

**Non-Class Action Arbitration
Compelled In Consumer Antitrust
Case Based on Click Wrap Agreement**

Users of online travel services must individually arbitrate, in the travel service's home county, their claims that online travel services conspired with hotels to fix hotel room prices. The Federal District Court in Dallas enforced Travelocity's clickwrap agreement containing the arbitration clause.

Plaintiffs contended that the arbitration clause was unenforceable because the litigation costs, including experts necessary to prove the antitrust violations, would make it prohibitively expensive to vindicate their rights. The Court noted that Travelocity agreed to pay all costs of the arbitrator, including any proof or witnesses required by the arbitrator. The Court held that costs of "advocating the case" would not be considered in determining whether the arbitration clause made it prohibitively expensive for plaintiffs to vindicate their rights.

In re: ONLINE TRAVEL COMPANY (OTC) HOTEL BOOKING ANTITRUST LITIGATION, 12-cv-3515 (N.D. Tex. June 14, 2013)

Please click [here](#) to view case document.

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