

EXHIBIT D

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

AMERICAN AIRLINES, INC.,

Plaintiff,

v.

TRAVELPORT LIMITED, et al.,

Defendant.

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CASE NO. 4:11-cv-00244-Y

**(If the action is pending in another
district, state where:
Northern District of Texas)**

OBJECTIONS TO SUBPOENA

TO: Travelport Limited and Travelport LP (collectively “Travelport”), by and through service upon their attorney of record, Steig D. Olson, Quinn Emanuel Urquhart & Sullivan, LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010

In accordance with the provisions of Rule 45 of the Federal Rules of Civil Procedure, Hewlett Packard Company (“HP”) files the following objections to the subpoena duces tecum that has been served upon it in the above-entitled and numbered cause, stating as follows:

BACKGROUND

1. On or about August 10, 2012, Travelport served HP with a subpoena duces tecum (“the Subpoena”) in the case styled American Airlines, Inc. v. Travelport Limited, et al., Cause No. 4:11-cv-00244-Y, pending in the United States District Court for the Northern District of Texas, Fort Worth Division (“the Litigation”). The Subpoena was served on or about August 10, 2012. By agreement the parties extended the time within which HP had to object or move in response to this subpoena up to and including September 5, 2012, via the email agreement that is attached hereto as Exhibit A. Consequently, these objections are timely.

GENERAL OBJECTIONS

2. HP objects generally to producing any documents in response to the Subpoena given that Travelport and the other parties to the Litigation, with the exception of Sabre Holdings Corporation and its related entities (“Sabre”), have requested a stay of all discovery in order to allow the parties adequate time within which to conduct a mediation and other settlement negotiations that potentially could resolve the matter. This stay is being sought in order to avoid the expense and inconvenience of completing discovery in these proceedings. Given the parties’ belief that such discussions could be fruitful, HP, as a non-party, has at least an equal interest in a stay that would avoid the expense and inconvenience of being required to provide third-party discovery in the Litigation.

3. HP further objects to the Subpoena insofar as it seeks production from HP in New York, as the relevant documents are actually in the possession, custody, or control of HP Enterprise Services, LLC (“HPES”), which is headquartered in Plano, Collin County, Texas.

4. HP objects to Definition Number 8 of “relate to, refer to, or relating to, referring to, and regarding” in that the definitions are overly broad and impossible to comply with. For example, the definitions seek to require HP to guess as to whether in the preparation of a given document the author considered, evaluated, or analyzed the subject matter of the request. Similarly, the definition is overbroad in seeking anything that concerned, pertained to, somehow was bearing upon or otherwise resulted from a study of the requested documents. Instead, HP will produce any responsive, nonobjectionable documents that are specifically described within the categories of requests without the expansion attempted by Definition Number 8.

5. HP further objects to Instruction Number 8 insofar as it imposes duties beyond those included within Rule 45(d) of the Federal Rules of Civil Procedure. Specifically, HP

objects to producing electronically stored information in more than one manner and further objects to producing electronically stored information that is not reasonably accessible because of undue burden or cost.

6. HP further objects to the requests for production in that they seek the discovery of privileged or other confidential research, development or commercial information or other protected matters in that Travelport and HP Enterprise Services are direct competitors in the market for computer reservation systems (“CRS”) used by airlines and others. Essentially all of the information sought by the request for production relate to confidential aspects of HPES’s CRS business, and it would be extremely harmful to HPES to allow such documents to fall into the hands of a direct competitor such as Travelport.

RESPONSES TO REQUESTS TO PRODUCE DOCUMENTS

1. All actual or proposed contracts or agreements between your company and AA, communications between your company and AA regarding such contracts or agreements and/or the negotiation of such contracts or agreements, and internal communications within your company regarding such contracts or agreements or the negotiations surrounding them.

RESPONSE:

HP objects to this request in that it is overbroad insofar as it seeks all contracts or agreements between HP, defined to include HP and all of its subsidiaries, and AA, which is similarly defined, as well as all communications regarding such contracts or agreements. During the relevant time period HP and AA have entered into various contracts, the great bulk of which have nothing to do with the matters at issue in the Litigation. HP further objects because the request seeks disclosure of privileged trade secret or other confidential research, development or commercial information or other protected matter, as well as matters protected by the attorney

client privilege and work product doctrine. Subject to the foregoing objection, HP has agreed to produce those portions of its contract with AA that are sufficient to confirm that HP entered into an agreement to provide services relating to the development of an enhanced CRS for AA.

2. All communications between your company and AA relating to your company purchasing, acquiring, establishing, developing, or otherwise operating a GDS, including, but not limited to, communications regarding any restrictions sought by AA in connection with the negotiation of any contracts or agreements that would prevent your company from entering the GDS business.

RESPONSE:

HP objects to the foregoing request because it is overbroad. HP further objects insofar as the request seeks disclosure of privileged, trade secret or other confidential research, development, or commercial information, or other protected matter. Subject to the foregoing objections, HP has agreed to produce those portions of the contract with AA that reflect any restrictions on HP's involvement in the GDS business.

3. All documents relating to the schedule for developing and implementing various aspects of the Jetstream project, including, but not limited to, reports on the progress or lack of progress in the development or implementation of components of the Jetstream project.

RESPONSE:

HP objects to this request as overbroad insofar as it seeks all documents relating to developing and implementing various aspects of the Jetstream project. HP objects on the further grounds that the request will require disclosure of privileged or trade secret or other confidential research, development, or commercial information or other protected matter, as well as matters

protected by the attorney client privilege and work product doctrine. Subject to the foregoing objection, HP is willing to produce documents reflecting the termination of the Jetstream project.

4. All documents reflecting analysis relating to the efficacy or lack of efficacy of the Jetstream project.

RESPONSE:

HP objects to this request as overbroad insofar as it seeks all documents relating to various confidential features and aspects of the Jetstream project. HP objects on the further grounds that the request will require disclosure of privileged or trade secret or other confidential research, development, or commercial information or other protected matter, as well as matters protected by the attorney client privilege and work product doctrine. Subject to the foregoing objection, HP has agreed to produce documents reflecting the termination of the Jetstream project.

5. All documents relating to any aspect of the Jetstream project that discusses or mentions AA Direct Connect.

RESPONSE:

HP objects to this request as overbroad insofar that it seeks all documents “relating to” the designated issues. HP objects for the further reason that the request seeks the disclosure of privileged matter or trade secret or other confidential research, development, or commercial information or other protected matter, as well as documents protected by attorney client privilege and work product doctrine. Subject to the foregoing objection, HP has agreed to produce those portions of the contract with AA that reflect any obligation on the part of HP to incorporate AA legacy systems within the Jetstream project.

Respectfully submitted,

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*Attorney for Defendant
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CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2012, I caused a true and correct copy of Objections to Subpoena to be served vial email and regular mail, upon each of the following:

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EXHIBIT A

Tim Gavin

From: Tim Gavin
Sent: Wednesday, August 22, 2012 10:55 AM
To: 'Steig Olson'
Subject: RE: Subpoena on HP

I should have included that. Yes, we will not raise the discovery deadline as a basis for objection. I am glad we have reached agreement and look forward to working cooperatively in dealing with these discovery issues. Tim

From: Steig Olson [mailto:steigolson@quinnemanuel.com]
Sent: Wednesday, August 22, 2012 10:16 AM
To: Tim Gavin
Subject: RE: Subpoena on HP

Tim: This is generally fine on the understanding, as we discussed yesterday, that your client won't raise the fact discovery deadline (currently, September 14) as the basis for any objection.

Steig

From: Tim Gavin [mailto:tgavin@CCSB.com]
Sent: Tuesday, August 21, 2012 11:33 AM
To: Steig Olson
Subject: Subpoena on HP

Steig, this is to confirm our conversation of this morning. I am representing HP in responding to the subpoena you served upon it on August 10. I believe the documents that are of interest to you are going to be down here at the Plano facility, which is how your subpoena has made it back down to Texas. I need some time to talk to the right business people down here and determine what we have, what we can produce, and what we would need to object to. I know for sure that your first request is objectionable, as it seeks all documents regarding contracts between HP and EDS and there will be contracts totally unrelated to the matters that are of interest to you. The rest I need to figure out. So what I have proposed is that you give me an extension until September 5 to figure out what all we have and try to work things out with you, with a view toward actually producing documents on September 19. If things can't be worked out, then I would file my objections and whatever motion I would need to file by September 5. Look forward to working through these issues with you. Tim

Tim Gavin
Partner



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