

E

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June 16, 2009

Writer's Direct Contact
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DMuino@mofocom

By Hand Delivery

Frederick Brown, Esq.
Jason Stavers, Esq.
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California

Re: *American Airlines, Inc. v. Yahoo!, Inc.*

Dear Fred and Jason:

Enclosed please find documents produced by Yahoo! bearing Bates numbers YAH-AA 1050769 to 1051157. This production includes documents collected from Yahoo! custodians R. Kahn, C. Cameron, J. Khavani, and C. Arenal.

The documents bearing Bates numbers YAH-AA 1050879-1028 are spreadsheets and tab-delimited text files containing data from October 2002 to May 2009 (excluding only the period from January 2007 to September 21, 2007, for which complete data is not yet available)¹ for each Sponsor Result that was (1)(a) triggered by a search term containing an AA trademark, including AA trademarks encompassed in longer search strings, or (b) triggered by a search term allegedly similar to an AA trademark (as defined in Exhibit B of the May 4, 2009 letter from Lars Berg); and (2) clicked on by a web user.

The spreadsheets for October 2002 to October 2005 (YAH-AA 1050914-1016 and 1051018-1025) contain complete data for those months. The data previously provided for October 2005 can be replaced with the October 2005 data in this production.

The spreadsheets for November 2005 to December 2006 (YAH-AA 1051017 and 1051026-1027) contain additional data for those months, beyond the data that was previously provided (*i.e.*, this data does not duplicate the previously provided data for those months).

¹ The complete data from January 2007 to September 21, 2007 is being restored from back-up tapes and will take a number of months to complete. We will update you on the status of this restoration as it proceeds.

sf-2700115

Frederick Brown, Esq.
June 16, 2009
Page Two

The spreadsheet for January 2007 to March 2007 (YAH-AA 1051028) contains additional data for those months, beyond the data that was previously provided (*i.e.*, this data does not duplicate the previously provided data for those months). As explained in Footnote 1, the data for those months is not complete.

For November 2007 to February 2009, Yahoo! is producing two tab-delimited text files for each month (YAH-AA 1050879-1050910). The first text file (*e.g.*, "aa_200711.txt") contains complete data for the month. The second text file (*e.g.*, "aa_200711_add.txt") contains only additional data for the month, beyond the data that was previously provided.

For March 2009 to May 2009, Yahoo! is producing a single tab-delimited text file for each month (YAH-AA 1050911-913). These text files contain complete data for those months.

The columns in these spreadsheets and text files reflect the following information:

Panama Data

- Column A: Click ID – Identification number of each clicked advertisement.
- Column B: Click Timestamp – Date and time of click.
- Column C: Click Date.
- Column D: Account ID – Identifies the advertiser.
- Column E: Search Domain URL – URL of website where advertisement was displayed and from where click was received.
- Column F: Creative ID – Identifies the particular advertisement that was displayed.
- Column G: Match type – Exact or advanced match.
- Column H: Keyword – Raw search term entered in search box by web user.
- Column I: Served Keyword – Bidded keyword that triggered the advertisement.
- Column J: Revenue – Gross revenue per click (fraction of a dollar).

Pre-Panama Data

- Column A: Click ID – Identification number of each clicked advertisement.
- Column B: Timestamp – Date and time of click.
- Column C: Account ID – Identifies the advertiser.
- Column D: Linead ID – Identifies the particular advertisement that was displayed.
- Column E: Partner Serve URL – URL of website where advertisement was displayed and from where click was received.
- Column F: Match type – Exact or advanced match.
- Column G: Keyword – Raw search term entered in search box by web user.
- Column H: Served Key – Bidded keyword that triggered the advertisement.
- Column I: Revenue – Gross revenue per click (fraction of a dollar).

Frederick Brown, Esq.
June 16, 2009
Page Three

As set forth in our letter of June 15, 2009, Yahoo! will provide a single comma-delimited text file unifying all of the data described above.

The spreadsheet Bates-labeled YAH-AA 1050876 contains a list of advertiser names for each Account ID listed in the spreadsheets and text files (YAH-AA 1050879-1028) for the months of October 2002 to May 2009.

The spreadsheets Bates-labeled YAH-AA 1050877-878 contain a compilation of the advertisements for each Creative ID or Linead ID listed in the spreadsheets and text files (YAH-AA 1050879-1028) for the months of October 2002 to May 2009. The columns in these spreadsheets reflect the following information:

YAH-AA 1050877 (Panama data)

Column A: Creative ID.
Column B: Effective start date of advertisement.
Column C: Effective end date of advertisement.
Column D: Creative file name.
Column E: Creative title.
Columns F and G: Text of the creative. Column G shows the default text. Column F is only displayed if Column G is blank.
Column H: Creative URL.

YAH-AA 1050878 (Pre-Panama data)

Column A: Linead ID
Column B: Creative ID.
Column C: Creative title.
Column D: Text of the creative.
Columns E: Creative URL.

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Frederick Brown, Esq.
June 16, 2009
Page Four

Yahoo! will produce additional responsive documents on a rolling basis.

Sincerely,

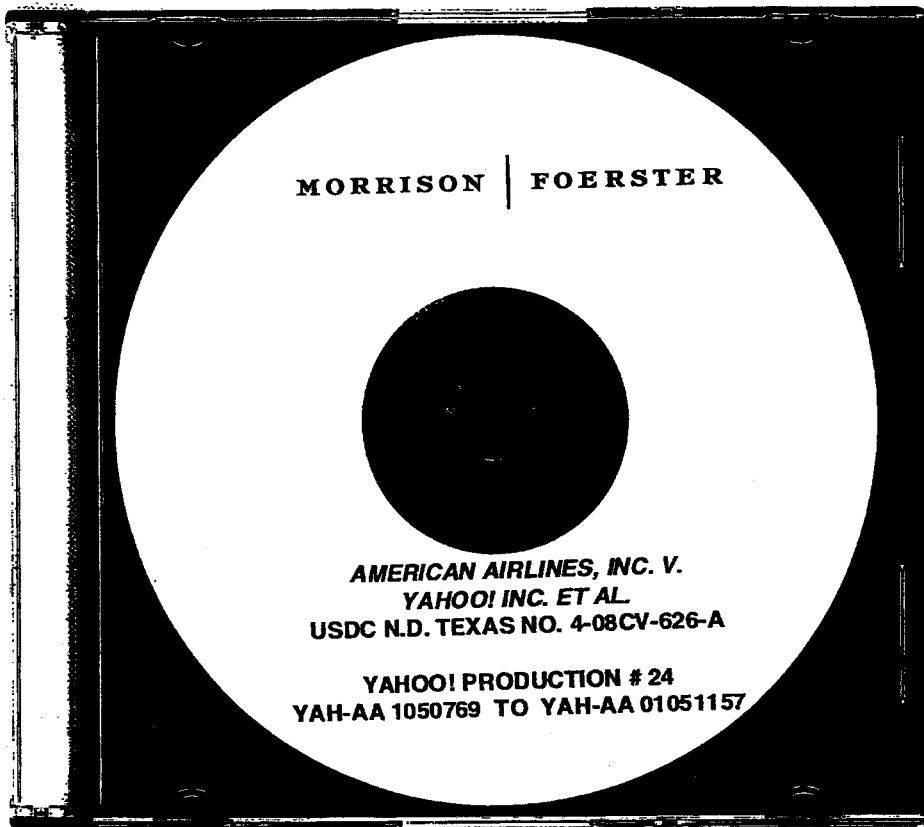
Daniel P. Muino

Daniel P. Muino

Enclosures

cc w/production: Howard Hogan, Esq.
Dee J. Kelly, Jr., Esq.

sf-2700115



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**AMERICAN AIRLINES, INC. V.
YAHOO! INC. ET AL.
USDC N.D. TEXAS NO. 4-08CV-626-A**

**YAHOO! PRODUCTION # 24
YAH-AA 1050769 TO YAH-AA 01051157**

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June 18, 2009

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By Hand Delivery

Frederick Brown, Esq.
Jason Stavers, Esq.
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California

Re: *American Airlines, Inc. v. Yahoo!, Inc.*

Dear Fred and Jason:

Enclosed please find documents produced by Yahoo! bearing Bates numbers YAH-AA 1051158 to 1212876. This production includes (1) documents collected from Yahoo! custodians D. Carrete, J. Dorn, J. Roberts, G. Harris, T. Krueger, P. Cornell, C. Poon, M. Kronthal, and C. Arenal; (2) Yahoo! and Overture SEC filings; and (3) Yahoo!'s document production and pleadings from *GEICO v. Google Inc., et al.*, Case No. 1:04-CV-507 LMB (E.D. Va.).

Some of the documents produced by Yahoo! in the *GEICO* case were designated "Confidential" or "Confidential - Attorneys' Eyes Only" pursuant to the protective order in that case. Please treat the documents marked "Confidential" as Confidential and the documents marked "Confidential - Attorneys' Eyes Only" as Highly Confidential under the Confidentiality Agreement in this matter.

Yahoo! will produce additional responsive documents on a rolling basis.

Sincerely,

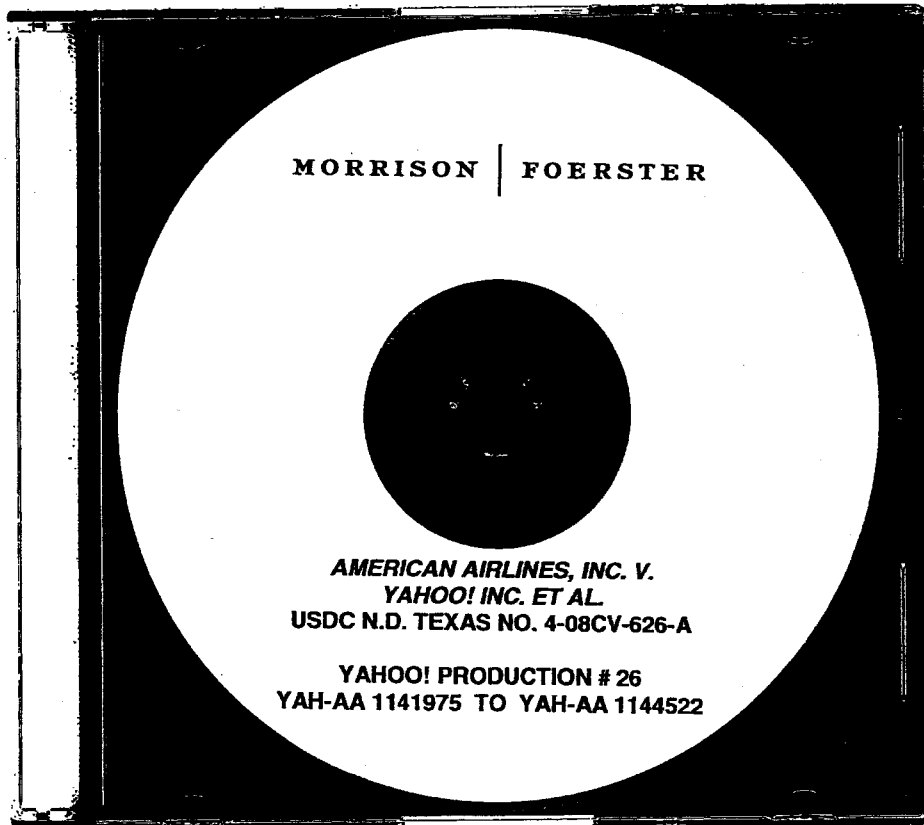
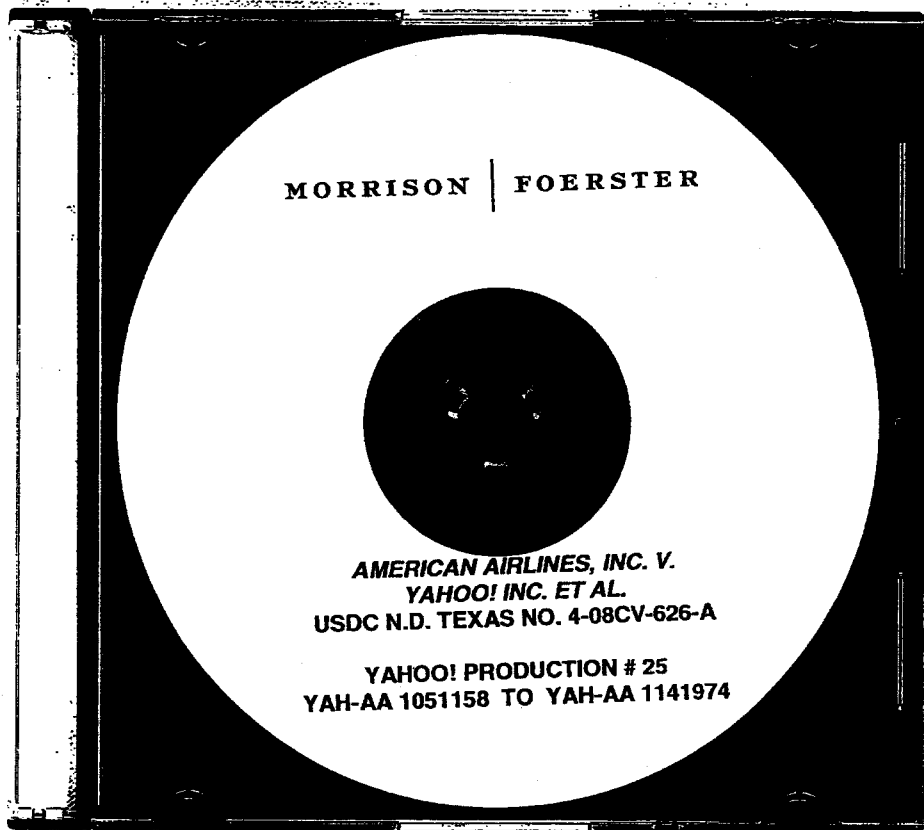


Daniel P. Muino

Enclosures

cc w/production: Howard Hogan, Esq.
Dee J. Kelly, Jr., Esq.

sf-2701726



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AMERICAN AIRLINES, INC. V.
YAHOO! INC. ET AL.
USDC N.D. TEXAS NO. 4-08CV-626-A

YAHOO! PRODUCTION # 27
YAH-AA 1144523 TO YAH-AA 1196135

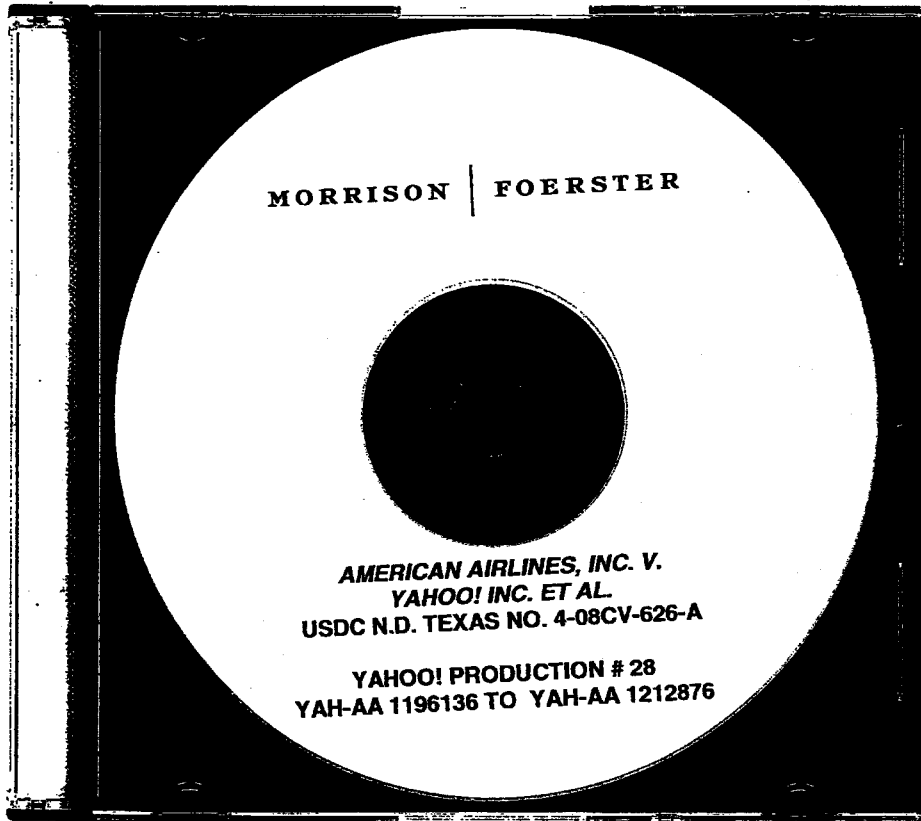
1 OF 2

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AMERICAN AIRLINES, INC. V.
YAHOO! INC. ET AL.
USDC N.D. TEXAS NO. 4-08CV-626-A

YAHOO! PRODUCTION # 27
YAH-AA 1144523 TO YAH-AA 1196135

2 OF 2



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June 29, 2009

Writer's Direct Contact
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By Hand Delivery

Frederick Brown, Esq.
Jason Stavers, Esq.
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California

Re: *American Airlines, Inc. v. Yahoo!, Inc.*

Dear Fred and Jason:

Enclosed please find documents produced by Yahoo! bearing Bates numbers YAH-AA 1263748 to 1381605. This production includes documents collected from Yahoo! custodians J. Slade, K. Slusser and C. Cameron.

The tab-delimited text file labeled YAH-AA 1381599 contains data from October 2002 to May 2009 (excluding only the period from January 2007 to September 21, 2007, for which complete data is not yet available) for each Sponsor Result that was (1)(a) triggered by a search term containing an AA trademark, including AA trademarks encompassed in longer search strings, (b) triggered by a search term allegedly similar to an AA trademark (as defined in Exhibit B of the May 4, 2009 letter from Lars Berg), or (c) triggered by a bidded keyword comprising an AA trademark where the search term did not contain an AA mark; and (2) clicked on by a web user.

The columns in this text file reflect the following information:

- Column 1: Click ID – Identification number of each clicked advertisement.
- Column 2: Click Timestamp – Date and time of click.
- Column 3: Click Date.
- Column 4: Account ID – Identifies the advertiser.
- Column 5: Partner Serve URL – URL of website where advertisement was displayed and from where click was received.
- Column 6: Linead ID (for pre-Panama data) or Creative ID (for Panama data) – Identifies the particular advertisement that was displayed.
- Column 7: Match type – Exact or advanced match.
- Column 8: Keyword – Raw search term entered in search box by web user.

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Frederick Brown, Esq.
June 29, 2009
Page Two

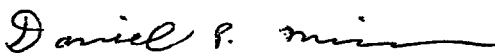
- Column 9: Served Keyword – Bidded keyword that triggered the advertisement.
Column 10: Revenue – Gross revenue per click (fraction of a dollar).
Column 11: Advertiser Bid.
Column 12: Canon search term.
Column 13: Rank of advertisement.
Column 14: Geo-targeting data.
Column 15: Product (Sponsored Search or Content Match).
Column 16: Reason for inclusion of data.
1 = One of the 9 canonicalized trademarked terms equaled the canonical search term.
2 = 'airline american' was in the canonical search term.
3 = One of the additional (150+) list of canonical terms equals the canon search term.
4 = One of the 9 canonicalized trademarked terms equals the canonical bidded term.
Column 17: Data Type (1 for pre-Panama; 2 for Panama).

The spreadsheet Bates-labeled YAH-AA 1381601 is an updated list of advertiser names for each Account ID listed in the text file YAH-AA 1381599 for the months of October 2002 to May 2009.

The spreadsheets Bates-labeled YAH-AA 1381603-604 contain an updated compilation of the advertisements for each Creative ID or Linead ID listed in the text file YAH-AA 1381599 for the months of October 2002 to May 2009. The columns in these spreadsheets reflect the information described in my production letter of June 16, 2009, pertaining to the earlier versions of these spreadsheets.

Yahoo! will produce additional responsive documents on a rolling basis.

Sincerely,



Daniel P. Muino

Enclosures

cc w/production: Howard Hogan, Esq.
Dee J. Kelly, Jr., Esq.

sf-2706527

4

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May 21, 2009

Via E-mail

D. Anthony Rodriguez
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482

Re: Civil Action No. 4-08-8CV-626-A; *American Airlines, Inc. vs. Yahoo! Inc. and Overture Services, Inc. d/b/a Yahoo Search Marketing*

Dear Tony:

I write to follow up on the issues discussed in your letters of May 5 and 14, and Scott Wiehle's letter of May 11, and during our meeting on May 19:

1. American's Claims

American has now explained in writing and in person that the only "website" mentioned in the Complaint for which it is asserting damages claims is AA.com and the distinct but incorporated web pages that make up AA.com. The phrase "other affiliated websites" in the Complaint does not refer to any other websites and does not reasonably incorporate any other specific websites operated by American's licensees or sister corporations. In person and in repeated correspondence, we have tried to create a clear record that we are not putting at issue any injury to any "website" other than AA.com. As a result, there is no reasonable argument that American is withholding relevant documents merely because it has focused its search on the one website at issue – AA.com. If, however, Yahoo insists on the deletion of the phrase "other affiliated websites," American will agree to delete that phrase in a future amended complaint. Moreover, as we discussed, we disagree that there is any inconsistency in the fact that American refers to its ownership of marks other than "AA.com." American, as owners and licensor of the American Airlines Marks listed in the Complaint uses those marks for its own business purposes—including in Internet advertising designed to draw consumers to AA.com—and has the right to protect those marks, and we are producing all responsive information concerning those marks and any injury to American itself related to those marks.

Please let us know whether Yahoo has produced information responsive to American's requests from all of its U.S. corporate affiliates, including but not limited to Actionality, Inc., BlueLithium, Inc., FareChase, Inc., HotJobs.com, Ltd., Inktomi Corporation, JBS Sports, Inc.

(dba Rivals.com), Launch Media Inc., Right Media LLC, Yahoo! Communications, Inc., Yahoo! Communications USA, Inc., Yahoo! CV, LLC, Yahoo! Hispanic Americas, LLC, Yahoo! Realty Inc., Yahoo! SEA Holdings, LLC, and Zimbra, Inc.

2. Time Period

This confirms that American did not restrict its search for or review of responsive documents based on any time limitation. Yahoo should similarly have produced by now all responsive documents that were or should have been in its possession as of December 2006.

3. Custodians and Retention

As we explained, nothing about American's production has been either inadequate or untimely. The documents initially reviewed were collected from a February 2009 sweep of American's relevant documents, which were preserved pursuant to a hold that commenced in November 2006. The documents collected in that sweep were produced on April 20, 2009. American completed a second sweep in April 2009, and we expect all documents from this refresh sweep to be produced around the week of June 8. If Yahoo had similarly started to collect its older documents earlier, it also could have produced the majority of its responsive documents in April and we would now only be waiting on the production of Yahoo's more recent sweeps.

4. Reproduction of materials produced in the Google litigation

As we discussed, the screenshots referred to in the Van Liere deposition were produced on April 20 on discs 34-35, and are the subject of the communications between you and Scott Wiehle dated May 1, 5, 6, 7, 8, and 14.

Your May 14 letter implies that American's production in the Google litigation somehow differs from documents that would be responsive to Yahoo's requests about "this case." There is no foundation for that suggestion. As we have explained, Google's requests for production covered all aspects of American's internet advertising campaigns, including its advertisements with Yahoo, for all time prior to the settlement in that case. American engaged in a thorough search for and production of documents in this case and, as a result, a large segment of that production would also be responsive to Yahoo's requests in "this case" even if Yahoo had not *also* sought the "recycling" of the entire document production in the Google case in Yahoo's Requests for Production 13 and 14.

At the May 19 meeting, you asked for the date of American's last production of documents to Google in the Google litigation. The final production in that litigation was delivered July 11, 2008.

As we explained on May 19, though, we did not understand Yahoo's request to call for the production of the correspondence between counsel for Google and counsel for American

during the Google litigation. We will not, however, withhold these communications if you believe that Yahoo's requests call for their production. You said that you would think about the issue and get back to us.

You also asked for the first time on May 19 whether American has produced all documents related to other litigation concerning Internet advertising. We represented that at least the pleadings for all such litigation were produced on April 20. American will determine whether any other responsive documents exist and will produce them accordingly.

Please let us know whether Yahoo has produced all documents responsive to American's Requests for Production 37 (seeking all documents "related to any legal action or potential legal action related to the enforcement of, challenge to, execution of, or modification of" Yahoo's trademark advertising policies), and 38 (seeking all documents "related to any legal action or potential legal action related consumer confusion related to" Yahoo's advertising programs). By way of illustration, these requests call for the production of all the documents Yahoo produced and served in *GEICO v. Google Inc. and Overture Servs., Inc. (n/k/a Yahoo Search Marketing)*, Case No. 1:04-CV-507 LMB TCB (E.D. Va.). Please let us know when Yahoo will produce those documents.

5. "All Documents" – "Documents" – "All Communications"

We are not in agreement as to whether the parties need to search for responsive documents among all employees. American and Yahoo are not similarly situated with respect to the breadth of the topics at issue in this litigation and the parties' requests for production are not parallel. American is a worldwide airline, and only a small subset of its employees have any responsibilities that relate to internet advertising. We have made a good faith effort to identify all such employees and reviewed their records. In contrast, Yahoo's existence is dependant on Internet advertising and, as alleged in the Complaint, Yahoo has engaged in a pattern and practice of encouraging its advertisers to use the trademarks of others, a practice that proximately led to the infringements at issue. American has requested documents related to Yahoo's overall pattern and practice of encouraging its advertisers to use the trademarks of other, not just the trademarks of American or other companies in the travel industry. As a result, Yahoo does have an obligation to search for all records of all instances in which Yahoo and its agents encouraged the use of trademarks, and all complaints and other confusion caused by such uses.

We will address this issue in greater detail in responding to the letter we received from your colleague Dan Muino late in the evening on May 18. As we discussed, we were not in a position to respond substantively to all parts of Mr. Muino's May 18 letter mere hours later at the May 19 meet and confer session, but the fact that neither Mr. Muino nor a Yahoo in-house representative attended the meet and confer made it impossible to make progress on any issues related to Yahoo's production. In the future, we suggest that at all meet and confer sessions, Yahoo bring lawyers who can discuss Yahoo's production as well as American's production.

6. Google Settlement Agreement

At the May 19 meeting, you asked for the language of the confidentiality provision of the Google settlement agreement. It provides in relevant part that the terms of the agreement "shall be confidential and neither party shall disclose the terms" unless "required to do so by court order or government directive." The agreement further provides an obligation to notify the other side of any disclosure and "make their best efforts to avoid disclosure." Finally, the agreement limits the parties' ability to make public statements about the case and provides for "contractual remedies" in the event of a breach. As we told you, American is willing to produce the agreement to Yahoo if you obtain Google's consent or if American were ordered to do so by the Court.

7. Interrogatories 1-2

As discussed on May 19, the parties agreed that the disputes regarding these interrogatories are not quite ripe.

First, as to the list of "persons knowledgeable about the screenshot[s]" at issue, American made a good faith effort to identify those American personnel with knowledge of the effort to find and collect infringing screenshots. For the vast majority of the responsive screenshots, they were obtained from a third party vendor, and we have provided you with a contact name for that vendor. The remaining screenshots generally were preserved as attachments to e-mails, and we are producing the e-mails so that you can see for yourself who sent and received them. You represented that Yahoo would clarify what it seeks with respect to persons with knowledge of these screenshots. American will then determine what supplementation it can provide.

Second, with respect to the identity of third-party advertisers associated with infringing ads, as we explained, American will identify all of Yahoo's advertisers to whom Yahoo should not have sold the American Airlines Marks. We have questioned the utility of engaging in this exercise with respect to the limited and arbitrary universe of advertisers whose ads happen to have been caught by American in screenshots, or to do it on a screenshot-by-screenshot basis, rather than on an advertiser-by-advertiser basis once we have a complete set of data from Yahoo about all of these infringing ads. Once that data is received, American can identify every third-party advertiser responsive to Yahoo's interrogatory. As an interim measure, though, American is willing to share with Yahoo the identity of advertisers that it is readily able to identify as being connected to infringing ads, but any such list would necessarily be limited by the haphazard set of circumstances that caused these advertisers to come to American's attention and the incomplete nature of Yahoo's production to date. Again, American's allegation is that Yahoo's overall sale of the American Airlines Marks for confusing Internet advertisements is infringing, not only those advertisers who happen to have come to our attention thus far. As we discussed, we are willing to continue to work with you to provide the information that you need as soon as possible, but Yahoo's delay in producing its own information about the sponsor results at issue is not an excuse to make American incur significant burden and expense in interpreting information

that is a small, arbitrary, and inconveniently formatted subset of the information within Yahoo's custody and control.

8. Interrogatory 7

As we discussed, the documents responsive to Interrogatory 7 were identified, by Bates-number, in American's response. American was only able to identify those documents that had been located and Bates-numbered at the time American's responses were due. American anticipates that additional documents have been identified and will be produced, and American will supplement its response accordingly. American anticipates this production and supplementation will occur within the next few weeks.

Your May 14 letter further questions why the majority of American's production is from 2007 and 2008. As we explained, because American greatly expanded its Internet and search advertising efforts in 2006, it is not surprising that the majority of documents in the production date to 2007 and 2008. And as explained above, the production of additional documents from February to April 2009 will be forthcoming.

In addition, as we explained on May 19, American received only last week additional data from iCrossing that appears to be responsive, but it is not in a format that is readily accessible. As soon as American is able to access this data, American will produce it. Further, American recently received permission to produce the confidential and highly confidential documents that were produced by Reprise and T:M in the Google litigation in response to subpoenas served by Google and protected by the confidentiality agreement in that case. We anticipate that these documents will be produced by next week. American will be able to identify additional documents from the Reprise and T:M production that are responsive to Yahoo's Interrogatory 7. For any additional documents from Reprise and T:M, though, Yahoo will need to serve its own subpoenas on these entities, and Gibson Dunn has represented that it has been authorized to accept service on behalf of both companies.

9. Interrogatory 8

For the record, we reiterate our position that Yahoo's Interrogatory 8, asking American to "[i]dentify each contract which [American] allege[s] that [Yahoo] has interfered" with does not require American to also identify all companies American believes to be bound by the contract. As we have explained, the only responsive contract is the American Addendum to the ARC Agreement (the "ARC Addendum"), and companies do not consent to its terms by signing a formal agreement, but by their action in using the ARC system to allow customers to purchase travel services from American. Over the years, hundreds, if not thousands, of online entities have claimed an ability to book travel services with American, but they are under no obligation to disclose to American the status of their offerings. As a result, there simply is no comprehensive list of counter-parties. Indeed, many online travel companies use partners, d/b/a fictitious names, or other means to enter the relevant transactions and are otherwise not transparent to American. Their act of booking travel services with American, though, makes

them parties to the ARC Addendum, and any Yahoo advertiser who actually was able to sell travel services with American, by definition, violated the terms of the ARC Addendum by purchasing the American Airlines Marks from Yahoo. If Yahoo wishes to pursue third party discovery from online travel agents, Yahoo is free to look at its own records. It was Yahoo—not American—who sold American Airlines Marks to non-American advertisers for sponsor result “ads” concerning air travel services. No such advertisers were authorized to use the American Airlines Marks in this way. If the non-American advertisers did have an ability to offer American’s air travel services, they necessarily violated the ARC Addendum. If they did not have the ability to offer such services, then their advertising was even more deceptive.

Notwithstanding our disagreement on this point, American has agreed to provide a supplementation with the names of the counter-parties that account for a bulk of American’s online travel bookings that can be identified by American’s relevant personnel. In addition, as we discussed, once we have a complete accounting from Yahoo as to all parties to whom it has sold rights to use the American Airlines Marks, American will identify those that it knows to have been subject to the ARC Addendum and can identify through a reasonable inquiry. Again, Yahoo’s delay in producing this information is no excuse to put American to a greater burden in interpreting information that is, for the most part, exclusively in Yahoo’s control.

10. “Concerns” About American’s Document Production

Your May 14 letter notes that you found no documents in the AAY production to or from Horst Day. This is not surprising because Mr. Day did not start in his current position with American until early 2009, and, as explained above, American’s initial collection was completed in February 2009. Sherry Turkington is similarly situated. We further note that it was an error on our part to list Cristina Castro, Ann Rhodes, and Christine Valls as American employees with knowledge of relevant facts. Upon further investigation, we determined that Ms. Castro and Ms. Valls are responsible only for marketing to Latin America, outside the United States, and Ms. Rhodes’ responsibilities for AAdvantage business development have nothing to do with Internet advertising.

At the May 19 meeting, you asked us what search terms were used to identify potentially responsive documents. As we explained, American has not used search terms to narrow the universe of documents that it has reviewed. We identified all personnel with potentially responsive documents and reviewed their documents, and we suggest that Yahoo should be adopting the same approach for all of its personnel who have worked on the American account or have ever encouraged the use of a third party trademark in Yahoo’s search advertising programs. Indeed, search terms are not an adequate substitute for a personal review of the documents of those most likely to have responsive information. In fact, as we will discuss at greater length in our response to Mr. Muino’s May 18 letter, the search terms that Yahoo has chosen to use are inconsistent and are highly likely to be under inclusive.

11. Rule 29 Agreement

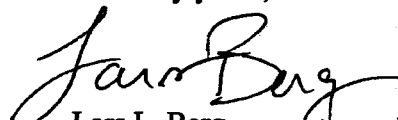
At the May 19 meeting, American provided your colleagues in Fort Worth with a copy of the agreement between American and Google under Rule 29 in the Google litigation concerning the treatment of attorney/client communications and attorney work product related to this litigation for privilege log purposes and drafts and communications with retained experts. American proposed that the parties to this litigation enter into a similar agreement in order to reduce the burden on both sides and avoid unnecessary work. Please let us know whether Yahoo will enter into the same agreement, if you propose any amendments to the language of the Google Rule 29 agreement, or if you have a different position entirely.

12. 30(b)(6) Depositions

Finally, in response to Yahoo's May 13, 2009 Notice of 30(b)(6) Deposition, as we discussed on May 19, American had offered to produce responsive witnesses during the latter parts of the weeks of June 1, 8, and 22. You had indicated that the week of June 8 does not work for your schedule. Accordingly, American hereby designates Alice Curry to testify as to topics 12, 13-17, 22, 23, 26, and 28-37 at Gibson Dunn's Dallas offices on June 4, 2009; Derek DeCross to testify as to topics 14-17 and 19-21 at Kelly Hart's Fort Worth office on June 26; and Rick Wilbins to testify as to topics 18, 24, 25, and 27 at Kelly Hart's Fort Worth office on July 8. Additional dates will be forthcoming for the few remaining topics.

Also, as a reminder, we had proposed an agreement that when the parties schedule a witness for either side in their capacity as a corporate representative under Rule 30(b)(6), that we also use the same date(s) for any deposition that either side may wish to take in their personal capacity to minimize the distraction to and burden on both sides' employees. You had told us that you were not inclined to agree, but please let us know whether, after further consideration, your position remains the same.

Sincerely yours,


Lars L. Berg *with permission
ngm*

cc: David F. Chappell, CANTEY HANGER LLP
Scott Fredericks, CANTEY HANGER LLP
Michael Jacobs, MORRISON & FOERSTER LLP
Daniel Muino, MORRISON & FOERSTER LLP

Dee Kelly, Jr., KELLY HART & HALLMAN LLP
Frederick Brown, GIBSON, DUNN & CRUTCHER LLP
Howard S. Hogan, GIBSON, DUNN & CRUTCHER LLP

I

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,

Plaintiff,

-v.-

YAHOO! INC. and OVERTURE SERVICES,
INC. d/b/a YAHOO! SEARCH MARKETING,

Defendants.


Case No. 4:08-CV-626-A

**DECLARATION OF CARMEN ARENAL IN SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFF AMERICAN AIRLINES, INC.'S
MOTION TO COMPEL DISCOVERY**

I, Carmen Arenal, declare as follows:

1. I am Director, Trademarks at Yahoo! Inc. As such, I have been chiefly responsible for coordinating Yahoo! data and document collection efforts in this case. I have personally devoted approximately 720 hours to the data and collection efforts.
2. I have been assisted by others at Yahoo!, including Maggie Tooch, Debra Carrete, Laura Covington, and John Zent with the collection effort. I have also coordinated extensively with our document vendor, Teris, and outside counsel.
3. At least as early as February 2009, I began working with Yahoo!'s data management personnel to organize the collection of responsive data from Yahoo!'s databases. Responsive data was collected in March 2009 and at various times thereafter. Yahoo!'s data management team has spent roughly 780 hours collecting data.
4. In April 2009, I began coordinating interviews with Yahoo! custodians who possess responsive documents. To date, outside counsel and Yahoo! personnel have sought responsive documents from more than 80 personnel and interviewed more than 60 custodians. Many responsive documents were obtained directly from these custodians.
5. Our document vendor, Teris, copied the computer hard drives of the custodians for the collection of additional responsive documents. Teris has used search terms to extract additional responsive documents and screened documents for privilege. The costs for the services of Teris have come to more than \$350,000 so far.
6. Yahoo! has also collected large volumes of data from our databases, which rank as some of the largest in the world, pertinent to the advertisements at issue in this case.
7. Yahoo! conducted an individual, human review of the potentially privileged documents.

I declare under penalty of perjury that the foregoing is true and correct. Executed this
16th day of July, 2009.



Carmen Arenal