

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 19-cv-23965-JEM

JOSÉ RAMÓN LÓPEZ REGUEIRO

v.

AMERICAN AIRLINES INC. and
LATAM AIRLINES GROUP, S.A.,

defendants.

**LÓPEZ REGUEIRO’S MOTION TO COMPEL AMERICAN AIRLINES INC.’S
RESPONSES TO DISCOVERY REQUESTS**

José Ramón López Regueiro, pursuant to Fed. R. Civ. P. 37 and Local Rule 26.1 of the Southern District of Florida, asks this Court to compel defendant American Airlines Inc. (“AA”) to respond to his First and Second Requests for Production of Documents (the “First RFP” and “Second RFP”), and his First Set of Interrogatories (the “First Interrogatories”). Even though the First RFP was served more than five months ago—and even though the discovery deadline in this case is three months from now—AA has failed to produce responsive documents to the vast majority of López Regueiro’s requests.

BACKGROUND

Plaintiff López Regueiro has sued AA for trafficking in the José Martí International Airport in Havana, Cuba (the “Airport”), in violation of Title III of the Helms-Burton Act, 22 U.S.C. § 6081, et seq.

On October 31, 2019, López Regueiro served his First RFP on AA, to which AA responded on December 4, 2019. On November 14, 2019, López Regueiro served his Second RFP and First Set of Interrogatories on AA. AA responded to the Second RFP and provided its Unverified Response to the First Interrogatories on December 27, 2019 (verified three days later).

After three good-faith conferences totaling more than four hours, the parties were still unable to resolve many of their disputes. A discovery hearing before Magistrate Judge Goodman was scheduled for February 14, 2020. However, just hours before the scheduled hearing, the case was reassigned to Magistrate Judge Otazo-Reyes. On March 4, 2020, Magistrate Judge Otazo-

Reyes recused herself. As a result, López Regueiro has not yet been heard on AA's failure to make discovery.

A. Defendant Seeks to Circumvent its Discovery Obligations by Limiting the Discovery Timeframe to 2 years

Even though AA has been trafficking in the Airport since at least the 1990s, López Regueiro requests information from AA only for the last five years. For example, to curtail its responses to First RFP Nos. 10-18 relating to charter flights, defendant unilaterally limited the timeframe to two years. In its response, AA barely states that it has “not operated charter passenger flights from airports in the United States to the Airport.” AA's Responses and Objections to First RFP Nos. 10-18. But in truth, and in fact, AA operated charter flights from airports in the United States to the Airport for more than 25 years until at least 2016. *See* attached Composite **Exhibit A**. AA's ruse is as transparent as it is improper—by self-imposing its preferred two-year timeframe, AA brazenly claims that it has “not operated charter passenger flights from airports in the United States to the Airport” when the truth is it was the mayor operator of charter flights for many, many years.

Defendant argues that 22 U.S.C. § 6084 is a 2-year statute of limitation for Helms-Burton claims. It is not a statute of limitation. That section reads: “An action under section 6082 of this title may not be brought more than 2 years after the trafficking giving rise to the action has ceased to occur.” That is the language of a statute of repose. “[A] statute of limitations creates a time limit for suing in a civil case, based on the date when the claim accrued.” *CTS Corp. v. Waldburger*, 573 U.S. 1, 7 (2014). “A statute of repose, on the other hand, puts an outer limit on the right to bring a civil action. That limit is measured not from the date on which the claim accrues, but instead from the date of the last culpable act or omission of the defendant.” *Id.* “A statute of repose terminates the right to bring an action after the lapse of a specified period. The right to bring the action is foreclosed when the event giving rise to the cause of action does not transpire within this interval.” *Lamb By and Through Donaldson v. Volkswagenwerk Aktiengesellschaft*, 631 F. Supp. 1144 (S.D. Fla. 1986) (Marcus, J.) 22 U.S.C. § 6084 is undoubtedly a status of repose because it terminates the right to bring an action two years after the trafficking ceased.

Defendant, *to this day*, continues to traffic in the Airport. Accordingly, the two-year lookback period of 22 U.S.C. § 6084—the statute of repose—has not yet begun to run. Sustaining defendant's objection would impose a moving time limitation on discovery and would preclude

plaintiff from obtaining information relevant to his claim. “Courts are required to accord discovery a broad and liberal scope in order to provide parties with information essential to the proper litigation of all relevant facts, to eliminate surprise and to promote settlement.” *Oppenheimer Fund, Inc., v. Sanders*, 437 U.S. 340, 351 (1978).

AA’s invented two-year time limitation on discovery would preclude López Regueiro from obtaining information relevant to prove that even though AA knew that it was trafficking on confiscated property, it intentionally continued to do so for over 25 years through its charter services.

Separately, and independently, Fed. R. Evid. 404(b) expressly contemplates the admissibility of prior bad acts “for other purposes, such as proof of motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident...” The information sought by López Regueiro is relevant information for purposes of determining AA’s motive, intent, plan, knowledge, and absence of mistake or accident. *Goodman v. Tatton Enterprises, Inc.*, 2012 WL 1886529 (S.D. Fla 2012) (Rosenbaum, J.).

B. AA’s Objections Based on Overbreadth, Relevance, Privilege, and Proportionality Fail Because It Failed to Show How Plaintiff’s Requests Are Unduly Burdensome

Defendant objected to almost every request in the First and Second RFPs and the First Interrogatories with formulaic relevance, scope, proportionality, and privilege objections. As such, it is unclear whether defendant has provided a complete answer or whether information has been withheld based on the objection. As stated in this Court’s General Order on Discovery Objections and Procedures, ¶ 4, “[c]ounsel shall include in the answer a clear statement that all responsive documents/information identified have in fact been produced/provided, or otherwise describe the category of documents/information that have been withheld on the basis of the objection.” Courts in the Eleventh Circuit have found that “whenever an answer accompanies an objection, the objection is deemed waived and the answer, if responsive, stands.” *Tardif v. People for the Ethical Treatment of Animals*, 2011 WL 1627165, at *2 (M.D. Fla. 2011); *see also Pepperwood of Naples Condo. Ass’n v. Nationwide Mut. Fire Ins. Co.*, 2011 WL 4382104, at *4–5 (M.D. Fla. 2011); *Mann v. Island Resorts Dev., Inc.*, 2009 WL 6409113, at *3 (N.D. Fla. 2009). AA should be compelled to provide responses to the discovery requests in compliance with this Court’s order and its formulaic objections should be deemed waived.

First, defendant argues that the requests are not relevant to the issues of this case. At least 12 of the requests AA tagged “irrelevant” were directed to its OFAC licensing and the issue of whether its passengers travelled lawfully, both key issues in this case. Discovery should be allowed “unless it is clear that the information sought has no possible bearing on the claims and defenses of the parties or otherwise on the subject matter of the action.” *Tate v. United States Postal Serv.*, 2007 WL 521848, at *1 (S.D. Fla. 2007) (citing *Dunkin Donuts, Inc. v. Mary’s Donuts, Inc.*, 2001 WL 34079319 (S.D. Fla. 2001)). “Relevance is “construed broadly to encompass any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.” *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978). A discovery request “should be considered relevant if there is any possibility that the information sought may be relevant to the subject matter of the action.” *Moss v. GEICO Indem. Co.* 2012 WL 682450 (M.D. Fla. 2012) citing *Roesberg v. Johns–Manville Corp.*, 85 F.R.D. 292, 296 (E.D. Pa. 1980); see also *Deitchman v. E.R. Squibb & Sons, Inc.*, 740 F.2d 556 (7th Cir. 1984) (If a court is in doubt concerning the relevancy of requested discovery the discovery should be permitted.) All of defendant’s relevance objections fail.

Second, defendant objects to each request based on proportionality. But it has failed to demonstrate how any one of the requests is unreasonable or unduly burdensome. The party resisting discovery has a heavy burden of showing why the requested discovery should not be permitted. *Rossbach v. Rundle*, 128 F.Supp.2d 1348, 1354 (S.D. Fla. 2000) (“The onus is on the party resisting discovery to demonstrate specifically how the objected-to information is unnecessary, unreasonable or otherwise unduly burdensome.”). Indeed, “To meet this burden, the party resisting discovery must demonstrate specifically how the objected-to request is unreasonable or otherwise unduly burdensome.” *Silver v. Tenet Health Care Corp.* 2010 WL 11444064 (S.D. Fla. 2010); see also *Topp Telecom v. Atkins*, 763 So.2d 1197, 1198 (“There is obviously no error in overruling this kind of objection when it is not supported by record evidence, such as an affidavit detailing the basis for claiming that the onus of supplying the information or documents is inordinate.”). Because defendant has made no showing whatsoever of how any request is disproportionate or unduly burdensome, its proportionality objections should be overruled.

Third, defendant’s objections based on privilege also fail because they do not specify the privilege being asserted. They merely state that “AA also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work

product protection.” As stated in this Court’s General Order on Discovery Objections and Procedures, ¶ 5, “[g]eneralized objections asserting attorney-client privilege or work product doctrine do not comply with the Local Rules. Local Rule 26.1(e)(2)(B) requires that objections based upon privilege identify the specific nature of the privilege being asserted, as well as identify such things as the nature and subject matter of the communication at issue, the sender and receiver of the communication and their relationship to each other, among others.” Furthermore, defendant failed to attach any privilege log, thus, its privilege objections should be deemed waived. *Id.* (“[i]f a general objection of privilege is made without attaching a proper privilege log, the objection of privilege may be deemed waived.”)

C. Defendant has Failed to Produce a Single Document Responsive to the Discovery Requests

To date, defendant has failed to produce a single document responsive to López Regueiro’s discovery requests. Rule 26(e) provides an ongoing duty to supplement information in response to a party’s discovery requests. “A party seeking discovery may move for an order compelling an answer, designation, production, or inspection. This motion may be made if . . . a party fails to produce documents . . .” Fed. R. Civ. P. 37(a)(3)(B). The Federal Rules “strongly favor full discovery whenever possible.” *Farnsworth v. Procter & Gamble Co.*, 758 F.2d 1545, 1547 (11th Cir. 1985). “The overall purpose of discovery under the Federal Rules is to require the disclosure of all relevant information so that the ultimate resolution of disputed issues in any civil action may be based on a full and accurate understanding of the true facts, and therefore embody a fair and just result.” *Lockwood v. Shands Jacksonville Medical Center Inc.*, 2010 WL 2035117, at *1 (M.D. Fla. 2010). Plainly, here, where the key issue is whether AA has trafficked in López Regueiro’s property, information such as the purpose and legality of its passengers’ travel, and whether or not they transported cargo into and out of the Airport, is not only relevant, but central to the matter. *See e.g.* Second RFP 14-16 and First RFP 19-23. Therefore, the Court should compel defendant to provide the requested information to plaintiff, and any other relief the Court deems just given defendant’s long delay.

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1(a)(3)

Pursuant to S.D. Fla. L. R. 7.1(a)(3), counsel conferred telephonically, in good faith, on January 6, 2020, January 13, 2020, and January 16, 2020, but have been unable to resolve the issues described above.

Respectfully submitted,

RIVERO MESTRE LLP

2525 Ponce de Leon Blvd., Suite 1000
Coral Gables, Florida 33134
Telephone: (305) 445-2500
Facsimile: (305) 445-2505
E-mail: arivero@riveromestre.com
E-mail: jmestre@riveromestre.com
E-mail: arolnick@riveromestre.com
E-mail: crodriguez@riveromestre.com

By: /s/ Andrés Rivero
ANDRÉS RIVERO
Florida Bar No. 613819
JORGE A. MESTRE
Florida Bar No. 88145
ALAN H. ROLNICK
Florida Bar No. 715085
CARLOS A. RODRIGUEZ
Florida Bar No. 0091616

MANUEL VAZQUEZ, P.A.

2332 Galiano St., Second Floor
Coral Gables, Florida 33134
Telephone: (305) 445-2344
Facsimile: (305) 445-4404
E-mail: mvaz@mvazlaw.com

By: /s/ Manuel Vazquez
MANUEL VAZQUEZ
Florida Bar No. 132826

CERTIFICATE OF SERVICE

I certify that on March 13, 2020, I electronically filed this document with the Clerk of the Court using CM/ECF. I also certify that this document is being served today on all counsel of record by transmission of Notices of Electronic Filing generated by CM/ECF.

By: /s/ Andrés Rivero
ANDRÉS RIVERO

EXHIBIT

A



PRESS RELEASE

Corporate Communications
817-967-1577
mediarelations@aa.com

FOR RELEASE: Tuesday, April 5, 2016

AMERICAN AIRLINES CELEBRATES 25 YEARS OF SERVICE TO CUBA

American's vast experience and longstanding relationships will be essential in the transition to scheduled service later this year

MIAMI – American Airlines today celebrates 25 years of charter service to Cuba – invaluable and unmatched experience that positions American to be a leader when scheduled service begins later this year. American's first charter flight to Cuba departed Miami International Airport for Jose Marti International Airport in Havana on April 5, 1991.

Leo Rodriguez, a Miami-based Tower Planner who has coordinated American's Cuba charter flights for the past 25 years, recently reflected on his experience. "Back then, going to Cuba was like going to the moon. It was not like it is today. But I always thought our work was important and we were laying the foundation for a regular operation. It has been really exciting because we were pioneers."

Rodriguez, who was born in Cuba and is a 35-year employee of American Airlines, is optimistic about the prospect of regularly scheduled flights to his home country and is honored to have played a role in the process. "It's going to be the culmination of 25 years of work. We have worked really hard and all those efforts are about to pay off. I am proud to have been part of something that is about to give birth to something bigger."

In addition to American's wealth of experience and familiarity with ground operations in Cuba, no carrier has made a greater commitment to Miami-Dade County – the heart and soul of the Cuban-American community and home to nearly 50 percent of the Cuban-American population in the U.S. American is the undisputed leader among all airlines serving the people and businesses of Miami-Dade, and offers unrivaled connectivity through its Miami hub.

Last month, American submitted an application to the U.S. Department of Transportation proposing to operate scheduled service between the U.S. and Cuba, including 10 daily frequencies from Miami to Havana and additional service to Havana from American's hubs in Charlotte, Dallas/Fort Worth, Chicago and Los Angeles. American's proposal also includes daily service between Miami and five other Cuban cities.

American's proposed Cuba service:

To Havana:

- Miami – 10 daily frequencies
- Charlotte – one daily frequency
- Dallas/Fort Worth – one daily frequency
- Chicago – one weekly frequency
- Los Angeles – one weekly frequency

Also from Miami:

- Two daily frequencies to Santa Clara
- Two daily frequencies to Holguin

REQUEST NO. 10. Any documents related to the schedule of charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the number of flights (let alone charter flights) operated to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 1.



2/11/2020

U.S. Airlines Increase Charter Flights to Cuba - WSJ

THE WALL STREET JOURNAL.

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Airlines Rev Up for Flights to Cuba

As Travel Limits Ease, Carriers Boost Charter Service in Hopes That Full-Scale Tourism Will Return

By Jack Nicas

October 24, 2011

U.S. airlines are wading deeper into the charter business to Cuba as travel restrictions have loosened, hoping one day to haul American tourists to the island's unspoiled beaches.

By year-end, four of the largest U.S. airlines will operate about 25 weekly flights to Cuba for charter companies. AMR Corp.'s American Airlines has been flying to Cuba for two decades, and JetBlue Airways Corp. [JBLU 2.65%](#) arrived last month. The world's two biggest carriers by traffic, United Continental Holdings Inc. [UAL 1.65%](#) and Delta Air Lines Inc., [DAL 1.93%](#) are resuming weekly service to Cuba after a seven-year hiatus.

Charter companies estimate that they will fly 400,000 people between Cuba and the U.S. this year, up from 250,000 last year.

The surge follows President Barack Obama's January order to make travel to the communist country easier for students, journalists and religious groups, among others. That helped clear the way for future direct charter flights to Cuba from Chicago, Baltimore, Dallas and 12 other cities. Until this year, Miami International Airport, Los Angeles International Airport and New York's JFK International Airport were the only U.S. gateways to the island for many years.

Meanwhile, AMR has expanded its market share. For several years after 2004, its regional carrier, American Eagle, operated an estimated 80% of the flights from Miami to Cuba, charter companies say. Since 2009, American Airlines' presence in Cuba has grown with demand, say Tessie Aral, president of ABC Charters Inc. ABC uses American for eight flights a week to Cuba, including the first regular flights from Tampa since 1959. "American has stuck it through thick and thin for a very, very long time," says Ms. Mannerud, of Airline Brokers. "I think in the end it's going to pay off."

AMR confirms it flies to Cuba for charter companies but declines to comment further.



Tourism by Americans is still barred. But under the new rules some U.S. citizens—for example, under the auspices of news organizations or universities—can get permission for travel to Cuba from charter companies instead of just through the U.S. government. Others, such as performers, humanitarians or individuals planning direct educational exchanges with Cuban citizens, still must apply case-by-case to the U.S. Treasury Department. As before, Cuban-Americans can make unlimited trips to visit family.

<https://www.wsj.com/articles/SB10001424052970203752604576643452812586950>

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 19-cv-23965-MGC

JOSE RAMON LÓPEZ REGUEIRO

plaintiff,

v.

AMERICAN AIRLINES INC. and LATAM
AIRLINES GROUP, S.A.,

defendants.

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Jose Ramon López Regueiro requests, under Federal Rule of Civil Procedure 34, that defendant American Airlines Inc. produce for inspection and copying, within the time provided by the Federal Rules, originals of the documents identified below.

I. DEFINITIONS

As used in this request for production (the “Request”), the following terms and words have the following meanings:

1. The words “American Airlines”, “AA”, “you”, “your”, “yours”, or “yourselves”, shall mean American Airlines Inc., including but not limited to, all of its parent companies, holding companies, divisions, departments, subsidiaries, affiliates, predecessors, present or former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants or all other persons acting or purporting to act on its behalf, and each partnership in which it is a partner.

2. The “Airport” shall mean José Martí International Airport in Havana, Cuba.

3. “Agent” shall mean any agent, employee, officer, director, attorney, independent contractor, or any person acting at the direction of, or on behalf of, another.

4. “And” and “or” shall be both conjunctive and disjunctive; and “including” shall mean “including without limitation.”

5. “Any” shall include the word “all,” and “all” shall include the word “any.”

6. “Commercial Cargo” shall mean any property carried on an aircraft other than stores and accompanied or mishandled baggage.

7. “Communications” shall mean any oral, written, or electronic transmission of information, including, but not limited to, letters or correspondence, conversations, meetings, discussions, telephone calls, telegrams, telexes, seminars, conferences, messages, facsimile transmissions, e-mails, notes, texts, instant messages, social media exchanges, or memoranda.

8. “Control” shall mean possessed by you, in your custody or control, or under your direction, and shall include under the possession, custody or control of persons under your direction, including your employees, subordinates, counsel, accountants, experts, parents, or affiliated corporations, and any person or entity purporting to act on your behalf.

9. “Cuban Government” means the executive, judicial, and legislative branches of Cuba’s government, including, but not limited to each of their departments, agencies, committees, offices, and boards.

10. “Date” shall mean the exact day, month, and year, if ascertainable, and if not, the best approximation thereof (based on its relationship to other events).

11. “Document” shall refer to and include any item within the scope of Federal Rule of Civil Procedure 34, including any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or

transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise.

12. “Employee” means any person who at any time acted or purported to act on behalf of another person or persons, including all present and former directors, officers, executives, agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons.

13. “ESI” shall mean electronically-stored information and associated metadata.

14. The term “Identify”, when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, and a general description of the document, including:

- a. the type of document (i.e., correspondence, memorandum, telex, etc.);
- b. the general subject matter of the document;
- c. the date of the document;
- d. the author of the document;
- e. the addressee of the document; and
- f. the relationship of the author and addressee to each other.

15. The term “Identify” with respect to a person means to give, to the extent known, the person’s full name, job title, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment.

16. “Lawsuit” or “Action” shall mean the action styled *Jose Ramon López Regueiro v. American Airlines Inc. and LATAM Airlines Group, S.A.*, Case No. 19-cv-23965-MGC (S.D. Fla.).

17. “OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

18. “Operate” shall mean to provide flights, sell tickets, or otherwise perform services incident to the transport of passengers or cargo on aircraft owned, leased, chartered, or otherwise controlled by you.

19. “Person” shall mean a natural person acting as an individual, a group of individuals acting in a collegial, business or group capacity (e.g., as a board of directors or committee), or a business, corporation, proprietorship, partnership, trust, association, or any governmental, juridical, or other entity.

20. “Relating to” and “relate to” shall mean directly or indirectly referring to, evidencing, discussing, defining, mentioning, reflecting, regarding, pertaining to, consisting of, concerning, recording, evaluating, or in any way logically or factually connected with the matter discussed or to which reference is made.

21. The terms “third party” and “third parties” refer to individuals or entities that are not parties to this proceeding.

22. Wherever necessary to insure completeness or accuracy of these document requests, the singular includes the plural and the plural includes the singular.

II. RELEVANT TIME FRAME

Unless specified in a particular request, these requests for production shall include and encompass all information available for the period of five years preceding the date of this Request.

III. INSTRUCTIONS

1. This document request is continuing in nature and, when new knowledge or information comes to your attention, the information supplied in the answers to the document request shall be supplemented forthwith.

2. Copies of documents which are identical duplicates of other documents which have already been produced for inspection and copying in this action need not be produced.

3. The documents that are the subject of this discovery request are to be produced as follows: (1) in the exact order in which they are kept in the ordinary course of business, or (2) classified according to the specific request(s) to which they are responsive.

4. To the extent that you do not have possession, custody, or control of any documents identified as responsive to a particular request herein, please indicate that by writing “none” and explain the lack of possession, custody, existence or control of such responsive documents in your response.

5. All electronic documents and e-mail are requested to be produced in electronic format by a forensically sound method, with all original metadata preserved and intact.

6. ESI should be produced as follows:

- a. E-mail, instant messaging, calendar, contacts, and word processing files must be derived from the original electronic media and converted to single-page .tiff images with accompanying system metadata, e.g. author, recipient(s), “cc” recipient(s), “bcc” recipient(s), date and time of creation and receipts, date and time of modification, etc. and substantive metadata (e.g., the substance of the changes, etc.), with all attachments. All chronological metadata shall be standardized to Eastern Standard Time. Mr. Lopez Regueiro reserves the right

to request native format production for ESI. On such request, you shall produce documents (identified by Bates number or range) in original native electronic format.

b. Dynamic files (e.g., databases, spreadsheets, project files, etc.) shall be produced in original native format with all accompanying metadata, along with all such software necessary to interpret the produced information if such software is not readily commercially available.

c. For all ESI not specified above, production shall be made in native format with all accompanying metadata, along with all software necessary to interpret the produced information if such software is not readily commercially available, unless Mr. Lopez Regueiro specifically agrees to a different form of production.

7. If any document requested here previously was in your possession, custody, or control but is no longer, please state the following for each such document in your response:

- a. the type of document (e.g., correspondence, memorandum, e-mail, etc.);
- b. the date of the document;
- c. any and all persons who signed or authored the document;
- d. any and all persons who received the document or a copy of it, along with the date of receipt;
- e. any and all persons now in possession of the document;
- f. a description of the subject matter and the substance of the document that is as complete as possible; and
- g. the disposition of the document (e.g. lost, discarded or destroyed), including the date of disposition.

8. If any documents requested herein have been lost, discarded or destroyed, these documents shall be identified as completely as possible, including:
 - a. the names of the authors of the document;
 - b. the names of the persons to whom the documents or copies were sent;
 - c. the date of the document;
 - d. the date on which the document was received by each addressee, co-payee or its recipients;
 - e. a description of the subject matter and the substance of the document that is as complete as possible;
 - f. the date on which the document was lost, discarded or destroyed; and
 - g. the manner in which the document was lost, discarded or destroyed.

9. If you decide to withhold production of a document requested here on grounds of privilege, work product, or on any other basis, please state the following, in a privilege log, for each document withheld:
 - a. the type of document (e.g., correspondence, memorandum, e-mail);
 - b. the date of the document;
 - c. the identity of any and all persons who signed, sent, or authored the document;
 - d. the identity of any and all persons who received the document or a copy of it;
 - e. the date on which the document was received by each addressee or recipient;
 - f. the reasons for non-production;

- g. a brief description of the type and the substance of the document; and
- h. the statute, rule, or decision that you claim gives rise to the basis to withhold.

IV. DOCUMENTS REQUESTED

1. Any documents related to the schedule of commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
2. Any documents related to the number of commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
3. Any documents related to the number of passengers on the commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
4. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
5. Any documents related to the Commercial Cargo transported on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
6. Any documents related to your policies and procedures for determining whether passengers on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport are traveling lawfully.
7. Any documents related to your policies and procedures for determining whether passengers holding U.S. passports and flying on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.
8. Any documents related to revenue you have received from commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
9. Any documents related to profits you have earned from commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.
10. Any documents related to the schedule of charter passenger flights you have operated from any airport in the U.S. to the Airport.
11. Any documents related to the number of charter passenger flights you have operated from any airport in the U.S. to the Airport.
12. Any documents related to the number of passengers on the charter passenger flights you have operated from any airport in the U.S. to the Airport.

13. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to charter passenger flights you have operated from any airport in the U.S. to the Airport.
14. Any documents related to the Commercial Cargo transported on charter passenger flights you have operated from any airport in the U.S. to the Airport.
15. Any documents related to your policies and procedures for determining whether passengers on charter passenger flights you have operated from any airport in the U.S. to the Airport are traveling lawfully.
16. Any documents related to your policies and procedures for determining whether passengers holding U.S. passports and flying on charter passenger flights you have operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.
17. Any documents related to revenue you have received from charter passenger flights you have operated from any airport in the U.S. to the Airport.
18. Any documents related to profits you have earned from charter passenger flights you have operated from any airport in the U.S. to the Airport.
19. Any documents related to the schedule of Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.
20. Any documents related to the number of Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.
21. Any documents related to revenue you have received from Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.
22. Any documents related to profit you have earned on Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.
23. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.
24. All documents related to manifests or lists of passengers aboard flights into or out of the Airport.
25. All documents related to manifests or other documents relating to Commercial Cargo transported by you into or out of the Airport.
26. All documents kept by you as required by 31 C.F.R. §§ 501.601, 501.602, and 515.572(b).

27. All documents related to your efforts to verify the information provided by passengers on flights to you regarding compliance with 31 C.F.R. § 515.560 with respect to flights you have operated into or out of the Airport.
28. All documents related to agreements with any person for the provision of goods or services for flights into or out of the Airport.
29. All documents related to any request by OFAC to review documents kept by you as required by 31 CFR §§ 501.601, 501.602, and 515.572(b).
30. All documents related to any fines, sanctions, penalties or other disciplinary measures imposed on you for violations of 31 CFR §§ 515.560, 501.601, 501.602, or 515.572(b).
31. Any documents related to any monies or other things of value, that you have provided, or given to anyone in Cuba who is not a member of, or affiliated with, the Cuban government related to your operation of flights into or out of the Airport.
32. Any documents related to any monies or other things of value, that you have provided, or given to anyone in Cuba who is a member of, or affiliated with, the Cuban government related to your operation of flights into or out of the Airport.
33. All documents related to communications between you and the Cuban Government relating to your operation of flights into or out of the Airport.

Dated: October 31, 2019

RIVERO MESTRE LLP

2525 Ponce de Leon Blvd., Suite 1000
Coral Gables, Florida 33134
Telephone: (305) 445-2500
Facsimile: (305) 445-2505
E-mail: arivero@riveromestre.com
E-mail: jmestre@riveromestre.com
E-mail: arolnick@riveromestre.com
Email: amcgovern@riveromestre.com
E-mail: crodriguez@riveromestre.com

By: /s/ Andrés Rivero
ANDRÉS RIVERO
Florida Bar No. 613819
JORGE A. MESTRE
Florida Bar No. 88145
ALAN ROLNICK
Florida Bar No. 715085
AMANDA M. MCGOVERN
Florida Bar No. 964263
CARLOS A. RODRIGUEZ

Florida Bar No. 0091616

MANUEL VAZQUEZ, P.A.
2332 Galiano St., Second Floor
Coral Gables, Florida 33134
Telephone: (305) 445-2344
Facsimile: (305) 445-4404
E-mail: mvaz@mvazlaw.com

By: /s/ Manuel Vazquez
MANUEL VAZQUEZ
Florida Bar No. 132826

CERTIFICATE OF SERVICE

I certify that on October 31, 2019, I served by email a copy of this document to counsel for American Airlines Inc., Ricardo Hugo Puente, Esq., at rpuente@jonesday.com.

s/ Andrés Rivero
Andrés Rivero

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 19-23965-Civ-COOKE/GOODMAN

JOSE RAMON LOPEZ REGUEIRO,

Plaintiff,

vs.

AMERICAN AIRLINES INC., *et al.*,

Defendants.

**AMERICAN AIRLINES, INC.'S RESPONSES AND OBJECTIONS
TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS¹**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant American Airlines Inc. ("American"), hereby provides its objections and responses to Plaintiff Jose Ramon Lopez Regueiro's ("Plaintiff") First Request for Production of Documents (the "Requests for Production") served on October 31, 2019.

PRELIMINARY STATEMENT

1. American will provide an initial production of documents and information within no later than 30 days of service these responses, and will provide additional documents and information on a rolling basis. As set forth below, American has identified the requests it intends to respond to initially and through supplemental productions, and reserves its right to state further objections to such requests as American continues its efforts to gather responsive information and documents for production.

2. American's production of any document is not a waiver of any objection American might later assert to the authenticity, admissibility, relevance, or business record

¹ American has been specifically authorized by the U.S. government to travel to Cuba and objects to being exposed to these discovery burdens when it is clear on its face that trafficking under Title III of the Helms-Burton Act does not apply to lawful travel to Cuba. Further, Plaintiff lacks standing under Article III of the United States Constitution and there is a lack of personal jurisdiction. American is serving responses to these requests only to comply with the Federal Rules of Civil Procedure and the Local Rules of the Southern District of Florida. Any responses to these discovery requests is not a waiver of American's right to seek dismissal of the case for all the reasons set forth in American's motion to dismiss Plaintiff's Complaint or for any additional reasons.

status of any document so produced.

3. The agreement by American to produce a document or category of documents is not a representation that such document or category of documents exists or is in American's possession, custody or control but that American is conducting and will conduct a reasonable search for such document or category of documents.

4. American's responses to specific requests shall be deemed to incorporate and supplement, and shall not be deemed a waiver of, its general objections and objection to the definitions and instructions, as set forth below.

5. American will produce electronically stored information (ESI) from sources that are reasonable accessible without imposing an undue burden and cost on American. American will produce ESI in single page tiffs, in black and white, with appropriate load files.

**GENERAL OBJECTIONS AND OBJECTIONS TO
PLAINTIFF'S DEFINITIONS AND INSTRUCTIONS**

Each of the responses below is made subject to and incorporates the following objections:

6. American objects to the Requests for Production to the extent that it seeks information and/or documents protected from disclosure based on the attorney-client privilege, the attorney work product doctrine or any other applicable privilege or protection.

7. American objects to producing documents or information in response to the Requests for Production that contain confidential, private American employee personal information or infringe in the substantive rights of a non-party, such as the privacy rights protecting an airline passenger's personal information. Such personal information will only be produced, if appropriate, pursuant to an approved confidentiality order entered by the Court.

8. American objects to each request to the extent it seeks information and/or documents containing proprietary and commercially sensitive information relating to American's business, trade secrets, internal policies, operating procedures, programs and/or guidelines. Such proprietary and commercially sensitive information will only be produced, if appropriate, pursuant to an approved confidentiality agreement or order.

9. American objects to the Requests for Production to the extent that it calls for documents and information that is prohibited from disclosure by contract, order, statute, rule, regulation, or law.

10. American objects to each request to the extent it seeks documents that are not

within its possession, custody or control, including those documents that fall outside of American's document retention practices, and will not produce documents only in the possession, custody or control of any of its affiliates. American will only produce documents within its "possession, custody, or control," as that phrase is used in Federal Rule of Civil Procedure 34(a)(1) and as clarified by case law interpreting Rule 34(a)(1).

11. American objects to the Requests for Production to the extent it calls for information that is in the public domain, and therefore no greater burden for Plaintiff to obtain than American, including but not limited to, website information.

12. Definition No. 1. American objects to the definition of "American Airlines," "AA," "you," "your," "yours," or "yourselves," because those terms are not limited to Defendant American itself and purport to expand the scope of discovery to countless non-parties including its "parent companies, holding companies, divisions, departments, subsidiaries, affiliates, present and former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants" or other persons acting on American's behalf and each partnership. These third-party entities and individuals are not parties to this litigation nor provide commercial air travel to Cuba. Moreover, for the foregoing reasons, the definition of these terms renders the Requests for Production over broad by including individuals and entities that are not relevant to Plaintiff's claim. American will apply such term in its responses to specific document requests to mean and be limited to American.

13. Definition No. 6. American objects to the definition of "Commercial Cargo" as vague and unintelligible. The term "stores" is not defined, nor does it make sense to define any property on an aircraft as commercial cargo if it is not either baggage or "stores," since that would cover all the other property on an aircraft – safety equipment, pilot and flight attendant personal effects, etc. American will apply such term in its responses to specific document requests to mean and be limited to property transported by American on a commercial flight for a private party who or that (a) is not either American, an American employee, or a passenger on an American commercial flight and (b) pays American a fee to transport such property.

14. Definition No. 12. American objects to the definition of "Employee" because that term includes "agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons" who are not legally recognized as an employee under applicable law and who are non-parties outside of American's

control. Moreover, for the foregoing reasons, the definition of this term renders the Requests for Production over broad by including individuals and entities that are not relevant to Plaintiff's claim or a single entity. American will apply such term in its responses to specific requests to mean and be limited to employees of American as recognized under applicable law.

15. Definition No. 19. American objects to the definition of "Person" because that term includes groups of individuals, which include "e.g., as a board of directors or committee," that renders the term vague by improperly expanding its meaning beyond a single individual or single entity. American will apply such term in its responses to specific document requests to mean and be limited to a single person or a single legal entity.

16. Instructions. American objects to Instructions Nos. 4, 7 and 8 to the extent they conflict with, expand, are beyond or otherwise alter American's obligations or scope of permissible discovery under the Federal Rules of Civil Procedure 26 and 34 and the Local Rules of this Court (collectively, the "Rules"). Providing specific document information, as Plaintiff demands, such as author, date, type of document and recipients, for documents that are no longer in American's possession, custody or control or have been lost, discarded or destroyed poses an undue burden on American requiring substantial hours of research and unnecessary costs. Moreover, nothing in Rule 34 authorizes or permits Plaintiff to require American to create information as to documents no longer in its possession, custody or control. American also objects to Instruction No. 6 as unduly burdensome and beyond the scope of Rule 34 to the extent it requires production of ESI in multiple file formats (Fed. R. Civ. P. 34(b)(2)(E)(iii) provides that a party need not produce the same ESI in more than one form) or otherwise imposes greater burdens or obligations that those set forth in the Rules. American will produce ESI in single page tiffs, in black and white, with appropriate load files.

17. Reservation. American reserves the right to supplement the objections to these requests pursuant to the Federal Rules of Civil Procedure.

OBJECTIONS TO RELEVANT TIME FRAME

18. American objects generally to the Requests for Production's five year time period as the appropriate time frame for the requests because they seek documents and information beyond the applicable 2-year statute of limitation set forth in 22 U.S.C. § 6084, and are, therefore, remote and neither relevant to Plaintiff's claim nor proportional to the needs of the

case. Nothing in Plaintiff's claim is either based or contingent on American's commercial flights to or from the Airport over two years ago, or even over two months ago. Nevertheless, the time period that American will apply to its responses to specific document requests is two years, unless a different time period is stated in a specific document requires or a response to a specific document request.

SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST NO. 1. Any documents related to the schedule of commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ny documents related" to flight schedules from "any airport" throughout the United States. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the number of flights American operated between the Airport and any other airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of schedules of commercial passenger flights to the Airport, let alone "any documents related to" such schedules. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "any documents related to" airline schedules, which could include, for example, a legal memorandum that simply references a flight schedule to the Airport.

American will produce non-privileged documents sufficient to show the schedule of commercial passenger flights to the Airport for the past year.

REQUEST NO. 2. Any documents related to the number of commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ny documents related" to flights from "any airport" throughout the United States. American further objects on the grounds that the request is not

proportionate to the claim at issue as pled. Nothing in Plaintiff's claim is based or contingent on the number of flights American operated between the Airport and any other airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of data on commercial passenger flights to the Airport, let alone "any documents related to" the number of flights to the Airport. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "any documents related to" the number of airline flights, which could include, for example, a legal memorandum that simply references the number of flights to the Airport.

American will produce non-privileged documents sufficient to show the number of commercial passenger flights to the Airport for the past year.

REQUEST NO. 3. Any documents related to the number of passengers on the commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ny documents related" to the "number of passengers" from "any airport" throughout the United States. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the number of passengers on commercial flights American operated between the Airport and any other airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of data on passengers aboard commercial passenger flights to the Airport, let alone "any documents related to" the number of such passengers. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "any documents related to" the number of passengers on commercial flights to the Airport, which could include, for example, a legal memorandum that simply references the number of passengers on flights to the Airport.

American further directs Plaintiff to American's Response No. 8 to Plaintiff's First Set of Requests for Admission.

REQUEST NO. 4. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to payments to the Cuban government. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the amounts American paid to the Cuban government in relation to commercial passenger flights to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of data on amounts paid to the Cuban government, let alone “any documents related to” such payments. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” payments to the Cuban government in relation to commercial flights to the Airport, which could include, for example, a legal memorandum that simply references such payments.

REQUEST NO. 5. Any documents related to the Commercial Cargo transported on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff’s claim is not based or contingent on any quantity of Commercial Cargo transported by American to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case.

REQUEST NO. 6. Any documents related to your policies and procedures for determining

whether passengers on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport are traveling lawfully.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to policies and procedures regarding passenger travel from “any airport” throughout the United States. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” policy and procedures for passenger travel to the Airport, which could include, for example, a legal memorandum that simply references such a policy or procedure. American further objects on the grounds that this request improperly assumes American had a legal obligation to “determin[e]” if passengers are “traveling lawfully” inconsistent with federal laws or regulations.

American will produce non-privileged documents sufficient to show its policies and procedures applicable to determining the reason or basis for passengers to travel on an international commercial flight to Cuba during the past year.

REQUEST NO. 7. Any documents related to your policies and procedures for determining whether passengers holding U.S. passports and flying on commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to policies and procedures regarding passenger travel from “any airport” throughout the United States. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” policy and procedures for passenger travel to the Airport, which could include, for example, a legal memorandum that simply references such a policy or procedure. American further objects on the grounds that this request improperly assumes American had a legal obligation to “determin[e]” if passengers are “engaged in lawful travel”

inconsistent with federal laws or regulations.

American will produce non-privileged documents sufficient to show its policies and procedures applicable to determining the reason or basis for passengers to travel on an international commercial flight to Cuba during the past year.

REQUEST NO. 8. Any documents related to revenue you have received from commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to revenue received from flights to the Airport and without context or relation to the Cuban government. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the revenue American receives from its commercial passenger flights to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of data on amounts paid to it from its commercial operations to and from the Airport, let alone “any documents related to” such payments. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” revenue received from its commercial flights to the Airport, which could include, for example, a legal memorandum that simply references such revenue. American further objects because nothing in Plaintiff’s claim is based on or contingent on the revenue American received from operations to the Airport. American further objects to the extent this request seeks revenue received from non-Cuban governmental entities or other private parties, which are not relevant to either Plaintiff’s claim or American’s defenses. As such, this request is not relevant to prove or disprove any issue in the case.

REQUEST NO. 9. Any documents related to profits you have earned from commercial passenger flights you have regularly operated from any airport in the U.S. to the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with

reasonable particularity as it seeks “[a]ny documents related” to the “profits” earned from flights to the Airport and without context or relation to the Cuban government. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the profits American earned from its commercial passenger flights to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of data on its profits from its commercial operations to and from the Airport, let alone “any documents related to” such profits. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” profits earned from its commercial flights to the Airport, which could include, for example, a legal memorandum that simply references such payments. American also objects because nothing in Plaintiff’s claim is based on or contingent on the profits American earned from operations to the Airport. American further objects to the extent this request seeks profits earned from transactions with non-Cuban governmental entities or other private parties, which are not relevant to either Plaintiff’s claim or American’s defenses. As such, this request is not relevant to prove or disprove any issue in the case.

REQUEST NO. 10. Any documents related to the schedule of charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the number of flights (let alone charter flights) operated to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 1.

REQUEST NO. 11. Any documents related to the number of charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the number of flights (let alone charter flights) operated to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 2.

REQUEST NO. 12. Any documents related to the number of passengers on the charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the number of passengers on flights (let alone charter flights) operated to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 3.

REQUEST NO. 13. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the amounts American has paid in connection with flights (let alone charter flights) to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing "any documents" that might relate to the possibility of

doing so is disproportionate to the needs of this case. See also American's objections to Request No. 4.

REQUEST NO. 14. Any documents related to the Commercial Cargo transported on charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. American also does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff's claim is not based or contingent on American transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 5.

REQUEST NO. 15. Any documents related to your policies and procedures for determining whether passengers on charter passenger flights you have operated from any airport in the U.S. to the Airport are traveling lawfully.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Because American does not operate such charter flights to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 6.

REQUEST NO. 16. Any documents related to your policies and procedures for determining whether passengers holding U.S. passports and flying on charter passenger flights you have operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Because American does not operate such charter flights to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 7.

REQUEST NO. 17. Any documents related to revenue you have received from charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the revenue American has received in connection with flights (let alone charter flights) to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 8.

REQUEST NO. 18. Any documents related to profits you have earned from charter passenger flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not operate, and has not operated, charter passenger flights from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the profits American has earned in connection with flights (let alone charter flights) to the Airport. In any event, because American does not operate such charter flights to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 9.

REQUEST NO. 19. Any documents related to the schedule of Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff's claim is not based or contingent on the schedule of flights transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 1.

REQUEST NO. 20. Any documents related to the number of Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff's claim is not based or contingent on the number of flights transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing "any documents" that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American's objections to Request No. 1.

REQUEST NO. 21. Any documents related to revenue you have received from Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff's claim is not based or contingent on the revenue American received from flights transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo

to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 8.

REQUEST NO. 22. Any documents related to profit you have earned on Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff’s claim is not based or contingent on the profits American earned from flights transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 9.

REQUEST NO. 23. Any documents related to amounts you have paid to the Cuban government, including payments for landing rights, taxes, airport fees or other fees, in relation to Commercial Cargo flights you have operated from any airport in the U.S. to the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the amounts American has paid in connection flights transporting Commercial Cargo to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing “any documents” that might relate to the possibility of doing so is disproportionate to the needs of this case. See also American’s objections to Request No. 4.

REQUEST NO. 24. All documents related to manifests or lists of passengers aboard flights into or out of the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to “manifests or lists of passengers.” The phrase “lists of passengers” is vague and undefined, and may reference, for example, lists kept for medical purposes, such as passengers with food allergies, or passengers who needed wheelchair assistance, which are irrelevant to any issue in the case. American will apply such phrase in this response to mean and be limited to the final list of passengers who boarded an American commercial flight to the Airport. Even then, nothing in Plaintiff’s claim is based or contingent on the number or identity of passengers on flights American operated into or out of the Airport. As a result, American further objects because this request is neither relevant to Plaintiff’s claim nor proportional to the needs of the case. It is disproportionate for American to be forced to produce years’ worth of manifests or lists of commercial passengers on flights to the Airport, let alone “any documents related to” such manifests or “lists of passengers.” American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents” related to” manifests or “lists of passengers,” which could include, for example, a legal memorandum that simply references a flight manifest to the Airport. American also objects to the request on the basis and to the extent that it seeks the disclosure of protected, confidential passenger information.

American directs Plaintiff to American’s Response No. 8 to Plaintiff’s First Set of Requests for Admission.

REQUEST NO. 25. All documents related to manifests or other documents relating to Commercial Cargo transported by you into or out of the Airport.

RESPONSE:

American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the type or kind of Commercial Cargo transported to the Airport. In any event, because American does not transport Commercial Cargo to the Airport, searching for and producing “all documents” or “other documents” that might relate to the possibility of

doing so is disproportionate to the needs of this case. See also American's objections to Request No. 24.

REQUEST NO. 26. All documents kept by you as required by 31 C.F.R. §§ 501.601, 501.602, and 515.572(b).

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents kept” pursuant to the cited Office of Foreign Assets Control (“OFAC”) regulations (governing reporting and recordkeeping requirements for certain transactions and sanctions programs) without any context to limit the documents Plaintiff seeks or without relation to the issues in the case or even the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on American's recordkeeping obligations with the OFAC or compliance therewith. This is not a regulatory action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action pursuant to the cited regulations even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of flight records to the Airport, let alone “all documents kept by you” under the cited regulations. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents kept by you” required by the cited regulations, which could include, for example, a legal memorandum that simply references a document covered by such regulations.

REQUEST NO. 27. All documents related to your efforts to verify the information provided by passengers on flights to you regarding compliance with 31 C.F.R. § 515.560 with respect to flights you have operated into or out of the Airport.

RESPONSE:

American objects to this request on the ground that it is vague as to what is meant by the phrase “efforts to verify” and what specific documents Plaintiff seeks by this request. American further objects on the grounds that the request seeks information pertaining to passenger

compliance under Section 515.560 (a general licensing regulation) of the Cuban Assets Control Regulations, which is not relevant to Plaintiff's claim. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on American's verification of the information supplied by its passengers under the cited regulation. This is not a regulatory action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action pursuant to the cited regulation even if there were a basis to assume any non-compliance by any passenger or American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of information supplied by passengers aboard flights to the Airport, let alone "all documents related to" American's "efforts to verify" such information. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "all documents related to" American's "efforts to verify" such information, which could include, for example, a legal memorandum that simply references the verification of passenger information.

As provided in Response No. 6, American will produce non-privileged documents sufficient to show its policies and procedures applicable to determining the reason or basis for passengers to travel on an international commercial flight to Cuba during the past year.

REQUEST NO. 28. All documents related to agreements with any person for the provision of goods or services for flights into or out of the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ny documents related" to American's service agreements "with any person," for flights to the Airport regardless of their connection to the Cuban government and without any context or relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on American's agreements for goods and services on its flights to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of service agreements, let alone "all documents related to" such agreements "with any person." American also objects to this

request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” American’s agreements for goods and services, which could include, for example, a legal memorandum that simply references a service agreement. American further objects on the grounds that the request calls for commercial information – agreements for goods and services – that is not relevant to Plaintiff’s claim or any defense. As such, this request is not relevant to prove or disprove any issue in the case.

REQUEST NO. 29. All documents related to any request by OFAC to review documents kept by you as required by 31 CFR §§ 501.601, 501.602, and 515.572(b).

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to any request by OFAC” regarding obligations set forth in the cited federal regulations (governing reporting and recordkeeping requirements for certain transactions and sanctions programs) without any context to limit the documents Plaintiff seeks or without relation to Cuba, the Airport, or any issue in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on American’s recordkeeping obligations with the OFAC or compliance therewith. This is not a regulatory action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action pursuant to the cited regulations even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of OFAC communications, let alone “all documents related to any request” under the cited regulations. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to any request” by OFAC, which could include, for example, a legal memorandum that simply references an OFAC request to review documents.

REQUEST NO. 30. All documents related to any fines, sanctions, penalties or other disciplinary measures imposed on you for violations of 31 CFR §§ 515.560, 501.601, 501.602,

or 515.572(b).

RESPONSE:

American has not been fined, sanctioned, penalized or imposed any disciplinary measures for violating the cited regulations as they relate to Cuba. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff's claim is not based or contingent on whether American has been fined, sanctioned, penalized or imposed any disciplinary measures by OFAC or other regulatory body. In any event, because American has not been fined, sanctioned, penalized or imposed any disciplinary measures, searching for and producing "all documents" that might relate to the possibility of having been is disproportionate to the needs of this case.

REQUEST NO. 31. Any documents related to any monies or other things of value, that you have provided, or given to anyone in Cuba who is not a member of, or affiliated with, the Cuban government related to your operation of flights into or out of the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ny documents related" to "any monies or other things of value" provided to the Cuban government. American further objects on the ground that the phrase "other things of value" is undefined and vague and, thus, American is uncertain as to what specific documents Plaintiff seeks pursuant thereto. American will apply such phrase in this response to mean and be limited to a negotiable instrument or wire used by American to issue or transmit payment in connection with its flights to the Airport. Even then, American objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on monies paid by American "to anyone in Cuba who is not a member of, or affiliated with, the Cuban government." As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of payments, let alone "any documents related to" such payments. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "any documents related to any monies" provided, which could include, for example, a legal memorandum that simply references a payment with respect to the Airport.

REQUEST NO. 32. Any documents related to any monies or other things of value, that you have provided, or given to anyone in Cuba who is a member of, or affiliated with, the Cuban government related to your operation of flights into or out of the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related” to “any monies or other things of value” provided to the Cuban government. American further objects on the ground that the phrase “other things of value” is undefined and vague and, thus, American is uncertain as to what specific documents Plaintiff seeks pursuant thereto. American will apply such phrase in this response to mean and be limited to a negotiable instrument or wire used by American to issue or transmit payment in connection with its flights to the Airport. Even then, American objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on monies paid by American “to anyone in Cuba who is a member of, or affiliated with, the Cuban government.” As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of payments, let alone “any documents related to” such payments. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to any monies” provided, which could include, for example, a legal memorandum that simply references a payment with respect to the Airport. American also objects to the extent this request is duplicative of Request No. 4.

REQUEST NO. 33. All documents related to communications between you and the Cuban Government relating to your operation of flights into or out of the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to communications” of flight operations with the Cuban government without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or

contingent on American's communication with Cuba about day-to-day flight operations to the Airport, or any other kind of communication. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of communications as to its flight operations to the Airport, let alone "all documents related to" such communications. For the same reasons, the burden and expense of the proposed discovery outweighs its likely benefit to this case. The voluminous records Plaintiff seeks are not relevant to the issues in the case and would unnecessarily pose a substantial cost and hardship on American to gather, search and review its records for responsive communications. American further objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "all documents related to [referenced] communications," which could include, for example, a legal memorandum that simply references a communication with Cuba regarding any flight.

To the extent Plaintiff is able to articulate a particularized category and type of documents proportional and relevant to the allegations raised in the Complaint, American will discuss, consider and negotiate with Plaintiff's counsel the production of such non-privileged documents that may be in American's possession, custody, and control.

Dated: December 4, 2019.

Respectfully submitted,

/s/ Ricardo H. Puente

Christopher R.J. Pace

Florida Bar No. 721166

Email: crjpace@jonesday.com

Ricardo H. Puente

Florida Bar No. 121533

Email: rpunte@jonesday.com

JONES DAY

600 Brickell Avenue

Brickell World Plaza

Suite 3300

Miami, FL 33131

Telephone: (305) 714-9700

Facsimile: (305) 714-9799

*Attorneys for Defendant,
American Airlines, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 4, 2019, I served by email a true and correct copy of the foregoing on all counsel of record.

/s/ Ricardo H. Puente

Ricardo H. Puente

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 19-cv-23965-MGC

JOSE RAMON LÓPEZ REGUEIRO

plaintiff,

v.

AMERICAN AIRLINES INC. and LATAM
AIRLINES GROUP, S.A.,

defendants.

SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Jose Ramon López Regueiro requests, under Rule 34 of the Federal Rules of Civil Procedure, that defendant American Airlines Inc. produce for inspection and copying, within the time provided by the Federal Rules, originals of the documents identified below.

I. DEFINITIONS

As used in this request for production (the “Request”), the following terms and words have the following meanings:

1. The words “American Airlines”, “AA”, “you”, “your”, “yours”, or “yourselves”, shall mean American Airlines Inc., including but not limited to, all of its parent companies, holding companies, divisions, departments, subsidiaries, affiliates, predecessors, present or former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants or all other persons acting or purporting to act on its behalf, and each partnership in which it is a partner.
2. The “Airport” shall mean José Martí International Airport in Havana, Cuba.

3. “Agent” shall mean any agent, employee, officer, director, attorney, independent contractor, or any person acting at the direction of, or on behalf of, another.

4. “And” and “or” shall be both conjunctive and disjunctive; and “including” shall mean “including without limitation.”

5. “Any” shall include the word “all,” and “all” shall include the word “any.”

6. “Commercial Cargo” shall mean any property carried on an aircraft other than stores and accompanied or mishandled baggage.

7. “Communications” shall mean any oral, written, or electronic transmission of information, including, but not limited to, letters or correspondence, conversations, meetings, discussions, telephone calls, telegrams, telexes, seminars, conferences, messages, facsimile transmissions, e-mails, notes, texts, instant messages, social media exchanges, or memoranda.

8. “Control” shall mean possessed by you, in your custody or control, or under your direction, and shall include under the possession, custody or control of persons under your direction, including your employees, subordinates, counsel, accountants, experts, parents, or affiliated corporations, and any person or entity purporting to act on your behalf.

9. “Cuban Government” shall mean the executive, judicial, and legislative branches of Cuba’s government, including, but not limited to each of their departments, agencies, committees, offices, and boards.

10. “Date” shall mean the exact day, month, and year, if ascertainable, and if not, the best approximation thereof (based on its relationship to other events).

11. “Document” shall refer to and include any item within the scope of Federal Rule of Civil Procedure 34, including any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or

transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise.

12. “Employee” shall mean any person who at any time acted or purported to act on behalf of another person or persons, including all present and former directors, officers, executives, agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons.

13. “ESI” shall mean electronically-stored information and associated metadata.

14. “Identify”, when used in reference to a document, shall mean and include the name and address of the custodian of the document, the location of the document, and a general description of the document, including:

- a. the type of document (i.e., correspondence, memorandum, telex, etc.);
- b. the general subject matter of the document;
- c. the date of the document;
- d. the author of the document;
- e. the addressee of the document; and
- f. the relationship of the author and addressee to each other.

15. “Identify” with respect to a person shall mean to provide, to the extent known, the person’s full name, job title, present or last known address, and when referring to a natural person, the present or last known place of employment.

16. “Lawsuit” or “Action” shall mean the action styled *Jose Ramon López Regueiro v. American Airlines Inc. and LATAM Airlines Group, S.A.*, Case No. 19-cv-23965-MGC (S.D. Fla.).

17. “OFAC” shall mean the Office of Foreign Assets Control of the U.S. Department of the Treasury.

18. “Operate” shall mean to provide flights, sell tickets, or otherwise perform services related to the transport of cargo or passengers on aircraft owned, leased, chartered, or otherwise controlled by you.

19. “Person” shall mean a natural person acting as an individual, a group of individuals acting in a collegial, business or group capacity (e.g., as a board of directors or committee), or a business, corporation, proprietorship, partnership, trust, association, or any governmental, juridical, or other entity.

20. “Relating to” and “relate to” shall mean directly or indirectly referring to, evidencing, discussing, defining, mentioning, reflecting, regarding, pertaining to, consisting of, concerning, recording, evaluating, or in any way logically or factually connected with the matter discussed or to which reference is made.

21. “Third party” and “Third parties” shall refer to individuals or entities that are not parties to this proceeding.

22. Wherever necessary to insure completeness or accuracy of these document requests, the singular includes the plural and the plural includes the singular.

II. RELEVANT TIME FRAME

Unless specified in a particular request, these requests for production shall include and encompass all information for the period of five years preceding the date of this Request.

III. INSTRUCTIONS

1. This document request is continuing in nature and, when new knowledge or information comes to your attention, the information supplied in the answers to the document request shall be supplemented forthwith.
2. Copies of documents that are identical duplicates of other documents that have already been produced for inspection and copying in this action need not be produced.
3. The documents that are the subject of this discovery request are to be produced either (1) in the exact order in which they are kept in the ordinary course of business, or (2) classified according to the specific request(s) to which they are responsive.
4. To the extent that you do not have possession, custody, or control of any documents identified as responsive to a particular request herein, please so indicate by writing “none” and explain the lack of possession, custody, existence or control of such responsive documents in your response.
5. All electronic documents and e-mail are requested to be produced in electronic format by a forensically sound method, with all original metadata preserved and intact.
6. ESI should be produced as follows:
 - a. E-mail, instant messaging, calendar, contacts, and word processing files must be derived from the original electronic media and converted to single-page .tiff images with accompanying system metadata, e.g. author, recipient(s), “cc” recipient(s), “bcc” recipient(s), date and time of creation and receipts, date and time of modification, etc. and substantive metadata (e.g., the substance of the changes, etc.), with all attachments. All chronological metadata shall be standardized to Eastern Standard Time. Mr. Lopez Regueiro reserves the right

to request native format production for ESI. On such request, you shall produce documents (identified by Bates number or range) in original native electronic format.

b. Dynamic files (e.g., databases, spreadsheets, project files, etc.) shall be produced in original native format with all accompanying metadata, along with all such software necessary to interpret the produced information if such software is not readily commercially available.

c. For all ESI not specified above, production shall be made in native format with all accompanying metadata, along with all software necessary to interpret the produced information if such software is not readily commercially available, unless Mr. Lopez Regueiro specifically agrees to a different form of production.

7. If any document requested here previously was in your possession, custody, or control but is no longer, please state the following for each such document in your response:

- a. the type of document (e.g., correspondence, memorandum, e-mail, etc.);
- b. the date of the document;
- c. any and all persons who signed or authored the document;
- d. any and all persons who received the document or a copy of it, along with the date of receipt;
- e. any and all persons now in possession of the document;
- f. a description of the subject matter and the substance of the document that is as complete as possible; and
- g. the disposition of the document (e.g. lost, discarded or destroyed), including the date of disposition.

8. If any documents requested herein have been lost, discarded or destroyed, these documents shall be identified as completely as possible, including:
- a. the names of the authors of the document;
 - b. the names of the persons to whom the documents or copies were sent;
 - c. the date of the document;
 - d. the date on which the document was received by each addressee, co-payee or its recipients;
 - e. a description of the subject matter and the substance of the document that is as complete as possible;
 - f. the date on which the document was lost, discarded or destroyed; and
 - g. the manner in which the document was lost, discarded or destroyed.

9. If you decide to withhold production of a document requested here on grounds of privilege, work product, or on any other basis, please state the following, in a privilege log, for each document withheld:

- a. the type of document (e.g., correspondence, memorandum, e-mail);
- b. the date of the document;
- c. the identity of any and all persons who signed, sent, or authored the document;
- d. the identity of any and all persons who received the document or a copy of it;
- e. the date on which the document was received by each addressee or recipient;
- f. the reasons for non-production;

- g. a brief description of the type and the substance of the document; and
- h. the statute, rule, or decision that you claim gives rise to the basis to withhold.

IV. DOCUMENTS REQUESTED

1. All documents related to communications about the Airport between you and the U. S. Government (including OFAC);
2. All documents related to your activity at the Airport.
3. All documents related to flight logs for flights you have operated to or from the Airport, including, but not limited to, any pilot flight logbooks.
4. All documents related to the possibility or prospect of operating flights to or from the Airport, including, but not limited to, any proposals, business plans or market studies.
5. All documents related to your applications for licenses, permits or other authorizations from the U.S. Government (including OFAC) to operate flights to or from the Airport, including, but not limited to, original applications and applications for extensions or renewals.
6. All documents related to any audits, inspections or reviews conducted by the U.S. government (including OFAC) regarding your operation of flights to or from the Airport.
7. All documents related to any audits, inspections or reviews that you have conducted or commissioned (whether internal or external) regarding your operation of flights to or from the Airport.
8. All documents related to your compliance efforts regarding your operation of flights to or from the Airport, including compliance reports, audit reports or audit committee minutes.
9. All documents related to any allegation, notice, or accusation that you have violated any condition of any license, permit or other authorization during your operation of flights to or from the Airport.
10. All documents related to any allegation, notice, or accusation that you have violated any condition(s) of any U.S. (or any other) law or regulation during your operation of flights to or from the Airport.
11. All documents you have retained about your operation of flights to or from the Airport pursuant to Cuban Government requirements.
12. All documents you have retained about your operation of flights to or from the Airport pursuant to U.S. government (including OFAC) requirements.

13. All documents related to your marketing or advertising of flights you have operated to or from the Airport, including, but not limited to, press releases, advertisements, posts and blogs.

14. All documents related to the reasons stated to you by your passengers for their travel to Cuba, including, but not limited to, any online forms filled out by your passengers.

15. Any documents related to your efforts for determining whether passengers holding U.S. passports and traveling on flights you have operated to or from the Airport are engaged in lawful travel under U.S. law.

16. Copies of visas for passengers who have traveled to or from the Airport on flights you have operated.

17. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to fund any portion of flights you have operated to or from the Airport.

18. All documents related to any monies you have expended for improvements at the Airport, including but not limited to, any monies spent on construction, advertising, or signage.

19. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to fund improvements at the airport, including but not limited to, construction, advertising, or signage.

20. All documents related to any payments you have made to the Cuban Government relating to flights you have operated to or from the Airport.

21. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to make any payments to the Cuban Government relating to flights you have operated to or from the Airport.

22. All documents related to financial reports or statements about your flights operated to or from the Airport, including, but not limited to, financial statements, balance sheets, income statements, cash flow statements, and profit and loss statements.

23. All documents used or referred to in preparing your response to the Plaintiff's First Set of Interrogatories.

Dated: November 14, 2019

RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Coral Gables, Florida 33134
Telephone: (305) 445-2500
Facsimile: (305) 445-2505
E-mail: arivero@riveromestre.com
E-mail: jmestre@riveromestre.com
E-mail: arolnick@riveromestre.com

Email: amcgovern@riveromestre.com
E-mail: crodriguez@riveromestre.com

By: /s/ Andrés Rivero
ANDRÉS RIVERO
Florida Bar No. 613819
JORGE A. MESTRE
Florida Bar No. 88145
ALAN ROLNICK
Florida Bar No. 715085
AMANDA M. MCGOVERN
Florida Bar No. 964263
CARLOS A. RODRIGUEZ
Florida Bar No. 0091616

MANUEL VAZQUEZ, P.A.
2332 Galiano St., Second Floor
Coral Gables, Florida 33134
Telephone: (305) 445-2344
Facsimile: (305) 445-4404
E-mail: mvaz@mvazlaw.com

By: /s/ Manuel Vazquez
MANUEL VAZQUEZ
Florida Bar No. 132826

CERTIFICATE OF SERVICE

I certify that on November 14, 2019, I served by email a copy of this document to counsel of record.

s/ Andrés Rivero
Andrés Rivero

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 19-23965-Civ-COOKE/GOODMAN

JOSE RAMON LOPEZ REGUEIRO,

Plaintiff,

vs.

AMERICAN AIRLINES INC., *et al.*,

Defendants.

**AMERICAN AIRLINES, INC.'S RESPONSES AND OBJECTIONS
TO PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS¹**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant American Airlines Inc. ("American"), hereby provides its objections and responses to Plaintiff Jose Ramon Lopez Regueiro's ("Plaintiff") Second Request for Production of Documents (the "Requests for Production") served on November 14, 2019.

PRELIMINARY STATEMENT

1. American will provide an initial production of documents and information within no later than 30 days of service these responses (subject to and depending on the adjudication by the court of the pending stay of discovery), and will provide additional documents and information on a rolling basis. As set forth below, American has identified the requests it intends to respond to initially and through supplemental productions, and reserves its right to state further objections to such requests as American continues its efforts to gather responsive information and documents for production.

2. American's production of any document is not a waiver of any objection American might later assert to the authenticity, admissibility, relevance, or business record

¹ American is serving responses to these requests for production of documents only to comply with the Federal Rules of Civil Procedure and the Local Rules of the Southern District of Florida. Any responses to these requests is not a waiver of American's right to seek dismissal of the case for all the reasons set forth in American's motion to dismiss Plaintiff's Complaint or for any additional reasons. American also is not waiving its position that discovery should be stayed as set forth in its notice of joinder in LATAM Airlines Group, S.A.'s motion to stay discovery [D.E. 32].

status of any document so produced.

3. The agreement by American to produce a document or category of documents is not a representation that such document or category of documents exists or is in American's possession, custody or control but that American is conducting and will conduct a reasonable search for such document or category of documents.

4. American's responses to specific requests shall be deemed to incorporate and supplement, and shall not be deemed a waiver of, its general objections and objection to the definitions and instructions, as set forth below.

5. American will produce electronically stored information (ESI) from sources that are reasonable accessible without imposing an undue burden and cost on American. American will produce ESI in single page tiffs, in black and white, with appropriate load files.

**GENERAL OBJECTIONS AND OBJECTIONS TO
PLAINTIFF'S DEFINITIONS AND INSTRUCTIONS**

Each of the responses below is made subject to and incorporates the following objections:

6. American objects to the Requests for Production to the extent that it seeks information and/or documents protected from disclosure based on the attorney-client privilege, the attorney work product doctrine or any other applicable privilege or protection.

7. American objects to producing documents or information in response to the Requests for Production that contain confidential, private American employee personal information or infringe in the substantive rights of a non-party, such as the privacy rights protecting an airline passenger's personal information. Such personal information will only be produced, if appropriate, pursuant to an approved confidentiality order entered by the Court.

8. American objects to each request to the extent it seeks information and/or documents containing proprietary and commercially sensitive information relating to American's business, trade secrets, internal policies, operating procedures, programs and/or guidelines. Such proprietary and commercially sensitive information will only be produced, if appropriate, pursuant to an approved confidentiality agreement or order.

9. American objects to the Requests for Production to the extent that it calls for

documents and information that is prohibited from disclosure by contract, order, statute, rule, regulation, or law.

10. American objects to each request to the extent it seeks documents that are not within its possession, custody or control, including those documents that fall outside of American's document retention practices, and will not produce documents only in the possession, custody or control of any of its affiliates. American will only produce documents within its "possession, custody, or control," as that phrase is used in Federal Rule of Civil Procedure 34(a)(1) and as clarified by case law interpreting Rule 34(a)(1).

11. American objects to the Requests for Production to the extent it calls for information that is in the public domain, and therefore no greater burden for Plaintiff to obtain than American, including but not limited to, website information.

12. Definition No. 1. American objects to the definition of "American Airlines," "AA," "you," "your," "yours," or "yourselves," because those terms are not limited to Defendant American itself and purport to expand the scope of discovery to countless non-parties including its "parent companies, holding companies, divisions, departments, subsidiaries, affiliates, present and former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants" or other persons acting on American's behalf and each partnership. These third-party entities and individuals are not parties to this litigation nor provide commercial air travel to Cuba. Moreover, for the foregoing reasons, the definition of these terms renders the Requests for Production over broad by including individuals and entities that are not relevant to Plaintiff's claim. American will apply such term in its responses to specific document requests to mean and be limited to American.

13. Definition No. 6. American objects to the definition of "Commercial Cargo" as vague and unintelligible. The term "stores" is not defined, nor does it make sense to define any property on an aircraft as commercial cargo if it is not either baggage or "stores," since that would cover all the other property on an aircraft – safety equipment, pilot and flight attendant personal effects, etc. American will apply such term in its responses to specific document requests to mean and be limited to property transported by American on a commercial flight for a private party who or that (a) is not either American, an American employee, or a passenger on an American commercial flight and (b) pays American a fee to

transport such property.

14. Definition No. 12. American objects to the definition of “Employee” because that term includes “agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons” who are not legally recognized as an employee under applicable law and who are non-parties outside of American’s control. Moreover, for the foregoing reasons, the definition of this term renders the Requests for Production over broad by including individuals and entities that are not relevant to Plaintiff’s claim or a single entity. American will apply such term in its responses to specific requests to mean and be limited to employees of American as recognized under applicable law.

15. Definition No. 19. American objects to the definition of “Person” because that term includes groups of individuals, which include “e.g., as a board of directors or committee,” that renders the term vague by improperly expanding its meaning beyond a single individual or single entity. American will apply such term in its responses to specific document requests to mean and be limited to a single person or a single legal entity.

16. Instructions. American objects to Instructions Nos. 4, 7 and 8 to the extent they conflict with, expand, are beyond or otherwise alter American’s obligations or scope of permissible discovery under the Federal Rules of Civil Procedure 26 and 34 and the Local Rules of this Court (collectively, the “Rules”). Providing specific document information, as Plaintiff demands, such as author, date, type of document and recipients, for documents that are no longer in American’s possession, custody or control or have been lost, discarded or destroyed poses an undue burden on American requiring substantial hours of research and unnecessary costs. Moreover, nothing in Rule 34 authorizes or permits Plaintiff to require American to create information as to documents no longer in its possession, custody or control. American also objects to Instruction No. 6 as unduly burdensome and beyond the scope of Rule 34 to the extent it requires production of ESI in multiple file formats (Fed. R. Civ. P. 34(b)(2)(E)(iii) provides that a party need not produce the same ESI in more than one form) or otherwise imposes greater burdens or obligations that those set forth in the Rules. American will produce ESI in single page tiffs, in black and white, with appropriate load files.

17. Reservation. American reserves the right to supplement the objections to these requests pursuant to the Federal Rules of Civil Procedure.

OBJECTIONS TO RELEVANT TIME FRAME

18. American objects generally to the Requests for Production's five year time period as the appropriate time frame for the requests because they seek documents and information beyond the applicable 2-year statute of limitation set forth in 22 U.S.C. § 6084, and are, therefore, remote and neither relevant to Plaintiff's claim nor proportional to the needs of the case. Nothing in Plaintiff's claim is either based or contingent on American's commercial flights to or from the Airport over two years ago, or even over two months ago. Nevertheless, the time period that American will apply to its responses to specific document requests is two years, unless a different time period is stated in a specific document request or a response to a specific document request.

SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST NO. 1. All documents related to communications about the Airport between you and the U.S. Government (including OFAC).

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ll documents related" to communications with the United States government about the Airport without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on American's communications with United States government about day-to-day flight operations to the Airport, or any other kind of communication. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of communications with the government, let alone "all documents related to" such communications. For the same reasons, the burden and expense of the proposed discovery outweighs its likely benefit to this case. The voluminous records Plaintiff seeks are not relevant to the issues in the case and would unnecessarily pose a substantial cost and hardship on American to gather, search and review its records for responsive communications. American further objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "all documents related to the

[referenced] communications,” which could include, for example, a legal memorandum that simply references a communication with the United States about the Airport.

To the extent Plaintiff is able to articulate a particularized category and type of documents proportional and relevant to the allegations raised in the Complaint, American will meet and confer with Plaintiff’s counsel regarding the production of such non-privileged documents that may be in American’s possession, custody, and control.

REQUEST NO. 2. All documents related to your activity at the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” American’s “activities” at the Airport without any context or relation to the issues in the case. The term “activities” is undefined and vague and it may be interpreted to mean a myriad of American’s operations at the Airport, for example, baggage services, customer services, gate operations, and resupplying or refueling services, which are irrelevant to any issue in the case. Even if this request was limited just to documents addressing American’s flights to and from the Airport, nothing in Plaintiff’s claim is based or contingent on any specific information regarding American’s flight operations to or at the Airport. As a result, American further objects because this request is neither relevant to Plaintiff’s claim nor proportional to the needs of the case. It is disproportionate for American to be forced to produce years’ worth of operational records regarding its flights the Airport, let alone “all documents related to” such flights or all its “activity” at the Airport. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents” related to” its “activity” at the Airport which could include, for example, a legal memorandum that simply references any matter that occurs at the Airport.

American further directs Plaintiff to American’s Response No. 8 to Plaintiff’s First Set of Requests for Admission.

REQUEST NO. 3. All documents related to flight logs for flights you have operated to or from the Airport, including, but not limited to, any pilot flight logbooks.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” American’s “flight logs” for flights to the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on any flight logs, pilot entries or any other passenger or commercial flight data captured on such logs concerning American’s flights operated to or from the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of data on flight logs for commercial passenger flights to the Airport, let alone “all documents related to” such flight logs. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” the flight logs, which could include, for example, a legal memorandum that simply references a pilot log for a flight to the Airport.

American further directs Plaintiff to American’s Response No. 8 to Plaintiff’s First Set of Requests for Admission.

REQUEST NO. 4. All documents related to the possibility or prospect of operating flights to or from the Airport, including, but not limited to, any proposals, business plans or market studies.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related” to the “possibility or prospect” of having flights to the Airport and without relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on what American’s business plans, marketing studies, proposals, or other plans when it decided to commence commercial flight operations to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of information of the “possibility or prospect” of flying to the Airport, let alone “any documents related to” such “possibility or prospect.” American

also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to the “possibility or prospect” of flying to the Airport, which could include, for example, a legal memorandum that simply references such a potential flight.

American will produce non-privileged documents of its public announcements regarding providing travel services to the Airport. American further directs Plaintiff to American’s Response No. 7 to Plaintiff’s First Set of Requests for Admission.

REQUEST NO. 5. All documents related to your applications for licenses, permits or other authorizations from the U.S. Government (including OFAC) to operate flights to or from the Airport, including, but not limited to, original applications and applications for extensions or renewals.

RESPONSE:

American objects to this request on the grounds that it is overbroad, not stated with reasonable particularity and not proportionate to the needs of the case as it seeks “[a]ll documents related to” American’s applications to the United States government regarding operations to Airport. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” American’s applications for flights to the Airport, which could include, for example, a legal memorandum that simply references such application.

American will produce non-privileged documents sufficient to show licenses, permits and authorizations received authorizing travel services to the Airport.

REQUEST NO. 6. All documents related to any audits, inspections or reviews conducted by the U.S. government (including OFAC) regarding your operation of flights to or from the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with

reasonable particularity as it seeks “[a]ll documents related to” “any audits, inspections or reviews” by the United States government for its operations to the Airport without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on “any audits, inspections or reviews” conducted by the United States government. This is not a regulatory compliance action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of information regarding “audits, inspections or reviews”, let alone “all documents related to such activities. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” “any audits, inspections or reviews”, which could include, for example, a legal memorandum that simply references an inspection concerning a flight to the Airport.

REQUEST NO. 7. All documents related to any audits, inspections or reviews that you have conducted or commissioned (whether internal or external) regarding your operation of flights to or from the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” “any audits, inspections or reviews” American “conducted or commissioned” regarding its operations to the Airport without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on “any audits, inspections or reviews” conducted or commissioned by American. This is not a regulatory compliance action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of information regarding “audits, inspections or reviews”, let alone “all documents related to

such activities. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” “any audits, inspections or reviews”, which could include, for example, a legal memorandum that simply references an inspection concerning a flight to the Airport.

REQUEST NO. 8. All documents related to your compliance efforts regarding your operation of flights to or from the Airport, including compliance reports, audit reports or audit committee minutes.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” American’s “compliance efforts” regarding its operations to the Airport without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. American also objects to this request on the ground that it is vague as to what is meant by the phrase “compliance efforts”, or as to what specifically American should be complying with, as it relates to the issues in this case, in order to identify and limit specific documents Plaintiff seeks by this request. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on American’s “compliance efforts.” Nor is this a regulatory compliance action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of information regarding its “compliance efforts,” let alone “all documents related to” such efforts. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” American’s “compliance efforts,” which could include, for example, a legal memorandum that simply references any compliance-related matter regarding the Airport.

REQUEST NO. 9. All documents related to any allegation, notice, or accusation that you

have violated any condition of any license, permit or other authorization during your operation of flights to or from the Airport.

RESPONSE:

American has not received any “allegation, notice, or accusation” by the United States Government that it has violated any “condition of any license, permit, or other authorization” authorizing its flight operations to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff’s claim is not based or contingent on whether there have been any “allegation, notice, or accusation” by the United States Government against American. In any event, because American has not received any “allegation, notice, or accusation” that it has violated any “license, permit, or other authorization” authorizing its flight operations to the Airport, searching for and producing “all documents” that might relate to such possibility is disproportionate to the needs of this case.

REQUEST NO. 10. All documents related to any allegation, notice, or accusation that you have violated any condition(s) of any U.S. (or any other) law or regulation during your operation of flights to or from the Airport.

RESPONSE:

American has not received any “allegation, notice, or accusation” by the United States Government that it has violated any “condition(s) of any U.S. (or any other) law or regulation” authorizing its flight operations to the Airport. As a consequence, American objects to this request as overbroad and not proportionate to the claim at issue. Plaintiff’s claim is not based or contingent on whether there have been any “allegation, notice, or accusation” against American. In any event, because American has not received any “allegation, notice, or accusation” by the United States Government that it has violated any “condition(s) of any U.S. (or any other) law or regulation” authorizing its flight operations to the Airport, searching for and producing “all documents” that might relate to a private party allegation or accusation is irrelevant and is disproportionate to the needs of this case.

REQUEST NO. 11. All documents you have retained about your operation of flights to or

from the Airport pursuant to Cuban Government requirements.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents you have retained” pursuant to “Cuban Government requirements” without any context to limit the documents Plaintiff seeks or without relation to the issues in the case. The phrase “Cuban government requirements” is undefined and vague, and it is unclear as to what is meant by the phrase or what specific “requirements” Plaintiff refers to in this request. Even if limited to documents addressing Cuban Government conditions to use of the Airport, nothing in Plaintiff’s claim is based or contingent on any of Cuba’s conditions or “requirements” for allowing American’s flight operations to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of operational information for flights to the Airport, let alone “all documents you have retained” about such operations. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents you have retained” “pursuant to Cuban Government requirements”, which could include, for example, a legal memorandum that simply references any condition set by the Cuban government.

To the extent Plaintiff is able to articulate a particularized category and type of documents proportional and relevant to the allegations raised in the Complaint, American will meet and confer with Plaintiff’s counsel regarding the production of such non-privileged documents that may be in American’s possession, custody, and control.

REQUEST NO. 12. All documents you have retained about your operation of flights to or from the Airport pursuant to U.S. government (including OFAC) requirements.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents you have retained” pursuant to United States Government “requirements” including those of the Office of Foreign Assets Control (“OFAC”) without any context to limit the documents Plaintiff seeks or without relation to

the issues in the case. The phrase “U.S. government (including OFAC) requirements” is undefined and vague and it may be interpreted to mean a host of obligations imposed by the Federal Aviation Administration (FAA), OFAC or any other government agency that may regulate an aspect of air travel in the United States, many of which are irrelevant to any issue in the case. Even if limited to documents addressing U.S. Government conditions to use of the Airport, nothing in Plaintiff’s claim is based or contingent on American’s recordkeeping obligations, recordkeeping itself or other “requirements” whether by OFAC or another governmental agency. This is not a regulatory action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action pursuant to the cited regulations even if there were a basis to assume any non-compliance by American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of operational records, let alone “all documents you have retained” about such operations. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents you have retained” pursuant to a United States’ regulation or recordkeeping obligation, which could include, for example, a legal memorandum that simply references such a regulation.

REQUEST NO. 13. All documents related to your marketing or advertising of flights you have operated to or from the Airport, including, but not limited to, press releases, advertisements, posts and blogs.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” “marketing or advertising of flights” to the Airport without relation to any issue in the case. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on American’s marketing or advertising with respect to its flights to Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of information on marketing and advertising including “posts and blogs,” let alone “all documents related to” such marketing or advertising. American also objects to this request to the extent that it seeks documents

protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” American’s marketing and advertising, which could include, for example, a legal memorandum that simply references an advertisement of flights to the Airport.

REQUEST NO. 14. All documents related to the reasons stated to you by your passengers for their travel to Cuba, including, but not limited to, any online forms filled out by your passengers.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” the reasons given by passengers for their travel to Cuba and without any connection to the Airport or relation to any issue in the case. American further objects on the grounds that the request is not proportionate to the claim at issue for American to be forced to produce years’ worth of information on reasons given by each passenger for his or her flight to Cuba, let alone “any documents related to” such stated reasons. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” reasons given by passengers for their travels, which could include, for example, a legal memorandum that simply references a statement given by a passenger.

American will produce non-privileged documents sufficient to show its policies and procedures applicable to determining the reason or basis for passengers to travel on an international commercial flight to Cuba during the past year.

REQUEST NO. 15. Any documents related to your efforts for determining whether passengers holding U.S. passports and traveling on flights you have operated to or from the Airport are engaged in lawful travel under U.S. law.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ny documents related to” American’s “efforts” to

ascertain if passengers are “engaged in lawful travel” to the Airport. American also objects on the ground that it is vague as to what is meant by the phrase “efforts for determining” and what specific documents Plaintiff seeks by this request. American further objects on the grounds that the request is not proportionate to the claim at issue for American to be forced to produce years’ worth of information on the reasons for travel supplied by each passenger for his or her flight to the Airport, let alone “any documents related to” American’s “efforts for determining” if such travel is lawful. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” American’s “efforts” to determine if a passenger is lawfully traveling, which could include, for example, a legal memorandum that simply references the verification of passenger information for travel to the Airport. American further objects on the grounds that this request improperly assumes American had a legal obligation to “determin[e]” if passengers are “engaged in lawful travel” inconsistent with federal laws or regulations.

American will produce non-privileged documents sufficient to show its policies and procedures applicable to determining the reason or basis for passengers to travel on an international commercial flight to Cuba during the past year.

REQUEST NO. 16. Copies of visas for passengers who have traveled to or from the Airport on flights you have operated.

RESPONSE:

American objects to this request because it seeks information that is neither relevant to Plaintiff’s claim nor proportional to the needs of the case. Nothing in Plaintiff’s claim is based or contingent on the visas passengers obtained for flights American operated into or out of the Airport. As a result, it is irrelevant to the case and disproportionate for American to be forced to produce years’ worth of passengers’ visas used to travel to the Airport, even if there was a basis to assume that American had an obligation to review visas for passengers traveling to or from the Airport. American further objects on the grounds that this request improperly assumes American had a legal obligation to retain passenger visas pursuant to federal laws or regulations. American also objects to the request on the basis and to the extent that it seeks the disclosure of protected, confidential passenger information.

American directs Plaintiff to American's Response No. 8 to Plaintiff's First Set of Requests for Admission.

REQUEST NO. 17. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to fund any portion of flights you have operated to or from the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ll documents related to" "any loan, extension of credit, or financing" to fund flights to the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on any type of financing American may have obtained—even if there were a basis to assume it did—to specifically fund flights to or from the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of financing records, let alone "all documents related to" such financing. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "any documents related to" financing for flights to or from the Airport, which could include, for example, a legal memorandum that simply references credit agreement that could fund flights to the Airport.

REQUEST NO. 18. All documents related to any monies you have expended for improvements at the Airport, including but not limited to, any monies spent on construction, advertising, or signage.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ll documents related to" "monies you have expended for improvements at the Airport." American also objects on the ground that it is vague as to what is meant by the term "improvements" and, thus, American is uncertain as to what specific documents Plaintiff seeks pursuant thereto. American will apply such term in this

response to mean and be limited to a permanent addition or enhancement to the Airport or real property where it is located. Even then, nothing in Plaintiff's claim is based or contingent on any type of improvements American may have made to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of records of expenditures in connection with the Airport, let alone "all documents related to" such expenditures. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "all documents related to monies you have expended for improvement at the Airport," which could include, for example, a legal memorandum that simply references advertising or signage at the Airport.

REQUEST NO. 19. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to fund improvements at the airport, including but not limited to, construction, advertising, or signage.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks "[a]ll documents related to" "any loan, extension of credit, or financing" to fund improvements at the Airport. American also objects on the ground that it is vague as to what is meant by the term "improvements" and, thus, American is uncertain as to what specific documents Plaintiff seeks pursuant thereto. American will apply such term in this response to mean and be limited to a permanent addition or enhancement to the Airport or real property where it is located. Even then, nothing in Plaintiff's claim is based or contingent on any type of financing American may have obtained –even if there was a basis to assume that it did – or improvements in relation to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years' worth of financing records, let alone "any documents related to" such financing. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek "all documents related to financing for operations to the Airport, which could include, for example, a legal memorandum that simply references a credit agreement that mentions the Airport.

REQUEST NO. 20. All documents related to any payments you have made to the Cuban Government relating to flights you have operated to or from the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” payments to the Cuban government regarding the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the amounts American paid to the Cuban government in relation to commercial passenger flights to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of data on amounts paid to the Cuban government, let alone “any documents related to” such payments. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” payments to the Cuban government in relation to commercial flights to the Airport, which could include, for example, a legal memorandum that simply references such payments.

REQUEST NO. 21. All documents related to any loan, extension of credit, or financing, any proceeds of which you have used to make any payments to the Cuban Government relating to flights you have operated to or from the Airport.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” “any loan, extension of credit, or financing” to make payments to Cuba for flight operations to the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on any type of financing American may have obtained –even if there were a basis to assume that it did – or payments it may have made to the Cuban government to fund operations to the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’

worth of financing records, let alone “all documents related to” such financing. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents related to” financing used to make payments to the Cuban government, which could include, for example, a legal memorandum that simply references financing related to a payment to Cuba.

REQUEST NO. 22. All documents related to financial reports or statements about your flights operated to or from the Airport, including, but not limited to, financial statements, balance sheets, income statements, cash flow statements, and profit and loss statements.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents related to” American’s financial reports and statements about flights to the Airport. American further objects on the grounds that the request is not proportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on the American’s finances with respect to its flights to or from the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to produce years’ worth of financial records and statements from its commercial flight operations to and from the Airport, let alone “any documents related to” such financials. American also objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “any documents related to” revenue received from its commercial flights to the Airport, which could include, for example, a legal memorandum that simply references such revenue. American further objects because nothing in Plaintiff’s claim is based on or contingent on the revenue American received from flights to or from the Airport.

REQUEST NO. 23. All documents used or referred to in preparing your response to the Plaintiff’s First Set of Interrogatories.

RESPONSE:

American objects to this request on the grounds that it is overbroad and not stated with reasonable particularity as it seeks “[a]ll documents used or referred to” to when responding to Plaintiff’s interrogatories to American. American also objects to this request because it is vague and fails to identify a particular document or category of documents that Plaintiff is seeking through this request. American further objects to this request to the extent that it seeks documents protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the request is so broad as to seek “all documents used or referred to” American’s preparation of its responses, which could include, for example, a legal memorandum that simply references a potential response to an interrogatory. Moreover, it would reveal American work product to produce the documents it reviewed to respond to interrogatories in this case.

Dated: December 27, 2019

Respectfully submitted,

/s/ Ricardo H. Puente

Christopher R.J. Pace
Florida Bar No. 721166
Email: crjpace@jonesday.com
Ricardo H. Puente
Florida Bar No. 121533
Email: rpuente@jonesday.com

JONES DAY

600 Brickell Avenue
Brickell World Plaza
Suite 3300
Miami, FL 33131
Telephone: (305) 714-9700
Facsimile: (305) 714-9799

*Attorneys for Defendant,
American Airlines, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 27, 2019, I served by email a true and correct copy of the foregoing on all counsel of record.

/s/ Ricardo H. Puente

Ricardo H. Puente

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 19-cv-23965-MGC

JOSE RAMON LÓPEZ REGUEIRO

plaintiff

v.

AMERICAN AIRLINES INC. and LATAM
AIRLINES GROUP, S.A.,

defendants.

FIRST SET OF INTERROGATORIES

Jose Ramon López Regueiro, under Federal Rules of Civil Procedure 26 and 33, requests that defendant American Airlines Inc. respond to each of the following interrogatories in writing and under oath, within thirty days of service.

DEFINITIONS

As used in these interrogatories, the following terms and words have the following meanings:

1. The words “American Airlines”, “AA”, “you”, “your”, “yours”, or “yourselves”, shall mean American Airlines Inc., including but not limited to, all of its parent companies, holding companies, divisions, departments, subsidiaries, affiliates, predecessors, present or former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants or all other persons acting or purporting to act on its behalf, and each partnership in which it is a partner.

2. The “Airport” shall mean José Martí International Airport in Havana, Cuba.

3. “Agent” shall mean any agent, employee, officer, director, attorney, independent contractor, or any person acting at the direction of, or on behalf of, another.

4. “And” and “or” shall be both conjunctive and disjunctive; and “including” shall mean “including without limitation.”

5. “Any” shall include the word “all,” and “all” shall include the word “any.”

6. “Commercial Cargo” shall mean any property carried on an aircraft other than stores and accompanied or mishandled baggage.

7. “Communications” shall mean any oral, written, or electronic transmission of information, including, but not limited to, letters or correspondence, conversations, meetings, discussions, telephone calls, telegrams, telexes, seminars, conferences, messages, facsimile transmissions, e-mails, notes, texts, instant messages, social media exchanges, or memoranda.

8. “Control” shall mean possessed by you, in your custody or control, or under your direction, and shall include under the possession, custody or control of persons under your direction, including your employees, subordinates, counsel, accountants, experts, parents, or affiliated corporations, and any person or entity purporting to act on your behalf.

9. “Cuban Government” means the executive, judicial, and legislative branches of Cuba’s government, including, but not limited to each of their departments, agencies, committees, offices, and boards.

10. “Date” shall mean the exact day, month, and year, if ascertainable, and if not, the best approximation thereof (based on its relationship to other events).

11. “Document” shall refer to and include any item with the scope of Federal Rule of Civil Procedure 34, including any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed,

including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise.

12. “Employee” means any person who at any time acted or purported to act on behalf of another person or persons, including all present and former directors, officers, executives, agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons.

13. “ESI” shall mean electronically-stored information and associated metadata.

14. “Identify” with respect to a person means to give, to the extent known, the person’s full name, job title, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment.

15. “Identify” with respect to documents means to describe the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

16. “Identify” with respect to aircraft means to describe the (i) make and model of the aircraft; (ii) aircraft registration number; (iii) and passenger capacity.

17. “Lawsuit” or “Action” shall mean the action styled *Jose Ramon López Regueiro v. American Airlines Inc. and LATAM Airlines Group, S.A.*, Case No. 19-cv-23965-MGC (S.D. Fla.).

18. “OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

19. “Operate” shall mean to provide flights, sell tickets, or otherwise perform services incident to the transport of passengers or cargo on aircraft owned, leased, chartered, or otherwise controlled by you.

20. “Person” shall mean a natural person acting as an individual, a group of individuals acting in a collegial, business or group capacity (e.g., as a board of directors or committee), or a business, corporation, proprietorship, partnership, trust, association, or any governmental, juridical, or other entity.

21. “Relating to” and “relate to” shall mean directly or indirectly referring to, evidencing, discussing, defining, mentioning, reflecting, regarding, pertaining to, consisting of, concerning, recording, evaluating, or in any way logically or factually connected with the matter discussed or to which reference is made.

22. “Third party” and “Third parties” refer to individuals or entities that are not parties to this proceeding.

23. Wherever necessary to insure completeness or accuracy of these interrogatories, the singular includes the plural and the plural includes the singular.

I. RELEVANT TIME FRAME

Unless specified in a particular interrogatory, these interrogatories shall include and encompass all information available for the period of five years preceding the date of this Request.

II. INSTRUCTIONS

1. In answering these Interrogatories, you are required to furnish information not only within your own knowledge or obtainable by you, but also any information or knowledge in the possession of or obtainable by your attorneys, representatives, agent or anyone action on your behalf or on

2. If you cannot answer the following Interrogatories in full, after exercising due diligence to secure the information to do so, state and answer to the extent possible, specifying

your inability to answer the remainder and stating whatever information or knowledge you have concerning the unanswered portion.

3. If any of your answers to these Interrogatories or sub-parts thereof make reference to a document or documents, attach a copy or copies of the document or documents to your answer.

4. If you object to fully identifying a document or oral communication because of a privilege, you must nevertheless provide the following information unless divulging the information would disclose the privileged information:

- a. the nature of the privilege claimed (including work product);
- b. if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- c. the date of the document or oral communication;
- d. if a document: its type (correspondence, memorandum, facsimile, etc.), custodian, location, and such other information sufficient to identify the document for a subpoena duces tecum or a document request, including where appropriate the author, the addressee, and, if not apparent, the relationship between the author and addressee;
- e. if an oral communication: the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- f. the general subject matter of the document or oral communication.

5. You are under a continuous obligation to supplement your answers to these Interrogatories should additional information become known to you, or the circumstances change.

III. INTERROGATORIES

1. Identify the persons in charge of your operations at the Airport.
2. Identify the persons employed in your operations at the Airport.
3. Identify the aircraft you have operated to, from, and at the Airport, and for each such aircraft:
 - (a) state the manufacturer, model, country or countries of registration and registration number(s);
 - (b) the landing and departure dates of the aircraft at the Airport;
 - (c) the number of passengers for each flight to and from the Airport;
 - (d) whether any such flight(s) carried no passengers; and
 - (e) whether any such flight(s) carried Commercial Cargo.
4. Identify any equipment you use or maintain at the Airport, including but not limited to, any ground vehicles, maintenance facilities or places of lodging.
5. Identify any hotels, casas particulares, hostals, or other lodging where your flight crew (employees) have stayed during layovers at the Airport.
6. State any amount(s) you have paid to the Cuban Government or any other party for any use of the Airport, including payments for landing rights, taxes, airport fees or other fees. For each payment state the date of the payment, the name of the recipient, the reasons for the payment, and identify the agreement(s) or document(s) governing the payment.
7. Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to fund any portion of flights you have operated to or from the Airport.

8. Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to make any payments to the Cuban Government related to flights you have operated to or from the Airport.

9. Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to make for improvements at the Airport, including, but not limited to, any monies spent for construction, advertising, or signage.

10. Identify all your employees who have communicated with the Cuban Government about your operation of flights to or from the Airport, and state the dates and substance of such communications.

11. Identify all your employees who have communicated with any agency of the U.S. Government (including OFAC), about your operations at the Airport.

12. Identify all your employees who have communicated with any agency of the U.S. Government (including OFAC), about flights you have operated between the U.S. and the Airport.

13. Identify all licenses, permits, or authorizations obtained by you from the U.S. Government, (including OFAC) to operate flights to or from the Airport, and, for each license, permit, or authorization, state:

- (a) the date you acquired it;
- (b) the name of the issuing agency;
- (c) its expiration date;
- (d) its renewal date; and
- (e) the purpose of the license, permit, or authorization.

14. Identify all your employees who maintained records required by OFAC to comply with any license, permit, or authorization concerning your operation of flights to or from the Airport and describe their duties.

15. Explain your reason(s) for choosing the Airport as a destination for passenger and Commercial Cargo operations, and identify all persons involved in the decision.

16. Identify all persons who are managing or operating the Airport other than the Cuban Government.

17. When did you first obtain any information, learn, or become aware that the Airport had been confiscated by the Cuban Government?

18. Describe your policies and procedures for determining whether passengers holding U.S. passports and flying on commercial passenger flights you have operated to or from the Airport are engaged in lawful travel under U.S. law.

19. Describe your policies and procedures for determining whether passengers holding passports from countries other than the U.S. and flying on commercial passenger flights you have operated to or from the Airport, are engaged in lawful travel under U.S. law.

20. Describe your policies and procedures for determining whether passengers flying on commercial passenger flights you have operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.

VERIFICATION

These answers and responses have been provided by:

AMERICAN AIRLINES INC.

Name: _____

Title: _____

Signature: _____

STATE OF

COUNTY OF

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, PERSONALLY APPEARED, _____, who is personally known to me or who has produced _____ as identification and who, upon first having been duly sworn, did depose and say that the answers and responses to the foregoing interrogatories propounded by Plaintiff are true and correct.

SWORN TO and subscribed this ____ day of _____, 2019.

NOTARY PUBLIC

TYPED NAME: _____

COMMISSION EXPIRES: _____

COMMISSION NO.: _____

Dated: November 14, 2019

RIVERO MESTRE LLP
2525 Ponce de Leon Blvd., Suite 1000
Coral Gables, Florida 33134
Telephone: (305) 445-2500
Facsimile: (305) 445-2505
E-mail: arivero@riveromestre.com
E-mail: jmestre@riveromestre.com

E-mail: arolnick@riveromestre.com
Email: amcgovern@riveromestre.com
E-mail: crodriguez@riveromestre.com

By: s/ Andrés Rivero
ANDRÉS RIVERO
Florida Bar No. 613819
JORGE A. MESTRE
Florida Bar No. 88145
ALAN ROLNICK
Florida Bar No. 715085
AMANDA M. MCGOVERN
Florida Bar No. 964263
CARLOS A. RODRIGUEZ
Florida Bar No. 0091616

MANUEL VAZQUEZ, P.A.
2332 Galiano St., Second Floor
Coral Gables, Florida 33134
Telephone: (305) 445-2344
Facsimile: (305) 445-4404
E-mail: mvaz@mvazlaw.com

By: s/ Manuel Vazquez
MANUEL VAZQUEZ
Florida Bar No. 132826

CERTIFICATE OF SERVICE

I certify that on November 14, 2019, I served by email a copy of this document to all counsel of record.

s/ Andrés Rivero
Andrés Rivero

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 19-23965-Civ-COOKE/GOODMAN

JOSE RAMON LOPEZ REGUEIRO,

Plaintiff,

vs.

AMERICAN AIRLINES, INC., *et al.*,

Defendants.

_____ /

**AMERICAN AIRLINES, INC.'S VERIFIED RESPONSE
TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Pursuant to Federal Rule of Civil Procedure 33, Defendant American Airlines, Inc. (“American”), responds¹ to Plaintiff’s First Set of Interrogatories (“Interrogatories”) as follows:

PRELIMINARY STATEMENT

American has made a diligent and good faith effort to gather the information with which to respond to Plaintiff’s First Set of Interrogatories. Discovery, however, is ongoing, and American has not yet completed its investigation of this matter. For those reasons, American’s responses may be incomplete. Accordingly, all of the following responses are made without prejudice to and with the express reservation of American’s right to supplement or modify its responses to the extent required by applicable law to incorporate later discovered information, and to rely upon any and all such information at trial or otherwise. Likewise, American shall not be prejudiced if any of its present responses are based on an incomplete knowledge or comprehension of the facts, events, or occurrences involved in this matter.

American has also responded to Plaintiff’s Interrogatories based on its best, good faith understanding and interpretation of each item therein. Accordingly, if Plaintiff subsequently

¹ American is serving responses to these interrogatories only to comply with the Federal Rules of Civil Procedure and the Local Rules of the Southern District of Florida. Any responses to these interrogatories is not a waiver of American’s right to seek dismissal of the case for all the reasons set forth in American’s motion to dismiss Plaintiff’s Complaint or for any additional reasons. American also is not waiving its position that discovery should be stayed as set forth in its notice of joinder in LATAM Airlines Group, S.A.’s motion to stay discovery [D.E. 32].

asserts a different interpretation than that presently understood by American, then American reserves the right to supplement or amend these responses.

SPECIFIC OBJECTIONS TO PLAINTIFF'S DEFINITIONS AND INSTRUCTIONS

The following Specific Objections to Plaintiff's Definitions and Instructions are incorporated by reference into each and every response provided by American whether specifically mentioned or not. The identification of other objections in a given response is not intended as, nor may it be construed to be, a waiver or exclusion of any of the Specific Objections listed below.

1. Definition No. 1. American objects to the definition of "American Airlines," "AA," "you," "your," "yours," or "yourselves," because those terms are not limited to Defendant American itself and purport to expand the scope of discovery to countless non-parties including its "parent companies, holding companies, divisions, departments, subsidiaries, affiliates, present and former officers, directors, owners, agents, attorneys, employees, representatives, accountants, contractors, or consultants" or other persons acting on American's behalf and each partnership. These third-party entities and individuals are neither parties to this litigation nor provide commercial air travel to Cuba. Moreover, for the foregoing reasons, the definition of these terms renders the Interrogatories over broad by including individuals and entities that are not relevant to Plaintiff's claim.

2. Definition No. 6. American objects to the definition of "Commercial Cargo" as vague and unintelligible. The term "stores" is not defined, nor does it make sense to define any property on an aircraft as commercial cargo if it is not either baggage or "stores," since that would cover all the other property on an aircraft – safety equipment, pilot and flight attendant personal effects, etc. American will apply such term in its responses to specific interrogatories to mean and be limited to property transported by American on a commercial flight for a private party who or that is not either American, an American employee, or a passenger on an American commercial flight and that pays American a fee to transport such property.

3. Definition No. 12. American objects to the definition of "Employee" because that terms includes "agents, representatives, attorneys, accountants, independent contractors, contact persons, advisors, and consultants of such other person or persons" who are not legally recognized as an employee under applicable law and who are non-parties outside of American's control. Moreover, for the foregoing reasons, the definition of this term renders the

Interrogatories over broad by including individuals and entities that are not relevant to Plaintiff's claim or single entity. American will apply such term in its responses to specific interrogatories to mean and be limited to employees of American as recognized under applicable law.

4. Definition No. 20. American objects to the definition of "Person" because that term includes groups of individuals, which include "e.g., as a board of directors or committee," that renders the term vague by improperly expanding its meaning beyond a single individual or single entity. American will apply such term in its responses to specific interrogatories to mean and be limited to a single person or a single legal entity.

5. Instruction No. 1. American objects to this instruction to the extent that it conflicts, expands, is beyond or otherwise alters American's obligations or scope of permissible discovery under the Federal Rules of Civil Procedure 26 and 33 and the Local Rules of this Court (collectively, the "Rules"). Nothing in the Rules authorizes or permits Plaintiff to require American to create or "obtain" information as to documents that are no longer or never have been in American's possession, custody or control.

6. Reservation. American reserves the right to supplement the objections to these interrogatories pursuant to the Federal Rules of Civil Procedure.

OBJECTIONS TO RELEVANT TIME FRAME

American objects generally to the Interrogatories' five year time period as the appropriate time frame for the interrogatories because they seek information beyond the applicable 2-year statute of limitation set forth in 22 U.S.C. § 6084, and are, therefore, remote and neither relevant to Plaintiff's claim nor proportional to the needs of the case. Nothing in Plaintiff's claim is either based or contingent on American's commercial flights to or from the Airport over two years ago, or even over two months ago. Nevertheless, the time period that American will apply to its responses to specific interrogatories is two years, unless a different time period is stated in a specific interrogatory or a response to a specific interrogatory.

SPECIFIC RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

INTERROGATORY NO. 1: Identify the persons in charge of your operations at the Airport.

RESPONSE:

American objects to this interrogatory on the ground that it is vague as to what is meant by the phrase "in charge of . . . operations" and what specific individuals Plaintiff seeks to

identify by this interrogatory. American will apply such phrase in this response to mean and be limited to employees of American who supervise or manage American's ground operations at the Airport. Even then, American further objects on the grounds that the interrogatory is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on American's daily operations at the Airport. As such, this interrogatory is not relevant to prove or disprove any issue in the case.

American states that its Director of Operations and Country Manager in Cuba is Ramón Jiménez and the Managing Director for the Caribbean is Alfredo Gonzalez.

INTERROGATORY NO. 2: Identify the persons employed in your operations at the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it asks American to identify persons "employed" in American's "operations at the Airport" without identifying or limiting the area of employment or department, or to only those individuals employed by American as that term is defined under applicable law. American further objects to this interrogatory on the ground that it is vague as to what is meant by the phrase "persons employed" in American's operations at the Airport and what specific individuals Plaintiff seeks to identify by this interrogatory. As set forth by Plaintiff, this phrase could include, for example, janitorial staff and grounds crew that assist in American's operations, neither of which are employed by American nor are their services relevant to Plaintiff's claim. American will apply such phrase in this response to mean and be limited to employees of American as recognized under applicable law. Even then, nothing in Plaintiff's claim is based or contingent upon American's daily operations at the Airport let alone the identity of each person employed on the ground there. As such, American further objects on the grounds that the request is not proportionate to the claim at issue as pled.

American states that its Director of Operations and Country Manager in Cuba is Ramón Jiménez.

INTERROGATORY NO. 3: Identify the aircraft you have operated to, from, and at the Airport, and for each such aircraft:

- (a) state the manufacturer, model, country or countries of registration and

- registration number(s);
- (b) the landing and departure dates of the aircraft at the Airport;
- (c) the number of passengers for each flight to and from the Airport;
- (d) whether any such flight(s) carried no passengers; and
- (e) whether any such flight(s) carried Commercial Cargo.

RESPONSE:

American objects to this request on the grounds that it is overbroad and disproportionate to the needs of this case for American to be forced to produce years' worth of flight schedules, aircraft registration information, passenger lists, and other flight information regarding flights to the Airport because nothing in Plaintiff's claim is based or contingent on the models of aircraft American has operated to, from, and at the Airport, let alone the flight schedules for said aircraft or the number of passengers on each flight. As a result, American further objects because this request is not relevant to prove or disprove any issue in the case.

In addition, American does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport. Thus, American objects to this interrogatory as overbroad and not relevant to the claim at issue. In any event, because American does not transport Commercial Cargo to the Airport, inquiring as to aircrafts that carried Commercial Cargo to or from the Airport is disproportionate to the needs of this case.

INTERROGATORY NO. 4: Identify any equipment you use or maintain at the Airport, including but not limited to, any ground vehicles, maintenance facilities or places of lodging.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it asks American to identify "any equipment" used or maintained at the Airport without identifying or limiting the category or kind of equipment requested. The phrase "any equipment" is vague and undefined, and may reference, for example, wheelchairs used for passenger assistance and emergency medical kits, which are irrelevant to any issue in the case. The phrase also is rendered unintelligible by Plaintiff including "places of lodging" as a form of "equipment." Limiting the definition to the examples referenced in Plaintiff's interrogatory is likewise unavailing, as nothing in Plaintiff's claim is based or contingent on whether American uses or maintains "any ground vehicles, maintenance facilities or places of lodging" at the Airport. Thus, it is disproportionate to the needs of the

case for American to be forced to investigate and produce (for any period of time) lists of equipment used or maintained at the Airport. As a result, American further objects because this interrogatory is neither relevant to Plaintiff's claim nor proportional to the needs of the case.

INTERROGATORY NO. 5: Identify any hotels, casas particulares, hostals, or other lodging where your flight crew (employees) have stayed during layovers at the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it seeks information that is not relevant to prove or disprove any issue in the case. Nothing in Plaintiff's claim is based on whether American's flight crew has ever required lodging during layovers Cuba, much less where said crew might have stayed. Nor has Plaintiff alleged any ownership in a claim based on any "hotels, casas particulares, hostals, or other lodging" in Cuba. As a result, American further objects because it is disproportionate to the needs of the case for American to be forced to investigate and produce (for any period of time) irrelevant information regarding its flight crew's activities while at the Airport. American further states that its flight crew in the normal course of its flights to and from the Airport does not stay overnight in Cuba and is not housed at any hotel or other lodging while in Cuba.

INTERROGATORY NO. 6: State any amount(s) you have paid to the Cuban Government or any other party for any use of the Airport, including payments for landing rights, taxes, airport fees or other fees. For each payment state the date of the payment, the name of the recipient, the reasons for the payment, and identify the agreement(s) or document(s) governing the payment.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it asks that American state "any amount(s)" paid to the Cuban government or "any other party" without limiting the category of payments or payees relevant to the inquiry. American further objects on the grounds that the interrogatory is not proportionate to the claim at issue. Nothing in Plaintiff's claim is based or contingent on the amounts American paid to the Cuban Government or anyone else in relation to commercial passenger flight operations at the Airport. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to tabulate and produce years' worth of data on

amounts paid to “the Cuban government or any other party,” let alone provide the name of the recipient, reason for the payment and the corresponding agreement governing the payment.

INTERROGATORY NO. 7: Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to fund any portion of flights you have operated to or from the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests American to identify “all persons” that may have provided American financing without any relation to an issue in the case. American also objects to this interrogatory as it is disproportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on American’s sources of funding for commercial passenger flights to or from the Airport, much less the entities that provide loans, extensions of credit, or financing to American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to identify lending data related to its flight operations, let alone identify “all persons” related to such financing activities.

INTERROGATORY NO. 8: Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to make any payments to the Cuban Government related to flights you have operated to or from the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests American to identify “all persons” that may have provided American financing without any relation to an issue in the case. American also objects to this interrogatory as it is disproportionate to the claim at issue. Nothing in Plaintiff’s claim is based or contingent on American’s sources of funding to make payments to the Cuban Government related to commercial passenger flights to the Airport, much less the entities that provide loans, extensions of credit, or financing to American. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to identify lending data related to its flight operations, let alone identify “all persons” related to such financing activities.

INTERROGATORY NO. 9: Identify all persons that have made any loan, extension of credit, or financing, the proceeds of which you have used to make for improvements at the Airport, including, but not limited to, any monies spent for construction, advertising, or signage.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests American to identify “all persons” that may have provided American financing for “improvements” without any relation to an issue in the case. American further objects on the ground that the term “improvements” is vague. Limiting the definition to the examples referenced in Plaintiff’s interrogatory is likewise unavailing, as nothing in Plaintiff’s claim is based or contingent on whether American has used funds on “construction, advertising, or signage” at the Airport, much less the source of the funds used to pay for such activities. American will apply such term in this response to mean and be limited to a permanent addition or enhancement to the Airport or real property where it is located. Even then, nothing in Plaintiff’s claim is based or contingent on any type of improvements American may have made to the Airport. Thus, it is irrelevant and disproportionate for American to be forced to produce lending data related to such improvements, let alone identify “all persons” related to such financing activities.

INTERROGATORY NO. 10: Identify all your employees who have communicated with the Cuban Government about your operation of flights to or from the Airport, and state the dates and substance of such communications.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests that American identify “[a]ll [] employees who have communicated with the Cuban Government” without any context to such communications or without relation to the issues in the case. American also objects because this interrogatory seeks information that is not relevant to prove or disprove any issue in the case. For example, this interrogatory could include communications with gate agents and security personnel at the Airport the substance of which are irrelevant to Plaintiff’s claim. Nothing in Plaintiff’s claim is based or contingent on American’s communications with the Cuban Government regarding operations at the Airport, much less the dates and contents of said communications. As such, American further objects on the grounds that the request is not proportionate to the claim at

issue as pled. American further objects to this interrogatory to the extent that it seeks information protected by an applicable privilege, such as the attorney-client privilege or work product protection, because the interrogatory is so broad as to seek the “substance” of communications which could include, for example, a work product protected communication with the Cuban Government.

INTERROGATORY NO. 11: Identify all your employees who have communicated with any agency of the U.S. Government (including OFAC), about your operations at the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests that American identify “[a]ll [] employees who have communicated with the U.S. Government” without any context to such communications or without relation to the issues in the case. American also objects because this interrogatory seeks information that is not relevant to prove or disprove any issue in the case. Nothing in Plaintiff’s claim is based or contingent on whether American’s employees communicate with U.S. Government agencies about American’s operations at the Airport. As such, American further objects on the grounds that the request is not proportionate to the claim at issue as pled.

To the extent Plaintiff is able to articulate a particularized category of non-privileged communications with the U.S. Government proportional and relevant to the allegations raised in the Complaint, American will meet and confer with Plaintiff’s counsel regarding the identification of employees, if any, engaged in those communications.

INTERROGATORY NO. 12: Identify all your employees who have communicated with any agency of the U.S. Government (including OFAC), about flights you have operated between the U.S. and the Airport.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it requests that American identify “[a]ll [] employees who have communicated with the Cuban Government” without any context to such communications or without relation to the issues in the case. American also objects because this interrogatory seeks information that is not relevant to prove or disprove any issue in the case. For example, this interrogatory could include gate agents and security personnel at the Airport whose identity or

communications are irrelevant to Plaintiff's claim. Nothing in Plaintiff's claim is based or contingent on whether American's employees communicate with U.S. Government agencies about American's flights between the U.S. and the Airport. As such, American further objects on the grounds that the request is not proportionate to the claim at issue as pled.

To the extent Plaintiff is able to articulate a particularized category of non-privileged communications with the U.S. Government proportional and relevant to the allegations raised in the Complaint, American will meet and confer with Plaintiff's counsel regarding the identification of employees, if any, engaged in those communications.

INTERROGATORY NO. 13: Identify all licenses, permits, or authorizations obtained by you from the U.S. Government, (including OFAC) to operate flights to or from the Airport, and, for each license, permit, or authorization, state:

- (a) the date you acquired it;
- (b) the name of the issuing agency;
- (c) its expiration date;
- (d) its renewal date; and
- (e) the purpose of the license, permit, or authorization.

RESPONSE:

American objects to the word "obtained" as vague because it is not defined, and has different meanings and connotations depending on scope and context.

In addition to operating flights to Cuba pursuant to general licenses contained in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, American states that, pursuant to Federal Rule of Civil Procedure 33(d), American will produce its "licenses, permits or authorizations" in response to the interrogatory as the "answer to [this] interrogatory may be determined by examining, auditing, compiling, abstracting or summarizing" said documents and "the burden of deriving or ascertaining the answer will be substantially the same for either party."

INTERROGATORY NO. 14: Identify all your employees who maintained records required by OFAC to comply with any license, permit, or authorization concerning your operation of flights to or from the Airport and describe their duties.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it seeks the identity of “all [] employees” who maintained records required by OFAC without limiting the category of employees or records relevant to the inquiry. American further objects to this interrogatory on the ground that it is vague as to what is meant by the term “maintained,” which, for example, could include secretaries or file clerks who have no connection with the issues raised by Plaintiff’s claim. American will apply the term “maintained” in this response to mean and be limited to American’s staff whose duty is to supervise or oversee recordkeeping required by OFAC. Even then, nothing in Plaintiff’s claim is based or contingent on American’s recordkeeping obligations with the OFAC or the employees charged with said recordkeeping. This is not a regulatory action. Indeed, Plaintiff lacks standing to bring any regulatory compliance action, even if there were a basis to assume any non-compliance by American of its recordkeeping obligations. As a result, it is irrelevant and disproportionate to the needs of the case for American to be forced to identify employees engaged in recordkeeping for OFAC purposes.

INTERROGATORY NO. 15: Explain your reason(s) for choosing the Airport as a destination for passenger and Commercial Cargo operations, and identify all persons involved in the decision.

RESPONSE:

American objects to this interrogatory on the grounds that it improperly assumes that American’s authorization to fly into the Airport was the result of a “choice” on the part of the airline. American states that on February 16, 2016, the U.S. Government and the Cuban Government executed a Memorandum of Understanding (“MOU”) granting permission to any airline, holding the appropriate authorizations and licenses, to engage in scheduled travel services to and from Havana, with a limit of twenty (20) daily departures. American, along with every other major airline in the country, engaged in an application process wherein the U.S. Government would grant the airline the right to provide international commercial passenger flights to and from Cuba, including Havana. The Cuban Government’s civil aviation agency has designated the Airport as the only airport capable of accepting international flights in Havana. Therefore, the Cuban Government, and not American, chose the Airport as the destination for international commercial flights to Havana. Put differently, American is subject to air safety traffic and control of the applicable governmental authorities that decide which

airports are authorized for landing and departure in Havana.

American states, moreover, that it does not transport, and has not transported, Commercial Cargo, as defined above, from airports in the United States to the Airport.

INTERROGATORY NO. 16: Identify all persons who are managing or operating the Airport other than the Cuban Government.

RESPONSE:

American objects to this interrogatory on the grounds that it is overbroad and not stated with reasonable particularity as it asks American to identify “all persons” “managing or operating” the Airport without identifying or limiting the category of individuals sought by the inquiry. American further objects to the interrogatory on the ground that it is vague as to what is meant by the phrase “managing or operating[.]” American will apply such phrase in this response to mean and be limited to individuals who head and are in charge of Airport operations. Even then, nothing in Plaintiff’s claim is based or contingent upon the persons charged with running the operations at the Airport, much less persons who are not employed by American. As a result, American further objects on the grounds that the request is not proportionate to the claim at issue as pled.

American states, moreover, that it does not employ any person that is managing or operating the Airport. With respect to American’s own operations at the Airport, its Director of Operations in Cuba is Ramón Jiménez and its Managing Director for the Caribbean is Alfredo Gonzalez. *Empresa Cubana de Aeropuertos y Servicios Aeronáuticos S.A.* (ECASA) a Cuban aviation safety company is involved with operations of the Airport. *Agencia de Contratación a Representacion Comerciales S.A.* (ACOREC) a Cuban staffing and recruitment agency is involved in providing staff at the Airport.

INTERROGATORY NO. 17: When did you first obtain any information, learn, or become aware that the Airport had been confiscated by the Cuban Government?

RESPONSE:

After reasonable inquiry, American states that the information it knows or that it may readily obtain is insufficient to state whether the Airport was confiscated by the Cuban Government. In fact, conflicting accounts exist as to whether the airport was effectively abandoned after the Cuban Revolution by CAISA personnel or was the subject of a foreclosure

or similar process, as evidence exists to suggest that CAISA was in default on a substantial debt to a Cuban bank in 1959, including the *Banco de Desarrolla Economico y Social*, which held liens on CAISA's assets and shares.

INTERROGATORY NO. 18: Describe your policies and procedures for determining whether passengers holding U.S. passports and flying on commercial passenger flights you have operated to or from the Airport are engaged in lawful travel under U.S. law.

RESPONSE:

American objects on the grounds that this request improperly assumes American has a legal obligation to "determin[e]" if passengers holding U.S. passports and flying on commercial passenger flights operated to or from the Airport are "engaged in lawful travel" inconsistent with federal laws or regulations.

Pursuant to Federal Rule of Civil Procedure 33(d), American refers Plaintiff to policies and procedures American will produce in accordance with its Response to Request No. 7 in Plaintiff's First Request for Production as the "answer to [this] interrogatory may be determined by examining, auditing, compiling, abstracting or summarizing" said documents and "the burden of deriving or ascertaining the answer will be substantially the same for either party."

INTERROGATORY NO. 19: Describe your policies and procedures for determining whether passengers holding passports from countries other than the U.S. and flying on commercial passenger flights you have operated to or from the Airport, are engaged in lawful travel under U.S. law.

RESPONSE:

American objects on the grounds that this request improperly assumes American has a legal obligation to "determin[e]" if passengers holding passports from countries other than the U.S. and flying on commercial passenger flights operated to or from the Airport are "engaged in lawful travel" inconsistent with federal laws or regulations.

Pursuant to Federal Rule of Civil Procedure 33(d), American refers Plaintiff to policies and procedures American will produce in accordance with its Response to Request No. 6 in Plaintiff's First Request for Production as the "answer to [this] interrogatory may be determined by examining, auditing, compiling, abstracting or summarizing" said documents and "the burden of deriving or ascertaining the answer will be substantially the same for either party."

INTERROGATORY NO. 20: Describe your policies and procedures for determining whether passengers flying on commercial passenger flights you have operated from any airport in the U.S. to the Airport are engaged in lawful travel under U.S. law.

RESPONSE:

American objects on the grounds that this request improperly assumes American has a legal obligation to “determin[e]” if passengers flying on commercial passenger flights operated from any airport in the U.S. to the Airport are “engaged in lawful travel” inconsistent with federal laws or regulations.

Pursuant to Federal Rule of Civil Procedure 33(d), American refers Plaintiff to policies and procedures American will produce in accordance with its Response to Request No. 6 in Plaintiff’s First Request for Production as the “answer to [this] interrogatory may be determined by examining, auditing, compiling, abstracting or summarizing” said documents and “the burden of deriving or ascertaining the answer will be substantially the same for either party.”

Dated: December 30, 2019.

As to the objections:

/s/ Ricardo H. Puente

Christopher R.J. Pace

Florida Bar No. 721166

Email: crjpace@jonesday.com

Ricardo H. Puente

Florida Bar No. 121533

Email: rpunte@jonesday.com

JONES DAY

600 Brickell Avenue

Brickell World Plaza

Suite 3300

Miami, FL 33131

Telephone: (305) 714-9700

Facsimile: (305) 714-9799

*Attorneys for Defendant,
American Airlines, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 30, 2019, I served by email a true and correct copy of the foregoing Response to Plaintiff's First Set of Interrogatories on all counsel of record.

/s/ Ricardo H. Puente

Ricardo H. Puente

VERIFICATION

These answers and responses have been provided by:

AMERICAN AIRLINES INC.

Name: Robert Allen Wirick

Title: Managing Director Int'l Gov Affairs

Signature: Robert A. Wirick

STATE OF Texas

COUNTY OF Tarrant

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, PERSONALLY APPEARED, Robert A. Wirick, who is personally known to me or who has produced Know to me as identification and who, upon first having been duly sworn, did depose and say that the answers and responses to the foregoing interrogatories propounded by Plaintiff are true and correct.

SWORN TO and subscribed this 30th day of December, 2019.

[Handwritten Signature]

NOTARY PUBLIC

TYPED NAME: Kevin A. Patterson

COMMISSION EXPIRES: 2-24-2020

COMMISSION NO.: 6521631

