

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

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

SECOND AMENDED STIPULATED PROTECTIVE ORDER

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

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

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

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

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

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

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

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

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

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

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

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

“CONFIDENTIAL (No. 4:11-cv-244-Y)”

or

“OUTSIDE ATTORNEYS’ EYES ONLY (No. 4:11-cv-244-Y)”

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

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

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

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

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

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

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

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

all the parties, and after an opportunity to be heard by counsel for the Supplying Party, orders such disclosure.

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

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

- (a) Outside counsel for the Plaintiff and the Defendants whose lawyers have filed appearances in this Proceeding (specifically excluding in-house counsel), including their attorneys, paralegals, investigators, stenographic and clerical employees; the personnel supplied by any independent contractor (including litigation support service personnel or attorneys and paralegals assisting in document review) with whom such attorneys work in connection with the Proceeding;
- (b) Any outside consultant or expert who retained in connection with this Proceeding and to whom it is necessary to disclose Outside Attorneys' Eyes Only Information for the purpose of assisting in, or consulting with

respect to, the prosecution or defense of this Proceeding, and who signs the document attached hereto as Exhibit A, agreeing to be bound to the terms of this Protective Order;

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

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

14. Persons having knowledge of Outside Attorneys’ Eyes Only Information by virtue of the disclosure of such information by a Supplying Party in discovery in this Proceeding shall use that Outside Attorneys’ Eyes Only Information only in connection with the prosecution or appeal of the Proceeding, and shall neither use such Outside Attorneys’ Eyes Only Information for any other purpose nor disclose such Outside Attorneys’ Eyes Only Information to any person who is not identified in paragraph 12 of this Protective Order. The parties agree that Outside

Attorneys' Eyes Only Information can be used in any other proceeding in which a protective order agreed to by the parties is in place, with the written permission of the Supplying Party, which permission shall not be unreasonably withheld. In the event that permission to use Confidential Information is not given by the Supplying Party, the Receiving Party may petition the Court for relief.

15. Prior to the disclosure of any Designated Material to any person identified in paragraphs 8 (b), (c), (e), (g) or (h) or 12 (b) or (c), such person shall be provided with a copy of this Protective Order, which he or she shall read and upon reading shall sign a Certification, in the form attached hereto as Exhibit A, acknowledging that he or she has read this Protective Order and shall abide by its terms. Counsel for the party seeking to disclose Designated Material to any person identified in paragraphs 8(b) or (g) or 12(c) shall then serve all other parties in this Proceeding with a copy of the executed Certification. Counsel for the party seeking to disclose Designated Material to any person identified in paragraphs 8(e) or (h), or any person identified in paragraphs 8(c) or 12(b) other than the parties' outside economists, shall then serve all other parties in this Proceeding with a copy of the executed Certification and shall refrain from disclosing Designated Material for one business day, during which time the other parties may raise objections. If such an objection is raised, counsel for the party seeking to disclose Designated Material shall not do so until the matter is resolved by the Court. Failure to raise an objection within 24 hours does not waive the right of a party to lodge an objection at a later date and seek relief from the Court. Executed Certifications signed by outside economists shall be maintained by the party retaining them, but need not be served on the other parties. Persons who come into contact with Designated Material for clerical, administrative, paralegal, stenographic or court reporting purposes are not required to execute acknowledgements.

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

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

Party's designation of the material unless and until differing treatment is directed pursuant to order of the Court.

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

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

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

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

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

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

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

24. Upon the conclusion of the Proceeding, including any appeal related thereto, at the written request and option of the Supplying Party, within thirty (30) calendar days of such request any person or entity having custody or control of Designated Material or of recordings,

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

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

26. If Designated Material is disclosed to any person other than in the manner authorized by this Protective Order, the party responsible for the disclosure shall within two (2) business days after learning of such disclosure, inform the Supplying Party of all pertinent facts relating to such disclosure and shall make every effort to prevent disclosure by each unauthorized person who received such information.

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

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

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

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

28. Subject to the applicable rules of evidence, Designated Material may be offered in evidence at trial or any court hearing, provided that the party offering Designated Material (“the Offering Party”) provides reasonable notice to the Supplying Party. Any party or third party may move the Court for an order that evidence, including documents and testimony, be received in camera or under other conditions to prevent unnecessary disclosure of Confidential or Outside Attorneys’ Eyes Only Information. Prior to trial or to a hearing in open court, the Court may determine what protection, if any, will be afforded to such information at the trial or hearing. In

the event the Offering Party cannot practicably provide notice to the Supplying Party, the Offering Party shall, prior to offering in evidence any Designated Material, move the Court for an order that evidence, including documents and testimony, be received in camera or under other conditions to prevent unnecessary disclosure of Confidential or Outside Attorneys' Eyes Only Information.

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

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

produced by a Supplying Party except as provided by the terms of this Protective Order. If a Supplying Party knowingly discloses its own Confidential Information or Outside Attorneys' Eyes Only Information in a public or non-redacted pleading filed in the Court's public record or in a publication disseminated to the general public, the Supplying Party shall be deemed thereby to have consented to the removal of that designation with respect to the information disclosed.

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

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

SIGNED July 16, 2012.



TERRY R. MEANS
UNITED STATES DISTRICT JUDGE

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Exhibit A

AMERICAN AIRLINES, INC.

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VS.

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

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TRAVELPORT LIMITED, et al.

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

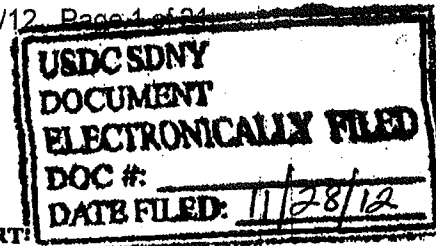
I hereby agree to be fully bound by the Order and further agree to submit to the jurisdiction of the District Court for purposes of enforcement of the Order. I certify that I will not use any information disclosed to me under the terms of this Order other than for the purposes described in the Order.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

Dated: _____

Signature: _____

Printed Name and Title:

Business Address:



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

US AIRWAYS, INC.,

Plaintiff,

v.

SABRE HOLDINGS CORP., SABRE INC.,
and SABRE TRAVEL INT'L LTD.,

Defendants.

Civ. A. No. 1:11-cv-02725-MGC

ECF Case

AMENDED STIPULATION AND PROPOSED PROTECTIVE ORDER

Upon stipulation and agreement of the parties, through their undersigned counsel of record, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, IT IS HEREBY ORDERED upon a finding of good cause that the following terms and conditions shall govern the disclosure and use of confidential information in this litigation:

DEFINITIONS GENERALLY

1. As used in this Order, the term "Action" shall mean the above-captioned litigation between US Airways, Inc. ("US Airways") and Sabre Holdings Corp., Sabre Inc., and Sabre Travel Int'l Ltd. (collectively, "Sabre").
2. As used in this Order, the term "party" shall mean all named parties, including any named party added or joined.
3. As used in this Order, the term "non-party" shall mean any individual, corporation, association, or other natural person or entity that is not a named party to the Action.

4. This Order shall govern all documents, materials and information disclosed during the course of this litigation in any form (including, but not limited to, documents, materials and information produced by a party or non-party, disclosed through testimony, or contained in pleadings, briefs, or other documents filed with the Court) for purposes of discovery or otherwise. The term "documents" as used herein is intended to be comprehensive and includes any and all materials in the broadest sense contemplated by Rule 34 of the Federal Rules of Civil Procedure, and shall include all written, oral, recorded, or graphic material, however produced or reproduced, including, but not limited to: all written or printed matter of any kind, including the originals and all non-identical copies thereof, whether different from the originals by reason of any notation made on such copies or otherwise; electronically stored data, software, other computer data, including, but not limited to, information stored in a computer at any time; all graphic or manual records or representations of any kind, including, but not limited to, photographs, microfiche, microfilm, videotape, records, and motion pictures; electronic, mechanical, or electric records or representations of any kind, including, but not limited to, cassettes, discs, magnetic cards and recordings, optical and other media; and all drafts, alterations, modifications, changes, and amendments to any of the foregoing.

CATEGORIES OF PROTECTED MATERIAL

5. As used in this Order, the term "Confidential Material" means any document, material or information supplied in any form, or any portion thereof, which contains confidential or proprietary business, commercial, research, personnel, process, product or financial information of the producing party or non-party, and which is denominated as Confidential Material for purposes of the Action. A denomination by a party or non-party of "Confidential Material" shall constitute a representation to the Court that such party or non-party believes in

good faith that the information constitutes Confidential Material. The parties and non-parties shall make a good faith effort to denominate information only as needed. A party or non-party denominating information as Confidential Material shall mark each page of the document containing such material as "Confidential" or, if only certain pages or information are being so designated, that information or those pages as "Confidential." Alternatively, a party or non-party may designate information as Confidential Material by indicating in a writing served to all counsel of record the page range or Bates-stamp range or otherwise identifying the materials in a readily ascertainable manner.

As used in this Order, the term "Outside Attorneys' Eyes Only Material" means any document, material or information supplied in any form, or any portion thereof, which a party or non-party reasonably believes to be so highly sensitive that: (i) it is the subject of reasonable efforts to maintain its secrecy; (ii) it is sufficiently valuable and secret to afford a potential or actual advantage over others; (iii) its disclosure to existing or potential business competitors or customers would cause material injury to the business, commercial, competitive or financial interests of such producing party or non-party; and (iv) it is denominated as "Outside Attorneys' Eyes Only Material" for purposes of this litigation. By way of example, and not limitation, Outside Attorneys' Eyes Only Material includes: strategic planning information; board materials and presentations; customer lists and information; negotiation strategies; proprietary software or systems; proprietary edits or customizations to software; proprietary process and product information; and margin, cost, and pricing information. If required by applicable privacy law, Outside Attorneys' Eyes Only Material shall also mean personnel files that are denominated as such for purposes of the Action. A denomination by a party or non-party of Outside Attorneys' Eyes Only Material shall constitute a representation to the Court that counsel believes in good

faith that the information constitutes Outside Attorneys' Eyes Only Material. The parties and non-parties shall make a good faith effort to denominate information only as needed. A party or non-party denominating information as Outside Attorneys' Eyes Only Material shall mark each page of the document containing such material as "Outside Attorneys' Eyes Only" or, if only certain pages or information are being so designated, that information or those pages as "Outside Attorneys' Eyes Only." Any information or documents denominated or marked as "Confidential-Outside Counsel's Eyes Only" or "Highly Confidential" will be deemed as being denominated or marked as "Outside Attorneys' Eyes Only" and will be treated as such under this Order.

6. "Confidential Material" and "Outside Attorneys' Eyes Only Material," may be collectively referred to herein as "Protected Material."

GENERAL PROVISIONS

7. **Production for Inspection Purposes Only.** Notwithstanding the provisions of Paragraphs 5 and 6, in the event that a party or non-party provides documents, materials or information for inspection only, no marking need be made by the producing party or non-party in advance of the initial inspection, and the following procedures shall apply:

a) The producing party or non-party shall not be considered to have waived the status as Confidential Material or Outside Attorneys' Eyes Only Material of documents, materials or information made available during such an initial inspection but not chosen by the inspecting party for copying; and

b) Thereafter, upon selection of specified documents, materials or information for copying by the inspecting party, the producing party or non-party shall, within twenty-one (21) days (or such longer period as may be agreed upon by the parties or ordered by the Court), and prior to providing copies of the selected documents,

materials or information to the requesting party, mark each page as may contain Confidential Material or Outside Attorneys' Eyes Only Material in accordance with this Order.

8. **Depositions.** From the date of a deposition until fifteen (15) business days after receipt of a final deposition transcript, such transcript shall be deemed Outside Attorneys' Eyes Only Material in accordance with this Order. Absent a timely designation of some or all of the final transcript as Confidential or Outside Attorneys' Eyes Only, this presumptive designation shall lapse. The designation by a party or non-party of a transcript, exhibit or videotape as Confidential Material or Outside Attorneys' Eyes Only Material shall be either made on the record at the time of the deposition or made in writing and served upon counsel of record. Any portion of a transcript, exhibit, or videotape designated as Confidential Material or Outside Attorneys' Eyes Only Material shall thereafter be treated in accordance with this Order. Any designation of a portion of a transcript shall be treated as a designation of the corresponding portion of the video, and vice-versa.

a) Subject to the terms of this Order and the Federal Rules of Civil Procedure, any party may use Confidential Material in the course of a deposition provided that, prior to any examination of a witness at a deposition concerning any such Confidential Material, the witness and court reporters are furnished with a copy of this Protective Order and shall execute the Acknowledgment of Protective Order attached as Exhibit A. Counsel for each party representing a deposition witness shall have responsibility for supplying this Protective Order to that witness before the deposition and attempting to obtain their execution of the Acknowledgment.

b) In addition, any party may use Outside Attorneys' Eyes Only Material in an examination of a witness at a deposition, provided that prior to any examination of a witness at a deposition concerning any such Outside Attorneys' Eyes Only Material, the witness and court reporters are furnished with a copy of this Protective Order and shall execute the Acknowledgment of Protective Order attached as Exhibit A and provided that (i) the witness is an author, addressee, recipient, or source of the Outside Attorneys' Eyes Only Material; or (ii) the witness is a current or former employee of the producing party or non-party and has or had lawful access to the specific document containing the Outside Attorneys' Eyes Only Material to be disclosed; or (iii) the witness is likely to have had knowledge of the Outside Attorneys' Eyes Only Material to be disclosed; or (iv) the witness or conduct of the witness is referenced or discussed in the Outside Attorneys' Eyes Only Material; or (v) the witness is one of the persons identified in Paragraph 11(c) below. Absent any of these circumstances, the party wishing to use Outside Attorneys' Eyes Only Material in an examination of a witness must obtain consent from the producing party or entity and such consent may not be unreasonably withheld. If the parties cannot agree on whether a party may use Outside Attorneys' Eyes Only Material in an examination of a witness not otherwise permitted under this Paragraph, then the Court shall be asked to resolve the dispute.

c) Witnesses not represented by a party's counsel shall be provided with a copy of this Order at the start of the examination, and shall be advised on the record that he or she is subject to sanctions for violating the terms of this Order. If a witness refuses to execute a copy of the Acknowledgment of Protective Order, the admonition in the preceding sentence shall serve as a substitute for the execution of the Acknowledgment.

and shall be sufficient to allow for examination of the witness as to Confidential or Outside Attorneys' Eyes Only Material.

9. **Objections to Designation or Treatment.** A party may at any time, in good faith, object to the designation of any document or specific information as Confidential Material or Outside Attorneys' Eyes Only Material by stating its objection in writing, which specifies (by Bates numbers) the document or information challenged (or, where appropriate, by reasonably defined categories of documents or information challenged) and includes a statement of the legal or factual basis for each objection, to the party or non-party making the designation, and it shall make a good faith effort to resolve the dispute with counsel for the party or non-party so designating the document or information. If the parties cannot reach agreement as to the designation, the receiving party or objector may move the Court for an order determining whether such document is Confidential Material or Outside Attorneys' Eyes Only Material. Unless applicable law differs, the designating party or non-party shall bear the burden of persuading the Court that the designated material is either Confidential or Outside Attorneys' Eyes Only Material as defined above.

Protected Material shall not be entitled to a Confidential or Outside Attorneys' Eyes Only designation where: (a) the receiving party or objector demonstrates that such material was in the public domain at the time of, or has become public since, its designation; or (b) the receiving party or objector demonstrates that it legally obtained such material from a source other than the producing party, and such material was obtained without any limitations on its use or disclosure. Nothing in this Order precludes any party from challenging a confidentiality designation on any other ground.

DISCLOSURE OF PROTECTED MATERIAL

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10. **Confidential Material.** Except as provided in Paragraphs 10(j), 12 and 25 below, Confidential Material may be disclosed only to:

a) the parties' counsel who have made an appearance in the Action and their partners, associates, paralegals, and clerical and support personnel (including outside vendors) who are working under the direct supervision of counsel and who are directly involved in or assisting in this litigation;

b) the Court and all persons assisting the Court in the Action, including special masters, mediators, court reporters taking testimony involving such information, and necessary stenographic and clerical personnel thereof;

c) persons retained as consultants or experts by any party for the purposes of this litigation and principals and employees of the firms with which consultants or experts are associated and who are directly involved and assisting in this litigation (but excluding any consultants or experts known to be regularly employed or engaged by a current or prospective competitor of the party or non-party that denominated the material);

d) persons other than consultants or experts who are retained to provide purely administrative assistance to counsel for any party for the purpose of the Action, including litigation support services and outside copying services;

e) persons whom the Confidential Material itself indicates, or the receiving party otherwise has reason to believe, were the author, addressee, source or recipient of the document;

f) any person noticed or called to testify as a witness at a deposition, hearing, mediation, trial, or other proceeding in the Action, and for the purpose of assisting in the

preparation or examination of the witness, provided that the requirements of Paragraph 8(a) have been satisfied;

g) up to two (2) members of each party's respective in-house legal staff, who are assisting in the prosecution or defense of this action; these individuals shall be designated in writing and shall agree not to participate in negotiations of commercial agreements between the parties on behalf of their respective clients during the pendency of this litigation (including appeals) and for two (2) years thereafter;

h) any other person hereafter designated by written stipulation of the parties or by further order of the Court;

i) any person to whom the producing party agrees in writing disclosure may be made;

j) Before any Confidential Material is disclosed to the persons identified above in Paragraphs 10(c)-(i), such persons shall be provided with a copy of this Protective Order and shall execute the Acknowledgment of Protective Order attached as Exhibit A. Outside counsel shall retain the original copies of executed Acknowledgment forms and need not disclose who has executed them during the course of this Action, unless a dispute arises as to the dissemination of Protected Material to persons other than those identified as authorized under this Order.

11. **Outside Attorneys' Eyes Only Material.** Except as provided in Paragraphs 12, 13, and 26 below, and only as provided in 11(i), Outside Attorneys' Eyes Only Material may be disclosed only to:

a) The parties' Counsel of Record, which shall mean the parties' outside counsel who have filed a Notice of Appearance on behalf of a party in the Action (and

the partners, associates, paralegals, and clerical and support personnel (including outside vendors) working under the direct supervision of such counsel and are directly involved in or assisting in this litigation), provided, however, that such counsel do not regularly participate in the commercial business activities of the party;

b) the Court and all persons assisting the Court in the Action, including special masters, mediators, court reporters taking testimony involving such information, and necessary stenographic and clerical personnel thereof;

c) persons retained as consultants or experts by any party for the purposes of this litigation and principals and employees of the firms with which consultants or experts are associated and who are directly involved and assisting in this litigation (but excluding any consultants or experts known to be regularly employed or engaged by a current or prospective competitor of the party or non-party that denominated the material);

d) persons other than consultants or experts who are retained to provide purely administrative assistance to counsel for any party for the purpose of the Action, including litigation support services and outside copying services;

e) persons whom the Outside Attorneys' Eyes Only Material itself indicates, or the receiving party otherwise has reason to believe, were the author, addressee, source or recipient of the document;

f) an In-House Designee as defined in Paragraph 12 below and only on the conditions specified in Paragraph 12;

g) any other person hereafter designated by written stipulation of the parties or by further order of the Court;

h) any person to whom the producing party agrees in writing disclosure may be made.

i) Before any Outside Attorneys' Eyes Only Material is disclosed to the persons identified above in Paragraphs 11(c)-(h), such persons shall be provided with a copy of this Protective Order and shall execute the Acknowledgment of Protective Order attached as Exhibit A. Outside Counsel shall retain the original copies of executed Acknowledgment forms and need not disclose who has executed them during the course of this Action, unless a dispute arises as to the dissemination of Protected Material to persons other than those identified as authorized under this Order.

j) A receiving party may believe that it must show certain limited pieces of information marked "Outside Attorneys' Eyes Only" by a producing party to its clients, beyond the In-House Designee as specified in Paragraph 12 below, to adequately prepare its case for trial. If a receiving party believes that information falls within this category, it shall identify the information to the producing party with specificity and disclose the additional in-house personnel to whom it wishes to disclose the information. The producing party will provide a good faith response concerning its willingness (or lack of willingness) to permit the information to be shown to the disclosed in-house personnel within five (5) business days. If the producing party is unwilling to permit the receiving party to show the information to the receiving party's clients, the receiving party may then raise the matter with the Court.

12. Each of US Airways and Sabre may designate one in-house litigation counsel, not engaged in negotiating agreements with the other party or counseling business executives concerning such negotiations ("In-House Designee"). Each "In-House Designee" shall be

permitted freely to discuss Outside Attorneys' Eyes Only Material with outside counsel, under the following conditions:

- a) Each In-House Designee shall be provided with a copy of this Protective Order and shall execute the Acknowledgment of Protective Order attached as Exhibit A before gaining access to any Attorney's Eyes Only Material under Paragraph 12;
- b) The In-House Designees shall not share the contents of any Outside Attorneys' Eyes Only Material they are shown by outside counsel with anyone other than those permitted under this Order;
- c) The In-House Designees shall not take verbatim or near verbatim notes of the content of any Outside Attorneys' Eyes Only Material;
- d) The In-House Designees shall only review Outside Attorneys' Eyes Only Material at their respective outside counsel's offices or at other non-party facilities;
- e) The In-House Designees shall not be given copies in any format of any Outside Attorneys' Eyes Only Material;
- f) The In-House Designees shall not participate in the negotiation of commercial agreements between the parties during the pendency of this lawsuit (including appeals) and for two (2) years thereafter.

US Airways designates Paul Jones as its In-House Designee. Sabre designates Camille Penniman as its designee. Each side may change its In-House Designee by serving written notice of such change on the undersigned counsel of record the other side, with such change to take effect 21 calendar days after such service. If one side objects to the other side's designation of a new In-House Designee, it will inform the designating party in writing of its objection and the bases therefore. The parties will endeavor in good faith to resolve any such objection, but if

the parties are unable to reach resolution within 21 days following service of the notice of new designation, the objecting party may apply to the Court for appropriate relief. No Attorneys' Eyes Only Material shall be disclosed to the new In-House Designee under this Paragraph 12 before final resolution of such application.

13. Notwithstanding any other provision of this Order, nothing in this Order shall limit the ability of any party or non-party to disclose to any person Confidential Material or Outside Attorneys' Eyes Only Material produced or designated by such party or non-party, or that is a business record of such party or non-party.

14. In the event a receiving party desires to use Confidential Material and/or Outside Attorneys' Eyes Only Material produced by a producing party for the purposes of another litigation not part of this Action, the parties shall confer and attempt to agree on the procedures under which Confidential or Outside Attorneys' Eyes Only Material may be used for that purpose. The parties agree to meet and confer on this issue within 30 days after the receiving party provides notice to the producing party of the documents or categories of documents the receiving party seeks to use. The parties shall in good faith attempt to coordinate discovery to advance the just and efficient conduct of this Action and any other litigation in which a receiving party seeks to use documents produced pursuant to this Protective Order. If the parties are unable to come to agreement on coordination of any overlapping discovery between this Action and any other litigation, the parties may seek relief from any court of competent jurisdiction and until such court rules on the relief sought, the Confidential Material and Outside Attorneys' Eyes Only Material shall be used by the receiving party or any non-party or person who executes acknowledgment of Protective Order attached as Exhibit A only for purposes of the above-

captioned litigation (including any settlement negotiations, or mediation) and for no other purpose.

15. All persons authorized by this Stipulation and Protective Order to receive Confidential Material and/or Outside Attorneys' Eyes Only Material shall maintain such information as confidential consistent with the terms of this Order and shall agree to be bound by its terms. Accordingly, except as provided in Paragraph 13, no person, firm, corporation, or other entity shall use, disclose, make available, or otherwise communicate Confidential Material or Outside Attorneys' Eyes Only Material in any manner whatsoever except for purposes of the Action, and then only in a manner consistent with this Order. A party's or non-party's use for any purpose of its own documents and information which it produces or discloses in the Action shall not be considered a violation of this Order. All Outside Attorneys' Eyes Only Material (including any summaries, abstracts, or other related information that includes, discusses, summarizes, or refers to any Outside Attorneys' Eyes Only Material or information) shall be kept in a secure location that is under the control of a person authorized by this Order to receive such information.

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

USE OF PROTECTED MATERIAL BY A PARTY IN THIS ACTION

17. In the event a party wishes to use Protected Material:

a) in any affidavits, briefs, memoranda of law, exhibits to motions, or other papers filed in Court in the Action, a party shall redact such filings for Confidential Material or Outside Attorneys' Eyes Only Material, with unredacted versions filed under seal;

b) in hearings, oral arguments, or other appearances in court in the Action, the parties shall confer and attempt to agree before any trial or other hearing on the procedures under which Confidential or Outside Attorneys' Eyes Only Material may be introduced into evidence or otherwise used at such trial or hearing. Upon reaching agreement, the parties shall give notice of the terms of such agreement to each non-party producing any Confidential or Outside Attorneys' Eyes Only Material which may be used or introduced at such trial or hearing. Absent agreement, the Court shall be asked to issue an order governing the use of such Confidential and Outside Attorneys' Eyes Only Material at trial or hearing upon reasonable notice to all parties and non-parties who have produced such Material.

REQUEST FOR CURE OF UNAUTHORIZED DISCLOSURES

18. Any party or non-party (or counsel to any party or non-party) who becomes aware of any unauthorized disclosure of Protected Material or any breach of this Order shall promptly give notice to the party or non-party that produced or supplied the Protected Material of such circumstances, including a reasonable description of the circumstances that led to the unauthorized disclosure. Upon such notice, the party or non-party that produced or supplied the Protected Material may seek such other relief as is appropriate. In any event, the party or non-party that made the unauthorized disclosure shall immediately take all reasonable steps to cure

the unauthorized disclosure (by, *inter alia*, retrieving such information) and shall make every effort to prevent further disclosure.

SUBPOENAS COMMANDING PRODUCTION OF PROTECTED MATERIALS

19. If any party has obtained Confidential or Outside Attorneys' Eyes Only Material under the terms of this Order and receives a subpoena, civil investigative demand or other compulsory process commanding the production of such Confidential or Outside Attorneys' Eyes Only Material, such party shall notify the counsel of record for the producing party or non-party, in writing (and by fax or e-mail, if possible) immediately, and in no event later than ten (10) business days following the discovery that the subpoena or process order calls for Confidential or Outside Attorneys' Eyes Only Material. Within ten (10) business days of receipt of notification, the producing party or non-party shall inform the subpoenaed party either that it does not object to production of the Confidential or Outside Attorneys' Eyes Only Material or that it will seek court protection to prevent the production. If the producing party or non-party fails to provide the subpoenaed party with a response, the subpoenaed party may produce the Confidential or Outside Attorneys' Eyes Only Material after ten (10) business days following the subpoenaed party's notification of the subpoena to the producing party or non-party. In the event the producing party or non-party informs the subpoenaed party that it will seek court protection to prevent the production, the subpoenaed party shall not produce any Confidential or Outside Attorneys' Eyes Only Material without the prior written consent of the producing party or non-party unless required by an order of a court of competent jurisdiction. The producing party or non-party who has designated materials Confidential or Outside Attorneys' Eyes Only shall bear the burden and expense of seeking protection for its Protected Material.

PRODUCTION OF PROTECTED MATERIAL WITHOUT DESIGNATION

20. The production of Protected Material without a designation as Confidential Material or Outside Attorneys' Eyes Only Material, as the case may be, shall not be deemed a waiver or impairment of any claim of protection of the confidential nature of any such material. Upon a party or non-party's discovery that its information was not correctly designated, that party or non-party shall provide notice to the other litigants that the information was inappropriately designated. The producing party or non-party shall then have seven (7) business days in which to re-designate the information. Additionally, upon notice that any Confidential Material or Outside Attorneys' Eyes Only Material has not been appropriately so denominated, and should be redesignated as Confidential Material or Outside Attorneys' Eyes Only Material, the party receiving such notice shall make a reasonable, good faith effort to ensure that any analyses, memoranda or notes that were generated based upon such material before its redesignation shall immediately be treated in conformity with any such redesignation.

PRODUCTION OF PRIVILEGED MATERIAL

21. If a producing party or non-party notifies any other party that it inadvertently disclosed documents, testimony, information and/or things that are protected from disclosure under the attorney-client privilege, work product doctrine, and/or any other applicable privilege, protection or immunity ("privileged material"), or the receiving party discovers such disclosure, the disclosure shall not be deemed a waiver in whole or in part of the applicable privilege or protection, either as to the specific material or information disclosed or as to any other material or information relating thereto or on the same or related subject matter. Upon discovery by a party or non-party that it has produced privileged material, that party or non-party shall promptly notify all parties of such production. A party or non-party may request the return of any privileged material pursuant to Federal Rule of Civil Procedure 26(b)(5)(B) by identifying the

information produced and stating the basis for withholding such information from production. If a party or non-party requests the return, pursuant to this Paragraph, of any privileged material then in the custody of another party or non-party, the possessing person or entity shall, within five (5) business days, return the privileged material (and all copies thereof) to the party or non-party who produced or supplied it and shall expunge from any other document or material information reflecting the contents of the privileged material. A party returning such material may then, if appropriate, move the Court for an Order compelling the production of the material provided; however, the returning party may not challenge the privilege, protection or immunity claim by arguing that the disclosure waived the privilege, protection or immunity and may not use the documents, testimony, information and/or things for any other purpose whatsoever until the Court has determined that the document is not privileged or otherwise protected.

MISCELLANEOUS PROVISIONS

22. Nothing contained in this Order shall be construed as an admission that any document or information, or any testimony relating to such document or information, is or would be admissible in evidence in this case or in any other proceeding.

23. Nothing contained in this Order shall affect the rights of the parties or non-parties to object to discovery, nor shall it relieve a party or non-party of its obligation to properly respond or object to discovery requests, nor shall it preclude any party or non-party from seeking further relief or protective orders from the Court as may be appropriate under the Federal Rules of Civil Procedure.

24. The parties to the Action reserve all rights to apply to the Court for any order modifying this Order, seeking greater access to Protected Materials than those provided by

Paragraphs 10, 11 and 12 above. Nothing in this Paragraph shall affect a party's right to object to disclosure of Protected Material to in-house counsel of another party.

25. Nothing contained in this Order shall affect the ability of the parties to alter the time periods set forth in this Order by agreement.

26. Any person requiring further confidentiality protection may petition the Court for a separate order governing disclosure of its information.

27. When serving subpoenas on non-parties, a copy of this Order (including Exhibit A) shall be included with the subpoena, and the subpoena shall expressly incorporate by reference the terms of this Order.

28. The provisions of this Order shall survive the conclusion of the Action.

COMPLETION OF LITIGATION

29. Within ninety (90) days after the resolution of the Action (including resolution of all appellate proceedings), all documents and copies of all documents (other than exhibits of record) produced or supplied by a party or non-party which contain Protected Material shall be either returned to the party or non-party who produced or supplied the Protected Material, as the case may be, or destroyed. Upon request of the party who produced or supplied the Protected Material, all counsel of record who received such documents shall certify compliance herewith and shall deliver the same to counsel for the party who produced or supplied the Protected Material not more than ninety (90) days after the final resolution of the Action (including resolution of all appellate proceedings).

30. This Stipulation and Protective Order may be signed in counterparts.

Dated August 3, 2012

By: 
Andrew J. Frackman

By: 
Leo Dassin

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Counsel for Defendant Sabre Inc., Sabre Holdings Corporation, and Sabre Travel Int'l Ltd. d/b/a Sabre Travel Network

So ordered subject to modification by the Court as the interests of justice may require, this 27th day of November 2012.

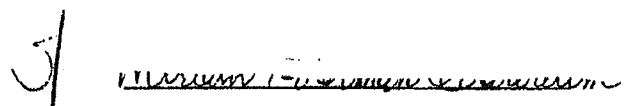

HON. MIRIAM G. CEDARBAUM
UNITED STATES DISTRICT JUDGE

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

U.S. Airways, Inc.,

Plaintiff,

v.

Sabre Holdings Corp., Sabre Inc., and Sabre
Travel Int'l Ltd.,

Defendants.

Civ. A. No. 1:11-cv-02725-MGC

ECF Case

ACKNOWLEDGMENT OF PROTECTIVE ORDER

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE PROTECTIVE ORDER DATED _____
("ORDER").

I FURTHER CERTIFY THAT I HAVE READ OR AM OTHERWISE FAMILIAR WITH AND
UNDERSTAND THE CONTENTS OF THIS ORDER.

I UNDERSTAND AND AGREE TO COMPLY WITH THE STANDARDS AND PROCEDURES WHICH ARE SET
FORTH IN THE ORDER. I UNDERSTAND THAT COMPLIANCE WITH THESE STANDARDS AND PROCEDURES IS A
CONDITION OF RECEIPT OF CONFIDENTIAL MATERIAL OR OUTSIDE ATTORNEYS' EYES ONLY MATERIAL
AND THAT A FAILURE TO COMPLY MAY CONSTITUTE CONTEMPT OF THE COURT AND/OR A VIOLATION OF
APPLICABLE LAWS. I AGREE TO CONSENT TO JURISDICTION OF THIS COURT FOR THE PURPOSE OF
ENFORCING THIS PROTECTIVE ORDER.

NAME (PLEASE PRINT)

ADDRESS

TELEPHONE NUMBER

SIGNATURE

DATE SIGNED