counsel will receive attorney’s fees in the amount of Thirty Percent (30%) of the Gross Recovery (“Contingency Fee”). This fee is not set by law but is negotiable between the City and Special Counsel.

The sole contingency upon which the City will pay compensation to Special Counsel is a recovery and collection on behalf of the City, whether by settlement, arbitration award, Court judgment or otherwise.

The City and Special Counsel intend to seek an order for payment by defendants of the City’s attorney’s fees and Costs (as defined in paragraph 10 below), if the City

prevails, in whole or in part, in the Litigation. The City agrees to use its best efforts to support any such application. If the amount of the statutory fee awarded as reimbursement for Special Counsel's time and effort, and collected from the defendants, exceeds the amount called for under the Contingency Fee calculation, Special Counsel shall be entitled to the amount of the statutory fee awarded and collected from the defendants as a reasonable fee, in lieu of payment by the City of the Contingency Fee. If, however, the amount of the statutory fee awarded and collected is less than the amount called for under the Contingency Fee calculation, Special Counsel's fee shall remain as calculated by the Contingency Fee calculation, and, in that instance, the City may direct that the statutory fee award be paid directly to Special Counsel by the defendants, and the City shall pay the difference between the Contingent Fee and the statutory fee award out of the City's recovery in the Litigation.

9. The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made and the fair market value of any property or services agreed or ordered to be made and the fair market value of any property or services agreed or ordered to be transferred or rendered for the benefit of the City by the adverse parties to the Litigation or their insurance carrier(s), whether by settlement, arbitration award, court judgment, or otherwise, without reduction for recovery of Costs as defined in paragraph 10. Any statutory attorney's fee paid by defendants shall also be included in calculating the Gross Recovery.

If payment of any part of the relief by the City will be in the form of property or services ("In Kind"), the value of such property and services for purposes of calculating the

Gross Recovery shall be calculated based on the present value, as of the time of the settlement, the final arbitration award, or final Court judgment, of the In Kind relief to be received thereafter. The attorneys' fees for the value of the In Kind relief shall be paid out of any initial lump-sum payment by the defendants. If the initial lump sum payment is insufficient to pay the attorney's fees in full, the balance will be paid from subsequent payments on the recovery before any distribution to the City.

If the parties disagree with respect to the value of any In Kind relief, they will proceed as follows: Within thirty (30) days each party will select an appraiser qualified to conduct an appraisal of the value of the In Kind relief. Each party's selected appraiser will thereafter meet and confer. If resolution of the dispute is not reached within sixty (60) days of the initial meet and confer, the appraisers will select a third qualified appraiser within fifteen (15) days. The third appraiser's valuation will be final and binding on the parties.

Notwithstanding the foregoing, if there is *no* money recovery and the City receives In Kind relief, attorney's fees will be based on the value of the In Kind relief, which will be determined through the mutual agreement of the parties. If the parties disagree with respect to the values of any In Kind relief, they will proceed with an appraisal process as set forth above. If there is no money recovery, all attorney's fees and Costs due Special Counsel under this Agreement shall be paid from the City's funds at the time of recovery and collection.

10. Costs. It will be necessary for Special Counsel to incur and advance certain court costs and other types of expenses for the City. These Costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for investigative services; travel expenses (including air fare, ground transportation,

vehicle mileage, lodging and meals); deposition expenses and court reporters fees; outside trial services providers; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal, and miscellaneous copying, postage, shipping, and courier expenses. In addition, it will be necessary to employ expert witnesses. Special Counsel, with prior approval from the City, may employ and pay these expert witnesses, and such expenditures shall be included within Costs. Any single expense anticipated by Special Counsel that exceeds \$15,000 shall require prior approval by the City, and said approval shall not be unreasonably withheld.

The City agrees to reimburse Special Counsel for all reasonable Costs out of its share of the Gross Recovery, after the attorneys' fee specified in paragraph 8 (or paragraph 13, if relevant) has been calculated and deducted.

The City understands that Special Counsel may incur certain expenses, including, for example, expenses for travel, experts, and copying that jointly benefit multiple clients. The City agrees that Special Counsel may divide such expenses among such clients on a reasonable basis, and deduct the City's portion of those expenses from the City's share of any recovery. Special Counsel may, in its discretion, allocate the expenses equally among the relevant clients, pro rata based on each client's share of the relief obtained, or on any other reasonable basis of which all affected clients are fully informed.

In some instances, it may be necessary for Special Counsel to retain special outside counsel to assist on matters other than prosecuting the City's claims as described in paragraph 4 above. Examples of such instances include the following: a defendant may seek bankruptcy protection; a defendant may attempt to

fraudulently transfer some of its assets to avoid paying the City's claim; a complex, multi-party settlement may require an ethics opinion from outside counsel; or a separate lawsuit may need to be filed against a defendant's insurance company. The City agrees that Special Counsel, with written permission of the City, may retain such special outside counsel to represent the City when Special Counsel deems such assistance to be reasonably necessary. In such an instance, the fees of such special outside counsel shall be advanced by Special Counsel, shall be deemed a part of Cost, and as such shall be reimbursed to Special Counsel by the City from its share of the Gross Recovery. If there is no recovery, Special Counsel will be solely responsible for payment of the Cost.

11. Reasonableness. The City and Special Counsel have discussed the reasonableness of the Contingency Fee provided for in this Agreement, as opposed to an hourly rate, a fixed fee, quantum meruit, or some other possible basis for calculating the attorneys' fees to be paid to Special Counsel. The City and Special Counsel agree that under all the circumstances a Contingency Fee is the most reasonable and equitable way to compensate Special Counsel in light of the effort required, the risks to be undertaken in the Litigation, and other applicable factors. The City and Special Counsel further understand that the substantial effort required will not be compensated if there is no recovery. Therefore, the City agrees that it will not contest the reasonableness or fairness of this Contingency Fee contract.

12. Order or Agreement for Payment of Attorney's Fees or Costs by Another Party. If a court orders, or the parties to the dispute agree, that another party shall pay some or all of the City's attorney's fees, costs, or both, Special Counsel shall be entitled to the greater of (a) the

amount of any attorney's fees awarded by the court or included in the settlement or (b) the percentage or other formula applied to the Gross Recovery as set forth in paragraph 8 or, if relevant, paragraph 13.

13. Possible Efforts of Defendants to Invalidate Agreement. The City and Special Counsel are aware that in the past defendants in litigation involving public entities have challenged and sought to invalidate contingency fee arrangements between public entities and outside counsel. The City and Special Counsel believe that any such challenges to this Agreement would lack merit and that this Contingency Fee arrangement as set forth in paragraph 8 is valid and in the public interest. The City agrees to join Special Counsel in opposing any such challenge. However, in the event that this Contingency Fee Agreement is found to be invalid, Special Counsel agrees to continue to represent the City. Under said circumstances, if there is a recovery, Special Counsel shall be compensated based on the reasonable value of its legal services and will be reimbursed for Costs. If there is no recovery, the City will owe nothing for attorneys' fees or Costs.

14. Division of Attorneys' Fees. Special Counsel may divide the attorneys' fees received for the legal services provided under this Agreement with other attorneys or law firms retained as associate counsel and approved by the City in writing. The terms of the division, if any, will be disclosed to the City. The City is informed that, under the Rules of Professional Conduct of the State Bar of Texas, such a division may be made only with the City's written consent after a full disclosure to the City in writing that a division of fees will be made, the identity of the lawyer or law firms involved, the basis upon which fees will be divided, and of the terms of such division. The City will not unreasonably withhold approval of associate counsel

recommended by Special Counsel or unreasonably refuse to consent to a proposed division of fees among counsel.

15. Legal Services Specifically Excluded. Special Counsel does not agree to provide any representation beyond that described in paragraph 4. In particular, the City agrees that Special Counsel has no obligation or responsibility to provide representation in the following matters:

a. Proceedings before any federal, state or municipal administrative or governmental agency, department or board. However, with the City's permission, Special Counsel may elect to appear at such administrative proceedings to protect the City's rights.

b. Defending any legal action against the City commenced by any person in connection with claims brought against the City related to the Litigation.

If the City wishes to retain Special Counsel to provide any legal services not provided under this Agreement, a separate written agreement between Special Counsel and the City will be required, following negotiation of and agreement on the additional compensation to be paid by City for the representation.

16. Authority of Special Counsel: Special Counsel may execute, at his option, all reasonable and necessary court documents connected with the handling of the Litigation. Special Counsel and the City Attorney shall jointly sign the Original Petition. If the City Attorney gives Special Counsel sufficient notice of other documents he/she wishes to jointly sign with Special Counsel, Special Counsel will undertake good faith efforts to accomplish same. Otherwise, Special Counsel may execute all reasonable and necessary documents connected with the handling of

the Litigation. The City's claims will not be settled without obtaining the City's consent.

17. Assignment. This Agreement may not be assigned by Special Counsel. Special Counsel is expressly employed because of its unique skills, ability and experience and, therefore, it is understood that no substitution or assignment may be made unless the City expressly approves such substitution or assignment in writing.

18. Attorneys' Lien. Special Counsel will have a lien to the fullest extent of Texas law for attorneys' fees and Costs on all claims and causes of action that are the subject of its representation of the City under this Agreement and on all proceeds of any recovery collected (whether by settlement, arbitration award, Court judgment, or otherwise).

19. Withdrawal of Attorney. Special Counsel may withdraw as permitted under the Rules of Professional Conduct of the State Bar of Texas. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the City consents, (b) the City's conduct renders it unreasonably difficult for Special Counsel to carry out the employment effectively, or (c) the City fails to pay attorneys' fees or Costs as required by this Agreement. If Special Counsel properly withdraws from representing the City because it is required to do so by the Rules of Professional Conduct, the City agrees to compensate Special Counsel for the reasonable value of the legal services provided, plus reimbursement for Costs. In such a situation, both attorneys' fees and reimbursement of Costs will be paid by the City to Special Counsel at the time of recovery and collection by the City; provided, however, the City is only obligated to compensate Special Counsel if there is a recovery and collection of the recovery.

The City may discharge Special Counsel at any time, with or without cause. If the City discharges Special Counsel before Special Counsel has substantially performed the services necessary to conclude the Litigation as to one or more defendants, as to those defendants, the City agrees to compensate Special Counsel for the reasonable value of the legal services provided plus reimbursement for Costs. If the City discharges Special Counsel after Special Counsel has substantially performed the services necessary to conclude the Litigation as to one or more defendants, Special Counsel shall receive the full fee, plus reimbursement for Costs, as provided by this Agreement, as to each such defendant. Both payment of attorneys' fees and reimbursement of Costs will be paid by the City to Special Counsel at the time of discharge.

20. Settlement. Special Counsel will not settle the City's claims without the approval of the City, which will have the absolute right to accept or reject any settlement. Special Counsel will notify the City promptly of the terms of any settlement offer received by Special Counsel.

21. Confidentiality. This Agreement establishes the relation of attorney-client among the parties hereto. Special Counsel is to hold all money and property of the City in trust for the City's benefit, is not to divulge its confidences, except as permitted or required by the Rules of Professional Conduct. Special Counsel is entitled to the candid cooperation of the City's employees in all matters related to the Litigation.

22. Disclaimer of Guarantee. Although Special Counsel may offer an opinion about possible results regarding the subject matter of this Agreement, Special Counsel cannot guarantee any particular result. The City acknowledges that Special Counsel has made no promises

about the outcome and that any opinion offered by Special Counsel in the future will not constitute a guarantee.

23. Execution. This Agreement is executed in duplicate copies, and a copy signed by Special Counsel and the City is being provided to the City at the time of execution.

24. Entire Agreement. This Agreement fully expressed all understandings of the parties concerning all matters related to their agreement for specialized legal services, and this Agreement constitutes the entire agreement and understanding between the City and Special Counsel for the services to be performed.

SPECIAL COUNSEL:

Baron & Budd, P.C.

By: /s/ Steven D. Wolens
Steven D. Wolens

CITY:

City of San Antonio, a
Municipal Corporation

By: /s/ Michael D. Bernard
Michael D. Bernard
City Attorney

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

[Judgment filed November 29, 2017]

[Mandate issued February 14, 2018]

D.C. Docket No. 5:06-CV-381-OLG

CITY OF SAN ANTONIO, TEXAS, On Behalf of Itself and All
Other Similarly Situated Texas Municipalities,

Plaintiff - Appellee Cross-Appellant

v.

HOTELS.COM, L.P.; HOTWIRE, INCORPORATED;
TRIP NETWORK, INCORPORATED, doing business
as Cheaptickets.com; EXPEDIA, INCORPORATED;
INTERNETWORK PUBLISHING CORPORATION,
doing business as Lodging.Com; ORBITZ, L.L.C.;
PRICELINE.COM, INCORPORATED; SITE59.COM, L.L.C.;
TRAVELOCITY.COM, L.P.; TRAVELWEB, L.L.C.;
TRAVELNOW.COM, INCORPORATED,

Defendants - Appellants Cross-Appellees

Appeals from the United States District Court
for the Western District of Texas

Before BARKSDALE, DENNIS, and CLEMENT, *Circuit
Judges.*

JUDGMENT

This cause was considered on the record on appeal and
was argued by counsel.

It is ordered and adjudged that the judgment of the District Court is vacated and rendered for OTCs.

IT IS FURTHER ORDERED that plaintiff-appellee cross-appellant pay to defendants-appellants cross-appellees the costs on appeal to be taxed by the Clerk of this Court.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed March 6, 2018]

CIVIL NO. SA-06-CA-381-OG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS, On behalf of itself
and all other similar situated Texas cities,

Plaintiffs

v.

HOTELS.COM, L.P., *et al.*,

Defendants.

DEFENDANTS' MOTION FOR
ENTRY OF FINAL JUDGMENT

Defendant online travel companies¹ hereby move for entry of Final Judgment, as follows: On November 29,

¹ The defendant online travel companies are Expedia, Inc., Hotels.com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp. (d/b/a Lodging.com), Orbitz, LLC, priceline.com Incorporated (n/k/a Booking Holdings Inc.), Site59.com, LLC, TravelNow.com, Inc., Travelocity.com L.P., Travelweb LLC, and Trip Network, Inc. (d/b/a Cheaptickets.com) (referred to collectively as "OTCs").

Plaintiffs are the Cities of San Antonio as lead plaintiff and 172 other Texas cities: Abilene, Addison, Alice, Alvin, Amarillo, Angleton, Aransas Pass, Argyle, Austin, Azle, Balch Springs, Baytown, Beaumont, Bedford, Bellville, Benbrook, Big Spring, Boerne, Borger, Brenham, Bridge City, Bridgeport, Bryan, Burkburnett, Burleson, Canyon, Carrollton, Castroville, Cedar Hill, Cedar Park, Cleburne,

2017, the United States Court of Appeals for the Fifth Circuit decided the parties' cross-appeals. The Fifth Circuit vacated the judgment of the District Court and rendered judgment for the OTCs, holding that the OTCs are not liable for hotel occupancy taxes as a matter of law. On February 6, 2018, the Fifth Circuit denied Plaintiffs' petitions for rehearing. The Fifth Circuit's mandate issued on February 14, 2018 awarding the OTCs their costs on appeal.

Accordingly, pursuant to the Fifth Circuit's mandate, the OTCs hereby move for an order entering Final Judgment in favor of the OTCs, releasing all supersedeas bonds, and awarding costs to the OTCs as the prevailing

Cleveland, Coleman, College Station, Colleyville, Columbus, Commerce, Conroe, Coppell, Copperas Cove, Corpus Christi, Corsicana, Dallas, Decatur, Deer Park, Denton, DeSoto, Dickinson, Duncanville, Eagle Pass, Edinburg, El Paso, Euless, Fairview, Farmers Branch, Flatonia, Flower Mound, Forest Hill, Forney, Fort Stockton, Fort Worth, Fredericksburg, Friona, Frisco, Gainesville, Garland, Georgetown, Gonzales, Grand Prairie, Granbury, Grapevine, Greenville, Groves, Haltom City, Harker Heights, Haslet, Hedwig Village, Henrietta, Hidalgo, Hillsboro, Humble, Hurst, Ingleside, Irving, Jersey Village, Junction, Kaufman, Kerrville, Kilgore, Killeen, La Feria, La Marque, La Porte, Lacy-Lakeview, Lake Dallas, Lake Jackson, Lancaster, Laredo, League City, Lewisville, Lockhart, Longview, Lorena, Lubbock, Mansfield, Marble Falls, Marshall, McAllen, McKinney, Mesquite, Mexia, Midland, Mission, Mount Pleasant, Muleshoe, Nacogdoches, Nassau Bay, New Braunfels, North Richland Hills, Odessa, Palestine, Pasadena, Pearland, Pharr, Port Aransas, Port Arthur, Red Oak, Richardson, River Oaks, Rockport, Rockwall, Rosenberg, Round Rock, Rowlett, Saginaw, San Angelo, San Marcos, Sanger, Santa Fe, Schertz, Seabrook, Sealy, Seguin, Selma, Shenandoah, Sherman, Sonora, South Houston, Stafford, Stephenville, Sugar Land, Temple, Terrell, Texarkana, Texas City, Tomball, Tyler, Universal City, Victoria, Vidor, Waco, Weatherford, Webster, Weimar, Westlake, Wharton, White Settlement, Whitney, Wichita Falls, Winnsboro, Wolfforth and Wylie (referred to collectively as "the Cities").

parties. A proposed Second Amended Final Judgment is submitted for the Court's convenience and consideration.

Dated: March 6, 2018

Respectfully submitted,

/s/ Les J. Strieber

Ricardo G. Cedillo

Texas Bar No. 04043600

Les J. Strieber III

Texas Bar No. 19398000 McCombs

Plaza, Suite 500

755 East Mulberry Avenue

San Antonio, Texas 78212

(210) 822-6666

(210) 822-1151

rcedillo@lawdem.com

lstrieber@lawdem.com

Attorneys for all Defendants

Stacy Horth-Neubert

SKADDEN, ARPS, SLATE,

MEAGHER & FLOM LLP

300 South Grand Avenue,

Suite 3400

Los Angeles, CA 90071-3144

Stacy.Horth-neubert@skadden.com

Attorneys for priceline.com

Incorporated (n/k/a Booking

Holdings Inc.) and Travelweb, LLC

Brian S. Stagner

KELLY HART & HALLMAN LLP

201 Main Street, Suite 2500

Fort Worth, Texas 76102

(817) 878-3540
brian.stagner@kellyhart.com
*Attorneys for Travelocity.com, LP;
Travelocity.com Inc., and
Site 59.com LLC*

Deborah S. Sloan (pro hac vice)
Texas Bar No. 00786230
JONES DAY
2727 North Harwood Street
Dallas, Texas 75201
(214) 220-3939
(214) 969-5100
dsloan@Jonesday.com

*Attorneys for Hotels.com L.P.,
Hotels.com GP, LLC, Hotwire, Inc.,
Expedia, Inc. and Travelnow.com,
Inc.*

Elizabeth B. Herrington
(pro hac vice)
Tedd M. Warden (pro hac vice)
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker
Chicago, Illinois 60601
(312) 324-1000
Beth.herrington@morganlewis.com
Tedd.warden@morganlewis.com
*Attorneys for Orbitz, Inc., Orbitz,
LLC, Internetnetwork Publishing Corp.
(d/b/a Lodging.com), and Trip
Network, Inc. (d/b/a
Cheaptickets.com)*

CERTIFICATE OF CONFERENCE

Defendants certify that Brian Stagner, counsel for OTCs, communicated with Gary Cruciani, counsel for the

Cities, in an attempt to reach agreement on a proposed Final Judgment. On February 22, 2018, Mr. Stagner emailed Mr. Crusiani the proposed Second Amended Final Judgment, and followed up with Mr. Cruciani on February 28, 2018 and March 2, 2018. Ultimately, Mr. Cruciani did not respond to Mr. Stagner's inquiries.

/s/ Les J. Strieber

Les J. Strieber

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed March 6, 2018]

CIVIL NO. SA-06-CA-381-OG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS, On behalf of itself
and all other similar situated Texas cities,

Plaintiffs

v.

HOTELS.COM, L.P., *et al.*,

Defendants.

[PROPOSED] SECOND AMENDED
FINAL JUDGMENT

All prior judgments, including this Court's original and amended final judgments and all related findings of fact and conclusions of law are hereby vacated and superseded by this Second Amended Final Judgment entered after the resolution of appeals to the United States Court of Appeals for the Fifth Circuit, as follows:

The City of San Antonio, Texas filed suit on May 8, 2006 on behalf of Texas cities seeking to hold defendant online travel companies Expedia, Inc., Hotels.com, L.P., Hotwire, Inc., Internetnetwork Publishing Corp. (d/b/a Lodging.com), Orbitz, LLC, priceline.com Incorporated (n/k/a Booking Holdings Inc.), Site59.com, LLC, TravelNow.com, Inc., Travelocity.com L.P., Travelweb

LLC, and Trip Network, Inc. (d/b/a Cheaptickets.com) (referred to collectively as “OTCs”) liable for hotel occupancy taxes.² (Dkt. # 1) The Court certified a class ultimately consisting of the City of San Antonio as lead plaintiff and 172 other Texas cities: Abilene, Addison, Alice, Alvin, Amarillo, Angleton, Aransas Pass, Argyle, Austin, Azle, Balch Springs, Baytown, Beaumont, Bedford, Bellville, Benbrook, Big Spring, Boerne, Borger, Brenham, Bridge City, Bridgeport, Bryan, Burkburnett, Burleson, Canyon, Carrollton, Castroville, Cedar Hill, Cedar Park, Cleburne, Cleveland, Coleman, College Station, Colleyville, Columbus, Commerce, Conroe, Coppell, Copperas Cove, Corpus Christi, Corsicana, Dallas, Decatur, Deer Park, Denton, DeSoto, Dickinson, Duncanville, Eagle Pass, Edinburg, El Paso, Euless, Fairview, Farmers Branch, Flatonia, Flower Mound, Forest Hill, Forney, Fort Stockton, Fort Worth, Fredericksburg, Friona, Frisco, Gainesville, Garland, Georgetown, Gonzales, Grand Prairie, Granbury, Grapevine, Greenville, Groves, Haltom City, Harker Heights, Haslet, Hedwig Village, Henrietta, Hidalgo, Hillsboro, Humble, Hurst, Ingleside, Irving, Jersey Village, Junction, Kaufman, Kerrville, Kilgore, Killeen, La Feria, La Marque, La Porte, Lacy-Lakeview, Lake Dallas, Lake Jackson, Lancaster, Laredo, League City, Lewisville, Lockhart, Longview, Lorena, Lubbock, Mansfield, Marble Falls, Marshall, McAllen, McKinney, Mesquite, Mexia, Midland, Mission, Mount Pleasant, Muleshoe, Nacogdoches, Nassau Bay, New Braunfels,

² Plaintiffs voluntarily dismissed the following defendants, originally named in the pleadings: Hotels.com, G.P., LLC (Dkt. # 913), Lowestfare.com Incorporated (n/k/a Lowestfare.com LLC) (Dkt. # 912), Orbitz, Inc. (Dkt. # 901), Travelocity.com, Inc. (Dkt. # 926), Maupintour Holdings, LLC (Dkt. # 249), Cendant Travel Distribution Services, Group, Inc., Cendant Corporation and IAC/Interactive Corp. (Dkt. # 15).

North Richland Hills, Odessa, Palestine, Pasadena, Pearland, Pharr, Port Aransas, Port Arthur, Red Oak, Richardson, River Oaks, Rockport, Rockwall, Rosenberg, Round Rock, Rowlett, Saginaw, San Angelo, San Marcos, Sanger, Santa Fe, Schertz, Seabrook, Sealy, Seguin, Selma, Shenandoah, Sherman, Sonora, South Houston, Stafford, Stephenville, Sugar Land, Temple, Terrell, Texarkana, Texas City, Tomball, Tyler, Universal City, Victoria, Vidor, Waco, Weatherford, Webster, Weimar, Westlake, Wharton, White Settlement, Whitney, Wichita Falls, Winnsboro, Wolfforth and Wylie (referred to collectively as “the Cities”). (Dkt. # 74, Exh. A)

The Cities sought to recover money damages for allegedly unpaid or underpaid hotel occupancy taxes and a declaration that the OTCs are required to collect and remit hotel occupancy taxes to the Cities on amounts paid to the OTCs by travelers making hotel reservations on OTC websites. The Cities also asserted common law and equitable claims for conversion, money had and received, and constructive trust.

Final judgments, including damages awards, interest and penalties, were entered by this Court in favor of the Cities after a jury trial. (Dkt. # 1002, 1155, 1219) The OTCs were ordered to post supersedeas bonds and execution of judgment was stayed pending appeal. The OTCs appealed the judgment to the United States Court of Appeals for the Fifth Circuit and the Cities filed a cross-appeal related to interest and penalties.

On November 29, 2017, the Fifth Circuit vacated the district court’s judgment and rendered judgment in favor of the OTCs, holding that the OTCs are not liable for hotel occupancy taxes as a matter of law. After denying motions for rehearing, the Fifth Circuit issued a mandate returning this matter to this Court.

All issues now being fully adjudicated and resolved, the Court hereby enters its Second Amended Judgment fully disposing of all issues, releasing all supersedeas bonds and awarding costs to the OTCs as prevailing parties.

1. IT IS ORDERED, Adjudged, and Decreed that the Cities take nothing in this lawsuit.

2. IT IS FURTHER ORDERED, Adjudged, and Decreed that costs shall be taxed against the Cities in favor of the OTCs pursuant to 28 U.S.C. § 1920, Fed. R. Civ. P. 54, and Fed. R. App. P. 39.

3. IT IS FURTHER ORDERED, Adjudged, and Decreed that the OTCs are awarded post-judgment interest on costs pursuant to 28 U.S.C. § 1961.

4. IT IS FURTHER ORDERED, Adjudged, and Decreed that supersedeas bonds posted by the OTCs are hereby released in favor of the OTCs.

IT IS SO ORDERED this ____ day of _____, 2018.

ORLANDO L. GARCIA
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed March 19, 2018]

CIVIL ACTION NO. SA-06-CA-381-OG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

PLAINTIFFS' ADVISORY REGARDING
DEFENDANTS' MARCH 6, 2018 MOTION
FOR ENTRY OF FINAL JUDGMENT

On March 6, 2018, Defendants filed their Motion for Entry of Final Judgment (the "Motion"). Dkt. #1331.

Plaintiffs advise the Court that they have no opposition as to the form of the Proposed Judgment.

Dated: March 19, 2018.

Respectfully submitted,

By: */s/ Gary Cruciani*

Steven D. Wolens

Texas Bar No. 21847600

Gary Cruciani

Texas Bar No. 05177300

Michael P. Fritz

Texas Bar No. 24036599

McKOOL SMITH, P.C.

300 Crescent Court Suite 1500

Dallas, Texas 75201

(214) 978-4000

(214) 978-4044 (Fax)

Andrew Segovia

Texas Bar No. 24103187

ACTING CITY ATTORNEY

City Hall, Third Floor

100 South Flores

San Antonio, Texas 78205

(210) 207-8944

Laura J. Baughman

Texas Bar No. 00791846

Thomas M. Sims

Texas Bar No. 24013518

BARON & BUDD, P.C.

3102 Oak Lawn Avenue,

Suite 1100

Dallas, Texas 75219

(214) 521-3605

Frank Herrera, Jr.

The Herrera Law Firm

Texas Bar No. 09531000

1800 W. Commerce Street

San Antonio, Texas 78207

(210) 224-1054

(210) 228-0887 (Fax)

112

Ferdinand F. Fisher, III
Texas Bar No. 24007183
Law Offices of Trey
Martinez Fischer
104 Babcock Road
San Antonio, Texas 78201
(210) 224-6000
(210) 229-8222 (Fax)

ATTORNEYS FOR PLAINTIFFS

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 9, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF LES J. STRIEBER IN
SUPPORT OF THE ONLINE TRAVEL COMPANY
DEFENDANTS' BILL OF COSTS

I, Les J. Strieber III, state and declare:

1. My name is Les J. Strieber III. I am over 21 years of age. I am an attorney at Davis, Cedillo & Mendoza, Inc. and counsel for Expedia, Inc., Hotels.com, L.P., Hotels.com GP, LLC., Hotwire, Inc., Expedia, Inc., Priceline.com, Lowestfare.com, Inc., Travelweb LLC, Internetwork Publishing Corp. (d/b/a Lodging.com), Orbitz, Inc., Orbitz, LLC, TravelNow.com, Inc., and Trip Network, Inc. (d/b/a Cheaptickets.com), Internetwork Publishing Corp. (dba Lodging.com), (collectively, the "Companies") in this action. The facts stated in this Declaration are based on my personal knowledge or based

on documents maintained by Davis, Cedillo & Mendoza, Inc., and they support the submission of the Bill of Costs for the Online Travel Company Defendants. If called upon to testify, I could competently testify to such facts.

2. Attached hereto as Exhibit A is a true and correct copy of a Davis, Cedillo & Mendoza, Inc. credit receipt dated May 6, 2016 in the amount of \$505.00 for payment of the district court clerk fee for filing the notice of appeal (see Dkt. #1223), which is a taxable cost per 28 U.S.C. § 1920(1); FED. R. APP. P. 39(e)(4).

3. There is no Exhibit B attached hereto.

4. Attached hereto as Exhibit C are true and correct copies of invoices paid by Davis, Cedillo & Mendoza, Inc., for fees incurred for printed or electronically recorded transcripts necessarily obtained for use in the case, totaling \$40,355.55, which costs are taxable per 28 U.S.C. § 1920(2); see FED. R. APP. P. 39(e)(1) (preparation and transmission of the record); FED. R. APP. P. 39(e)(2) (reporter's transcript to determine the appeal). This total amount includes, for example, \$31,210.00 in fees arising from daily trial transcripts which amount was necessarily incurred for use in the case.¹ The daily trial transcripts were used and/or referenced during trial before an official court reporter transcript was available to the parties or the Court. Moreover, this case involved a four week jury trial with multiple witnesses and numerous exhibits. As such, the daily trial transcripts were necessary for use by

¹ Plaintiffs also sought \$31,210.00 in fees on the basis that such fees were necessarily obtained for use in the case. Dkt. #1238 (Bill of Costs by the City of San Antonio); Dkt. #1314 at 11 (noting, among other reasons, that “[t]he trial of this case necessitated expedited, daily transcripts . . . involved a lengthy (i.e., four-week) and complex jury trial and the presentation of many witnesses, both live and by deposition.”).

counsel as part of their ongoing trial work. Next, this total amount also includes, among other fees, \$470.80 in transcript fees arising from the November 2, 2006 Motion to Dismiss and Motion to Certify Class pretrial hearing and \$982.80 in transcript fees for the May 16-17, 2007 Class Certification Evidentiary pretrial hearing.² These two pre-trial hearings addressed key issues involving multiple parties. On May 17, 2007, the Court instructed the parties to reference the class certification hearing record as follows:

Okay. Now what I am going to do, or we're going to do is we're going to get a copy of the transcript be provided to all the parties. The parties then will submit any new brief that they wish referencing the transcript and the authorities. I know each of you have already submitted excellent briefs with authorities, but let this be the final brief as to the issue of class certification. So the brief will contain references to the record
....

- May 17, 2007 Transcript of Plaintiff's Motion to Certify Class, at p. 354; see May 21, 2007 Order (Dkt. 197) at (ordering all parties to file a supplemental, post hearing brief "within twenty-one (21) days from the date they receive the transcript of the hearing.").

As such, transcripts from these hearings were necessarily obtained for use in the case and not merely for the convenience of counsel. Next, this total amount also includes \$2,182.50 in fees incurred for printed or

² These amounts were also sought by Plaintiffs as fees necessarily obtained for use in the case. Dkt. #1238; Dkt. #1314 at 9-10. The Online Travel Company Defendants only seek to recover the costs for a single set of transcripts.

electronically recorded transcripts for hearings dated March 16, 2007, April 28 2009, September 23, 2009, October 1, 2009, June 24, 2010, July 6, 2011, May 3, 2012 necessarily obtained for use in the case. This total amount also includes \$408.00 in fees incurred for the printed or electronically recorded transcript of the Daubert hearing dated August 7, 2009 also necessarily obtained for use in this case for further development and efficient presentation of the issues to the Court. Included in Exhibit C are true and correct copies of invoices for these expenses paid by Davis, Cedillo & Mendoza, Inc. The transcripts of these hearings were necessary for further development of the case and efficient presentation to the Court of related and relevant issues presented during the trial of the case through multiple bench briefs and conferences with the Court and not simply for the convenience of the parties. In addition to the above amounts, also included in Exhibit C are true and correct copies of invoices paid by Davis, Cedillo & Mendoza, Inc. for fees incurred for printed or electronically recorded deposition transcripts of Gary Johnson, Philip Harris, Benard Anton Gorzell, Jr., Steve De La Haya, and Mike Martinez, totaling \$5,101.45. These deposition transcripts were necessarily obtained for use in this case. For example, all five of these witnesses appeared on Defendants' Joint Preliminary Deposition Designations for purposes of trial. Dkt. 709.

5. Attached hereto as Exhibit D are true and correct copies of invoices paid by Davis, Cedillo & Mendoza, Inc., for fees incurred for outside copy vendor fees that total \$69,003.55. These copy expenses were necessary for use in the course of this complex litigation and during the trial of this case and include document reproduction, and electronic discovery production costs, all of which were for the efficient and timely presentation required and requested by this Court..

6. There is no Exhibit E attached hereto.
7. There is no Exhibit F attached hereto.
8. Attached hereto as Exhibit G is a true and correct summary of the above-described costs incurred by the Companies and included as part of the Bill of Costs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of April, 2018, in San Antonio, Texas.

/s/ L J. Strieber
L J. Strieber III
Texas State Bar No. 19398000
DAVIS, CEDILLO &
MENDOZA, INC.
McCombs Plaza, Suite 500
755 E. Mulberry Avenue
San Antonio, Texas 78212
Telephone: (210) 822-6666
Facsimile: (210) 822-1151
Email: lstrieber@lawdcm.com

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 9, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF TAMARA MARINKOVIC
HINES IN SUPPORT OF
THE ONLINE TRAVEL COMPANY DEFENDANTS'
BILL OF COSTS

I, Tamara Marinkovic Hines, state and declare:

1. My name is Tamara Marinkovic Hines. I am over 21 years of age. I am an attorney at Jones Day and counsel for Expedia, Inc., Hotels.com, L.P., Hotwire, Inc., TravelNow.com, Inc. (collectively, the “Expedia Companies”) and Internetwork Publishing Corp. (d/b/a Lodging.com), Orbitz, LLC,. and Trip Network, Inc. (d/b/a Cheaptickets.com) (collectively, the “Orbitz Companies”) in this action. The facts stated in this Declaration are based on my personal knowledge or on documents maintained by Jones Day or the Expedia

Companies and reviewed by me for accuracy. If called upon to testify, I could competently testify to such facts.

2. All of the costs and expenses identified in this Declaration and the supporting attachments were paid directly by the Expedia Companies or the Orbitz Companies or were paid indirectly by the Expedia Companies through their reimbursement of Jones Day. The Companies are out-of-pocket all such costs and expenses.

3. There is no Exhibit A compiling “Fees of the Clerk” from the Court’s Bill of Costs form attached hereto.

4. Attached hereto as Exhibit B are true and correct copies of invoices paid by Jones Day totaling \$632.50, for payments for service of process of third parties in this action, which are costs taxable per 28 U.S.C. §1920(1).¹

5. Attached hereto as Exhibit C are true and correct copies of invoices paid by Jones Day and a Cost Detail Report generated from the Jones Day billing system, for fees incurred for printed or electronically recorded transcripts necessarily obtained for use in the case, totaling \$54,090.07, which costs are taxable per 28 U.S.C. §1920(2).² By way of example, Plaintiffs’ counsel noticed and took six (6) depositions of the Expedia Companies’ witnesses leading up to the two-day evidentiary class certification hearing in May 2007.³ Then, the Court

¹ Plaintiffs also sought payment for service of process fees. Dkt. #1238.

² This category of fees were also sought by the Plaintiffs as fees necessarily obtained for use in the case. Dkt. #1238; Dkt. #1314 at 3-7.

³ Specifically, the depositions of Joe Selsavage (taken 2/28/2007); Jack Richards (taken 2/21/2007); Jessie Mickle (taken 2/20/2007); Tim MacDonald (taken 2/27/2007); Andy Assante (taken 1/31/2007); and Doug Andersen (taken 1/30/2007).

ordered the parties to file deposition excerpts (i.e., DVD video clips) and objections, if any, on or before June 8, 2007. Dkt. #197; see Dkt. #202. As such, both stenographic and video versions of the depositions were necessary for use in the case. Ultimately, the parties were required to submit DVD clips and identify by page and line number, from the stenographic transcripts, any objections to testimony. After the class was certified, Plaintiffs noticed and took thirty-four (34) more depositions of thirty-two (32) different Expedia Companies' or Expedia Companies' related witnesses.⁴ The Plaintiffs also noticed and took depositions of various third-party witnesses such as witnesses from La Quinta, Hyatt, Hilton, IHG and Starwood.⁵ Then, in March and April 2009, over forty (40) deposition transcripts were cited as part of the summary

⁴ Specifically, the depositions of : John Allan (taken 9/15/2009); Clem Bason (taken 7/30/2009); Erik Blachford (taken 3/5/2009); Scott Booker (taken 2/6/2009); Paul Brown (taken 7/29/2009); Paul Brown (taken 9/18/2009); Barry Diller (taken 9/11/2009); Steve Dumaine (taken 9/4/2009); Steve Ednie (taken 3/13/2009); Brian Ferguson (taken 8/11/2009); Lloyd Frink (taken 3/11/2009); John Hubbs (taken 7/31/2009); Rita Jones (taken 2/12/2009); Dara Khosrowshahi (taken 9/21/2009); Scott Langfeldt (taken 9/4/2009); Dan Lynn (taken 8/11/2009); Tim MacDonald (taken 8/25/2009); Melissa Maher (taken 5/6/2009); Matt Mancuso (taken 2/13/2009); Howard Mendelsohn (taken 8/20/2009); Jessie Mickle (taken 9/9/2009); Hari Nair (taken 2/5/2009); Karl Peterson (taken 2/13/2009); Alan Pickerall (taken 8/25/2009); Spencer Rascoff (taken 3/10/2009); Brian Regan (taken 8/28/2009); Michael Reichartz (taken 5/6/2009); Dan Robillard (taken 8/26/2009); Joe Selsavage (taken 7/30/2009); Harvey Smallheiser (taken 3/12/2009); Greg Stanger (taken 3/4/2009); Timothy Whelan (taken 3/12/2009); Timothy Whelan (taken 8/27/2009); and Patricia Zuccotti (taken 8/26/2009).

⁵ Specifically, the depositions of: Andrew Rubinacci (IHG: taken 8/26/2009); Ted Schweitzer (La Quinta: taken 8/7/2009); Jennifer Ginty (Hyatt: taken 9/10/2009); and Mitchell Byrk (Starwood: taken 9/3/2009).

judgment briefing before the Court, including nine (9) of the Expedia Companies' witnesses.⁶

As part of their pre-trial submissions, on August 3, 2009, Plaintiffs filed a forty (40) page list of Preliminary Deposition Designations from twenty-four (24) different depositions for purposes of the October 2009 trial, including seven (7) of the Expedia Companies' witnesses.⁷ Dkt. #712. The Plaintiffs "expressly reserve[d] the right to supplement, amend, or otherwise modify these designations based on circumstances as they may evolve prior to the commencement of trial." Dkt. #712. In addition, on August 3, 2009, the Online Travel Company Defendants identified Preliminary Deposition Designations for another five (5) depositions not appearing on the Plaintiffs' August 3, 2009 list. Dkt. #709. Then, on October 3, 2009, Plaintiffs filed their 162 page Amended Final Deposition Designations. Dkt. #884. This amended list was filed four days before the start of trial. Dkt. #911 (minute entry noting October 7, 2009 start of trial proceedings).

The number of Expedia Companies' (and Expedia Companies' related) witnesses from whom testimony was designated increased to thirty-five (35) witnesses, from forty (40) separate deposition transcripts.⁸ Ultimately,

⁶ Specifically, the depositions of: Doug Andersen (taken 1/30/2007); Scott Booker (taken 2/6/2009); Matt Mancuso (taken 2/13/2009); Jessie Mickle (taken 2/20/2007); Hari Nair (taken 2/25/2009); Spencer Rascoff (taken 3/10/2009); Joe Selsavage (taken 2/28/2007); Harvey Smallheiser (taken 3/12/2009); and Timothy Whelan (taken 3/12/2009).

⁷ Specifically, the depositions of: Doug Andersen (taken 1/30/2007); Andy Assante (taken 1/31/07); Tim MacDonald (taken 2/27/2007); Jessie Mickle (taken 2/20/2007); Michael Reichartz (taken 5/6/2009); Jack Richards (taken 2/21/2007); and Joe Selsavage (taken 2/28/2007);

⁸ Specifically, the depositions of: John Allan (taken 9/15/09); Doug Anderson (taken 1/30/07); Andy Assante (taken 1/31/07); Clem Bason

forty (40) witnesses testified at trial either live or by video deposition.⁹ Of those forty trial witnesses, sixteen (16) were Expedia Companies' or Expedia Companies' related witnesses whose trial testimony was provided from eighteen (18) different depositions.¹⁰

The above examples illustrate the manner in which these fees were incurred for printed or electronically

(taken 7/30/09); Erik Blachford (taken 3/5/09); Scott Booker (taken 2/6/09); Paul Brown (taken 7/29/09); Paul Brown (taken 9/18/09); Barry Diller (taken 9/11/09); Steve Dumaine (taken 9/4/09); Steve Ednie (taken 3/13/09); Brian Ferguson (taken 8/11/09); Lloyd Frink (taken 3/11/09); John Hubbs (taken 7/30/09); Rita Jones (taken 2/12/09); Dara Khosrowshahi (taken 9/21/09); Scott Langfeldt (taken 9/4/09); Dan Lynn (taken 8/11/09); Tim MacDonald (taken 2/27/07); Tim MacDonald (taken 8/25/09); Melissa Maher (taken 5/6/09); Matt Mancuso (taken 2/13/09); Howard Mendelsohn (taken 8/20/09); Jessie Mickle (taken 2/20/07); Jessie Mickle (taken 9/9/09); Hari Nair (taken 2/5/09); Karl Peterson (taken 2/13/09); Alan Pickerall (taken 8/25/09); Spencer Rascoff (taken 3/10/09); Brian Regan (taken 8/28/09); Michael Reichartz (taken 5/6/09); Jack Richards (taken 2/21/07); Dan Robillard (taken 8/26/09); Joe Selsavage (taken 2/28/07); Joe Selsavage (taken 7/30/09); Harvey Smallheiser (taken 3/12/09); Greg Stanger (taken 3/4/09); Tim Whelan (taken 3/12/09); Tim Whelan (taken 8/27/09); and Patricia Zuccotti (taken 8/26/09).

⁹ Exhibit C-1 (listing witnesses who testified live or by video at trial). Moreover, in connection with motion practice arising from the Plaintiffs' previously submitted Bill of Costs, both sides provided examples of the manner in which the dozens of depositions taken in this matter have been used in this case. Dkt. # 1247; Dkt.#1314.

¹⁰ Specifically, the depositions of: Doug Anderson (taken 1/30/07); Clem Bason (taken 7/30/09); Paul Brown (taken 7/29/09); Paul Brown (taken 9/18/09); Barry Diller (taken 9/11/09); Steve Ednie (taken 3/13/09); John Hubbs (taken 7/30/09); Dara Khosrowshahi (taken 9/21/09); Dan Lynn (taken 8/11/09); Matt Mancuso (2/12/09); Howard Mendelsohn (taken 8/20/09); Jessie Mickle (taken 2/20/07); Hari Nair (taken 2/6/09); Karl Peterson (taken 2/12/09); Jack Richards (taken 2/27/07); Joe Selsavage (taken 7/30/09); Joe Selsavage (taken 2/28/07); and Harvey Smallheiser (taken 3/12/09).

recorded transcripts necessarily obtained for use in the case.

6. Attached hereto as Exhibit D are true and correct copies of invoices paid by Jones Day and a Cost Detail Report generated from the Jones Day billing system for exemplification and copies of papers necessarily obtained for use in the case, which are costs taxable per 28 U.S.C. § 1920(4), as well as fees and disbursements for printing, which are costs taxable per 28 U.S.C. § 1920(3), totaling \$70,947.26.¹¹ These printing and copying costs were necessarily incurred to obtain documents for use in the case. These costs include, for example, copies made in connection with and material requested by the Court following the May 16-17, 2007 class certification evidentiary hearing. *See* Dkt. #196, #197. As a further example, these costs also include copies of trial exhibits. This total cost does *not* include and the Expedia Companies are *not* seeking internal copying charges invoiced by Jones Day and paid by the Expedia Companies in the approximate amount of \$26,000.

7. Attached hereto as Exhibit E is a true and correct copy of the Bill of Costs from the Fifth Circuit Court of Appeals reflecting an award of \$905.60 to the Online Travel Company Defendants pursuant to the Mandate of the Court of Appeals. Dkt. #1332-1.

8. Attached hereto as Exhibit F are true and correct copies of invoices totaling \$1,265,192.00 and paid by the Expedia Companies and the Orbitz Companies for premiums arising from the supersedeas bonds procured for this matter pursuant to this Court's April 12, 2013 Order Approving Supersedeas Bonds. (Dkt. #1157. The premiums paid for the supersedeas bonds were required to secure a stay of execution of the proceeding and to

¹¹ Plaintiffs also sought payment for such fees. Dkt. #1238.

preserve the companies' rights pending appeal. These costs are taxable per FED. R. APP. P. 39(e)(3).

9. Attached hereto as Exhibit G is a true and correct summary of the above-described incurred costs included as part of the Bill of Costs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of April, 2018, in Dallas, Texas.

/s/ Tamara Marinkovic Hines
Tamara Marinkovic Hines
Texas State Bar No. 00791175
JONES DAY
2727 North Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100
Email: tmhines@jonesday.com

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 9, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF ELIZABETH HERRINGTON
IN SUPPORT OF THE ONLINE TRAVEL
COMPANY DEFENDANTS' BILL OF COSTS

I, Elizabeth Herrington, state and declare:

1. My name is Elizabeth Herrington. I am over 21 years of age. I am a partner at Morgan, Lewis & Bockius LLP ("Morgan Lewis"). Prior to January 2016, I was a partner at McDermott, Will & Emery LLP ("McDermott Will"). I have served as counsel of record for Orbitz, LLC, TripNetwork, Inc. (d/b/a Cheap Tickets.com), and Internetnetwork Publishing Corp., Inc. (d/b/a Lodging.com) (together, the "Companies") in this action. The facts stated in this Declaration are based on my personal knowledge or on documents maintained by the Companies and reviewed by me for accuracy based on my personal

knowledge. If called upon to testify, I could competently testify to such facts.

2. All of the costs and expenses identified in this Declaration and the supporting attachments were paid directly by the Companies or were paid indirectly by the Companies through their reimbursement of McDermott Will (the law firm that originally represented the Companies in this case). The Companies are out-of-pocket all such costs and expenses.

3. There is no Exhibit A compiling “Fees of the Clerk” from the Court’s Bill of Costs form attached hereto.

4. There is no Exhibit B compiling “Fees for service of summons and subpoena” from the Court’s Bill of Costs form attached hereto.

5. Attached as Exhibit C are true and correct copies of invoices paid by McDermott Will, and reimbursed by the Companies, for fees incurred for printed or electronically recorded transcripts necessarily obtained for use in the case, totaling \$15,049.22, which are taxable per 28 U.S.C. § 1920(2).¹ For example, Plaintiffs noticed and took five depositions of the Companies’ witnesses leading up to the class certification hearing in May 2007.² Then, the Court ordered the parties to file deposition excerpts (*i.e.*, DVD video clips) and objections, if any, by June 8, 2007. Dkt. #197; *see* Dkt. #202. As such, both stenographic and video versions of the depositions were necessary for use in the case. Ultimately, the parties were required to submit DVD clips and to identify by page and line number, from the

¹ These categories of fees were also sought by Plaintiffs as fees necessarily obtained for use in the case. Dkt. #1238; Dkt. #1314 at 3-7.

² Specifically, Jeffrey Eckerling (2/5/2007); Philip Dunham (2/7/2007); Amy Swarthout (2/8/2007); Mark Tumel (2/8/2007); and Peggy Bianco (2/9/2007).

stenographic transcripts, any objections to testimony. After class certification, Plaintiffs took six more depositions of the Companies' witnesses,³ as well as depositions of third-party hotel witnesses from La Quinta, Hyatt, Hilton, IHG, and Starwood.⁴ Then, in March and April 2009, thirty-six deposition transcripts were cited as summary judgment evidence, including six of the Companies' witnesses.⁵ Later, on August 3, 2009, Plaintiffs filed a 40-page list of Preliminary Deposition Designations from twenty-four different depositions for purposes of the October 2009 trial, including four of the Companies' witnesses.⁶ Dkt. #712. In addition, on August 3, 2009, Defendants identified Preliminary Deposition Designations for another four depositions not appearing on Plaintiffs' August 3, 2009 list. Dkt. #709. Ultimately, forty witnesses testified at trial either live or via video deposition.⁷ Five of these were witnesses for the

³ Specifically, John Bosshart (7/29/2009); Jeff Eckerling (7/24/2009); Eric Craig (7/23/2009); Melanie Ryan (7/23/2009), Andrew Solomon (8/24/2009), and Robert Garcia (9/25/2009).

⁴ Specifically, Andrew Rubinacci (IHG, 8/26/2009); Ted Schweitzer (La Quinta, 8/7/2009); Jennifer Ginty (Hyatt, 9/10/2009); and Mitchell Byrk (Starwood, 9/3/2009).

⁵ Specifically, Jeffrey Eckerling (2/5/2007); Phillip Dunham (2/7/2007); Amy Swarthout (2/8/2007); Peggy Bianco (2/9/2007); Julie Szudarek (12/12/2008); and John Bosshart (12/11/2008).

⁶ Specifically, Peggy Bianco (2/9/2007); Philip Dunham (2/7/2007); Jeffrey Ecklering (2/5/2007); and Amy Swarthout (2/8/2007).

⁷ Exhibit C-1. Moreover, in connection with motion practice arising from Plaintiffs' previously submitted Bill of Costs, both sides provided examples of the manner in which the dozens of depositions taken in this matter have been used in this case. Dkt. #1247; Dkt. #1314.

Companies, with testimony offered from five different depositions.⁸

The above examples illustrate the manner in which these fees were incurred for printed or electronically recorded transcripts necessarily obtained for use in the case. Of the twenty witnesses for whom the Companies seek recovery of depositions costs, eleven testified at trial. Of the remaining nine, six were listed on Plaintiffs' Final Amended Witness List for trial, complete with deposition designations for each. Dkt. #884. The remaining witness, Dr. Chris Pleatsikas, was designated as Defendants' testifying expert on damages and was included on Defendants' Witness List for trial (Dkt. #811), but did not testify because of stipulations reached at trial.

6. Attached as Exhibit D are true and correct copies of invoices paid by McDermott Will for exemplification and copies of papers necessarily obtained for use in the case, which are taxable per 2.8 U.S.C. § 1920(4), totaling \$25,016.31.⁹ These costs were necessarily incurred to obtain documents for use in the case. These costs include, for example, copies of trial exhibits and depositions of testifying witnesses. This total cost does not include and the Companies are not seeking internal copying charges invoiced by McDermott Will and paid by the Companies.

7. There is no Exhibit E compiling "Costs as shown on Mandate of Court of Appeals" from the Court's Bill of Costs form attached hereto.

8. There is no Exhibit F attached hereto. Instead, because the Companies were acquired by Expedia, Inc.,

⁸ Specifically, Peggy Bianco (2/13/2007); John Bosshart (12/11/2008 and 7/24/2009); Jeffrey Eckerling (2/13/2007); Melanie Ryan (7/23/2009).

⁹ Plaintiffs also sought payment for such fees. Dkt. #1238.

Exhibit F attached to the Declaration of Tamara Marinkovic Hines in Support of the Online Travel Company Defendants' Bills of Costs contains the Companies' premiums arising from the supersedeas bonds procured for this matter pursuant to this Court's April 12, 2013 Order Approving Supersedeas Bonds (Dkt. #1157). The premiums paid for the supersedeas bonds were required to secure a stay of execution of the proceeding and to preserve the Companies' rights pending appeal. These costs are taxable per FED. R. APP. P. 39(e)(3).

9. Attached as Exhibit G is a true and correct summary of the above-described costs incurred by the Companies and included as part of the Bill of Costs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of April, 2018, in Chicago, Illinois.

/s/ Elisabeth Herrington

Elisabeth Herrington

Morgan, Lewis & Bockius LLP

77 West Wacker, Floor 5

Chicago, Illinois 60601

Telephone: (312) 324-1445

Facsimile: (312) 324-1001

beth.herrington@morganlewis.com

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 9, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF BRIAN STAGNER IN
SUPPORT OF THE ONLINE TRAVEL
COMPANY DEFENDANTS' BILL OF COSTS

I, Brian Stagner, state and declare:

1. My name is Brian Stagner. I am over 21 years of age. I am a partner at Kelly Hart & Hallman LLP ("Kelly Hart"). I serve as counsel of record for Site59.com LLC and Travelocity.com L.P. n/k/a TVL LP (together, the "Companies") in this action. The facts stated in this Declaration are based on my personal knowledge or on documents maintained by Kelly Hart or the Companies and reviewed by me for accuracy based on my personal knowledge. If called upon to testify, I could competently testify to such facts.

2. All of the costs and expenses identified in this Declaration and the supporting attachments were paid directly by the Companies or were paid indirectly by the Companies through their reimbursement of Kelly Hart or Morrison Foerster (the law firm that originally represented the Companies in this case). The Companies are out-of-pocket all such costs and expenses.

3. There is no Exhibit A compiling “Fees of the Clerk” from the Court’s Bill of Costs form attached hereto.

4. There is no Exhibit B compiling “Fees for service of summons and subpoena” from the Court’s Bill of Costs form attached hereto.

5. Attached as Exhibit C are true and correct copies of invoices paid by Kelly Hart or Morrison Foerster, and reimbursed by the Companies, for fees incurred for printed or electronically recorded transcripts necessarily obtained for use in the case, totaling \$14,273.12, which are taxable per 28 U.S.C. § 1920(2).¹ For example, Plaintiffs noticed and took five depositions of the Companies’ witnesses leading up to the class certification hearing in May 2007.² Then, the Court ordered the parties to file deposition excerpts (*i.e.*, DVD video clips) and objections, if any, by June 8, 2007. Dkt. #197; *see* Dkt. #202. As such, both stenographic and video versions of the depositions were necessary for use in the case. Ultimately, the parties were required to submit DVD clips and to identify by page and line number, from the stenographic transcripts, any objections to testimony. After class certification, Plaintiffs

¹ These categories of fees were also sought by Plaintiffs as fees necessarily obtained for use in the case. Dkt. #1238; Dkt. #1314 at 3-7.

² Specifically, Jeff Varhol (2/13/2007); Ross Mantione (2/20/2007); Noreen Henry (2/22/2007); Charlie Hepplewhite (2/23/2007); and John Hanson (3/01/2007).

took five more depositions of the Companies' witnesses,³ as well as third-party hotel witnesses from La Quinta, Hyatt, Hilton, IHG, and Starwood.⁴ Then, in March and April 2009, more than forty deposition transcripts were cited as summary judgment evidence, including six of the Companies' witnesses.⁵ Later, on August 3, 2009, Plaintiffs filed a forty-page list of Deposition Designations from twenty-four different depositions for purposes of the October 2009 trial, including five of the Companies' witnesses.⁶ Dkt. #712. In addition, on August 3, 2009, Defendants identified Deposition Designations for another five depositions not appearing on Plaintiffs' August 3, 2009 list. Dkt. #709. Ultimately, forty witnesses testified at trial either live or via video deposition.⁷ Five of these were witnesses for the Companies, with testimony offered from seven different depositions.⁸

³ Specifically, John Mills (2/25/2009 & 5/14/2009); Dan Manley (4/22/2009); John Hanson (5/14/2009); Noreen Henry (7/10/2009), and Ross Mantione (5/4/2009).

⁴ Specifically, Andrew Rubinacci (IHG, 8/26/2009); Ted Schweitzer (La Quinta, 8/7/2009); Jennifer Ginty (Hyatt, 9/10/2009); Mitchell Byrk (Stanwood, 9/3/2009); and Paul Brown (Hilton, 9/18/2009).

⁵ Specifically, Jeff Varhol (2/13/2007); Ross Mantione (2/20/2007); Noreen Henry (2/22/2007); Charlie Hepplewhite (2/23/2007); John Hanson (3/01/2007) and John Mills (2/25/2009).

⁶ Specifically, Jeff Varhol (2/13/2007); Ross Mantione (2/20/2007); Noreen Henry (2/22/2007); Charlie Hepplewhite (2/23/2007); and John Hanson (3/01/2007).

⁷ See Exhibit C-1. Moreover, in connection with Plaintiffs' previously submitted Bill of Costs, both sides provided examples of the manner in which the dozens of depositions taken in this matter have been used in this case. Dkt. # 1247; Dkt.#1314.

⁸ Specifically, Jeff Varhol (2/13/2007); Ross Mantione (2/20/2007); Noreen Henry (2/22/2007 and 7/10/2009); John Hanson (3/01/2007 and 5/14/2009); and Dan Manley (4/22/2009).

The above examples illustrate the manner in which these fees were incurred for printed or electronically recorded transcripts necessarily obtained for use in the case. Of the sixteen witnesses for whom the Companies seek recovery of depositions costs, eleven testified at trial. Of the remaining five, four were listed on Plaintiffs' Final Amended Witness List for trial, complete with deposition designations for each. Dkt. #884. The remaining witness, Dr. Chris Pleatsikas, was designated as Defendants' testifying expert on damages and was included on Defendants' Witness List for trial (Dkt. #811), but did not testify because of stipulations reached at trial.

6. Attached as Exhibit D are true and correct copies of invoices paid by Kelly Hart, and reimbursed by the Companies, for copies of papers necessarily obtained for use in the case, which are taxable per 28 U.S.C. § 1920(4), totaling \$3,074.54.⁹ These costs were necessarily incurred to obtain documents for use in the case. These costs include, for example, copies of trial exhibits and depositions of testifying witnesses. This total cost does not include and the Companies are not seeking internal copying charges invoiced by Kelly Hart and paid by the Companies in the approximate amount of \$10,000.

7. There is no Exhibit E compiling "Costs as shown on Mandate of Court of Appeals" from the Court's Bill of Costs form attached hereto.

8. Attached as Exhibit F are true and correct copies of invoices totaling \$301,614 and paid by the Companies for premiums arising from the supersedeas bonds procured for this matter pursuant to this Court's April 12, 2013 Order Approving Supersedeas Bonds (Dkt. #1157). The premiums paid for the supersedeas bonds were required to secure a stay of execution of the proceeding and to

⁹ Plaintiffs also sought payment for such fees. Dkt. #1238.

preserve the Companies' rights pending appeal. These costs are taxable per FED. R. APP. P. 39(e)(3).

9. Attached as Exhibit G is a true and correct summary of the above-described costs incurred by the Companies and included as part of the Bill of Costs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of April, 2018, in Fort Worth, Texas.

/s/ Brian Stagner
Brian Stagner
Texas Bar No. 24002992
Kelly Hart & Hallman LLP
201 Main Street, Suite 2400
Fort Worth, Texas 76102
Telephone: (817) 878-3567
Facsimile: (817) 878-9767
Email: brian.stagner@khh.com

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed April 9, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF STACY R. HORTH-NEUBERT
IN SUPPORT OF THE ONLINE TRAVEL
COMPANY DEFENDANTS' BILL OF COSTS

I, Stacy R. Horth-Neubert, state and declare:

1. My name is Stacy R. Horth-Neubert. I am over 21 years of age. I am an attorney at Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"). I serve as counsel of record for priceline.com Incorporated (n/k/a Booking Holdings Inc.) and Travelweb LLC (together, the "Companies") in this action. The facts stated in this Declaration are based on my personal knowledge or on documents maintained by Skadden or the Companies and reviewed by me. If called upon to testify, I could competently testify to such facts.

2. All of the costs and expenses identified in this Declaration and the supporting attachments were paid directly by the Companies or were paid indirectly by the Companies through their reimbursement of Skadden. The Companies are out-of-pocket all such costs and expenses.

3. Attached as Exhibit C¹ are true and correct copies of invoices paid by Skadden, and reimbursed by the Companies, for fees incurred for printed or electronically recorded transcripts necessarily obtained for use in the case, totaling \$15,148.27, which are taxable per 28 U.S.C. § 1920(2).² For example, Plaintiffs noticed and took two depositions of the Companies' witnesses leading up to the class certification hearing in May 2007.³ Then, the Court ordered the parties to file deposition excerpts (*i.e.*, DVD video clips) and objections, if any, by June 8, 2007. Dkt. #197; *see* Dkt. #202. As such, both stenographic and video versions of the depositions were necessary for use in the case. Ultimately, the parties were required to submit DVD clips and identify by page and line number, from the stenographic transcripts, any objections to testimony. After class certification, Plaintiffs took eight more depositions of the Companies' witnesses,⁴ as well as depositions of third-party hotel witnesses from La Quinta,

¹ There are no Exhibits A, B, or E to this Declaration. Rather, this Declaration includes only Exhibits C, C-1, D, F, and G, which are consistent with the similarly-labeled exhibits to the other Defendants' declarations in support of the Defendants' Bill of Costs.

² These categories of fees were also sought by Plaintiffs as fees necessarily obtained for use in the case. Dkt. #1238; Dkt. #1314 at 3-7.

³ Specifically, Tim Gordon (2/14/2007) and Chris Soder (2/15/2007).

⁴ Specifically, Tim Gordon (3/16/2009); Chris Soder (3/18/2009); Caryn Smith (6/9/2009); Tom Marsan (7/10/2009); Thomas D'Angelo (7/15/2009); Dan Finnegan (7/17/2009); Tom Hala (8/17/2009), and Joseph Humphry (8/19/2009).

Hyatt, Hilton, IHG, and Starwood.⁵ Then, in March and April 2009, forty-two deposition transcripts were cited as summary judgment evidence, including four depositions of the Companies' witnesses.⁶ Later, on August 3, 2009, Plaintiffs filed a 40-page list of Preliminary Deposition Designations from twenty-four different depositions, including four of the Companies' witnesses.⁷ Dkt. #712. In addition, on August 3, 2009, Defendants identified Preliminary Deposition Designations for another five depositions not appearing on Plaintiffs' August 3, 2009 list. Dkt. #709. Ultimately, forty witnesses testified at trial either live or via video deposition.⁸ Three of these were witnesses for the Companies, with testimony offered from two different depositions.⁹

The above examples illustrate the manner in which these fees were incurred for printed or electronically recorded transcripts necessarily obtained for use in the case. Of the seventeen witnesses for whom the Companies seek recovery of depositions costs, eight testified at trial.¹⁰

⁵ Specifically, Andrew Rubinacci (IHG, 8/26/2009); Ted Schweitzer (La Quinta, 8/7/2009); Jennifer Ginty (Hyatt, 9/10/2009); and Mitchell Bryk (Stanwood, 9/3/2009).

⁶ Specifically, Tim Gordon (2/14/2007); Chris Soder (2/15/2007); Tim Gordon (3/16/2009); and Chris Soder (3/18/2009).

⁷ Specifically, Tim Gordon (2/14/2007); Chris Soder (2/15/2007); Caryn Smith (6/9/2009); and Tom Marsan (7/10/2009).

⁸ Exhibit C-1. Moreover, in connection with motion practice arising from Plaintiffs' previously submitted Bill of Costs, both sides provided examples of the manner in which the dozens of depositions taken in this matter have been used in this case. Dkt. # 1247; Dkt. #1314.

⁹ Specifically, Tom Marsan (7/10/2009) and Thomas D'Angelo (7/15/2009).

¹⁰ Specifically, Thomas D'Angelo, Steve De La Haya, Don Dillard, Jeffrey Leitzinger, Tom Marsan, Mike Martinez, Pat McCown, and Chris Soder.

Of the remaining nine, seven were listed on Plaintiffs' Final Amended Witness List for trial, complete with deposition designations for each.¹¹ Dkt. #884.

4. Attached as Exhibit D are true and correct copies of invoices paid by Skadden, and reimbursed by the Companies, for exemplification and copies of papers necessarily obtained for use in the case, which are taxable per 28 U.S.C. § 1920(4), totaling \$34,026.59.¹² These costs were necessarily incurred to obtain documents for use in the case. These costs include, for example, copies of trial exhibits. This total cost does not include and the Companies are not seeking internal copying charges invoiced by Skadden and paid by the Companies in the approximate amount of \$27,625.

5. Attached as Exhibit F are true and correct copies of invoices totaling \$441,553.00 and paid by the Companies for premiums arising from the supersedeas bonds procured for this matter pursuant to this Court's April 12, 2013 Order Approving Supersedeas Bonds (Dkt. #1157). The premiums paid for the supersedeas bonds were required to secure a stay of execution of the proceeding and to preserve the Companies' rights pending appeal. These costs are taxable per FED. R. APP. P. 39(e)(3).

6. Attached as Exhibit G is a true and correct summary of the above-described costs incurred by the Companies and included as part of the Bill of Costs. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of April, 2018, in Los Angeles, California.

¹¹ Specifically, Mike Cantrell, Dan Finnegan, Tim Gordon, Tom Hala, Joseph Humphry, Art Sackler, and Caryn Smith.

¹² Plaintiffs also sought payment for such fees. Dkt. #1238.

/s/ Stacy R. Horth-Neubert

Stacy R. Horth-Neubert

Skadden, Arps, Slate,

Meagher & Flom LLP

300 S. Grand Avenue, Suite 3400

Los Angeles, California 90071

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

[Filed May 15, 2018]

CIVIL NO. SA-06-CA-381-OLG
A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS on behalf of itself
and all other similarly situated Texas Cities,

Plaintiffs,

v.

HOTELS.COM, *et al.*,

Defendants.

DECLARATION OF STEVEN D. WOLENS

I, Steven D. Wolens, declare as follows:

1. I am an adult of sound mind, have never been convicted of a felony, and am fully competent to make this declaration. I have personal knowledge of the facts set forth herein and, if called to testify, could competently testify to the same.

2. I am an attorney with the law firm McKool Smith. I am counsel of record for plaintiff City of San Antonio in the above-captioned matter.

3. Attached as Exhibit A to this declaration is a true and correct copy of an email I received from Brian Stagner on April 24, 2018.

4. Attached as Exhibit B to this declaration is a true and correct copy of an email I received from Tamara Marinkovic Hines on April 25, 2018.

5. Attached as Exhibit C to this declaration is a true and correct copy of an email I received from Brian Stagner on April 26, 2018.

6. Attached as Exhibit D to this declaration is a true and correct copy of an email I received from Jennifer McGahey on May 7, 2018.

///

///

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 15, 2018. /s/ Steven D. Wolens
Steven D. Wolens

EXHIBIT A

From: Brian Stagner
To: Steven D. Wolens
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: RE: Bill of Costs
Date: Tuesday, April 24, 2018 3:29:11 PM
Attachments: image001.gif

Hi Steve – I've now confirmed that the 2018-2019 bond premiums—outlined in your 1. and 2. below—are being returned to my client. So those amounts, totaling \$50,269, will no longer be sought as part of the bill of costs.

Thanks.

Brian Stagner
Partner
201 Main Street, Suite 2400
Fort Worth, Texas 76102
Telephone (817) 878-3567
Fax (817) 878-9767
brian.stagner@kellyhart.com
www.kellyhart.com

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From: Brian Stagner

Sent: Tuesday, April 24, 2018 3:29:11 PM
To: Steven D. Wolens
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: RE: Bill of Costs

Steve – Some of our business folks are out this week, but I'm providing below the information I've gathered so far. Thanks.

Brian Stagner
Partner
201 Main Street, Suite 2400
Fort Worth, Texas 76102
Telephone (817) 878-3567
Fax (817) 878-9767
brian.stagner@kellyhart.com
www.kellyhart.com

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From: Steven D. Wolens
[mailto:swolens@McKoolSmith.com]
Sent: Tuesday, April 17, 2018 6:45 PM
To: Brian Stagner
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: Bill of Costs

Hi Brian

I had a couple of questions about your bond application and declaration in support of it. For ease, I will refer to the pg. number on Doc 1337-2 of the attachment to your dec.

1. On pg. 58, you request payment of \$46,724 for TVL bond CM S0267887, inv 831437379426. It is for the time period 4/18/18-4/18/19. The invoice date is 1/23/18. You said in your declaration that the costs and expenses were paid. Are you sure? Did your client indeed pay for a bond for 4/18/18-4/18/19 time period? [I've been told these amounts were paid or that payment was processed, but that a refund is very likely. Once I confirm that, we'll obviously agree to subtract this amount from our requested award.]

2. On pg. 64, you request payment of \$3,545 for S9 bond CM S0267888, inv 83143843549 . It is for the time period 4/18/18-4/18/19. The invoice date is 1/23/18. Same question as 1. above. [Same as above]

3. On pg 57 and 63, you request payment for TVL and S59 bonds for the time period 4/18/17-4/18/18. The 5th Cir denied our Pet for rehrg on 2/6/18. Did your clients attempt to cancel the policy at any time before 4/18/18 and request a refund of premiums paid? [The district court's amended final judgment releasing the bonds wasn't entered until March 28, so no, we didn't request an earlier cancellation.]

4. On pgs. 53 and 59, who does client 847024 refer to? It appears not to be S59 who is 831432000000 nor TVL who

is 8314300000. [The initial bonds were obtained using Sabre Holdings' client number (847024), but as shown on pp. 53 and 59, the listed "policyholders" were Travelocity.com and Site59.com, respectively, and the bond premiums were charged to Travelocity and Site59.]

Thanks

Steve

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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EXHIBIT B

From: Marinkovic Hines, Tamara
To: Steven D. Wolens; Gary Cruciani
Cc: Sloan, Deborah S.; Charles E. Fowler, Jr.
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs
Date: Wednesday, April 25, 2018 4:46:05 PM

Hi Steve: I hope you've been well. I have responses to your questions below. I've numbered them to correlate to the numbers you used. Please feel free to give me a call if you have questions. Thanks.

1. Page 172 and Page 173: The reason for the second invoice (Page 173) was an increase, made in October 2015, in the bond amount for the time period. The total amount sought is \$90,735.

Page 194 and Page 195: Specifically, you ask about the invoice in the amount of \$1,811. This is a bond premium paid on behalf of the Orbitz Entities for the time period of 4/15/2015 – 4/15/2016. Next, Page 195 is an invoice for a bond premium also paid on behalf of the Orbitz Entities. But, Page 195 covers a different time period (i.e., 4/15/2016 – 4/15/2017). Please see Exhibit G at page 202 to my declaration identifying premiums paid for the Orbitz Entities.

2. Page 174 and Page 175: I'm looking into this piece and expect to get back to you tomorrow.

Page 196: This is a bond premium paid on behalf of the Orbitz Entities for the time period of 4/15/2017 – 4/15/2018. Again, please see Exhibit G at page 202 to my declaration identifying premiums paid for the Orbitz Entities.

3. Judge Garcia released the bonds in favor of the OTCs via an order signed on March 26, 2018. That order was sent to all parties on March 28, 2018. Dkt. #1336. I've now learned that my clients (Expedia, Hotels.com, Hotwire, and the Orbitz Entities) will receive a credit in the amount of \$10,343. We will no longer seek that \$10,343 as part of our Bill of Costs submission.

Tamara Marinkovic Hines
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office +1.214.969.5074
tmarinkovic@jonesday.com

From: Steven D. Wolens
<swolens@McKoolSmith.com>
Sent: Tuesday, April 17, 2018 6:46 PM
To: Marinkovic Hines, Tamara
<tmarinkovic@JonesDay.com>;
Gary Cruciani
<gcruciani@McKoolSmith.com>
Cc: Sloan, Deborah S.
<dsloan@JonesDay.com>;
Charles E. Fowler, Jr.
<cfowler@McKoolSmith.com>
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Hello Tamara

I had a couple of questions about your bond application and declaration in support of it. For ease, I will refer to the pg. number of Doc 1337-2 of the attachment to your dec.

1. On pgs. 172 and 173, Expedia indicates two separate bonds for the same time period: 4/10/15-4/10/16 for a total of \$90,735. On pg. 194 and 195, Expedia indicates a third bond for the same time period: 4/15/15-4/15/16 for a total of \$1,811. How much does Expedia claim it was billed and paid for 4/15/15-4/15/16? Why 3 bonds?

2. On pg. 174 and 175, Expedia indicates two separate bonds for the same time period: 4/10/17-4/10/18 for a total of \$183,144. On pg. 196, Expedia indicates a third bond for the almost same time period: 4/15/17-4/15/18 for a total of \$21,840. How much does Expedia claim it was billed and paid for 4/10/17-4/15/18 (sic)? Why 3 bonds?

3. Expedia and HW had bonds for the period through 4/10/18 and 4/15/18. The 5th Cir denied our Pet for rehrg on 2/6/18. Did your clients attempt to cancel the policy at

any time before 4/18/18 and request a refund of premiums paid?

Thanks

Steve

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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150

From: Marinkovic Hines, Tamara
[mailto:tmarinkovic@JonesDay.com]
Sent: Tuesday, April 17, 2018 12:04 PM
To: Gary Cruciani
Cc: Sloan, Deborah S.; Steven D. Wolens;
Charles E. Fowler, Jr.
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

I will call your office tomorrow at 3. Thanks.

Tamara Marinkovic Hines
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office +1.214.969.5074
tmarinkovic@jonesday.com

From: Gary Cruciani
<gcruciani@McKoolSmith.com>
Sent: Monday, April 16, 2018 5:40 PM
To: Marinkovic Hines, Tamara
<tmarinkovic@JonesDay.com>
Cc: Sloan, Deborah S.
<dsloan@JonesDay.com>;
Steven D. Wolens
<swolens@McKoolSmith.com>;
Charles E. Fowler, Jr.
<cfowler@McKoolSmith.com>
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Let's go ahead and pencil in 3:00. Do you want to initiate the call or would you like for me to do so.

151

From: Marinkovic Hines, Tamara
[mailto:tmarinkovic@JonesDay.com]
Sent: Monday, April 16, 2018 5:22 PM
To: Gary Cruciani
Cc: Sloan, Deborah S.; Steven D. Wolens;
Charles E. Fowler, Jr.
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Gary: Are you available this Wednesday beginning at either 2:30 pm or 3:00 pm? Let me know. Thanks.

Tamara Marinkovic Hines
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office +1.214.969.5074
tmarinkovic@jonesday.com

From: Gary Cruciani
<gcruciani@McKoolSmith.com>
Sent: Monday, April 16, 2018 5:40 PM
To: Marinkovic Hines, Tamara
<tmarinkovic@JonesDay.com>
Cc: Sloan, Deborah S.
<dsloan@JonesDay.com>;
Steven D. Wolens
<swolens@McKoolSmith.com>;
Charles E. Fowler, Jr.
<cfowler@McKoolSmith.com>
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Tamara,

Sorry for just getting back with you. I was out most of last week. What does your schedule look like for Wednesday or Thursday of this week?

152

From: Marinkovic Hines, Tamara
[mailto:tmarinkovic@JonesDay.com]
Sent: Monday, April 09, 2018 4:27 PM
To: Gary Cruciani
Cc: Sloan, Deborah S.; Steven D. Wolens;
Charles E. Fowler, Jr.
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Gary: Thanks for your Friday night email. We are filing our bill of costs today as today is the filing deadline. Let us know when you are available to confer. Thanks.

Tamara Marinkovic Hines
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office +1.214.969.5074
tmarinkovic@jonesday.com

From: Gary Cruciani
<gcruciani@McKoolSmith.com>
Sent: Friday, April 6, 2018 11:19 PM
To: Marinkovic Hines, Tamara
<tmarinkovic@JonesDay.com>
Cc: Sloan, Deborah S.
<dsloan@JonesDay.com>;
Steven D. Wolens
<swolens@McKoolSmith.com>;
Charles E. Fowler, Jr.
<cfowler@McKoolSmith.com>
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Tamara,

As I assume you know, I was in Hawaii on Wednesday evening when you sent your email in connection with oral argument before the Hawaii Supreme Court yesterday. I will be back in Dallas next Tuesday and will take a look at your proposed bill of costs after I return to Dallas.

From: Marinkovic Hines, Tamara
[mailto:tmarinkovic@JonesDay.com]
Sent: Monday, April 09, 2018 4:27 PM
To: Gary Cruciani
Cc: Sloan, Deborah S.; Steven D. Wolens;
Charles E. Fowler, Jr.
Subject: RE: San Antonio: OTC Defendants' Draft
Bill of Costs

Gary: I'm attaching the OTCs' draft Bill of Costs to allow us to meet and confer. This reflects the bulk of the claim. Some additional items may arise as folks are confirming their respective costs. Please take a look and let me know if we can attempt to reach agreement on our recoverable costs. Thanks.

Tamara Marinkovic Hines
JONES DAY® - One Firm Worldwide™
2727 North Harwood Street
Dallas, Texas 75201
Office +1.214.969.5074
tmarinkovic@jonesday.com

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EXHIBIT C

From: Brian Stagner
To: Steven D. Wolens
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: RE: Bill of Costs
Date: Thursday, April 26, 2018 4:34:33 PM
Attachments: image001.gif image002.png

The prorated amount would be \$3,167.64. I can stipulate to reduce by that amount.

Brian Stagner
Partner
201 Main Street, Suite 2400
Fort Worth, Texas 76102
Telephone (817) 878-3567
Fax (817) 878-9767
brian.stagner@kellyhart.com
www.kellyhart.com

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156

From: Steven D. Wolens
[mailto:swolens@McKoolSmith.com]
Sent: Thursday, April 26, 2018 2:38 PM
To: Brian Stagner
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: RE: Bill of Costs

Brian

Re #3 below

Would you check on the amount you would have received in refund if you had requested it for the period 3/26/18-4/18/18? The Expedia entities requested and will receive such a credit and I assume your clients would have too.

Judge Garcia released the bonds via an order signed on March 26, 2018, not the 28th . Thanks

Steve

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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error, please notify the sender by reply immediately. Any e-mail erroneously transmitted to you should be immediately destroyed.

From: Brian Stagner
Sent: Tuesday, April 24, 2018 3:29:11 PM
To: Steven D. Wolens
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: RE: Bill of Costs

Steve – Some of our business folks are out this week, but I'm providing below the information I've gathered so far. Thanks.

Brian Stagner
Partner
201 Main Street, Suite 2400
Fort Worth, Texas 76102
Telephone (817) 878-3567
Fax (817) 878-9767
brian.stagner@kellyhart.com
www.kellyhart.com

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From: Steven D. Wolens
[mailto:swolens@McKoolSmith.com]
Sent: Tuesday, April 17, 2018 6:45 PM
To: Brian Stagner
Cc: Gary Cruciani; Charles E. Fowler, Jr.
Subject: Bill of Costs

Hi Brian

I had a couple of questions about your bond application and declaration in support of it. For ease, I will refer to the pg. number on Doc 1337-2 of the attachment to your dec.

1. On pg. 58, you request payment of \$46,724 for TVL bond CM S0267887, inv 831437379426. It is for the time period 4/18/18-4/18/19. The invoice date is 1/23/18. You said in your declaration that the costs and expenses were paid. Are you sure? Did your client indeed pay for a bond for 4/18/18-4/18/19 time period? [I've been told these amounts were paid or that payment was processed, but that a refund is very likely. Once I confirm that, we'll obviously agree to subtract this amount from our requested award.]

2. On pg. 64, you request payment of \$3,545 for S9 bond CM S0267888, inv 83143843549 . It is for the time period 4/18/18-4/18/19. The invoice date is 1/23/18. Same question as 1. above. [Same as above]

3. On pg 57 and 63, you request payment for TVL and S59 bonds for the time period 4/18/17-4/18/18. The 5th Cir denied our Pet for rehrq on 2/6/18. Did your clients attempt to cancel the policy at any time before 4/18/18 and request a refund of premiums paid? [The district court's amended final judgment releasing the bonds wasn't entered until March 28, so no, we didn't request an earlier cancellation.]

4. On pgs. 53 and 59, who does client 847024 refer to? It appears not to be S59 who is 831432000000 nor TVL who

is 8314300000. [The initial bonds were obtained using Sabre Holdings' client number (847024), but as shown on pp. 53 and 59, the listed "policyholders" were Travelocity.com and Site59.com, respectively, and the bond premiums were charged to Travelocity and Site59.]

Thanks

Steve

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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EXHIBIT D

From: Steven D. Wolens
To: Gary Cruciani; Charles E. Fowler, Jr.
Subject: FW: San Antonio -- Bill of Costs and
Reduction for Bond Premium Refund
Date: Monday, May 07, 2018 11:47:01 AM

just fyi

email below from PL agreeing to lower amt claimed on
bond premium by \$4,902

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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161

From: McGahey, Jennifer
[mailto:jmccahey@bradley.com]
Sent: Monday, May 07, 2018 11:29 AM
To: Steven D. Wolens
Subject: San Antonio -- Bill of Costs and
Reduction for Bond Premium Refund

Hi Steve,

I understand you have been in communication with Tamara and Brian about refunds their clients received, or anticipate receiving, for the supersedeas bond premiums. I wanted to let you know that Priceline has received a refund in the amount of \$4,902 on its bond premium. Therefore, Priceline will stipulate to reducing the amount it is seeking in the bill of costs by that amount. Please let me know if you have any questions. Thanks –

Jennifer J. McGahey

Partner

e: jmccahey@bradley.com w: bradley.com

d: 205.521.8646 f: 205.488.6646

Bradley Arant Boult Cummings LLP

One Federal Place, 1819 Fifth Avenue North

Birmingham, AL 35203-2119

[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Blogs](#) | [My Bio](#)

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CIVIL NO. SA-06-CA-0381-OLG A CLASS ACTION

CITY OF SAN ANTONIO, TEXAS, ON BEHALF OF ITSELF
AND ALL OTHER SIMILAR SITUATED TEXAS CITIES,

Plaintiffs,

v.

HOTELS.COM, LP., *et al.*,

Defendants.

DECLARATION OF JAMES P. KAREN IN
SUPPORT OF THE ONLINE TRAVEL COMPANY
DEFENDANTS' BILL OF COSTS

I, James P. Karen, state and declare:

1. My name is James P. Karen. I am over 21 years of age. I was an attorney at Jones Day and, while there, I served as counsel for Expedia, Inc., Hotels.com, L.P., Hotwire, Inc., and TravelNow.com, Inc. (collectively, the "Expedia Companies") during the trial of this action through June 30, 2015.

2. The initial judgment against the Online Travel Company Defendants exceeded \$80 million. Given the amount at issue and the positions taken by the parties and class counsel, the necessity of posting a bond to stay enforcement pending appeal by the Online Travel Company Defendants was never questioned by either side.

3. At no point did class counsel suggest a bond would not be required. Indeed, class counsel never raised a concern that other forms of security should be considered nor did class counsel ever suggest that the Online Travel Company Defendants should look for potentially less expensive forms of security. Rather, upon entry of the final judgment, the parties embarked on lengthy, expensive negotiations regarding the stay of execution and supersedeas bonds. This included discussions regarding the manner in which bond amounts would be calculated, the form of bond acceptable to Plaintiffs, bond sureties acceptable to Plaintiffs, and the duration of the bonds. Examples of the parties' communications regarding bonds are attached as Exhibit A-1.

4. Class counsel requested an initial 18 month bond period. Class counsel requested and reviewed each bond form prior to issuance. They insisted on doing so before joining a motion seeking approval from the Court. They insisted that edits be made.

5. Class counsel also insisted that bonds be renewed after 18 months and that bond premiums be increased to cover additional accrued damages. Class counsel would not accept estimates but insisted instead that the Online Travel Company Defendants collect and produce updated transactional data which they then had their expert(s) analyze. At no time did class counsel or lead plaintiff San Antonio suggest an alternative to posting a bond or suggest that the Online Travel Company Defendants could forego increasing or renewing the bond premiums.

6. At no time did class counsel or lead plaintiff San Antonio ever seek to limit the security posted by the Online Travel Company Defendants to the damages recoverable by the City of San Antonio. Indeed, at every turn, Plaintiffs insisted that every penny of the final

judgment and every penny accrued thereafter be bonded including penalties.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5 day of June, 2018, in Chicago, Illinois.

/s/ James P. Karen
James P. Karen

EXHIBIT A-1

From: Steven D. Wolens
<swolens@McKoolSmith.com>
Sent: Monday, April 8, 2013 11:58 AM
To: James P. Karen
Cc: Scott Siekierski; Kelly Stewart; Rosemary Snider; Gary Cruciani
Subject: RE: San Antonio: 18 month estimate numbers and methodology

I agree with the amounts. We do reserve the right to challenge the calculation for post judgment interest.

1. Wd you please send me the bonds so we can review?
2. Please confirm the sureties you intend to use are on the attached list.
3. Please confirm a protocol that Scott and I generally discussed re future bonds to be filed. This is what I recommend:
 - a. You are posting an 18-month bond that runs through 9/30/14
 - b. On 7/1/14, the OTCs provide new data for 10/1/12-4/1/14. That will give us 2+ months to analyze the numbers and reach an agreement on the amts plus additional time for you to put the bonds in place. If not resolved by 9/30/14, the next 6 month bonds will be filed.
 - c. Same procedural for each 6 months thereafter.

Thx. Steve

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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From: James P. Karen
[mailto:jkaren@JonesDay.com]
Sent: Friday, April 05, 2013 5:22 PM
To: Steven D. Wolens
Subject: RE: San Antonio: 18 month estimate
numbers and methodology

Does this mean you agree?

James P. Karen
Jones Day
2727 N. Harwood Street
Dallas, Texas 75201
214-969-5027
jkaren@jonesday.com

167

From: "Steven D Wolens"
To: "James P. Karen"
Cc: Scott Siekierski, Kelly Stewart
Date: 04/05/2013 05:10 PM
Subject: RE: San Antonio: 18 month estimate
numbers and methodology

Thx Jim

Cindy just go the numbers to work

Have a good weekend

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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168

From: James P. Karen
[mailto:jkaren@JonesDay.com]
Sent: Friday, April 05, 2013 4:51 PM
To: Steven D. Wolens
Cc: Scott Siekierski; Kelly Stewart
Subject: Fw: San Antonio: 18 month estimate numbers
and methodology

Steve:

In response to your question of earlier today, attached is what Scott sent you last Friday. As I understand the breakdown, the proposed bond is \$68.6 m, the judgment is \$55.1 m, and the balance is the 18 month post-judgment amount you and Scott discussed. Scott, anything to add to this?

James P Karen
Jones Day
2727 N. Harwood Street
Dallas, Texas 75201
214-969-5027
jkaren@jonesday.com

-----Forwarded by James P. Karen/JonesDay on
04/05/2013 04:40 PM -----

From: Scott Siekierski/JonesDay
To: swolens@mckoolsmith.com
Cc: Kelly Stewart/JonesDay@JonesDay, James
P. Karen/JonesDay@JonesDay
Date: 03/29/2013 04:26 PM
Subject: San Antonio: 18 month estimate numbers and
methodology

Steve, per our discussion yesterday please find attached an excel document containing the estimates and totals for the bond and a word document explaining the calculations.

Glad to discuss over the weekend or on Monday. Thanks.

Scott Siekierski
Jones Day
2727 N. Harwood St.
Dallas, TX 75201
voice 214.969.2958
fax 214.969.5100
ssiekierski@JonesDay.com

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Updated_List_of_Certified_Sureties_3-14-2013.pdf

From: Steven D. Wolens
<swolens@McKoolSmith.com`
Sent: Thursday, April 11, 2013 9:47 AM
To: Kelly Stewart
Cc: jpkaren@jonesday.com: Rosemary Snider
Subject: RE: San Antonio/Orbtz arid Expedias bonds
yes

ok w form

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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e-mail erroneously transmitted to you should be immediately destroyed.

From: Kelly Stewart
[mailto:kellystewart@JonesDay.com]]
Sent: Thursday, April 11, 2013 9:45 AM
To: Steven D. Wolens
Cc: jpkanenajonesday.com; Rosemary Snider
Subject: Re: San Antonio/Orbitz and Expedia's bonds

Orbitz just told me that this won't be a problem. With that said, are you okay with their bond form?

Kelly Stewart
Jones Day
2727 N. Harwood
Dallas, Texas 75201
214-989-5134

From: "Steven D. Wolens"
To: Kelly Stewart
cc: Rosemary Snider, "jpkaren@jonesday.com"
Date: 04/10/2013 05:00 PM
Subject: Re: San Antonio/Orbitz and Expedia's bonds

For Orbitz bond, we need signatures for their other companies on the bond.

Steven Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 979-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com
<mailto:swolens@mckoolsmith.com>
www.mckoolsmith.com <http://www.mckoolsmith.com>

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On Apr 10, 2013, at 2:10 PM, "Kelly Stewart"

<kellystewart@JonesDay.com
<mailto:kellystewart@JonesDay.com>> wrote:

A revised version of Priceline's bond form was sent to you earlier today and is re-attached below.

Attached here are bond forms for Orbitz and Expedia (the same form will be used for Hotels.com <<http://Hotels.com>> and Hotwire). I haven't studied Orbitz' form, but Expedia's is the same as the bond form for Travelocity, which you have said is okay.

Please let me know as soon as you can whether these are acceptable so we can get the agreed motion on file.

Thanks,

Kelly Stewart
Jones Day
2727 N. Harwood
Dallas, Texas 75201
214-969-5134

Expedia:

Orbitz:

-----Forwarded by Kelly Stewart/JonesDay on 04/10/2013
02:36 PM-----

From: Kelly Stewart/JonesDay
To: swolens@mckoolsmith.com
<mailto:swolens@mckoolsmith.com>
Cc: jpkaren@jonesday.com
<mailto:jpkaren@jonesday.com>
Date: 04/10/2013 09:49 AM
Subject: San Antonio/priceline's bond

Please see a revised draft.

Kelly Stewart Jones Day
2727 N. Harwood
Dallas, Texas 75201
214-969-5134

=====

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=====

From: Steven D. Wolens
<swolens@McKoolSmith.com>
Sent: Monday, September 22, 2014 6:11 PM
To: Istrieber@lawdcm.com
Cc: Jim Karen (jkaren@jonesday.com); Elizabeth
B. Herrington (eherrington@mwe.com);
Brian.Stagner@khh.com;
dhieber@skadden.com; Scott Siekierski
Subject: SA-Bonds
Attachments: 2013 04 12 #1157 Order Approving
Supersedeas Bonds & Stay Xcution Fnl
Jdmgnet & Addtl Time Fees Costs.pdf

Hi Les

Hope you're doing well.

I just wanted to follow-up on an email I sent to Jim Karen on 7/21/14 and my recent communications with Scott Siekierski.

I write to you as counsel for all the OTCs. I didn't want there to be any question that my request to Jim nor his response to me was only related to the Expedia entities. If you are not the appropriate person to contact, please let me know.

When the City and OTCs agreed to the supersedeas bonds in 3/13, we looked out 18 months in the future. The 18 months end on 10/13/14. For your convenience, I've attached the Order.

In anticipation of the OTCs posting new bonds, I requested to Jim that each OTC send us their actual transactional data for reservations made since the last

productions (September 2012) through 6/30/14. To date, we've received data only from the Expedia entities, although it is unclear whether it is complete for the requested time period.

Would you let me know if we can receive by this Friday, 9/26/14, the complete data from all the OTCs for the 10/12-6/14 time period. If not, could you let me know by this Friday what we can expect to receive, from whom and by what deadline? Since it will take some time for our experts to attempt to agree to final numbers, it is necessary for us to receive this information as soon as possible, thus my original request 2 months ago. Please accept this email as a meet confer on this matter; if we're unable to receive this data promptly, we can seek guidance from the court.

Thank you.

Steve

PS Ricardo looked terrific on the cover of Super Lawyers

Steven D. Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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From: "Steven D. Wolens" <swolens@McKoolSmith.com>
Sent: Friday, November 7, 2014 1:-h) PM
To: Scott Siekierski
Cc: "James P. Karen"; Marinkovic Hines, Tamara; Gary Cruciani; "Beth Herrington"
Subject: Re: San Antonio

Please confirm that Orbitz does not agree to amend. Orbitz is the only OTC that has not filed an amended bond, despite repeated requests. We intend to seek court relief if it's not filed by COB today.

Second, rule 60 provides for the relief we seek.

Steve

Steven Wolens | Principal | McKool Smith
300 Crescent Court, Suite 1500, Dallas, Texas 75201
Telephone: (214) 978-4000
Fax: (214) 978-4044
swolens@mckoolsmith.com | www.mckoolsmith.com

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>On Nov 7, 2014, at 11:11 AM, "Scott Siekierski"
<scott@taxpayercounsel.com> wrote:

>

>Steve:

>I appreciate the dialogue we have had about the possibility of amending the judgment by agreement to replace the agreed tax numbers already in the judgment with new numbers based on additional data that has been provided. We have made some progress, although we still have some disagreements about how to interpret the data and the estimates.

>

>I have talked to the other OTC lawyers and they have each authorized me to tell you that the OTCs are not agreeable to amending the judgment. In our considered view, the agreement was that we would submit an agreed judgment using the information available at the time, not that we would submit an "interim" agreed judgment and amend it later. Indeed, the Federal Rules do not appear to contemplate amending a judgment under the circumstances existing here. Further, our differences referenced above make it clear to us that while we have made some progress, we still are far apart on the numbers. Thus, even if we were in agreement on submitting an amended judgment, it would be difficult to reach agreement on revised numbers.

>

>I would be happy to discuss this further with you if you desire.

>

>Scott Siekiersei
>The Siekierski Law Firm
>5500 Junius Street
>Dallas TX 75214
>214-454-7268
>scott@taxpayercounsel.com

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>

>-----Original Message-----

>From: Steven D. Wolens
[mailto:swolens@McKoolSmith.com]
>Sent: Monday, October 27, 2014 6:19 PM
>To: Scott Siekierski
>Subject: RE: San Antonio

>

>Scott

>I can do this. But I don't want to spend time/money if at the end of the day, after we come to an agreement on the number, you simply decline to amend the judgment.

>

>So please let me know if the OTCs, or even just the Expedia entities agree to amend the judgment assuming we agree to the numbers.

>

>Steven D. Wolens | Principal | McKool Smith
>300 Crescent Court, Suite 1500, Dallas, Texas 75201
>Telephone: (214) 978-4000
>Fax: (214) 978-4044
>swolens@mckoolsmith.com | www.mckoolsmith.com

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>-----Original Message-----

>From: Scott Siekierski
[mailto:scott@taxpayercounsel.com]
>Sent: Monday, October 27, 2014 12:03 PM

>To: Steven D. Wolens
>Subject: Re: San Antonio

>

>Steve I think this is more in line with the “actual data” numbers we would expect, However, I have a question regarding your numbers for the estimates made in 2013. I’ve noticed that for the Expedia Companies that the estimates for each month have gone down in each version of the calculation that you have sent. I think the amounts estimated back in March 2013 were higher than that now reflected. My question is how is he calculating those estimated amounts now and does that differ from the agrees estimates from March 2013?

>

>I believe your experts should have the monthly calculations and estimates made back in March 2013 (at that time you all provided these aggregate numbers to us/Serwin). Can Mr. Silva provide a copy if the monthly calculations made back in 2013 so that we can compare the estimated amounts?

>Thanks,

>

>Scott

>

>Sent from my iPhone

>

>>On Oct 23, 2014, at 3:10 PM, “Steven D. Wolens” <swolens@McKoolSmith.com> wrote:

>>More in sync with your numbers?

>> Steven D. Wolens | Principal | McKool Smith

>>300 Crescent Court, Suite 1500, Dallas, Texas 75201
>> Telephone: (214) 978-4000
>> Fax: (214) 978-4044
>>swolens@mckoolsmith.com | www.mckoolsmith.com

>>

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>>

>><Comparison between New and Estimated Data Damages.pdf>