

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the UNITED STATES DISTRICT COURT

Northern

DISTRICT OF

Texas -- Fort Worth Division

American Airlines, Inc.
V.
Travelport Limited, et al.

SUBPOENA IN A CIVIL CASE

Case Number: 1 4:11-CV-244-Y

TO: Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX
75235

[] YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY COURTROOM
DATE AND TIME

[x] YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Well, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201
DATE AND TIME 1/15/2013 9:00 am

[] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE DATE AND TIME

[] YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) DATE 12/21/2012

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
George Fibbe, Yetter Coleman LLP, 909 Fannin St., Suite 3600, Houston, Texas, 77010, (713) 632-8064

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

1 If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	SIGNATURE OF SERVER
DATE	ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena 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 to quash, the person from whom discovery is sought must show that the information sought 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) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation material, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that 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 and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

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

AMERICAN AIRLINES, INC.

vs.

TRAVELPORT LIMITED, ET AL.

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CIVIL ACTION NO. 4:11-cv-0244-Y

**PLAINTIFF'S NOTICE OF INTENT TO TAKE THE
VIDEOTAPED DEPOSITION OF SOUTHWEST AIRLINES CO.**

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff American Airlines, Inc. ("American"), by and through its undersigned counsel, will take the oral deposition of Southwest Airlines Co. ("Southwest") on January 15, 2013, beginning at 9:00 a.m., or at such date and time as is reasonably agreed upon by the parties, and shall continue from day to day until completed or otherwise adjourned, at the office of Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201. The deposition will be taken before a notary public or other officer authorized by law to administer oaths. The deposition will be recorded by stenographic means, as well as recorded by audiotape and/or videotape.

Southwest is directed to designate an officer, employee, managing agent, or other person or persons with personal knowledge and competent to testify on its behalf about the matter identified in Exhibit A attached hereto (the "Topics for Deposition"). Southwest is requested to notify American and all other parties of the names of the designated individuals, their position, and relationship with Southwest, and the Topics for Deposition on which each individual will testify, no later than five (5) days before the deposition.

Dated: December 21, 2012

Respectfully submitted,

OF COUNSEL:

Richard A. Rothman
Robert Berezin
Eric Hochstadt
WEIL, GOTHSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8426
(212) 310-8285 (Fax)

MJ Moltenbrey
PAUL HASTINGS LLP
875 15th Street, N.W.
Washington, D.C. 20005
(202) 551-1700
(202) 551-1705 (Fax)



R. Paul Yetter
State Bar No. 22154200
George Fibbe
State Bar No. 24036559
Anna Rotman
State Bar No. 24046761
YETTER COLEMAN LLP
909 Fannin, Suite 3600
Houston, Texas 77010
(713) 632-8000
(713) 632-8002 (Fax)

Bill F. Bogle
State Bar No. 02561000
Roland K. Johnson
State Bar No. 00000084
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 3600
Fort Worth, Texas 76102
(817) 870-8700
(817) 332-6121 (Fax)

Yolanda Cornejo Garcia
State Bar No. 24012457
yolanda.garcia@weil.com
Michelle Hartmann
State Bar No. 24032401
michelle.hartmann@weil.com
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201-6950
(214) 746-7700
(214) 746-7777 (Fax)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2012, I caused a true copy of the foregoing to be served via U.S. mail on each of the following:

Southwest Airlines Co., by and through its attorney of record, Alden L. Atkins, Vinson & Elkins LLP, 2200 Pennsylvania Avenue NW, Suite 500 West, Washington, DC 20037-1701;

Defendants Travelport Limited and Travelport, LP, by and through their attorney of record, Walker C. Friedman, Friedman, Suder & Cooke, P.C., Tindall Square Warehouse No. 1, 604 East 4th Street, Suite 200, Fort Worth, Texas 76102;

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

All other counsel of record will be served via email.



Anna Rotman

EXHIBIT A

I. DEFINITIONS

1. The terms "You" or "Your" mean Southwest Airlines Co., as well as its subsidiaries, parent companies, predecessor entities, or related entities, and any agent, employee, attorney or other person acting on their behalf.

2. The term "AA" means American Airlines, Inc.

3. The term "Airline Content" means an airline's fares, schedules, inventory availability, and/or merchandizing information (including ancillary products and services and bundled and/or branded fares), and/or an airline's product and service offerings, and/or information or data exchanged to shop, book, ticket or otherwise purchase airline product and service offerings.

4. The term "Content Source" means technology and the provider(s) of that technology utilized by, at least, airlines to facilitate the distribution of Airline Content (and/or used by other travel industry participants to facilitate the distribution of their products). Content Sources include GDS Content Sources and Non-GDS Content Sources such as AA Direct Connect.

5. The term "Direct Connect" means a Content Source, other than a GDS, that utilizes, along with other technology, a direct connection to an air carrier (including its reservation system) to distribute that carrier's Airline Content to travel agents.

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

7. The term "Universal Desktop" means a Travelport-branded technology platform that, among other functions, displays to travel agents Airline Content from multiple Content Sources using a graphical user interface instead of a command line interface.

8. The term "Travelport uAPP" means Travelport's application programming interface to permit airlines to bring Airline Content to travel agencies that book through the Travelport uAPI.

9. The term "Corporate Customer" means a client or customer of a Travel Management Company where that client or customer, or the employees of that client or customer, primarily or exclusively use the services of the Travel Management Company to assist with, plan, book, coordinate or arrange work-related travel.

10. The term "Travel Management Company" means an entity or business approved by the Airline Reporting Corporation ("ARC") and/or the International Association of Travel Agencies ("IATA") to act as an agent of at least one airline and that is in the business of providing travel-related services to Corporate Customers (including their employees engaged in business travel) and/or leisure travelers.

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

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

13. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the request or definition inclusive rather than exclusive.

14. The terms "all," "any" and "each" shall be construed as all, each, any and every.

15. The term "including" means including, but not limited to.

16. The singular shall be deemed to include the plural and vice versa. The feminine shall be deemed to include the masculine and vice versa. The past tense shall be construed to include the present tense and vice versa.

II. RELEVANT TIME PERIOD

Unless otherwise specified, the designated corporate representative of Travelport should possess knowledge for the time period of January 1, 2001 to the present.

III. TOPICS FOR EXAMINATION

1. The technological capability of Southwest and the GDSs to implement a Direct Connect distribution model.

2. Southwest's distribution of products and services to business travelers served by travel agents or Travel Management Companies, including through Direct Connect technology or channels.

3. Communications with GDSs regarding any Direct Connect initiative, including Direct Connect capabilities with respect to marketing unbundled products.

4. Southwest's internal analyses of whether it should use, or limit its use of, a GDS and the costs of direct distribution versus distribution through a GDS.

5. The amounts paid by any GDS to Southwest or paid by Southwest to any GDS since 2006.

6. Southwest's share or percentage of revenue, including relative to other airlines, from business travelers.

7. Southwest's gathering and production of documents in connection with the dispute between American and any GDS.

8. The terms of all agreements between Travelport and Southwest, and between Sabre and Southwest, and the parties' performance thereunder.

9. The commercial aspects of Southwest's Direct Connect arrangements.

10. The technological aspects of Southwest's connection to and inclusion in Travelport's Universal Desktop and participation in Travelport's uAPI.

REDACTED VERSION

FILED
TARRANT COUNTY
MAY 11 11
THOMAS A. SMITH
DISTRICT CLERK

No. 067-249214-10

AMERICAN AIRLINES, INC.

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IN THE JUDICIAL DISTRICT OF

v.

TARRANT COUNTY, TEXAS

SABRE INC., et al.

67TH JUDICIAL DISTRICT

PLAINTIFF'S SIXTH AMENDED PETITION

Plaintiff American Airlines, Inc. ("American") files its Sixth Amended Petition against defendants and respectfully alleges as follows:

Discovery Level

1. In light of the importance and complexity of the matters in issue, discovery should be done under a Level 3 plan approved by the Court, pursuant to Rule 190.4.

Nature of the Action

2. This is a lawsuit to stop Sabre's monopolistic attacks and schemes that have seriously injured American's business and harmed members of the traveling public in our State and across the nation, as well as to recover for the significant damages that Sabre has inflicted upon American. Through the use of anticompetitive contract terms, discriminatory refusals to deal, punitive bias actions, and secret collusive boycott agreements, Sabre is trying to unlawfully maintain its monopoly control over the provision of airline booking services. Sabre has not only engaged in this unlawful behavior itself, but has served as the ring leader in a classic hub-and-spoke conspiracy, [REDACTED] to attack American and those working with American.

3. Sabre's motive for its orchestrated attacks is clear. Through these actions, Sabre intends to coerce American into abandoning its effort to modernize and streamline the

costly legacy system for distributing American's travel data. Sabre extracts exorbitant monopoly profits from that system, which it plans to preserve as long as it can. In its own words, Sabre's unprecedented campaign to retaliate against and punish American is designed to [REDACTED] [REDACTED] so that American will abandon its effort to distribute its tickets using a more efficient and superior alternative distribution channel, to the detriment of American and the flying public.

4. Preserving its monopoly is so important to Sabre that it is openly taking actions that *hurt* its own legitimate short-term economic interest. Specifically, one of Sabre's largest customers, American, pays Sabre millions of dollars in booking fees each year. But for Sabre's desire to protect its monopoly, it is in Sabre's interest to maximize bookings of tickets on American flights—and the revenues it gets from such bookings—and to do everything possible to serve its major customer well. Instead, Sabre has used its market power to inflict severe financial harm on American by hindering the sale of tickets on American's flights. By harming one of its best sources of revenue, *Sabre has harmed itself*, in the form of lost booking fees for the tickets American did not sell. Sabre's sole purpose in sacrificing these fees was to preserve its monopoly position by deterring American and others from continuing to pursue cheaper, more flexible, and more efficient means of distribution.

5. Sabre has been planning these attacks for at least five years. Concerned about the competitive threat posed by alternative distribution methods, Sabre entered into an amendment to its Participating Carrier Agreement in 2006 that governs American's participation in Sabre's GDS. During the negotiations leading up to that amendment, Sabre demanded terms that impede American's ability to develop "direct connect" alternatives to the GDSs. Among

other things, those provisions require American to provide "full content" through Sabre, [REDACTED]

6. As the ink on that agreement was drying—and knowing that American was still going to try to implement new distribution technology to compete with Sabre's GDS—Sabre's most senior executives developed a secret plan [REDACTED]

[REDACTED] The scheme culminated in Sabre's remarkable public announcement on January 5, 2011 that it was retaliating against American—its oldest, and one of its largest, customers—by implementing system-wide "biasing" of its electronic display of American's fare and flight data in the Sabre GDS, in direct violation of its contract with American. This biasing caused chaos throughout the travel industry. In just days, Sabre's actions resulted in substantial and irreparable harm to the traveling public and to American's business, goodwill, and reputation, by eliminating countless sales that American would have earned and by misleading the public into believing that American's services either no longer existed or were not competitive with those of competing air carriers.

7. Blatant display bias was only one of the weapons in Sabre's arsenal. Not content to rely on its own monopoly power to punish American, Sabre also organized an unlawful group boycott against American. Sabre coordinated an agreement among [REDACTED]

[REDACTED]

[REDACTED] In orchestrating this concerted attack, Sabre again acted against its own economic interests. It intended to, and did, willfully deprive American (and thus itself) of substantial revenues by unlawfully deceiving the traveling public about the availability of American flights. In short, Sabre elected to sacrifice its own short-term revenues and maliciously injure one of its major customers (and the travelers American serves) *solely* to protect its monopoly by destroying the emerging competitive threat that AA Direct Connect poses in the long run.

8. But bias and boycott were only parts of Sabre's scheme. At the same time that it was both secretly and openly biasing against American, and that it was secretly organizing a group boycott, Sabre twice more than *doubled* the fees it charges to distribute American fare and flight data, again in breach of the parties' contract. These punitive price increases dramatically increased American's annual distribution costs and imposed much higher prices on American than Sabre charges to airlines that are not trying or able to implement new distribution methods. And, yet again, having just doubled American's booking fees, Sabre had no legitimate economic reason to reduce the number of American bookings made through its GDS. This is exactly what Sabre did, however, by biasing its displays and organizing a group boycott against American. This conduct makes no economic sense—unless Sabre knew that it would enable it to continue to earn monopoly profits over the long term.

9. Sabre's retaliation scheme was intended to and did cause enormous harm and disruption. Its GDS is and long has been the largest non-direct source of bookings for American. By skewing the electronic display of American flight data, and [REDACTED] [REDACTED] Sabre and those it was working with impeded or prevented

American from selling tickets to untold numbers of potential travelers in this County, across the State and nation, and elsewhere. This caused needless disruption, loss, inconvenience, and burden, to American, the public, and the travel industry, all to achieve Sabre's goal of preserving the current monopoly distribution system.

10. To stop this irreparable harm, American was forced to seek relief from this Court based on the terms of the parties' current distribution contract. On January 10, 2011, after a contested hearing, the Court entered a TRO enjoining Sabre from biasing, disfavoring, or disadvantaging American's fare and flight data within the Sabre GDS. Sabre then agreed to entry of an extended TRO, to last through a February 14, 2011 hearing. Subsequently, the parties submitted and the Court signed an Agreed Order abating the case on January 26, 2011, to allow for settlement discussions. The discussions were unsuccessful, and the abatement expired on June 1, 2011.

11. On June 10, 2011, Sabre unveiled the most dramatic weapon in its long-planned attack. At a hearing before the Court, Sabre announced its plan to escalate its punitive campaign against American by terminating the parties' base distribution contract on August 31, 2011, again in violation of the parties' contract. Sabre's threat was unmistakable—it was going to make American “go dark” in the Sabre GDS. If Sabre had carried out its threat, American flights no longer would be displayed in the Sabre GDS, which accounted for over \$7.7 billion of American's sales in 2010. Among its various attacks, this was Sabre's most destructive. In essence, Sabre was threatening to refuse to display the travel information of its oldest and one of its biggest customers—causing untold harm to American, to travelers, and to *Sabre itself*—simply to preserve Sabre's monopoly, by forcing American to abandon its efforts to adopt a new and better distribution system.

12. Sabre's threat was intended to cause widespread panic among the travel agents, corporate customers, and the traveling public who use Sabre to book American's flights. Numerous customers told American that they would be forced to stop booking flights on American as the August 31 termination date approached due to uncertainty about post-sale service and support. Sabre's threat to terminate display of American's fare and flight content—after an almost fifty-year relationship that produces considerable economic rewards for Sabre—was designed solely to thwart and punish American's efforts to find a more efficient, lower cost means of distributing its tickets, and to force American to agree to onerous new contract terms that would serve to consolidate Sabre's monopoly power over airline distribution.

13. Finally, faced with significant new antitrust claims by American based on recent discovery disclosures about Sabre's scheme, and with an impending temporary injunction hearing at which this Court would assess the lawfulness of Sabre's threat to make American "go dark" in the Sabre GDS, Sabre backed down. On August 30, 2011, the parties announced an extension of their current distribution contract through and beyond the final trial and verdict in this matter. The extension allows American to develop and pursue its claims through trial without the threat of termination by Sabre, as American seeks full compensation for the damages that Sabre's actions have caused, as well as injunctive relief to neutralize the anticompetitive weapons that Sabre has been using to preserve its monopoly hold over American.

Parties

14. American is a Delaware corporation with its worldwide headquarters in this County, at 4333 Amon Carter Boulevard, Fort Worth, Texas 76155.

15. Defendant Sabre Inc. is a Delaware corporation with its principal place of business at 3150 Sabre Drive, Southlake, Texas 76092. It has appeared by counsel and answered in the case.

16. Defendant Sabre Holdings Corporation ("Sabre Holdings") is a Delaware corporation with its principal place of business at 3150 Sabre Drive, Southlake, Texas 76092. It has appeared by counsel and answered in the case.

17. Defendant Sabre Travel International Limited ("Sabre Travel") is a foreign corporation with its principal place of business at 3150 Sabre Drive, Southlake, Texas 76092. It has appeared by counsel and answered in the case.

Jurisdiction and Venue

18. The Court has subject matter jurisdiction over this case. The amounts in controversy are within its jurisdictional limits.

19. The Court has personal jurisdiction over defendants. They are foreign corporations that maintain their principal places of business in this County and State; they have committed torts in the State and purposely availed themselves of the benefits of Texas law; they have done substantial business in this State systematically for years; and Sabre Travel has breached a contract entered into in and governed by the laws of this State.

20. Venue is proper in this County, pursuant to Tex. Civ. Prac. & Rem. Code § 15.002. A substantial part of the activities, events, and damages at issue occurred here.

Facts Giving Rise to this Action

A. Distribution of American's Fare and Flight Information

21. Three companies—Sabre, Travelport, and Amadeus—operate global distribution systems ("GDSs") which are the electronic "plumbing" of the travel industry that connect travel agencies with airline reservations systems. American created Sabre in the early

1960s and operated it for a number of years. American divested its ownership of Sabre beginning in 1996 and fully in 2000. Since then, the two companies have had an unbroken contractual relationship governing distribution of American's content through the Sabre GDS that continues to the present day.

22. Each GDS provides a service by which travel information, including fares and availability, for participating air carriers such as American is displayed via a computer to subscribing travel agents ("Subscribers"). Subscribers then use the GDS to book tickets for the public for travel on American or another participating carrier. Of the three GDSs, Sabre is by far the largest; more than 60% of all airline ticket sales made by U.S.-based travel agencies are made through Sabre.

23. Travel agent subscribers do not pay to use Sabre's services. Rather, Sabre charges its airline customers, such as American, a supracompetitive "booking fee" for each booking that a travel agent makes through its GDS. Sabre then "kicks back" a portion of the fee to the travel agent. Thus, when travel agents decide which GDS to subscribe to, they often have an incentive to choose the GDS that charges the highest, not the lowest, booking fees.

24. American and most other domestic airlines depend upon travel agencies to sell airline tickets to consumers. Although the airlines sell tickets directly to consumers through their websites, call centers, and ticket offices, the majority of airline passenger revenues are generated by tickets sold through travel agencies. Approximately 51% of American's revenue is generated by "brick and mortar" travel agencies, and another 10-15% is generated by online agencies, such as Orbitz, Travelocity, and Expedia, that use a GDS to make bookings.

25. Business travelers, who account for a disproportionately high share of the revenue of most airlines (including American), are particularly dependent on travel agents.

Many businesses contract with a travel agency to manage their employees' business travel, and require that employees use that travel agency when they purchase airline tickets for business travel, even if the traveler locates a less expensive fare elsewhere. Businesses prefer travel agencies because they offer a variety of services, such as ensuring compliance with corporate travel policies, negotiating and implementing corporate contracts for discounted airfares, and accounting and other data management services. Because of these additional services, these business customers would not substitute purchases of tickets directly from individual airlines in response to an increase in the price of services charged, or a decrease in the level of service provided, by travel agents or the GDSs used by travel agents.

26. At present, travel agents rely almost exclusively on GDSs as their source for flight information. Although some travel agencies subscribe to more than one GDS, most rely on a single GDS in any particular location or for any given corporate customer. Using multiple GDSs imposes additional costs on the travel agent because of the additional time, effort, and expense needed to enter a search in more than one GDS, because using multiple GDSs requires additional training costs, and because the travel agent's accounting, billing, and recordkeeping systems typically are designed to interoperate with a particular GDS.

27. Because business travelers purchase nearly all of their tickets through travel agents, and because most travel agents get their flight information through only one GDS, American and other airlines that wish to sell to business travelers must make their flights available through all three GDSs or else forgo a substantial number of higher-yielding ticket sales.

28. This system, whereby the GDSs charge airlines supracompetitive booking fees for tickets sold using their systems, and then share the resulting monopoly profits with the

travel agencies that subscribe to those systems, is commonly referred to in the industry as "the GDS model." Both the GDSs and most travel agencies have a vested interest in preserving the GDS model and protecting it from competitive threats posed by new entrants or new ways of distributing airline tickets

B. The Sabre PCA and American's Direct Connect System

29. On September 22, 1998, American and The Sabre Group, Inc. entered into the Sabre Participating Carrier Distribution and Services Agreement ("PCA"). On July 31, 2003, the PCA was amended and Sabre Travel replaced Sabre Inc. (formerly known as The Sabre Group, Inc.) in all respects as a party to the PCA. The PCA establishes the fare and flight information that American will make available to Sabre Travel for distribution through its GDS. In turn, the PCA requires Sabre Travel to display American's content in an unbiased manner, meaning that Sabre Travel cannot disfavor American fares relative to otherwise comparable fares of competitors, such as by ranking them lower on the Sabre computer screen. Finally, the PCA sets the booking fees that American pays Sabre Travel for bookings made through Sabre's GDS. Over the years, American has paid Sabre billions of dollars in booking fees, which are the primary source of GDS revenue.

30. In recent years, American has successfully incorporated newer, more robust, and less expensive technologies into the distribution of its products and services. These newer technologies are central to American's distribution strategies, which seek to introduce new and more efficient products that allow it to interact with its customers more often, more closely, and more beneficially, in ways that are not adequately supported by the current antiquated and costly system dominated by legacy GDSs like Sabre.

31. As evidenced by its anticompetitive behavior, Sabre is acutely aware that these new technologies—known as "direct connects"—present a competitive threat to its

lucrative GDS business. A direct connect system allows an airline to use the latest technologies to provide access to an airline's fares, inventory, and other products directly to travel agencies, at a fraction of the cost charged by Sabre and other GDSs. On the other end, technologies exist that allow agencies to incorporate information provided by the direct connect system seamlessly into other information sources they use, like GDSs. These products, which are offered by numerous vendors, allow a travel agent to efficiently aggregate fares/flight data from multiple sources, so that the agent can make an informed decision among services offered by multiple airlines. Direct connect systems have existed since the mid 2000s and are now proven technologies that have been used by some of the largest airlines to connect with some of the largest travel agencies.

32. American and its travel agencies have every right to use direct connect technology in lieu of or along with more expensive, less capable, and less efficient legacy GDS systems. For several reasons, however, the unlawful conduct of Sabre has prevented these alternative distribution methods from displacing or even exerting competitive pricing discipline on the GDSs.

33. In theory, American could encourage the GDSs to compete with respect to booking fees by withholding its participation in a particular GDS since, over time, a GDS that does not provide airline ticketing services for an airline like American would be less valuable to consumers and thus to travel agents. In reality, however, this would cause American to suffer immediate and enormous harm in Texas from the loss of ticket sales by travel agent subscribers to the GDS. The GDS, on the other hand, would suffer only future, and uncertain, costs due to its inability to book American's tickets because it is protected from immediate harm by high switching costs and long-term contracts with travel agents. As Sabre knows, the loss of a significant number of ticket sales is a sacrifice that neither American, nor any other network

airline, can afford to make and remain a viable airline competitor. Accordingly, Sabre has concluded that American could not withstand the devastating losses it would suffer as a result of Sabre's punitive campaign, and that the benefits Sabre would realize from quashing the Direct Connect competitive threat were worth the short term loss of revenues that Sabre would suffer in the process.

34. Sabre's contracts with travel agents also inhibit American's ability to shift bookings away from Sabre. These contracts tend to have long terms and are effectively exclusive because they are structured to reward travel agents with hefty "incentive payments" for booking all, or substantially all, of their segments through Sabre to the exclusion of any other distribution method. A travel agent that fails to book a sufficient number of segments through Sabre is penalized with "shortfall fees" that effectively strip away the incentive payments for all or nearly all of that agency's bookings. Thus, in some cases, for American to encourage a travel agent to book through non-Sabre methods, it would have to reimburse the agent not only for the incentive payments the agent lost for American's bookings, but also for lost payments for *every other* ticket sale as well, even though those other sales still went through the GDS and even though American received no revenue from them. In other instances, the travel agency would have to disgorge to Sabre significant lump sum payments or otherwise suffer disproportionately large financial penalties for falling below contractually set thresholds. These types of incentive payment provisions effectively make it impossible for American to incentivize agents to switch to direct connect distribution even though it is more efficient.

35. Finally, Sabre has engaged in a sustained campaign of retaliatory conduct designed to thwart Americans' and other airlines' attempts to shift bookings to lower-cost alternatives. Sabre's weapon of choice for punishing its customers, when it believes they are

insufficiently loyal to Sabre's lucrative GDS model, is bias. Sabre knows that by biasing its GDS displays to disfavor—or exclude entirely—an airline's flights (or seats on those flights), it can inflict substantial and unavoidable financial damage on its customers, who will lose significant revenues from lost ticket sales. Sabre knows that those lost revenues go [REDACTED]

[REDACTED] The losses that airlines suffer from bias, even over relatively short periods of time, substantially outweigh the benefits the airlines can hope to obtain by pursuing more efficient distribution alternatives. Accordingly, bias is a very effective tool to force airlines to accede to Sabre's demands.

36. A key element of Sabre's plan was to use bias to inflict enough pain to force American to abandon its efforts to move to more efficient means of distribution. Sabre's concerted effort to punish American included biasing the display of American's information in its GDS and by facilitating [REDACTED] Sabre has also organized, monitored, and policed a group boycott in which [REDACTED] agreed to—and did—“book away” from American.

37. Sabre's conduct is not for any legitimate purpose and it is contrary to Sabre's valid, short-term, business interest to distribute the tickets of one of its largest customers to travel agencies. Instead of trying to generate more booking fees from American, Sabre has done everything in its power, including enlisting the support and agreement of [REDACTED] to punish American so that it abandons its “direct connect” initiative and other airlines do not attempt to follow American's path. The purpose and effect of Sabre's conduct is to maintain its monopoly position in the antiquated legacy ticket distribution system.

C. The Amended Sabre Distribution Contract

38. On September 1, 2006, American and Sabre Travel signed an amendment to the PCA called the Distribution Content and Modified Payments Amendment (“Amended

PCA"). The Amended PCA states that American is to provide Sabre Travel timely, accurate, and complete access to American's "Full Content." [REDACTED]

[REDACTED] American has complied with all obligations to provide Full Content under the Amended PCA, even though Sabre's insistence on the clause is anticompetitive and contrary to Texas law. The clause makes it impossible for American to encourage Sabre Subscribers to move to lower-cost distribution channels by making more-desirable content available through those channels.

39. In return for Full Content, Sabre has a duty to properly display American's fare and flight data. Sabre may not knowingly disadvantage or disfavor American's content within the Sabre GDS relative to any other carrier that participates in the Sabre GDS.

40. Travel agencies expect fair and unbiased display of American's travel information through the Sabre GDS. So do federal regulators, including the U.S. Department of Transportation ("DOT"). In 2004, when the GDSs were no longer owned by airlines and the DOT decided to deregulate GDSs, it cautioned that "there is some potential for conduct by the systems that could prejudice airline competition (most notably the sale of display bias)."

41. Sabre has long been aware of and sought to impede competition from American's direct connect system. In fact, the technology was an issue in the parties' last contract negotiations almost five years ago, and direct connect is mentioned by name in the Amended PCA. [REDACTED]

[REDACTED] American has complied with its obligations under the Amended PCA.

42. As early as November 2006, only a few months after the Amended PCA between Sabre and American was signed *and five years prior to the contract expiration date*, Sabre began to formulate a multi-faceted plan [REDACTED]

[REDACTED]

[REDACTED]

D. Termination of Farelogix

43. For an alternative provider of airline booking services such as AA Direct Connect to be a practical substitute for use of a GDS from the perspective of a travel agent, the travel agent needs to be able to transfer information about tickets sold through that service to the software programs—called front, mid, and back office applications—that the agency uses for functions such as billing and quality assurance. In addition, many agencies will find an alternative booking channel to be viable only if they can aggregate and compare content from multiple suppliers, whether received through multiple direct connections or through a direct connection and a GDS. A number of technologies and technology providers exist that are capable of performing these interoperability and aggregation functions. One such technology provider, Farelogix, has worked with American and other airlines for several years to develop an efficient, flexible technology platform for airline direct connects.

44. Farelogix was a member of Sabre's "authorized user" program beginning in June 2005, and signed the original Sabre Developer Agreement in August 2007. In January 2009, however, as it became increasingly clear to Sabre that direct connect technology presented

a serious potential competitive threat to the GDS model, Sabre abruptly terminated Farelogix's developer agreement. The only reason Sabre had for terminating Farelogix was that it was working to help airlines—and especially American—establish direct connections with travel agents. Without a valid developer agreement, Farelogix does not have access to the APIs that are needed to allow its software to interoperate with Sabre subscribers' front-, mid-, and back-office systems. Sabre has also terminated other developers who assisted in the development of distribution platforms that threatened Sabre's monopoly position.

E. American's Your Choice Program

45. On June 15, 2010, in its ongoing effort to better serve the traveling public and its customers, American announced its "Your Choice" program. Designed to make the travel experience more personalized, cost-effective, and flexible, Your Choice offers extra services that passengers can buy for a modest fee at the time of booking. The initial offering of the Your Choice program was the "Boarding and Flexibility Package," which offers customers without elite frequent flyer status the option to receive priority boarding, free standby rights, and a \$75 discount off of the normal \$150 change fee fare rule. American files a "fare basis code" specially designated for the Boarding and Flexibility Package, which code it makes available to Sabre for distribution to its Subscribers via its GDS.

46. Customers who book the Boarding and Flexibility Package fare basis code directly with American—through AA.com or the direct connect system—receive additional services that are not available to customers who book that fare basis code indirectly, through a GDS. Thus, customers who book through Sabre can receive a reduced change fee. Those who customize their travel experience by buying directly, through AA.com or the direct connect system, also can receive priority boarding and free standby rights. Your Choice services also include in-flight Internet access, confirmed flight change, and Admirals Club® access, but at this

time only the Boarding and Flexibility Package is available to agencies using direct connect technology.

47. In July 2010, Sabre questioned the Your Choice program in an email to American. It claimed that American was obligated to provide to Sabre access to all Your Choice services for distribution to its travel agent subscribers through the Sabre GDS. On August 4, 2010, American answered Sabre's questions with a written response that explained how Your Choice complies with American's duties under the amended PCA. Sabre took no visible action at that time.

48. Secretly, however, Sabre began planning a retaliatory attack on American intended [REDACTED] Sabre's strategy included [REDACTED]

[REDACTED]

F. Sabre Colludes with [REDACTED] To Exclude Direct Connect

49. Throughout 2010, Sabre, [REDACTED] were in regular communication with each other about the threat that American's activities posed to the GDS model, [REDACTED]

[REDACTED]

[REDACTED] For example, in September 2010, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

50. One of the reasons airlines are interested in direct connect technologies is that they facilitate the airlines' ability to sell their passengers customized ancillary services—such as advanced boarding, airport lounge access, or preferred seating—that the GDSs cannot offer.

51. Representatives of Sabre, [REDACTED] communicated regularly to coordinate their strategies for addressing the airlines' desire to sell ancillary services without enabling direct connect to gain a toehold in the market. For example, at the same time Sabre was retaliating against American for its direct connect efforts, it was also negotiating a new contract with U.S. Airways. Sabre, [REDACTED]

[REDACTED]

[REDACTED]

52. [REDACTED]

[REDACTED]

[REDACTED]

53. [REDACTED]

[REDACTED]

[REDACTED]

54. Sabre [REDACTED] also communicated with one another through their participation in initiatives sponsored by BTC: in particular, Open Allies for Airfare Transparency. This coalition, ostensibly organized to advocate before Congress and regulatory agencies about transparency of fees for ancillary services, served as a vehicle for [REDACTED] [REDACTED] to enter into agreements with one another and coordinate their attacks on American.

55. In fact, in November 2010, Kevin Mitchell, the Chairman of BTC, observed that [REDACTED]
[REDACTED]

56. Sabre [REDACTED] also communicated with one another through [REDACTED] [REDACTED] would communicate their position vis-a-vis American and AA Direct Connect to a [REDACTED] and the [REDACTED] in turn would pass on what it learned to [REDACTED]. For example, [REDACTED]
[REDACTED]

[REDACTED] Similarly, when American announced that it had reached a direct connect agreement with Priceline, an online travel agency, [REDACTED]
[REDACTED]

57. The collusion between Sabre, [REDACTED] was conducted at the highest levels [REDACTED] and they recognized that their communications crossed the line of legitimate competition on the merits.
[REDACTED]



G. Orbitz' (and Travelport's) Refusal to Honor its Direct Connect Obligations to American

58. Also throughout 2010, American was in protracted negotiations with Orbitz, the third largest online travel agency in the U.S, over American's new direct connect technology. Orbitz was established in 2000 as a direct-connect-centered agency by its then airline owners. In 2006, a company affiliated with Travelport, the second largest GDS in the U.S. (after Sabre), had acquired a controlling interest in Orbitz. Thereafter, Orbitz had begun increasing its use of GDSs to distribute American's product by reducing the number of bookings processed through "Supplier Link," a direct connect system used by Orbitz.

59. American had been negotiating with Orbitz to return it to a cost-effective, direct connect agency. By late 2010, however, it became clear that Orbitz was unwilling—or, we now know, unable—to implement American's newest direct connect technologies. Unbeknownst to American at the time, Travelport—intending to replace Orbitz's direct connect bookings with more expensive Travelport GDS bookings—had entered a contract with Orbitz that expressly prohibited Orbitz from using an American direct connect system. In late 2010, Orbitz announced it would not implement a new direct connect system with American.

H. Travelport Attacks American

60. On November 1, 2010, American gave 30-days notice to Orbitz that it intended to terminate certain negotiated agreements with Orbitz. In response, the same day,

Travelport notified American that it would raise by 100% the booking fees it charges for bookings of American flights by Travelport subscribers in markets outside the United States. American was advised that the doubled Travelport booking fee was purely punitive, to retaliate against American for terminating the Orbitz agreement.

61. On November 5, 2010, Travelport sued American in Chicago. In a case filed in the Circuit Court of Cook County, Travelport tried to enjoin American's termination of Orbitz. On the same day, American sued Travelport in this County for declaratory relief concerning the dispute. American subsequently non-suited Travelport without prejudice.

62. By this time, American's commercial dispute with Orbitz became a public topic, since Orbitz publicly disclosed the parties' disagreement in an S.E.C. filing. The Orbitz CEO accused American of trying to force travel agencies to get information directly from the company instead of through GDSs, despite the fact that Orbitz had been receiving content directly from American and other airlines for years. On December 21, 2010, the Chicago court denied Travelport's motion to preliminarily enjoin termination of the contract and American then terminated the Orbitz agreement.

I. Sabre Joins [REDACTED]

63. American's decision to end its relationship with Orbitz generated much trade press coverage. Sabre feared that if an agency like Orbitz recommitted itself to a direct connect relationship, other agencies would see that the technologies were not only viable, but also superior to GDSs. Sabre vigorously argued against the use of direct connect systems, both to the industry generally and to Subscribers (travel agencies), grossly misrepresenting the capabilities of direct connect systems, as well as American's intentions in seeking to expand their use. Sabre saw American's decision to terminate Orbitz as an opportunity to ramp up a

coordinated public relations campaign against its direct connect efforts, as well as direct discussions with travel agencies about ways to oppose American's efforts.

64. Responding to public GDS criticism and misinformation, American explained its strategy and the direct connect technology, as it is entitled to do. For example, the Sabre-led coalition was misleading the public, consumers, and the press by arguing that American intended to use direct connects to make it more difficult and expensive for travel agencies to compare options. In fact, proven technologies were already in place, and in some instances were being marketed by GDSs, that would allow agencies to easily aggregate and compare American's services to those of other carriers. That is precisely what Orbitz had done for years, and consumers had used their website to shop for and compare services of multiple airlines in a completely transparent and easy to use display. Orbitz began moving away from receiving information directly from airlines only after it became controlled by entities with an ownership interest in Travelport. American had no expectation or intent that direct connect technologies would eliminate choice or make its selling process less transparent. To correct misinformation in the marketplace spread by Sabre and others, as well as questions from travel agencies, American explained that its direct connect strategy was motivated by a desire to reduce costs and offer more and better product offering to its customers.

65. This generated substantial industry discussion about American's strategy and system, as the trade press reported on the option, other innovations, and American's vision for modernizing the antiquated distribution system for airline fares. For months, American had been answering media questions about the program, laying out the pros and cons of a direct connect system. Sabre never objected to the propriety of American's statements, responses, and explanations about its innovative direct connect system—until January 5, 2011, when it publicly

announced its punitive, anticompetitive plan to introduce systemwide biasing against American's services.

66. In the period leading up to its January 5 announcement, Sabre had continued [REDACTED]

[REDACTED] In mid-November 2010, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

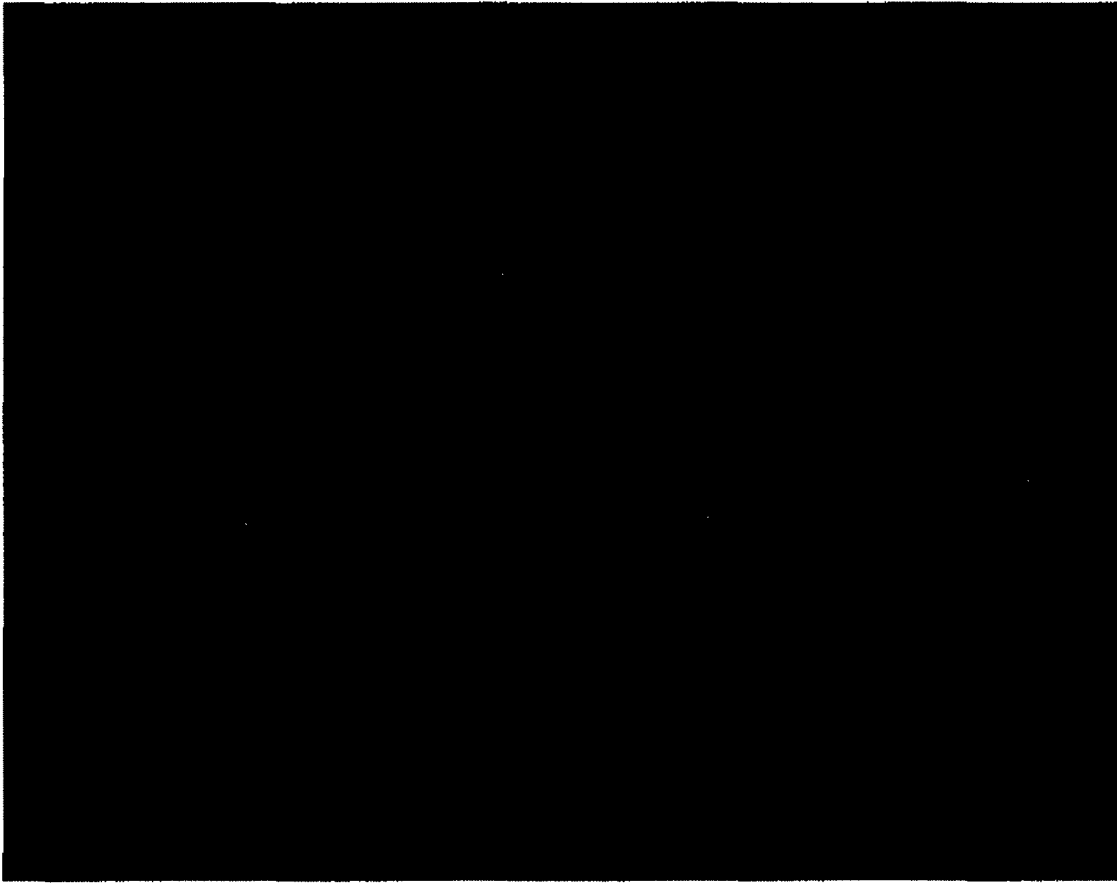
67. Around the same time, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

68. Expedia, the largest online travel agency and a Sabre subscriber, [REDACTED]
[REDACTED]
[REDACTED] On December 23, 2010, shortly after American terminated Orbitz, Expedia began biasing American's flights and schedules, by deliberately listing them lower in the Expedia.com search display than those of other airlines. Expedia stated that it was taking this action in support for Orbitz (one of

Expedia's closest competitors). In response, American announced that it would continue to provide its airfare content to travel agencies, both through GDSs and its direct connect partners.

69. On January 1, 2011, Expedia completely removed American's fare and flight content from Expedia.com. Expedia's statement on the subject publicly attacked the direct connect strategy: "American Airlines is attempting to introduce a new direct connect model that will result in high costs and reduced transparency for consumers, making it difficult to compare American Airlines' ticket prices and options."

70. Sabre also met with representatives of [REDACTED]



[REDACTED]

71. To encourage and induce [REDACTED] to join its boycott and obtain their agreement [REDACTED]


[REDACTED]

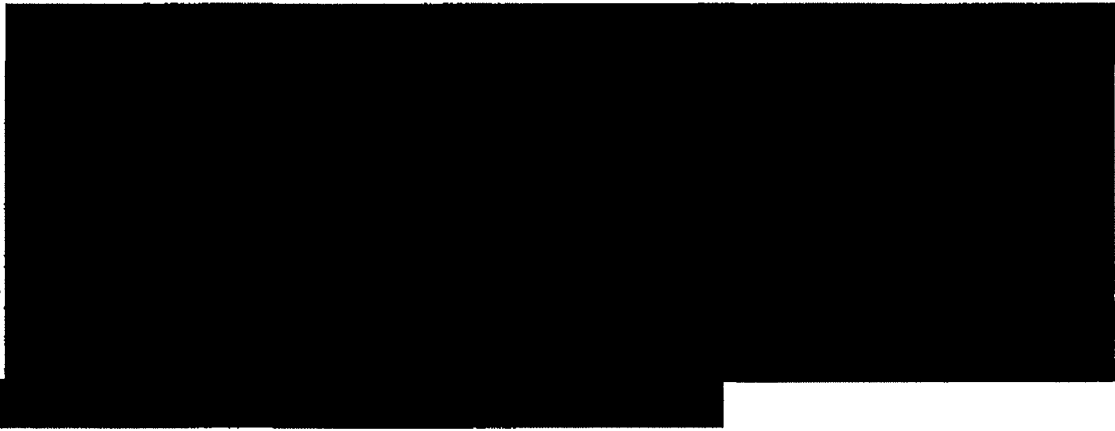
72. Sabre was prohibited by the terms of a separate contract with American relating to Sabre's wholly-owned online travel agency Travelocity from biasing Travelocity's display, but there was no such contractual restriction on Sabre's ability to bias the displays of Travelocity for Business ("TBiz"), Sabre's wholly-owned travel agency serving corporate customers. [REDACTED]

[REDACTED]

73. Although Sabre had been [REDACTED] [REDACTED] it was only on January 5, 2011, when it implemented systemwide bias against American, that Sabre disclosed to the traveling public that it would no longer fulfill its contractual duty to fairly and accurately display, and not to bias, American's fare and flight content within the Sabre GDS. On that day, Sabre deliberately introduced widespread, deceptive and harmful bias in its electronic GDS display of American's content, making it difficult or virtually impossible for travel agents easily and quickly to access information regarding American's fare and flight information. Sabre stated that it made changes in its GDS "that alter the order in which some of American Airlines' flights appear in availability and shopping

displays.” Sabre admitted the disruption caused by its action, acknowledging customer “concerns regarding the potential impact of these actions on these operations.”

74. After Sabre implemented its systemwide biasing, 



75. Sabre tried to justify its wrongful bias by falsely claiming—for the first time—that American had breached the Amended PCA. First, Sabre alleged that its anti-bias duty was terminated because American supposedly had publicly “marketed” a direct connect “program” through the media or at industry meetings to GDS subscribers, which American has never done. Second, although American had fully complied with its obligation to provide Full Content for distribution via the Sabre GDS, Sabre disparaged American by claiming, without detail, that “American has taken action to impose a costly, unproven and unnecessary system, while withholding some fare content” that “makes it harder and more costly to comparison shop.” In fact, American has not withheld “fare content.”

76. Also on January 5, 2011, Sabre gave public notice that, effective immediately, it was unilaterally increasing—*by more than double*—the fees it charges to American for bookings made by Sabre Subscribers of American’s flights in the United States, Caribbean, Canada, Mexico, Europe, the South Pacific, Asia, Latin America, the Middle East,

and Africa. Sabre said that it was "eliminating the substantial price discounts [American] has enjoyed consistent with its prior long-term commitments to provide full content."

77. Sabre's increases were unjustified and wholly punitive. American had always provided Sabre access to Full Content under the Amended PCA. Sabre had no valid basis to double its booking fees.

78. During this time period, Sabre continued to [REDACTED]

[REDACTED]

[REDACTED] As a result of Sabre organizing this boycott, [REDACTED]


[REDACTED]


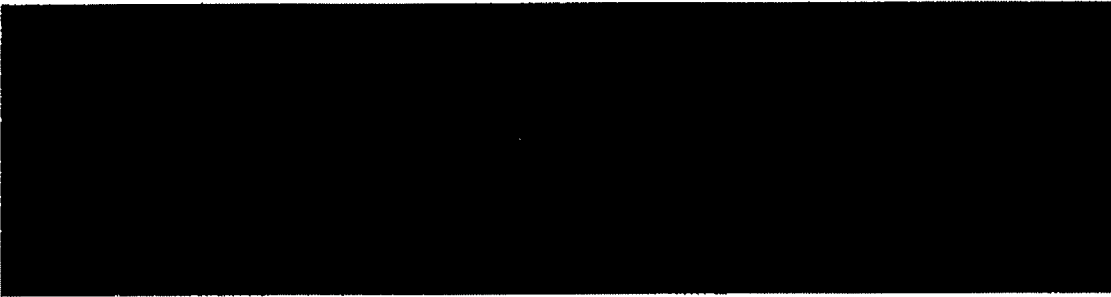
79. Finally, Sabre and Travelport instigated and coordinated a broad PR campaign against American's direct connect strategy and system that was also intended to protect their monopolistic booking fees by preserving their antiquated, costly legacy distribution system. Thus, a November 29, 2010 article in Business Travel News reported that Travelport "is circulating a memo that offers 'myth-busting' on AA's direct connect initiative."


J. TRO Against Sabre and Subsequent Developments

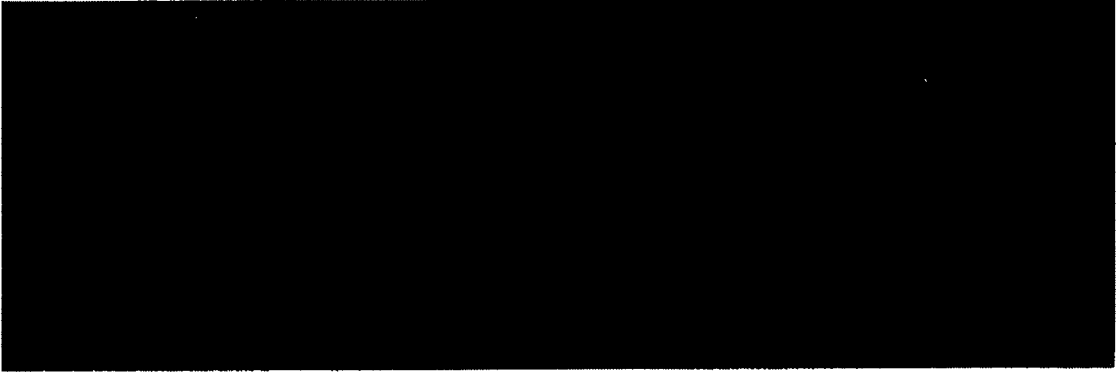
80. On January 10, 2011, at American's request and after a contested hearing, the Court entered a TRO enjoining Sabre from biasing, disfavoring, or disadvantaging American

content within the Sabre GDS. Expedited discovery then commenced in earnest, in preparation for an expected Temporary Injunction hearing. On January 21, 2011, Sabre agreed to an order extending the TRO for several weeks, through the date of the Temporary Injunction hearing. Subsequently, the Court signed an Agreed Order abating the case to allow for settlement discussions. The discussions were unsuccessful, and the abatement expired on June 1, 2011.

81. Sabre had agreed that during the abatement it would not bias American's content. But, unbeknownst to American, Sabre did not abandon its exclusionary scheme. Throughout the month of January 2011, Sabre carefully 



82. Sabre did not disclose to American that it was continuing its efforts to punish American 



[REDACTED]

83. Sabre also [REDACTED]

[REDACTED]

[REDACTED] As a result,

on numerous occasions, [REDACTED]

complained to American that they could not find American flights, fares, or seats in Sabre's displays. Although Sabre knew [REDACTED]

Sabre simply told American that Sabre was not the source of the display problem.

84. Discussions between American and Sabre during the abatement period were unsuccessful, and the abatement expired on June 1, 2011. Just minutes after midnight on that day, Sabre filed papers in the Federal District Court for the Northern District of Texas, Fort Worth Division, seeking to intervene in an antitrust suit filed by American against Travelport and Orbitz, and to file Sabre's own antitrust and other claims against American. Later that day, American amended its federal complaint to add Sabre to the litigation.

85. On July 8, 2011, Sabre notified American that effective immediately it was again unilaterally, substantially, and punitively increasing the fees it charges to American for bookings made by Sabre Subscribers of American's flights in the United States and Caribbean.

K. Sabre Threatens the Wholesale Removal of American's Flights from Its GDS

86. The Amended PCA has a stated term of five years, through September 1, 2011. Sabre contended that the Amended PCA would have expired on August 31, 2011, and that the underlying PCA—which has been in place since 1998, obligates Sabre to distribute American's flights, and has no fixed term—would have expired on August 31 as well. On

August 28, Sabre and American agreed to extend the Amended PCA until 14 days after a jury verdict, dismissal, or judgment on the antitrust claims in this case.

87. Sabre has stated that, if American does not prevail on its antitrust claims, Sabre will terminate its business relationship with American unless American agrees to be locked into a new long-term contract with onerous, anticompetitive terms. In particular, Sabre has refused to deal with American—ending a long-standing and consistently profitable business relationship—unless American agrees to a Full Content clause that would prevent American from offering enhanced or more-flexible fare and flight content through non-Sabre distribution channels. Sabre's insistence on a "full content" requirement is exclusionary and anticompetitive because it prevents American from encouraging travel agents or consumers to use alternative, less-costly distribution channels by making certain content available only through those channels. Thus, a full-content provision hurts both competition and consumers in Texas while simultaneously maintaining Sabre's monopoly power.

88. Furthermore, the full-content provision on which Sabre insists would prevent American from providing premium content through other distributors even if Sabre's own outdated computer systems are incapable of processing that content. Because Sabre, due to its own lack of investment in its infrastructure, cannot offer certain types of fares, it seeks to tie American's hands so that no one can offer them. Such a tactic is baldly anticompetitive, as it destroys any incentive for airlines and distribution system providers to innovate and robs consumers in Texas and elsewhere of the fruits of such innovation.

89. In addition to the full-content provision, Sabre has threatened to terminate American unless it accepts several other illegal and anticompetitive provisions, including several that are even more exclusionary and restrictive than the terms of the existing Amended PCA.

90. Just as the contract provisions upon which it insists are anticompetitive and exclusionary, so too is Sabre's refusal to deal with American unless American accepts them. American cannot afford to forgo revenue from the business travelers who buy tickets through Sabre Subscribers. Thus, unless Sabre is enjoined from terminating the parties' longstanding relationship, American may have no choice but to agree to whatever onerous terms Sabre insists upon. The result will be continued maintenance of Sabre's monopoly, harm to American in Texas in the form of higher booking fees and degraded service, and harm to consumers and competition in Texas in the form of higher prices and stifled innovation. Indeed, Sabre is fully aware of its power to destroy American's business and of American's inability to withstand the punitive actions it is threatening, and has again commenced taking. In fact, it is this very understanding that is driving its strategy of taking punitive actions against American, which but for its anticompetitive campaign to quash the direct connect initiative, would be entirely contrary to Sabre's own business interests—and are contrary to any *legitimate* business interest it might have.

L. Sabre's Conduct Harmed American

91. Sabre's unlawful actions have harmed the traveling public, the travel industry, and American. Sabre's and its co-conspirators' display bias caused significant, unwarranted confusion, frustration, and anger in the travel industry and with American's corporate customers. It forced travel agents to take extra steps to locate American's fares because it buried American's fares by listing them at the bottom of the screen viewed by travel agencies (or dropping them from the first screen entirely), even where these were the least expensive and/or best scheduling options for the customer. Corporate customers expressed irritation and anger towards American because of unwarranted delays and difficulties caused by Sabre's conduct. Sabre's unlawful actions also triggered significant confusion in the consumer

marketplace. It led consumers to believe, incorrectly, that American was the instigator of a move that causes them inconvenience, delay, and potential extra expense, because American's fares were not as readily available from Sabre travel agencies as consumers have come to expect, even when American's fares were lower priced or its schedules were superior to competing airlines'. This adverse impact on consumers was especially pronounced here in this County and in other areas where American is the preferred airline.

92. Extensive media coverage of Sabre's retaliatory actions gave consumers the false impression that American is an anti-consumer company, a deception that Sabre openly promoted. This led to negative word-of-mouth campaigns that are coordinated by Sabre and other GDSs and continue to this day, particularly in social media, that question American's motives, integrity, and commitment to consumers.

93. Sabre's secret and public biasing of its displays, and its orchestration of a boycott of American [REDACTED], caused American to lose significant numbers of ticket sales in amounts which are as yet impossible to quantify. In addition, Sabre's conduct caused American to lose goodwill and positive relations with travel agents, corporate customers, and consumers in this County and elsewhere.

M. Antitrust Market Definition

94. The distribution of airline fare, flight, and availability information and the provision of reservations and ticketing capability to travel agents ("the provision of airline booking services") is a relevant product market for purposes of the Texas Free Enterprise and Antitrust Act of 1983 ("TFEAA"). The overwhelming majority of business travelers rely on travel agents to identify flights and fares and to purchase tickets for travel on network airlines. These travelers do not view other ways of purchasing airline travel, such as purchasing through an airline website, as a reasonable substitute for purchasing tickets through a travel agency.

Because an airline that does not distribute its tickets through travel agencies would lose a significant number of ticket sales for business travel to competing airlines, American does not consider the use of other distribution channels, such as an airline's website, to be a reasonable substitute for the provision of airline booking services to travel agents.

95. The provision of airline booking services to Sabre subscribers is a relevant product submarket. Due in substantial part to the anticompetitive and exclusionary conduct at issue in this case, American has little ability to shift bookings from customers of Sabre's subscribers to other GDSs, direct connect, or other distribution channels when Sabre increases its booking fees or degrades the quality of its displays. Thus, other providers of airline booking services do not serve as a competitive check on Sabre's ability to raise prices or reduce the services it provides to American. If American and other network airlines want to sell tickets to travelers that use a Sabre travel agency, they have no practical alternative but to participate in the Sabre GDS.

96. The relevant geographic market is the United States.

N. Barriers to Entry

97. The relevant markets are characterized by durable barriers to entry by new GDSs that protect the monopoly power of the incumbent GDS providers. Since 2004, at least three companies, ITA, G2 Switchworks, and Farelogix, have attempted to launch a new GDS, and all have failed. There has been no successful entry of a new GDS in the U.S. in over 25 years. Defendants' anticompetitive conduct and agreements have reinforced these barriers to entry by rival GDSs.

98. Newer, more efficient technologies such as American's direct connect system do not face the same entry barriers from fixed costs and network effects as a GDS entrant. However, defendants' anticompetitive conduct and agreements have erected substantial

barriers to entry by alternative methods of providing airline booking services, and have effectively foreclosed alternative distribution systems from the market.

O. Market Power

99. The market for the provision of airline booking services in the United States is highly concentrated, with only a few market participants. Sabre possesses substantial market power in this market.

100. Sabre possesses monopoly power in the submarket for the provision of airline booking services to Sabre subscribers in the United States. In this submarket, Sabre possesses a dominant market share. Sabre's monopoly power over American is demonstrated by recent events. For example, Sabre was able to double American's booking fees while also degrading the quality of services it provides American by biasing its displays against it. Sabre was not constrained in its ability to take this action against American because it knew that American would not be able to respond to Sabre's actions by shifting its tickets sales to alternative distribution channels. In fact, Sabre has repeatedly demonstrated and used its power to raise prices and exclude competitors.

**First Cause of Action
(Breach of Contract by Sabre Travel)**

101. American realleges the material facts in the preceding paragraphs.

102. The Amended PCA is a valid, enforceable contract binding on Sabre Travel, and as a party American is entitled to sue for its breach. American has met all conditions precedent to and otherwise complied with the Amended PCA.

103. By intentionally biasing, disfavoring and disadvantaging the display of American's content in its GDS, Sabre Travel has breached the Amended PCA. Its breach is material, willful, and without excuse.

104. By unilaterally increasing American's fees for flights booked by Sabre Subscribers through its GDS, Sabre Travel has breached the Amended PCA. Its breach is material, willful, and without excuse.

105. American has been damaged by Sabre Travel's breaches of the Amended PCA.

**Second Cause of Action
(Group Boycott in Violation of the
Texas Free Enterprise and Antitrust Act of 1983 by All Sabre Defendants)**

106. American re-alleges the material facts in the preceding paragraphs.

107. In addition to operating the largest GDS in the United States, Sabre owns and operates two online travel agencies under the brand names Travelocity and Travelocity Business ("TBiz"). Travelocity and Tbiz are horizontal competitors of Sabre's travel agency subscribers.

108. Between November 2010 and continuing through at least January 2011,

Sabre 



109. After it was enjoined by this court from directly biasing its primary displays, Sabre [REDACTED]

110. In furtherance of this conspiracy, Sabre subsequently [REDACTED]

111. These agreements among Sabre [REDACTED] constitute an illegal group boycott intended to coerce American into abandoning its direct connect initiative.

112. This group boycott, and Sabre's participation in it, have directly and proximately caused injury to American's business and property in Texas. Additionally, the agreements between Sabre and [REDACTED] have had an anticompetitive effect on consumers in Texas. Specifically, as a result of these agreements, it has been harder for consumers to find and purchase tickets on American flights, American has sold fewer airline tickets, and both consumers and American have been denied access to newer and more efficient means of distributing airline services. These injuries, in the form of higher prices and less innovation, are injuries to the competitive process and are the type that antitrust laws are intended to prohibit and thus constitute antitrust injuries in Texas.

**Third Cause of Action
(Conspiracy to Monopolize in Violation of the
Texas Free Enterprise and Antitrust Act of 1983 by All Sabre Defendants)**

113. American re-alleges the material facts in the preceding paragraphs.

114. Sabre has entered into collusive agreements [REDACTED]

[REDACTED] with the specific intent of preserving defendant Sabre's monopoly over the provision of airline booking services to its travel agent subscribers in violation of the Texas Free Enterprise and Antitrust Act of 1983, Section 15.05(b) of the Texas Business and Commerce Code.

115. In addition to taking its own retaliatory actions directed at American, Sabre [REDACTED] to support Sabre's campaign to punish and retaliate against American for its efforts to introduce a competing distribution model, direct connect. Recognizing the common financial interest that they share in maintaining Sabre's ability to charge supracompetitive booking fees, in response to Sabre's requests, [REDACTED]

[REDACTED]

These agreements were entered into with the specific intent to inflict severe financial damage to American so that it would capitulate to Sabre's demands and abandon its efforts to establish a competing means of providing airline booking services to travel agents that includes American's premium content.

116. Sabre and [REDACTED] agreed to take these actions against American, with the common goal of excluding American's direct connect from the market and preserving their long-term financial interest in maintaining Sabre's ability to extract supracompetitive booking fees from American and other airline carriers. There is no legitimate business justification for the retaliatory agreements between and among Sabre and [REDACTED]

117. Sabre's agreements with other industry participants, including [REDACTED] [REDACTED] have directly and proximately caused injury to American's business and property in Texas. Additionally, the agreements between Sabre [REDACTED]

██████████ have had an anticompetitive effect on consumers in Texas. Specifically, as a result of these agreements, it has been harder for consumers to find and purchase tickets on American flights, American has sold fewer airline tickets, and both consumers and American have been denied access to newer and more efficient means of distributing airline services. These injuries, in the form of higher prices and less innovation, are injuries to the competitive process and are the type that antitrust laws are intended to prohibit and thus constitute antitrust injuries in Texas.

**Fourth Cause of Action
(Monopolization in Violation of the
Texas Free Enterprise and Antitrust Act of 1983 by All Sabre Defendants)**

118. American realleges the material facts in the preceding paragraphs.

119. Sabre possesses monopoly power in the market for the provision of airline booking services to travel agencies that subscribe to its GDSs. Through anticompetitive and exclusionary acts and practices, Sabre has willfully maintained, and unless restrained by this Court, will continue to maintain and abuse, that monopoly power. These practices include: (a) requiring that American agree to restrictive contract terms, including the "full content" provision, as a condition of participation in Sabre; (b) entering into restrictive contracts with travel agencies that effectively prevent American from incentivizing those agencies to use AA Direct Connect to book flights on American; and (c) terminating and interfering with third party developers who sought to assist American in implementing its direct connect system. Sabre has acted with intent to illegally maintain its monopoly over the provision of airline booking services to its subscribers and its illegal conduct has enabled it to do so in violation of the Texas Free Enterprise and Antitrust Act 1983, Section 15.05(b) of the Texas Business and Commerce Code.

120. Sabre's illegal conduct has directly and proximately caused injury to American's business and property and to competition in Texas. American will be forced to

continue paying monopoly prices for access to Sabre's GDS, and Sabre will continue to block price competition among GDSs as well as competition from newer technology and more efficient means of distribution of airline services to travel agents. These injuries, in the form of higher prices and less innovation in Texas, are of the type the antitrust laws are intended to prohibit and thus constitute antitrust injuries in Texas.

121. Sabre's illegal conduct was willful and/or flagrant. Therefore, American is entitled to treble damages, including reasonable attorney fees, under Section 15.21(a)(1) of the Texas Business and Commerce Code.

122. American has suffered and will continue to suffer irreparable harm due to Sabre's illegal conduct that cannot adequately be compensated with money damages. Because American's legal remedy will not be adequate to compensate for irreparable injuries inflicted by Sabre, American is entitled to permanent injunctive relief.

**Fifth Cause of Action
(Agreements in Restraint of Trade in Violation of the
Texas Free Enterprise and Antitrust Act of 1983 by All Sabre Defendants)**

123. American realleges the material facts in the preceding paragraphs.

124. The restrictive provisions in Sabre's contracts with its travel agent subscribers constitute contracts in unreasonable restraint of trade or commerce in violation of Section 15.05(a) of the Texas Business and Commerce Code.

125. The restrictive provisions in Sabre's long-term contracts with American and other participating airline carriers constitute contracts in unreasonable restraint of trade or commerce in violation of Section 15.05(a) of the Texas Business and Commerce Code.

126. Sabre's illegal conduct has directly and proximately caused injury to American's business and property and to competition in Texas. Sabre's anticompetitive

agreements with travel agency subscribers and with participating airlines have harmed competition in the market for the provision of airline booking services to travel agents, and have directly and proximately caused injury to American's business and property. Specifically, American will be forced to continue paying monopoly prices for access to Sabre's GDS, and Sabre will continue to block price competition among GDSs as well as competition from newer technology and more efficient means of distribution of airline services to travel agents. These injuries, in the form of higher prices and less innovation, are of the type the antitrust laws are intended to prohibit and thus constitute antitrust injuries.

127. Sabre's illegal conduct was willful and/or flagrant. Therefore, American is entitled to treble damages, including reasonable attorney fees, under Section 15.21(a)(1) of the Texas Business and Commerce Code.

128. American has suffered and will continue to suffer irreparable harm due to Sabre's illegal conduct that cannot adequately be compensated with money damages. Because American's legal remedy will not be adequate to compensate for irreparable injuries inflicted by Sabre, American is entitled to permanent injunctive relief.

**Sixth Cause of Action
(Agreement Not To Compete in Violation of the
Texas Free Enterprise and Antitrust Act of 1983 by All Sabre Defendants)**

129. American realleges the material facts in the preceding paragraphs.

130. Sabre and [REDACTED] have conspired and agreed with one another not to compete with one another [REDACTED]

[REDACTED] In furtherance of that conspiracy, Sabre and [REDACTED] have regularly communicated with one another, directly and through intermediaries [REDACTED] to

provide assurances that they would not implement AA Direct Connect, [REDACTED]
[REDACTED]

131. These agreements constitute a conspiracy and/or contracts in unreasonable restraint of trade or commerce in violation of Section 15.05(a) of the Texas Business and Commerce Code.

132. Sabre's illegal conduct has directly and proximately caused injury to American's business and property and to competition in Texas. Sabre's anticompetitive agreements with [REDACTED] have harmed competition in the market for the provision of airline booking services to travel agents, and have directly and proximately caused injury to American's business and property. Specifically, American will be forced to continue paying monopoly prices for access to Sabre's GDS, and Sabre will continue to block price competition among GDSs as well as competition from newer technology and more efficient means of distribution of airline services to travel agents. These injuries, in the form of higher prices and less innovation, are of the type the antitrust laws are intended to prohibit and thus constitute antitrust injuries.

133. Sabre's illegal conduct was willful and/or flagrant. Therefore, American is entitled to treble damages, including reasonable attorney fees, under Section 15.21(a)(1) of the Texas Business and Commerce Code.

134. American has suffered and will continue to suffer irreparable harm due to Sabre's illegal contact that cannot adequately be compensated with money damages. Because American's legal remedy will not be adequate to compensate for irreparable injuries inflicted by Sabre, American is entitled to permanent injunctive relief.

**Seventh Cause of Action
(Tortious Interference with Contract by All Sabre Defendants)**

135. American realleges the material facts in the preceding paragraphs.

136. In order to sell tickets to the general air traveling public on American's flights, all travel agents must be granted written permission to do so by American.

137. American and each of the travel agents who sell tickets on American, including Sabre's travel agency subscribers (collectively, the "Sabre Travel Agent Subscribers"), are parties to the Agent Reporting Agreement known as the "ARC Agreement." The ARC Agreement sets forth the terms and conditions pursuant to which Sabre Travel Agent Subscribers agree to "facilitate" the issuance of tickets by airlines, including American, to the public "in a competitive and efficient manner." Among other things, the ARC Agreement requires those Subscribers to "at all times maintain ethical standards of business ... in its dealing with its clients, the public ... and [American]" and it proscribes "fraudulent conduct."

138. Additionally, American and each of those Sabre Travel Agent Subscribers are parties to the AA Addendum to the ARC Agreement (the "AA Addendum"). The AA Addendum clarifies the "responsibilities and duties" of those Subscribers under the ARC Agreement. Among other things, the AA Addendum requires those Subscribers to "strictly adhere to American's current instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures ... in booking any reservation or issuing, reissuing, selling, exchanging, refunding, or reporting any ticket calling for transportation on American" and prohibits those Subscribers from engaging in "fraudulent ticket activity."

139. American and certain Sabre Travel Agent Subscribers also are parties to additional agreements. These agreements reward those Subscribers for "demonstrating superior performance in the sale of air transportation" on American. Among other things, these agreements expressly require those Subscribers to engage in "good faith dealing," to comply

with "all applicable federal, state and local laws and regulations in the performance of the services" thereunder, and to use "information pertaining to American's business ... methodologies and strategies" only to perform thereunder.

140. Consequently, American has existing contractual relationships with numerous Sabre Travel Agency Subscribers, including both brick and mortar travel agencies and online travel agencies.

141. By virtue of its position as the largest GDS operator in the United States, its specific knowledge of the industry in general, and its contractual relationships with the travel agents and entities using its GDSs, including the Sabre Travel Agency Subscribers, Sabre knew or had reason to know of the existing contracts between American and the Sabre Travel Agency Subscribers and of American's interest in these contracts. For example, the ARC Agreement and AA Addendum are publicly available contracts.

142. Sabre defendants have willfully and intentionally interfered with American's previously existing contractual relationships with Sabre's Travel Agency Subscribers, and deprived American of the benefit of those relationships. Specifically, [REDACTED]

[REDACTED]

[REDACTED]

143. Sabre defendants did so by engaging in improper and unjustified acts, and

[REDACTED] including:

• [REDACTED]

[REDACTED]

- [REDACTED]
- causing confusion or misunderstanding regarding the source or sponsorship of goods or services in violation of the Texas Deceptive Trade Practices-Consumer Protection Act;
- orchestrating, monitoring and/or participating in a concerted and collective effort to engage in a group boycott of American; and
- engaging in unlawful conduct, as stated herein, in violation of the Texas Free Enterprise and Antitrust Act.

144. Sabre knew (and, indeed, intended that) its conduct would interfere with, result in the breach of, hinder and/or impede or otherwise render performance substantially more burdensome, difficult and expensive under the agreements between American and the Sabre Travel Agency Subscribers.

145. Sabre's conduct has proximately caused harm to American by causing American, among other things, to lose ticket sales that would have resulted from Sabre Travel Agency Subscribers booking tickets on American flights absent the interference by Sabre. Sabre's conduct also has caused a significant amount of unwarranted confusion, frustration, and anger among the air traveling public. Consequently, American's goodwill and its relationships—which took years for American to develop—have been damaged.

146. Because Sabre acted with actual malice to interfere with American's existing contractual relationships with Sabre Travel Agency Subscribers, American seeks and is entitled to recover exemplary damages.

Eighth Cause of Action
(Tortious Interference with Prospective Contractual Relations by All Sabre Defendants)

147. American realleges the material facts in the preceding paragraphs.

148. The Sabre defendants have willfully and intentionally interfered with American's reasonable expectation of prospective business relationships with the traveling public that would purchase tickets for air transportation on American. Sabre's retaliatory actions have, among other things, misled Sabre Travel Agency Subscribers and Corporate Customers regarding American's fare and flight availability. Sabre's actions also have (i) thwarted the ability of the Sabre Travel Agency Subscribers to make reservations for and otherwise sell airline tickets for flights on American, (ii) thwarted the ability of Corporate Customers to make reservations for tickets for flights on American, and (iii) thwarted the ability of American from issuing tickets sold through Sabre Travel Agency Subscribers, including to Corporate Customers, and (iv) [REDACTED]

149. Sabre engaged in independently tortious and unlawful acts by, among other things, using misleading and deceptive acts and practices in commerce, including by disparaging American's services by false or misleading representations of fact, which have interfered with American's ability to sell tickets through Sabre Travel Agency Subscribers and to Corporate Customers while American continued to pursue direct connect.

150. But for Sabre's tortious and unlawful conduct, there is a reasonable probability that American and Sabre's Travel Agency Subscribers and Corporate Customers would have booked additional travel on American resulting in increased sales of American tickets.

151. Sabre knew and intended that its conduct would interfere with any future ticket sales on American by Sabre's Travel Agency Subscribers and to Corporate Customers.

152. Sabre's conduct has proximately caused harm to American by causing American to lose, among other things, ticket sales that would have resulted from Sabre Travel

Agency Subscribers and Corporate Customers booking tickets on American flights absent the interference by Sabre. Sabre's conduct also has caused a significant amount of unwarranted confusion, frustration, and anger among the air traveling public in general and American's Corporate Customers in particular. Consequently, American's goodwill and its relationships with Corporate Customers—which took years for American to develop—have been damaged.

153. Because Sabre acted with actual malice to interfere with American's prospective relationships with Sabre Travel Agency Subscribers and Corporate Customers, American seeks and is entitled to recover exemplary damages.

Attorney Fees

154. American has been required to retain attorneys to protect its rights and prosecute this claim. Pursuant to Tex. Civ. Prac. & Rem. Code §§ 38.001 American is entitled to recover its reasonable attorney fees and costs necessarily expended in this matter. All conditions precedent have been performed or have occurred.

Jury Demand

155. American demands that its claims be tried by a jury.

Prayer for Relief

For these reasons, plaintiff American Airlines, Inc. respectfully requests judgment against all of the Sabre defendants, after trial or final hearing, as follows:

- a) The Court enter final judgment against the Sabre defendants and in favor of American on all its claims, as proven and supported by the evidence;
- b) The Court order the Sabre defendants to pay the amount of actual damages American has suffered as a result of Sabre's illegal acts, plus treble or exemplary damages, plus American's court costs and reasonable attorney fees incurred in prosecuting this action;
- c) The Court permanently enjoin the Sabre defendants in the following respects:

- i) From entering into or enforcing any provision in any agreement with American related to participation in the Sabre GDS that requires American to provide Sabre with "Full Content" or prohibits American from providing to any other GDS or distribution channel content that it does not also provide to Sabre;
- ii) From entering into or enforcing any provision in any agreement with American related to participation in the Sabre GDS that prohibits or otherwise prevents American from providing financial incentives to travel agents, corporate customers, or other industry players to book American tickets through any other GDS or distribution channel that are better or otherwise different from the incentives it provides to book through the Sabre GDS;
- iii) From conditioning American's ability to participate in the Sabre GDS on American agreeing not to enter into, solicit, encourage, or promote agreements to provide its content directly to travel agents, corporate customers, or other industry players using AA Direct Connect or similar technology, or to publicly market AA Direct Connect;
- iv) From entering into or enforcing any provision in any agreement with travel agents, corporate customers, or other industry players that explicitly or otherwise prevents such a party from obtaining American fare and flight information and booking American flights through AA Direct Connect;
- v) From biasing the display of American's fare and flight information, booking away from American's flights, increasing American's booking fees, or soliciting or encouraging travel agents, corporate customers, or other industry players to do so;
- vi) From retaliating against American, or soliciting or encouraging travel agents, corporate customers, or other industry players to retaliate against American, including by biasing the display of American's fare and flight information, increasing booking fees to American, or booking away from American flights, because American uses or promotes AA Direct Connect or similar technology;
- vii) From retaliating in any way, including by terminating its agreements, against any technology company that works with American to implement AA Direct Connect;
- viii) From taking any action, including the enforcement of contractual provisions, to prevent or impede the aggregation of AA Direct Connect information with fare and flight information from Sabre's GDS, or to

prevent or impede the interoperation of AA Direct Connect with other computer systems, including front-, mid-, and back-office systems;

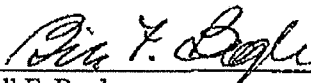
- ix) From imposing discriminatory fees for entering "passive segments" into the Sabre GDS; and
 - x) From refusing to accept Passenger Name Records ("PNRs") from AA Direct Connect into Sabre's TRAMS systems.
- d) The Court enter a take nothing judgment for American and against the Sabre defendants on their counterclaims;
 - e) The Court order the Sabre defendants to pay pre-judgment and post-judgment interest as may be allowed by law; and
 - f) The Court grant to American all additional relief to which it has shown itself to be justly entitled, whether at law or in equity.

Respectfully submitted,

OF COUNSEL:

WEIL, GOTSHAL & MANGES LLP
Richard A. Rothman (*pro hac vice*)
767 Fifth Avenue
New York, New York 10153
(212) 310-8426
(212) 310-8285 (Fax)

DEWEY & LEBOEUF LLP
MJ Moltenbrey (*pro hac vice*)
1101 New York Avenue, N.W.
Washington, D.C. 20005
(202) 346-8738
(202) 346-8102 (Fax)

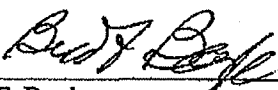

Bill F. Bogle
State Bar No. 02561000
Roland K. Johnson
State Bar No. 00000084
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 3600
Fort Worth, Texas 76102
(817) 870-8700
(817) 332-6121 (Fax)

R. Paul Yetter
State Bar No. 22154200
Anna Rotman
State Bar No. 24046761
YETTER COLEMAN LLP
909 Fannin, Suite 3600
Houston, Texas 77010
(713) 632-8000
(713) 632-8002 (Fax)

Yolanda C. Garcia
State Bar No. 24012457
WEIL, GOTSHAL & MANGES LLP
200 Crescent Ct., Suite 300
Dallas, Texas 75201
(214) 746-7800
(214) 746-7777 (Fax)

CERTIFICATE OF SERVICE

I certify that on this 12th day of January, 2012, a true copy of this document was served on all counsel for the Sabre defendants by hand delivery and/or email.


Bill F. Bogle

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