

EXHIBIT 12

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.)	
_____)	

**DEFENDANT EXPEDIA, INC.'S RESPONSE TO PLAINTIFFS'
NOTICE OF DEPOSITION**

Pursuant to Rules 26, 30 and 34 of the Federal Rules of Civil Procedure and Local Rules 26.1, 26.5 and 34.1, Defendant Expedia, Inc. ("Expedia") hereby responds and objects to the Plaintiffs' August 18, 2006 "Notice of Deposition" as follows.

I. AS TO THE PURPORTED FED.R.CIV.P. RULE 30(b)(6) NOTICE

General Objections

A. Expedia objects to the entire "Notice of Deposition" as it does not comply with the governing rules of civil procedure. "Schedule A" to the notice is not a proper schedule of areas of inquiry. More specifically, "Schedule A" does not define the topics which Expedia's consenting designee(s) may be questioned on or offer enough information such that Expedia can identify the "class or group" of persons from which to elicit a consenting designee or designees.

See Fed.R.Civ.P. Rule 30(b)(1) and (6).

B. Expedia objects to the entire "Notice of Deposition" as it attempts to impose burdens upon Expedia that exceed or differ from the requirements of the Federal Rules of Civil Procedure, the Local Rules and the rules of this Court.

C. Expedia objects to the "Notice of Deposition" to the extent it seeks to require Expedia's consenting designee(s) to testify on topics that are irrelevant and/or otherwise not reasonably calculated to lead to the discovery of admissible evidence.

D. Expedia reserves the right to assert additional objections and to supplement, modify or amend these General Objections and responses as additional information becomes known to it.

E. Expedia's decision to respond here notwithstanding the objectionable nature of the "Notice of Deposition" should not be construed as a waiver of any of these General Objections or a waiver of these General Objections as a whole.

Specific Responses¹

Area No. 1

All contracts, documents, records, and other written materials between defendant, Expedia, Inc., and the Turtle Beach Towers.

Response to Area No. 1

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Subject to this objection and without waiving the above General Objections, Expedia states that Expedia will produce a designee or designees as to the relevant contract and relevant communications between Expedia and Turtle Beach Towers.

¹ To the extent the Plaintiffs intended "Schedule A" to be viewed as a list of areas of inquiry for Fed.R.Civ.P.Rule 30(b)(6) purposes, which it is not, Expedia responds as follows.

Area No. 2

All contracts, documents, and other written materials between defendant, Expedia, Inc., and all company (*sic*) it lists on its website.

Response to Area No. 2

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Area No. 3

All contracts, documents, correspondence, memoranda, and other written materials concerning the income the defendant, Expedia, Inc., derives from Turtle Beach Towers and all other Hotel/Resorts listed on its website.

Response to Area No. 3

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Area No. 4

Copies of all written promotional and descriptive material distributed to Hotels or Resorts by the defendant, Expedia, Inc.

Response to Area No. 4

Objection: Expedia objects to this area as it is vague, overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Area No. 5

All documents, correspondence, memoranda and other papers related to any and all inspections, if any, performed or undertaken by the Defendant of Hotels or Resorts listed on the defendant, Expedia, Inc.'s website.

Response to Area No. 5

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Subject to this objection and without waiving the above General Objections, Expedia states that Expedia will produce a designee as to the one property visit to Turtle Beach Towers, which occurred after the accident in question.

Area No. 6

Documents evidencing the vacation packages booked or arranged through defendant, Expedia, Inc.'s, website.

Response to Area No. 6

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Area No. 7

Documents evidencing the number of Hotels or Resorts listed on the defendant, Expedia, Inc.'s, website for each of the last five years.

Response to Area No. 7

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area as it seeks to discover information already in the Plaintiffs' possession.

Area No. 8

Documents evidencing any and all financial arrangements between the defendant, Expedia, Inc., and the Hotels or Resorts listed on its website for the last five years.

Response to Area No. 8

Objection: Expedia objects to this area as it is overly broad and unduly burdensome. Further, Expedia objects to this area because it seeks irrelevant information and is not reasonably

calculated to lead to the discovery of admissible evidence. Expedia also objects to this area as it seeks confidential and proprietary information.

Area No. 9

Any and all disclaimers expressed or implied on the defendant, Expedia, Inc.'s, website for individuals who booked a trip through the defendant.

Response to Area No. 9

Expedia states that it produced the relevant *Web Site Terms, Conditions, and Notices* at 1EXP5-8. Expedia objects to producing a designee or designees to testify as to the *Web Site Terms, Conditions, and Notices*, as it speaks for itself.

Subject to that objection and without waiving the above General Objections, Expedia states that Expedia will produce a designee or designees as to the *Web Site Terms, Conditions, and Notices*.

Area No. 10

Any and all lawsuits naming the defendant, Expedia, Inc., as a party for personal injuries sustained at a Hotel or Resort property which was booked or arranged through the defendant, Expedia, Inc., for the last five years.

Response to Area No. 10

Objection: Expedia objects to this area because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence.

Area No. 11

Any and all notices, proof of loss, reports or letters sent by the defendant, Expedia, Inc., to any insurance company, agent, or investigator concerning the accident.

Response to Area No. 11

Objection: Expedia objects to this area because it seeks the disclosure of work product.

**II. AS TO THE FED.R.CIV.P. RULE 34 REQUEST ACCOMPANYING
THE "NOTICE OF DEPOSITION"**

General Objections

A. Expedia asserts all of these General Objections with respect to each and every Fed.R.Civ.P. Rule 34 Request ("Request") to the extent applicable, and its responses thereto should be read to be consistent with all of these General Objections.

B. Expedia objects to each and every Request to the extent that it seeks information that was prepared for or in anticipation of litigation, constitutes attorney-client communications or attorney's work product or is otherwise protected from disclosure by any privilege or immunity. The inadvertent disclosure of any information subject to such privileges or protection is not intended to relinquish any privilege or protection and shall not be deemed to be a waiver of any applicable privilege or protection.

C. Expedia objects to each and every Request to the extent that it attempts to impose burdens that exceed or differ from the requirements of the Federal Rules of Civil Procedure, the Local Rules and the rules of this Court.

D. Expedia objects to each and every Request to the extent that it calls upon Expedia to produce documents beyond its possession, custody or control, or to the extent that it seeks production of documents in the possession, custody or control of Expedia that have been produced by the Plaintiffs.

E. Expedia objects to each and every Request to the extent that it purports to seek information that is publicly available or that is as readily available to the Plaintiffs as it is to Expedia.

F. Expedia objects to each and every Request to the extent that it seeks discovery of information or documents unrelated to the present litigation.

G. Expedia objects to each and every Request to the extent that it seeks discovery of confidential and proprietary business information, and will only provide such information subject to a Protective Order in this case.

H. Expedia objects "Schedule A" to the "Notice of Deposition" as it was issued beyond the June 1, 2006 written discovery service deadline, and, thus, is untimely.

I. Expedia objects to "Schedule A" to the "Notice of Deposition" as it exceeds the scope of the Plaintiffs' timely issued, May 31, 2006, document requests and interrogatories.

J. Expedia reserves the right to assert additional objections and to supplement, modify or amend these objections and responses as additional information becomes known to it.

K. Expedia's decision to answer notwithstanding the objectionable nature of any of the Requests should not be construed as a waiver of any of these General Objections or a waiver of these General Objections as a whole.

Specific Responses to the Document Requests

Request No. 1

All contracts, documents, records, and other written materials between defendant, Expedia, Inc., and the Turtle Beach Towers.

Response to Request No. 1

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Subject to and without waiving this objection or the above General Objections, Expedia states that Expedia will produce those relevant responsive documents now within its possession, custody or control upon execution and filing of a protective order between the parties.

Request No. 2

All contracts, documents, and other written materials between defendant, Expedia, Inc., and all company (*etc*) it lists on its website.

Response to Request No. 2

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Request No. 3

All contracts, documents, correspondence, memoranda, and other written materials concerning the income the defendant, Expedia, Inc., derives from Turtle Beach Towers and all other Hotel/Resorts listed on its website.

Response to Request No. 3

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Request No. 4

Copies of all written promotional and descriptive material distributed to Hotels or Resorts by the defendant, Expedia, Inc.

Response to Request No. 4

Objection: Expedia objects to this request as it is vague, overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Request No. 5

All documents, correspondence, memoranda and other papers related to any and all inspections, if any, performed or undertaken by the Defendant of Hotels or Resorts listed on the defendant, Expedia, Inc.'s website.

Response to Request No. 5

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Specifically as to Turtle Beach Towers, Expedia states that no such documents exist.

Request No. 6

Documents evidencing the vacation packages booked or arranged through defendant, Expedia, Inc.'s website.

Response to Request No. 6

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Request No. 7

Documents evidencing the number of Hotels or Resorts listed on the defendant, Expedia, Inc.'s, website for each of the last five years.

Response to Request No. 7

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request as it seeks to discover information already in the Plaintiffs' possession.

Request No. 8

Documents evidencing any and all financial arrangements between the defendant, Expedia, Inc., and the Hotels or Resorts listed on its website for the last five years.

Response to Request No. 8

Objection: Expedia objects to this request as it is overly broad and unduly burdensome. Further, Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence. Expedia also objects to this Request as it seeks confidential and proprietary information.

Request No. 9

Any and all disclaimers expressed or implied on the defendant, Expedia, Inc.'s, website for individuals who booked a trip through the defendant.

Response to Request No. 9

Expedia states that it produced the relevant Expedia, Inc. *Web Site Terms, Conditions, and Notices* at 1EXP5-8.

Request No. 10

Any and all lawsuits naming the defendant, Expedia, Inc., as a party for personal injuries sustained at a Hotel or Resort property which was booked or arranged through the defendant, Expedia, Inc., for the last five years.

Response to Request No. 10

Objection: Expedia objects to this Request because it seeks irrelevant documents and is not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 11

Any and all notices, proof of loss, reports or letters sent by the defendant, Expedia, Inc., to any insurance company, agent, or investigator concerning the accident.

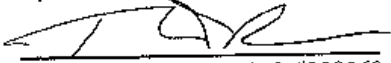
Response to Request No. 11

Objection: Expedia objects to this Request because it seeks the disclosure of work product.

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 carrier on 9/22/06



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By its attorneys,



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