

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA**

IN RE DOMESTIC AIRLINE TRAVEL  
ANTITRUST LITIGATION

MDL Docket No. 2656  
Misc. No. 15-1404 (CKK)

This Document Relates To:  
  
ALL CASES.

**STIPULATED PROTECTIVE ORDER REGARDING  
CONFIDENTIAL AND PRIVILEGED MATERIALS**

The parties to the above-captioned matter (the “Action”), though their undersigned counsel of record, stipulate and agree under Rule 26(c) of the Federal Rules of Civil Procedure, and the Court hereby ORDERS upon a finding of good cause, that this Stipulated Protective Order shall govern the disclosure and use of confidential and privileged information in this Action.

**DEFINITIONS GENERALLY**

1. **Parties.** The term “Party” means a plaintiff or defendant in this Action, including the officers, directors, and principals acting on behalf of a corporate Party. “Parties” means any combination of plaintiffs or defendants in this Action, including the officers, directors and principals acting on behalf of corporate Parties.

2. **Non-Parties.** The term “non-party” means any individual, corporation, association, or other natural person or entity that is not a party to the Action.

3. **Document.** The term “document” is intended to be comprehensive and includes any and all materials in the broadest sense contemplated by Rule 34 of the Federal Rules of Civil Procedure, and includes all written, oral, recorded, or graphic material, however produced or reproduced including, but not limited to: all written or printed matter of any kind, including the originals and all non-identical copies thereof, whether different

from the originals by reason of any notation made on such copies or otherwise; electronically stored information, software, and other computer data including, but not limited to, information stored in a computer at any time; all graphic or manual records or representations of any kind including, but not limited to, photographs, microfiche, microfilm, videotape, records, and motion pictures; electronic, mechanical, or electric records or representations of any kind including, but not limited to, cassettes, discs, magnetic cards and recordings, optical and other media; and all drafts, alterations, modifications, changes, and amendments to any of the foregoing.

4. **Privilege.** The term “privilege” means the attorney-client privilege, the work-product doctrine, the common-interest doctrine, or any other privilege, protection, or immunity recognized by law.

5. **Confidential Material.** The term “Confidential Material” means any document, material or information supplied in any form, or any portion thereof, that the designating party believes in good faith contains confidential or proprietary commercial, research, development information within the meaning of Fed. R. Civ. P. 26(c)(1)(G), commercially sensitive process or product information, or highly personal information of a party or non-party that is not generally disclosed to the public by that Party or person and that does not fall under a higher designation herein. Nothing in this paragraph, however, represents an agreement or acknowledgment that any particular document containing the above information is appropriately classified as “Confidential Material.”

6. **Highly Confidential—Outside-Counsel-Only Material.** The term “Highly Confidential—Outside Counsel Only Material” means any Confidential Material that: (i) is the subject of reasonable efforts to maintain its secrecy by the producing party or non-party; (ii) is sufficiently valuable and secret to afford a potential or actual advantage over others;

and (iii) its disclosure to existing or potential business competitors, customers, or related parties would cause a material injury to the business, commercial, competitive, or financial interests of such producing party or non-party. By way of example, and not limitation, Highly Confidential—Outside Counsel Only Material includes: trade secrets within the meaning of Fed. R. Civ. P. 26(c)(1)(G); board meeting minutes and commercially sensitive board materials; communications with government regulatory bodies concerning confidential investigations; negotiation strategies; commercial agreements; and non-public technical, sales, pricing or other commercially sensitive information, including without limitation information or data relating to strategic plans, data received from a non-party under a current Non-Disclosure Agreement, and confidential settlement negotiations and settlement agreements. Highly Confidential—Outside Counsel Only Material also includes, without requiring any other qualifying element detailed above, personally identifiable information, such as social security numbers and other tax identification numbers, passport or drivers' license numbers, frequent flyer numbers, credit card numbers, and personal health information.

7. **Protected Material.** Confidential Material and Highly Confidential—Outside Counsel Only Material are collectively referred to as “Protected Material.”

#### **GENERAL PROVISIONS**

8. **Scope.** This Stipulated Protective Order governs all documents, materials, and information disclosed during the course of this Action in any form and for any purpose including, but not limited to, documents, materials, tangible objects, and information produced by a party or non-party, disclosed through testimony or contained in pleadings, briefs, interrogatory responses, or other documents filed with the Court.

9. **Designating Protected Material.** An attorney or someone acting under the supervision of an attorney or any Party may designate documents as Confidential or Highly Confidential—Outside Counsel Only, and that material must be treated in accordance with the provisions of this Stipulated Protective Order. A designation by a party or non-party of Confidential or Highly Confidential—Outside Counsel Only Material shall constitute a representation to the Court that counsel believes in good faith that the information constitutes Confidential or Highly Confidential—Outside Counsel Only Material. A party or non-party designating information as Confidential Material or Highly Confidential—Outside Counsel Only Material shall mark each page of the document containing such material as “Confidential” or “Highly Confidential—Outside Counsel Only.” If all or a portion of written discovery responses are entitled to protection under this Order the entire response may be designated as Protected Material, provided, however, following service of such responses and upon request of the receiving party, the parties will meet and confer regarding whether certain portions of those responses are not Protected Material and memorialize any agreement in writing.

10. **Objections to Confidentiality Designations or Treatment.** A party may at any time, in good faith, object to the designation of any document or specific information as Confidential Material or Highly Confidential—Outside Counsel Only Material, by stating its objection in a writing to the party or non-party making the designation that specifies by Bates number the document or information challenged for that document. All objections shall include a statement of the legal or factual basis for each objection. The parties shall meet and confer to discuss the objection within seven (7) business days. If the parties cannot reach agreement as to the designation, the objecting party may move the Court for an order determining whether such document(s) has been properly designated. The designating party or non-party shall bear the

burden of persuading the Court that the designated material is either Confidential Material or Highly Confidential—Outside Counsel Only Material. Pending a decision from the Court, the challenged documents shall be treated as having been properly designated by the producing party. Nothing in this paragraph shall restrict the ability of any party to challenge confidentiality designations based on asserted commonality of readily identifiable documents within specific categories or the ability of any party to contest such categorical challenges on any ground, including that the confidentiality of such documents within such purported categories cannot be determined based on such purported categories.

11. Protected Material shall not be entitled to a Confidential Material or Highly Confidential—Outside Counsel Only Material designation where: (a) such material was in the public domain at the time of, or has become public without violation of this Stipulated Protective Order since, its designation; or (b) the material was legally obtained by the receiving party from a source other than the producing party, and such material was obtained without any limitations on its use or disclosure. Nothing in this Stipulated Protective Order precludes any party from challenging a confidentiality designation on any other ground under applicable law.

**DISCLOSURE OF PROTECTED MATERIAL**

12. **Confidential Material.** Except as provided in Paragraphs 20–23 and 36 below, and only as provided in 13, Confidential Material may be disclosed only to:

- a. the parties;
- b. The parties' internal counsel, and their legal, investigative, technical, administrative and other support staff, engaged in the conduct of this Action;
- c. The parties' Counsel of Record, which shall mean the parties' outside counsel who have appeared on behalf of a party in the Action, and other plaintiffs' counsel who have entered an appearance in the Master Docket in this Action or in

one or more of the actions referenced in Paragraph 1 of the Initial Practice and Procedure Order Upon Transfer Pursuant to 28 U.S.C. § 1407 (ECF No. 4), and the partners, associates, paralegals, and clerical and support personnel working under the direct supervision of such counsel who are directly involved in or assisting in this Action (including outside vendors or contractors, such as vendors engaged in one or more aspects of copying, organizing, filing, coding, converting, storing or retrieving data or designing, programs for handling data connected with this Action, including the performance of its duties in relation to a computerized litigation support system, acting under the direction of such counsel, whether or not the work of such vendors is directly supervised);

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

e. agents, employees or other representatives of the Parties or their counsel in connection with this Action;

f. persons retained as consultants or experts by any party for the purposes of this Action and principals and employees of the firms with which consultants or experts are associated and who are directly involved and assisting in this Action;

g. persons whom the Confidential Material itself indicates, or the receiving party otherwise has a good-faith basis to believe, were the author, creator, producer, addressee, source, or recipient of the document; and any person whose statements, communications or actions are expressly mentioned, discussed or referred to by actual name in the material as indicated on its face;

h. any person noticed or called to testify as a witness at a deposition, hearing, mediation, trial, or other proceeding in the Action, and any person assisting in the preparation or examination of the witness, provided that the requirements of Paragraph 22 have been satisfied;

i. any person hereafter designated by written stipulation of the parties or by further order of the Court; and

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

13. Before any Confidential Material is disclosed to the persons identified above in Paragraphs 12(e)–(j), such persons shall be provided with a copy of this Stipulated Protective Order and shall execute the Acknowledgment of Stipulated Protective Order attached as Exhibit A. Outside counsel shall retain the original copies of executed Acknowledgment forms and need not disclose who has executed them during the course of this Action, unless the Court orders otherwise.

14. **Highly Confidential—Outside Counsel Only Material.** Except as provided in Paragraphs 20–23 and 36, and only as provided in Paragraph 15, Highly Confidential—Outside Counsel Only Material may be disclosed only to:

a. The parties' Counsel of Record, which shall mean the parties' outside counsel who have appeared on behalf of a party in the Action, and other plaintiffs' counsel who have entered an appearance in the Master Docket in this Action or in one or more of the actions referenced in Paragraph 1 of the Initial Practice and Procedure Order Upon Transfer Pursuant to 28 U.S.C. § 1407 (ECF No. 4), and the partners, associates, paralegals, and clerical and support personnel working under the direct supervision of such counsel who are directly involved in or assisting in this

Action (including outside vendors or contractors, such as vendors engaged in one or more aspects of copying, organizing, filing, coding, converting, storing or retrieving data or designing, programs for handling data connected with this Action, including the performance of its duties in relation to a computerized litigation support system, acting under the direction of such counsel, whether or not the work of such vendors is directly supervised);

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

c. persons retained as consultants or experts by any party for the purposes of this Action and principals and employees of the firms with which consultants or experts are associated and who are directly involved and assisting in this Action;

d. persons whom the Highly Confidential—Outside Counsel Only Material itself indicates, or the receiving party otherwise has a good-faith basis to believe, were the author, creator, producer, addressee, source, or recipient of the document;

e. each party's two In-House Designees, as defined in Paragraph 19 below, and subject to the conditions specified in Paragraph 19;

f. any person hereafter designated by written stipulation of the parties or by further order of the Court; and

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

15. Before any Highly Confidential—Outside Counsel Only Material is disclosed to the persons identified above in Paragraphs 14(c)–(g), such persons shall be provided with



a copy of this Stipulated Protective Order and shall execute the Acknowledgment of Stipulated Protective Order attached as Exhibit A. Outside counsel shall retain the original copies of executed Acknowledgment forms and need not disclose who has executed them during the course of this Action, unless the Court orders otherwise.

16. A receiving party may believe that it must show certain pieces of information marked “Highly Confidential—Outside Counsel Only” by a producing party to its clients, beyond the In-House Designees as specified in Paragraphs 14 and 19, to adequately prepare its case. If a receiving party believes that information falls within this category, it shall identify the information to the producing party by Bates number and identify the additional in-house personnel to whom it wishes to disclose the information. The producing party will provide a good faith response concerning its willingness (or lack of willingness) to permit the information to be shown to the additional in-house personnel within five (5) business days. If the producing party is unwilling to permit the receiving party to show the information to the receiving party’s additional in-house personnel, the receiving party may then raise the matter with the Court.

17. Nothing in this Stipulated Protective Order shall limit the ability of any party or non-party to disclose to any person its own Confidential Material or Highly Confidential—Outside Counsel Only Material produced or designated in this Action.

18. **Defendants’ Civil Investigative Demand Materials.** The Court’s January 30, 2017 Scheduling Order (Dct. #152) allows Defendants to designate any or all documents previously produced to the Department of Justice in response to civil investigative demands (“CID Productions”) as Protected Material without attorney review to expedite production. Accordingly, Defendants are designating their CID Productions as Highly Confidential—Outside Counsel Only Material without attorney review. If any party or non-party objects to

that designation for any document from these CID Productions, the objector shall follow the procedure specified in Paragraph 10, provided, however, that for purposes of filing documents with the Court that include or reference documents in the CID Productions, the provisions of Paragraph 23 apply.

19. **In-House Designees.** Each party may designate two in-house litigation counsel who shall be permitted to review Highly Confidential—Outside Counsel Only Material under the following conditions:

a. Each In-House Designee shall be provided with a copy of this Stipulated Protective Order and shall execute the Acknowledgment of Stipulated Protective Order attached as Exhibit A before gaining access to any Highly Confidential—Outside Counsel Only Material;

b. The In-House Designees shall not be permitted to review any documents marked Highly Confidential—Outside Counsel Only Material, but they may review (i) non-verbatim summaries prepared by outside counsel; and (ii) court filings, deposition testimony and transcripts, expert reports, demonstrative exhibits, hearing presentations, and similar papers prepared for filing or other substantive purposes in this Action (whether in draft or final form) that contain information reflected in, or quoted from, documents marked Highly Confidential—Outside Counsel Only Material, provided that In-House Designees do not review the Highly Confidential—Outside Counsel Only Material itself (*e.g.*, they may review the brief, but not any Highly Confidential—Outside Counsel Only Material attached to the brief). The In-House Designees shall not use the Highly Confidential—Outside Counsel Only Material disclosed to them for any purpose other than this Action;

c. The In-House Designees shall not disclose the contents of, or any summary of, Highly Confidential—Outside Counsel Only Material with anyone that is not permitted to review such material under the terms of this Stipulated Protective Order;

d. The In-House Designees shall not take verbatim or near verbatim notes of the content of any Highly Confidential—Outside Counsel Only Material (to the extent they are permitted access under one of the exception clauses above); and

e. Within ten (10) business days of executing this Stipulated Protective Order, the Defendants shall each exchange with each other a list of their two In-House Designees. The list shall include each In-House Designee's corporate title within the Defendant's organization. Upon service of the designation, each party must, within ten (10) business days and in writing, consent or object to the designation of the other Defendant's In-House Designees. If one Defendant objects to another Defendant's designation of an In-House Designee, it will inform the designating party in writing of its objections and the bases therefor. The Defendants will endeavor in good faith to resolve any such objection, but if the parties are unable to reach resolution within ten (10) business days after service of the written objection, the designating party may raise the matter with the Court. No Highly Confidential—Outside Counsel Only Material (per the limitations set out above) shall be disclosed to an In-House Designee before final resolution of any objection. A Defendant may change its In-House Designees by serving written notice of such change on the other Defendants' counsel of record. The change of designation shall provide an explanation as to why the change is necessary. The same consent and objection process provided above shall apply to any change of In-House Designee. Any future corporate party or non-party producing or receiving designated-

documents in this Action shall be subject to the same restrictions and process outlined in Paragraph 19.

20. **Limited Purpose.** Unless otherwise agreed-to by the parties or further ordered by the Court, documents produced in this Action, including Protected Material, may be used only in this Action, and may not be used in any other action, proceeding, arbitration or for any purpose unconnected to this Action. However to the extent a document is properly filed on the public docket for this Action, any party may use that publicly-filed document, as-filed, for any purpose.

21. All Confidential Material and Highly Confidential—Outside Counsel Only Material (including any summaries, abstracts, or other related information that includes, discusses, summarizes, or refers to any Highly Confidential—Outside Counsel Only Material) shall be kept in a secure location that is under the control of a person authorized by this Stipulated Protective Order to receive such information.

**USE OF PROTECTED MATERIAL BY A PARTY IN THIS ACTION**

22. **Depositions.** From the date of a deposition until thirty (30) business days after receipt of a final deposition transcript, such transcript shall be deemed Highly Confidential—Outside Counsel Only Material in accordance with this Stipulated Protective Order unless the parties otherwise agree. Absent a timely written designation (or other agreement between the parties as to timing) of some or all of the final transcript as Confidential Material or Highly Confidential—Outside Counsel Only Material, this presumptive designation shall lapse. The parties agree that, except in unique circumstances, an entire transcript will not ordinarily satisfy the criteria for Protected Material. The designation by a party or non-party of a transcript, exhibit, or videotape (or any portion of these) as Confidential Material or Highly Confidential—Outside Counsel Only Material shall be made in writing and served upon all counsel of record

and the relevant court reporter. Any designation of a transcript (or portion thereof) shall be treated as a designation of the corresponding video, or portion thereof, and vice-versa.

a. Subject to the terms of this Stipulated Protective Order and the Federal Rules of Civil Procedure, any party may use Confidential Material in the course of a deposition.

b. In addition, any party may use Highly Confidential—Outside Counsel Only Material in an examination of a witness at a deposition, *provided that* (i) the witness is among those person identified in paragraph 14(d) above; (ii) the witness is a person or entity (other than an entity that is a competitor of the producing party) whose statements, communications or actions are expressly mentioned, discussed or referred to by actual name in the document, provided, however, that for such entities, the witness shall be shown only those portions of the document referencing such entity and such other portions necessary to provide context to portions referencing the entity<sup>1</sup>; (iii) the witness is a person or entity (other than an entity that is a competitor of the producing party) who is expressly mentioned, discussed or referred to by actual name in the material, and the examining party has a good-faith basis to believe the person or entity has knowledge of the information in or contents of the document containing the Highly Confidential—Outside Counsel Only Material to be disclosed, provided, however, that for entities, such references bear on the issues in this Action and the entity-witness shall be shown only those portions of the document referencing such entity and such other portions necessary to provide context to portions referencing the entity; (iv) the witness is a person who the examining party has a good faith reason to believe has or had lawful access to, and did access, the document containing the Highly

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<sup>1</sup> The Parties shall meet and confer prior to use of such documents in depositions to determine the process for disclosing to non-competitor entities only those pertinent portions noted herein.

Confidential—Outside Counsel Only Material to be disclosed (v) the witness is a current employee of the producing party; (vi) the witness is a former employee of the producing party or non-party who had access to the specific document containing the Highly Confidential—Outside Counsel Only Material to be disclosed; or (vi) the witness is one of the persons identified in Paragraph 14(c). Absent any of these circumstances or order of the Court, the party wishing to use Highly Confidential—Outside Counsel Only Material in an examination of a witness must obtain consent from the producing party or entity, and such consent may not be unreasonably withheld.

23. **Filings, Hearings, and Similar.** The Court discourages the filing of any pleadings or documents under seal, and the parties shall avoid the disclosure of Protected Material in pleadings or documents filed with the Court except to the extent necessary.

a. To the extent that a brief, memorandum, or pleading discloses any Protected Material, then the brief, memorandum, or pleading shall initially be filed under seal. The cover of the pleading or memorandum shall be conspicuously marked “FILED UNDER SEAL” and shall identify if it contains Confidential Material or Highly Confidential—Outside Counsel Only Material. The document shall be treated consistent with the designated level of confidentiality.

b. Documents filed under seal shall be filed electronically in conformity with Local Civil Rule 5.1(h)(1) and Part II.H.2 of the Clerk’s Office General Information & Civil Filing Procedures.

c. A copy of any document filed under seal shall also be delivered to the Judge’s chambers.

d. Promptly after a document is filed under seal, the filing party and the parties that produced the Protected Material shall meet and confer to agree upon

redactions limited to information that may remain sealed under applicable law. The designating party bears the burden of demonstrating that the withheld material satisfies the terms of this Protective Order. The parties shall file a redacted version of the sealed document, within seven (7) days after the original document is filed under seal. A copy of the redacted version of the document shall be delivered to the Judge's chambers.

e. Any remaining disputes concerning the appropriate redactions shall be resolved by the Court. The designating party bears the burden of demonstrating that the withheld material satisfies the terms of this Stipulated Protective Order.

f. If a party wishes to discuss Protected Information during a hearing, the Court shall address at that time what procedures, if any, should be used to protect the information from public disclosure.

24. This Stipulated Protective Order governs only pretrial proceedings. The use of Protected Material during trial proceedings shall be governed by a separate order of the Court.

#### **REQUEST FOR CURE OF UNAUTHORIZED DISCLOSURES**

25. Any party or non-party (or counsel to any party or non-party) that becomes aware of any unauthorized disclosure of Protected Material or any breach of this Stipulated Protective Order shall promptly give notice to the party or non-party that produced or supplied the Protected Material of such circumstances, including a reasonable description of the circumstances that led to the unauthorized disclosure. Upon receipt of such notice, the party or non-party that produced or supplied the Protected Material may seek such other relief as is appropriate. In any event, the party or non-party that made the unauthorized disclosure shall immediately use its best efforts to retrieve such information and to prevent further disclosure.

**SUBPOENAS COMMANDING PRODUCTION OF PROTECTED MATERIAL**

26. If any party has obtained Protected Material under the terms of this Stipulated Protective Order and receives a subpoena, civil investigative demand, or other compulsory process commanding the production of such Protected Material, the party shall promptly notify the counsel of record for the designating party or non-party, in writing (including, but not limited to, by e-mail). The designating party or non-party shall promptly inform the subpoenaed party either that it does not object to production of the Protected Material or that it will seek court protection to prevent the production. If the designating party or non-party fails to provide the subpoenaed party with a response, the subpoenaed party may produce the Protected Material after ten (10) business days following the subpoenaed party's notification of the subpoena to the designating party or non-party. In the event the designating party or non-party informs the subpoenaed party that it will seek court protection to prevent the production, and promptly does so, the subpoenaed party shall not produce any Protected Material without the prior written consent of the designating party or non-party unless required by an order of a court of competent jurisdiction. The designating party or non-party shall bear the burden and expense of seeking protection for its Protected Material.

**PRODUCTION OF PROTECTED MATERIAL WITHOUT DESIGNATION**

27. The production of Protected Material without a designation as Confidential Material or Highly Confidential—Outside Counsel Only Material, as the case may be, shall not be deemed a waiver or impairment of any claim of protection of the confidential nature of any such material. Upon a party or non-party's discovery that its information was not correctly designated, that party or non-party shall provide notice to the other parties that the information was inappropriately designated. The producing party or non-party shall then



have ten (10) business days in which to re-designate the information and produce a replacement copy of the re-designated document with appropriate confidentiality mark. The document shall be produced with an overlay load file referencing the original Bates number and including metadata field indicating the confidential status of the document. If the reproduced document is stamped with a new Bates number, the load file shall include a cross-reference field to the original Bates number.

28. If an inadvertently-omitted Confidential or Highly Confidential—Outside Counsel Only Material designation is first claimed during the course of a deposition that Protected Material may be used throughout the deposition, hearing or proceeding as though no designation was made, but must be treated as though that designation was made immediately afterwards.

29. Additionally, upon notice that any Confidential Material or Highly Confidential—Outside Counsel Only Material has not been appropriately designated and receipt of the reproduced document with the appropriate confidentiality stamp, the party receiving such notice shall return or destroy all incorrectly marked Protected Materials. Upon notice, the receiving party shall make a reasonable, good-faith effort to ensure that any analyses, memoranda, or notes that were generated based upon such material before its redesignation shall immediately be treated in conformity with any such redesignation. The receiving party shall thereafter treat the documents consistent with the designated level of confidentiality. No party is deemed to violate this Stipulated Protective Order if, prior to notification of any designation, Protected Material has been disclosed or used in a manner inconsistent with the later designation. If Protected Material is already a part of the public record, it is the responsibility of the party who changed the designation to move the Court for appropriate relief.

Regardless of when the re-designation occurs, the receiving parties may challenge the re-designation under the procedures set forth herein.

**PRODUCTION OF PRIVILEGED, PROTECTED,  
OR OTHER MATERIAL IMMUNE FROM DISCOVERY**

30. The parties shall engage in a good-faith review of documents for privilege before production.

31. The production or disclosure of a document containing material subject to a claim of privilege shall not constitute a waiver, in this or any other federal or state proceeding, of any privilege applicable to that document or the material contained in that document for any other privileged materials containing the same or similar subject matter.

32. A producing party may, at any time, demand that a receiving party return, destroy, or sequester a document containing material subject to a claim of privilege. The demand shall be made in writing and shall identify the document by Bates range whenever possible. Within ten (10) business days, or such other time as the parties may agree or the Court may order, of receiving such a demand, a receiving party shall certify in writing that: (a) it has returned, destroyed, or otherwise sequestered all copies or versions of the documents requested to be returned or destroyed and that the receiving party shall not attempt to examine, review, or use such documents without further order of the Court permitting such activity; and (b) it has deleted from its work product or other materials any information or material derived from the documents requested to be returned or destroyed. Within fifteen (15) business days, or such other time as the parties may agree or the Court may order, of receipt of the producing party's notification, a producing party shall provide a privilege log for any documents demanded to be returned or destroyed as well as redacted versions of any of those documents that contain both privileged and non-privileged information, along with load files as specified in the ESI Stipulation and Order, and placeholder images for documents containing exclusively privileged information.

33. After receipt of the producing party's privilege log and a good faith effort to meet and confer, a party may challenge the privileged nature of a document requested to be returned, destroyed, or sequestered, by following the Privilege Dispute Procedure provided in the ESI Stipulation and Order entered in this Action.

**MISCELLANEOUS PROVISIONS**

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

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

36. The parties reserve all rights to apply to the Court for any order modifying this Stipulated Protective Order. Any party or non-party requiring further confidentiality protection may petition the Court for a separate order governing disclosure of its information.

37. Nothing in this Stipulated Protective Order shall affect a party's right to object to disclosure of Protected Material to another party or non-party.

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

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

40. The provisions of this Stipulated Protective Order shall survive the conclusion of the Action.

**COMPLETION OF LITIGATION**

41. Within ninety (90) calendar days after the resolution of the Action (including resolution of all appellate proceedings and the actions referenced in Paragraph 1 of the Initial Practice and Procedure Order Upon Transfer Pursuant to 28 U.S.C. § 1407 (ECF No. 4) or resolution of any motions arising out of this proceeding relating to third parties still pending after resolution of the Action), all documents and copies of all documents (other than exhibits of record) produced or supplied by a party or non-party that contain Protected Material shall be either returned to the party or non-party who produced or supplied the Protected Material, as the case may be, or destroyed. Upon request of the party who produced or supplied the Protected Material, all counsel of record who received such documents shall certify compliance herewith and shall deliver the same to counsel for the party who produced or supplied the Protected Material.

42. This Stipulated Protective Order may be signed in counterparts.

\* \* \*

Dated: March 17, 2017

*Respectfully submitted:*

/s/ Richard G. Parker

Richard G. Parker (Bar No. 327544)  
Benjamin G. Bradshaw (Bar No. 460539)  
Katrina M. Robson (Bar. No. 989341)  
O'MELVENY & MYERS LLP  
1625 Eye Street, N.W.  
Washington, D.C. 20006-4001  
Telephone: (202) 383-5300  
Facsimile: (202) 383-5300  
rparker@omm.com  
bbradshaw@omm.com  
krobson@omm.com

Jeffrey A. N. Kopczynski  
O'MELVENY & MYERS LLP  
Times Square Tower  
7 Times Square  
New York, New York 10036  
Telephone: (212) 326-2000  
Facsimile: (212) 326-2061  
jkopczynski@omm.com

Paul T. Denis (Bar No. 437040)  
DECHERT LLP  
1900 K Street, NW  
Washington, D.C. 20006  
Telephone: (202) 261-3430  
Facsimile: (202) 383-5414  
paul.denis@dechert.com

*Counsel for American Airlines, Inc. and  
American Airlines Group, Inc.*

/s/ Kent A. Gardiner

Kent A. Gardiner (Bar No. 432081)  
Cheryl A. Falvey (D.D.C. No. 414277)  
David M. Schnorrenberg (D.D.C. No. 458774)  
Joseph L. Meadows (D.D.C. No. 467441)  
CROWELL & MORING LLP  
1001 Pennsylvania Ave., NW  
Washington, DC 20004  
Telephone: (202) 624-2500  
Facsimile: (202) 628-5116  
kgardiner@crowell.com  
dschnorrenberg@crowell.com  
jmeadows@crowell.com

Paul Yde (Bar No. 449751)  
FRESHFIELDS BRUCKHAUS DERINGER  
700 13th Street, NW, 10th Floor  
Washington, DC 20005-3960  
Telephone: (202) 777-04500  
Facsimile: (202) 777-4555  
paul.yde@freshfields.com

*Counsel for United Continental Holdings, Inc.  
and United Airlines, Inc.*

/s/ Alden L. Atkins

Alden L. Atkins (Bar No. 393922)  
Vincent C. van Panhuys (Bar No. 978231)  
Thomas W. Bohnett (Bar No. 1017726)  
VINSON & ELKINS LLP  
2200 Pennsylvania Ave., NW,  
Suite 500 West  
Washington, D.C. 20037  
Telephone: (202) 639-6500  
Facsimile: (202) 879-8813  
aatkins@velaw.com  
vvanpanhuys@velaw.com  
tbohnnett@velaw.com

Jason M. Powers  
VINSON & ELKINS LLP  
1001 Fannin Street  
Suite 2500  
Houston, TX 77002  
Telephone: (713) 758-2522  
Facsimile: (713) 615-5809

*Counsel for Southwest Airlines Co.*

/s/ Michael D. Hausfeld

Michael D. Hausfeld  
Hilary K. Scherrer  
Jeannine Kenney  
HAUSFELD LLP  
1700 K Street NW, Suite 650  
Washington, DC 20006  
Telephone: (202) 540-7200  
mhausfeld@hausfeld.com  
hscherrer@hausfeld.com  
jkenney@hausfeld.com

Michael P. Lehmann  
Bonny E. Sweeney  
HAUSFELD LLP  
600 Montgomery Street, Suite 3200  
San Francisco, CA 9411  
Telephone: (415) 633-1908  
mlehmann@hausfeld.com  
bsweeney@hausfeld.com

*Plaintiffs' Interim Co-Lead Counsel*

/s/ James P. Denvir

James P. Denvir (Bar No. 225359)  
William A. Isaacson (Bar No. 414788)  
Michael S. Mitchell (Bar No. 986708)  
Abby L. Dennis (Bar No. 994476)  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Ave., NW  
Washington, D.C. 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131  
jdenvir@bsflp.com  
wisaacson@bsflp.com  
mmitchell@bsflp.com  
adennis@bsflp.com

*Counsel for Delta Air Lines, Inc.*

/s/ Steven N. Williams

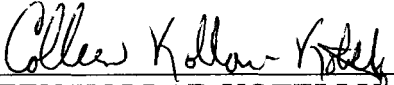
Steven N. Williams  
Adam J. Zapala  
Elizabeth Tran  
COTCHETT, PITRE & MCCARTHY, LLP  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: (650) 697-6000  
swilliams@cpmlegal.com  
azapala@cpmlegal.com  
etran@cpmlegal.com

*Plaintiffs' Interim Co-Lead Counsel*

*Stipulated Protective Order Regarding Confidential and Privileged Materials*

**IT IS SO ORDERED.**

Date: March 20, 2017

  
\_\_\_\_\_  
**COLLEEN KOLLAR-KOTELLY**  
United States District Judge

**EXHIBIT A**

IN RE DOMESTIC AIRLINE TRAVEL  
ANTITRUST LITIGATION

MDL Docket No. 2656  
Misc. No. 15-1404 (CKK)

This Document Relates To:  
  
ALL CASES.

**ACKNOWLEDGEMENT OF STIPULATED PROTECTIVE ORDER  
REGARDING CONFIDENTIAL AND PRIVILEGED MATERIALS**

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE STIPULATED PROTECTIVE ORDER DATED MARCH \_\_\_\_, 2017 (“STIPULATED PROTECTIVE ORDER”).

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

I UNDERSTAND AND AGREE TO COMPLY WITH THE STANDARDS AND PROCEDURES WHICH ARE SET FORTH IN THE ORDER. I UNDERSTAND THAT COMPLIANCE WITH THESE STANDARDS AND PROCEDURES IS A CONDITION OF RECEIPT OF CONFIDENTIAL MATERIAL AND THAT A FAILURE TO COMPLY MAY CONSTITUTE CONTEMPT OF COURT. I AGREE TO CONSENT TO JURISDICTION OF THIS COURT FOR THE PURPOSE OF ENFORCING THIS STIPULATED PROTECTIVE ORDER.

DATE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_