

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

STEPHANIE HOFER and DOUGLAS HOFER,)	
)	
Plaintiffs,)	
)	Civil Action
v.)	Docket No. 05-40170 FDS
)	
THE GAP, INC., EXPEDIA, INC. and)	
TURTLE BEACH TOWERS,)	
)	
Defendants.)	

**EXPEDIA, INC.'S ANSWERS TO PLAINTIFF STEPHANIE HOFER'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Local Rules 26.1 and 33.1, Defendant Expedia, Inc. ("Expedia") sets forth below its answers and objections to Plaintiff Stephanie Hofer's ("Stephanie") First Set of Interrogatories.

GENERAL OBJECTIONS

1. Expedia's responses are made without waiving any objections as to relevancy, privilege or admissibility of any information provided in response to Stephanie's First Set of Interrogatories in this or in any subsequent proceeding or at the trial of this or any other action, on any ground. A partial response to any Interrogatory that has been objected to, in whole or in part, is not intended to be a waiver of the objection.
2. Expedia objects to these Interrogatories to the extent they call for the disclosure of information that is subject to the attorney-client privilege, that is immune from discovery under the attorney work product doctrine or that is otherwise protected from disclosure under the Federal Rules of Civil Procedure and relevant case law. Disclosure of any information subject to

such privilege or exemption from discovery is inadvertent and shall not constitute or be deemed to constitute a waiver of such privilege or exemption from discovery.

3. Expedia objects to each and every Interrogatory to the extent they seek to impose discovery obligations that differ from or exceed those set forth in the Federal Rules of Civil Procedure, the Local Rules or the rules of this Court.

4. Expedia responds to each Interrogatory based upon the information available as of the date hereof and in accordance with the Federal Rules of Civil Procedure, the Local Rules and rules of this Court. Expedia reserves the right to supplement and/or amend its responses as may be appropriate upon further investigation.

5. Expedia objects to the Interrogatories to the extent they seek disclosure of confidential and proprietary information of Expedia without an adequate Protective Order in place. Expedia will produce proprietary and confidential information pursuant to the terms and conditions of a Protective Order once entered by this Court. Expedia reserves the right to challenge any portion of such a Protective Order.

6. Expedia objects to Stephanie's "Definitions and Instructions" to the extent such definitions and instructions are inconsistent with the definitions and procedures set forth in the Federal Rules of Civil Procedure, the Local Rules or the rules of this Court.

7. For these reasons, and without waiving its rights to raise other objections at the appropriate time, Expedia objects to Stephanie's First Set of Interrogatories. Each of these General Objections shall be deemed incorporated in Expedia's responses to each of the specific Interrogatories.

ANSWERS TO INTERROGATORIES

Interrogatory No. 1

State the name, date of birth, business address, the name and address of your employer and a description of your duties for said employer.

Answer to Interrogatory No. 1

Objection: Expedia objects to this Interrogatory to the extent that it calls for the disclosure of information that is subject to the attorney-client privilege, that was prepared in anticipation of litigation, that is immune from discovery under the attorney work product doctrine or that is otherwise protected from disclosure under the Federal Rules of Civil Procedure and relevant case law.

Subject to this objection and without waiving its General Objections, Expedia states as follows:

Name: Jill Desiree Knaack
Date of birth: March 4, 1979
Business Address: 3150 139th Avenue SE, Bellevue, Washington 98005
Name of employer: Expedia, Inc.
Employer's business address: 3150 139th Avenue SE, Bellevue, Washington 98005
Job Description: (See Exhibit 1 hereto for position description)

Interrogatory No. 2

With respect to Expedia, Inc. please state:

- a. the state of incorporation;
- b. the date of incorporation;
- c. a full and complete description of all purposes of said corporation;
- d. each address from which said corporation has carried out business during the period from the date of incorporation to the present together with a description of the business carried out at each such address.

Answer to Interrogatory No. 2

Expedia objects to this Interrogatory as it is overly broad, unduly burdensome and because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to this objection and without waiving its General Objections, Expedia states as follows:

- a. State of Washington
- b. August 23, 1999
- c. Expedia, Inc. is the corporate entity which owns the website Expedia.com. Expedia, Inc. also owns certain other websites. Each of the websites Expedia, Inc. owns is dedicated to facilitating webuser interface with travel and travel related vendors and services. More specifically, Expedia, Inc. provides access for on-line users to well over 100,000 travel related product and service providers, such as hotels, airlines and rental car agencies. On-line users have the ability to peruse Expedia, Inc.'s websites, view the advertisements offered by the hotels, airlines, rental car agencies and/or other travel related entities, and use the website of their election to facilitate the bookings at and/or with the aforementioned travel related product and service providers. In providing the above-mentioned on-line access, Expedia, Inc. does not act as agent to such travel related product and service providers.

As to Expedia.com, one of the websites owned by Expedia, Inc., approximately 25 million consumers worldwide visit Expedia.com on a monthly basis. Those consumers who elect to employ Expedia.com bookings are subject to, must agree to and must affirmatively click through Expedia, Inc.'s *Web Site Terms, Conditions, and Notices* to effectuate their respective on-line booking(s).

Interrogatory No. 3

Insofar as any of Expedia's agents, servants or employees, attorneys and/or insurers are aware, set forth a full and complete description of how the plaintiffs (*sic*) accident as alleged in the complaint occurred.

Answer to Interrogatory No. 3

Objection: Expedia objects to this Interrogatory as it calls for the disclosure of work product.

Interrogatory No. 4

Set forth the name, address, and present employer's name and address, the date of and the time of each contract that was entered into between Expedia, Inc. and Turtle Beach Towers. For each contract, please set forth all facts and allegations regarding:

- a. the business contracted between the parties;
- b. the compensation or revenue terms of the contract for each party thereto; and
- c. the information provided by or on behalf of Turtle Beach Towers to Expedia regarding its premises prior to or after entering into each said contract.

Answer to Interrogatory No. 4

Objection: Expedia objects to this Interrogatory on the grounds that it is convoluted, unintelligible and unanswerable as presently phrased. Expedia also objects to this Interrogatory as it is vague, overly broad and unduly burdensome. Expedia further objects to this Interrogatory as, in its present form, it appears to seek information that is not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 5

Please state the name and address of each person whom you expect to call as an expert witness on behalf of the Defendant, together with the nature of each such person's specialization.

Answer to Interrogatory No. 5

Expedia states that it has not yet identified any such expert and will supplement this answer only as required by the Federal Rules of Civil Procedure, the Local Rules and the rules of this Court.

Interrogatory No. 6

With respect to each expert witness whom you expect to be called for testimony on behalf of the Defendant at trial, specify separately, as to each expert, (a) the substance of the facts and opinions to which each said expert is expected to testify; and (b) a summary of the grounds of each such opinion of each such expert.

Answer to Interrogatory No. 6

Expedia states that it has not yet identified any such expert and will supplement this answer only as required by the Federal Rules of Civil Procedure, the Local Rules and the rules of this Court.

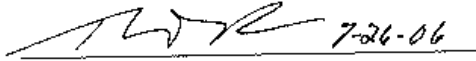
Interrogatory No. 7

Please state the amounts of coverage afforded by each insurance policy, and the name of each insurer, concerning each insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy any judgment which may be entered in this action.

Answer to Interrogatory No. 7

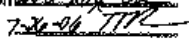
Expedia states that it is self-insured for purposes of the present suit.

Objections By:


Thomas T. Reith, Esq.

SIGNED AND SWORN TO under the pains and penalties of perjury this ___ day of July,
2006.

Jill D. Knaack

I hereby certify that a true copy of the
above document was served upon the
attorney of record for each other party
by mail-hand on ~~and by~~
7-26-06 

Expedia states that it is self-insured for purposes of the present suit.

Objections By:

Thomas T. Reith, Esq.

SIGNED AND SWORN TO under the pains and penalties of perjury this 25th day of July,
2006.

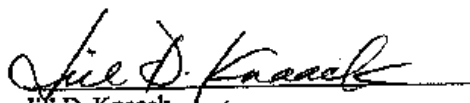

Jill D. Knaack

EXHIBIT 1

Position:

Specialist -Air Fulfillment Services

Position Description:

The Specialist is charged with identifying trends and opportunities for process and functional improvements leading to improved customer experience and operational efficiencies. The Specialist is required to be customer focused, flexible, and possess the ability to balance individual contribution, with a strong team orientation.

Position Responsibilities:

- Establish processes to monitor and measure the consistent, timely delivery of airline (commercial and charter) schedule changes including monitoring the change automated and manual processes, tracking, troubleshooting and reporting issues
- Contribute to cost reduction and containment ensuring automated and manual fulfillment processes are functioning efficiently
- Ensure Expedia is in compliance with regulations and agreements related to Back Office applications and procedures. Identify, track and report areas out of compliance through regular process audits
- Identify trends, anomalies, process and functional improvement opportunities
- Support continuous enhancement of product quality through monitoring and analysis of all post purchase activity
- Monitor fulfillment vendor workflow applications and tools, and collaborating with team to optimize application design and usage
- Support prioritization of Fulfillment Services projects and enhancements through the collection and analysis of supporting data
- Support continued increase in customer satisfaction through rapid identification and appropriate prioritization and escalation of bugs and enhancements reported by our fulfillment vendor and suppliers
- Identify improvement opportunities and recommend solutions
- Communicate and work with our fulfillment vendors, GDS and Expedia supplier teams on issue resolution

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