

No. 236-326225-21

AMERICAN AIRLINES, INC.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
v.	§	
	§	
SABRE HOLDINGS CORPORATION,	§	TARRANT COUNTY, TEXAS
SABRE GLBL INC., and SABRE TRAVEL	§	
INTERNATIONAL LIMITED,	§	
	§	
Defendants.	§	___TH JUDICIAL DISTRICT

**PLAINTIFF’S VERIFIED ORIGINAL PETITION AND APPLICATION  
FOR TEMPORARY INJUNCTION AND PERMANENT INJUNCTION**

Through its counsel, plaintiff American Airlines, Inc. (“American”) files this Verified Original Petition and Application for Temporary Injunction and Permanent Injunction against defendants Sabre Holdings Corp., Sabre GLBL Inc., and Sabre Travel International Limited (collectively, “Sabre”). Based on personal knowledge as to itself and its own actions and on information and belief as to all other persons and events, American respectfully alleges as follows:

**DISCOVERY LEVEL**

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

**NATURE OF THE ACTION**

2. This is a suit to prevent significant and irreparable harm to American’s business and goodwill due to knowing actions by Sabre, its long-time ticket distribution vendor. Sabre recently announced that it will make a full rollout of its “New Airline Storefront” display product by or beginning July 1, 2021. As American repeatedly has complained, and Sabre is fully aware, Sabre’s new format does and will disadvantage American by providing inaccurate and misleading

displays of American's travel information, including its products, services, fares, schedules, and inventory, to travel agents who subscribe to Sabre's distribution services. In addition, Sabre told American that it intends to pay added incentives to travel agencies who book higher-end tickets on Delta under a new value-based booking fee model. This would cause travel agents to book critical business travelers on other airlines over American.

3. Sabre's actions are and will be a harmful breach of the parties' contracts that will cause immediate and irreparable harm to American. Sabre's actions are especially harmful now, when the U.S. economy—along with business air travel—is recovering from the recent pandemic, and American is attempting to rebuild its business. American repeatedly raised its serious concerns and asked Sabre to pause its rollout of the New Airline Storefront, but Sabre has refused.

4. American has no choice but to respectfully request the Court to address the case on an expedited basis and, after proper hearing, exercise its equitable powers to prevent this ongoing and significant harm. To that end, American requests that the Court direct Sabre on an expedited basis to answer or otherwise respond to this petition and to engage in necessary discovery regarding the issues and actions in dispute.<sup>1</sup>

#### **PARTIES**

5. American is a Delaware corporation with its worldwide headquarters in this County at 1 Skyview Drive, Fort Worth, Texas 76155.

6. Defendant Sabre GLOBL Inc. is a Delaware corporation with its principal place of

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<sup>1</sup> Notably, these same parties had a lengthy litigation in which this Court entered injunctive relief prohibiting similar conduct by Sabre against American. *See American Airlines, Inc. v. Sabre, Inc., et al.*, No. 067-249214-10 (67th Jud. Dist. Ct. of Tarrant Co., Tex., Jan. 10, 2011) (Hon. Donald Cosby, presiding). The Court enjoined Sabre from “biasing, disadvantaging, or disfavoring American’s content within the Sabre GDS primary search, display, and pricing functions,” based on a finding that American proved “a probable right of recovery against defendant Sabre Travel on its claim of breach of contract” and would “suffer immediate and irreparable loss, injury, and damage” absent prompt relief. *Id.*

business at 3150 Sabre Drive, Southlake, Texas 76092. It may be served with process through its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

7. Defendant Sabre Holdings Corporation is a Delaware corporation with its principal place of business at 3150 Sabre Drive, Southlake, Texas 76092. It may be served with process through its registered agent for service of process, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

8. Defendant Sabre Travel International Limited is a corporation organized under the laws of Ireland. It is nominally headquartered at 25/28 North Wall Quay, Dublin 1, Ireland, but its principal place of business is 3150 Sabre Drive, Southlake, Texas 76092. It may be served with process through the Texas Secretary of State. *See* Tex. Bus. Orgs. Code Ann. §5.251; Tex. Civ. Prac. & Rem. Code Ann. §17.026(a); Tex. Civ. Prac. & Rem. Code Ann. §17.044; 1 Tex. Admin. Code §71.21.

#### **JURISDICTION AND VENUE**

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

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

11. Venue is proper in this County pursuant to Tex. Civ. Prac. & Rem. Code Ann. §15.002. All parties have their headquarters in this County, and a substantial part of the activities, events, and harm at issue did and will occur here.

## FACTS GIVING RISE TO THIS ACTION

### A. Background

12. Sabre operates a global distribution system or “GDS.” It is an electronic platform that provides a service by which travel information, including fares, schedules, and inventory, for participating air carriers is aggregated and displayed by computer to subscribing travel agents. These travel agents use the GDS to search for and book tickets for airline customers for travel on American and other airlines. The air carriers, in turn, pay the GDS a booking fee for flights booked by travel agents through its GDS. Travel agents rely almost exclusively on GDSs for their search and booking platforms.

13. American and most other legacy U.S. airlines depend upon travel agencies to sell airline tickets to consumers. Although airlines sell tickets directly to consumers—through their websites, call centers, and ticket offices—most airline passenger revenues are generated by tickets sold through travel agents, namely, travel management companies (“TMCs”), online travel agencies, and brick-and-mortar travel agencies. TMCs are an especially important part of airline ticket sales and revenue due to their connection to business travel.

14. Business travelers account for a disproportionately high share of the revenue of most large airlines, including American. They are particularly dependent on TMCs because many businesses contract with a large TMC to manage their employees’ business travel and require that employees use that travel agency when they buy airline tickets for business travel. Because business travelers buy nearly all of their tickets through TMCs, and because most travel agents get their flight information principally through only one GDS, failure to be listed accurately or at all in any one of the GDSs will cause airlines to lose substantial revenue.

15. Sabre operates the dominant GDS in the U.S., with a domestic market share that is larger than the combined shares of its two GDS competitors. American is the largest customer of

Sabre today and has been for decades.

**B. Sabre’s Biasing Against American Flights**

16. Since 1998, the flight and fare information that American makes available to Sabre has been governed by a contract, the Participating Carrier Distribution & Services Agreement (“PCA”). Under the contract, which has been amended several times, Sabre is obligated to display American’s fare, schedule, and inventory data fairly, neutrally, and accurately.

17. In April 2021, according to media reports, Sabre launched a pilot program featuring its New Airline Storefront (“Storefront”), a retail shopping display. Sabre’s new display provides airline products and services, and associated fare, schedule, and inventory data, on a series of three to four “shelves” shown on travel agents’ computer screens. Despite the fact that American is Sabre’s largest client, Sabre did not consult with American on the Storefront development or design, and only recently provided American with sufficient access to Storefront in Sabre Red 360 for American to review how its travel information is being displayed.

18. In its review, American discovered numerous instances of the Storefront favoring Delta products over those of American, including displays that omit, hide, or misrepresent certain American products.

19. Sabre has notified American that by July 2021, Sabre intends to roll Storefront out to the remainder of its subscribing travel agencies. Sabre also intends to make Storefront the default display in Sabre Red 360 for all agencies and release Storefront to corporate clients through its Sabre GetThere booking platform. American has asked Sabre to pause its rollout of the Storefront until the issues described above can be fixed. To date, Sabre has refused to do so.

20. Storefront violates the parties’ contract. This suit seeks an injunction barring Sabre from using Storefront and further rolling out Storefront to travel agencies through its Sabre Red 360 product, or to corporate customers through its GetThere product, or any other product.

### **C. Storefront's Bias in Favor of Delta Products**

21. Sabre has admitted publicly that it developed Storefront in collaboration with Delta, an airline that has now paused the development of new distribution technologies that Sabre has long opposed. As described above, American has found multiple instances of Storefront favoring Delta's products over American's.

22. Since 2012, American and certain other airlines have undertaken significant efforts to modernize the distribution of airline content to better tailor services for travelers. Their efforts include adopting and implementing new data transmission standards that allow airlines to offer dynamic, detailed content like personalized offers and products (e.g., baggage fees, pre-assigned seats, boarding privileges, etc.) to travel agents that are otherwise available only on the airlines' own website. The new standards permit airlines to employ "direct connect" systems to deliver fare, schedule, and inventory content directly to travel agencies to be aggregated either by a GDS or through another aggregation platform. Sabre recognizes that these new technologies pose a threat to its antiquated business model, and it has taken steps to frustrate their development.

23. Delta initially took steps to implement these new direct-connect technologies. In 2020, however, it announced a "pause" in its plans to implement them. Delta's pause coincided with its collaboration with Sabre to develop Storefront. Indeed, a few months after announcing the pause, Sabre and Delta announced a "transformative global distribution agreement" that "ensures Sabre-connected travel buyers will continue to have access to Delta's content." In the same May 3, 2021, press release, Sabre and Delta expounded on their "partnership philosophy," exemplified by their "innovation to transform our storefront experience" through the new Storefront.

24. But Storefront does not currently enable direct access to airlines, does not allow for new or different content, and does not represent significant technological innovation. It is merely a display format that appears to favor a carrier preferred by Sabre over other airlines, including

American, which has a right to a fair, accurate, and neutral display in the Sabre GDS.

25. As shown in Exhibit A below, which is an actual screenshot recently secured by American from a Sabre Red 360 display, Sabre's Storefront displays airline products and services and associated fare, schedule, and inventory data, in shelves that create the appearance that each product in a column has the same features as other products in the column. In the example below, each product in the first column is described as BASIC ECONOMY, while products in the fourth column are described as FIRST or BUSINESS class.

*Exhibit A. Sabre Storefront display*

Flight	Origin	Destination	Time	Class 1	Class 2	Class 3	Class 4
AA 2277	DFW - Dallas	DTW - Detroit	7:58 2h 48min	Not Available	MAIN CABIN USD 98.40	Not Available	FIRST FLEXIBLE USD 389.40
AA 1339	DFW - Dallas	DTW - Detroit	7:58 2h 47min	Not Available	MAIN CABIN USD 98.40	Not Available	FIRST FLEXIBLE USD 389.40
AA 1355	DFW - Dallas	DTW - Detroit	7:58 2h 48min	Not Available	MAIN CABIN USD 98.40	Not Available	FIRST FLEXIBLE USD 389.40
DL 1399	DFW - Dallas	DTW - Detroit	22:11 2h 43min	BASIC ECONOMY USD 98.40	MAIN CABIN USD 138.40	DELTA COMFORT PLUS USD 193.40	FIRST CLASS USD 293.41
DL 1503	DFW - Dallas	DTW - Detroit	22:11 2h 43min	BASIC ECONOMY USD 118.40	MAIN CABIN USD 158.40	DELTA COMFORT PLUS USD 213.40	FIRST CLASS USD 313.40
AA 2508	DFW - Dallas	DTW - Detroit	7:58 2h 42min	Not Available	MAIN CABIN USD 128.40	Not Available	FIRST USD 299.40
NK 734	DFW - Dallas	DTW - Detroit	32:11 2h 37min	Not Available	Not Available	Not Available	Not Available
DL 4954, DL 4880	DFW - Dallas	DTW - Detroit	6:29 2h 37min	BASIC ECONOMY USD 146.20	MAIN CABIN USD 186.20	DELTA COMFORT PLUS USD 241.20	FIRST CLASS USD 341.20

26. Features of Storefront mimic features on Delta’s website. For example, as shown in Exhibit B below, Storefront has a banner at the top for “cheapest,” “fastest,” and “best” fares.

*Exhibit B. Sabre Storefront display for JFK-New York to LAX-Los Angeles route*

id	Cheapest	Fastest	Best				
<p>FILE TREND: No data available   TRAVEL SEASONALITY: No data available   FLEXIBLE DATES: Similar prices 7 days   FARE RANGE: No fare range found   ALTERNATE AIRPORTS: USD 132 USA USD 2490 TTB</p>							
1	UA 515 United Airlines	JFK - New York 18OCT 09:00	LAX - Los Angeles 18OCT 12:29	763 09:29min COVD-19			
<table border="1"> <tr> <td>SABRE BASIC ECONOMY USD 135.40</td> <td>SABRE ECONOMY USD 175.40</td> <td>SABRE PREMIUM ECONOMY USD 274.40</td> <td>SABRE FIRST OR BUSINESS USD 1095.40</td> </tr> </table>				SABRE BASIC ECONOMY USD 135.40	SABRE ECONOMY USD 175.40	SABRE PREMIUM ECONOMY USD 274.40	SABRE FIRST OR BUSINESS USD 1095.40
SABRE BASIC ECONOMY USD 135.40	SABRE ECONOMY USD 175.40	SABRE PREMIUM ECONOMY USD 274.40	SABRE FIRST OR BUSINESS USD 1095.40				
2	DL 359 Delta Air Lines	JFK - New York 18OCT 18:15	LAX - Los Angeles 18OCT 21:44	769 09:29min COVD-19			
<table border="1"> <tr> <td>SABRE BASIC ECONOMY USD 135.40</td> <td>SABRE MAIN CABIN USD 175.40</td> <td>SABRE DELTA COMFORT PLUS USD 355.40</td> <td>SABRE DELTA ONE USD 968.40</td> </tr> </table>				SABRE BASIC ECONOMY USD 135.40	SABRE MAIN CABIN USD 175.40	SABRE DELTA COMFORT PLUS USD 355.40	SABRE DELTA ONE USD 968.40
SABRE BASIC ECONOMY USD 135.40	SABRE MAIN CABIN USD 175.40	SABRE DELTA COMFORT PLUS USD 355.40	SABRE DELTA ONE USD 968.40				
3	UA 517 United Airlines	JFK - New York 18OCT 19:00	LAX - Los Angeles 18OCT 22:29	763 09:29min COVD-19			
<table border="1"> <tr> <td>SABRE BASIC ECONOMY USD 135.40</td> <td>SABRE ECONOMY USD 175.40</td> <td>SABRE PREMIUM ECONOMY USD 274.40</td> <td>SABRE FIRST OR BUSINESS USD 1095.40</td> </tr> </table>				SABRE BASIC ECONOMY USD 135.40	SABRE ECONOMY USD 175.40	SABRE PREMIUM ECONOMY USD 274.40	SABRE FIRST OR BUSINESS USD 1095.40
SABRE BASIC ECONOMY USD 135.40	SABRE ECONOMY USD 175.40	SABRE PREMIUM ECONOMY USD 274.40	SABRE FIRST OR BUSINESS USD 1095.40				
4	DL 335 Delta Air Lines	JFK - New York 18OCT 19:23	LAX - Los Angeles 18OCT 23:04	768 09:39min COVD-19			
<table border="1"> <tr> <td>SABRE BASIC ECONOMY USD 135.40</td> <td>SABRE MAIN CABIN USD 175.40</td> <td>SABRE DELTA COMFORT PLUS USD 355.40</td> <td>SABRE DELTA ONE USD 968.40</td> </tr> </table>				SABRE BASIC ECONOMY USD 135.40	SABRE MAIN CABIN USD 175.40	SABRE DELTA COMFORT PLUS USD 355.40	SABRE DELTA ONE USD 968.40
SABRE BASIC ECONOMY USD 135.40	SABRE MAIN CABIN USD 175.40	SABRE DELTA COMFORT PLUS USD 355.40	SABRE DELTA ONE USD 968.40				
5	B6 355 JetBlue Airways	JFK - New York 18OCT 18:30	ONT - Los Angeles 18OCT 21:27	321 09:57min COVD-19			
<table border="1"> <tr> <td>SABRE BLUE BASIC USD 138.40</td> <td>SABRE BLUE USD 193.40</td> <td>Not Available</td> <td>Not Available</td> </tr> </table>				SABRE BLUE BASIC USD 138.40	SABRE BLUE USD 193.40	Not Available	Not Available
SABRE BLUE BASIC USD 138.40	SABRE BLUE USD 193.40	Not Available	Not Available				
12	AA 117 American Airlines	JFK - New York 18OCT 19:59	LAX - Los Angeles 18OCT 22:58	328 09:59min COVD-19			
<table border="1"> <tr> <td>Not Available</td> <td>SABRE MAIN CABIN USD 158.40</td> <td>Not Available</td> <td>SABRE PLUSSEP FIRST USD 1158.40</td> </tr> </table>				Not Available	SABRE MAIN CABIN USD 158.40	Not Available	SABRE PLUSSEP FIRST USD 1158.40
Not Available	SABRE MAIN CABIN USD 158.40	Not Available	SABRE PLUSSEP FIRST USD 1158.40				
13	B6/AA 4011 JetBlue Airways	JFK - New York 18OCT 19:59	LAX - Los Angeles 18OCT 22:58	321 09:59min COVD-19			
<table border="1"> <tr> <td>Not Available</td> <td>SABRE M USD 158.40</td> <td>Not Available</td> <td>Not Available</td> </tr> </table>				Not Available	SABRE M USD 158.40	Not Available	Not Available
Not Available	SABRE M USD 158.40	Not Available	Not Available				



As shown in Exhibit C below, Delta’s website utilizes almost identical tags.

*Exhibit C. Delta website display for DFW to HNL-Honolulu route*

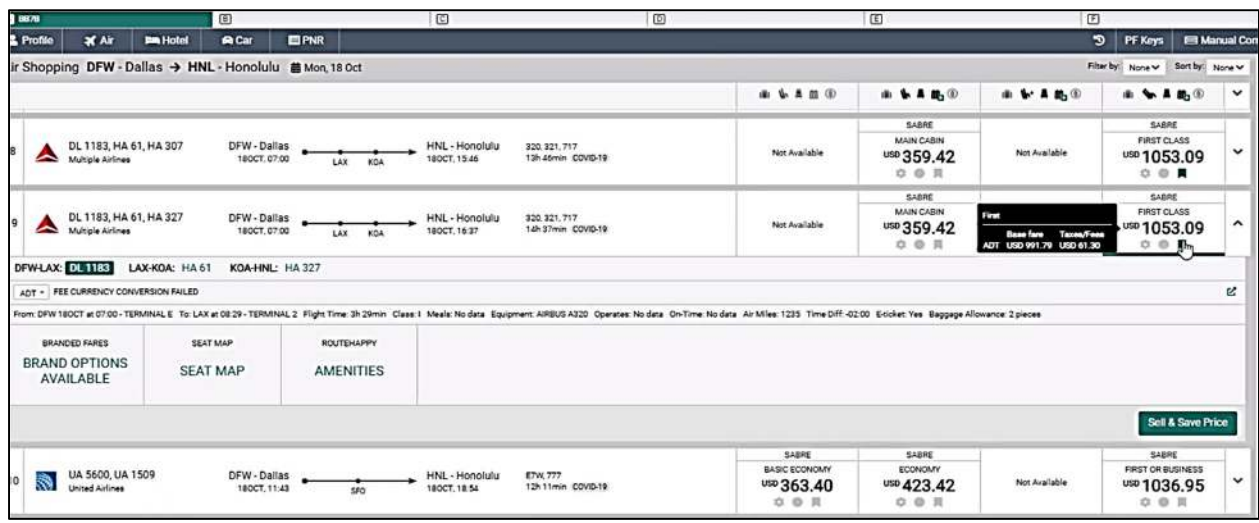
Mon, Oct 18, 2021		Main	Comfort+	Delta One
Price includes taxes and fees. Baggage fee may apply. Services and amenities may vary or change.				
<b>LOWEST FARE</b>				
DL1181, DL443	10h 53m			
12:48pm	✈	6:41pm		
DFW	LAX 1h 42m	HNL		
Details   Seats	WiFi, Power, Entertainment	Main (K) \$482 One Way	Comfort+ (W) \$682 One Way	First (C) \$1,174 One Way
<b>FASTEST</b>				
DL1512, DL313	10h 36m			
8:30am	✈	2:06pm		
DFW	SLC 39m	HNL		
Details   Seats	WiFi, Power, Entertainment	Main (Q) \$549 One Way	Comfort+ (W) \$749 One Way	First (J) \$1,689 One Way

27. One of the ways that Storefront favors Delta flight and fare products over American products is by providing a shelf for certain routes that fits itself to Delta’s COMFORT PLUS product. Delta’s COMFORT PLUS offers passengers the chance to board and deplane early, more leg room, dedicated overhead bin space, and other amenities like better snacks. American offers two comparable products, Main Cabin Extra, which includes early boarding, more leg room, a dedicated overhead bin space, and amenities like upgraded refreshments, and Main Plus, which includes complimentary access to Main Cabin Extra and preferred seats (if available), preferred boarding, and one additional free checked bag (in addition to the Main Cabin allowance). Storefront omits American’s Main Cabin Extra product entirely thus misleadingly conveying to travel agents that Delta has products that American does not.

28. Storefront also has features that highlight Delta offerings over other airline offerings. For example, as shown in Exhibit D below, Delta’s first-class fare out of DFW has a

green “flag” below it, while the comparable—and cheaper—United first-class fare does not.

*Exhibit D. Sabre Storefront display for DFW to HNL-Honolulu route*



**D. Sabre’s Incentives to Travel Agents to Book Delta Flights**

29. Compounding the systematic bias of Storefront, Sabre has said that it intends to offer financial incentives to motivate travel agents to sell higher-priced Delta flight and fare products. These actions would violate American’s contract.

30. In May 2021, Sabre and Delta announced a new distribution deal that differs from Sabre’s contracts with other airlines. Other airlines pay a flat booking fee per flight leg; under Sabre’s new contract with Delta, Delta will pay a higher fee for higher “value” Delta bookings to Sabre. In a trade press article, a Delta executive said that Sabre needs to “pass that concept through” to travel agents for the new deal to work. And in another recent trade press article, Sabre’s Executive Vice President and Chief Product Officer admitted that Sabre intends to “partner with our agency customers” to “motivate that sale of the higher-value products for Delta.” In other words, Sabre will need to pay travel agents higher incentives for higher-value Delta bookings.

31. Sabre’s planned actions will violate its contract with American. By making higher payments to travel agents who sell higher-price Delta tickets, Sabre would incent them to book

Delta flights and fares and not book comparable American products.

**E. Storefront’s Other Biases Against American Content**

32. In addition to its systematic bias in favor of Delta’s products, American has identified Storefront displays that mislead travel agents to believe American products are not competitive, or that American does not have product offerings when it does, and to prefer other airlines’ products.

33. For example, on a number of routes, Storefront fails to differentiate between Business- and First-class offerings. This gives the misleading impression that American’s First-class products are comparable to standard Business-class offerings of Delta and other airlines when they are not. American’s Flagship® First offering includes security and boarding privileges, access to its premium Flagship Lounge® facilities in certain cities, an Arrivals Lounge for passengers landing in London, lie-flat seats, chef-inspired Flagship® Dining, and other luxury amenities. But in Exhibit B above, American’s Flagship® First fare is displayed in the same column as Business-class fares for Delta and United, which do not include all of these features. Sabre has admitted that it has the capability to display five shelves in Storefront, but it chooses to limit the display to only four. This means that Sabre has chosen to put American’s Flagship® First in the same category as a Delta One product, which is a cheaper Business-class seat. Delta does not even offer a First-class product in any transcontinental or international market. Storefront thus suggests that Delta’s Business-class product is comparable to American’s premium First-class product, prompting travel agents to book customers interested in a First-class experience on Delta instead of American.

34. Even worse, the display shown in Exhibit B should—but does not—provide any information about American’s Flagship® Business fare. Flagship® Business fares are comparable in price and amenities to other airlines’ Business-class fares, as displayed in the fourth column of Exhibit B. So, in addition to misleadingly comparing American’s First-class offering to other

airlines' Business-class options, American's comparable Business-class fare is not displayed at all.

35. Other American products are also suppressed. For example, in some markets, as shown in Exhibit E below, Sabre has chosen to display only three shelves. But American has other premium products available for those flights, and they are not displayed at all.

*Exhibit E. Sabre Storefront display for JFK-New York to LHR-London route*

Flight #	Airline	Route	Class	Fare
8	VS 10	JFK - New York to LHR - London	ECONOMY LIGHT	USD 410.20
9	DL/VJ 4377	JFK - New York to LHR - London	BASIC ECONOMY	USD 410.20
16	AA/BA 5039	JFK - New York to LHR - London	BASIC ECONOMY	USD 454.20
17	AY/BA 5478	JFK - New York to LHR - London	BASIC ECONOMY	USD 454.20
18	VS 26	JFK - New York to LHR - London	ECONOMY LIGHT	USD 454.20
19	DL/VJ 4371	JFK - New York to LHR - London	BASIC ECONOMY	USD 454.20
20	AA 100	JFK - New York to LHR - London	BASIC ECONOMY	USD 454.20
21	AZ/AA 4012	JFK - New York to LHR - London	ECONOMY LIGHT	USD 454.20

36. Storefront also displays American products and services, and associated fares, schedules, and inventory data, inaccurately on numerous routes. For example, in Exhibit F below, Storefront displays an option for American's First Flexible fare at \$785.91. On American's website, that was the price for a different First Class product which does not provide all features and flexibility of First Flexible. And the second First Flexible fare in Exhibit F, though showing the correct name, has the wrong price. Storefront listed this for \$2,632.80. On American's website, the fare was listed for \$1,891. In other words, Sabre's Storefront displayed the American fare at a price almost 40% higher than it actually was. These are just a few examples of serious errors and mistakes in Storefront's display. American continues to uncover product and pricing errors.

*Exhibit F. Sabre Storefront display for DFW to HNL-Honolulu route*

Flight	Carrier	Class	Fare	Notes
14	UA 1610, UA 1616, UA 1...	SABRE	BASIC ECONOMY USD 369.03	COVID-19
		SABRE	ECONOMY USD 429.05	
		SABRE	FIRST OR BUSINESS USD 1327.32	
15	AA 1820, AA 143	Not Available	Not Available	COVID-19
		SABRE	MAIN CABIN USD 386.40	
		SABRE	FIRST USD 2616.40	
16	UA 6347, UA 1777, UA 1...	SABRE	BASIC ECONOMY USD 394.65	COVID-19
		SABRE	ECONOMY USD 454.66	
		SABRE	FIRST OR BUSINESS USD 1196.24	
17	UA 5355, UA 403, UA 11...	SABRE	BASIC ECONOMY USD 394.65	COVID-19
		SABRE	ECONOMY USD 454.66	
		SABRE	FIRST OR BUSINESS USD 1196.24	
18	AA 2112, AA 31	Not Available	Not Available	COVID-19
		SABRE	MAIN CABIN FLEXIBLE USD 395.45	
		SABRE	FIRST FLEXIBLE USD 785.91	
19	AA 1065, AA 143	Not Available	Not Available	COVID-19
		SABRE	MAIN CABIN FLEXIBLE USD 395.45	
		SABRE	FIRST FLEXIBLE USD 2632.80	

37. These errors constitute a breach of its contract with American. Sabre should promptly correct at its expense all errors or inaccuracies in American travel data in the search and display functionality of the Sabre GDS, including incorrect pricing of American fares for search or purchase.

**F. Sabre’s Knowing Breach of Its Contract with American**

38. Sabre is aware that its Storefront hides, omits, and incorrectly displays American products and services, and associated fares, schedules and inventory data. American repeatedly flagged the issues in meetings and emails over the past weeks, and Sabre admitted the problems. But Sabre refused to commit to correcting the biased and inaccurate displays before rolling out Storefront to subscribers of Sabre Red 360 starting in July 2021.

39. Moreover, prior to its Storefront announcement, Sabre was aware of the potential disadvantage to American that could result from a shelf-based storefront. Well before Sabre introduced Storefront, members of the travel industry—including Sabre—recognized that shelf-based storefronts result in biasing.

40. In 2018, ATPCO, a corporation that operates as a clearinghouse for airline fares and fare rules for the airline industry, began developing a Next Generation Storefront standard. It tried to standardize how online booking tools, GDSs, and other travel data aggregators might sort or group airline product data in storefront displays. Sabre and Delta participated in the effort as did American. In 2019, ATPCO introduced a first version of Next Generation Storefront, which, like Sabre's Storefront, required distribution channels to group airline products in shelves based on criteria like seat type, advance changes, carry-on baggage allowance, and cabin.

41. In 2021, ATPCO abandoned the shelf-based Next Generation Storefront standard. ATPCO and the airline participants realized that NGS or anything similar could not be built without bias. Airline product and service offerings are highly differentiated, and often unique, so they cannot be grouped into a distinct number of shelves without creating the impression that certain offerings are the same even when they are not or favoring products of some airlines over others. As a result, ATPCO's head of retailing publicly admitted that it was unable to reach a consensus with airlines as to shelving placement.

42. Nonetheless, Sabre decided to go forward with its own Storefront. Not only did it fail to reach airline consensus, but Sabre did not discuss the design with American, its biggest customer. Instead, Sabre designed the display by working with an American competitor, Delta.

43. American continues to discover issues about the Storefront's display of its products. These include misclassified, incorrect, and missing fares. Due to the limited information Sabre has provided on how Storefront operates, American cannot identify all the issues that may arise. Sabre still has not provided the algorithm or methodology that it uses to fit products into certain shelves.

44. In fact, Sabre has demanded as a condition to even discuss its Storefront design that American sign a non-disclosure agreement that would prohibit using information provided in the

discussions to enforce its contract duties. Thus, while designing Storefront in collaboration with (and to preference) one airline, Delta, Sabre refuses to share vital information with American, its largest customer, absent a promise that it never challenge Sabre's actions.

**G. How Sabre's Breaches Did and Will Cause Irreparable Harm**

45. Sabre's breaches of its contractual duty to display American flight and fare content in a fair, accurate, and non-misleading manner have caused and will cause harm. Travel agents and customers need and are entitled to transparency and the fair and unbiased display of travel information through a GDS. Sabre's Storefront forces travel agents to take extra steps to find American products, services, and fares comparable to Delta products, services, and fares. All of this undermines American's goodwill, business, and productive relations with travel agents in this State and country.

46. Government regulators have long recognized the significant harm that GDS biasing causes. According to the U.S. Department of Transportation, "If systems give preferential display positions to one airline's services, that display bias will harm airline competition and cause consumers to be misled." Computer Reservations System Regs., 69 FR 976, 992 (Jan. 7, 2004). GDS biasing promotes "misleading information," misleads travel agents, and harms consumers:

Display bias by a GDS in the displays relied on by travel agents could mislead those travel agents and a significant number of consumers who rely on them by causing their travel agents to provide misleading information on the available service options and as a result book relatively inferior flights when other flights might better meet those travelers' needs, for example, in terms of price or scheduling.

DOT Warning Letter on Display Bias (Feb. 1, 2011). (This government warning letter was issued following the events that underlaid these same parties' prior biasing litigation before this Court. *See* n.1, *supra*.) DOT "recognize[s] that commercial harm to airlines resulting from biasing may be a business matter but it also harms consumers if it is not disclosed," and "to the extent undisclosed biasing is used to hinder competition in the distribution market, it potentially stifles

innovation that would provide consumer benefits.” Enhancing Airline Passenger Protections III, 81 FR 76800, 76818 (Nov. 3, 2016).

47. Moreover, harmful biasing can take many forms. This includes omitting or hiding fare data in a GDS display so as to create a misleading impression of what fares are and are not offered, as Sabre’s Storefront does to American content. In a similar incident, Sabre “deliberately suppressed” certain low fares of Continental Airlines for months from its “Shoppers Fare Quote” display, which was meant to help travel agents find low fares in a market. Comments and Proposed Rules of Dep’t of Justice, Advanced Notice of Proposed Rulemaking—Airline CRS at 146, EDR-466, Dkt. No. 41686 (Nov. 17, 1983). While issuing rules against display biasing, DOT referred extensively to the Continental incident, noting that “bias could take the form of hiding information from the public.” CRS Regs., 57 FR 43,780, 43,787 (Sept. 22, 1982).

48. Sabre’s actions in biasing the GDS display of American travel content, as well as in incenting travel agents to book higher-priced tickets for flights on Delta and not American, do and will irreparably harm American. Sabre does and will disrupt American’s business and erode its goodwill with travel agents, corporate customers, and consumers and cause American to lose ticket sales in amounts that are not readily quantifiable. If Sabre’s conduct continues, confusion and frustration among travel agencies and consumers will increase, further disrupting American’s business and harming its goodwill, and American will continue to lose ticket sales in material amounts that cannot be calculated easily.

**FIRST CAUSE OF ACTION  
(BREACH OF CONTRACT BY SABRE)**

49. American realleges the material facts alleged in the preceding paragraphs.

50. The PCA as amended is a valid, enforceable contract binding on Sabre. As a party, American is entitled to sue for its breach. American has met all conditions precedent to and



otherwise complied with the contract.

51. By disfavoring, disadvantaging, and causing inaccurate and misleading display of American travel content in Sabre's GDS, through the Sabre Storefront, and by failing to promptly correct inaccurate or omitted American fares and products, Sabre has breached the contract. Its breach is material, willful, and without excuse.

52. By incenting travel agents to book higher-priced tickets for flights on Delta and not American, Sabre also has breached the contract. Its breach is material, willful, and without excuse.

53. American has suffered and will continue to suffer irreparable harm that cannot be fully compensated with money damages due to Sabre's breaches of the parties' contract. Absent an injunction, Sabre will continue to breach the contract and cause irreparable harm to American. Because American's legal remedy is not adequate to compensate for irreparable injuries inflicted by Sabre, American is entitled to injunctive relief.

#### **CONDITIONS PRECEDENT**

54. All conditions precedent to these claims have been performed by American, have occurred, or have been waived.

#### **APPLICATION FOR TEMPORARY INJUNCTION**

55. Pursuant to Tex. R. Civ. P. 681, *et seq.*, American seeks a temporary injunction preventing breach of the parties' contract. Specifically, pending a full trial on the merits, American requests a temporary injunction with the following provisions.

56. Sabre and its agents, employees, representatives, and those in active concert or participation with them who receive actual notice of the Court's order, by personal service or otherwise, should be enjoined from directly or indirectly undertaking any of the following conduct:

- Use of and/or any further rollout of Sabre's New Airline Storefront;

- Biasing, disfavoring, or disadvantaging American’s travel content within the primary search, display, and pricing functions of the Sabre GDS relative to any other carrier that participates in the Sabre GDS, by way of Sabre’s New Airline Storefront or otherwise; and
- Incenting, inducing, or persuading Sabre subscribers or other travel agents, by payment of increased incentives or otherwise, to book tickets for flights on Delta Airlines and not American.

57. Based on these facts, American is entitled to the issuance of a temporary injunction to protect and preserve the status quo pending a full trial on the merits. *See Cannan v. Green Oaks Apts., Ltd.*, 758 S.W.2d 753, 755 (Tex. 1988). The status quo is the “last, actual, peaceable, non-contested status that preceded the pending controversy.” *State v. Sw. Bell Tel. Co.*, 526 S.W.2d 526, 528 (Tex. 1975). Here, Sabre is in violation of its obligations under the contract. This petition and accompanying evidence show that American has a substantial probability of success on its contract claims, and it has shown proof of substantive and probative character to support its claims. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).

58. American is suffering and will continue to suffer irreparable harm from Sabre’s actions, for which there is no adequate remedy at law. It has shown a likelihood of success on the merits of this case. Balancing of the equities strongly favors the granting of injunctive relief.

59. Plaintiff is willing to post bond to obtain the requested relief.

#### **REQUEST FOR PERMANENT INJUNCTION**

60. Upon final trial, American requests that the Court enter a permanent injunction requiring Sabre to comply with the restrictions set forth above.

#### **ATTORNEY FEES AND INTEREST**

61. American has been required to retain attorneys to protect its rights and prosecute this claim. Pursuant to Tex. Civ. Prac. & Rem. Code §38.001, it is entitled to recover its reasonable attorney fees and costs necessarily expended in this matter.

62. American further seeks recovery of all prejudgment and post-judgment interest at the maximum rate allowed by law.

**JURY DEMAND**

63. American requests a jury trial and tenders the appropriate fee with this petition.

**PRAYER FOR RELIEF**

For these reasons, upon proper hearing or final trial, American respectfully requests the following relief:

- a. That the Sabre defendants be cited to appear and answer in this case;
- b. That the court set a hearing on the application for temporary injunction and, after this hearing, issue the temporary injunction requested in this petition;
- c. That the court set a trial date;
- d. The permanent injunctive relief requested in this petition;
- e. Costs of court and attorney fees, including for any appeal of this case to the Court of Appeals or to the Texas Supreme Court;
- f. Prejudgment and post-judgment interest; and
- g. All other relief, at law or in equity, to which American is justly entitled.

Dated: June 29, 2021

Respectfully submitted,

/s/ Dee J. Kelly, Jr.

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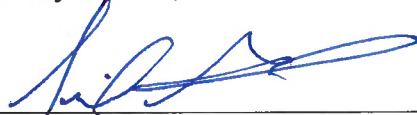
*ATTORNEYS FOR PLAINTIFF*

*AMERICAN AIRLINES, INC.*

**VERIFICATION**

My name is Neil Geurin. My date of birth is November 13, 1977, and my address is 1 Skyview Drive, Fort Worth, Texas 76155, United States of America. I declare under penalty of perjury pursuant to Tex. Civ. Prac. & Rem. Code §132.001 that the factual statements in this Verified Original Petition and Application for Temporary Injunction and Permanent Injunction are true and correct.

Executed in Tarrant County, Texas, on this 29th day of June, 2021.

  
\_\_\_\_\_  
Neil Geurin  
Declarant