

EXHIBIT “D”

From: "Parker, Crystal" <cparker@jw.com>
Subject: FW: Production of privileged documents
Date: October 24, 2008 4:25:42 PM CDT
To: <jh@jamesholmeslaw.com>

Below is the agreement. Please sign it and return it to us, and I will send you the documents.

Thanks!

Crystal J. Parker
Jackson Walker L.L.P.
713-752-4217

From: Parker, Crystal
Sent: Monday, October 20, 2008 6:29 PM
To: 'James Holmes'
Cc: Babcock, Chip; 'gimlawoffice@gmail.com'; Adair, Kathy; Senneff, Angie
Subject: Production of privileged documents

Jamey,

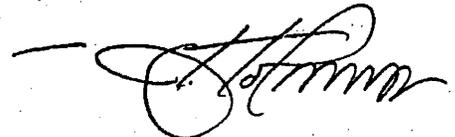
We will agree to produce the documents we have discussed (listed below) with the following agreement. We have made a few changes to the version you sent us.

Eric Albritton agrees to withdraw his Motion to De-Designate Confidential documents with prejudice and agrees not to move to de-designate (1) any documents that were the subject of Plaintiff's Motion Challenging Designation of Certain Documents as Confidential or to Modify the Protective Order ("the Motion") and (2) any documents that are the subject of this agreement. In exchange, Cisco agrees to produce the following documents within three business days with the redactions indicated below. Eric Albritton expressly agrees that all of the following documents will be treated as privileged and are being produced as Highly Confidential documents pursuant to the Protective Order entered in this

case because of the unique nature of this case.

Documents to be produced (numbers referenced are from Cisco's privilege log):

- 37-41 Marta Beckwith email forwarding Michael Smith article re: ESN litigation;
 - 43 Marta Beckwith email informing Victoria Maroulis that Rick Frenkel was the Trolltracker (REDACTED);
 - 44 Marta Beckwith email forwarding Michael Smith article re: ESN litigation;
 - 87 Marta Beckwith email informing Bhavsar & Showalter that Rick Frenkel was the Trolltracker (REDACTED);
 - 89 Marta Beckwith email informing Showalter and others at Baker Botts that Rick Frenkel was the Trolltracker (REDACTED);
 - 94 Marta Beckwith email to "gchambers@mckoolsmith.com re: discussions of changes in EDTX local rules;
 - 109-18, 122-25 Email chain between Yen and Chandler re: timing of events with respect to October 17, 2008 Trolltracker postings;
 - 138-40 Frenkel email re: patent statistics;
 - 141-44, 146-49 Yen email to Frenkel re: timing of events with respect to October 17, 2008 Trolltracker postings;
 - 154-56 Tanielian email re" patent litigation statistics;
 - 255 Marta Beckwith email to "ip-team" re: proposed amendments to EDTX local rules;
 - 264-65 Yen email re: rumors regarding ESN filing;
 - 287 Yen email to Noh forwarding copies of ESN complaints;
 - 324 Yen email to Noh attaching copy of amended ESN complaint;
 - 126 Chandler email re: potential conversation with local counsel regarding filing of ESN lawsuit;
 - 134-37 Comments in response to legal strategy re: timing of the filing of ESN litigation;
 - 169 Pankratz email attaching both online versions of the ESN complaint;
 - 204 Zahner email attaching papers served on ESN and notices from court;
 - 227-28 Renfree email attaching ESN's amended complaint;
 - 231-33 Ritter email re: trying to get in touch by phone to discuss response to ESN Motion;
 - 254 Yen email re: selection of counsel
 - 256 Yen email re: calling potential counsel;
 - 261 Pankratz email attaching exhibits to ESM complaint;
 - 276-77 Showalter email concerning contents of complaint and subject matter jurisdiction;
 - 327-31 Frenkel email re: transfer of ESN case to Texas.
- 103-05, 167-68, 192-94, 212, 234-37, 250-51, 257-60, 269-72 & 278-81.

Agreed — 

Hepburn, Mary

From: Parker, Crystal
Sent: Wednesday, October 29, 2008 2:44 PM
To: Hepburn, Mary
Cc: Adair, Kathy; Senneff, Angie
Subject: FW: Agreement for Deposition Testimony in Albritton v Cisco etal

Please add this to my notebook under Discovery. Thanks!

Crystal J. Parker
Jackson Walker L.L.P.
713-752-4217

From: James Holmes [mailto:jh@jamesholmeslaw.com]
Sent: Friday, October 24, 2008 4:59 PM
To: Babcock, Chip
Cc: gjmlawoffice@gmail.com; Parker, Crystal
Subject: Re: Agreement for Deposition Testimony in Albritton v Cisco etal

My client and I agree. See you Monday.

James Holmes



THE LAW OFFICE OF JAMES HOLMES
A PROFESSIONAL CORPORATION

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10/29/2008

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On Oct 24, 2008, at 4:01 PM, Babcock, Chip wrote:

Jamey/George,

The parties to the above referenced suit agree that any answer given at a deposition will not waive the attorney/client or attorney work product privileges and that the parties may designate any answer given at a deposition as confidential under the protective order which allows protection of privileged information. This does not preclude the invocation of a privilege at any deposition nor does it prohibit any party from moving to compel the answer to any question which has not been answered at the deposition.

If this represents our agreement please say so by return email.

Thanks,

Chip Babcock

10/29/2008