

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

American Airlines, Inc., a Delaware corporation, )  
)  
)  
Plaintiff, )  
)  
vs. )  
)  
Sabre, Inc., a Delaware corporation; Sabre Holdings Corporation, a Delaware corporation; and Sabre Travel International Ltd., a foreign corporation, d/b/a Sabre Travel Network; )  
)  
Travelport Limited, a foreign corporation and Travelport, LP, a Delaware limited partnership, d/b/a Travelport; )  
)  
and )  
)  
Orbitz Worldwide, LLC, a Delaware limited liability company, d/b/a Orbitz; )  
)  
Defendants. )

Civil Action No.: 4:11-cv-0244-Y

**FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS**

TO: Defendants Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., by and through their attorneys of record, Cantey Hanger LLP, 600 West 6th Street, Suite 300, Fort Worth, Texas 76102.

Defendants Travelport, Limited and Travelport, LP, by and through their attorneys of record, Friedman, Suder & Cooke, Tindall Square Warehouse No.1, 604 East Fourth Street, Suite 200, Fort Worth, Texas 76102.

Defendant Orbitz Worldwide, LLC, by and through its attorneys of record, Little Pedersen Fankhauser LLP, 901 Main Street, Suite 4110, Dallas, Texas 75202.

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure,

American Airlines, Inc. hereby requests that Defendants Sabre, Inc., Sabre Holdings

Corporation, Sabre Travel International Ltd., Travelport Limited, Travelport, LP, and Orbitz Worldwide, LLC produce the documents described below.

## I. DEFINITIONS

1. The term "AA" means American Airlines, Inc.
2. The term "AA Direct Connect" means AA's distribution of flight, fare, and availability information from AA's internal reservation system to travel agents using technology that is designed to bypass, in whole or in part, the GDSs.
3. The term "Amended PCA" means the Distribution Content and Modified Payments Amendment, dated September 1, 2006, by and between AA and Sabre Travel International Limited. The Amended PCA amends the Sabre Participating Carrier Distribution and Services Agreement, dated September 22, 1998.
4. The term "Booking" means an airline passenger segment for transportation that is created by or reserved, purchased, or ticketed through a GDS or Direct Connect.
5. The term "Booking Fee" means the fee that any GDS charges on a per-segment basis for a Booking.
6. The term "Booking Source Premium" means the recovery fee AA applied to flights for which Travelport's Increased Booking Fee was applied.
7. The term "Content Agreement" means the Content Agreement, dated March 28, 2006, by and between AA and Worldspan, L.P. The Content Agreement amends the Worldspan Participating Carrier Agreement that became effective February 1, 1991.
8. The term "Direct Connect" means a direct connection to an air carrier's internal reservation system or any other means by which a travel agency, corporation, organization, person, or other entity may reserve, purchase, and/or ticket travel on the air carrier's flights where the GDS either is not utilized or is utilized to facilitate the direct connection between the airline and subscriber.
9. The term "Distribution Contracts" means the Content Agreement, the Amended PCA, and the Preferred Fares Amendment.
10. The term "Farelogix" means Farelogix Inc.
11. The terms "Full Content Provision" and "Content Parity Provision" mean Section 2.1 of the Content Agreement, Section 3(a) of the Amended PCA, Section 2.1 of the Preferred Fares Amendment, or any contractual provision requiring air carriers to provide to a GDS information, data or services, including for example fares, schedules, and associated rules and seat availability related to reserving or purchasing air travel, that

an air carrier makes available to another distribution channel, including any other GDS, the general public, its own reservations and sales personnel, and/or the air carrier's website or Direct Connect.

12. The terms "GDS" or GDSs" mean the global distribution systems operated under the Sabre, Galileo, Apollo, Worldspan, and Amadeus brands.

13. The terms "Most Favored Nation Provision" and "MFN Provision" mean Section 2.2 of the Content Agreement, Section 3(a) of the Amended PCA, Section 2.1 of the Preferred Fares Amendment, or any contractual provision that in its purpose or effect requires an airline to offer each GDS the same content on equivalent terms as those offered to any other GDS and/or through alternate distribution channels such as an airline's website or through a direct connection.

14. The term "Orbitz" means defendant Orbitz Worldwide, LLC, as well as its subsidiaries, parent companies, predecessor entities, or related entities, and any agent, employee, attorney or other person acting on its behalf

15. The term "Preferred Fares Amendment" means the Preferred Fares Amendment, dated July 5, 2006, by and among AA, Galileo International, L.L.C. and Galileo Nederland, B.V. The Preferred Fares Amendment amends the Galileo International Global Airline Distribution Agreement dated December 15, 1993.

16. The term "Sabre" means either defendants Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., as well as their subsidiaries, parent companies, predecessor entities, or related entities, and any agent, employee, attorney or other person acting on their behalf, or the Sabre GDS.

17. The term "Sabre Authorized Developer Agreement" means Sabre's developer agreement that allows third parties to interface and interoperate with the Sabre GDS in order to provide services to travel agencies.

18. The term "Sabre Display of AA's Fares" means the way in which Sabre displayed AA's fares to Sabre travel agent subscribers, through its GDSs, from January 5, 2011 until January 10, 2011.

19. The term "Sabre Increased Booking Fee" means the increase in Booking Fees that Sabre charged AA from January 5, 2011 until January 10, 2011 for booking of AA flights by travel agents that subscribe to Sabre.

20. The term "Travelport" means either defendants Travelport Limited and Travelport, LP, as well as their subsidiaries, parent companies, predecessor entities, or related entities, and any agent, employee, attorney or other person acting on their behalf, or the Galileo, Apollo, and Worldspan GDSs.

21. The term "Travelport's Display of AA's Fares" means the way in which Travelport has, from December 20, 2010 until February 17, 2011, displayed AA's fares

to Travelport subscribers, through its GDSs including incorporating into AA's fares the Booking Source Premium.

22. The term "Travelport's Increased Booking Fee" means the 100% increase in Booking Fees that Travelport imposed on AA effective December 3, 2010 for bookings of AA flights by travel agents in non-U.S. markets that subscribe to Travelport.

23. The term "Travelport System Access Agreement" means Travelport's developer agreement that allows third parties to interface and interoperate with the Galileo, Apollo, and Worldspan GDSs in order to provide services to travel agencies.

24. The term "Travelport's Universal Application Programming Interface (uAPI)" means Travelport's alternative channel for distributing airline flight, fare, and availability information to travel agents.

25. The term "Subscriber Services Agreement" means the Subscriber Services Agreement, dated July 23, 2007, by and among Orbitz Worldwide, LLC and Galileo International, L.L.C.

26. The term "communications" means any oral or written transmittal or receipt of facts, information, thoughts, inquiries, or opinions, including meetings, conversations in person, telephone conversations, records of conversations or messages, telegrams, facsimile transmissions, electronic mail transmissions, letters, reports, memoranda, formal statements, press releases, and newspaper stories. References to communications with business entities shall be deemed to include all officers, directors, employees, personnel, agents, attorneys, accountants, consultants, independent contractors, or other representatives of such entities.

27. The terms "concerning," "regarding," "relating," and "referencing" mean arising out of, consisting of, constituting, containing, embodying, reflecting, evidencing, identifying, stating, supporting, referring to, recording, dealing with, describing, explaining, memorializing, or in any manner whatsoever pertaining to the subject.

28. The term "correspondence" means any written transmittal or receipt of facts, information, thoughts, inquiries, opinions, including meetings, conversations in person, telephone conversations, records of conversations or messages, telegrams, facsimile transmissions, electronic mail transmissions, letters, reports, memoranda, formal statements, press releases, and newspaper stories. References to correspondence with business entities shall be deemed to include all officers, directors, employees, personnel, agents, attorneys, accountants, consultants, independent contractors, or other representatives of such entities.

29. The term "documents" has the broadest meaning accorded it by Federal Rules of Civil Procedure. The term includes both original and nonidentical copies of all papers, letters, files, contracts, books, accounts, drawings, graphs, charts, photographs, films, electronic or videotape recordings, and any other data compilations from which information can be obtained and translated, if necessary, by the person from whom production is sought, into reasonably usable form, and any other tangible things which

constitute or contain matters relevant to the subject matter herein, including, but not limited to, ledgers, journals, diaries, manuals, books of account, financial statements, articles of incorporation, resolutions, by-laws, inventory lists, client lists, stock certificates, minutes, notes, records of meetings, discs, records of conferences, lists of persons attending meetings or conferences, reports or summaries of interviews, emails, reports or summaries of investigations, opinions, reports or summaries of negotiations, brochures, pamphlets, advertisements, government regulations, documents and authorities, letters, memoranda, telephone messages, notes of or relating to telephone communications, calendars, schedules, organizational charts, circulars, press releases, mailing lists, drafts of any of the documents listed, revisions of drafts of any documents, and original preliminary notes concerning drafts of any documents, within your possession, custody, or control.

## II. INSTRUCTIONS

1. The terms used in these Requests for Production (the “Requests”) are to be given their most expansive and inclusive interpretation unless otherwise expressly limited in a specific request. This includes, without limitation, the following:

- a. construing “and” and “or” in the disjunctive or conjunctive as necessary to make a request more inclusive;
- b. construing the singular form of a word to include the plural and the plural to include the singular;
- c. construing the term “among” to mean between or among;
- d. construing the term “any” to mean any, all, each, and every;
- e. construing masculine, feminine, or neuter pronouns to include other genders; and
- f. construing the present tense of a verb to include its past tense and vice-versa.

2. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), in the event you object to part of a Request, you are to respond to that portion of the Request believed to be unobjectionable and specifically identify the aspect of the Request to which you object and the basis for your objection. In the event you claim that any information responsive to these Requests is beyond the scope of permissible discovery, such claim shall specify in detail all the grounds on which the claim rests. AA reserves its right to challenge any such claim under Federal Rule of Civil Procedure 34(b)(2)(C).

3. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(B), you must answer each Request by stating that production will be made or inspection will be permitted.

4. Pursuant to Federal Rule of Civil Procedure 26(b)(5), you must identify in your response any documents or information you refuse to produce on the basis of any

privilege, exemption, or immunity, together with information sufficient to permit AA to make a determination whether you have a proper basis for refusing to produce the document. In doing so, the following information should be supplied in writing:

- a. that information responsive to the Request has been withheld;
- b. identify the Request to which the information or material relates;
- c. state the privilege(s) asserted; and
- d. describe the nature of the documents, communications, or tangible things not produced or disclosed.

5. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(E), documents responsive to the Requests are to be made available in their present condition and as they are kept in the ordinary course of business or labeled to identify the specific Request to which they pertain.

6. The Requests are continuing in nature, and you must supplement or correct your answers in accordance with Federal Rule of Civil Procedure 26(e)(1).

7. The Requests are intended to cover all information in your possession, custody, or control whether directly or indirectly. Information is deemed to be within your possession, custody, or control if: (a) it is within your actual knowledge or possession; (b) it is within the possession of your employees, agents, trustees, attorneys, accountants, advisors or representatives; or (c) it is within the possession of any other person or entity and you have the right to obtain the documents from such person or entity.

8. If a Defendant intends to use or has used search terms to collect and review potentially responsive documents, that Defendant shall provide AA its search terms promptly so that AA can meet and confer with that Defendant, if necessary, on the sufficiency of the search terms employed.

### **III. RELEVANT TIME PERIOD**

Unless otherwise noted, these Requests cover documents, communications, and information created, revised, transmitted, or reviewed for the time period of April 12, 2007 to the present.

### **IV. REQUESTS TO PRODUCE DOCUMENTS**

1. All documents and internal or external communications referring or relating to, as well as all documents and testimony produced in, *Travelport v. American Airlines*, Case No. 2010 CH-48028, in the Circuit Court of Cook County, Illinois.

2. All documents and internal or external communications referring or relating to, as well as all documents and testimony produced in, *American Airlines, Inc. v.*

*Sabre, et al.*, Case No. 067-249214-10, in the 67th Judicial District of Tarrant County, Texas.

3. All documents and internal or external communications referring or relating to, as well as all documents and testimony produced in, *US Airways, Inc. v. Sabre Holdings Corp.*, Case No. 11-cv-2725, in the United States District Court for the Southern District of New York.

4. All non-privileged documents and internal or external communications referring or relating to *American Airlines, Inc. v. Sabre, Inc., et al., et al.*, Case No. 4:11-cv-00244-Y, in the United States District Court for the Northern District of Texas.

5. All documents submitted (including on a voluntary basis) to the United States Department of Justice or the United States Department of Transportation, or in response to a Civil Investigative Demand (“CID”) issued by the United States Department of Justice, including a copy of the CID and any external correspondence regarding such CID with the United States Department of Justice, regarding the distribution of airline flight, fare, and availability information or alternative channels for distributing such information.

6. Since January 1, 2006, all: i) strategic, business and marketing plans; ii) documents related to GDS market shares; iii) documents related to actual or potential competitors; iv) documents related to barriers to entry (including to the adoption of direct connect or a new GDS entrant); v) documents referring to the GDS Defendants’ travel agent subscribers; vi) marketing presentations and materials by each of the GDS Defendants to its travel agent subscribers; and vii) analyses, studies, and presentations by each of the GDS Defendants concerning each of its travel agent subscribers.

7. Audited financial statements (e.g., income statements, profit and loss statements, statements of cash flows and balance sheets) and financial reports, memoranda, and analyses concerning the GDSs’ financial performance.

8. All documents and internal or external communications concerning the profitability, profit margin or costs of operating the GDSs, including marginal and fixed costs, and research, development and investment with respect to the GDSs.

9. All documents and internal or external communications referring to Direct Connect, including, but not limited to, AA Direct Connect.

10. All documents and internal or external communications regarding: i) the expiration or termination of the Distribution Contracts or any amendment thereto, and/or ii) negotiations related to extending or modifying those Contracts or amendments or entering into new Contracts or amendments with AA, including financial or other models or forecasts, strategic plans, analyses, presentations, and memoranda.

11. Documents sufficient to show Booking Fees since 2003 and all documents and internal or external communications referring or relating to changes in the rates charged for Booking Fees and the reasons for such changes.



12. All documents and internal or external communications regarding: i) Travelport's Increased Booking Fee; ii) AA's Booking Source Premium; iii) Travelport's Display of AA's Fares; iv) Sabre's Increased Booking Fee; and/or v) Sabre's Display of AA's Fares.

13. All documents and internal or external communications relating to any actual or potential actions that were taken or considered against AA or any other airline for using Direct Connect.

14. Since January 1, 2006, all marketing materials, analyses, studies, or presentations in connection with any actual or potential investment, acquisition, merger, or exit strategies, including, but not limited to, offering memoranda, prospectuses, and financial projections.

15. Each of Sabre's and Travelport's contracts with air carriers, including but not limited to Air Canada Inc., Continental Airlines, Inc., Delta Airlines, Inc., JetBlue Airways Corp., Southwest Airlines Co., or Spirit Airlines, Inc., United Air Lines, Inc., and US Airways, Inc.

16. All documents and internal or external communications referring or relating to the most favored nation clauses in Sabre's and Travelport's GDS contracts with air carriers, including but not limited to Air Canada Inc., Continental Airlines, Inc., Delta Airlines, Inc., JetBlue Airways Corp., Southwest Airlines Co., or Spirit Airlines, Inc., United Air Lines, Inc., and US Airways, Inc.

17. All documents and internal or external communications referring or relating to the full content provisions in Sabre's and Travelport's GDS contracts with air carriers, including but not limited to Air Canada Inc., Continental Airlines, Inc., Delta Airlines, Inc., JetBlue Airways Corp., Southwest Airlines Co., or Spirit Airlines, Inc., United Air Lines, Inc., and US Airways, Inc.

18. All documents and internal or external communications referring or relating to the termination provisions or termination dates in Sabre's and Travelport's GDS contracts with air carriers, including but not limited to Air Canada Inc., Continental Airlines, Inc., Delta Airlines, Inc., JetBlue Airways Corp., Southwest Airlines Co., or Spirit Airlines, Inc., United Air Lines, Inc., and US Airways, Inc.

19. All documents and internal or external communications regarding the ability of travel agents, if any, to switch from one GDS to another or to Direct Connect, including, but not limited to, documents describing, referring to, or identifying: i) costs, disincentives, or impediments to switching to a different GDS or Direct Connect, or ii) savings, incentives, or benefits to continuing to use the same GDS.

20. Each of Travelport's and Sabre's contracts with each of their top two hundred (200) largest travel agent subscribers by Bookings.

21. All financial reports or documents related to payments by Sabre or Travelport or their GDSs to their travel agent subscribers, including, but not limited to,

documents and internal or external communications regarding the amounts of and reasons for such payments.

22. All documents and internal or external communications referring or relating to Travelport's and Sabre's contracts with their travel agent subscribers referring or relating to the following topics:

- a. content aggregation;
- b. exclusivity provisions;
- c. incentive payments;
- d. rebates;
- e. volume discount provisions;
- f. penalty or shortfall provisions;
- g. the length of the contract terms; and
- h. termination provisions.

23. All documents and internal or external communications concerning: i) Farelogix or any other entity that has developed or is developing technology to assist in the distribution of airline flight, fare, and availability information through a medium other than a GDS, including, but not limited to, the termination of Farelogix or such other entities from the Sabre Authorized Developer Agreement and the Travelport System Access Agreement or as a licensee of a Defendant's GDS; and/or ii) content aggregation or interconnection between the Defendants' GDSs and other GDSs.

24. Documents sufficient to show the technical and commercial arrangements for actual, contemplated, or proposed implementations of Direct Connect through a GDS for air carriers, including but not limited to Air Canada Inc., AirTran Airways, Emirates, and Southwest Airlines Co.,

25. All strategic, business and marketing plans regarding Travelport's Universal Application Programming Interface (uAPI), Travelport's Universal Desktop, Sabre's Red Workspace and/or Trams Back Office.

26. Each contract between Sabre or Travelport and any business entity relating to that entity's use of a GDS or a corporate booking tool (including, but not limited to, Get There or Traversa), or that entity's use of a travel agency that subscribes to a GDS.

27. All documents and internal or external communications regarding Travelport's relationship with Orbitz, including the parties' contracts and any payments Travelport made to Orbitz associated with Orbitz's relationship with American.

Dated: July 5, 2011



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**CERTIFICATE OF SERVICE**

I hereby certify that on this day, July 5, 2011, I caused a true copy of American Airlines, Inc.'s First Request for Production of Documents to be served via hand delivery upon each of the following:

- Defendants Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., by and through their attorney of record, Scott A. Fredricks, Cantey Hanger LLP, 600 West 6th Street, Suite 300, Fort Worth, Texas 76102;
- Defendants Travelport, Limited and Travelport, LP, by and through their attorney of record, Walker C. Friedman, Friedman, Suder & Cooke, Tindall Square Warehouse No.1, 604 East Fourth Street, Suite 200, Fort Worth, Texas 76102; and
- Defendant Orbitz Worldwide, LLC, by and through its attorney of record, John J. Little, Little Pedersen Fankhauser LLP, 901 Main Street, Suite 4110, Dallas, Texas 75202.

  
Sandra Y. Fusco