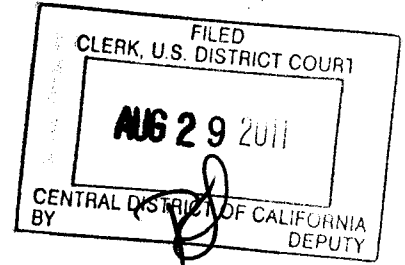


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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

In re DOCKERS ROUNDTRIP AIRFARE
PROMOTION SALES PRACTICES
LITIGATION

Master File No.: CV-09-2847 CAS (FMOx)

~~[PROPOSED]~~ FINAL JUDGMENT
AND ORDER OF DISMISSAL

This Document Relates to:

ALL ACTIONS

This matter came before the Court for hearing pursuant to the Order of this Court, dated May23, 2011 (“Preliminary Approval Order”), and on the joint application of the Parties for a judgment finally approving the Settlement that is set forth in the Settlement Agreement dated as of May 16, 2011 (collectively, including the Exhibits, the “Settlement Agreement”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had for this matter and otherwise being fully informed in the premises and good cause appearing therefor, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1 1. This Judgment and Order of Dismissal incorporates by reference the
2 Preliminary Approval Order. This Judgment and Order of Dismissal further incorporates
3 by reference the definitions in the Settlement Agreement, and all capitalized terms
4 contained in this Judgment and Order of Dismissal shall have the same meanings as set
5 forth in the Settlement Agreement (in addition to those capitalized terms defined in this
6 judgment).

7 2. The Court has subject matter jurisdiction over the Litigation, including all
8 matters necessary to effectuate the Settlement pursuant to 28 U.S.C. §1332(d).

9 3. The Court certifies, for settlement purposes only, the following Class and
10 Subclasses pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

- 11 a. The Class shall consist of all persons identified in paragraph 3.2.1 of
12 the Settlement Agreement; and
13 b. Subclass A shall consist of all persons identified in paragraph 3.2.2 of
14 the Settlement Agreement; and
15 c. Subclass B shall consist of all persons identified in paragraph 3.2.3 of
16 the Settlement Agreement.

17 4. A list of those persons who filed timely and valid requests for exclusion from
18 the Class is attached as Exhibit A to this Judgment and Order of Dismissal and
19 incorporated by reference as though fully set forth in this Judgment and Order of
20 Dismissal. The persons appearing on Exhibit A shall not be members of the Settlement
21 Class and shall have no right to receive any Settlement Benefits. All members of the Class
22 (whether or not he or she submits a valid Claim Form) who have not validly excluded
23 themselves from the Class shall be members of the Settlement Class and shall be bound by
24 all determinations and judgments concerning the Settlement Agreement and the Settlement
25 contemplated thereby.

26 5. The Court appoints the following Plaintiffs to serve as representative of the
27 Class (“Class Representatives”): Marc Germain, Ann Germain, and Raymond P. Caccioli.
28 The Court appoints the following counsel to serve as counsel for the Class (“Class

1 Counsel”): Daniel L. Germain of the law firm of Rosman & Germain LLP and David M.
2 Cialkowski and Brian C. Gudmundson of the law firm of Zimmerman Reed, PLLP.

3 6. Solely for the purposes of effectuating the Settlement on the terms set forth in
4 the Settlement Agreement, with respect to the Class and pursuant to Rule 23 of the Federal
5 Rules of Civil Procedure, this Court further finds and concludes that:

- 6 a. joinder of all members of the Class in a single proceeding would be
7 impracticable, if not impossible, because of their number and
8 dispersion;
- 9 b. no conflict exists between the Class Representatives or Class Counsel
10 and the Class;
- 11 c. the Class Representatives and Class Counsel are adequate
12 representatives for the Class;
- 13 d. the Class Representatives’ claims are typical of the Class;
- 14 e. the Class Representatives are members of the Class and have claims
15 representative of the claims and defenses presented in this case;
- 16 f. commonality is satisfied in this case for settlement purposes, based
17 upon the terms of the Settlement Agreement, as a number of common
18 issues exist among members of the Class;
- 19 g. common issues predominate over individual issues in the context of
20 settlement, based upon the terms of the Settlement Agreement; and
- 21 h. certification of an agreed-upon class is a superior mechanism for
22 resolving these claims in the context of settlement.

23 7. Notice has been provided to the Class of the pendency of the Litigation, the
24 conditional certification of the Class for purposes of the Settlement, and the preliminary
25 approval of the Settlement Agreement and the Settlement contemplated thereby.

26 8. The Court finds that said notice and the related provisions for notice in the
27 Settlement Agreement provided for the best notice practicable under the circumstances to
28

1 all Persons entitled to such notice and fully satisfied the requirements of Rule 23(c)(2)(B)
2 of the Federal Rules of Civil Procedure and the requirements of due process.

3 9. Defendants have complied with the applicable requirements of CAFA,
4 including timely notice of the Settlement Agreement to the appropriate state and federal
5 officials and the provision of other required information.

6 10. The Court finds that the provisions for claims administration in the Settlement
7 Agreement fairly and adequately address the matters of settlement administration, claims
8 submission and distribution of the Settlement Benefits to Authorized Claimants. To
9 become an Authorized Claimant and receive to Settlement Benefits, a member of the
10 Settlement Class must submit a claim in the manner set forth in the Settlement Agreement
11 and comply with the instructions accompanying the Claim Form. The Claims
12 Administrator will make distributions of the Settlement Benefits to Authorized Claimants
13 in accordance with the terms of the Settlement Agreement.

14 11. All members of the Settlement Class who do not return a Claim Form before
15 the deadline set forth in the Settlement Agreement and/or whose Claim Form is not
16 accepted as valid by the Claims Administrator will be barred from participating in the
17 distribution of Settlement Benefits, but in all other respects will be bound by all the terms
18 of the Settlement Agreement and the terms of this Judgment and Order of Dismissal,
19 including without limitation the releases provided for in the Settlement Agreement and in
20 this Judgment and Order of Dismissal, and will be barred from bringing or prosecuting any
21 action against the Released Parties concerning the Released Claims.

22 12. The Court has considered and hereby overrules all objections by members of
23 the Class and finds they are no impediment to approval of the Settlement.

24 13. The Court finds that the Settlement Agreement was arrived at in good faith
25 following extensive arms-length negotiations between experienced counsel, and the
26 Settlement is fair, reasonable and adequate, and is in the best interests of all members of
27 the Class within the meaning of Rule 23(e)(2) of the Federal Rules of Civil Procedure. The
28 Court therefore approves the Settlement Agreement and the Settlement contemplated

1 thereby in all respects, and orders the Parties to perform its terms to the extent the Parties
2 have not already done so.

3 14. The Litigation, as well as all Released Claims (including Unknown Claims)
4 against all Released Parties, is hereby dismissed with prejudice. The Parties are to bear
5 their own fees and costs in connection with the Litigation and the Settlement, except as
6 otherwise provided in the Settlement Agreement.

7 15. Upon the Effective Date, the Class Representatives and all Settlement Class
8 Members shall be deemed to have, and by operation of this Judgment and Order of
9 Dismissal shall have, fully, finally, and forever released, relinquished and discharged with
10 prejudice all Released Claims (including Unknown Claims) against all Released Parties.
11 The Class Representatives and all Settlement Class Members are forever barred and
12 enjoined from prosecuting any Released Claims (including Unknown Claims) against any
13 Released Parties.

14 16. The Settlement Agreement, the Settlement, and all proceedings, negotiations,
15 acts, documents, and statements related thereto (collectively referred to herein as
16 "Settlement Activities") shall not be deemed to be evidence of, or an admission by any
17 Party of, any fault, liability or wrongdoing whatsoever as to any facts or claims alleged in
18 the Litigation. Neither the Settlement Agreement nor this Final Judgment and Order of
19 Dismissal is a finding of, or evidence of the validity or invalidity of, any claims or
20 defenses in the Litigation or any wrongdoing by any Party or any damages or injury to any
21 Class Member. The Settlement Activities do not constitute, and may not be used or
22 construed as, an admission, concession, presumption, proof, evidence, or finding of any
23 liability, fault, wrongdoing, injury or damages on the part of any Party. The Settlement
24 Activities shall not be admissible in any proceeding of any nature, for any purpose
25 whatsoever; provided, however, that the Settlement Activities may be introduced in any
26 proceeding, whether before the Court or otherwise, (a) to enforce the Settlement and/or
27 this Judgment and Order of Dismissal or (b) to argue the *res judicata*, collateral estoppel,
28 other preclusion effect of the Settlement.

1 17. Pursuant to the terms of the Settlement Agreement, Plaintiffs' Counsel made
2 an application for an award of Attorneys' Fees and Expenses and for Service Awards for
3 the Class Representatives. In an accompanying Order, the Court makes an award of
4 Attorneys' Fees and Expenses and Service Awards. The Court hereby severs the above
5 Fee and Expense Award from this Judgment and Order of Dismissal so that it shall
6 immediately become a separate and independent order and not part of this Judgment and
7 Order of Dismissal. Any order entered regarding the application by Plaintiffs' Counsel for
8 Fees and Expenses shall in no way affect or disturb this Judgment and Order of Dismissal
9 and shall be considered separate from it.

10 18. Without affecting the finality of this Judgment and Order of Dismissal in any
11 way, this Court hereby retains continuing jurisdiction over: (a) implementation of the
12 Settlement; (b) the payment of attorneys' Fees and Expenses; (c) the payment of Class
13 Representative Service Awards; and (d) all Parties for the purpose of construing,
14 enforcing, and administering the Settlement Agreement.

15 19. The Court finds that during the course of the Litigation, the Parties and their
16 respective counsel at all times complied with the requirements of Federal Rule of Civil
17 Procedure 11.

18 20. In the event that the Settlement Agreement and the Settlement does not
19 become effective because (a) the Effective Date does not occur, (b) Final Approval is not
20 obtained or is overturned on appeal, (c) the Settlement Agreement is cancelled, terminated,
21 or rescinded, or (d) for any other reason, then the Settlement Agreement and the
22 Settlement shall be null and void and of no force and effect, in accordance with the
23 Settlement Agreement, and the following provisions shall apply:

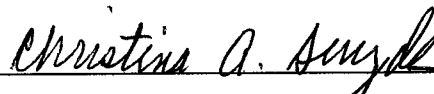
- 24 a. No Fees and Expenses whatsoever shall be awarded or payable to
25 Plaintiffs' Counsel.
26 b. No Service Awards whatsoever shall be awarded or payable to
27 Plaintiffs.
28

- 1 c. LS&Co. will remain responsible to pay for Administrative Expenses
2 already incurred and neither Plaintiffs nor Plaintiffs' Counsel shall be
3 responsible to pay for such Administrative Expenses.
4 d. No Settlement Activity shall have any effect, be construed as an
5 admission by any Party, or be admissible or discoverable for any
6 purpose in the Litigation or in any other proceeding.
7 e. Nothing in the Settlement Agreement will be deemed to prejudice the
8 position of any of the Parties with respect to the Litigation.
9 f. The Litigation shall for all purposes revert to its status as of the close of
10 business (Pacific Time) on March 15, 2011. Within twenty (20) days
11 after a determination that the Effective Date will not occur, the Parties
12 shall advise the Court and seek to place the motion for class
13 certification and the scheduling conference back on the Court's
14 calendar.

15 **IT IS SO ORDRED:**

16
17 Dated

8/29/11



Hon. Christina A. Snyder

United States District Court Judge

EXHIBIT A

The following is a list of persons who filed timely and valid requests for exclusion from the Class and shall not be members of the Settlement Class and shall have no right to receive any Settlement Benefits:

- a. Donald E. Brown;
- b. Ida L. Brown;
- c. Gayla Carter;
- d. Alex R. Chew;
- e. Lydia T. Chew;
- f. Carol C. Cote;
- g. Harry A. Cote;
- h. Joy Cruise;
- i. Luis A. Davila;
- j. David Eurpongpan;
- k. Johnny R. Gaspard
- l. Joyce Gauser;
- m. Charlotte Kramer;
- n. Ole Olson;
- o. Felix A. Prather;
- p. Rita M. Raeside;
- q. Deanne Regan;
- r. Michael Regan;
- s. Michael Smuda;
- t. Katherine Sneddon;
- u. William Sneddon;
- v. Darlene Wyvel; and
- w. Donald Wyvel;