

# EXHIBIT A

**TO:** Jean Glisson  
Hewlett-Packard Company  
1550 Liberty Ridge Drive  
Wayne, PA 19087

**RE: Process Served in New York**

**FOR:** Hewlett-Packard Company (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** American Airlines, Inc., Pltf. vs. Travelport Limited, et al., Dfts. // To:  
Hewlett-Packard Company

**DOCUMENT(S) SERVED:** Subpoena, Proof Of Service, Attachment, Notice, Certificate, Schedule, Second  
Amended Stipulation Protective Order, Exhibit

**COURT/AGENCY:** Northern District of Texas - U.S. District Court, TX  
Case # 411CV00244Y

**NATURE OF ACTION:** Subpoena - Business records - Pertaining to Travelport Limited and Travelport L.P.

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, New York, NY

**DATE AND HOUR OF SERVICE:** By Process Server on 08/10/2012 at 22:16

**JURISDICTION SERVED :** New York

**APPEARANCE OR ANSWER DUE:** August 31, 2012 at 9:00 a.m.

**ATTORNEY(S) / SENDER(S):** Steig D. Olson  
Quinn Emanuel Urquhart & Sullivan, LLP  
51 Madison Avenue, 22nd Floor  
New York, NY 10010  
212-849-7000

**ACTION ITEMS:** CT has retained the current log, Retain Date: 08/10/2012, Expected Purge Date:  
08/20/2012  
Image SOP  
Email Notification, Jean Glisson jean.glisson@hp.com  
Email Notification, Ellen Brigham ellen.brigham@eds.com  
Email Notification, Annelle Saunders annelle.saunders@hp.com

**SIGNED:** C T Corporation System  
**PER:** Christopher Tilton  
**ADDRESS:** 111 Eighth Avenue  
13th Floor  
New York, NY 10011  
**TELEPHONE:** 212-590-9070

UNITED STATES DISTRICT COURT
for the
Southern District of New York

American Airlines, Inc.

Plaintiff

v.

Travelport Limited, et al.

Defendant

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

(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: Hewlett-Packard Company, 3000 Hanover Street, Palo Alto, California 94304
c/o CT Corporation Systems, 111 8th Avenue, 13th Floor, New York, New York 10011

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 Urquart & Sullivan, LLP
51 Madison Avenue, 22nd Floor, ATTN Sean Baldwin
New York, New York 10010
Date and Time: 08/31/2012 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: 08/09/2012

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Sean Baldwin

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 Urquart & Sullivan, LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010,
(212) 849-7510, 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).

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS

AMERICAN AIRLINES, INC.,

Plaintiff,

-against-

TRAVELPORT LIMITED, et al.,

Defendants.

Case No. 4:11-cv-00244 – Y

TO: ALL COUNSEL OF RECORD

**NOTICE OF THIRD-PARTY SUBPOENA**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 45, Defendants Travelport Limited and Travelport LP (collectively, "Travelport"), by and through their undersigned counsel, are serving a third-party subpoena upon Hewlett-Packard Company, in the form appended hereto, for the production of documents described in Schedule A to the subpoena.

The requested documents are to be produced by August 31, 2012 at 9:00 a.m., at the offices of Quinn Emanuel Urquhart & Sullivan LLP, 51 Madison Avenue, 22nd Floor, New York, NY 10010.

DATED: New York, New York  
August 9, 2012

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

By: /s/ Steig D. Olson

Steig D. Olson

51 Madison Avenue, 22<sup>nd</sup> Floor

New York, New York 10010

Telephone: (212) 849-7000

Fax: (212) 849-7100

steigolson@quinnemanuel.com

**CERTIFICATE OF SERVICE**

I hereby certify that on August 9, 2012 I caused a true and correct copy of Defendants Travelport Limited and Travelport, LP's Notice of Third-Party Subpoena to be served via email, upon each of the following:

R. Paul Yetter  
Yetter Coleman LLP  
909 Fannin St., Suite 3600  
Houston, Texas 77010  
pyetter@yettercoleman.com

*Attorney of Record for Plaintiff  
American Airlines, Inc.*

Scott A. Fredricks,  
Cantey Hanger LLP  
600 West 6<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76102  
sfredricks@canteyhanger.com

*Attorney of Record for Defendants Sabre,  
Inc., Sabre Holdings Corp., and Sabre  
Travel International, Ltd.*

John J. Little  
Little Pedersen Fankhauser LLP  
901 Main Street, Suite 4110 Dallas,  
Texas 75202  
jlittle@lpf-law.com

*Attorney of Record for Defendant  
Orbitz Worldwide LLC*

/s/ Elizabeth L. Walker

Elizabeth L. Walker  
**QUINN EMANUEL URQUHART &  
SULLIVAN, LLP**  
51 Madison Avenue, 22nd Floor  
New York, NY 10010  
212.849.7000  
212.849.7100 (Fax)



**SCHEDULE A**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, defendants Travelport Limited and Travelport L.P. (collectively "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 Direct Connect" means the product marketed by American as a direct connection between a travel agency and American's internal reservations systems, through use of XML links to an American applications programming interface.
3. The term "communication" means the transmittal of information in the form of facts, ideas, inquiries or otherwise.
4. 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.

5. 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.

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

7. The term “Jetstream” means the project that you undertook to develop American Airlines’ next-generation passenger service system, the contract for which was terminated pursuant to a Termination Agreement entered between you and American on June 4, 2012.

8. 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.

9. 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.

10. 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.

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 yourself of that Order and become a Supplying Party, as defined in the Order. A copy of the currently operative version of that order (the Court's Second Amended Stipulated Protective Order entered on July 16, 2012) is attached to this subpoena.

#### REQUESTS TO PRODUCE DOCUMENTS

1. All actual or proposed contracts or agreements between your company and AA, communications between your company and AA regarding such contracts or agreements and/or the negotiation of such contracts or agreements, and internal communications within your company regarding such contracts or agreements or the negotiations surrounding them.

2. All communications between your company and AA relating to your company purchasing, acquiring, establishing, developing, or otherwise operating a GDS, including, but not limited to, communications regarding any restrictions sought by AA in connection with the negotiation of any contracts or agreements that would prevent your company from entering the GDS business.

3. All documents relating to the schedule for developing and implementing various aspects of the Jetstream project, including, but not limited to, reports on the progress or lack of progress in the development or implementation of components of the Jetstream project.

4. All documents reflecting analysis relating to the efficacy or lack of efficacy of the Jetstream project.

5. All documents relating to any aspect of the Jetstream project that discusses or mentions AA Direct Connect.

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.	§	

**SECOND AMENDED STIPULATED PROTECTIVE ORDER**

The Court enters this Second 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-244-Y)"**

or

**"OUTSIDE ATTORNEYS' EYES ONLY (No. 4:11-cv-244-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) 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.

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.

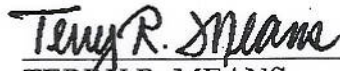
30. Nothing contained in this Protective Order shall preclude any party from using its own Confidential Information or Outside Attorneys' Eyes Only Information in any manner it sees fit, without prior consent of any party or the Court. Information that a Receiving Party, or an expert witness retained by a Receiving Party, acquired or acquires through means other than through disclosure of Confidential Information or Outside Attorneys' Eyes Only Information by a Supplying Party does not become Confidential Information or Outside Attorneys' Eyes Only Information for the purposes of this Protective Order on the basis that a Supplying Party produces Designated Materials containing the same information. A Receiving Party, or an expert witness retained by a Receiving Party, possessing or acquiring information other than through disclosure by a Supplying Party may use or disclose that information without prior consent of any party or the Court, but may not, under any circumstance, use or disclose Confidential Information, Outside Attorneys' Eyes Only Information, or Designated Materials

produced by a Supplying Party except as provided by the terms of this Protective Order. 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 July 16, 2012.

  
\_\_\_\_\_  
TERRY R. MEANS  
UNITED STATES DISTRICT JUDGE

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d/b/a Sabre Travel Network*



**Exhibit A**

AMERICAN AIRLINES, INC.

§

VS.

§

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_