

# EXHIBIT A

**SETTLEMENT AGREEMENT  
BETWEEN CLASS PLAINTIFFS AND AMADEUS**

WHEREAS, on July 14, 2015, certain Plaintiffs filed a putative class action complaint against Defendants seeking damages under the antitrust and consumer protection laws of various states and injunctive relief under federal antitrust law based on allegations that, *inter alia*, Defendants conspired to impose Full Content contract terms on Airlines;

WHEREAS, Plaintiffs filed the Operative Class Complaint on October 2, 2015;

WHEREAS, on January 15, 2016, Defendants moved to dismiss the Operative Class Complaint, including on the ground that Plaintiffs' state law damages claims were preempted by the Airline Deregulation Act, 49 U.S.C. § 41713 (the "ADA");

WHEREAS, after full briefing, the Court by Order dated July 6, 2016 granted in part Defendants' motion to dismiss the Operative Class Complaint, dismissing in full and with prejudice any Plaintiffs' state law damages claims on the ground that they were preempted by the ADA;

WHEREAS, Plaintiffs have conducted discovery of Defendants and third parties, including document production, interrogatories and depositions, and as a result, Plaintiffs have received collectively from Defendants approximately 8 to 10 million pages of documents;

WHEREAS, Plaintiffs' Class Counsel has undertaken a careful review of all discovery to date from Defendants and third-parties;

WHEREAS, Plaintiffs and Plaintiffs' Class Counsel, having fully investigated the facts and underlying events relating to the subject matter of their claims with respect to Amadeus, and having carefully analyzed the applicable legal principles, believe based upon their investigation and analysis, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received, that

the resolutions and compromises reached between Plaintiffs, on the one hand, and Amadeus, on the other, as set forth herein, are fair, reasonable and adequate and that Settlement under the terms set forth herein is in the best interests of the proposed Settlement Class;

WHEREAS, Amadeus, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate Plaintiffs' claims, and for the purpose of putting to rest all controversies with Plaintiffs and the Settlement Class that were or could have been alleged, and without any admission of liability or wrongdoing whatsoever, desires to enter into this Settlement, which is set forth in greater detail herein;

WHEREAS, it is agreed between Plaintiffs, on the one hand, and Amadeus, on the other, that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Amadeus, or of the truth of any of the claims that the Plaintiffs have asserted against Amadeus;

NOW, THEREFORE, without any admission or concession by Plaintiffs of any lack of merit to their allegations and claims, and without any admission or concession by Amadeus of any liability or wrongdoing or lack of merit in their defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Settling Parties agree as follows:

## **I. DEFINITIONS**

1. For purposes of this Settlement Agreement, the following words and terms shall be defined to have the meanings set forth below, and all undefined words and phrases shall have their usual and customary meaning.

- a. "Airline" means American Airlines, Continental Airlines, Delta Airlines,

Northwest Airlines, United Airlines, US Airways, AirTran, JetBlue, and Alaska Airlines to the extent they still exist as independent companies.

b. “Amadeus” means Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc.

c. “Amadeus’ Counsel” means Edward B. Schwartz of Reed Smith LLP, and David L. Meyer of Morrison Foerster LLP.

d. “Amadeus Releasees” means Amadeus, together with its affiliates, subsidiaries, assignees, shareholders, officers, directors, managers, and representatives and its predecessors and successors in interest and its respective past, present or future officers, directors, managers, stockholders, agents, employees, partners, trustees, parents, subsidiaries, divisions, affiliates, heirs, administrators, purchasers, assigns and other legal representatives.

e. “Class Notice” means the notice plan described in Section VI of this Settlement Agreement.

f. “Conditional Relief” means the relief described in Paragraphs 6-9 of this Settlement Agreement.

g. “Contractual Provisions” means any contractual provision that (1) requires an Airline to make all of its fares, availability information, and related content available on a particular Defendants’ GDS; or (2) prohibits an Airline from offering lower fares for tickets sold through non-GDS distribution channels, or surcharging for booking through the GDS distribution channel.

h. “Counsel” means Class Counsel and Amadeus’ Counsel.

i. “Court” means the United States District Court for the Southern District of New York.

- j. “Defendants” means Amadeus, Sabre, and Travelport.
- k. “Fairness Hearing” means the hearing that is to take place as provided for in the Preliminary Approval Order for purposes of, among other things: (1) entering the Final Order and Final Judgment and dismissing the Litigation as to Amadeus with prejudice; and (2) determining whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members.
  - l. “Final Approval Date” means the date on which the Court enters the Final Order and Final Judgment, or the latter of the two in the event the Final Order and Final Judgment are not entered on the same date.
  - m. “Final Judgment” means the Court’s final judgment as described in Section VIII of this Settlement Agreement, which is to be substantially in the form attached to this Settlement Agreement.
  - n. “Final Order” means the Court’s final order approving the Settlement and this Settlement Agreement, as described in Section VIII of this Settlement Agreement, which is to be substantially in the form attached to this Settlement Agreement.
  - o. “Full Content” means a contractual provision that requires an Airline to make all of its fares, availability information, and related content available on a particular Defendants’ GDS.
  - p. “GDS” means Global Distribution System.
  - q. “GNE” means GDS New Entrant.
  - r. “Litigation” means the case captioned *Daniel Gordon, et al. v. Amadeus IT Group, S.A., et al.*, No. 1 :15-cv-05457-KPF (S.D.N.Y.).

s. “Long Form Notice” means the long form notice substantially in the same form as the Travelport Long Form notice.

t. “Notice Date” means the date on which Class Notice may or must issue as set forth in the Preliminary Approval Order.

u. “Objector” means any Settlement Class Member who timely and properly submits an objection to this Settlement that fully complies in all respects with the criteria set forth in this Settlement Agreement.

v. “Operative Class Complaint” means the Amended Class Complaint, dated October 2, 2015, filed in the Litigation.

w. “Paragraph” or “Paragraphs” means one or more paragraphs of this Settlement Agreement.

x. “Plaintiffs Class Representatives” means Robert Binz V, Michael Binz, Andrew Margolick, Leslie Clemenson, Nili Sinai-Nathan, Gregory Melita, and Tom Clynes.

y. “Plaintiffs’ Class Counsel” or “Class Counsel” means collectively Heins Mills & Olson, P.L.C., Lite DePalma Greenberg, LLC, Freed Kanner London & Millen, LLC, Grant & Eisenhofer, PA, and Joseph Saveri Law Firm, Inc.

z. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

aa. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section V of this Settlement Agreement and to be substantially in the form attached to this Settlement Agreement.

bb. “Prior Litigations” means: (1) *US Airways, Inc. v. Sabre Holdings Corporation*, 1:11-CV-02725-LGD (S.D.N.Y.), (2) *American Airlines, Inc. v. Sabre, Inc.*, 4: 11

CV-00244-Y (N.D. Tex.) and (3)*American Airlines, Inc. v. Sabre Inc.*, No. 067-249214-10 (67<sup>th</sup> Jud. Dist. Ct. Tarrant County, Tex.).

cc. “Protective Order” means the Stipulation and Protective Order approved and entered by the Court in the Litigation on August 15, 2016.

dd. “Release” means the release and covenant not to sue set forth in Section IV of this Settlement Agreement and in the Final Order.

ee. “Released Claims” means any claim covered by the Release.

ff. “Sabre” means Sabre Corporation f/k/a Sabre Holdings Corporation, Sabre Holdings Corporation, Sabre GLOB Inc., and Sabre Travel International Limited.

gg. “Settlement Administrator” means Epiq Systems Inc.

hh. “Settlement Agreement” or “Settlement” means this definitive settlement agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.

ii. “Settlement Class” means the class defined for settlement purposes only in Section II of this Settlement Agreement.

jj. “Settlement Class Members” or “Settlement Class Member” means a member of the Settlement Class.

kk. “Settlement Website” means the dedicated website to be established for purposes of this Settlement.

ll. “Settling Parties” means Amadeus and Plaintiffs.

mm. “Travelport” means Travelport Worldwide Limited and Travelport LP d/b/a Travelport.

## **II. SETTLEMENT CLASS**

2. Pursuant to the procedure described in this Settlement Agreement, Plaintiffs will seek, and Amadeus will not oppose, the Court's certification of a class for settlement purposes only consisting of: All residents of the United States who, between June 1, 2006 and the date Class Notice is issued pursuant to Fed. R. Civ. P. 23(e), purchase or purchased an airline passenger ticket for travel on an Airline.

### **III. CONSIDERATION PROVIDED TO SETTLEMENT CLASS MEMBERS**

3. The consideration provided to Settlement Class Members by Amadeus consists of: (a) certain injunctive relief effective as of the Final Approval Date; (b) certain conditional relief that shall become effective only if Plaintiffs obtain a particular judgment or settlement at a later date with respect to Sabre; (c) certain commitments by Amadeus concerning its antitrust and competition law compliance program; (d) certain on-going obligations to provide Plaintiffs' Class Counsel with information; (e) a monetary payment representing Amadeus' payment towards attorneys' fees and estimated litigation expenses, including expert expenses, incurred by Plaintiffs' Class Counsel for the benefit of the Settlement Class; and (f) costs and expenses for the Class Notice and the declaration of the Settlement Administrator, which shall be borne by Amadeus. The consideration, which is described in greater detail below is the sole and exclusive consideration being provided by Amadeus to Plaintiffs and the Settlement Class. In connection with this Settlement, Amadeus will have no obligation to make any monetary payment to Plaintiffs, Settlement Class Members or Plaintiffs' Class Counsel, other than described in this Settlement Agreement.



**A. Injunctive Relief**

4. On and after the Final Approval Date, Amadeus shall be enjoined from coordinating or agreeing with another Defendant to require any Airline to agree to the Contractual Provisions.

5. For the avoidance of doubt, the preceding Paragraph's prohibition against "coordination" or "agreement" is limited to conduct that specifically requires an Airline to agree to the Contractual Provisions and shall not apply to any coordination or agreements otherwise permitted by law.

**B. Conditional Relief**

6. If, but only if, this settlement is finally approved and Plaintiffs resolve the Litigation with Sabre, either by final judgment through appeal or by a finally approved settlement, on terms that (a) preclude Sabre from requiring an Airline to agree to the Contractual Provisions, (b) preclude Sabre from contracting with an Airline on terms that include the Contractual Provisions, or (c) require Sabre to offer an alternative to the Contractual Provisions, then Amadeus will be bound by the Conditional Relief set forth in Paragraphs 7-9 below.

7. In the event the Conditional Relief is triggered pursuant to Paragraph 6 above, Amadeus will have a one-time obligation, if requested by an Airline no earlier than six months before the expiration or first permitted termination of the content agreement between Amadeus and the Airline in effect as of the date of Final Approval (in each case the Pre-Existing Content Agreement), to offer the Airline an alternative to the Contractual Provisions to apply following such expiration or termination, provided that Amadeus shall be free to offer and negotiate different, but not commercially unreasonable, fees for an agreement containing the Contractual Provisions versus an agreement that does not contain the Contractual Provisions.

8. For avoidance of doubt, Amadeus' offer of a higher booking fee up to and including Amadeus' then-current "rack-rates" (i.e., its standard rates offered to airlines, before any discount is applied), shall be deemed commercially reasonable for purposes of Paragraph 7 above.

9. In the event the Conditional Relief is triggered pursuant to Paragraph 6 above, Amadeus may not retaliate against any Airline as a result of the Airline requesting an agreement that does not contain the Contractual Provisions. For purposes of this agreement, "retaliate" means making a display or system change that is directly and disproportionately detrimental to an individual Airline, such as biasing or de-preferencing that Airline as compared with other airlines, and such display or system change is not contracted for with an airline or airlines. For example, it will not be considered retaliatory if the Airline's ranking, booking fee, and/or display in the distribution of Airline content through Amadeus' GDS is adjusted relative to other airlines in accordance with any contract that the Amadeus may enter into to enable airlines, including other Airlines, to secure preferential screen placement or other distributional preferences in exchange for financial or other consideration.

10. In the event the Conditional Relief is triggered pursuant to Paragraph 6 above, Plaintiffs and Amadeus will submit to the Court within ten (10) days of such judgment or settlement a proposed consent order and judgment implementing the Conditional Relief as set forth herein.

11. The obligations of Amadeus under Paragraphs 4-9, and under any court order implementing those provisions, shall expire no later than September 30, 2021, except that Amadeus' obligation under Paragraph 7 shall expire later unless, as to any particular Airline to which that obligation applies, Amadeus has previously made an offer consistent with the terms

of Paragraph 7 as a result of either (a) the Conditional Relief coming into effect or (b) prior to the Conditional Relief coming into effect, having voluntarily made such an offer in connection with the extension or first permitted termination of an Airline contract. If Amadeus' obligations as to any Airline under Paragraph 7 are extended, they shall expire the earlier of (x) the extension or first permitted termination of a Pre-Existing Content Agreement between Amadeus and that Airline or the entry into a new content agreement between Amadeus and that Airline following the triggering of the Conditional Relief, and (y) the date following the triggering of the Conditional Relief on which Sabre and Travelport do not have obligations as to such Airline comparable to Amadeus' obligation under Paragraph 7.

**C. Enhancements to Antitrust Compliance Program**

12. Amadeus will agree to conduct no less than annual antitrust and competition law training for appropriate employees, which will include an enhanced focus on communications with competitors, enhanced focus on exchanging sensitive competitive information with competitors, and enhanced focus on coordination of conduct with respect to contracting with air carriers, for a period of five years from the Final Approval Date.

**D. Provision of Information to Class Counsel**

13. In connection with the Litigation and as may be requested by Plaintiffs' Class Counsel, Amadeus agrees to authenticate, through a custodian or other authorized person, Amadeus' own produced documents as business records under Fed. R. Evid. 902(11), (12) that Plaintiffs' Class Counsel identify as reasonably necessary for any submission to the Court or for trial. Plaintiffs' Class Counsel shall identify specific documents in writing and by Bates number, and Amadeus will authenticate such documents as business records under Fed. R. Evid. 902(11), (12) within a reasonable amount of time that is no less than fourteen (14) calendar days after

receiving Plaintiffs' Class Counsels' written identification of documents (to be provided after the Preliminary Approval Date). This obligation shall continue until the case is fully resolved by settlement, summary judgment or trial and all appeals periods have run or any appeals have been exhausted. If the certification is not sufficient for trial, Amadeus will in good faith work with Plaintiffs' Class Counsel to ensure that Amadeus' documents are adequately certified based on the requirements of the Court for trial. By authenticating documents pursuant to this Paragraph, Amadeus shall not be deemed to have waived its right to request appropriate confidentiality protections with respect to the use of such documents at trial in the Litigation.

14. Except as set forth in Paragraph 13 above, from and after the date of this Agreement is executed, Amadeus shall have no obligation to provide Plaintiffs with any additional formal or informal discovery in the Litigation and Plaintiffs hereby agree not to seek or pursue such discovery from Amadeus or any current or former employee of Amadeus.

**E. Litigation Expenses and Attorney's Fees**

15. Within fourteen (14) days of the Final Approval Date, Amadeus will pay to Plaintiffs' Class Counsel \$3 million (\$3,000,000.00), such amount representing payment for attorneys' fees and litigation expenses, including expert expenses, incurred by Plaintiffs' Class Counsel for the benefit of the Settlement Class, provided, however, that if Plaintiff Class Representatives, or other any of them, reach an agreement to resolve this Litigation by settlement with Sabre involving monetary terms that are in any respect more favorable than those set forth in this Paragraph, then Plaintiffs' Class Counsel and Plaintiff Class Representatives shall be obligated promptly to reimburse Amadeus for the difference between such more favorable monetary terms and the dollar amount paid by Amadeus as set forth above. This provision will expire upon the conclusion to judgment of a trial in this matter. Any service awards to Plaintiff

Class Representatives shall be paid out of this amount, subject to approval by the Court. Any service award will not exceed \$500.00.

**F. Cost of Class Notice**

16. Costs and expenses for the Class Notice and the declaration of the Settlement Administrator shall be borne by Amadeus.

**IV. RELEASE, COVENANT NOT TO SUE, AND PLAINTIFFS' APPEAL WAIVER**

17. The Settling Parties agree to the following Release and covenant not to sue, which shall take effect on the Final Approval Date.

18. In consideration for the relief described above, Plaintiffs and each Settlement Class Member, as well as their respective past, present or future agents, heirs, administrators, successors, assigns and any other legal representatives, agree to dismiss with prejudice all claims against any of the Amadeus Releasees, and grant to each Amadeus Releasee the broadest general release and covenant not to sue allowed by law, which shall unconditionally and forever bar Plaintiffs and Settlement Class Members from bringing, prosecuting, or participating in any and all claims against the Amadeus Releasees for injunctive, declaratory, or other equitable relief, whether known or unknown, that Plaintiffs or Settlement Class Members brought or could have brought against the Amadeus Releasees as of the Final Approval Date that arise out of, in whole or in part, or relate in any way to the subject matter of, or conduct alleged in, the Operative Class Complaint in the Litigation, as well as any prior complaints filed in the Litigation, and any lawsuits referenced in such Complaints. However, nothing herein shall be construed to release any claim for breach of warranty, breach of contract, any trade claims or any claim for personal or bodily injury between Settlement Class Member and Amadeus that are unrelated to the subject

matter of the Litigation. Also excluded from this Release is any action by Plaintiffs or any Settlement Class Member to enforce the terms of the Settlement Agreement.

19. Without limiting the foregoing, and although the Operative Class Complaint and other pleadings speak for themselves, and shall govern the scope of the claims released and forever barred under this Settlement Agreement and that are subject to any covenant not to sue set forth in this Settlement Agreement, claims against the Amadeus Releasees for injunctive, declaratory, or other equitable relief based on the following are specifically released, barred, and subject to the covenant not to sue set forth herein: (a) claims alleging that Defendants conspired with one another; and (b) claims involving the Contractual Provisions.

20. Plaintiffs and the Settlement Class Members expressly agree that this Release, the Final Order, and the Final Judgment are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

21. Plaintiffs and the Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Amadeus Releasees, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement Agreement.

22. Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Litigation and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel, Plaintiffs, and the Settlement Class Members in executing this Settlement Agreement to fully, finally and

forever settle, release, discharge, and hold the Amadeus Releasees harmless from all such matters, and all claims for injunctive, declaratory, or other equitable relief relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Litigation, except as otherwise stated in this Settlement Agreement.

23. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Settlement Class Members will be deemed by Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that: “A **GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**” Plaintiffs and the Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

24. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Litigation, including without limitation, any claim for benefits, proceeds, or value under the Litigation, and that Plaintiffs are not aware of anyone other than

themselves claiming any interest, in whole or in part, in the Litigation or in any benefits, proceeds, or values under the Litigation.

25. Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of the Release constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

26. In addition to the Release described herein, Plaintiffs' Class Counsel shall secure from each of the Plaintiff Class Representatives and provide to Amadeus' Counsel prior to the Final Approval Date, written waivers in the form attached to this Settlement Agreement as Exhibit "A" pursuant to which each Plaintiff Class Representative expressly waives and agrees to permanently forego any right or ability to, and shall not, appeal the Court's Order of July 6, 2016 dismissing their damages claims as to Amadeus. Amadeus shall have the right, but not the obligation, to waive this requirement for any particular Plaintiff in its sole and absolute discretion without otherwise affecting the terms of this Settlement.

## **V. PRELIMINARY APPROVAL**

27. As soon as is practicable following the execution of this Settlement Agreement by the Settling Parties, but not later than 21 days after Settlement Agreement is executed, Plaintiffs and Plaintiffs' Class Counsel will request, and Amadeus will not oppose, the entry by the Court of a Preliminary Approval Order (substantially in the form attached as Exhibit "B"):

a. Finding that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiffs as the representatives of the Settlement Class, and Plaintiffs' Class Counsel as counsel for the Settlement Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Class Notice should be provided to Settlement Class Members;



- b. Approving the Class Notice and directing that it shall be provided as set forth in Section VI of this Settlement Agreement;
- c. Scheduling the Fairness Hearing following the Notice Date;
- d. Providing that any objections by any Settlement Class Member shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, such Settlement Class Member follows the procedures set forth in this Settlement Agreement and approved by the Court;
- e. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;
- f. Providing that all Settlement Class Members will be bound by the Final Order and Final Judgment dismissing the Litigation with prejudice;
- g. Providing that, pending the Fairness Hearing, Plaintiffs, or any of them, are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Amadeus Releasees; and
- h. Issuing other related orders to effectuate the preliminary approval of the Settlement Agreement.

28. Following the entry of the Preliminary Approval Order, the Class Notice shall be provided in the manner directed and approved by the Court. The Parties agree that the methods of Class Notice contemplated by this Settlement Agreement are valid and effective, that they provide reasonable and appropriate notice to the Settlement Class, and that they represent the best practicable notice under the circumstances.

29. Upon entry of the Preliminary Approval Order, Plaintiffs, Plaintiffs' Class Counsel, Amadeus, and Amadeus' Counsel agree to use reasonable and good faith efforts to effectuate the Court's final approval of this Settlement Agreement, including filing the necessary motion papers and scheduling any necessary hearings for dates and times that are convenient for the Court.

## **VI. CLASS NOTICE**

30. Class Notice will be accomplished through a combination of an online banner notices, sponsored search listings, and notice through the Settlement Website, as specified in the Preliminary Approval Order, and this Settlement Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

31. Beginning not later than fifteen (15) days following the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Class Notice, substantially in the same form as the Travelport Long Form Notice which the Settling Parties believe will ensure the best notice that is practicable under the circumstances.

32. As soon as practicable following the Court's entry of the Preliminary Approval Order, but before dissemination of Class Notice, the Settlement Administrator shall establish the dedicated Settlement Website. The website shall include, at least, the Operative Class Complaint, the Long Form Notice, this Agreement, the Court's July 6, 2016 Opinion on Defendants' motion to dismiss, and any other materials as would be necessary or appropriate to reasonably inform Settlement Class members regarding the Settlement.

33. Without limiting the foregoing provisions, the Settlement Administrator shall be responsible for, without limitation: (a) arranging for the dissemination of Class Notice; and (b) establishing the Settlement Website.

34. Not later than ten (10) days before the date of the Fairness Hearing, Plaintiffs' Class Counsel shall file with the Court a declaration prepared by the Settlement Administrator outlining the implementation of the Class Notice.

35. Not later than ten (10) days after the Settlement Agreement is filed with the Court, Amadeus shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

## **VII. OBJECTIONS TO THE SETTLEMENT**

36. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement, must deliver to Counsel and file with the Court, so that it is received on or before the date ordered by the Court, a written statement setting forth that Settlement Class Member's objection and any supporting brief it wishes to file. Any such objection shall include a statement of whether the Objector intends to appear and argue at the Fairness Hearing. Objectors may prepare, file, and serve the written objection and any supporting brief on their own or through an attorney retained at their own expense. The objection must include proof that the Objector falls within the definition of the Settlement Class.

37. Any Objector who files and serves a written objection may appear at the Fairness Hearing, either in person at their own expense or through personal counsel hired at the Objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the settlement. Objectors or their attorneys who intend to make an appearance at the Fairness

Hearing must deliver a Notice of Intention to Appear to Counsel and file such Notice of Intention to Appear with the Court, so that it is filed and received by both on or before the date ordered by the Court.

38. Any Settlement Class Member who retains an attorney to prepare the written objection and/or who intends to appear at the Final Approval Hearing through counsel must, in addition to the information stated above, include in the written objection:

a. the attorney's experience with class actions, including the capacity in which the attorney participated in each class action (*e.g.*, plaintiffs', defendants' or objectors' counsel), and the outcome of each case; and

b. each case in which the attorney has previously represented an objector in a class action, the disposition or effect that any objection had on each class action case, and whether the attorney was paid for each case that was voluntarily dismissed, at any time, including on appeal.

39. Regardless of whether the Settlement Class Member employs an attorney to prepare the written objection, the Settlement Class Member must sign the written objection personally as an attestation that the Settlement Class Member discussed the objection with his or her attorney and has fully reviewed the written objection.

40. Any Settlement Class Member filing an objection may be required to sit for a deposition regarding matters concerning the objection. Any Settlement Class Member who fails to comply with these provisions shall waive and forfeit any and all rights to object, and shall be bound by all the terms of the Settlement Agreement, and by all proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered.

## VIII. FINAL APPROVAL

41. Plaintiffs' Class Counsel agree to file with the Court, and Amadeus will not oppose, a motion and supporting papers seeking final approval of this Settlement Agreement and for the entry of a Final Order and Final Judgment substantially in the forms attached hereto as Exhibits "C".

a. Determining that the Court has personal jurisdiction over all Plaintiffs and Settlement Class Members and that the Court has subject matter jurisdiction over the claims asserted in the Litigation;

b. Finally approving the Settlement Agreement and Settlement as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23;

c. Finally approving and certifying the Settlement Class for settlement purposes only;

d. Finding that the Class Notice and dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution, and was fair, adequate, and sufficient, as the best practicable notice under the circumstances, and as reasonably calculated to apprise members of the Settlement Class of the Litigation, the Settlement Agreement, and their objection rights;

e. Dismissing the Litigation with prejudice as to Amadeus without costs (except as provided for herein as to costs);

f. Incorporating the Release set forth in the Settlement Agreement and making the Release effective as of the Final Approval Date;

g. Enjoining Amadeus from coordinating or agreeing with another Defendant to require any Airline to agree to the Contractual Provisions;

h. Enjoining Plaintiffs and all other Settlement Class Members and those subject to their control, from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on its behalf, any Released Claims against the Amadeus Releasees;

i. Retaining jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Order and Final Judgment, including for purposes of implementing the Conditional Relief if appropriate, and for any other necessary purpose; and

j. Issuing related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

#### **IX. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

42. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Settling Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Settling Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Settlement Class Members under this Settlement Agreement.

43. If the Court declines to finally approve the Settlement, or if such approval is reversed, vacated, or otherwise materially modified on appeal, or if the Court materially modifies the terms of the proposed Final Order or Final Judgment as provided for in Section VIII hereto, or if the Court enters the Final Order and Final Judgment and appellate review is sought, and on

such review, either the Final Order or Final Judgment is reversed, vacated or materially modified, then any Settling Party may terminate its participation in this Settlement Agreement. The terminating party must exercise the option to withdraw from and terminate its participation in this Settlement Agreement, as provided in this Section, by a signed writing served on the other Settling Parties no later than five (5) days after receiving notice of the event prompting the termination.

44. If, but only if, this Settlement Agreement is terminated pursuant to Paragraph 43 above, then this Settlement Agreement shall be null and void as between Amadeus and Plaintiffs and shall have no force or effect as between them and neither Amadeus nor Plaintiffs shall be bound as between one another to the terms of this Settlement Agreement, except as follows:

a. Plaintiffs and all other Settlement Class Members would expressly and affirmatively reserve and would not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Litigation including, without limitation, any argument concerning class certification;

b. Amadeus would expressly and affirmatively reserve and would not waive any motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Litigation, including, without limitation, any argument or position opposing class certification, liability or damages;

c. Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, shall be admissible or entered into evidence for any purpose whatsoever; and

d. Any settlement-related order(s) or judgment(s) entered in this Litigation after the date of execution of this Settlement Agreement shall be deemed vacated and shall be

without any force or effect as to Amadeus and Plaintiffs, and the Release and appellate waivers executed by Plaintiffs shall be null and void.

**X. CONTINUING JURISDICTION**

45. The Court will retain continuing jurisdiction over Plaintiffs, the Settlement Class Members, Plaintiffs' Class Counsel, and Amadeus to implement, administer, consummate, and enforce this Settlement Agreement and the Final Order and Final Judgment, including, without limitation to implement the Conditional Relief if the necessary conditions are satisfied.

46. Amadeus, Plaintiffs' Class Counsel, and Plaintiffs agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by this Settlement Agreement, the Release, the Final Order, the Final Judgment, or the applicability of this Settlement Agreement, the Release, the Final Order, or the Final Judgment.

47. All applications to the Court with respect to any aspect of this Settlement Agreement, the Release, the Final Order, or the Final Judgment shall be presented to and be determined by United States District Court Judge Katherine Polk Failla for resolution, or, if she is not available, any other District Court Judge designated by the Court.

**XI. GENERAL MATTERS AND RESERVATIONS**

48. Amadeus has denied and continues to deny each and all of the claims and contentions alleged in the Litigation, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Litigation. Amadeus believes that it has valid and complete defenses to the claims asserted against it in the Litigation and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have



been, are, or might have been alleged in the Litigation. Nonetheless, Amadeus has concluded that it is desirable that the Litigation as to it be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement. Nothing in this Settlement shall preclude Amadeus from stating in any public disclosure, including any filing required by the Court in connection with the Settlement, that it denies the allegations raised in the Litigation and that it is entering the Settlement to avoid the cost, uncertainty and burden of further litigation. The Parties hereto acknowledge and agree that nothing herein shall deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Amadeus, or of the truth of any of the claims that the Plaintiffs have asserted against Amadeus.

49. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

a. Entry by the Court of the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which have remained unmodified after any appeal(s); and

b. Any other conditions stated in this Settlement Agreement.

50. The Settling Parties and Counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the motion for preliminary approval is filed; provided, however, that this Paragraph shall not prevent Amadeus from disclosing such information, prior to the date on which the motion for preliminary approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law or regulation. Nor shall it prevent the Settling Parties

and their counsel from disclosing such information to persons or entities (such as experts or co-counsel) to whom the Settling Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

51. Information provided by Amadeus and Amadeus' Counsel to Plaintiffs or Plaintiffs' Class Counsel, any individual member of the Settlement Class, counsel for any individual member of the Settlement Class, or the Settlement Administrator, pursuant to the negotiation and implementation of this Settlement Agreement, may include trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the Protective Order in the Litigation, and shall be subject to all of the provisions thereof.

52. The Settling Parties agree that within ten (10) days after the Final Approval Date, Amadeus may lift or release any and all applicable litigation holds or document preservation notices requiring its employees or agents to preserve documents and electronic data as a result of the Litigation on a going forward basis, and that Amadeus may return to its ordinary document retention policies. The Settling Parties agree that such release of any such litigation holds or document preservation notices by Amadeus pursuant to this Paragraph shall not under any circumstances provide a basis for any claim of spoliation of evidence.

53. This Settlement shall not alter the Settling Parties' respective rights and obligations with regard to the return and/or destruction of documents set forth in the Protective Order.

54. Plaintiffs' Class Counsel represent that: (a) they are authorized by Plaintiffs to enter into this Settlement Agreement with respect to the claims in the Litigation; and (2) in entering this Settlement they are seeking to protect the interests of the Settlement Class.

55. Amadeus represents and warrants that Amadeus' Counsel are authorized to enter into this Settlement Agreement on its behalf.

56. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Settling Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Plaintiffs' Class Counsel and Amadeus' Counsel. The Settling Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Settling Parties regarding the subject matter of this Settlement Agreement.

57. The Settling Parties further acknowledge that they are executing this Settlement Agreement after independent investigation and without fraud, duress, or undue influence.

58. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the state of New York notwithstanding its conflict of law provisions.

59. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the Court.

60. Whenever this Settlement Agreement requires or contemplates that one of the Settling Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

**If to Amadeus, then to:**

David L. Meyer  
MORRISON & FOERSTER LLP  
2000 Pennsylvania Ave., NW  
Suite 6000  
Washington, DC 20016  
E-mail: dmeyer@mofo.com

Edward B. Schwartz  
Reed Smith LLP  
1301 K Street, N.W.  
Suite 1000 - East Tower  
Washington, D.C. 20005  
E-mail: eschwartz@reedsmith.com

**If to Plaintiffs, then to:**

Vincent J. Esades  
James W. Anderson  
HEINS MILLS & OLSEN, PLC  
310 Clifton Avenue  
Minneapolis, MN 55403  
E-mail: vesades@heinsmills.com  
janderson@heinsmills.com

61. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President,

the Congress of the United States, or the Clerk of the United States District Court for the Southern District of New York.

62. The Settling Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

63. None of the Settling Parties or their counsel shall be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. The Settling Parties agree that this Settlement Agreement was drafted by counsel for the Settling Parties during extensive arm's length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Settling Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

64. The Settling Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Litigation, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Settling Parties, their counsel, or the Amadeus Releasees. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used

as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Amadeus Releasees, Plaintiffs, or the Settlement Class or as a waiver by the Amadeus Releasees, Plaintiffs, or the Settlement Class of any applicable privileges, claims or defenses.

65. Plaintiffs expressly affirm that the allegations contained in the Litigation were made in good faith, but consider it desirable for the Litigation to be settled and dismissed because of the substantial benefits that the proposed Settlement will provide to Settlement Class Members.

66. The Settling Parties, their successors and assigns, and their Counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

67. The waiver by one Settling Party of any breach of this Settlement Agreement by another Settling Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

68. If one Settling Party to this Settlement Agreement considers another Settling Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

69. The Settling Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to

use their best efforts to effect the prompt consummation of this Settlement Agreement and the proposed Settlement.

70. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

71. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Amadeus and Plaintiffs' Class Counsel, on behalf of Plaintiffs and the Settlement Class, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

72. All headings used in this Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Settlement Agreement.

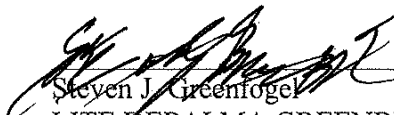
IN WITNESS WHEREOF, the signatories below have read and understood this Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Settlement Agreement.

 Date: 6/27/18

Vincent J. Esades  
Heins Mills & Olson, P.L.C.  
310 Clifton Avenue  
Minneapolis, MN 55403  
vesades@heinsmills.com

\_\_\_\_\_ Date: \_\_\_\_\_

Robert G. Eisler  
GRANT & EISENHOFER, PA  
485 Lexington Avenue  
New York, NY 10017  
resiler@gelaw.com

 Date: 6/27/18

Steven J. Greenfogel  
LITE DEPALMA GREENBERG  
1521 Locust Street, 7th Floor  
Philadelphia, PA 19102  
sgreenfogel@lightdepalma.com

 Date: 6/27/18

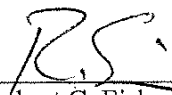
Douglas A. Millen  
FREED KANNER LONDON &  
MILLEN, LLC  
2201 Waukegan Road, Suite 130  
Bannockburn, IL 60015  
dmillen@fklmlaw.com

\_\_\_\_\_ Date: \_\_\_\_\_



IN WITNESS WHEREOF, the signatories below have read and understood this Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Settlement Agreement.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Vincent J. Esades  
Heins Mills & Olson, P.L.C.  
310 Clifton Avenue  
Minneapolis, MN 55403  
vesades@heinsmills.com

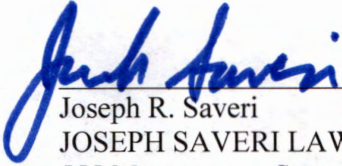
  
\_\_\_\_\_  
Date: 6/27/18  
Robert G. Eisler  
GRANT & EISENHOFER, PA  
485 Lexington Avenue  
New York, NY 10017  
resiler@gelaw.com

\_\_\_\_\_  
Date: \_\_\_\_\_  
Steven J. Greenfogel  
LITE DEPALMA GREENBERG  
1521 Locust Street, 7th Floor  
Philadelphia, PA 19102  
sgreenfogel@lightdepalma.com

\_\_\_\_\_  
Date: \_\_\_\_\_  
Douglas A. Millen  
FREED KANNER LONDON &  
MILLEN, LLC  
2201 Waukegan Road, Suite 130  
Bannockburn, IL 60015  
dmillen@fkmlaw.com

\_\_\_\_\_  
Date: \_\_\_\_\_

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 Date: 6/28/18

Joseph R. Saveri  
JOSEPH SAVERI LAW FIRM  
555 Montgomery Street, Suite 1210  
San Francisco, CA 94111  
jsaveri@saverilawfirm.com

*Co-Lead Class Counsel*

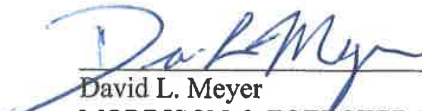
\_\_\_\_\_ Date: \_\_\_\_\_  
David L. Meyer  
MORRISON & FOERSTER LLP  
2000 Pennsylvania Ave., NW  
Suite 60000  
Washington, DC 20006  
dmeyer@mofocom


\_\_\_\_\_ Date: \_\_\_\_\_  
Edward Schwartz  
REED SMITH LLP  
1301 K Street, NW  
Suite 1000 – East Tower  
Washington, DC 20005  
eschwartz@reedsmith.com

*Counsel for Amadeus*

Joseph R. Saveri  
JOSEPH SAVERI LAW FIRM  
555 Montgomery Street, Suite 1210  
San Francisco, CA 94111  
jsaveri@saverilawfirm.com

*Co-Lead Class Counsel*

 Date: 6/27/18  
David L. Meyer  
MORRISON & FOERSTER LLP  
2000 Pennsylvania Ave., NW  
Suite 60000  
Washington, DC 20006  
dmeyer@mofocom

 Date: 6/27/18  
Edward Schwartz  
REED SMITH LLP  
1301 K Street, NW  
Suite 1000 – East Tower  
Washington, DC 20005  
eschwartz@reedsmith.com

*Counsel for Amadeus*

EXHIBIT A  
Waiver of Appeal

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DANIEL GORDON, et al.

Plaintiffs,

v.

AMADEUS IT GROUP, S.A., et al.,

Defendants.

Civ. A. No. 1:15-cv-05457 (KPF)

ECF Case

**WAIVER OF APPEAL**

As a Class Representative Plaintiff in the above-captioned litigation, and in exchange for the consideration set forth in the Settlement Agreement between Plaintiffs and Amadeus, I hereby expressly waive and agree to permanently forego any right or ability to, and shall not, appeal the Court's Order of July 6, 2016 dismissing any claim for damages I have or may have had in the above-captioned litigation as to Amadeus only.

I hereby state that I am signing this waiver voluntarily and with full knowledge of its consequences.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT B**  
**Proposed Preliminary Approval Order**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DANIEL GORDON, et al.

Plaintiffs,

v.

AMADEUS IT GROUP, S.A., et al.,

Defendants.

Civ. A. No. 1:15-cv-05457 (KPF)

ECF Case

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF PROPOSED SETTLEMENT WITH DEFENDANTS AMADEUS IT  
GROUP, S.A., AMADEUS NORTH AMERICA, INC., AND AMADEUS AMERICAS,  
INC., APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE CLASS,  
AND PROPOSED SCHEDULE FOR A FAIRNESS HEARING**

Upon review and consideration of Plaintiffs' Motion for Preliminary Approval of Proposed Settlement with Defendants Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc. ("Amadeus"), Approval of the Form and Manner of Notice to the Class, and Proposed Schedule for a Fairness Hearing and exhibits thereto, and any hearing thereon, IT IS HEREBY ORDERED and DECREED that said motion is GRANTED as follows:

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement among Amadeus, Plaintiffs, and the Settlement Class, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

**Jurisdiction**

2. This Court has jurisdiction over Plaintiffs and Amadeus and jurisdiction over the Litigation to which Plaintiffs and Amadeus are parties.

**Certification of Settlement Class and Appointment of Class Counsel**

3. The Court finds, for settlement purposes only and conditioned upon the entry of this Order and the Final Order and Final Judgment, that the prerequisites for a class action under Rules 23(a) and (b)(2) of the Federal Rules of Civil Procedure have been satisfied. The Court, therefore, certifies for settlement purposes only class consisting of: All residents of the United States who purchase or purchased an airline passenger ticket from an Airline between June 1, 2006 and the date Class Notice is issued pursuant to Fed. R. Civ. P. 23(e).

4. The Court appoints Plaintiffs as class representatives and Heins Mills & Olson, P.L.C., Lite DePalma Greenberg, LLC, Freed Kanner London & Millen, LLC, Grant & Eisenhofer, PA, and Joseph Saveri Law Firm, Inc. as Class Counsel to represent the Settlement Class pursuant to Fed. R. Civ. P. 23(g).

**Preliminary Approval of Proposed Settlement**

5. The ultimate approval of a class action settlement requires a finding that the settlement is fair, adequate, and reasonable. *See Janus Films, Inc. v. Miller*, 801 F.2d 578, 582 (2d Cir. 1986). In evaluating a proposed settlement for preliminary approval, however, the Court applies a less stringent standard under which it is required to determine only whether the settlement “appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval.” *In re Nasdaq Mkt. - Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997). The proposed Settlement satisfies the standard for preliminary approval.

6. The Court finds that the proposed Settlement, which includes certain immediate and conditional injunctive relief as well as an agreement by Amadeus to enhance



its antitrust compliance program, provide certain cooperation regarding the authentication of documents in connection with the Litigation, and make a payment for attorneys' fees and certain litigation expenses incurred by Plaintiffs' Class Counsel on behalf of the Settlement Class in exchange for, *inter alia*, dismissal of the Litigation between Plaintiffs and Amadeus with prejudice and the release of all claims against Amadeus for injunctive, declaratory, or other equitable relief by Plaintiffs and the Settlement Class, including all claims asserted against Amadeus in this Litigation, as set forth in the Settlement Agreement, was arrived at by arm's-length negotiations by highly experienced counsel after significant litigation, falls within the range of possibly approvable settlements, and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

#### **Class Notice**

7. The proposed Class Notice, which informs Class Members of the Settlement satisfies the requirements of Rule 23(e) and Due Process, is otherwise fair and reasonable, and is therefore approved. The Settlement Administrator shall cause Class Notice substantially in the form attached to the Settlement Agreement and in the manner described in the Settlement Agreement to be disseminated by [DATE], 2018 (15 days following the entry of this Order).

8. Class Members may object to the Settlement no later than [DATE], 2018 (60 days from the date that the Notice is issued) (the "Objection Deadline"). Class Counsel shall monitor and record any and all objections that are received.

9. Class Counsel shall file with the Court a motion for final approval of the Settlement Agreement and the entry of Final Judgment no later than [DATE], 2018 (14 days after the deadline for members of the Class to object to the Settlement).

10. The Court appoints Epiq Systems Inc. to serve as Settlement Administrator.

### **Fairness Hearing**

11. A hearing on final approval (the “Fairness Hearing”) shall be held before this Court at [TIME] on [DATE], 2018, at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness and adequacy of the Settlement and whether the Settlement should be finally approved; and (b) whether entry of a Final Order and Final Judgment terminating the Litigation between Plaintiffs and Amadeus should be entered. The Fairness Hearing may be rescheduled or continued. Class Counsel shall be responsible for communicating any such notice to the Settlement Class promptly upon receipt by the Court by causing the Settlement Administrator to post a conspicuous notice on the dedicated Settlement Website.

### **Procedure for Objections to the Settlement**

12. Any Settlement Class Members who wish to object to any aspect of the proposed Settlement, must on or before the Objection Deadline (a) deliver to Counsel by e-mail, and (b) file with the Clerk of Court a written statement of his/her objection. The objection must contain proof that the person making the objection is a Settlement Class Member, and if filed by an attorney must set forth: (a) the attorney’s experience with class actions, including the capacity in which the attorney participated in each class action (*e.g.*, plaintiffs’, defendants’ or objectors’ counsel), and the outcome of each case; and (b) each case in which the attorney has previously represented an objector in a class action, the disposition or effect that any objection had on each class action case, and whether the attorney was paid for each case that was voluntary dismissed, at any time, including on appeal.

13. Regardless of whether the Settlement Class Member employs an attorney to

prepare the written objection, the Settlement Class Member must sign the written objection personally as an attestation that the Settlement Class Member discussed the objection with his or her attorney and has fully reviewed the written objection.

14. No Objector or counsel hired at the Objector's own expense shall be entitled to be heard at the Fairness Hearing unless the Objector or his/her attorneys, who intend to make an appearance at the Fairness Hearing, file an written objection and a "Notice of Intent to Appear," with the Clerk of the Court by the Objection Deadline and delivers the same to Counsel so that it is received on or before that same date.

15. Any Settlement Class Member filing an objection may be required to sit for a deposition regarding matters concerning the objection.

16. Any Settlement Class Member who fails to file and serve a valid and timely written objection in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

#### **Stay of Proceedings as to Amadeus**

17. Except as provided in the Settlement Agreement, all proceedings in the Litigation between the Plaintiffs and Amadeus are hereby stayed until such time as the Court renders a decision regarding final approval of the Settlement and, if the Court approves the Settlement, enters the Final Order and Final Judgment and dismisses Plaintiffs' remaining claims as to Amadeus with prejudice.

#### **No Admission of Liability**

18. Neither this Order, nor the Settlement Agreement, nor any other Settlement-

related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Amadeus as to the validity of any claim that has been or could have been asserted by Plaintiffs against Amadeus or as to any liability by Amadeus.

SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
The Honorable Katherine Polk Failla, U.S.D.J.

EXHIBIT C  
Proposed Final Approval Order  
and Final Judgment

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DANIEL GORDON, et al.

Plaintiffs,

v.

AMADEUS IT GROUP, S.A., et al.,

Defendants.

Civ. A. No. 1:15-cv-05457 (KPF)

ECF Case

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF  
PROPOSED SETTLEMENT BETWEEN PLAINTIFFS AND DEFENDANTS  
AMADEUS IT GROUP, S.A., AMADEUS NORTH AMERICA, INC., AND  
AMADEUS AMERICAS, INC.**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement between Plaintiffs and Defendants Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc. (together, “Amadeus”), dated June 27 and 28, 2018, it is hereby ORDERED AND DECREED as follows:

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement between Plaintiffs and Amadeus, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. The Settlement Class is defined as follows: All residents of the United States who purchase or purchased an airline passenger ticket from an Airline between June 1, 2006 and the date Class Notice was issued pursuant to Fed. R. Civ. P. 23(e).

3. The representatives of the Class are Plaintiffs. The Court has found that Class Counsel have fairly and adequately represented the interests of the Settlement Class and satisfied the requirements of Fed. R. Civ. P. 23(g).

4. The Court has jurisdiction over the Litigation, each of the Settling Parties, and all Settlement Class Members for purposes of this Settlement.

5. Class Notice constituted the best notice practicable under the circumstances. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that Class Notice, and the means by which Class Notice was provided, gave Settlement Class Members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class Members to object to the Settlement.

6. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to the Settlement Class Members to participate in the [DATE] Fairness Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Order and the Final Judgment, which is being entered contemporaneously herewith.

7. The Settlement of this Litigation between Plaintiffs and Amadeus was not the product of collusion between Plaintiffs and Amadeus or their respective counsel, but rather, was the result of bona fide and arm's-length negotiations conducted in good faith between Class Counsel and Amadeus's Counsel.

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement, and finds that the Settlement is, in all respects, fair, reasonable and adequate. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

9. Amadeus is hereby enjoined from coordinating or agreeing with a Non-Settling Defendant to require any Airline to agree to the Contractual Provisions.

10. All claims in the Litigation as to Amadeus are hereby dismissed with prejudice and without costs.

11. In accordance with paragraphs 18-23 of the Settlement Agreement:

In consideration for the relief described above, Plaintiffs and each Settlement Class Member, as well as their respective past, present or future agents, heirs, administrators, successors, assigns and any other legal representatives, agree to dismiss with prejudice all claims against any of the Amadeus Releasees, and grant to each Amadeus Releasee the broadest general release and covenant not to sue allowed by law, which shall unconditionally and forever bar Plaintiffs and Settlement Class Members from bringing, prosecuting, or participating in any and all claims against the Amadeus Releasees for injunctive, declaratory, or other equitable relief, whether known or unknown, that Plaintiffs or Settlement Class Members brought or could have brought against the Amadeus Releasees as of the Final Approval Date that arise out of, in whole or in part, or relate in any way to the subject matter of, or conduct alleged in, the Operative Class Complaint in the Litigation, as well as any prior complaints filed in the Litigation, and any lawsuits referenced in such Complaints. However, nothing herein shall be construed to release any claim for breach of warranty, breach of contract, any trade claims or any claim for personal or bodily injury between Settlement Class Member and Amadeus that are unrelated to the subject matter of the Litigation. Also excluded from this Release is any action by Plaintiffs or any Settlement Class Member to enforce the terms of the Settlement Agreement.

Without limiting the foregoing, and although the Operative Class Complaint and other pleadings speak for themselves, and shall govern the scope of the claims released and forever barred under this Settlement Agreement and that are subject to any covenant not to sue set forth in this Settlement Agreement, claims against the Amadeus Releasees for injunctive, declaratory, or other equitable relief based on the following are specifically released, barred, and subject to the covenant not to sue set forth herein: (a) claims alleging that Defendants conspired with one another; and (b) claims involving the Contractual Provisions.

Plaintiffs and the Settlement Class Members expressly agree that this Release, the Final Order, and the Final Judgment are, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.



Plaintiffs and the Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Amadeus Releasees, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement Agreement.

Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Litigation and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel, Plaintiffs, and the Settlement Class Members in executing this Settlement Agreement to fully, finally and forever settle, release, discharge, and hold the Amadeus Releasees harmless from all such matters, and all claims for injunctive, declaratory, or other equitable relief relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Litigation, except as otherwise stated in this Settlement Agreement.

Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Settlement Class Members will be deemed by Final Order and the Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**"

Plaintiffs and the Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

12. The Court retains exclusive jurisdiction over the Settlement and as described in the Settlement Agreement and over this Final Order and related Final Judgment, including, without limitation to implement the Conditional Relief described in the

Settlement Agreement if the conditions are satisfied. The Court finds that this Final Order adjudicates all of the claims, rights and liabilities of the Settling Parties to the Settlement Agreement (including the members of the Settlement Class), and is final and shall be immediately appealable.

13. Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute any evidence or admission by Amadeus or any of the Amadeus Releases on liability, any merits issue, or any class certification issue (including but not limited to whether a class can be certified for purposes of litigation or trial) in this or any other matter or proceeding, nor shall either the Settlement Agreement, this Order, the Final Judgment, or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Settlement Agreement, the terms of this Order, or if offered by any Amadeus Releasee in responding to any action purporting to assert Released Claims.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2018

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The Honorable Katherine Polk Failla, U.S.D.J.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

DANIEL GORDON, et al.

Plaintiffs,

v.

AMADEUS IT GROUP, S.A., et al.,

Defendants.

Civ. A. No. 1:15-cv-05457 (KPF)

ECF Case

**[PROPOSED] FINAL JUDGMENT AS TO AMADEUS IT GROUP, S.A.,  
AMADEUS NORTH AMERICA, INC., AND AMADEUS AMERICAS, INC.**

Pursuant to Federal Rule of Civil Procedure 58, it is hereby ADJUDGED and  
DECREED, as follows:

1. On [DATE], the Court entered an Order certifying a Settlement Class (the “Preliminary Approval Order”) (ECF No. [XX]).
2. On [DATE], the Court entered an Order granting final approval to the Settlement (the “Final Order”) (ECF No. [XX]).
3. By reason of the Court’s Final Order, which is incorporated by reference, judgment is entered in favor of Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc. on all claims and the Litigation, including claims by Plaintiffs and all Settlement Class Members, are dismissed with prejudice.

SO ORDERED this \_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
The Honorable Katherine Polk Failla, U.S.D.J.

**EXHIBIT D**  
**Proposed Class Notice**

NOTICE OF CLASS ACTION SETTLEMENT

AUTHORIZED BY THE U.S. DISTRICT COURT,  
SOUTHERN DISTRICT OF NEW YORK

**Partial Settlement of Class Action Involving  
Global Distribution Systems**

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- The purpose of this notice is to alert you to the existence of a class action lawsuit called *Daniel Gordon, et al. v. Amadeus IT Group, S.A., et al.*, No. 1:15-cv-05457-KPF (S.D.N.Y.) (the “Litigation”) and a partial settlement of that lawsuit by Defendants Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc.
- The Litigation is brought on behalf of all residents of the United States who purchased an airline passenger ticket from certain domestic airlines between June 1, 2006 and the date of this notice (the “Class”). The Defendants in the case are (a) Amadeus IT Group, S.A., Amadeus North America, Inc., and Amadeus Americas, Inc. (collectively, “Amadeus”); (b) Travelport Worldwide Limited and Travelport LP (collectively, “Travelport”), and (c) Sabre Corporation f/k/a Sabre Holdings Corporation, Sabre Holdings Corporation, Sabre GBL Inc., and Sabre Travel International Limited (collectively, “Sabre”) (together “Defendants”). The Litigation, which seeks only injunctive relief, claims that the Defendants violated the federal antitrust laws by colluding to impose certain contract provisions on certain domestic airlines, which Plaintiffs assert has increased the price of airline tickets.
- Amadeus and Plaintiffs have executed a Settlement Agreement and the Court has certified the Class for purposes of settlement. Amadeus denies the allegations in the case, but has agreed to settle in order to avoid additional burden and expense associated with Litigation.
- Plaintiffs previously reached a settlement with Defendant Travelport, to which the court granted Final Approval on May 4, 2018. The Travelport settlement provided essentially the same relief that is now provided under this Amadeus settlement. The case will remain pending against the remaining Defendant, Sabre (the “Non-Settling Defendant”).
- The settlement imposes upon Amadeus an immediate prohibition against agreeing or coordinating with any Defendant in order to impose certain contract provisions on the Airlines described above. In addition, the settlement provides for conditional relief, which if triggered would require Amadeus to offer certain contract alternatives to airlines if Plaintiffs achieve certain injunctive relief as against Sabre either by way of a settlement or at trial. Furthermore, the settlement requires Amadeus to make certain enhancements to its antitrust compliance program and to authenticate for trial Amadeus’ own documents as business records. In addition, the settlement contemplates that Amadeus will pay a part of fees and litigation expenses incurred by Class Counsel on behalf of the Class and that Amadeus will bear the cost of Class Notice. In the event of any conflict between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall control.

- Please check [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com) for any updates relating to the settlement or the settlement approval process.
- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>YOU MAY OBJECT</b>	If you do not agree with any part of this Settlement, you may: (1) send a written objection to the Court to say why you disagree, and/or (2) ask to speak at the Court hearing about the fairness of this settlement.
<b>DEADLINES</b>	The deadline for sending objections to the Settlement is [DATE] and the Fairness Hearing will take place on [DATE].
<b>GETTING MORE INFORMATION</b>	If you would like to obtain more information about the Settlement, you can send questions to the lawyers identified in this notice, visit the website established for information relating to this case ( <a href="http://www.gdsclasssettlement.com">www.gdsclasssettlement.com</a> ), and/or ask to attend the hearing at which the Court will evaluate the settlement.

- These rights and options—and the deadlines for exercising them—are explained in this notice.
- The Court has given its preliminary approval to this settlement. The Court has not yet given its final approval. If the Court does not finally approve the Settlement, Plaintiffs' Class Counsel may need to prove the claims against Amadeus at trial.

## WHAT THIS NOTICE CONTAINS

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**BASIC INFORMATION**

**1. Why did I get this notice?**

This notice tells you about your rights and options in a class action lawsuit in the U.S. District Court for the Southern District of New York. Judge Katherine Polk Failla is overseeing the Litigation, which is called *Daniel Gordon, et al. v. Amadeus IT Group, S.A., et al.*, No. 1:15-cv-05457-KPF (S.D.N.Y.). This notice explains the Litigation, the proposed Settlement, and the benefits available.

You received this notice because you may have purchased an airline passenger ticket from an Airline between June 1, 2006 and the date of this notice, and, therefore, you may be a member of the Settlement Class certified by the Court for purposes of Settlement (the “Class” or the “Settlement Class”). For purposes of this settlement, the term “Airline” means American Airlines, Continental Airlines, Delta Airlines, Northwest Airlines, United Airlines, US Airways, AirTran, JetBlue, and Alaska Airlines to the extent they still exist as independent companies.

**2. What is this lawsuit about?**

This Litigation seeks only injunctive relief based on allegations that the Defendants, all of which are Global Distribution Systems (“GDSs”) that are intermediaries between air carriers and travel agents, violated the federal antitrust laws by colluding to impose certain contract provisions on the Airlines that (1) require an Airline to make all of its fares, availability information, and related content available on a particular Defendants’ GDS; or (2) prohibit an Airline from offering lower fares for tickets sold through non-GDS distribution channels, or surcharging for booking through a GDS (the “Contractual Provisions”). Plaintiffs assert that this alleged agreement among Defendants has increased the price of airline tickets. A copy of the Plaintiffs’ Amended Class Complaint, dated October 2, 2015 (the “Complaint”), is available at [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com). You should be aware that all damages claims asserted in the case have been dismissed by the Court and Plaintiffs are pursuing only an injunctive remedy.

Amadeus denies all of Plaintiffs’ allegations, including that any Plaintiff or member of the Settlement Class is entitled to relief. The Settlement is not an admission of wrongdoing by Amadeus. No trial has been held.

**THE COURT HAS NOT FOUND THAT AMADEUS HAS VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES ASSERTED BY AMADEUS.**

**3. Why is this lawsuit a class action?**

In a class action, a very small number of people called “Class Representatives” sue not only for themselves, but also on behalf of other people with similar legal claims and interests. If the Court finds that the legal requirements for establishing a class are met, all of these people or with similar claims and interests form a class, and are class members.

In this case, the Class Representatives are Robert Binz V, Michael Binz, Andrew Margolick, Leslie Clemenson, Nili Sinai-Nathan, Gregory Melita, and Tom Clynes.

When a court decides a case or approves a settlement, it is applicable to all members of the class. In this case, the Court as given its preliminary approval to the Settlement and to the Settlement Class defined in this notice. A copy of the Court’s order granting preliminary approval may be found at [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com).

When the Court decided to give preliminary approval to the Settlement, the Court also determined that, for purposes of settlement only, this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which is a procedural rule that governs class actions in federal court.

**4. Why is there a settlement with Travelport?**

The Court has not decided which side was wrong or if any laws were violated. Instead, Amadeus agreed to settle the case and to avoid the cost and risk of trial and appeals that would follow a trial.

In this case, Amadeus agreed to settle only after extensive litigation. During discovery, Plaintiffs’ Class Counsel reviewed 8 to 10 million of pages of documents, and the parties conducted numerous depositions. The settlements with Amadeus was the product of extensive negotiations. By settling, Amadeus will avoid the risk of trial and the continued costs of litigation. The Class Representatives and Plaintiffs’ Class Counsel believe that the proposed settlement is fair, adequate, and reasonable and in the best interests of the Settlement Class.

**WHO IS IN THE CLASS**

**5. Am I part of the Class and the settlement with Travelport?**

You are a member of the Settlement Class if you are a resident of the United States who purchased an airline passenger ticket from an Airline between June 1, 2006 and the date of this notice.

**WHAT ARE THE BENEFITS OF THE SETTLEMENT**

**6. What does the settlement with Travelport provide?**



The terms of the settlement, which is subject to final approval by the Court, are set forth in the written Settlement Agreement dated [XXXX]. The benefits provided by the Settlement are as follows:

- **Injunctive Relief:** On and after the date this Settlement is finally approved by the Court, Amadeus shall be enjoined from coordinating or agreeing with any Defendants to require any Airline to agree to the Contractual Provisions.
- **Conditional Relief:** If Plaintiffs resolve the Litigation, either by final judgment through appeal or by a finally approved settlement, with the remaining Defendant, Sabre, on terms that (a) preclude the Sabre from requiring an Airline to agree to the Contractual Provisions, (b) preclude the Sabre from contracting with an Airline on terms that include the Contractual Provisions, or (c) require the Sabre to offer an alternative to the Contractual Provisions, then, Amadeus will have a one-time obligation, if requested by an Airline no earlier than six months before the expiration or first permitted termination of the content agreement between Amadeus and the Airline in effect as of the date of Final Approval (in each case the Pre-Existing Content Agreement), to offer the Airline an alternative to the Contractual Provisions to apply following such expiration or termination. Further details regarding the Conditional Relief are set forth in the Settlement Agreement.
- **Enhancements to Antitrust Compliance Program:** Amadeus will agree to conduct no less than annual antitrust and competition law training for appropriate employees, which will include an enhanced focus on communications with competitors, enhanced focus on exchanging sensitive competitive information with competitors, and enhanced focus on coordination of conduct with respect to contracting with air carriers, for a period of five years from the date of the Court's final approval of the settlement.
- **Provision of Information to Plaintiffs' Class Counsel:** Amadeus agrees to authenticate, through a custodian or other authorized person, Amadeus' own produced documents as business records that Plaintiffs' Class Counsel identify as reasonably necessary for any submission to the Court or for trial.
- **Payment of Litigation Expenses and for Class Notice:** Within fourteen (14) days of the Court's final approval of the Settlement, Amadeus will pay to Plaintiffs' Class Counsel \$3,000,000.00, such amount representing partial payment for attorneys' fees and litigation expenses, including expert expenses, incurred by Plaintiffs' Class Counsel for the benefit of the Settlement Class. Any service awards to Plaintiff Class Representatives shall be paid out of this amount, subject to approval by the Court and will not exceed \$500.00. Class Counsel's motion for fees, expenses and service awards and supporting documents will be filed 30 days before the Final Approval Hearing and will also made available on the Settlement website.

In exchange for the relief described above, the Settlement Class releases all claims for injunctive or equitable relief against Amadeus and certain other related entities (the "Releasees" (as defined

in the Settlement Agreement)), arising out of the conduct alleged in the Litigation through the date this settlement is finally approved by the Court. The Settlement Agreement, which is available at [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com), contains the full text of the release for your review.

#### 7. How can I obtain these benefits?

Because of the nature of the claims at issue in the Litigation and the relief provided by the Settlement, you do not need to do anything to obtain the benefits of the Settlement.

### OBJECTING TO THE SETTLEMENT

#### 8. How do I tell the Court that I do not like the settlement with the Defendants?

If you are a member of the Settlement Class, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must deliver to Plaintiffs' Class Counsel and Amadeus's Counsel and file with the Court, so that it is received on or before [DATE], a written statement stating that your objection and any supporting brief you wish to file. You must include a statement as to whether you intend to appear and argue at the Fairness Hearing. You may prepare, file, and serve the written objection and any supporting brief on your own or through an attorney retained at your own expense. Your objection must include proof that you fall within the definition of the Settlement Class.

If you file and serve a written objection, you may appear at the Fairness Hearing, either in person at their own expense or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement. If you or your attorney intends to make an appearance at the Fairness Hearing, you must deliver a Notice of Intention to Appear to Counsel and file such Notice of Intention to Appear with the Court, so that it is filed and received by both on or before [DATE].

If you retain an attorney to prepare a written objection and/or appear at the Final Approval Hearing, your counsel must, in addition to the information stated above, include in the written objection: (a) the attorney's experience with class actions, including the capacity in which the attorney participated in each class action (e.g., plaintiffs', defendants' or objectors' counsel), and the outcome of each case; and (b) each case in which the attorney has previously represented an objector in a class action, the disposition or effect that any objection had on each class action case, and whether the attorney was paid for each case that was voluntary dismissed, at any time, including on appeal.

Regardless of whether you employ an attorney to prepare the written objection, you must sign the written objection personally as an attestation that you discussed the objection with your attorney and have fully reviewed the written objection.

If you file an objection, you may be required to sit for a deposition regarding matters concerning the objection. If you do not comply with these provisions you will waive and forfeit any and all rights to object, and shall be bound by all the terms of the Settlement Agreement, and by all

proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement.

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

The Court has appointed the lawyers listed below to represent you. The lawyers listed below have been appointed by the Court as Plaintiffs’ Class Counsel. They are experienced in handling similar cases against other companies. Certain other lawyers have also worked with Plaintiffs’ Class Counsel to represent you in this case. Because you are a member of the Settlement Class, you do not have to pay any of these lawyers. Plaintiffs’ Class Counsel are:

Vincent J. Esades HEINS MILLS & OLSON, P.L.C. 310 Clifton Avenue Minneapolis, MN 55403 <a href="mailto:vesades@heinsmills.com">vesades@heinsmills.com</a>	Robert G. Eisler GRANT & EISENHOFER, PA 485 Lexington Avenue New York, NY 10017 <a href="mailto:resiler@gelaw.com">resiler@gelaw.com</a>
Steven J. Greenfogel Mindee J. Reuben LITE DEPALMA GREENBERG 1521 Locust Street, 7th Floor Philadelphia, PA 19102 <a href="mailto:sgreenfogel@lightdepalma.com">sgreenfogel@lightdepalma.com</a> <a href="mailto:mreuben@litedepalma.com">mreuben@litedepalma.com</a>	Douglas A. Millen FREED KANNER LONDON & MILLEN, LLC 2201 Waukegan Road, Suite 130 Bannockburn, IL 60015 <a href="mailto:dmillen@fkmlaw.com">dmillen@fkmlaw.com</a>
Joseph R. Saveri JOSEPH SAVERI LAW FIRM 555 Montgomery Street, Suite 1210 San Francisco, CA 94111 <a href="mailto:jsaveri@saverilawfirm.com">jsaveri@saverilawfirm.com</a>	

#### **10. Should I get my own lawyer?**

You do not need to hire your own lawyer because Plaintiffs’ Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

### **THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement with Amadeus. You may attend and you may ask to speak, provided that you comply with the requirements for doing

so that are set forth in response to Question No. 8 above. But you do not have to speak if you have no desire to do so.

**11. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at [DATE/TIME], in Courtroom [X] at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. At this hearing, the Court will consider whether the settlement with Amadeus is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the decision will take.

**Important!** The time and date of this hearing may change. For updated information on the hearing, visit [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com).

**12. Do I have to come to the hearing?**

No. Plaintiffs' Class Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. If you file an objection to the Settlement, you do not have to come to Court to talk about it. So long as you timely file your objection and comply with the requirements set forth in response to Question No. 8 above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**13. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a Notice of Intention to Appear in compliance with the procedures described in response to Question No. 8 above. Your Notice of Intention to Appear must be **received by the Court and Counsel no later than [DATE]**.

**IF YOU DO NOTHING**

**14. What happens if I do nothing at all?**

If you are a member of the Settlement Class and do nothing, you will remain a Settlement Class Member and will receive the benefits of the Settlement. You also will be bound by the Court's orders regarding the Settlement and will release your claims against Amadeus in accordance with the terms of the Release spelled out in the Settlement Agreement.

**GETTING MORE INFORMATION**

**15. How do I get more information?**

If you have questions about this case or want to get additional information, you may also contact the lawyers listed above, or visit the website [www.gdsclasssettlement.com](http://www.gdsclasssettlement.com), which contains links to the complete Settlement Agreement, including all attachments, and other documents related to this Litigation, including the Complaint and the opinion of the Court dismissing the damages

claims against Defendants. This notice is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. In addition to being available on the website, a copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312, and can be accessed during normal business hours.

**PLEASE DO NOT WRITE OR CALL THE COURT  
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: [DATE]

BY THE COURT

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The Honorable Katherine Polk Failla  
United States District Judge