

COPY

No. 067-224132-07

AMERICAN AIRLINES, INC.

v.

FREQUENT FLYER DEPOT, INC., et al.

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IN THE JUDICIAL DISTRICT OF

TARRANT COUNTY, TEXAS

67TH JUDICIAL DISTRICT

TEMPORARY INJUNCTION ORDER

After review of the pleadings, evidence presented, case law cited, arguments of counsel and the Court's trial notes, the Court finds as follows:

1. Plaintiff American Airlines, Inc. is a commercial airline that has designed and implemented a frequent flyer program known as AAdvantage® to develop passenger loyalty and reward its best customers;
2. Customers who become members of the AAdvantage® program may accrue mileage credit by flying on American or its partners airlines and by other means. Members in the AAdvantage® program must abide by the Terms and Conditions of the program to maintain eligibility for its benefits. The AAdvantage® Terms and Conditions may be found in the AAdvantage® program application and on American's website, AA.com. The Terms and Conditions of the AAdvantage® program prohibit the purchase, sale or barter of AAdvantage® mileage credit or award tickets;
3. Defendants Frequent Flyer Depot, Inc., George Pirkle, and Robert Pirkle are in the business of purchasing and selling AAdvantage® mileage credit and award tickets;

4. American produced evidence of and demonstrated a probable right of recovery against defendants Frequent Flyer Depot, Inc., George Pirkle, and Robert Pirkle on its claims of fraud, tortious interference with contract and misappropriation;
5. American has also shown that it will suffer immediate and irreparable loss, injury and damage if a temporary injunction does not issue before trial and that it has no adequate remedy at law; and
6. American has shown its willingness to post bond.

For the foregoing reasons, the Court **ORDERS:**

From the date of entry of this Temporary Injunction through the completion of trial of this matter defendants Frequent Flyer Depot, Inc., George Pirkle, Robert Pirkle, and their successors and assigns, and their respective officers, agents, affiliates, employees, and attorneys, and all persons in active concert or participation with any one or more of them, are enjoined and restrained from the following:

- (a) Purchasing, brokering, or bartering AAdvantage® mileage credit or AAdvantage® award tickets;
- (b) Selling, offering for sale or providing any person AAdvantage® mileage credit or AAdvantage® award tickets; and
- (c) Soliciting any person for the actions prohibited in (a) and (b) above.

American will post bond in the amount of \$100,000.00.

Final trial of this matter is set for the week beginning May 11, 2009.

This Temporary Injunction will remain in effect until further order of this Court, after trial on the merits of American's Petition or other final resolution of this matter.

IT IS SO ORDERED.

Signed this 19th day of September, 2008.



THE HONORABLE DON COSBY