

AMERICAN AIRLINES, INC.

v.

SABRE INC., et al.

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IN THE JUDICIAL DISTRICT OF  
TARRANT COUNTY, TEXAS  
67TH JUDICIAL DISTRICT

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TARRANT COUNTY  
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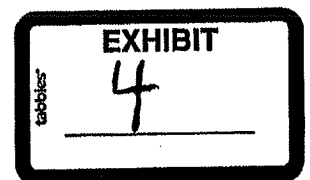
**PLAINTIFF'S RESPONSES TO DEFENDANTS' THIRD SET OF REQUESTS FOR PRODUCTION TO AMERICAN AIRLINES, INC.**

TO: Defendants Sabre Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd. (collectively "Defendants") by and through their counsel of record, Chris Lind and Andrew Polovin, Bartlit Beck Herman Palenchar & Scott LLP, 54 West Hubbard, Suite 300, Chicago, IL 60654; and Ralph Duggins and Scott Fredericks, Cantey Hanger LLP, 600 W. 6th Street, Suite 300, Fort Worth, Texas, 76102.

Pursuant to Tex. R. Civ. P. 196, Plaintiff American Airlines, Inc. ("American") submits the following objections and responses to Defendants' Third Set of Requests for Production.

**Preliminary Statement and General Objections**

1. This document contains American's objections and responses to Defendants' Third Set of Requests for Production.
2. American has not yet completed its investigation of the facts related to this action, has not yet completed its discovery, and has not yet completed its preparation for trial. Consequently, these responses are given without prejudice to American's rights to later produce subsequently discovered evidence relating to the proof of presently known facts and to produce all evidence, whenever discovered, relating to the proof of subsequently discovered facts.
3. American has responded to these requests as it understands and interprets them. If Defendants subsequently asserts an interpretation that differs from that of American, American reserves its right to supplement its responses and objections accordingly.
4. American does not concede the relevance or materiality of the documents sought by these requests. The responses set forth below are subject to and do not waive the following:
  - a. all questions or objections to (i) competency, relevancy, materiality, privilege, or admissibility of evidence or (ii) the use of the response given herein in any subsequent proceeding or trial in this or any other action for any other purpose;



b. the right to object to other discovery proceedings involving or related to the subject matter of the request to which this response is directed; and

c. the right at any time to revise, correct, add to, or clarify the response, which is given subject to correction of any such omissions or errors.

5. Insofar as these requests for production may be considered as calling for documents or information exempted from disclosure by the attorney-client privilege, the attorney conclusions, opinions, investigations or legal research or theories of its attorneys, American has also interpreted these requests for production as not requiring production of documents or information prepared in anticipation or prosecution of litigation among American and the respondent.

6. American objects to the requests for production to the extent that they attempt to impose on American any duty or requirement beyond those required by the applicable Texas Rules of Civil Procedure. Moreover, American objects to the instructions regarding withholding of materials due to applicable privileges and will prepare a privilege log in accordance with the applicable Texas Rules of Civil Procedure.

7. American will produce responsive documents subject to the Confidentiality Stipulation and Protective Order entered by the Court on January 24, 2011. American may redact documents to remove material that is privileged, irrelevant, or non-responsive to Sabre's requests.

8. American incorporates these General Objections into each and every response to Sabre's Third Set of Requests for Production.

### Specific Objections and Responses

1. All documents and communications with third parties about the court filings in this lawsuit, including, but not limited to, communications with the media and documents relating to those communications.

**RESPONSE:** American objects to this Request as overly broad and vague as to the time period. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

2. All documents and communications relating to American's promotional efforts, contractual relations, or other agreements with kayak.com and sidestep.com, including documents relating to any discounts, promotions or incentives offered by American to users of sidestep.com or kayak.com.

**RESPONSE:** American objects to this Request as overly broad and irrelevant as to the contractual relations and sidestep.com and vague as to the time period. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

3. For any individual identified in response to Sabre Interrogatory No. 9, all documents created, written, drafted, modified or reviewed from January 5, 2011 through January 10, 2011, including all calendar entries, all emails sent or received, all notes taken, and any other documents or communications indicating how such executives spent time during the time period from January 5, 2011 through January 10, 2011.

**RESPONSE:** American objects to this Request as irrelevant as to the emails and communications received. American further objects to this Request as being overly broad and unduly burdensome, in particular because American's Fourth Amended Petition discusses how executives on American's sales team spent all of their *professional* time. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

4. All communications between American and Farelogix regarding efforts to promote American's Direct Connect program, including all communications regarding any efforts to market American's Direct Connect program.

**RESPONSE:** American objects to this Request as vague as to the relevant timeframe. American further objects to this Request as vague as to the terms "promote" and "market." Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

5. Documents sufficient to show American's code-sharing relationship with other airlines, including documents sufficient to show any airline with which American has a code-sharing relationship, data sufficient to show the daily bookings of all code-share flights during the relevant time period, and documents sufficient to show the amount of revenue earned by American on any code-share flight.

**RESPONSE:** American objects to this Request as vague as to the "relevant time period" and irrelevant as to the amount of revenue earned by American on any code-share flight. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

6. All communications with any third party regarding the booking fees American pays Sabre.

**RESPONSE:** American objects to this Request as vague as to the relevant timeframe. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

7. All documents relating to the negotiation, drafting and meaning of Sections 1 and 6 of the September 1, 2006, Distribution Content and Modified Payments Amendment, including proposals, drafts, negotiation documents, analyses and summaries.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

8. All documents relating to American's contention that the September 1, 2006, Distribution Content and Modified Payments Amendment expires on August 31, 2011, including but not limited to internal analyses, discussions, and communications.

**RESPONSE:** American objects to this Request as vague as to the relevant timeframe. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

9. All documents relating to the termination or expiration date of any existing contract between Sabre and American.

**RESPONSE:** American objects to this Request as overly broad, unduly burdensome, and irrelevant as to any contract except the September 22, 1998 Participating Carrier Agreement and the September 1, 2006 Distribution Content and Modified Payments Amendment. Subject to

these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

10. All documents relating to the agreement between American and Expedia by which you contend "Expedia will access American fares and services by a direct connect link, using technology provided by a GDS," as alleged in Paragraph 52 of your Second Amended Petition.

**RESPONSE:** American objects to this Request as vague as to the relevant time period. American has interpreted the time period as the same time period Sabre specified in its First RFP and Second RFP. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

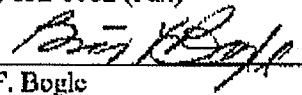
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Respectfully submitted,

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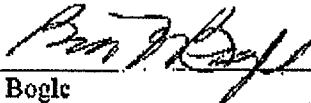
**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this document was served on all counsel of record listed below via hand delivery, email, and/or certified mail, return receipt requested on August 7, 2011.

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\_\_\_\_\_  
Bill F. Bogle

No. 067-249214-10

AMERICAN AIRLINES, INC.

v.

SABRE INC., et al.

Section 52.002

IN THE JUDICIAL DISTRICT OF  
TARRANT COUNTY, TEXAS  
67TH JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS  
2011 MAR -9 PM 4:05  
JUDICIAL DISTRICT

**PLAINTIFF'S RESPONSES TO DEFENDANTS' FOURTH SET OF REQUESTS FOR PRODUCTION TO AMERICAN AIRLINES, INC.**

TO: Defendants and Counterclaim Plaintiffs, Sabre Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd. (collectively "Defendants") by and through their counsel of record, Chris Lind and Andrew Polovin, Bartlit Beck Herman Palenchar & Scott LLP, 54 West Hubbard, Suite 300, Chicago, IL 60654; and Ralph Duggins and Scott Fredericks, Cantey Hanger LLP, 600 W. 6th Street, Suite 300, Fort Worth, Texas, 76102.

Pursuant to Tex. R. Civ. P. 196, Plaintiff American Airlines, Inc. ("American") submits the following objections and responses to Defendants' Fourth Set of Requests for Production.

**Preliminary Statement and General Objections**

1. This document contains American's objections and responses to Defendants' Fourth Set of Requests for Production. American and Sabre executed a Rule 11 Agreement dated August 8, 2011 that sets out the agreement of the parties concerning, among other things, the custodians, relevant time frame and search terms that American has used in responding to Sabre's Fourth RFP prior to the temporary injunction hearing scheduled for August 29, 2011. American's objections, responses, and production are subject to that Rule 11 Agreement. American does not waive any additional objections it may assert in the event Sabre seeks additional production in response to this Fourth RFP after the temporary injunction hearing.
2. American has not yet completed its investigation of the facts related to this action, has not yet completed its discovery, and has not yet completed its preparation for trial. Consequently, these responses are given without prejudice to American's rights to later produce subsequently discovered evidence relating to the proof of presently known facts and to produce all evidence, whenever discovered, relating to the proof of subsequently discovered facts.
3. American has responded to these requests as it understands and interprets them. If Defendants subsequently asserts an interpretation that differs from that of American, American reserves its right to supplement its responses and objections accordingly.
4. American does not concede the relevance or materiality of the documents sought by these requests. The responses set forth below are subject to and do not waive the following:



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a. all questions or objections to (i) competency, relevancy, materiality, privilege, or admissibility of evidence or (ii) the use of the response given herein in any subsequent proceeding or trial in this or any other action for any other purpose;

b. the right to object to other discovery proceedings involving or related to the subject matter of the request to which this response is directed; and

c. the right at any time to revise, correct, add to, or clarify the response, which is given subject to correction of any such omissions or errors.

5. Insofar as these requests for production may be considered as calling for documents or information exempted from disclosure by the attorney-client privilege, the attorney conclusions, opinions, investigations or legal research or theories of its attorneys, American has also interpreted these requests for production as not requiring production of documents or information prepared in anticipation or prosecution of litigation among American and the respondent.

6. American objects to the requests for production to the extent that they attempt to impose on American any duty or requirement beyond those required by the applicable Texas Rules of Civil Procedure. Moreover, American objects to the instructions regarding withholding of materials due to applicable privileges and will prepare a privilege log in accordance with the applicable Texas Rules of Civil Procedure.

7. American will produce responsive documents subject to the Amended Confidentiality Stipulation and Protective Order entered by the Court on August 8, 2011. American may redact documents to remove material that is privileged, irrelevant, or non-responsive to Sabre's requests.

8. American objects to the extent these requests seek materials that are not related to the Regions, as that term is defined in the Distribution Content and Modified Payments Amendment between American and Sabre.

9. American objects to Sabre's definition of "American Customers" as including entities other than Sabre Subscribers.

10. American incorporates these General Objections into each and every response to Sabre's Fourth Set of Requests for Production.



### Specific Objections and Responses

1. All documents and communications regarding AA's efforts to distribute its content through any non-Sabre and/or non-GDS distribution channel.

**RESPONSE:** American objects to this request as vague as to the meaning of "non-Sabre and/or non-GDS distribution channel." Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

2. All documents regarding American's policies or plans for distribution of ancillary fares, or full content, including the strategy for such distribution.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

3. All documents and communications relating to attempts by American or Farelogix to compete with any GDS for distribution of fare information.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "compete." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

4. All communications with Farelogix regarding any GDS.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

5. All documents and communications relating to the ability of American, Farelogix, or others to compete with any GDS through offering incentives or any form of remuneration to travel agents or corporate travel customers.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "compete." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

6. All documents and communications related to any business plan, strategy or attempt to induce travel agents to switch from a GDS to Direct Connect, including documents related to the financial cost to American of any such plan or strategy and documents related to financial or other incentives to travel agents or corporate travel customers.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "cost." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

7. All documents and communications related to American's unbundling of fares for services, including ancillary services such as priority boarding, seat selection, or checked luggage, including the reasons for such unbundling.

**RESPONSE:** American objects to the phrase "American's unbundling of fares for services" as misleading because it assumes that those services qualify are fares and that those services were previously bundled. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

8. All communications with any third party, including travel agents, regarding Direct Connect, Farelogix, or any other facilitator of Direct Connect or any other direct connection to an airlines' content, including airline websites.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "facilitator." Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

9. All documents and communications related to the competition between GDSs and single-carrier distribution channels, such as "suppliers.com" and direct-connect products.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "single-carrier distribution channels" and "suppliers.com" Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

10. All documents and communications related to the impact of metasearch projects such as Kayak and Google/ITA on airline ticket distribution.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

11. Documents sufficient to show the share of American bookings made through non-Sabre channels for the last 10 years and the percentage of yearly American bookings made through each such channel.

**RESPONSE:** American objects to this request as overly broad as to the timeframe. Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

12. Documents sufficient to show all costs of distribution of AA's tickets through non-Sabre channels, by channel, including AA's direct channels.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "non-Sabre channels." Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

13. Copies of all contracts American has had in the last ten years with travel agents or corporate travel customers, including amendments and supplements thereto.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

14. All documents and communications related to the negotiation and interpretation of American's contracts with travel agents or corporate travel customers, including the duration of the contracts and any incentives, including financial and non-financial remuneration, made by American.

**RESPONSE:** American objects to this request as unduly burdensome. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

15. Copies of all contracts American has had in the last ten years with any GDS other than Sabre, including amendments and supplements thereto.

**RESPONSE:** American objects to this request as unduly burdensome and irrelevant because American's contracts with other GDSs have no bearing on this dispute. American objects to this request to the extent it seeks confidential trade secret information. American objects to this request as overly broad as to the timeframe. Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

16. All documents and communications relating to the negotiation of American's contracts with Sabre and any other GDS over the last ten years.

**RESPONSE:** American objects to this request as unduly burdensome and irrelevant because American's contracts with other GDSs have no bearing on this dispute. American objects to this request to the extent it seeks confidential trade secret information. Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

17. All documents and communications related to any business plans, proposals, or strategies that involve charging GDSs and travel agents for access to American airfares.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

18. All documents and communications related to the cost to American of selling and booking tickets through Direct Connect, Farelogix, or any facilitator of Direct Connect.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "facilitator." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

19. All documents and communications related to the cost to travel agents of selling and booking tickets through the Sabre GDS, or any other GDS.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "costs." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

20. All documents and communications related to the cost to travel agents of selling and booking tickets through Direct Connect.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "costs." Subject to these objections and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

21. Copies of all presentations and draft presentations regarding American's Direct Connect Program, and all communications related thereto.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

22. All documents and communications related to the plans and policies regarding "ancillary fees" that American charges to its customers, including without limitation ticketing fees, baggage fees, reservation change fees, on-board food and services, seat selection fees, call center fees for reservations, and early boarding fees.

**RESPONSE:** American objects to this request as vague and ambiguous as to the meaning of "charges." Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

23. Documents sufficient to show American's sales by distribution method (i.e., through a GDS, direct connect, or other channel) expressed in terms of number of bookings, percentage of bookings, dollar value, and percentage of revenue for the last 10 years.

**RESPONSE:** American objects to this request as vague as to the meaning of "percentage of bookings." Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

24. All documents and communications discussing American's obligations to provide Full Content to Sabre under the Sabre PCA or Amended PCA or DCA Option.

**RESPONSE:** American objects to this request as irrelevant as to the Sabre PCA and DCA Option. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

25. All documents and communications related to the allegation in Paragraph 64 of American's Third Amended Petition, that "a Sabre Subscriber has not been able to price American's itineraries."

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

26. All documents and communications related to the allegation in Paragraph 64 of American's Third Amended Petition, that "Another Sabre Subscriber found certain American fares were unavailable in the Sabre GDS, even though there was availability."

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

27. All documents and communications related to the allegation in Paragraph 64 of American's Third Amended Petition, that "a customer specified itinerary did not return any American's [sic] flight, even though American had flights available on that route."

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

28. All documents and communications related to the April 4, 2011 memorandum of understanding between American and Expedia, referenced in Paragraph 67 of American's Third Amended Petition.

**RESPONSE:** American objects to this request as irrelevant. Subject to this objection and its Preliminary Statement and General Objections, American will produce documents responsive to this request.

29. All documents and communications regarding the ability of the Sabre GDS to offer the same services and content as American's Direct Connect product.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

30. All communications, presentations or other materials that American has had with or provided to travel agents, corporate travel customers or others regarding whether or not American will remain in the Sabre system, including any documents or communications discussing alternative booking mechanisms, such as Direct Connect.

**RESPONSE:** Subject to its Preliminary Statement and General Objections, American will produce documents responsive to this request.

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AMERICAN AIRLINES, INC.**

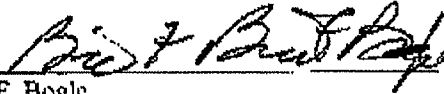
**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this document was served on all counsel of record listed below via hand delivery, email and/or certified mail, return receipt requested, on August \_\_, 2011.

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Bill F. Hogle

AMERICAN AIRLINES, INC.

Plaintiff and Counterclaim Defendant,

v.

SABRE INC.,  
SABRE HOLDINGS CORP., and  
SABRE TRAVEL INTERNATIONAL LTD.

Defendants and Counterclaim Plaintiffs.

IN THE JUDICIAL DISTRICT OF  
TARRANT COUNTY, TEXAS

67TH JUDICIAL DISTRICT

EMERGENCY  
FILED  
2011 AUG 12 9:45  
THOMAS A. WILDER  
CLERK  
DISTRICT

**EMERGENCY JOINT MOTION FOR ORDERS TO PROTECT TRADE SECRETS AND  
OTHER HIGHLY SENSITIVE, PROPRIETARY BUSINESS INFORMATION**

Pursuant to Rule 76a(5) and the Court's inherent power to protect trade secrets and other proprietary information, the parties respectfully request that the Court consider and enter such orders as are necessary to protect trade secret and other confidential and proprietary information that may be discussed or contained in evidence offered at the August 12, 2011 hearing on Sabre's special exceptions. As grounds therefore, the parties would show the Court as follows:

Prior to the commencement of discovery in this case, the parties recognized that trade secret and other similar information was likely to be in issue in this litigation. To assure protection of such material, the parties entered into a Confidentiality Stipulation governing "the handling of all documents, testimony and other information . . . given or filed during discovery and other proceedings in this action." On January 24, 2011 the Court entered the Stipulation as an Order of the Court.<sup>1</sup>

**Subsequently, the parties exchanged numerous trade secret and proprietary contracts, financial data, and other sensitive business documents.** For example, Sabre has produced to

<sup>1</sup> The parties subsequently recognized the need for even greater levels of confidentiality and executed an Amended Confidentiality Stipulation providing for a level of confidentiality that would prohibit disclosure to any but outside counsel, the Court, and court personnel. This stipulation was entered as an Order of the Court on August 8, 2011.





American copies of its agreements with travel agencies and other airlines. The terms of these agreements are confidential and proprietary to Sabre as well as to Sabre's business partners. Likewise, American has produced to Sabre copies of confidential business plans and financial data. In addition, the parties have exchanged confidential information about and sought discovery from third parties. Disclosure of this material would be harmful to each party's competitive position as well as that of their business partners.

The parties believe that their confidential information, as well as the confidential information of third parties, will be presented and discussed in detail at the August 12, 2011 hearing on Sabre's special exceptions. Both parties' briefs either reference or discuss documents identified by one or both parties as confidential and proprietary including the parties' confidential agreements and confidential internal company records. Without a temporary sealing order, these trade secret materials could be introduced and discussed in open court threatening immediate and irreparable harm.

Accordingly, the parties respectfully request that the Court, pursuant to Rule 76a and the Court's inherent power to protect trade secrets and other proprietary information, enter such orders as are necessary to temporarily seal those portions of the Court's records that may, as a result of the hearing on Sabre's special exceptions, contain confidential trade secret and proprietary business material belonging to the parties to this case as well as to third parties. Temporary sealing of these records is necessary because a specific, serious and substantial interest clearly outweighs the presumption of openness and any adverse effect that sealing could have upon the general public health or safety, and because no less restrictive means will adequately and effectively protect the specific interests asserted. Without such orders,

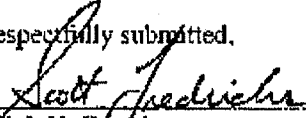
immediate and irreparable injury will result to Sabre and American before notice can be posted and a hearing held as contemplated by Rule 76a.

In addition, the parties and their attorneys agree to first approach the bench prior to discussing, offering or attempting to offer any exhibits or argument containing confidential information. This will allow the Court to enter such orders as are necessary to close the courtroom to the public and to exclude from the courtroom all persons other than Court personnel, the parties, and the parties' counsel who are permitted to view the particular confidential item or material to be offered or discussed. Unless those steps are taken, immediate and irreparable injury will result.

WHEREFORE, the parties urge the Court to enter such orders as are reasonable and necessary to protect their trade secrets and other highly sensitive business and proprietary information.

Dated August 11, 2011

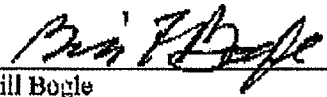
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*Attorneys for Plaintiff American Airlines, Inc.*


VERIFICATION

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

On this day personally appeared David Gross, who first being duly sworn, stated upon oath as follows: My name is David Gross. I currently serve as Sabre's Senior Vice President for Supplier Travel Distribution. I have read the foregoing factual statements. I am personally familiar with the information described in the motion that constitutes Sabre's trade secret or equivalent proprietary information. Immediate and irreparable injury would result to Sabre if that information were publicly disclosed.

  
\_\_\_\_\_  
DAVID GROSS

11<sup>th</sup> SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, on this day of August 2011.

  
\_\_\_\_\_  
Notary Public - State of Texas




**VERIFICATION**

**THE STATE OF TEXAS**  
**COUNTY OF TARRANT**

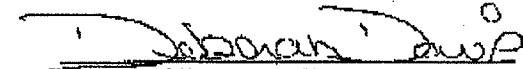
§  
§  
§

On this day personally appeared ROBERT WARR, who first being duly sworn, stated upon oath as follows: My name is ROBERT WARR I currently serve as American's ASSOCIATE GENERAL COUNSEL have read the foregoing factual statements. I am personally familiar with the information described in the motion that constitutes American's trade secret or equivalent proprietary information. Immediate and irreparable injury would result to American if that information were publicly disclosed.

  
\_\_\_\_\_  
[NAME HERE]

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, on this 11 day of August 2011.



  
\_\_\_\_\_  
Notary Public - State of Texas

**CERTIFICATE OF SERVICE**

This is to certify that on this 11 day of August 2011, a true and correct copy of the foregoing document was served on all counsel of record as follows:

**Via Hand Delivery and Via E-mail**

Bill Bogle  
Roland Johnson  
Harris, Finley & Bogle, P.C.  
777 Main Street, Suite 3600  
Fort Worth, TX 76102

**Via E-mail and CMRR**

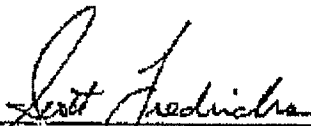
Mr. Paul Yetter  
Ms. Anna G. Roiman  
Yetter Coleman LLP  
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**Via Email and CMRR**

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\_\_\_\_\_  
SCOTT A. FREDRICKS

# Vinson & Elkins

Alden L. Atkins aatkins@velaw.com  
Tel 202.639.6613 Fax 202.879.8813

January 2, 2013

**By Email and First Class Mail**

George Fibbe  
Yetter Coleman LLP  
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Suite 3600  
Houston, TX 77010

Re: American Airlines v. Sabre, Travelport and Orbitz---Deposition Subpoena to Southwest Airlines

Dear George:

I am writing concerning the subpoena of American Airlines, Inc. ("American") dated December 21, 2012 (the "Subpoena") for testimony from Southwest Airlines ("Southwest"). As we discussed on Monday, December 31, Southwest is prepared to provide a witness to testify about the data that Southwest offered to produce in my letter dated December 21, but it objects to the topics of the Subpoena that seek highly confidential information about Southwest's business strategies. Specifically, Southwest objects to the Subpoena on the grounds set forth below.

Southwest objects to the definition of "Southwest Airlines Co." to the extent it would encompass AirTran Airways, Inc. ("AirTran"). AirTran followed a different distribution model than Southwest, and its model is not relevant to American's dispute with Travelport. Further, as I explained to you, the AirTran employees most knowledgeable about its distribution strategies and practices over time have departed the company after its acquisition by Southwest. As a result, the current employees have limited historical knowledge about AirTran, and we are uncertain whether a knowledgeable former AirTran employee would agree to testify. It would be unreasonably burdensome for Southwest to try to prepare a witness without personal knowledge to testify about AirTran's distribution practices covering a period of more than 10 years.

Southwest objects to the definition of "Direct Connect" as ambiguous and overbroad. As you know, there are a variety of systems available for airlines to distribute their tickets

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**EXHIBIT F**

**SWA App. 82**



and fare information, many of which bear little resemblance to the American Direct Connect system at issue in the litigation. For example, some systems refer users to Southwest's own web sites, and others use third party internet sites which access information from Southwest's reservations systems. It is not clear whether those systems fall within the definition of "Direct Connect," and if they do, they are not relevant to the operability or acceptance of American's very different systems.

Southwest objects to the Relevant Time Period of January 1, 2001 to present as overbroad and unreasonably burdensome. Your document Subpoena only sought documents from April 12, 2007, which we understand corresponds to the relevant time period for your lawsuit. It would be unreasonably burdensome to try to prepare a Southwest witness to testify in detail about the deposition topics for a time span exceeding ten years.

Southwest objects to all of the topics of the Subpoena to the extent that they seek highly confidential and trade secret information. The information is not necessary for American's litigation against Travelport. Further, as we have explained, the Protective Order does not provide adequate protections for Southwest's confidential information.

Southwest objects to Topic 1 as not reasonably calculated to lead to the discovery of admissible evidence and as seeking highly confidential and trade secret information. Because the Southwest distribution and reservation systems use different technologies than the Direct Connect that American has tried to implement, the technological capability of Southwest's systems would shed no light on the technological capability of American's system.

Southwest objects to Topic 2 as ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking highly confidential and trade secret information. It is ambiguous because Southwest often does not know whether a particular traveler is traveling on business, pleasure or a combination thereof. It is also ambiguous because Southwest distributes to business travelers through a variety of means, including through systems that may or may not fall within the ambiguous definition of "Direct Connect." It is not relevant because Southwest follows very different strategies than American to distribute to business travelers, and Southwest's strategies are highly confidential. They would shed no light on American's strategies and practices and whether Travelport has frustrated them.

Southwest objects to Topic 3 as ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking highly confidential and trade secret information. The phrase “unbundled products” is ambiguous. Southwest further objects because its communications with GDSs about a “Direct Connect initiative” is not relevant to American’s efforts to implement its own very different Direct Connect system.

Southwest objects to Topic 4 as not reasonably calculated to lead to the discovery of admissible evidence and as seeking highly confidential and trade secret information. Southwest’s internal analyses for purposes of its business model is not relevant to analyze what American could do with different GDS contract terms for its very different distribution model. Further, Southwest’s internal analyses about its distribution strategy, including its use of GDSs, is extremely confidential, proprietary and contains trade secrets.

Southwest objects to Topic 6 as unreasonably burdensome. Southwest is prepared to provide data about ticket sales. However, Southwest often does not know whether a particular ticket is for business travel, personal travel or a combination of the two. Further, Southwest does not routinely keep information about its revenues from business travelers relative to other airlines and has no way of knowing the amount of revenue from business travelers of its competitors.

Southwest objects to Topic 7 on the same grounds raised in its objections to American’s Subpoena for documents dated July 6, 2011.

For Topic 8, Southwest is willing to produce its agreements with Travelport and Sabre, and to provide a witness to testify about those agreements. Southwest objects, however, to the phrase “the parties’ performance thereunder” as ambiguous and overbroad. To the extent that this topic may be seeking information about Southwest’s strategies, Southwest objects to the topic as not reasonably calculated to lead to the discovery of admissible evidence and as seeking highly confidential and trade secret information.

Southwest objects to Topic 9 as ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking highly confidential and trade secret information. The phrase “commercial aspects” is ambiguous. Further, the Southwest distribution channels that may fall within the ambiguous definition of “Direct Connect” are very different from American’s Direct Connect and are therefore not relevant.

Southwest objects to Topic 10 as ambiguous, not reasonably calculated to lead to the discovery of admissible evidence, and as seeking highly confidential and trade secret information. The phrase "technological aspects" is ambiguous. Further, Southwest's reservation system uses different technology than American's system. Therefore, the "technological aspects" of programming Southwest's reservation system to communicate with Travelport's API is not relevant to this dispute.

Southwest reserves the right to raise additional objections to the extent (1) American may interpret the topics more broadly than Southwest understands them or (2) American may seek discovery of information beyond the topics of the Subpoena.

Sincerely yours,



Alden L. Atkins

cc: Stacy Cozad