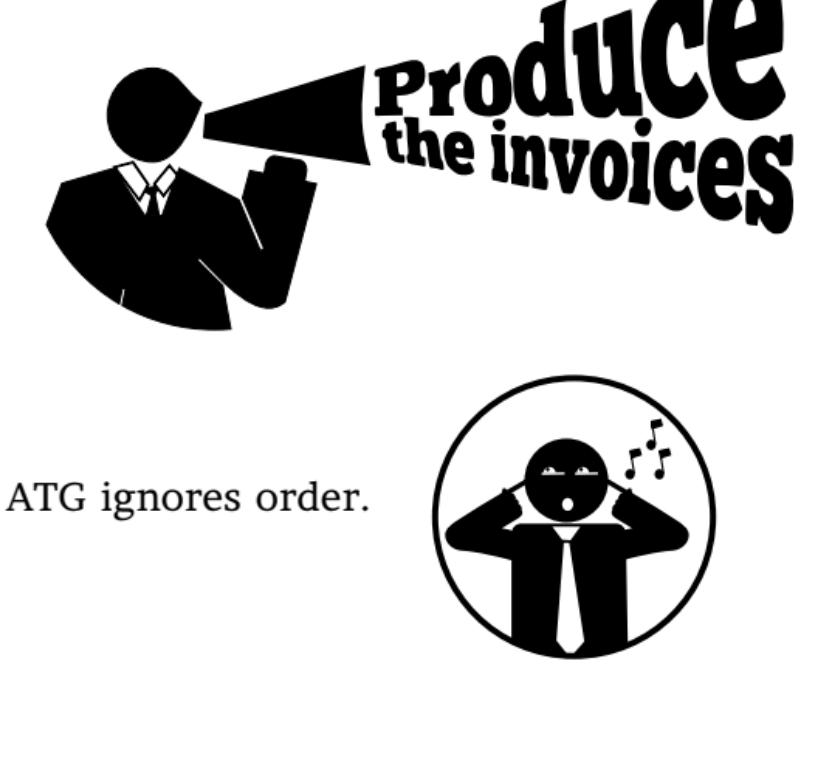
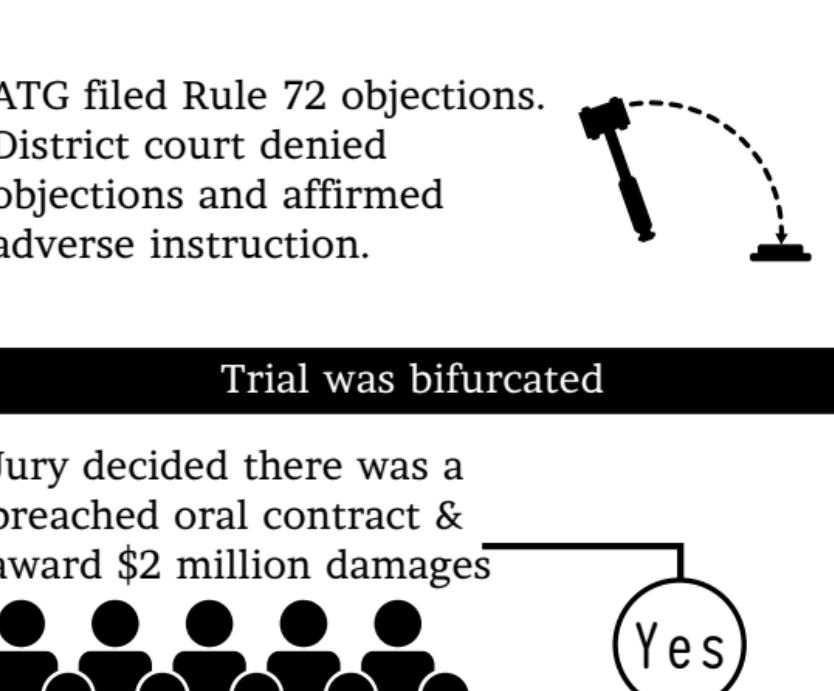
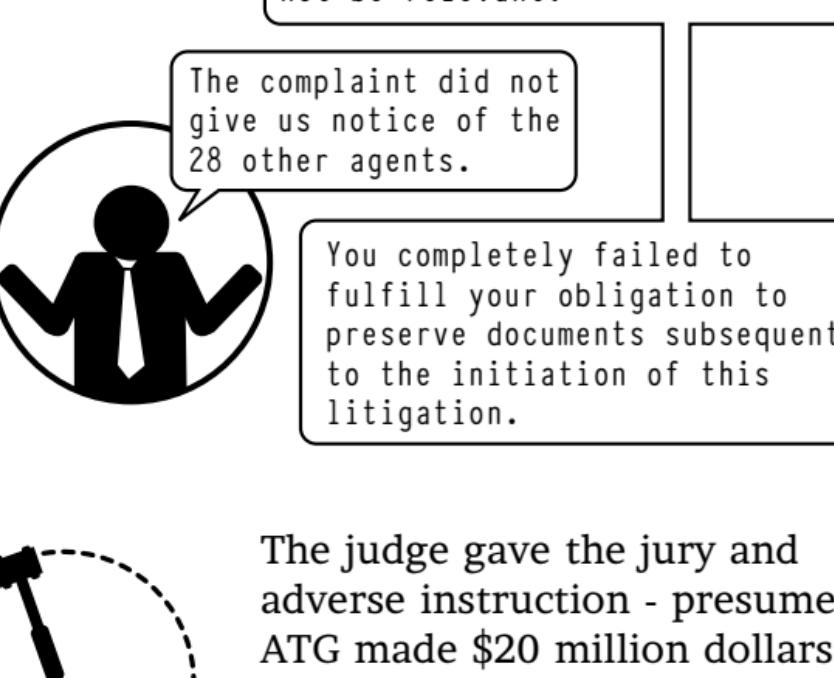
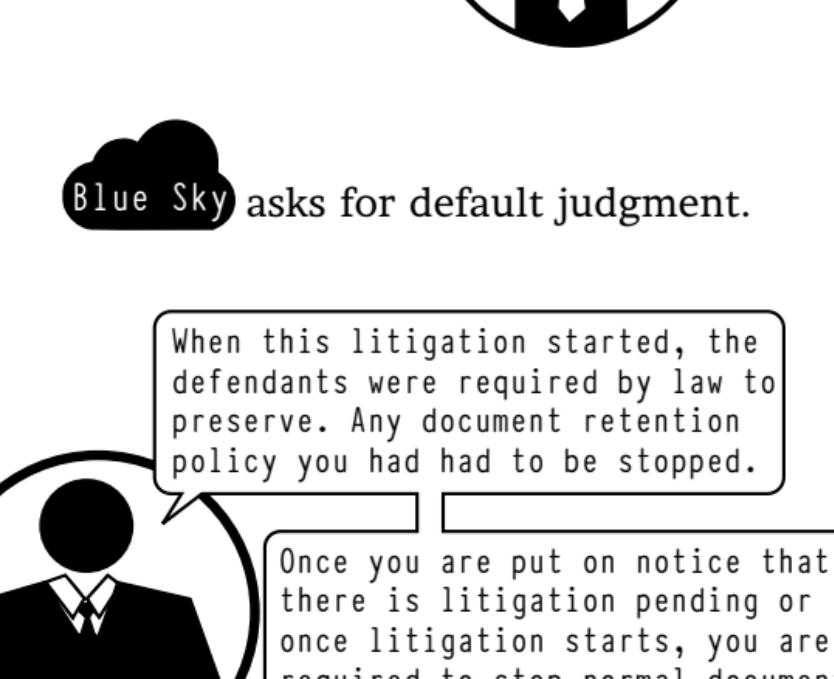
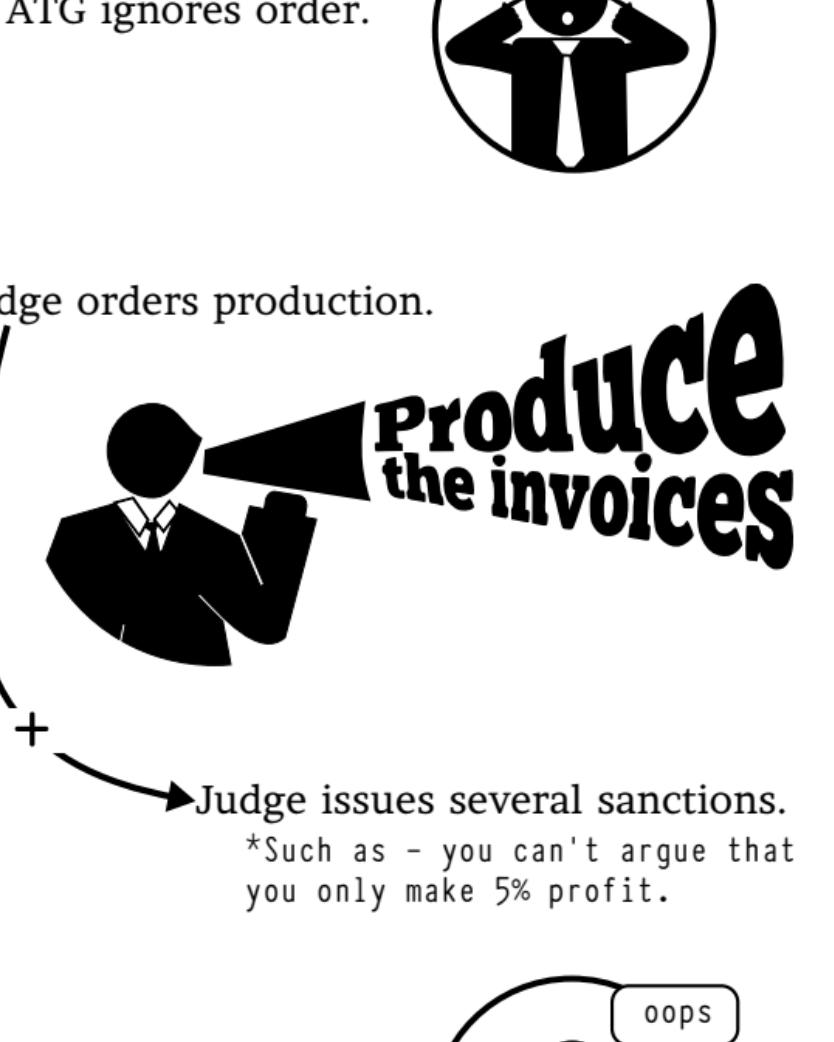


Al Tayyar Group (ATG) contracted with Blue Sky to supply airplane tickets to the Ministry of Higher Education of Saudi Arabia (the Ministry).



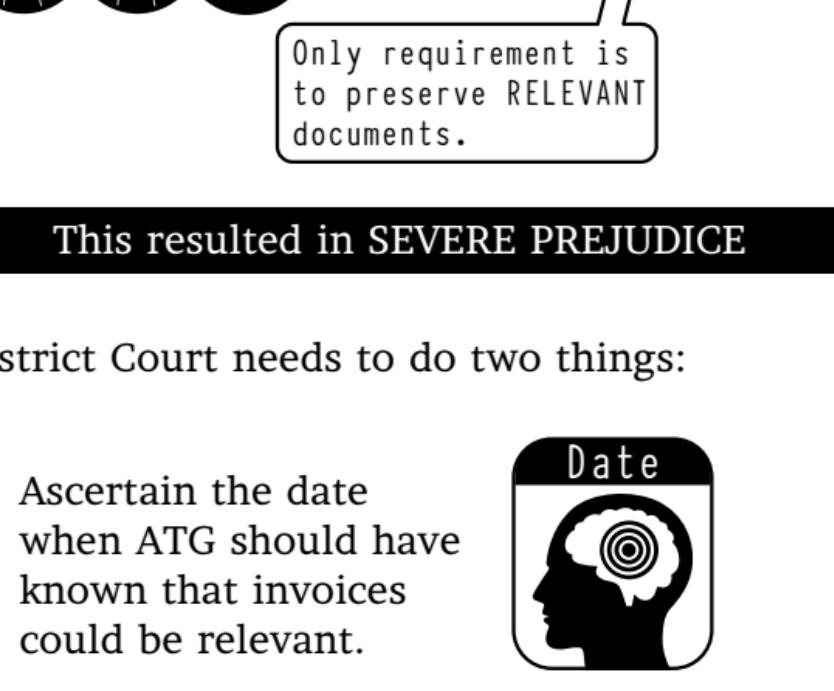
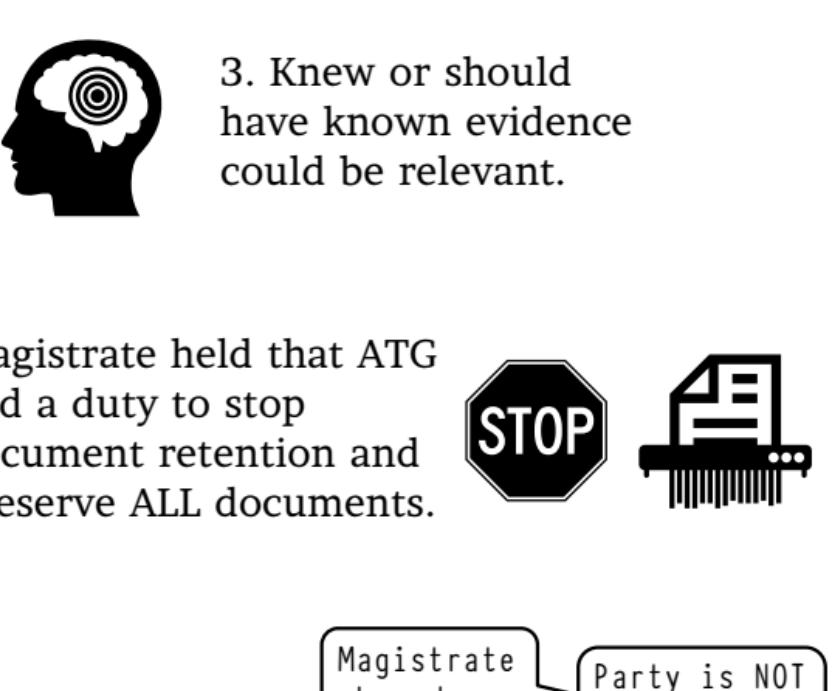
This worked for two months until ATG grew dissatisfied with Blue Sky. In those two months they sold 8,500 tickets totalling \$18 million.



Judge orders production.

+

Judge issues several sanctions.
*Such as - you can't argue that you only make 5% profit.



The judge gave the jury and adverse instruction - presume ATG made \$20 million dollars selling the Blue Sky tickets.
*ATG could not rebut this because of the sanction.

ATG filed Rule 72 objections. District court denied objections and affirmed adverse instruction.

Trial was bifurcated

Jury decided there was a breached oral contract & award \$2 million damages

Judge awards \$10 million in lost profits.
*remember ATG could not offer rebuttal evidence

ATG filed Rule 72 objections. District court denied objections and affirmed adverse instruction.

Magistrate held that ATG had a duty to stop document retention and preserve ALL documents.

Magistrate abused discretion. Party is NOT required to preserve ALL documents.

Only requirement is to preserve RELEVANT documents.

This resulted in SEVERE PREJUDICE

District Court needs to do two things:

Ascertain the date when ATG should have known that invoices could be relevant.

Ascertain the date when ATG destroyed the invoices.

These findings will determine whether ATG committed spoliation.