

# Exhibit 1

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14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

17 TWITTER, INC., a Delaware corporation,  
18 Plaintiff,  
19 v.  
20 SKOOTLE, CORP., a Tennessee corporation;  
21 and JAMES KESTER, an individual  
22 Defendants.

CASE NO. 3:12-CV-1721 SI

**SKOOTLE CORP.'S RESPONSES AND  
OBJECTIONS TO TWITTER'S  
INTERROGATORIES [SET ONE]**

Filing Date: April 5, 2012  
Trial Date: NONE SET

23 PROPOUNDING PARTY: TWITTER, INC.  
24 RESPONDING PARTY: SKOOTLE CORP.  
25 SET NUMBER: ONE (1)

1 Defendant Skootle Corp. (“Skootle”) hereby responds and objects to Plaintiff Twitter, Inc.’s  
2 (“Twitter”) Interrogatories, Set Number One, as follows:

3 **GENERAL OBJECTIONS**

4 Each of Skootle’s responses herein, in addition to any specifically stated objections, is subject  
5 to and incorporates the following general objections:

6 1. Skootle objects to each of the interrogatories and the definitions to the extent they  
7 purport to impose obligations greater or more extensive than those required by the Federal Rules of  
8 Civil Procedure, the Local Rules of the United States District Court – Northern District of California,  
9 or other applicable law.

10 2. Skootle objects to each of the interrogatories and definitions to the extent they purport  
11 to impose a burden of producing documents that cannot be found in the course of a reasonable search.

12 3. Skootle objects to each of the interrogatories to the extent it seeks information that is  
13 neither relevant to any claim or defense raised in this litigation, nor reasonably calculated to lead to  
14 the discovery of admissible evidence.

15 4. Skootle objects to each of the interrogatories to the extent it is unreasonably  
16 cumulative or duplicative of other discovery requests, or seeks documents that are obtainable from  
17 some other source that is more convenient, less burdensome, or less expensive.

18 5. Skootle objects to each of the interrogatories to the extent it is overbroad, harassing,  
19 oppressive, or unduly burdensome.

20 6. Skootle objects to each of the interrogatories to the extent it seeks information for  
21 which the burden or expense of obtaining and disclosing outweighs its likely benefit in resolving the  
22 issues of this action.

23 7. Skootle objects to each of the interrogatories to the extent it fails to describe with  
24 reasonable particularity the information requested.

25 8. Skootle objects to each of the interrogatories to the extent it seeks information that is  
26 protected from production by the attorney-client privilege, work product immunity, and/or any other  
27 privilege, immunity, or exemption.

28 9. Skootle objects to each of the interrogatories to the extent it is vague or ambiguous.



1 Subject to and without waiver of the foregoing general and specific objections, Skootle,  
2 responding with respect to itself alone as it relates to the TweetAdder software responds as follows:  
3 Skootle opened a Twitter account on or about April or May 2009.

4 **INTERROGATORY NO. 2:**

5 Identify, by user name preceded by the @ symbol, each and every Twitter account opened by,  
6 for, or on behalf of, or at the direction of Skootle or any of its owners, executives, directors,  
7 managers, officers or employees.

8 **RESPONSE TO INTERROGATORY NO. 2:**

9 In addition to the foregoing general objections, which are expressly incorporated herein,  
10 Skootle objects to this request on the grounds and to the extent that it (1) is overbroad and unduly  
11 burdensome; (2) seeks information outside Skootle’s possession, custody or control; and (3) seeks  
12 information irrelevant to the claims and defenses at issue in this action and is not reasonably  
13 calculated to lead to the discovery of admissible evidence.

14 Subject to and without waiver of the foregoing general and specific objections, Skootle,  
15 responding with respect to itself alone as it relates to the TweetAdder software responds as follows:  
16 @tweetadder.

17 **INTERROGATORY NO. 3:**

18 Identify, by name, each and every current and former full-time, part-time, or temporary  
19 employee, independent contractor, consultant, executive, manager, officer, owner, and/or member of  
20 the board of directors of Skootle.

21 **RESPONSE TO INTERROGATORY NO. 3:**

22 In addition to the foregoing general objections, which are expressly incorporated herein,  
23 Skootle objects to this request on the grounds and to the extent that it (1) seeks information irrelevant  
24 to the claims and defenses at issue in this action and is not reasonably calculated to lead to the  
25 discovery of admissible evidence.

26 Subject to and without waiver of the foregoing general and specific objections, Skootle  
27 responds as follows: James Kester, Troy Fales, Amanda Kester, Rachel Dessart Jones, Robert Jung.  
28

1 **INTERROGATORY NO. 4:**

2 Identify the material terms and effective date of each and every version of the Twitter Terms  
3 of Service to which Skootle contends it agreed.

4 **RESPONSE TO INTERROGATORY NO. 4:**

5 In addition to the foregoing general objections, which are expressly incorporated herein,  
6 Skootle objects to this request on the grounds and to the extent that it (1) assumes Skootle contends it  
7 agreed to any version of the Twitter Terms of Service; (2) is vague and ambiguous as to the definition  
8 of the terms “material terms” and “effective date;” and (3) calls for a legal conclusion.

9 Subject to and without waiver of the foregoing general and specific objections, Skootle  
10 responds as follows: Skootle opened a Twitter account on or about April or May 2009 and agreed to  
11 any terms of service in place at that time.

12 **INTERROGATORY NO. 5:**

13 Identify, with precision and specificity, the name, version number, and release date of each  
14 and every version of the TweetAdder software ever marketed, sold, licensed, leased, distributed,  
15 disseminated, or offered for sale, license, lease, distribution, or dissemination.

16 **RESPONSE TO INTERROGATORY NO. 5:**

17 In addition to the foregoing general objections, which are expressly incorporated herein,  
18 Skootle objects to this request on the grounds and to the extent that it is vague and ambiguous as to  
19 the definition of the term “precision and specificity.”

20 Subject to and without waiver of the foregoing general objections, Skootle responds as  
21 follows: There are no names, version numbers, or release dates for any version of the TweetAdder  
22 software. Any changes to the TweetAdder software are made directly to the source code. Skootle  
23 does not keep records of when or what changes are made to the TweetAdder software.

24 **INTERROGATORY NO. 6:**

25 Identify with precision and specificity the means by which the TweetAdder software is  
26 designed to access the Twitter service, including whether or not such means make use of Twitter’s  
27 Application Programming Interface and OAuth authentication protocol.

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1 **RESPONSE TO INTERROGATORY NO. 6:**

2 In addition to the foregoing general objections, which are expressly incorporated herein,  
3 Skootle objects to this request on the grounds and to the extent that it (1) is vague and ambiguous as  
4 to the definition of the term “precision and specificity;” and (2) seeks information not in Skootle’s  
5 possession, custody, or control.

6 Subject to and without waiver of the foregoing general and specific objections, Skootle  
7 responds as follows: Skootle is without sufficient knowledge or information to respond to this  
8 interrogatory at this time. Skootle reserves his right to modify or amend this response as his  
9 investigation continues.

10 **INTERROGATORY NO. 7:**

11 Identify, with precision and specificity, the first date on which James Kester visited  
12 twitter.com

13 **INTERROGATORY NO. 7:**

14 In addition to the foregoing general objections, which are expressly incorporated herein,  
15 Skootle objects to this request on the grounds and to the extent that it (1) is vague and ambiguous as  
16 to the definition of the term “precision and specificity;” (2) seeks information irrelevant to the claims  
17 and defenses in this case and is not reasonably calculated to lead to the discovery of admissible  
18 evidence; and (3) seeks information outside Skootle’s possession, custody, or control.

19 Subject to and without waiver of the foregoing general and specific objections, Skootle  
20 responds as follows: On or before March 2009.

21 **INTERROGATORY NO. 8:**

22 Identify every person who planned, programmed, contributed code to, or otherwise developed  
23 the software for any version of the TweetAdder software.

24 **RESPONSE TO INTERROGATORY NO. 8:**

25 In addition to the foregoing general objections, which are expressly incorporated herein,  
26 Skootle objects to this request on the grounds and to the extent that it is vague and ambiguous as to  
27 the definition of the term “planned.”  
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1 Subject to and without waiver of the foregoing general and specific objections, Skootle  
2 responds as follows: James Kester and Troy Fales.

3 **INTERROGATORY NO. 9:**

4 Identify, with precision and specificity, the date on which the “scheduled Tweets” feature of  
5 the TweetAdder software was first included in any version of the TweetAdder software.

6 **RESPONSE TO INTERROGATORY NO. 9:**

7 In addition to the foregoing general objections, which are expressly incorporated herein,  
8 Skootle objects to this request on the grounds and to the extent that it (1) is vague and ambiguous as  
9 to the definition of the term “precision and specificity;” and (2) seeks information irrelevant to the  
10 claims and defenses in this case and is not reasonably calculated to lead to the discovery of  
11 admissible evidence.

12 Subject to and without waiver of the foregoing general and specific objections, Skootle  
13 responds as follows: The “scheduled Tweets” feature has always been a part of the TweetAdder  
14 software beginning with its release on or about May 28, 2009.

15 **INTERROGATORY NO. 10:**

16 Identify, with precision and specificity, the date on which the “automatic follow back” feature  
17 of the TweetAdder software was first included in any version of the TweetAdder software.

18 **RESPONSE TO INTERROGATORY NO. 10:**

19 In addition to the foregoing general objections, which are expressly incorporated herein,  
20 Skootle objects to this request on the grounds and to the extent that it (1) is vague and ambiguous as  
21 to the definition of the term “precision and specificity;” and (2) seeks information irrelevant to the  
22 claims and defenses in this case and is not reasonably calculated to lead to the discovery of  
23 admissible evidence.

24 Subject to and without waiver of the foregoing general and specific objections, Skootle  
25 responds as follows: The “automatic follow back” feature has always been a part of the TweetAdder  
26 software beginning with its release on or about May 28, 2009.

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1 **INTERROGATORY NO. 11:**

2 Identify, with precision and specificity, the date on which the “automatic un-follow” feature  
3 of the TweetAdder software was first included in any version of the TweetAdder software.

4 **RESPONSE TO INTERROGATORY NO. 11:**

5 In addition to the foregoing general objections, which are expressly incorporated herein,  
6 Skootle objects to this request on the grounds and to the extent that it (1) is vague and ambiguous as  
7 to the definition of the term “precision and specificity;” and (2) seeks information irrelevant to the  
8 claims and defenses in this case and is not reasonably calculated to lead to the discovery of  
9 admissible evidence.

10 Subject to and without waiver of the foregoing general and specific objections, Skootle  
11 responds as follows: The “automatic un-follow” feature has always been a part of the TweetAdder  
12 software beginning with its release on or about May 28, 2009.

13  
14 Date: September 14, 2012

COLT / WALLERSTEIN LLP

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16 By:  \_\_\_\_\_

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Nicole M. Norris  
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