

EXHIBIT B

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

AMERICAN AIRLINES, INC. §
§
VS. § CIVIL ACTION NO. 4:11 -CV-244-Y
§
TRAVELPORT LIMITED, et al. §

FIRSTSECOND AMENDED STIPULATED PROTECTIVE ORDER

The Court enters this FirstSecond Amended Stipulated Protective Order (“Protective Order”) pursuant to Federal Rule of Civil Procedure 26. The parties stipulate as follows:

1. Certain documents and information have been and may be sought, produced, or exhibited by and between the parties to the above-styled proceeding (“Proceeding”) that relate to the parties’ trade secrets, confidential information, and other kinds of commercially sensitive information that the party making the production deems confidential; and
2. To preserve the confidentiality of certain documents and information, a protective order should be entered by the Court; and
3. The confidentiality designation of any materials cannot be used in evidence or as proof of anything.

Pursuant to the parties’ stipulations and Rule 26(c), the following is hereby
ORDERED:

1. This Protective Order shall govern all documents, the information contained therein, and all other information produced or disclosed during the Proceeding whether revealed in a document, deposition, other testimony, discovery response or otherwise, by any party in this Proceeding (“Supplying Party”) to any other party (“Receiving Party”), when the same is designated in accordance with the procedures set forth herein. This Protective Order is binding

upon the parties to the Proceeding, including their respective corporate parents, subsidiaries and affiliates and their respective attorneys, agents, representatives, consulting and testifying experts, officers and employees and others as set forth in this Protective Order.

2. A subpoenaed third party who so elects in a writing served on all parties may avail itself of, and agree to be bound by, the terms and conditions of this Protective Order and thereby become a Supplying Party for purposes of this Protective Order. The parties, in conducting discovery from third parties, shall attach to such discovery requests a copy of this Protective Order so as to apprise such third parties of their rights herein. A third party that elects to become a Supplying Party for purposes of this Protective Order shall have the same rights and obligations as any other Supplying Party to designate any “Confidential” or “Outside Attorneys’ Eyes Only” material it produces consistent with the provisions in this Protective Order.

3. Any Supplying Party shall have the right to identify and designate as “Confidential” or “Outside Attorneys’ Eyes Only” any document or other materials it produces or provides (whether pursuant to court order, subpoena or by agreement), or any testimony given in this Proceeding, which testimony or discovery material is believed in good faith by that supplying party to constitute, reflect or disclose its confidential, proprietary, or trade secret information, as those terms are understood under applicable state and federal law (“Designated Material”).

4. Designated Material as used herein includes without limitation documents, information contained in documents, information revealed during a deposition or other testimony, information revealed in an interrogatory answer, or information otherwise revealed during the Proceeding.

5. “Inside Counselors” as used herein refers to no more than two in-house attorneys for each party who are primarily responsible for managing the litigation in this Proceeding. Inside Counselors shall agree not to participate in negotiations of commercial agreements between the parties on behalf of their respective clients during the pendency of this litigation (including appeals) and for two (2) years thereafter. The designated Inside Counselors for each party are as follows:

- (a) For American Airlines, Inc: Bruce Wark and Donald Broadfield, Jr.
- (b) For Travelport Limited and Travelport, LP d/b/a Travelport: Richard Hastings and Shaun Redgrave.
- (c) For Sabre Inc., Sabre Holdings Corp., and Sabre Travel International Limited d/b/a Sabre Travel Network: Sonia Ferguson and David Schwarte.
- (d) For Orbitz Worldwide, LLC d/b/a Orbitz: Craig Sonnenschein and Suzanne Browne.

Any Party may change the designation of its Inside Counselors upon written notice to all other parties if the previously-designated Inside Counselor is no longer employed by the Party or with the Court’s permission for good cause shown.

6. Specific documents and interrogatory answers produced by a Supplying Party shall, if appropriate, be designated pursuant to this Protective Order by marking the first page of the document and each subsequent page thereof containing Confidential Information with the legend:

“CONFIDENTIAL (No. 4:11-cv-00244-Y)”

or

“OUTSIDE ATTORNEYS’ EYES ONLY (No. 4:11-cv-00244-Y)”

Alternatively, a Supplying Party may designate information as Confidential Information by indicating in a writing served to all counsel of record the page range or bates-stamp range or otherwise identifying the materials in a manner that is readily ascertainable.

7. Information disclosed at a deposition taken in connection with this Proceeding may be designated pursuant to this order as follows:

- (a) A Supplying Party (or its counsel) may designate testimony, given by any fact or expert witness as “Confidential” or “Outside Attorneys’ Eyes Only” on the record during the taking of the deposition, in which case the stenographic employee or court reporter recording or transcribing such testimony shall be directed either to bind any transcript page(s) containing Confidential Information separately and apart from any transcript page(s) containing no such Confidential Information or to ensure that the transcript identifies the page-range of the Confidential Information; or
- (b) A Supplying Party (or its counsel) may notify all other parties to this Protective Order in writing, within twenty-one (21) calendar days of receipt of the transcript of a deposition of any witness of specific pages and lines of the transcript which are designated as “Confidential” or “Outside Attorneys’ Eyes Only,” whereupon each party shall treat the designated excerpts in accordance with this Order. To facilitate the designation of Confidential Information, all transcripts of depositions shall be treated in their entirety as “Outside Attorneys’ Eyes Only” for a period of twenty-one (21) calendar days following delivery by court reporter of certified transcripts to all parties.

8. Confidential Information shall be disclosed by the Receiving Party only to the following persons:

- (a) Outside counsel for the Plaintiff and Defendants whose lawyers have filed appearances in this Proceeding, including their attorneys, paralegals, investigators, stenographic and clerical employees; the personnel supplied by any independent contractor (including litigation support service personnel or attorneys and paralegals assisting in document review) with whom such attorneys work in connection with the Proceeding;
- (b) Inside Counselors, as that term is defined in Paragraph 5 of this Order;
- (c) Any outside consultant or expert who is retained in connection with this Proceeding and to whom it is necessary to disclose Confidential Information for the purpose of assisting in, or consulting with respect to, the preparation of this Proceeding and who signs the document attached hereto as Exhibit A, agreeing to be bound by the terms of this Protective Order;
- (d) The Court and any members of its staff to whom it is necessary to disclose Confidential Information for the purpose of assisting the Court in this Proceeding;

- (e) Witnesses in this action to whom disclosure is reasonably necessary for this litigation and who have signed the document attached as Exhibit A, agreeing to be bound by the terms of this Protective Order;
- (f) Stenographic employees and court reporters recording or transcribing testimony relating to the Proceeding;
- (g) The author, addressees, or recipients of the document, or the original source of the Confidential Information, provided such authors, addressees, or recipients sign the document attached hereto as Exhibit A, agreeing to be bound by the terms of this Protective Order; and
- (h) Any other person to whom the Supplying Party agrees in writing or on the record, provided that such person signs the document attached hereto as Exhibit A, agreeing to be bound by the terms of this Protective Order.

9. Persons having knowledge of Confidential Information by virtue of the disclosure of such information by a Supplying Party in discovery in this Proceeding shall use that Protected Information only in connection with the prosecution or appeal of the Proceeding, and shall neither use such Confidential Information for any other purpose nor disclose such Confidential Information to any person who is not identified in paragraph 7 of this Protective Order. The parties agree that Confidential Information can be used in any other proceeding between the parties and in which a protective order agreed to by the parties is in place, with the written permission of the Supplying Party, which permission shall not be unreasonably withheld. In the event that permission to use Confidential Information is not given by the Supplying Party, the Receiving Party may petition the Court for relief.

10. Nothing shall prevent disclosure of Confidential Information beyond the terms of this Protective Order (a) if the Supplying Party (or its counsel) consents in writing to such disclosure, (b) if a Supplying Party knowingly discloses its own Confidential Information in a public or non-redacted pleading filed in the Court's public record or in a publication disseminated to the general public, ~~or~~ (c) if the Court, after reasonable written notice to counsel for all the parties, and after an opportunity to be heard by counsel for the Supplying Party, orders

such disclosure, (d) if the Confidential Information was or is acquired from a third party possessing such information and having no obligation of confidentiality to the designating party, or (e) if the Receiving Party can establish that the Confidential Information is in its rightful and lawful possession at the time of disclosure or is developed independently by the Receiving Party without the use of Confidential Information.

11. The Parties expect the Proceeding will require the production (in hard copy and/or electronic form) of certain categories of extremely sensitive confidential trade secret or proprietary information that the Supplying Party reasonably believes may substantially compromise and/or jeopardize the Supplying Party's business interests, even if limited to the persons listed in Paragraph 8 above ("Outside Attorneys' Eyes Only Information"). Outside Attorneys' Eyes Only Information may include without limitation: (a) the negotiation, terms, and course of performance of legal agreements; (b) pricing information; (c) financial information, including sales and profits, that is not otherwise public information; (d) the content of and strategy related to current and past business dealings, including confidential communications with customers (e) intellectual property; (f) trade secrets, know-how, or proprietary data; (g) information relating to unreleased products and services, or products and services that may still be in development").

12. All the provisions set forth above applicable to Confidential Information shall apply equally to Outside Attorneys' Eyes Only Information, except that disclosure of Outside Attorneys' Eyes Only Information by the receiving party shall be limited to the following persons:

- (a) Outside counsel for the Plaintiff and the Defendants whose lawyers have filed appearances in this Proceeding (specifically excluding in-house counsel), including their attorneys, paralegals, investigators, stenographic and clerical employees; the personnel supplied by any independent

contractor (including litigation support service personnel or attorneys and paralegals assisting in document review) with whom such attorneys work in connection with the Proceeding;

- (b) Any outside consultant or expert who retained in connection with this Proceeding and to whom it is necessary to disclose Outside Attorneys' Eyes Only Information for the purpose of assisting in, or consulting with respect to, the prosecution or defense of this Proceeding, and who signs the document attached hereto as Exhibit A, agreeing to be bound to the terms of this Protective Order;
- (c) The author, addressees, or recipients of the document, or the original source of the Outside Attorneys' Eyes Only Information who signs the document attached hereto as Exhibit A, agreeing to be bound to the terms of this Protective Order;
- (d) The Court and any members of its staff to whom it is necessary to disclose Outside Attorneys' Eyes Only Information for the purpose of assisting the Court with respect to the Proceeding;
- (e) Stenographic employees and court reporters recording or transcribing testimony relating to the Proceeding.

13. There may be certain limited pieces of information—documents, interrogatory answers and/or deposition testimony—that are marked “Outside Attorneys’ Eyes Only” by a Supplying Party and that the Receiving Party believes it must show to its clients to adequately prepare its case for trial. If a Receiving Party believes that information falls within this category, it shall identify the information to the Supplying Party with specificity and disclose the in-house personnel to whom it wishes to disclose the information. The Supplying Party will provide a good faith response concerning its willingness (or lack of willingness) to permit the information to be shown to the disclosed in-house personnel within five (5) business days. If the Supplying Party is unwilling to permit the Receiving Party to show the information to the Receiving Party’s clients, the Receiving Party may then raise the matter with the Court.

14. Persons having knowledge of Outside Attorneys’ Eyes Only Information by virtue of the disclosure of such information by a Supplying Party in discovery in this Proceeding shall

use that Outside Attorneys' Eyes Only Information only in connection with the prosecution or appeal of the Proceeding, and shall neither use such Outside Attorneys' Eyes Only Information for any other purpose nor disclose such Outside Attorneys' Eyes Only Information to any person who is not identified in paragraph 12 of this Protective Order. The parties agree that Outside Attorneys' Eyes Only Information can be used in any other proceeding in which a protective order agreed to by the parties is in place, with the written permission of the Supplying Party, which permission shall not be unreasonably withheld. In the event that permission to use Confidential Information is not given by the Supplying Party, the Receiving Party may petition the Court for relief.

15. Prior to the disclosure of any Designated Material to any person identified in paragraphs 8 (b), (c), (e), (g) or (h) or 12 (b) or (c), such person shall be provided with a copy of this Protective Order, which he or she shall read and upon reading shall sign a Certification, in the form attached hereto as Exhibit A, acknowledging that he or she has read this Protective Order and shall abide by its terms. Counsel for the party seeking to disclose Designated Material to any person identified in paragraphs 8(b) or (g) or 12(c) shall then serve all other parties in this Proceeding with a copy of the executed Certification. Counsel for the party seeking to disclose Designated Material to any person identified in paragraphs 8(e) or (h), or any person identified in paragraphs 8(c) or 12(b) other than the parties' outside economists, shall then serve all other parties in this Proceeding with a copy of the executed Certification and shall refrain from disclosing Designated Material for one business day, during which time the other parties may raise objections. If such an objection is raised, counsel for the party seeking to disclose Designated Material shall not do so until the matter is resolved by the Court. Failure to raise an objection within 24 hours does not waive the right of a party to lodge an objection at a later date

and seek relief from the Court. Executed Certifications signed by outside economists shall be maintained by the party retaining them, but need not be served on the other parties. Persons who come into contact with Designated Material for clerical, administrative, paralegal, stenographic or court reporting purposes are not required to execute acknowledgements.

16. All deponents, their counsel and all witnesses to depositions, shall be advised of this Protective Order and its terms on the record at the beginning of all depositions in the Proceeding (such advising not to count against the time limits for such depositions). A deponent shall not be permitted to retain copies of Designated Material unless the deponent is otherwise entitled to receive and retain such copies under the terms of this Protective Order. A deponent's counsel shall not be permitted to retain any copies of Designated Material unless such counsel represents one of the parties in this Proceeding or is otherwise entitled to receive and retain such copies under the terms of this Protective Order. Nothing in this paragraph shall prevent a deponent or deponent's counsel from having reasonable access to the deponent's deposition, including exhibits thereto, for purposes of executing the deposition, preparing to testify further in this Proceeding, or for other purposes agreed to by all the parties.

17. Any party (the "Objecting Party") may challenge the propriety of the designation (or re-designation) of specific material as "Confidential" or "Outside Attorneys' Eyes Only" by serving a written objection that identifies the particular material being challenged (by Bates number or other reasonable description or identification), and provides the basis for the challenge. The Supplying Party or its counsel shall thereafter respond to the objection in writing within five (5) business days of its receipt of such written objection by either (i) agreeing to remove the designation, or (ii) stating the reasons why the designation was made. If the Objecting Party and the Supplying Party are subsequently unable to agree upon the terms and

conditions of disclosure for the material(s) at issue, the Objecting Party may file a motion with the Court in order to resolve the disputed designation. Pending the resolution of the disputed designation, the material(s) at issue shall continue to be treated in accordance with the Supplying Party's designation of the material unless and until differing treatment is directed pursuant to order of the Court.

18. Nothing in this Protective Order shall restrict any party's outside counsel from rendering advice to its clients with respect to this Proceeding and, in the course thereof, relying upon Confidential Information or Outside Attorneys' Eyes Only Information; provided, however, that in rendering such advice, outside counsel shall not disclose any other party's Confidential Information or Outside Attorneys' Eyes Only Information other than in a manner provided for in this Protective Order.

19. Inadvertent production of any document or information without an appropriate designation of confidentiality will not be deemed to waive a later claim as to its confidential nature or stop the Supplying Party from designating said document or information at a later date by complying with the provisions above. Disclosure of said document or information by any party prior to such subsequent designation shall not be deemed a violation of this Protective Order; provided, however, that any party that disclosed the redesignated material shall make a good-faith effort promptly to procure all copies of such redesignated material from any persons known to have possession of any such redesignated material who are no longer entitled to receipt under paragraphs 8 and 12 above.

20. If a Supplying Party inadvertently discloses information that is subject to the attorney-client privilege or the work-product doctrine, such disclosure shall not constitute a waiver of, or an estoppel as to any claim of, such privilege or protection if— upon discovery of

such disclosure—the Supplying Party promptly informs the Receiving Party that the information is subject to a claim of privilege, immunity, or protection. If the Supplying Party notifies the Receiving Party that the information is subject to a claim of privilege, immunity or protection, then counsel for the Receiving Party shall comply with Fed. R. Civ. P. 26(b)(5)(B).

21. Except as agreed in writing by counsel for the Supplying Party, to the extent that any Designated Material is, in whole or in part, contained in, incorporated in, disclosed in or attached to any pleading, motion, memorandum, appendix or other judicial filing, counsel shall file the submission under seal, and the submission shall be designated and treated as a “Sealed Document,” in accordance with the Court’s order of June 9, 2011. (Doc. 69.) All Sealed Documents, filed under seal pursuant to this Protective Order, shall be electronically filed under seal and shall remain sealed until sixty days after the final disposition of this case in accordance with local rule 79.4. (*See* Doc. 69.) Such Sealed Documents shall be released by the Clerk of the Court only upon further order of the Court, with appropriate notice to all and an opportunity to be heard by all parties to the Proceeding.

22. If Designated Material is used during depositions, it shall not lose its confidential status through such use, and counsel shall exercise their best efforts and take all steps reasonably required to protect its confidentiality during such use.

23. Nothing in this Protective Order shall be deemed a waiver of any objection or privilege a party may claim to the production of any documents, nor shall anything in this Protective Order prevent the parties from seeking an order from the Court, upon proper notice to all parties, further restricting the disclosure of documents or information designated pursuant to this order.

24. Upon the conclusion of the Proceeding, including any appeal related thereto, at the written request and option of the Supplying Party, within thirty (30) calendar days of such request any person or entity having custody or control of Designated Material or of recordings, notes, memoranda, summaries or other written materials, and all copies thereof, relating to or containing Designated Material shall certify that all such Designated Material and any copies thereof, any and all records, notes, memoranda, summaries or other written material regarding the Designated Material have been destroyed or returned to the Supplying Party. Any request for return or destruction shall be made within ninety (90) days of the conclusion of this Proceeding, including all appeals. If a Supplying Party does not request the return of its Designated Material within the specified time period, parties in possession of said material shall destroy the material, and a Clerk of Court in possession of said material may destroy the material consistent with the terms of this Protective Order.

25. To the extent Designated Material is in the possession of outside counsel to a Party at the conclusion of the Proceeding, outside counsel shall make reasonable efforts to destroy all Designated Material, including: (a) destroying all hard copies of documents designated as “Confidential” or “Outside Attorneys’ Eyes Only,”; (b) eliminating any electronic databases that have been created to assist in the prosecution or defense of the Proceeding that hold electronic copies of documents designated as “Confidential” or “Outside Attorneys’ Eyes Only”; and (c) informing all personnel who have worked on the Proceeding that documents designated as “Confidential” or “Outside Attorneys’ Eyes Only” must be automatically destroyed pursuant to outside counsel’s typical document retention policy.

26. If Designated Material is disclosed to any person other than in the manner authorized by this Protective Order, the party responsible for the disclosure shall within two (2)

business days after learning of such disclosure, inform the Supplying Party of all pertinent facts relating to such disclosure and shall make every effort to prevent disclosure by each unauthorized person who received such information.

27. If a Receiving Party is served with a discovery request, subpoena or an order issued in other litigation or proceedings that would compel disclosure of any information or items designated in this action as “Confidential” or “Outside Attorneys’ Eyes Only,” the Receiving Party must:

a. Notify in writing, as soon as reasonably practicable, the Supplying Party. Such notification shall include a copy of the subpoena or court order;

b. Notify in writing, as soon as reasonably practicable, the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

If the Supplying Party timely seeks a protective order, the Receiving Party served with the subpoena or court order shall not produce any information designated in this action as “Confidential” or “Outside Attorneys’ Eyes Only” before a determination by the court from which the subpoena or order issued, unless the Receiving party has obtained the Supplying Party’s permission. The Supplying Party shall bear the burden and expense of seeking protection in that court of its Designated Material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

28. Subject to the applicable rules of evidence, Designated Material may be offered in evidence at trial or any court hearing, provided that the party offering Designated Material (“the Offering Party”) provides reasonable notice to the Supplying Party. Any party or third party may move the Court for an order that evidence, including documents and testimony, be received in camera or under other conditions to prevent unnecessary disclosure of Confidential or Outside Attorneys’ Eyes Only Information. Prior to trial or to a hearing in open court, the Court may determine what protection, if any, will be afforded to such information at the trial or hearing. In the event the Offering Party cannot practicably provide notice to the Supplying Party, the

Offering Party shall, prior to offering in evidence any Designated Material, move the Court for an order that evidence, including documents and testimony, be received in camera or under other conditions to prevent unnecessary disclosure of Confidential or Outside Attorneys' Eyes Only Information.

29. The terms of this Protective Order shall be binding upon all current and future parties to this Proceeding and their counsel. If any new party and its counsel should enter this litigation, within five (5) days of the entry of appearance by a new party and its counsel to this Proceeding, Plaintiff shall serve the new party and its counsel with a copy of this Protective Order, and the new party shall be required to sign it or lodge any objections to this Protective Order within three (3) business days after receiving service of the Protective Order.

30. Nothing contained in this Protective Order shall preclude any party from using its own Confidential Information or Outside Attorneys' Eyes Only Information in any manner it sees fit, without prior consent of any party or the Court. If a Supplying Party knowingly discloses its own Confidential Information or Outside Attorneys' Eyes Only Information in a public or non-redacted pleading filed in the Court's public record or in a publication disseminated to the general public, the Supplying Party shall be deemed thereby to have consented to the removal of that designation with respect to the information disclosed.

31. By written agreement of the parties or upon motion and order of the Court the terms of this Protective Order may be amended, modified or vacated.

Unless this order includes a clause that explicitly states that a particular local civil rule is modified as applied to this case, nothing in this order shall be construed to modify the provisions, operation, or effect of any local civil rule of this court.

~~SIGNED March 20, 2012.~~

SIGNED_____.

TERRY R. MEANS
UNITED STATES DISTRICT JUDGE

Dated: March 14, 2012

~~AGREED BY AND ENTRY REQUESTED:~~

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Exhibit A

AMERICAN AIRLINES, INC.

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VS.

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CIVIL ACTION NO. 4:11 -CV-244-Y

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TRAVELPORT LIMITED, et al.

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I hereby certify (i) my understanding that Designated Material and/or Confidential Information and/or Outside Attorneys' Eyes Only Information are being provided to me pursuant to the terms and restrictions of the Protective Order (the "Order") entered by the United States District Court for the Northern District of Texas (the "District Court") in the above-captioned Action, and (ii) that I have read and understood the terms the Order.

I hereby agree to be fully bound by the Order and further agree to submit to the jurisdiction of the District Court for purposes of enforcement of the Order. I certify that I will not use any information disclosed to me under the terms of this Order other than for the purposes described in the Order. I understand that violation of the Order may be punishable by contempt of Court.

Dated: _____

Signature: _____

Printed Name and Title:

Business Address:

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.320 Document Comparison done on 6/29/2012 3:45:11 PM	
Style Name: Default Style	
Original DMS: iw://USDMS/US_ACTIVE/44030763/1	
Modified DMS: iw://USDMS/US_ACTIVE/44030763/4	
Changes:	
<u>Add</u>	6
Delete	7
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	1
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	14