

# EXHIBIT C

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

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AMERICAN AIRLINES, INC.,	)	
	)	
Plaintiff,	)	
	)	Case No. 4:11-cv-00244-Y
vs.	)	
	)	
TRAVELPORT LIMITED, et al.,	)	
	)	
Defendants.	)	

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**DEFENDANT TRAVELPORT’S THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF AMERICAN AIRLINES, INC.**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Defendants Travelport Limited and Travelport, LP (collectively, “Travelport”) hereby request that Plaintiff American Airlines, Inc. (“AA”) produce the documents described below.

**DEFINITIONS**

1. The terms “AA,” “American” and “American Airlines” mean plaintiff American Airlines, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under American Airlines, Inc.’s control, including representatives, agents, employees, attorneys and investigators.

2. The term “Orbitz” means defendant Orbitz Worldwide, LLC including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Orbitz Worldwide, LLC’s control, including representatives, agents, and employees.

3. The term “Sabre” means defendants Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf or under Sabre, Inc., Sabre Holdings Corporation, or Sabre Travel International Ltd., control, including representatives, agents and employees.

4. The term “Travelport” means defendants Travelport Limited and Travelport, LP including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Travelport Limited or Travelport, LP’s control, including representatives, agents and employees.

5. The term “AA Direct Connect” means the technology developed by and/or on behalf of AA that distributes AA’s flight, fare, and availability information from AA’s internal reservation system directly to travel agencies (including those in-house at Corporate Customers), whether or not that direct distribution to travel agencies is facilitated or supported by a GDS or other third party.

6. The term “ancillary services” means “optional services” as that term is used by AA in its Distribution Update Blog;<sup>1</sup> and any other services, products or related fees unbundled from the cost of a ticket, including, but not limited to, services, products, or related fees for checked baggage, onboard Internet connectivity, seat selection, ticket cancellation, changes in previously purchased tickets, seats with greater legroom, lounge access, snacks, meals, drinks, pillows, blankets, or priority boarding.

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<sup>1</sup> American Airlines Distribution Update Blog, *available at* <http://www.aa.com/i18n/agency/distribution/main.jsp?anchorLocation=DirectURL&title=distribution>.

7. The term “booking” means an airline passenger segment for transportation that is created by or reserved, purchased, or ticketed through a GDS, Direct Connect, or other distribution source.

8. The term “corporate customer” means a corporation or other entity that purchases travel either through a Travel Agency or directly from a GDS or airline.

9. The term “Direct Connect” refers to technology that allows travel agents, corporations, or other entities to connect directly with an air carrier’s internal reservation system to reserve, purchase, or ticket travel on the air carrier’s flights, whether or not that direct distribution to travel agencies is facilitated or supported by a GDS or other third party.

10. The terms “GDS” and “GDSs,” for purposes of these Requests only, mean the global distribution systems operated under the Sabre, Galileo, Apollo, Worldspan and Amadeus brands.

11. The term “metasearch” includes Kayak.com and Google/ITA and also has the meaning ascribed to that term by AA in Cory Garner’s statement, “If American is unable to reach a deal with Orbitz, American’s fares will continue to be widely available through AA.com, corporate TMCs, brick and mortar travel agencies, other online travel agencies such as Priceline.com, and metasearch engines such as Kayak.com.”<sup>2</sup>

12. The term “online travel agencies” has the meaning ascribed to that term by AA in Paragraph 33 of AA’s Second Amended Complaint.

13. The term “traditional brick and mortar travel agencies” has the meaning ascribed to that term by AA in Paragraph 33 of AA’s Second Amended Complaint.

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<sup>2</sup> Cory Garner, *A Message to the Travel Agency Community RE: Orbitz and Travelport*, American Airlines Distribution Update Blog, Nov. 5, 2010, available at <http://www.aa.com/i18n/agency/distribution/main.jsp?anchorLocation=DirectURL&title=distribution>.

14. The term “Travel Agency” and “Travel Agencies” mean “traditional brick and mortar travel agencies” and “online travel agencies” as those terms are used in Paragraph 33 of AA’s Second Amended Complaint and includes “Travel Management Companies” as defined in these Definitions.

15. The term “Travel Management Companies” or “TMCs” includes Carlson Wagonlit Travel, Hogg Robinson Group, American Express, BCD Travel Services, Egencia, and any other company that, in addition to making travel arrangements, serves clients by negotiating and managing travel-related services and by monitoring and analyzing travel expenditures.

16. “Relate to,” “refer to,” “relating to,” and “referring to” mean constituting, comprising, evidencing, reflecting, respecting, discussing, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, or studying – in any manner logically, factually, directly or indirectly to the matters discussed in the applicable Request.

17. “Including” means “including but not limited to.”

18. “You,” “your,” “yours,” or “your company” means the entity to whom these requests are addressed, including all present and former parents, subsidiaries, affiliates, predecessors, successors, present and former officers, directors, employees, partners, agents, representatives, and other persons acting on the entity’s behalf.

### **INSTRUCTIONS**

1. In addition to the specific instructions set forth below, these document requests incorporate by reference the instructions set forth in Rule 34 of the Federal Rules of Civil Procedure.

2. You are obligated to produce all responsive documents in your “possession, custody or control” within the broadest meaning of those terms under the Federal Rules of Civil Procedure. If you know or believe that there may be, or were, documents otherwise responsive to a particular request, but which are no longer within your possession, custody or control, or which no longer exist, state so in your response to that particular request and identify why the document is no longer in your possession, custody or control.

3. If you cannot respond fully, or if you object in part, to any document request, you should nevertheless respond to the remaining portions.

4. In construing the document requests, you should give effect to the Definitions set forth above. Undefined words and terms should be given their common meaning. If you are unsure of the definition of a particular term or word, you should use the definition that you believe to be the most accurate and state that definition in your response.

5. In construing the document requests, the use of the singular form includes the plural and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses.

6. “And” as well as “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of each request any information or documents that might otherwise be construed to be outside of its scope.

7. “All” and “any” shall be construed to mean each and every and shall be construed broadly to bring within the scope of each request any information or documents that might otherwise be construed to be outside of its scope. A request that requests “documents” shall be construed as requesting “any and all documents.”

8. If no documents exist that are responsive to a particular document request, state in writing that no responsive documents exist.

9. Documents produced shall be numbered consecutively, with a prefix identifying the name of the producing entity. For every document produced, you should indicate the custodian from whose custody or possession the document was produced.

10. Except as otherwise specified below, electronically stored information should be produced in standard summation, multi-page tiff format, as well as in searchable text format, with the following fields of metadata produced where available: (a) for emails –custodian, date, from, to, cc, bcc, subject, text, and attachment count; and (b) for other electronic documents – custodian, original file name, original file path, date created, date last modified, subject/title, and author. Searchable text should be the extracted text from the native file for electronic documents, or OCR scanned text for paper or any redacted electronic documents, and should be produced for each document in a separate text file. All documents with file types compatible with Microsoft Excel (e.g., .xls, .xlsx) and Microsoft PowerPoint (e.g., .ppt, .pptx) should also be produced in native format. Defendants reserve the right to request that additional particular documents or categories of documents also be produced in their native format.

11. To the extent that a document request calls for production of raw data, the raw data should be produced in ASCII format in comma-delimited flat files. Each raw data file should be accompanied by a data dictionary which includes a listing of each field in the data and a definition and description of each field's contents. For any raw electronic data production over 10 gigabytes in size, the raw data and accompanying data dictionaries should be produced on an IDE/EIDE or SATA hard disk, formatted in Microsoft Windows-compatible, uncompressed format. For any raw electronic data production under 10 gigabytes in size, the raw data and

accompanying data dictionaries can alternatively be produced using Microsoft Windows-compatible CD, DVD, or USB Flash Drive storage.

12. If any document is withheld from production in whole or in part based on a claim of privilege, please provide a privilege log consistent with Rule 26(b)(5)(A) of the Federal Rules of Civil Procedure. At a minimum, the privilege log should specify, as to each document:

(a) date, (b) author(s), (c) recipient(s), (d) the basis for withholding, including the nature of the privilege asserted, and (e) a description of the nature of the document sufficient to allow Defendant and the Court to assess the applicability of the privilege.

### **RELEVANT TIME PERIOD**

Unless otherwise noted, these Requests cover documents, communications, information created, revised, transmitted, or reviewed during the time period from April 12, 2007 to the present, or such other time period as the parties may agree upon. These document requests are continuing in nature and you are required to amend or supplement each response and your production if you later become aware of facts or documents that indicate a prior response was incorrect or incomplete.

### **DOCUMENT REQUESTS**

1. Data or documents sufficient to show, since January 1, 2005, all travel agencies who have made U.S. point of sale AA bookings.

2. Data or documents sufficient to show, for each travel agency identified in response to Request 1, the number of segments booked annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;



- (c) Supplier Link;
- (d) aa.com;
- (e) all AA-owned distribution channels;
- (f) Travelport's GDSs;
- (g) Sabre's GDS;
- (h) Amadeus's GDS; and
- (i) all GDSs.

3. Data or documents sufficient to show, for each travel agency identified in response to Request 1, the number of tickets booked annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) all AA-owned distribution channels;
- (f) Travelport's GDSs;
- (g) Sabre's GDS;
- (h) Amadeus's GDS; and
- (i) all GDSs.

4. Data or documents sufficient to show, for each travel agency identified in response to Request 1, the amount of revenue AA obtained from sales of AA tickets annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) all AA-owned distribution channels;
- (f) Travelport's GDSs;
- (g) Sabre's GDS;
- (h) Amadeus's GDS; and
- (i) all GDSs.

5. Data or documents sufficient to show, for each travel agency identified in response to Request 1, the amount of revenue AA obtained from sales of each AA ancillary service annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) all AA-owned distribution channels;
- (f) Travelport's GDSs;
- (g) Sabre's GDS;
- (h) Amadeus's GDS; and

- (i) all GDSs.

6. Data or documents sufficient to show, for each travel agency identified in response to Request 1, the cost of distribution annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) all AA-owned distribution channels;
- (f) Travelport's GDSs;
- (g) Sabre's GDS;
- (h) Amadeus's GDS; and
- (i) all GDSs.

7. Data or documents sufficient to show, since January 1, 2005, all corporate customers who have made U.S. point of sale AA bookings.

8. Data or documents sufficient to show, for each corporate customer identified in response to Request 7, the number of segments booked annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) AA call centers;

- (f) AA ticket offices;
- (g) all AA-owned distribution channels;
- (h) Travelport's GDSs;
- (i) Sabre's GDS;
- (j) Amadeus's GDS;
- (k) all GDSs;
- (l) all metasearch;
- (m) Expedia;
- (n) Orbitz.com;
- (o) Orbitz for Business;
- (p) Cheaptickets.com;
- (q) all Orbitz-owned distribution channels;
- (r) Priceline;
- (s) Travelocity;
- (t) all online travel agencies;
- (u) Hogg Robinson Group;
- (v) American Express;
- (w) Carlson Wagonlit Travel;
- (x) BCD Travel Services;
- (y) Egencia;
- (z) all Travel Management Companies; and
- (aa) all brick and mortar travel agencies, excluding Travel Management Companies.

9. Data or documents sufficient to show, for each corporate customer identified in response to Request 7, the number of tickets booked annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) AA call centers;
- (f) AA ticket offices;
- (g) all AA-owned distribution channels;
- (h) Travelport's GDSs;
- (i) Sabre's GDS;
- (j) Amadeus's GDS;
- (k) all GDSs;
- (l) all metasearch;
- (m) Expedia;
- (n) Orbitz.com;
- (o) Orbitz for Business;
- (p) Cheaptickets.com;
- (q) all Orbitz-owned distribution channels;
- (r) Priceline;
- (s) Travelocity;
- (t) all online travel agencies;

- (u) Hogg Robinson Group;
- (v) American Express;
- (w) Carlson Wagonlit Travel;
- (x) BCD Travel Services;
- (y) Egencia;
- (z) all Travel Management Companies; and
- (aa) all brick and mortar travel agencies, excluding Travel Management Companies.

10. Data or documents sufficient to show, for each corporate customer identified in response to Request 7, the amount of revenue AA obtained from sales of AA tickets annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) AA call centers;
- (f) AA ticket offices;
- (g) all AA-owned distribution channels;
- (h) Travelport's GDSs;
- (i) Sabre's GDS;
- (j) Amadeus's GDS;
- (k) all GDSs;
- (l) all metasearch;

- (m) Expedia;
- (n) Orbitz.com;
- (o) Orbitz for Business;
- (p) Cheaptickets.com;
- (q) all Orbitz-owned distribution channels;
- (r) Priceline;
- (s) Travelocity;
- (t) all online travel agencies;
- (u) Hogg Robinson Group;
- (v) American Express;
- (w) Carlson Wagonlit Travel;
- (x) BCD Travel Services;
- (y) Egencia;
- (z) all Travel Management Companies; and
- (aa) all brick and mortar travel agencies, excluding Travel Management Companies.

11. Data or documents sufficient to show, for each corporate customer identified in response to Request 7, the amount of revenue AA obtained from sales of each AA ancillary service annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;

- (e) AA call centers;
- (f) AA ticket offices;
- (g) all AA-owned distribution channels;
- (h) Travelport's GDSs;
- (i) Sabre's GDS;
- (j) Amadeus's GDS;
- (k) all GDSs;
- (l) all metasearch;
- (m) Expedia;
- (n) Orbitz.com;
- (o) Orbitz for Business;
- (p) Cheaptickets.com;
- (q) all Orbitz-owned distribution channels;
- (r) Priceline;
- (s) Travelocity;
- (t) all online travel agencies;
- (u) Hogg Robinson Group;
- (v) American Express;
- (w) Carlson Wagonlit Travel;
- (x) BCD Travel Services;
- (y) Egencia;
- (z) all Travel Management Companies; and



- (aa) all brick and mortar travel agencies, excluding Travel Management Companies.

12. Data or documents sufficient to show, for each corporate customer identified in response to Request 7, the cost of distribution annually since January 1, 2005 through each of the following:

- (a) all distribution channels;
- (b) AA Direct Connect;
- (c) Supplier Link;
- (d) aa.com;
- (e) AA call centers;
- (f) AA ticket offices;
- (g) all AA-owned distribution channels;
- (h) Travelport's GDSs;
- (i) Sabre's GDS;
- (j) Amadeus's GDS;
- (k) all GDSs;
- (l) all metasearch;
- (m) Expedia;
- (n) Orbitz.com;
- (o) Orbitz for Business;
- (p) Cheaptickets.com;
- (q) all Orbitz-owned distribution channels;
- (r) Priceline;

- (s) Travelocity;
- (t) all online travel agencies;
- (u) Hogg Robinson Group;
- (v) American Express;
- (w) Carlson Wagonlit Travel;
- (x) BCD Travel Services;
- (y) Egencia;
- (z) all Travel Management Companies; and
- (aa) all brick and mortar travel agencies, excluding Travel Management Companies.

13. All contracts or agreements between AA and any travel agency or corporate customer, including, but not limited to, incentive or private fare agreements.

14. All documents reflecting any preference by AA that travel agencies or corporate customers use a particular distribution source for AA bookings, including, but not limited to, contracts with travel agencies or corporate customers that required or incentivized the travel agency or corporate customer to use a particular GDS and all documents discussing such contractual provisions.

15. All documents cited, described, relied upon, or otherwise consulted as part of AA's responses to Travelport's First Set of Interrogatories and First Set of Requests for Admission.

Dated: January 30, 2011

/s/ Michael L. Weiner

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 30th day of January, 2012, a true and correct copy of the foregoing Defendant Travelport's Third Set of Requests for Production of Documents to Plaintiff American Airlines, Inc. was served upon the following counsel of record by hand delivery:

Yolanda Cornejo Garcia  
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*Attorney for Plaintiff American  
Airlines, Inc.*

All other counsel of record were served via electronic mail.

/s/ Justin N. Pentz  
Justin N. Pentz  
Dechert LLP  
2929 Arch Street  
Philadelphia, PA 19104

# **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

AMERICAN AIRLINES, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 4:11-cv-0244-Y
	)	
TRAVELPORT LIMITED, et al.,	)	
	)	
Defendants.	)	
	)	

**DEFENDANTS TRAVELPORT LIMITED AND  
TRAVELPORT, LP'S NOTICE OF THIRD-PARTY SUBPOENAS**

TO: Plaintiff American Airlines, Inc., by and through its attorneys of record, Yetter Coleman LLP, 909 Fannin St., Suite 3600, Houston, Texas 77010.

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.

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

Please take notice that Defendants Travelport Limited and Travelport, LP, by and through its undersigned counsel, will issue third-party subpoenas pursuant to Federal Rule of Civil Procedure 45 commanding the parties identified below to produce documents and tangible things. Copies of the subpoenas are attached hereto as follows:

1. Exhibit 1 is a true and correct copy of the subpoena to Emirates.
2. Exhibit 2 is a true and correct copy of the subpoena to Google, Inc.

3. Exhibit 3 is a true and correct copy of the subpoena to CWT Global B.V.

Dated: February 2, 2012

/s/ Michael L. Weiner

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 2, 2012, I caused a true and correct copy of Defendants Travelport Limited and Travelport, LP's Notice of Third-Party Subpoenas to be served via Federal Express and email, upon each of the following:

R. Paul Yetter  
Yetter Coleman LLP  
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*Attorney of Record for Plaintiff  
American Airlines, Inc.*

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*Attorney of Record for Defendants Sabre,  
Inc., Sabre Holdings Corp., and Sabre  
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*Attorney of Record for Defendant  
Orbitz Worldwide LLC*

/s/ Justin N. Pentz  
Justin N. Pentz  
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# **EXHIBIT 1**

UNITED STATES DISTRICT COURT

for the

Southern District of New York

American Airlines, Inc.	)	
<i>Plaintiff</i>	)	
v.	)	Civil Action No. 4:11-cv-00244-Y
Travelport Limited, et al.	)	
<i>Defendant</i>	)	(If the action is pending in another district, state where: Northern District of Texas )

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Emirates, 55 E. 59th Street, Floor 5, New York, NY 10022

**Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See Schedule A attached hereto.

Place: Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036	Date and Time:  02/24/2012 9:00 am
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**Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 02/01/2012

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

  
\_\_\_\_\_  
*Attorney's signature*

The name, address, e-mail, and telephone number of the attorney representing (*name of party*) Defendants,  
Travelport Limited and Travelport, LP, who issues or requests this subpoena, are:  
Craig G. Falls, Dechert LLP, 1775 I Street, NW, Washington, DC 20006, 202-261-3300, craig.falls@dechert.com

Civil Action No. 4:11-cv-00244-Y

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

### Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

#### (c) Protecting a Person Subject to a Subpoena.

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

#### **(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

#### **(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

#### (d) Duties in Responding to a Subpoena.

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

#### **(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

**SCHEDULE A**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Travelport Limited and Travelport L.P. hereby request that you produce the documents described below by the date and time set forth in the Subpoena.

**DEFINITIONS**

1. The terms “AA,” “American,” and “American Airlines” mean plaintiff American Airlines, Inc. including all divisions, subsidiaries, affiliates, controlled entities, joint ventures, related companies, any predecessors, successors, or assigns, individually or in any combination, and any agents or persons acting on behalf of or under American Airlines, Inc.’s control, including present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above, and any other person who currently or formerly acted or purported to act on behalf of, or who are or have been subject to the direction or control of, any of the entities listed above.

2. The term “AA Direct Connect” means the technology developed by and/or on behalf of AA that distributes AA’s flight, fare, and availability information from AA’s internal reservation system directly to travel agencies (including those in-house at corporate customers), whether or not that direct distribution to travel agencies is facilitated or supported by a GDS or other third party.

3. The term “airline content” means information about the schedules, availability, and prices of an airline’s flights and ancillary services, and the ability to book such flights and ancillary services.

4. The term “airline ancillary fare content” means information about the availability and prices of an airline’s ancillary services, and the ability to book such ancillary services.

5. The term “ancillary services” means “optional services” as that term is used by AA in its Distribution Update Blog;<sup>1</sup> and any other services, products or related fees unbundled from the cost of a ticket, including, but not limited to, services, products, or related fees for checked baggage, onboard Internet connectivity, seat selection, ticket cancellation, changes in previously purchased tickets, seats with greater legroom, lounge access, food, drink, pillows, blankets, or priority boarding.

6. The term “back-office” means the portion of a travel agency’s computer systems that handles accounting and other reporting functions.

7. The term “booking” means an airline passenger segment for transportation that is created by or reserved, purchased, or ticketed through a GDS, Direct Connect, or other distribution source.

8. The term “booking source premium” means any charge an airline imposes or threatens to impose on travel agencies for booking through a particular channel.

9. The term “Boston Consulting Group” means the Boston Consulting Group, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Boston Consulting Group, Inc.’s control, including representatives, agents and employees.

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<sup>1</sup> American Airlines Distribution Update Blog, *available at* <http://www.aa.com/i18n/agency/distribution/main.jsp?anchorLocation=DirectURL&title=distribution>.



10. The term “communication” means the transmittal of information in the form of facts, ideas, inquiries or otherwise.

11. The term “corporate customer” means a corporation or other entity that purchases travel either through a travel agency or directly from a GDS or airline.

12. The term “direct connect” means any technology developed by and/or on behalf of an airline that allows travel agencies, corporate customers, or other entities to connect directly to that airline’s internal reservation system in order to obtain information about that airline’s content, make reservations, book travel, obtain tickets, and/or perform post-ticketing service functions, whether or not that direct connect is facilitated or supported by a GDS or other third party.

13. The term “distribution channels” means all direct and indirect channels or outlets through which airline content is displayed, reviewed, booked and/or sold, including but not limited to GDSs, non-GDS booking tools, direct connect systems, internal airline reservation systems (including airline call centers, airline ticket counters, mobile platforms, and websites), travel agencies of any type, and corporate booking tools.

14. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34, including all records and other tangible forms of expression, whether stored in paper or electronic form and whether in final or draft form, and includes without limitation: writings, data, drawings, spreadsheets, graphs, charts, photographs, sound recordings, and images. A draft or non-identical copy is a separate document within the meaning of this term.

15. The term “Farelogix” means Farelogix, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Farelogix, Inc.’s control, including representatives, agents and employees. “Farelogix” includes its affiliates, controlled entities, joint ventures, related companies, predecessors, successors and assigns; and present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above; and any other person who currently acts or formerly acted or purported to act on behalf, or who are or have been subject to the direction or control of, any of the entities listed above.

16. The term “front-office” means the portion of a travel agency’s computer systems that interacts with suppliers, customers, or the general public, and which enables travel agencies to compare fares and make travel arrangements.

17. The term “full content” means all of a particular airline’s airline content.

18. The term “full content agreement” means an agreement entitling an entity to access all and book any of a particular airline’s airline content.

19. The term “GDS” means a “Global Distribution System,” a computer reservation system that allows users to view and compare airline content from multiple airlines and/or content from other travel providers, book and issue tickets, and/or perform post-ticketing service functions. For the purposes of these Requests only the term GDS includes those systems operated under the Sabre, Galileo, Apollo, Worldspan, and Amadeus brands.

20. The term “including” means “including but not limited to.”

21. The term “interline” means passenger air travel where segments of the same ticket are flown by different airlines.

22. The term “mid-office” means the information management portion of a travel agency’s computer systems, as distinct from the booking and fare comparison systems (see “front-office) and accounting functions (see “back-office”).

23. The term “non-GDS booking tools” means software or webpages, not owned by an airline or a GDS, that enable travel agencies or corporate travelers to book air travel, and includes but is not limited to booking tools offered by BookingBuilder, Concur, Rearden, NuTravel, and Agent Ware.

24. The term “online travel agencies” means Orbitz, Hotwire.com, CheapTickets, Expedia, Priceline, Travelocity, CheapOair, BookIt.com, Vegas.com, CheapAir, OneTravel, Globester, AirGorilla, and any other company that primarily serves travelers by enabling a traveler to book travel services through a publicly available webpage.

25. The term “Open Axis Group” refers to an association of airlines and “allied” companies as reflected at <http://www.openaxisgroup.org>.

26. The term “Orbitz” means Orbitz Worldwide, LLC including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Orbitz Worldwide, LLC’s control, including representatives, agents, and employees.

27. The terms “relate to,” “refer to,” “relating to,” and “referring to” and “regarding” mean constituting, comprising, evidencing, reflecting, respecting, discussing, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, indicating, pertaining to, showing, bearing upon, or studying – in any manner logically, factually, directly, or indirectly to the matters discussed in the applicable Request.

28. The term “Reverse GDS” means any arrangement where a GDS distributes tickets for an airline but the airline does not compensate the GDSs for that service, including but not limited to arrangements where travel agencies compensate GDSs instead of the airlines compensating GDSs, and arrangements where GDSs and/or travel agencies pay an airline for access to its content, as exemplified in the following statement attributed to former AA CEO Gerard Arpey in April 2009, “I can see a day, and maybe I’m dreaming here, where those folks who are the intermediary between us and our customer have to pay for access to our product rather than us paying them to distribute our product.”<sup>2</sup>

29. The term “Sabre” means Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf or under Sabre, Inc., Sabre Holdings Corporation, or Sabre Travel International Ltd., control, including representatives, agents, and employees.

30. The term “Source Premium Policy” refers to AA’s policy regarding different rules and/or fees that apply to Travel Agencies depending on the distribution source they use, as reflected at [http://www.aa.com/i18n/agency/Agency/SP\\_Master/SP.jsp](http://www.aa.com/i18n/agency/Agency/SP_Master/SP.jsp).

31. The term “Take Travel Forward” refers to an organization as reflected at <http://taketravelforward.com/about/>.

32. The term “traditional brick and mortar travel agency” means any travel agency other than an online travel agency or Travel Management Company.

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<sup>2</sup> Travel Tech Consulting, *American Airlines Arpey Interview*, April 20, 2009 available at <http://www.traveltechnology.com/2009/04/american-airlines-arpey-interview/>

33. The terms “travel agency” or “travel agencies” mean any company or companies that make travel arrangements for travelers, or enable travelers to make their own travel arrangements, by booking services from suppliers such as airlines, car rental companies, cruise lines, hotels, and/or railways, whether independently or in packages, and include online travel agencies, traditional brick and mortar travel agencies, and Travel Management Companies.

34. The terms “Travel Management Companies” or “TMCs” include Carlson Wagonlit Travel, Hogg Robinson Group, American Express, BCD Travel Services, Egencia, and any other company that, in addition to making travel arrangements, serves clients by negotiating and managing travel-related services and by monitoring and analyzing travel expenditures.

35. The term “Travelport” means Travelport Limited and Travelport, L.P. and any predecessors or successors, including specifically Worldspan and Galileo, individually or in any combination, and any agents or persons acting on behalf of or under Travelport Limited or Travelport, L.P.’s control, including representatives, agents, and employees.

36. The term “US Airways” means US Airways Group, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under US Airways Group, Inc.’s control, including representatives, agents, employees, attorneys, and investigators.

37. The terms “you,” “your,” “yours,” or “your company” mean the entity to whom this subpoena is addressed, including all present and former parents, subsidiaries, affiliates, predecessors, successors, present and former officers, directors, employees, partners, agents, representatives, and other persons acting on the entity’s behalf.

## INSTRUCTIONS

1. In addition to the specific instructions set forth below, these document requests incorporate by reference the instructions set forth in Rule 45 of the Federal Rules of Civil Procedure.
2. In construing the document requests, you should give effect to the Definitions set forth above. Undefined words and terms should be given their common meaning. If you are unsure of the definition of a particular term or word, you should use the definition that you believe to be the most accurate and state that definition in your response.
3. Whenever necessary to bring within the scope of these requests documents that might otherwise be construed to be outside its scope:
  - a. “and” and “or” shall be construed conjunctively or disjunctively,
  - b. “each,” “every” and “all” shall be construed as “each, every and all;”
  - c. “including” means “including without limitation;”
  - d. the use of the singular form of any word shall include the plural and vice versa;
  - e. the use of a verb in any tense shall be construed as the use of that verb in all other tenses;
  - f. A request that requests “documents” shall be construed as requesting “any and all documents;” and
  - g. the use of the feminine, masculine or neuter genders shall include all genders. The use of the singular form includes the plural and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses.

4. If you cannot respond fully, or if you object in any part, to any document request, you should nevertheless respond to the remaining portions.

5. If objection is made to any of the requests, the response shall state whether documents are being withheld from inspection and production on the basis of such objection, or whether inspection and production of the responsive documents will occur notwithstanding such objection.

6. All documents requested herein shall be produced in their entirety, along with any attachments, drafts, and non-identical copies, including copies that differ due to handwritten notes or other notes or markings.

7. Documents produced shall be numbered consecutively, with a prefix identifying the name of the producing entity.

8. Except as otherwise specified below, electronically stored information should be produced in standard summation, multi-page tiff format, as well as in searchable text format, with the following fields of metadata produced where available: (a) for emails –custodian, date, from, to, cc, bcc, subject, text, and attachment count; and (b) for other electronic documents – custodian, original file name, original file path, date created, date last modified, subject/title, and author. Searchable text should be the extracted text from the native file for electronic documents, or OCR scanned text for paper or any redacted electronic documents, and should be produced for each document in a separate text file. All documents with file types compatible with Microsoft Excel (e.g., .xls, .xlsx) and Microsoft PowerPoint (e.g., .ppt, .pptx) should also be produced in native format. Travelport reserves the right to request that additional particular documents or categories of documents also be produced in their native format.

9. Except where otherwise specified these requests cover the time period from April 12, 2007 to the present.

10. A Protective Order has been issued in this case and, as a subpoenaed third party, you may elect to avail itself of that Order and become a Supplying Party, as defined in the Order. A copy of that order is attached to this subpoena.



## **REQUESTS TO PRODUCE DOCUMENTS**

1. All documents you have received from or provided to the United States Department of Justice (“DOJ”) or the United States Department of Transportation (“DOT”), whether on a voluntary basis, in response to a Civil Investigative Demand (“CID”), or otherwise, relating to the distribution of airline content through any distribution channel, including but not limited to a copy of any such CID, documents produced by you in response to any such CID, and any communications between you and the DOJ or DOT regarding any such CID.

2. All documents you have received from or provided to AA, US Airways, Sabre, or Orbitz, whether on a voluntary basis, in response to a subpoena, or otherwise, other than in the ordinary course of business, relating to the distribution of airline content through any distribution channel, including but not limited to a copy of any such subpoena, documents produced by you in response to any such subpoena, and any communications between you and AA, US Airways, Sabre or Orbitz regarding any such subpoena.

3. Documents or data sufficient to show, on an annual basis from 2002 to the present: (i) the average per-segment booking fees your company has paid to each GDS for U.S. point-of-sale bookings; (ii) total booking fees paid by your company to each GDS for U.S. point-of-sale bookings; and (iii) total revenue your company obtained from U.S. point-of-sale bookings from each GDS.

4. From January 1, 2006 to the present, all contracts between your company and any GDS.

5. From January 1, 2006 to the present, any documents relating to any actual, contemplated, or expected reductions in booking fees or other concessions your company obtained or expected to obtain as a result of negotiations with GDSs.

6. Documents and communications relating to your company's actual, contemplated, or proposed plans to discontinue or threaten to discontinue using any GDS.

7. Communications with any GDS that refer to a competing GDS's booking fees, contract terms, product improvements, technological capabilities, service quality, or any other competitive attribute.

8. Data or documents sufficient to show on a monthly basis, from 2008 to the present, the revenue generated and number of your company's segments booked from a U.S. point of sale through each of the following: a) your company's direct connect; b) your company's website; c) all other distribution channels owned by your company (e.g., call centers, ticket offices); d) Supplier Link; e) Travelport's GDSs; f) Sabre; g) Amadeus; h) Orbitz.com; i) Orbitz for Business; j) Cheaptickets.com; k) Expedia; l) Priceline; m) Travelocity; n) all other online travel agencies; o) Hogg Robinson Group; p) American Express; q) Carlson Wagonlit Travel; r) BCD Travel Services; and s) any other distribution channel used by your company.

9. Documents and communications analyzing the effect of AA Direct Connect on competition among airlines; commoditization of airline services; or the ability of travelers and travel agencies to find the best available fares.

10. Documents and communications relating to the value that any GDS, or GDSs in general, provide to your company, including but not limited to attempts to quantify that value.

11. Documents and communications relating to the inability of AA Direct Connect or any Farelogix product to perform functions performed by any GDS including but not limited to limitations on the ability of AA Direct Connect or Farelogix to: process interline bookings; compare fares across airlines; and integrate with travel agencies' front-office, mid-office, and back-office tools.

12. Communications between your company and any travel agency relating to any direct connect, including but not limited to AA Direct Connect.

13. Communications between your company and AA relating to: AA Direct Connect; any other direct connect arrangement or technology; Reverse GDS arrangements; booking source premiums, AA's Source Premium Policy, full content agreements, Open Axis; Take Travel Forward; Farelogix; Boston Consulting Group; or the distribution of airline content or airline ancillary fare content.

# **EXHIBIT 2**

UNITED STATES DISTRICT COURT

for the

Southern District of New York

American Airlines, Inc. )
Plaintiff )
v. ) Civil Action No. 4:11-cv-00244-Y
Travelport Limited, et al. )
Defendant ) (If the action is pending in another district, state where:
Northern District of Texas )

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Google, Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See Schedule A attached hereto

Place: Quinn Emanuel Urquhart & Sullivan LLP
51 Madison Ave. 22nd Floor
New York, NY 10010
Date and Time: 02/24/2012 9:00 am

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:
Date and Time:

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 02/01/2012

CLERK OF COURT

OR

Handwritten signature of attorney

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Defendants
Travelport Limited and Travelport, LP, who issues or requests this subpoena, are:
Sean Baldwin, Quinn Emanuel Urquhart & Sullivan, LLP, 51 Madison Avenue, 22nd Floor, New York, New York, 10010, (212) 849-7000, seanbaldwin@quinnemanuel.com

Civil Action No. 4:11-cv-00244-Y

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

### Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

#### (c) Protecting a Person Subject to a Subpoena.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

#### (2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

#### (3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

#### (d) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

#### (2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) *Contempt.* The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

**SCHEDULE A**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, defendants Travelport Limited and Travelport L.P. d/b/a Travelport, hereby request that you produce the documents described below by the date and time set forth in the Subpoena.

**DEFINITIONS**

1. The terms “AA,” “American” and “American Airlines” mean plaintiff American Airlines, Inc. including all divisions, subsidiaries, affiliates, controlled entities, joint ventures, related companies, any predecessors, successors, or assigns, individually or in any combination, and any agents or persons acting on behalf of or under American Airlines, Inc.’s control, including present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above, and any other person who currently or formerly acted or purported to act on behalf of, or who are or have been subject to the direction or control of, any of the entities listed above.

2. The term “AA Content” means information about the schedules, availability, and prices of AA flights and AA ancillary products or services, and the ability to book such flights and ancillary services.

3. The term “AA ancillary fare content” means information about the availability and prices of AA ancillary services, and the ability to book such ancillary services.

4. The term “AA Direct Connect” means the technology developed by and/or on behalf of AA that distributes AA’s flight, fare, and availability information from AA’s internal reservation system directly to travel agencies (including those in-house at corporate customers),



whether or not that direct distribution to travel agencies is facilitated or supported by a GDS or other third party.

5. The term “airline content” means information about the schedules, availability, and prices of an airline’s flights and ancillary services, and the ability to book such flights and ancillary services.

6. The term “ancillary services” means “optional services” as that term is used by AA in its Distribution Update Blog;<sup>1</sup> and any other services, products or related fees unbundled from the cost of a ticket, including, but not limited to, services, products, or related fees for checked baggage, onboard Internet connectivity, seat selection, ticket cancellation, changes in previously purchased tickets, seats with greater legroom, lounge access, food, drink, pillows, blankets, or priority boarding.

7. The term “booking” means an airline passenger segment for transportation that is created by or reserved, purchased, or ticketed through a GDS, Direct Connect, or other distribution source.

8. The term “booking source premium” means any charge an airline imposes or threatens to impose on travel agencies for booking through a particular channel.

9. The term “bulk fare” means any fare available only when buying groups of seats or any fare privately negotiated with airlines by consolidators or tour operators.

10. The term “communication” means the transmittal of information in the form of facts, ideas, inquiries or otherwise.

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<sup>1</sup> American Airlines Distribution Update Blog, *available at* <http://www.aa.com/i18n/agency/distribution/main.jsp?anchorLocation=DirectURL&title=distribution>.

11. The term “corporate customer” means a corporation or other entity that purchases travel either through a travel agency or directly from a GDS or airline.

12. The term “direct connect” means any technology developed by and/or on behalf of an airline that allows travel agencies, corporate customers, or other entities to connect directly to that airline’s internal reservation system in order to obtain information about that airline’s content, make reservations, book travel, obtain tickets, and/or perform post-ticketing service functions, whether or not that direct connect is facilitated or supported by a GDS or other third party.

13. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34, including all records and other tangible forms of expression, whether stored in paper or electronic form and whether in final or draft form, and includes without limitation: writings, data, drawings, spreadsheets, graphs, charts, photographs, sound recordings, and images. A draft or non-identical copy is a separate document within the meaning of this term.

14. The term “Farelogix” means Farelogix, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Farelogix, Inc.’s control, including representatives, agents and employees. “Farelogix” includes its affiliates, controlled entities, joint ventures, related companies, predecessors, successors and assigns; and present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above; and any other person who currently or formerly acted or purported to act on behalf, or who are or have been subject to the direction or control of, any of the entities listed above.

15. The term “full content” means all of a particular airline’s airline content.

16. The term “GDS” means a “Global Distribution System,” a computer reservation system that allows users to view and compare airline content from multiple airlines and/or content from other travel providers, book and issue tickets and/or perform post-ticketing service functions. For the purposes of these Requests only the term GDS includes those systems operated under the Sabre, Galileo, Apollo, Worldspan and Amadeus brands.

17. The term “including” means “including but not limited to.”

18. The term “online travel agencies” means Orbitz; Hotwire.com; CheapTickets; Expedia; Priceline; Travelocity; CheapOair; BookIt.com; Vegas.com; CheapAir; OneTravel; Globester; AirGorilla; and any other company that primarily serves travelers by enabling a traveler to book travel services through a publicly available webpage.

19. The term “opaque fare” means a fare, together with associated inventory, offered for sale by or on behalf of an airline in such a way that there is no disclosure of the airline’s identity until after there has been an irrevocable commitment to purchase.

20. The term “Orbitz” means Orbitz Worldwide, LLC including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Orbitz Worldwide, LLC’s control, including representatives, agents, and employees.

21. The terms “relate to,” “refer to,” “relating to,” and “referring to” and “regarding” mean constituting, comprising, evidencing, reflecting, respecting, discussing, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, indicating, pertaining to, showing, bearing upon, or studying – in any manner logically, factually, directly or indirectly to the matters discussed in the applicable Request.

22. The term “Sabre” means Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf or under Sabre, Inc., Sabre Holdings Corporation, or Sabre Travel International Ltd., control, including representatives, agents and employees.

23. The term “Source Premium Policy” refers to AA’s policy regarding different rules and/or fees that apply to Travel Agencies depending on the distribution source they use, as reflected at [http://www.aa.com/i18n/agency/Agency/SP\\_Master/SP.jsp](http://www.aa.com/i18n/agency/Agency/SP_Master/SP.jsp).

24. The term “traditional brick and mortar travel agency” means any travel agency other than an online travel agency or Travel Management Company.

25. The terms “travel agency” or “travel agencies” mean any company or companies that make travel arrangements for travelers, or enable travelers to make their own travel arrangements, by booking services from suppliers such as airlines, car rental companies, cruise lines, hotels, and/or railways, whether independently or in packages, and include online travel agencies, traditional brick and mortar travel agencies, and Travel Management Companies.

26. The term “Travel Management Companies” includes Carlson Wagonlit Travel, Hogg Robinson Group, American Express, BCD Travel Services, Egencia, and any other company that, in addition to making travel arrangements, serves clients by negotiating and managing travel-related services and by monitoring and analyzing travel expenditures.

27. The term “Travelport” means Travelport Limited and Travelport, L.P. and any predecessors or successors, including specifically Worldspan and Galileo, individually or in any

combination, and any agents or persons acting on behalf of or under Travelport Limited or Travelport, L.P.'s control, including representatives, agents and employees.

28. The term "US Airways" means US Airways Group, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under US Airways Group, Inc.'s control, including representatives, agents, employees, attorneys and investigators.

29. The term "wholesale fare" means a discounted fare for air travel that is typically offered to tour operators and consolidators.

30. The terms "you," "your," "yours," or "your company" mean the entity to whom this subpoena is addressed, including all present and former parents, subsidiaries, affiliates, predecessors, successors, present and former officers, directors, employees, partners, agents, representatives, and other persons acting on the entity's behalf, including ITA Software, Inc.

## INSTRUCTIONS

1. In addition to the specific instructions set forth below, these document requests incorporate by reference the instructions set forth in Rule 45 of the Federal Rules of Civil Procedure.
2. In construing the document requests, you should give effect to the Definitions set forth above. Undefined words and terms should be given their common meaning. If you are unsure of the definition of a particular term or word, you should use the definition that you believe to be the most accurate and state that definition in your response.
3. Whenever necessary to bring within the scope of these requests documents that might otherwise be construed to be outside its scope:
  - a. “and” and “or” shall be construed conjunctively or disjunctively,
  - b. “each,” “every” and “all” shall be construed as “each, every and all;”
  - c. “including” means “including without limitation;”
  - d. the use of the singular form of any word shall include the plural and vice versa;
  - e. the use of a verb in any tense shall be construed as the use of that verb in all other tenses;
  - f. a request that requests “documents” shall be construed as requesting “any and all documents;” and
  - g. the use of the feminine, masculine or neuter genders shall include all genders.
4. If you cannot respond fully, or if you object in any part, to any document request, you should nevertheless respond to the remaining portions.

5. If objection is made to any of the requests, the response shall state whether documents are being withheld from inspection and production on the basis of such objection, or whether inspection and production of the responsive documents will occur notwithstanding such objection.

6. All documents requested herein shall be produced in their entirety, along with any attachments, drafts, and non-identical copies, including copies that differ due to handwritten notes or other notes or markings.

7. Documents produced shall be numbered consecutively, with a prefix identifying the name of the producing entity.

8. Except as otherwise specified below, electronically stored information should be produced in standard summation, multi-page tiff format, as well as in searchable text format, with the following fields of metadata produced where available: (i) for emails –custodian, date, from, to, cc, bcc, subject, text, and attachment count; and (ii) for other electronic documents – custodian, original file name, original file path, date created, date last modified, subject/title, and author. Searchable text should be the extracted text from the native file for electronic documents, or OCR scanned text for paper or any redacted electronic documents, and should be produced for each document in a separate text file. All documents with file types compatible with Microsoft Excel (e.g., .xls, .xlsx) and Microsoft PowerPoint (e.g., .ppt, .pptx) should also be produced in native format. Travelport reserves the right to request that additional particular documents or categories of documents also be produced in their native format.

9. Except where otherwise specified these requests cover the time period from April 12, 2007 to the present.

10. A Protective Order has been issued in this case and, as a subpoenaed third party, you may elect to avail yourself of that Order and become a Supplying Party, as defined in the Order. A copy of that order is attached to this subpoena.



## REQUESTS TO PRODUCE DOCUMENTS

1. All documents you have received from or provided to the United States Department of Justice (“DOJ”) or the United States Department of Transportation (“DOT”), whether on a voluntary basis, in response to a Civil Investigative Demand (“CID”), or otherwise, relating to the distribution of airline flight, fare, and availability information through any distribution channel, including but not limited to a copy of any such CID, documents produced by you in response to any such CID, and any communications between you and the DOJ or DOT regarding any such CID.

2. All documents you have received from or provided to AA, US Airways, Sabre, or Orbitz, whether on a voluntary basis, in response to a subpoena, in the course of any federal or state litigation, or otherwise, other than in the ordinary course of business, relating to the distribution of airline flight, fare, and availability information through any distribution channel, including but not limited to a copy of any such subpoena, documents produced by you in response to any such subpoena, and any communications between you and AA, US Airways, Sabre, or Orbitz regarding any such subpoena.

3. Documents sufficient to identify and describe your products and services that facilitate or relate to booking airline tickets or the comparison or distribution of airline fares, schedule information, or seat availability, including business planning and strategic and other documents describing how you and your products and services relate to corporate customers, brick and mortar travel agents, online travel agents, Travel Management Companies, airlines, GDSs, and other distribution entities.

4. All documents that refer or relate to competition among entities that distribute airline flight, fare, and availability information in the United States, including:

- a. documents that refer or relate to competition for share of airline bookings;
  - b. business plans or strategic documents discussing your company's efforts or plans to compete with Travelport, Sabre, or any other entity that provides airline booking products and services;
  - c. documents comparing the capabilities of your company's products to the capabilities of any GDS or GDSs generally;
  - d. documents that refer or relate to any influence or effect your fees, products, and services have had on the fees, products, and services provided by GDS companies; and
  - e. documents that refer or relate to any airlines' threats to discontinue using you, Sabre, or Travelport.
5. All documents in which your company, or any other company, is referred to as a "GDS new entrant," a "GNE," or a GDS "bypass."
6. Documents sufficient to show your competitive position in the distribution of airline flight, fare, and availability information in the United States, including how your products and services utilize, relate to, or compete with GDSs.
7. All documents that refer or relate to AA Direct Connect or AA's Booking Source Premium Policy or Program.
8. Documents sufficient to show the history and development of Google/ITA's QPX system and Google/ITA's Dynamic Availability Computing Server ("DACs").

9. Documents sufficient to show how your products work with AA Direct Connect, AA.com, any other form of distribution owned by AA, or any Farelogix product, including all documents relating to AA's or Farelogix's utilization of Google/ITA's QPX system and DACS.

10. All communications with AA that refer or relate to Travelport or Farelogix.

11. Any actual or proposed contracts or agreements between you and AA, and any communications between you and AA relating to such contracts or agreements and/or the negotiation of such contracts or agreements.

12. Any actual or proposed contracts or agreements between you and Farelogix, and any communications between you and Farelogix relating to such contracts or agreements and/or the negotiation of such contracts or agreements.

13. All documents that refer or relate to a decision by you not to display links to online travel agencies or direct any travelers to a particular travel agency or any particular group of travel agencies as part of Google Flights or Google Flight Search, including documents that refer or relate to the influence of any conduct or communications by AA, or any other airline, on that decision.

14. All documents that refer or relate to the importance to your company of having access to (i) AA content (including AA ancillary fare content and wholesale, bulk, or opaque AA fares), or (ii) full content from AA or any other airline.

15. All documents discussing or analyzing AA's market power in the United States, in any city within the United States, or in regard to any air travel between two cities within the United States; AA's ability to force travel agencies to subscribe to or adopt AA Direct Connect;

or any actual or potential threat or step by AA to deny your company, any other travel agency, or any group of travel agencies access to any AA content.

# **EXHIBIT 3**

UNITED STATES DISTRICT COURT

for the

District of Minnesota

American Airlines, Inc. )
Plaintiff )
v. ) Civil Action No. 4:11-cv-00244
Travelport Limited, et al. )
Defendant ) (If the action is pending in another district, state where:
Northern District of Texas )

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: CWT Global B.V., by and through their General Counsel, Jerry Hogan, 701 Carlson Parkway, Minnetonka, MN 55305, jhogan@carlsonwagonlit.com

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See Schedule A attached hereto.

Place: CWT Global B.V. 701 Carlson Parkway Minnetonka, MN 55305
Date and Time: 02/24/2012 9:00 am

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:
Date and Time:

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 02/01/2012

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Defendants, Travelport Limited and Travelport, LP, who issues or requests this subpoena, are: Justin N. Pentz, Dechert LLP, 2929 Arch. St., Philadelphia, PA 19104, 215-994-4000, justin.pentz@dechert.com

Civil Action No. 4:11-cv-00244

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

### Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

#### (c) Protecting a Person Subject to a Subpoena.

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

#### **(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

#### **(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

#### (d) Duties in Responding to a Subpoena.

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

#### **(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).



**SCHEDULE A**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Travelport Limited and Travelport L.P., hereby requests that you produce the documents described below by the date and time set forth in the Subpoena.

**DEFINITIONS**

1. The terms “AA,” “American,” and “American Airlines” mean plaintiff American Airlines, Inc. including all divisions, subsidiaries, affiliates, controlled entities, joint ventures, related companies, any predecessors, successors, or assigns, individually or in any combination, and any agents or persons acting on behalf of or under American Airlines, Inc.’s control, including present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above, and any other person who currently or formerly acted or purported to act on behalf of, or who are or have been subject to the direction or control of, any of the entities listed above.

2. The term “AA Content” means information about the schedules, availability, and prices of AA flights and AA ancillary products or services, and the ability to book such flights and ancillary services.

3. The term “AA Direct Connect” means the technology developed by and/or on behalf of AA that distributes AA’s flight, fare, and availability information from AA’s internal reservation system directly to travel agencies (including those in-house at corporate customers), whether or not that direct distribution to travel agencies is facilitated or supported by a GDS or other third party.

4. The term “airline content” means information about the schedules, availability, and prices of an airline’s flights and ancillary services, and the ability to book such flights and ancillary services.

5. The term “ancillary services” means “optional services” as that term is used by AA in its Distribution Update Blog;<sup>1</sup> and any other services, products or related fees unbundled from the cost of a ticket, including, but not limited to, services, products, or related fees for checked baggage, onboard Internet connectivity, seat selection, ticket cancellation, changes in previously purchased tickets, seats with greater legroom, lounge access, food, drink, pillows, blankets, or priority boarding.

6. The term “back-office” means the portion of a travel agency’s computer systems that handles accounting and other reporting functions.

7. The term “booking” means an airline passenger segment for transportation that is created by or reserved, purchased, or ticketed through a GDS, Direct Connect, or other distribution source.

8. The term “booking source premium” means any charge an airline imposes or threatens to impose on travel agencies for booking through a particular channel.

9. The term “Boston Consulting Group” means the Boston Consulting Group, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Boston Consulting Group, Inc.’s control, including representatives, agents and employees.

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<sup>1</sup> American Airlines Distribution Update Blog, *available at* <http://www.aa.com/i18n/agency/distribution/main.jsp?anchorLocation=DirectURL&title=distribution>.

10. The term “bulk fare” means any fare available only when buying groups of seats or any fare privately negotiated with airlines by consolidators or tour operators.

11. The term “communication” means the transmittal of information in the form of facts, ideas, inquiries or otherwise.

12. The term “corporate customer” means a corporation or other entity that purchases travel either through a travel agency or directly from a GDS or airline.

13. The term “direct connect” means any technology developed by and/or on behalf of an airline that allows travel agencies, corporate customers, or other entities to connect directly to that airline’s internal reservation system in order to obtain information about that airline’s content, make reservations, book travel, obtain tickets, and/or perform post-ticketing service functions, whether or not that direct connect is facilitated or supported by a GDS or other third party.

14. The term “distribution channels” means all direct and indirect channels or outlets through which airline content is displayed, reviewed, booked and/or sold, including but not limited to GDSs, non-GDS booking tools, direct connect systems, internal airline reservation systems (including airline call centers, airline ticket counters, mobile platforms, and websites), travel agencies of any type, and corporate booking tools.

15. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34, including all records and other tangible forms of expression, whether stored in paper or electronic form and whether in final or draft form, and includes without limitation: writings,

data, drawings, spreadsheets, graphs, charts, photographs, sound recordings, and images. A draft or non-identical copy is a separate document within the meaning of this term.

16. The term “Farelogix” means Farelogix, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Farelogix, Inc.’s control, including representatives, agents and employees. “Farelogix” includes its affiliates, controlled entities, joint ventures, related companies, predecessors, successors and assigns; and present and former officers, directors, employees, agents, attorneys, accountants, and representatives of any of the entities listed above; and any other person who currently acts or formerly acted or purported to act on behalf, or who are or have been subject to the direction or control of, any of the entities listed above.

17. The term “front-office” means the portion of a travel agency’s computer systems that interacts with suppliers, customers, or the general public, and which enables travel agencies to compare fares and make travel arrangements.

18. The term “full content” means all of a particular airline’s airline content.

19. The term “GDS” means a “Global Distribution System,” a computer reservation system that allows users to view and compare airline content from multiple airlines and/or content from other travel providers, book and issue tickets, and/or perform post-ticketing service functions. For the purposes of these Requests only the term GDS includes those systems operated under the Sabre, Galileo, Apollo, Worldspan, and Amadeus brands.

20. The term “including” means “including but not limited to.”

21. The term “interline” means passenger air travel where segments of the same ticket are flown by different airlines.

22. The term “mid-office” means the information management portion of a travel agency’s computer systems, as distinct from the booking and fare comparison systems (see “front-office) and accounting functions (see “back-office”).

23. The term “non-GDS booking tools” means software or webpages, not owned by an airline or a GDS, that enable travel agencies or corporate travelers to book air travel, and includes but is not limited to booking tools offered by BookingBuilder, Concur, Rearden, NuTravel, and Agent Ware.

24. The term “online travel agencies” means Orbitz, Hotwire.com, CheapTickets, Expedia, Priceline, Travelocity, CheapOair, BookIt.com, Vegas.com, CheapAir, OneTravel, Globester, AirGorilla, and any other company that primarily serves travelers by enabling a traveler to book travel services through a publicly available webpage.

25. The term “opaque fare” means a fare, together with associated inventory, offered for sale by or on behalf of an airline in such a way that there is no disclosure of the airline’s identity until after there has been an irrevocable commitment to purchase.

26. The term “Open Axis Group” refers to an association of airlines and “allied” companies as reflected at <http://www.openaxisgroup.org>.

27. The term “Orbitz” means Orbitz Worldwide, LLC including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf of or under Orbitz Worldwide, LLC’s control, including representatives, agents, and employees.

28. The term “private fare” means a fare for passenger air travel where the airline does not offer the fare to the general public, but offers the fare only to certain travel agencies and/or corporations.

29. The term “privately negotiated discount” means a discount off the fare for passenger air travel where the airline does not offer the discount to the general public, but offers the discount only to certain travel agencies and/or corporations.

30. The terms “relate to,” “refer to,” “relating to,” and “referring to” and “regarding” mean constituting, comprising, evidencing, reflecting, respecting, discussing, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, indicating, pertaining to, showing, bearing upon, or studying – in any manner logically, factually, directly, or indirectly to the matters discussed in the applicable Request.

31. The term “Reverse GDS” means any arrangement where a GDS distributes tickets for an airline but the airline does not compensate the GDSs for that service, including but not limited to arrangements where travel agencies compensate GDSs instead of the airlines compensating GDSs, and arrangements where GDSs and/or travel agencies pay an airline for access to its content, as exemplified in the following statement attributed to former AA CEO Gerard Arpey in April 2009, “I can see a day, and maybe I’m dreaming here, where those folks who are the intermediary between us and our customer have to pay for access to our product rather than us paying them to distribute our product.”<sup>2</sup>

32. The term “Sabre” means Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd., including any predecessors or successors, individually or in any combination, and any agents or persons acting on behalf or under Sabre, Inc., Sabre Holdings Corporation, or Sabre Travel International Ltd., control, including representatives, agents, and employees.

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<sup>2</sup> Travel Tech Consulting, *American Airlines Arpey Interview*, April 20, 2009 available at <http://www.traveltechnology.com/2009/04/american-airlines-arpey-interview/>

33. The term “Source Premium Policy” refers to AA’s policy regarding different rules and/or fees that apply to Travel Agencies depending on the distribution source they use, as reflected at [http://www.aa.com/i18n/agency/Agency/SP\\_Master/SP.jsp](http://www.aa.com/i18n/agency/Agency/SP_Master/SP.jsp).

34. The term “Take Travel Forward” refers to an organization as reflected at <http://taketravelforward.com/about/>.

35. The term “traditional brick and mortar travel agency” means any travel agency other than an online travel agency or Travel Management Company.

36. The terms “travel agency” or “travel agencies” mean any company or companies that make travel arrangements for travelers, or enable travelers to make their own travel arrangements, by booking services from suppliers such as airlines, car rental companies, cruise lines, hotels, and/or railways, whether independently or in packages, and include online travel agencies, traditional brick and mortar travel agencies, and Travel Management Companies.

37. The terms “Travel Management Companies” or “TMCs” include Carlson Wagonlit Travel, Hogg Robinson Group, American Express, BCD Travel Services, Egencia, and any other company that, in addition to making travel arrangements, serves clients by negotiating and managing travel-related services and by monitoring and analyzing travel expenditures.

38. The term “Travelport” means Travelport Limited and Travelport, L.P. and any predecessors or successors, including specifically Worldspan and Galileo, individually or in any combination, and any agents or persons acting on behalf of or under Travelport Limited or Travelport, L.P.’s control, including representatives, agents, and employees.

39. The term “US Airways” means US Airways Group, Inc. including any predecessors or successors, individually or in any combination, and any agents or persons acting

on behalf of or under US Airways Group, Inc.'s control, including representatives, agents, employees, attorneys, and investigators.

40. The terms "wholesale fare" means a discounted fare for air travel that is typically offered to tour operators and consolidators.

41. The terms "you," "your," "yours," or "your company" mean the entity to whom this subpoena is addressed, including all present and former parents, subsidiaries, affiliates, predecessors, successors, present and former officers, directors, employees, partners, agents, representatives, and other persons acting on the entity's behalf.



## INSTRUCTIONS

1. In addition to the specific instructions set forth below, these document requests incorporate by reference the instructions set forth in Rule 45 of the Federal Rules of Civil Procedure.
2. In construing the document requests, you should give effect to the Definitions set forth above. Undefined words and terms should be given their common meaning. If you are unsure of the definition of a particular term or word, you should use the definition that you believe to be the most accurate and state that definition in your response.
3. Whenever necessary to bring within the scope of these requests documents that might otherwise be construed to be outside its scope:
  - a. “and” and “or” shall be construed conjunctively or disjunctively,
  - b. “each,” “every” and “all” shall be construed as “each, every and all;”
  - c. “including” means “including without limitation;”
  - d. the use of the singular form of any word shall include the plural and vice versa;
  - e. the use of a verb in any tense shall be construed as the use of that verb in all other tenses;
  - f. A request that requests “documents” shall be construed as requesting “any and all documents;” and
  - g. the use of the feminine, masculine or neuter genders shall include all genders. The use of the singular form includes the plural and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses;
4. If you cannot respond fully, or if you object in any part, to any document request, you should nevertheless respond to the remaining portions.

5. If objection is made to any of the requests, the response shall state whether documents are being withheld from inspection and production on the basis of such objection, or whether inspection and production of the responsive documents will occur notwithstanding such objection.
6. All documents requested herein shall be produced in their entirety, along with any attachments, drafts, and non-identical copies, including copies that differ due to handwritten notes or other notes or markings.
7. Documents produced shall be numbered consecutively, with a prefix identifying the name of the producing entity.
8. Except as otherwise specified below, electronically stored information should be produced in standard summation, multi-page tiff format, as well as in searchable text format, with the following fields of metadata produced where available: (a) for emails – custodian, date, from, to, cc, bcc, subject, text, and attachment count; and (b) for other electronic documents – custodian, original file name, original file path, date created, date last modified, subject/title, and author. Searchable text should be the extracted text from the native file for electronic documents, or OCR scanned text for paper or any redacted electronic documents, and should be produced for each document in a separate text file. All documents with file types compatible with Microsoft Excel (e.g., .xls, .xlsx) and Microsoft PowerPoint (e.g., .ppt, .pptx) should also be produced in native format. Travelport reserves the right to request that additional particular documents or categories of documents also be produced in their native format.
9. Except where otherwise specified these requests cover the time period from April 12, 2007 to the present.

10. A Protective Order has been issued in this case and, as a subpoenaed third party, you may elect to avail itself of that Order and become a Supplying Party, as defined in the Order. A copy of that order is attached to this subpoena.

## **DOCUMENT REQUESTS**

1. All documents you have received from or provided to the United States Department of Justice (“DOJ”) or the United States Department of Transportation (“DOT”), whether on a voluntary basis, in response to a Civil Investigative Demand (“CID”), or otherwise, relating to the distribution of airline flight, fare, and availability information through any distribution channel, including but not limited to a copy of any such CID, documents produced by you in response to any such CID, and any communications between you and the DOJ or DOT regarding any such CID.

2. All documents you have received from or provided to AA, US Airways, Sabre, or Orbitz, whether on a voluntary basis, in response to a subpoena, or otherwise, other than in the ordinary course of business, relating to the distribution of airline flight, fare, and availability information through any distribution channel, including but not limited to a copy of any such subpoena, documents produced by you in response to any such subpoena, and any communications between you and AA, US Airways, Sabre or Orbitz regarding any such subpoena.

3. Any actual or proposed contracts or agreements between you and AA and communications between you and AA regarding such contracts or agreements and/or the negotiation of such contracts or agreements.

4. Documents comparing AA Direct Connect to any GDS or GDSs in general or analyzing the advantages and/or disadvantages of AA Direct Connect, including business strategy documents and internal or external communications relating to:

- a. The technological limitations of AA Direct Connect, including limitations on the ability of AA Direct Connect to: compare fares across airlines; process interline

bookings; integrate with your company's front-office, mid-office, and back-office tools; or perform any other function that your company can obtain from a GDS.

- b. The actual, contemplated, or expected costs to your company of using AA Direct Connect, including: costs of installing and/or integrating AA Direct Connect with your current systems; reduced efficiency caused by using AA Direct Connect's single-carrier platform; reduced ability to find the best fares for your customers; reduced financial assistance payments or other compensation for your company's services; loss of guaranteed access to AA full content; and reduced competitiveness against AA.com and other competitors that have access to AA's full content.
- c. The actual, contemplated, or expected costs AA will impose on your company if you refuse to subscribe to AA Direct Connect, including: termination of your company's ticketing authority; loss of access to AA ancillary fare content; loss of access to wholesale, bulk, or opaque AA fares; costs of AA booking source premiums or other surcharges; reduced ability to find the best fare for your customers, and reduced competitiveness against AA.com and other competitors that have access to AA's full content or superior access to AA content.

5. Communications between you and AA relating to AA Direct Connect, including but not limited to: sales materials and presentations; negotiations; any executed agreements with AA concerning AA Direct Connect; and any complaints or other communications about the capabilities or performance of AA Direct Connect.

6. Documents discussing or analyzing the importance to your company of having access to AA content, including but not limited to AA ancillary fare content and wholesale, bulk,

or opaque AA fares, and including but not limited to any documents discussing or analyzing the actual, contemplated, or expected impact of losing access to AA content on your company's revenue, costs, or competitiveness.

7. Communications between you and any of your customers relating to your company's access to AA content or your company's use of AA Direct Connect, including any communications in which a customer expresses concern about losing access to AA content, AA private fares, or AA privately negotiated discounts if your company does not subscribe to AA Direct Connect.

8. Documents discussing or analyzing AA's market power in the United States, in any city within the United States, or in regard to any air travel between two cities within the United States; AA's ability to force travel agencies to subscribe to AA Direct Connect; or any actual or potential threat or step by AA to deny your company, any other travel agency, or any group of travel agencies access to any AA content.

9. Documents and communications referring or relating to a "Reverse GDS" or any actual or contemplated arrangement in which an airline charges a GDSs and/or travel agencies for access to airline content, including but not limited to ancillary fare content.

10. Data or documents sufficient to show on a monthly basis from 2008 to present, the number of AA segments booked by your company from a U.S. point of sale, broken down by the following: a) AA Direct Connect; b) AA.com; c) all other AA-owned distribution channels (e.g., call centers, ticket offices); d) Travelport GDSs; e) Sabre; f) Amadeus; g) non-GDS booking tools; and h) all other forms of distribution used by your company.

11. Documents or communications sufficient to show the GDSs to which your company has subscribed over time and any actual or contemplated plans to change the GDS or GDSs your company uses.

12. Documents or communications sufficient to show the extent to which your company uses multiple booking sources, including but not limited to using multiple GDSs, and any software or other tools your company uses to facilitate use of multiple booking sources.

13. All documents and communications with or about Farelogix, Open Axis, Boston Consulting Group, or Take Travel Forward.