

EXHIBIT A

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Weil, Gotshal & Manges LLP

Richard A. Rothman
+1 212 310 8426
richard.rothman@weil.com

May 13, 2011

VIA E-MAIL

Walker Friedman, Esq.
FRIEDMAN, SUDER & COOKE
Tindall Square Warehouse No.1
604 East Fourth Street
Suite 200
Fort Worth, Texas 76102

Michael L. Weiner, Esq.
DECHERT LLP
1095 Avenue of the Americas
New York, New York 10036-6797

Michael G. Cowie, Esq.
Craig Gerald Falls, Esq.
DECHERT LLP
1775 I Street, N.W.
Washington, D.C. 20006-2401

Re: American Airlines, Inc. v. Travelport Ltd., et al., Case 4:11-cv-00244-Y (N.D. Tex.)

Gentlemen:

Two important amendments to underlying agreements between American and Travelport are scheduled to expire in just a few months. Specifically, the Preferred Fares Amendment (the "PFA Amendment") to the Galileo International Global Airline Distribution Agreement (the "GIGADA") is set to expire on September 1, 2011, and the Worldspan Content Agreement (the "PCA Amendment"), which amended the Worldspan Participating Carrier Agreement (the "Worldspan PCA"), is set to expire on August 1, 2011. Although the parties have been attempting to negotiate new terms for these amendments, given the lack of progress to date and, in particular, Travelport's continued insistence on terms that we believe are anticompetitive, we fear that those negotiations will not be successful by the date the foregoing amendments expire. Moreover, as you also know, American has commenced an antitrust lawsuit against Travelport in Texas, and has made clear that we intend to prosecute that case without delay. In particular, we may need to seek to expedite discovery in the litigation because American will suffer irreparable harm in the event that Travelport takes any one of a number of punitive actions against American when the amendments expire.

In that regard, by this letter, American requests that Travelport provide assurance that, upon the expiration of the amendments, neither Worldspan nor Galileo: (1) will introduce any biasing to American's flights in their GDS displays; (2) will send notices to terminate the underlying GIGADA and Worldspan PCA agreements; (3) will increase American's booking fees; or (4) otherwise change any other current practice or course of doing business. In light of the punitive actions that Travelport, its GDSs, and other GDSs have taken against American in the past, without clear assurance that Travelport

Walker Friedman, Esq.
Michael L. Weiner, Esq.
Michael G. Cowie, Esq.
Craig Gerald Falls, Esq.
May 13, 2011
Page 2

Weil, Gotshal & Manges LLP

will not take any such punitive actions, American can only assume that Travelport will do so, resulting in incalculable harm to American.

Assuming that Travelport provides American with the clear assurance it needs, we should be able to proceed with the litigation without an immediate motion for expedited discovery. To the extent, however, that Travelport is unwilling to provide the requested assurance, we will have no alternative but to request that Judge Means order that discovery in American's antitrust case be expedited so that a complete and adequate record can be developed by August that will enable the Court to rule upon a motion for a preliminary injunction that we would anticipate making in connection with the expiration of the amendments.

Sincerely,


Richard A. Rothman

cc: R. Paul Yetter, Esq.
M.J. Moltenbrey, Esq.
Michelle Hartmann, Esq.
Bill F. Bogle, Esq.

OTHER COMMUNICATIONS

From: Walker Friedman [wcf@fsclaw.com]
Sent: Thursday, May 19, 2011 10:47 AM
To: Hartmann, Michelle
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; pyetter@yettercoleman.com; Rothman, Richard; bbogle@hfblaw.com
Subject: RE: American Airlines v. Travelport

Michelle- No but when I do I will.

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Website: www.fsclaw.com

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From: Hartmann, Michelle [mailto:michelle.hartmann@weil.com]
Sent: Thursday, May 19, 2011 10:34 AM
To: Walker Friedman
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; pyetter@yettercoleman.com; Rothman, Richard; bbogle@hfblaw.com
Subject: RE: American Airlines v. Travelport

Walker,

Do you have comments to send us?

Thanks -- Michelle



Michelle Hartmann

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Dallas, TX 75201-6950
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From: Walker Friedman [mailto:wcf@fsclaw.com]
Sent: Monday, May 16, 2011 8:48 AM
To: Hartmann, Michelle
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; pyetter@yettercoleman.com; Rothman, Richard; bbogle@hfblaw.com
Subject: RE: American Airlines v. Travelport

Michelle - The form of the protective order is being worked on now. Orbitz's counsel is involved. We hope to have something to you later this week. Thanks.

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From: Hartmann, Michelle [mailto:michelle.hartmann@weil.com]
Sent: Friday, May 13, 2011 5:07 PM
To: Walker Friedman
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; pyetter@yettercoleman.com; Rothman, Richard; bbogle@hfblaw.com
Subject: FW: American Airlines v. Travelport

Walker,

I didn't get a response from you to my email below. Are you available to discuss the form of protective order with us on Monday morning by phone?

Thanks -- Michelle



Michelle Hartmann

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From: Hartmann, Michelle
Sent: Monday, May 09, 2011 12:14 PM

To: 'Walker Friedman'; bbogle@hfblaw.com
Cc: pyetter@yettercoleman.com
Subject: RE: American Airlines v. Travelport

Walker,

It has been close to a week and we still have not heard from you on the form of protective order or the Chicago discovery request. As you know, there were only 4 substantive changes to the form of protective order previously agreed to by Travelport, so obtaining agreement to the form should be an easy task. Please let us know where we stand on that.

Thanks -- Michelle



Michelle Hartmann

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From: Amanda Ramsey [mailto:ramsey@fsclaw.com] **On Behalf Of** Walker Friedman
Sent: Tuesday, May 03, 2011 5:16 PM
To: bbogle@hfblaw.com; Hartmann, Michelle
Subject: American Airlines v. Travelport

We have received Bill Bogle's email of April 28th and Michelle Hartmann's letter of April 27th. Let me respond to both.

First, thank you for your agreement to our 21-day extension request.

My understanding is that Travelport is not seeking any unnecessary delay. However, Travelport does not believe that an acceleration of the FRCP timetable is warranted at this point.

The lawyers on behalf of Travelport are analyzing the allegations of your extensive complaint and are preparing an appropriate response. Consideration is being given to AA's requests for use in this case of the discovery in the Chicago case and the terms of a protective order. We hope to have a response to both shortly.

Finally, let me thank you both for the reminders about our obligations under *Dondi*, the rules regarding document preservation and the requirements of FRCP 26.

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April 27, 2011

VIA E-MAIL

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Tindall Square Warehouse No. 1
604 East Fourth Street
Suite 200
Fort Worth, Texas 76102

Re: American Airlines, Inc. v. Travelport Ltd., et al., Case 4:11-cv-00244-Y (N.D. Tex.)

Dear Mr. Friedman,

We are co-counsel to American Airlines, Inc. ("AA") in the above lawsuit. In that lawsuit, AA alleges that defendants Travelport Limited and Travelport, LP (collectively "Travelport"), and defendant Orbitz Worldwide, LLC ("Orbitz"), have violated the federal antitrust laws, specifically Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2, as well as Texas law.

We trust and assume that Travelport has taken appropriate steps to ensure that all documents in its possession, custody or control—whether in paper or electronic form—that are potentially relevant to this case are being preserved. For example, AA assumes that a written document preservation notice has been distributed within, and implemented by, Travelport, as well as by its affiliates and owners, including The Blackstone Group and/or entities or funds affiliated with The Blackstone Group.

In order to ensure that there is no misunderstanding later, we have attached a non-exhaustive list of document preservation categories that we believe will be responsive to forthcoming discovery requests and will need to be produced in this litigation. This list is subject to, and without waiver of, AA's right to supplement, modify, or amend these categories based on subsequent events and discussions between the parties, as well as to seek discovery concerning all the allegations in the complaint.

As our co-counsel Bill Bogle explained, AA sees no reason why discovery should not move forward expeditiously in this matter. Accordingly, while the attached list is not a formal document request, the list should apprise Travelport of the categories of documents AA will be seeking and thereby enable Travelport to be in a position to produce its documents expeditiously once document production begins. Additionally, as explained by Mr. Bogle in his letter to you, upon entry of a protective order (a draft of which Mr. Bogle is providing to you contemporaneously and which is based on the version that was previously agreed to in the Cook County litigation), we ask you to agree that the discovery produced in

Walker Friedman, Esq.
April 27, 2011
Page 2

Weil, Gotshal & Manges LLP

that case should be deemed produced pursuant to formal discovery here. We look forward to hearing from you on that issue and the form of protective order.

Sincerely,



Michelle Hartmann

EXHIBIT A

Non-Exhaustive List of Document Preservation Categories

These categories are based on American Airline's ("AA's") pending Complaint. Unless specified otherwise, the relevant period for each category is from April 12, 2007 to the present:

A. Market Definition, Market/Monopoly Power, Competition, and Barriers to Entry

1. All documents¹ regarding Travelport's and Orbitz' market shares, actual or potential competition, actual or potential competitors, markets, potential for sales growth or expansion into product or geographic markets, barriers to entry, including, but not limited to:
 - strategic, marketing, or annual plans;
 - the ability of Travelport travel agent subscribers to switch from Travelport to Sabre or Amadeus; and
 - the number and percentage of Travelport travel agent subscribers that have switched from Travelport to Sabre or Amadeus.
2. All documents regarding Travelport's Universal Application Programming Interface (uAPI).

B. AA's Direct Connect Initiative

1. All documents regarding AA Direct Connect, including, but not limited to:
 - internal documents;
 - public statements or communications;
 - documents prepared for, or used during, trade association or other industry events;
 - documents exchanged between Travelport and/or Orbitz and any Third Party, including internal correspondence regarding such exchanges; and
 - documents exchanged between Travelport and Orbitz, including internal correspondence regarding such exchanges.
2. All documents regarding Travelport's and/or Orbitz' views, strategies, communications, or assessment concerning any alternative channels for distributing airline flight and fare information to travel agents, including, but not limited to, web-based and direct connect alternatives.

C. Travelport's Agreements With AA and Other Airlines

1. All documents regarding the booking fees Travelport has charged to AA and other airlines since 2003, including, but not limited to, Travelport's financial statements, booking fee increases by Travelport and the reasons for any such increases, as well as Travelport's costs for operating its GDSs and any research and development.

¹ The term "documents" has the same meaning as "documents or electronically stored information" set forth in Federal Rule of Civil Procedure 34(a)(1)(A).

2. All documents regarding the most favored nation clauses or full content provisions in Travelport's contracts with AA and other airlines, including, but not limited to, any external or internal communications regarding those provisions.
3. All documents regarding the termination dates in Travelport's contracts with AA and other airlines, including, but not limited to, any external or internal communications regarding those dates.
4. All documents regarding the negotiation of a new agreement between Travelport and AA to replace the expiring Preferred Fares Amendment with Galileo and Content Agreement with Worldspan.

D. Travelport's Agreements With Its Travel Agencies

1. Travelport's contracts with actual or potential Travelport travel agent subscribers, including, but not limited to:
 - all documents regarding incentive payment provisions, exclusivity provisions, and penalty or shortfall provisions; and
 - any external or internal correspondence regarding those provisions.

E. Travelport's Relationship With Orbitz

1. All documents regarding the Subscriber Services Agreement between Orbitz and Travelport, including, but not limited to, the negotiation of Orbitz' obligation to use Travelport exclusively as its GDS provider for North American air travel bookings.

F. Agreements Between Travelport And Applications Developers

1. All documents regarding Travelport's and Orbitz' actual or potential licenses or agreements with current or former applications developers including, but not limited to, Farelogix.

G. AA's Decision To Terminate Its Relationship With Orbitz

1. All documents regarding Travelport's responses to AA's decision to terminate its relationship with Orbitz on November 1, 2010, including, but not limited to, document relating to:
 - doubling fees Travelport charged AA for bookings made by Travelport travel agent subscribers;
 - adding the Booking Source Premium to AA's fares;
 - Travelport's payments to Orbitz associated with Orbitz' refusal to adopt AA Direct Connect; and
 - documents relating to any and all alternative responses that Travelport considered.
2. All communications concerning AA's decision to terminate its relationship with Orbitz, including, but not limited to, Travelport's communications with Orbitz and/or Travelport travel agent subscribers, and internal communications regarding such exchanges or

concerning Travelport's actual or potential responses to AA's decision to terminate its relationship with Orbitz.

3. All communications between Travelport and/or Orbitz or any Third Party² regarding *Travelport v. American Airlines*, Case No. 2010CH-48028 (Cook Cty., Ill.), including any internal correspondence regarding such exchanges.

H. Industry Deregulation

1. All documents prepared by or for Travelport and/or Orbitz regarding actual, proposed, or contemplated regulation or rule-making by the U.S. Department of Transportation since 2003, including, but not limited to, presentations or submissions made to the U.S. Department of Transportation by Travelport and/or Orbitz.
2. All documents prepared by or for Travelport and/or Orbitz regarding comments by the U.S. Department of Justice Antitrust Division in connection with actual, proposed, or contemplated regulation or rule-making by the U.S. Department of Transportation since 2003, including, but not limited to, presentations or submissions made to the U.S. Department of Justice Antitrust Division by Travelport and/or Orbitz.
3. All documents prepared by or for Travelport and/or Orbitz regarding actual, proposed, or contemplated legislation by the U.S. Congress regarding the fare, flight, and availability information provided by AA and other airlines to Travelport, Sabre, and Amadeus, including, but not limited to, testimony or comments submitted by Travelport and/or Orbitz.

² The term "Third Party" is defined as broadly as possible as any party other than plaintiff, Travelport and Orbitz, including, but not limited to, other airlines, Sabre, Amadeus, then-Worldspan, Expedia, Priceline, vegas.com, actual or potential Travelport Subscribers, Farelogix, American Society of Travel Agents, Business Travel Coalition, National Business Travel Coalition, Consumer Travel Alliance, Interactive Travel Services Association, Open Allies for Airfare Transparency, Kevin Mitchell, American Express Travel Company, and Carlson Wagonlit Travel.

From: Amanda Ramsey [ramsey@fsclaw.com] on behalf of Walker Friedman [wcf@fsclaw.com]
Sent: Tuesday, May 03, 2011 5:16 PM
To: bbogle@hfblaw.com; Hartmann, Michelle
Subject: American Airlines v. Travelport

We have received Bill Bogle's email of April 28th and Michelle Hartmann's letter of April 27th. Let me respond to both.

First, thank you for your agreement to our 21-day extension request.

My understanding is that Travelport is not seeking any unnecessary delay. However, Travelport does not believe that an acceleration of the FRCP timetable is warranted at this point.

The lawyers on behalf of Travelport are analyzing the allegations of your extensive complaint and are preparing an appropriate response. Consideration is being given to AA's requests for use in this case of the discovery in the Chicago case and the terms of a protective order. We hope to have a response to both shortly.

Finally, let me thank you both for the reminders about our obligations under *Dondi*, the rules regarding document preservation and the requirements of FRCP 26.

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HARRIS · FINLEY · BOGLE

Bill F. Bogle
Direct 817.870.8702
Fax 817.332.6121
bbogle@hfblaw.com

April 25, 2011

Via Hand-Delivery

Mr. Walker C. Friedman
Friedman, Suder & Cooke
604 E. 4th St., Suite 200
Fort Worth, Texas 76102

Re: Civil Action No. 4:11-cv-00244-Y; *American Airlines, Inc., a Delaware corporation vs. Travelport Limited, a Delaware limited partnership, d/b/a Travelport; and Orbitz Worldwide, LLC, a Delaware limited liability company, d/b/a Orbitz;*
In the United States District Court for the Northern District of Texas, Fort Worth Division

Dear Walker:

I discussed your client's request for a 45 day extension of time within which to answer or otherwise respond. Forty-five days seems a bit excessive. However, we would agree to a 21 day extension (counting from Wednesday of this week, in order to give you a couple of days to confer with your client), i.e., to May 11, 2011, for Defendants to answer, move, or otherwise respond to the Complaint, provided that Defendants agree:

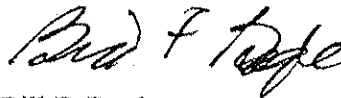
1. to conduct the R. 26(f) conference in this case on or before May 6, 2011; and
2. to not object to or resist beginning discovery immediately following the 26(f) conference, or pending a motion to dismiss; and
3. that all discovery in the Chicago case (the Chicago Discovery) may be viewed by all counsel of record in this case, subject to a mutually agreed protective order; and

Walker C. Friedman
April 25, 2011
Page 2

4. that, subject to such a protective order, the Chicago Discovery will be deemed to have been produced pursuant to formal discovery in this case; and

5. that in the event the parties do not mutually agree to the form and substance of a protective order by May 16th, one in the form used in the Chicago case, modified pursuant to 3, above, will be mutually submitted to the Court for entry and will govern the discovery in this action until such time as a modified protective order is mutually agreed to by the parties and/or entered by the Court. In that regard, we will be sending you this week a draft protective order for use in this case that is based on the protective order entered in the Chicago case with only a few suggested modifications that we believe should be mutually agreeable.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Bill F. Bogle".

Bill F. Bogle

BFB/ktb

FRIEDMAN, SUDER & COOKE

A PROFESSIONAL CORPORATION OF ATTORNEYS

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Fort Worth, Texas 76102MAIN 817.334.0400
FAX 817.334.0401

WALKER C. FRIEDMAN

DIRECT DIAL: 817.334.0144
E-MAIL: wcf@fslaw.com

April 26, 2011

Mr. Bill F. Bogle
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 3600
Fort Worth, TX 76102-5341
[via fax no. 817.332.6121]

Re: No. 4:11-cv-002440Y; *American Airlines, Inc. v. Travelport, LP et al*

Dear Bill:

Thanks for your letter of April 25, 2011. I am hopeful that we can conduct this litigation in such a way that we accommodate each other on reasonable scheduling requests.

Our client requests a 21-day extension for the answer date. The 21 days would begin when the answer date would otherwise be due. Our client is willing to agree that all discovery in the Chicago case could be viewed by all counsel of record in this case subject to a mutually agreed protective order.

If this is not agreeable, please let me know so that we can go ahead and file a motion.

Sincerely,


Walker C. Friedman

WCF/acr

From: Bill Bogle [Bbogle@hfblaw.com]
Sent: Thursday, April 28, 2011 1:48 PM
To: Walker Friedman
Subject: AA v. Travelport et al
Attachments: US_ACTIVE_Stipulated ProtectiveOrder_Track Changes_43692020_1 (3).doc;
US_ACTIVE_Stipulated Protective Order_43689707_8 (2).doc; US_ACTIVE_Stipulated
ProtectiveOrder_Track Changes_43692020_1 (3)_1.doc; 14013-0135(2011-04-27
17-13-25).pdf

Walker, thanks for your telephone call. As I said, we too wish to cooperate reasonably in discovery and scheduling, appreciate your letting us share the Chicago discovery with all counsel of record, and agree to your 21 day extension request. But, in that same spirit of cooperation, I ask that you ask your client to tell us specifically on what grounds did they not agree to each of our other proposals. I can think of no valid reason, other than delay, and that is not the spirit of cooperation we expect, particularly under the *Dondi* decision, by which we all are bound, ethically, and literally in the Northern District, and in view of the fact that these documents already have been produced in other litigation between the same parties. If we do not receive a well founded explanation, then it will be clear that the refusal was purely for delay.

Meanwhile, I received your proposed motion for extension of time and the draft order, and while they are acceptable to me, I can't sign and I am waiting on approval and a signature from Mr. Yetter. You may state to the Court that the motion is unopposed.

We all know that events could occur as early as this summer that might prompt the need for injunctive relief; so, while we understand why your client would want to move slowly, we intend to oppose all unnecessary delays.

Please also tell me, if you know or can find out, who will be representing Orbitz in this action.

I am attaching two documents: 1, a clean and a redlined draft of proposed Protective Order, substantially in the form of the one used in the Chicago lawsuit, and 2, a document preservation letter.

I look forward to working with you.

Bill F. Bogle ATTORNEY AT LAW
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From: Amanda Ramsey [ramsey@fsclaw.com] on behalf of Walker Friedman [wcf@fsclaw.com]
Sent: Tuesday, May 03, 2011 5:16 PM
To: bbogle@hfblaw.com; Hartmann, Michelle
Subject: American Airlines v. Travelport

We have received Bill Bogle's email of April 28th and Michelle Hartmann's letter of April 27th. Let me respond to both.

First, thank you for your agreement to our 21-day extension request.

My understanding is that Travelport is not seeking any unnecessary delay. However, Travelport does not believe that an acceleration of the FRCP timetable is warranted at this point.

The lawyers on behalf of Travelport are analyzing the allegations of your extensive complaint and are preparing an appropriate response. Consideration is being given to AA's requests for use in this case of the discovery in the Chicago case and the terms of a protective order. We hope to have a response to both shortly.

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May 6, 2011

VIA E-MAIL

John J. Little, Esq.
Little Pederson Fankhauser LLP
901 Main Street, Suite 4110
Dallas, TX 75202-3714

Re: American Airlines, Inc. v. Travelport Ltd., et al., Case 4:11-cv-00244-Y (N.D. Tex.)

Dear Mr. Little:

We are co-counsel to American Airlines, Inc. ("AA") in the above lawsuit. In that lawsuit, AA alleges that defendants Travelport Limited and Travelport, LP (collectively "Travelport"), and defendant Orbitz Worldwide, LLC ("Orbitz"), have violated the federal antitrust laws, specifically Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1, 2, as well as Texas law.

We trust and assume that Orbitz has taken appropriate steps to ensure that all documents in its possession, custody or control—whether in paper or electronic form—that are potentially relevant to this case are being preserved. For example, AA assumes that a written document preservation notice has been distributed within, and implemented by, Orbitz.


In order to ensure that there is no misunderstanding later, we have attached a non-exhaustive list of document preservation categories that we believe will be responsive to forthcoming discovery requests and will need to be produced in this litigation. This list is subject to, and without waiver of, AA's right to supplement, modify, or amend these categories based on subsequent events and discussions between the parties, as well as to seek discovery concerning all the allegations in the complaint.

As our co-counsel Paul Yetter explained, AA sees no reason why discovery should not move forward expeditiously in this matter. Accordingly, while the attached list is not a formal document request, the list should apprise Orbitz of the categories of documents AA will be seeking and thereby enable Orbitz to be in a position to produce its documents expeditiously once document production begins. Additionally, as explained by Mr. Yetter in his e-mail to you, we ask that the parties make themselves available as soon as possible to confer on preliminary matters, including the form of protective order, a draft of which was previously sent to you. We look forward to hearing from you on these issues and the form of protective order.

John J. Little, Esq.
May 6, 2011
Page 2

Weil, Gotshal & Manges LLP

Sincerely,


Michelle Hartmann

cc: Christopher S. Yates, Esq. (co-counsel to Orbitz)
Daniel M. Wall, Esq. (co-counsel to Orbitz)
Richard A. Rothman, Esq.
R. Paul Yetter, Esq.
Bill F. Bogle, Esq.

EXHIBIT A

Non-Exhaustive List of Document Preservation Categories

These categories are based on American Airline's ("AA's") pending Complaint. Unless specified otherwise, the relevant period for each category is from April 12, 2007 to the present:

A. Market Definition, Market/Monopoly Power, Competition, and Barriers to Entry

1. All documents¹ regarding Orbitz' and Travelport's market shares, actual or potential competition in the distribution of airline flight, fare, and availability information, actual or potential competitors, markets, potential for sales growth or expansion into product or geographic markets, barriers to entry, including, but not limited to:
 - strategic, marketing, or annual plans;
 - the ability of Orbitz to switch from Travelport to Sabre or Amadeus; and
 - booking fees paid by AA and other airlines to Travelport, Sabre, and/or Amadeus.
2. All documents regarding Travelport's Universal Application Programming Interface (uAPI).

B. AA's Direct Connect Initiative

1. All documents regarding AA Direct Connect, including, but not limited to:
 - internal documents analyzing, assessing, or referring to AA Direct Connect;
 - meetings where AA Direct Connect was discussed and/or minutes or notes reflecting what was discussed
 - public statements or communications concerning or referring to AA Direct Connect;
 - documents prepared for, or used during, trade association or other industry events concerning or referring to AA Direct Connect;
 - documents exchanged between Orbitz and/or Travelport and any Third Party, including internal correspondence regarding such exchanges; and
 - documents exchanged between Orbitz and/or Travelport, including internal correspondence regarding such exchanges.
2. All documents regarding Orbitz' and/or Travelport's views, strategies, communications, or assessment concerning any alternative channels for distributing airline flight and fare information to travel agents, including, but not limited to, web-based and direct connect alternatives.

C. AA's Relationship With Orbitz And The Termination Of That Relationship

1. All documents regarding the following agreements between Orbitz and AA:
 - The Second Amended and Restated Airline Charter Associate Agreement effective December 19, 2003;

¹ The term "documents" has the same meaning as "documents or electronically stored information" set forth in Federal Rule of Civil Procedure 34(a)(1)(A).

- The Orbitz Supplier Link Agreement effective February 3, 2004;
 - U.S. and Canada Based Fare Agreement, effective April 1, 2009;
 - Orbitz Worldwide, LLC In-Kind Travel Barter letter agreement dated as of May 21, 2010; and
 - ARC Agent Reporting Agreement and American Airlines, Inc. Addendum To The ARC Agent Reporting Agreement, effective December 19, 2006, including Orbitz.com ARC numbers: 2450473, 2452943, 2463986, 4450185, 4450635, 3154726, 4450347, 4453812, and 44545.
2. All documents regarding Travelport's responses to AA's decision to terminate its relationship with Orbitz on November 1, 2010, including, but not limited to, documents relating to:
 - Travelport's payments to Orbitz associated with Orbitz' refusal to adopt AA Direct Connect;
 - doubling fees Travelport charged AA for bookings made by Travelport travel agent subscribers;
 - adding the Booking Source Premium to AA's fares; and
 - documents relating to any and all alternative responses that Travelport considered.
 3. All communications concerning AA's decision to terminate its relationship with Orbitz, including, but not limited to, Orbitz' communications with Travelport and/or other travel agent subscribers, and internal communications regarding such exchanges or concerning Orbitz' or Travelport's actual or potential responses to AA's decision to terminate its relationship with Orbitz.
 4. All communications between Orbitz and/or Travelport and any Third Party² regarding *Travelport v. American Airlines*, Case No. 2010CH-48028 (Cook Cty., Ill.), including any internal correspondence regarding such exchanges.

D. Orbitz' Relationship With Travelport

1. All documents regarding the Subscriber Services Agreement between Orbitz and Travelport, including, but not limited to, the negotiation of Orbitz' obligation to use Travelport exclusively as its GDS provider for North American air travel bookings.

² The term "Third Party" is defined as broadly as possible as any party other than plaintiff, Travelport and Orbitz, including, but not limited to, other airlines, Sabre, Amadeus, then-Worldspan, Expedia, Priceline, vegas.com, actual or potential Travelport Subscribers, Booking Builder, Concur Technologies, Inc. (Cliqbook), Farelogix, Google, nuTravel, PASS Consulting, Rearden, American Society of Travel Agents, Business Travel Coalition, National Business Travel Coalition, Consumer Travel Alliance, Interactive Travel Services Association, Open Allies for Airfare Transparency, Kevin Mitchell, American Express Travel Company, BCD Travel, Carlson Wagonlit Travel, HRG, Rosenbluth International, and Travel and Transport.

E. Agreements Between Orbitz And/Or Travelport And Applications Developers

1. All documents regarding Orbitz' and/or Travelport's actual or potential licenses or agreements with current or former applications developers including, but not limited to, Farelogix

F. Travelport's Agreements With AA and Other Airlines

1. All documents regarding the booking fees Travelport has charged to AA and other airlines since 2003, including, but not limited to, booking fee increases by Travelport and the reasons for any such increases, as well as Travelport's costs for operating its GDSs and any research and development.
2. All documents regarding the most favored nation clauses or full content provisions in Travelport's contracts with AA and other airlines, including, but not limited to, any external or internal communications regarding those provisions.
3. All documents regarding the termination dates in Travelport's contracts with AA and other airlines, including, but not limited to, any external or internal communications regarding those dates.

G. Industry Deregulation

1. All documents prepared by or for Orbitz and/or Travelport regarding actual, proposed, or contemplated regulation or rule-making by the U.S. Department of Transportation since 2003, including, but not limited to, presentations or submissions made to the U.S. Department of Transportation by Orbitz and/or Travelport.
2. All documents prepared by or for Orbitz and/or Travelport regarding comments by the U.S. Department of Justice Antitrust Division in connection with actual, proposed, or contemplated regulation or rule-making by the U.S. Department of Transportation since 2003, including, but not limited to, presentations or submissions made to the U.S. Department of Justice Antitrust Division by Orbitz and/or Travelport.
3. All documents prepared by or for Orbitz and/or Travelport regarding actual, proposed, or contemplated legislation by the U.S. Congress regarding the fare, flight, and availability information provided by AA and other airlines to Travelport, Sabre, and Amadeus, including, but not limited to, testimony or comments submitted by Orbitz and/or Travelport.

Hartmann, Michelle

From: Chris.Yates@LW.com
Sent: Wednesday, May 18, 2011 9:15 PM
To: Hartmann, Michelle; pyetter@yettercoleman.com
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; wcf@fsclaw.com; bbogle@hfblaw.com; Rothman, Richard; MMoltenbrey@deweyleboeuf.com; arotman@yettercoleman.com; dan.wall@lw.com; jlittle@lpf-law.com; Brendan.McShane@lw.com; Jason.Daniels@lw.com
Subject: RE: American Airlines v. Travelport Limited, et al.

Michelle:

Apologies for the delayed response.

We are in the process of going through the draft protective order, and will work with counsel for Travelport to circulate comments to your draft. As you know, Orbitz is not a party to the Illinois litigation and, as a result, we are looking at the draft with a fresh eye and are likely to propose revisions.

With respect to documents from the Illinois litigation, Orbitz will not agree to have those documents be deemed produced for purposes of this separate action. The parties and claims are different here – and, again, Orbitz is not a party to the Illinois case.

We suggest that we discuss these and other issues at the parties' Rule 26(f) conference.

Chris

Christopher S. Yates

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Email: chris.yates@lw.com
<http://www.lw.com>

From: Hartmann, Michelle [mailto:michelle.hartmann@weil.com]
Sent: Friday, May 13, 2011 3:04 PM
To: Yates, Chris (SF); pyetter@yettercoleman.com
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; wcf@fsclaw.com; bbogle@hfblaw.com; Rothman, Richard; MMoltenbrey@deweyleboeuf.com; arotman@yettercoleman.com; Wall, Dan (SF)
Subject: RE: American Airlines v. Travelport Limited, et al.

Chris,

We still have not heard back from you regarding our other requests, including we hope is the unobjectionable form of protective order. Are you available to discuss by phone with us on Monday morning?

Thanks -- Michelle

Weil

Michelle Hartmann

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+1 214 746 7777 Fax

From: Chris.Yates@LW.com [mailto:Chris.Yates@LW.com]
Sent: Tuesday, May 03, 2011 4:27 PM
To: pyetter@yettercoleman.com
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; wcf@fsclaw.com; bbogle@hfblaw.com; Hartmann, Michelle; Rothman, Richard; MMoltenbrey@deweyleboeuf.com; arotman@yettercoleman.com; dan.wall@lw.com
Subject: RE: American Airlines v. Travelport Limited, et al.

Paul:

Thank you for the email. It is my understanding that Orbitz did not produce documents in the "Illinois litigation" and your request is thus better directed to Travelport. I see from the attachments to your email that Travelport has agreed that counsel in this litigation may view documents from the Illinois litigation subject to entry of an appropriate protective order. That approach is acceptable to Orbitz. Accordingly, we will file the unopposed motion for an extension of time for Orbitz to respond to your client's complaint.

I will raise your separate requests below with our client.

Chris

From: Yetter, Paul [mailto:pyetter@yettercoleman.com]
Sent: Tuesday, May 03, 2011 4:40 AM
To: Yates, Chris (SF)
Cc: michael.weiner@dechert.com; mike.cowie@dechert.com; craig.falls@dechert.com; wcf@fsclaw.com; Bill Bogle; Hartmann, Michelle; Rothman, Richard; Moltenbrey, MJ; Rotman, Anna
Subject: RE: American Airlines v. Travelport Limited, et al.

Chris: American does not oppose Orbitz's requested 21-day extension if, as did Travelport, Orbitz agrees that all documents produced in the Illinois litigation may be viewed by all counsel for all parties here. If you agree, please so confirm, and you may file Orbitz's extension request as unopposed.

In addition, in order to expedite the resolution of this important litigation, we have two requests that we hope to be unobjectionable:

- That the parties agree the documents produced in the Illinois litigation are deemed produced in this litigation, pursuant to an agreed protective order.
- That the parties make themselves available this week or early next week to confer on the form of protective order and other preliminary matters. We have sent a draft protective order to Travelport. (That form is attached.) As you will see from the black-line comparison (against the Chicago Protective Order), the only modifications to the form used in Cook County concern non-substantive issues, such as capitalization and typographical errors, with the exception of these items:
 - we increased slightly the time for depositions to remain confidential, from three to seven days;
 - we included a provision permitting a designated in-house counsel to view documents labeled "Highly Confidential";
 - we permitted the DOJ to view documents labeled "Confidential"; and

- o we added a standard provision regarding inadvertent production of privileged materials.

We made the same requests of Travelport, whose counsel are copied on this note, and await its response. Please have Orbitz consider these requests, and we look forward to hearing from you soon. Thank you for your professional courtesy in this respect.

Paul Yetter

From: Chris.Yates@LW.com [<mailto:Chris.Yates@LW.com>]
Sent: Monday, May 02, 2011 9:00 PM
To: Yetter, Paul
Subject: RE: American Airlines v. Travelport Limited, et al.

Paul – please advise so that we can either seek an extension from the Judge to conform our response date to Travelport’s or, as I hope to do, file an unopposed motion. Thanks.

Chris

From: Yetter, Paul [<mailto:pyetter@yettercoleman.com>]
Sent: Monday, May 02, 2011 2:52 PM
To: Yates, Chris (SF)
Subject: RE: American Airlines v. Travelport Limited, et al.

Thanks, Chris. I’ll get back to you shortly about your request.

Paul Yetter

YetterColeman LLP
TRIALS | APPEALS

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phone 713.632.8000 fax 713.632.8002
<http://www.yettercoleman.com>

From: Chris.Yates@LW.com [<mailto:Chris.Yates@LW.com>]
Sent: Monday, May 02, 2011 12:49 PM
To: Yetter, Paul
Subject: American Airlines v. Travelport Limited, et al.

Paul:

I left you a voicemail a few minutes ago introducing myself as one of the counsel for Orbitz in the above matter. My partner Dan Wall and I were recently engaged and as a result, we would appreciate your agreement on an extension of time to respond to the complaint. I see that Travelport has obtained an extension until May 25, 2011 and that date should work for us as well. Please confirm that our client Orbitz may have until May 25, 2011 to respond to complaint.

Regards,

Chris

Christopher S. Yates

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