

EXHIBIT W

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9
10 Attorneys for Defendant/Counter-Plaintiff
AMERICAN BLIND AND WALLPAPER
FACTORY, INC.

11
12 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

13 GOOGLE INC., a Delaware corporation,

14 Plaintiff,

15 v.

16 AMERICAN BLIND & WALLPAPER
FACTORY, INC., a Delaware corporation
17 d/b/a decoratetoday.com, Inc.; and DOES 1-
18 100, inclusive,

19 Defendants.

20 AMERICAN BLIND & WALLPAPER
FACTORY, INC., a Delaware corporation
21 d/b/a decoratetoday.com, Inc.,

22 Counter-Plaintiff,

23 v.

24 GOOGLE, INC., AMERICA ONLINE, INC.,
NETSCAPE COMMUNICATIONS
25 CORPORATION, COMPUSERVE
INTERACTIVE SERVICES, INC., ASK
26 JEEVES, INC., and EARTHLINK, INC.

27 Counter-Defendants/
Third-Party Defendants
28

Case No. C 03-5340-JF (EAD)

**AMERICAN BLIND & WALLPAPER
FACTORY, INC.'S INITIAL
DISCLOSURES PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 26**

1 Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant/Counter-Plaintiff
2 American Blind & Wallpaper Factory, Inc. ("American Blind") hereby makes the following Initial
3 Disclosures as follows:

4 **GENERAL OBJECTIONS**

5
6 1. The following disclosures are based upon information reasonably available to, and currently
7 in the possession, custody or control of, American Blind. To the best of American Blind's knowledge,
8 information and belief, these disclosures are complete and correct as of the date they are made.
9 American Blind anticipates that it will obtain additional facts, identify additional persons who may
10 have knowledge relevant to the issues in this action, and identify additional documents relevant to the
11 factual disputes in this action through their continuing pre-trial research, investigation and analysis and
12 through discovery of Plaintiff/Counter-Defendant Google, Inc., the Third-Party Defendants, and/or
13 other third parties. American Blind expressly reserves its rights: (a) to make subsequent revision,
14 supplementation or amendment to these disclosures based upon any information, evidence, documents,
15 facts and things which hereafter may be discovered, or the relevance of which may hereafter be
16 discovered; and (b) to produce, introduce or rely upon additional or subsequently acquired or
17 discovered writings, evidence and information at trial or in any pre-trial proceedings held herein.

18 2. American Blind objects to producing any documents or other tangible things that are, or
19 fairly constitute, trade secrets or that otherwise contain confidential, proprietary or sensitive
20 information until the entry of an appropriate Protective Order governing the disclosure and
21 dissemination of such information.

22 **WITNESSES**

23
24 As of the date of these Initial Disclosures, American Blind believes, based on information
25 reasonably available to it, that the following individuals may have information that American Blind
26 may use to support its case:

27 1. Steve Katzman, CEO & President, American Blind
28

1 Mr. Katzman can be contacted through counsel for American Blind.

2 Mr. Katzman has knowledge regarding American Blind's trademarks, the amount of
3 time and money spent by American Blind building up the value of its trademarks, American Blind's ad
4 campaign with Google, Google's sale of American Blind's trademarks as Keywords to American
5 Blind's competitors, the confusion suffered by American Blind's customers and prospective customers
6 due to the "Sponsored Links" posted by Google in response to a search for American Blind's
7 trademarks, American Blind's negotiations with Google regarding halting the sale of American Blind's
8 trademarks as Keywords as part of Google's AdWords Program, and the damages suffered by
9 American Blind as a result of Google's sale of American Blind's trademarks as Keywords as part of
10 Google's AdWords Program.

11 2. Joe Charno, Vice President of Marketing, Advertising & E-Commerce, American Blind

12 Mr. Charno can be contacted through counsel for American Blind.

13 Mr. Charno has knowledge regarding American Blind's trademarks, the amount of time
14 and money spent by American Blind building up the value of its trademarks, American Blind's ad
15 campaign with Google, Google's sale of American Blind's trademarks as keywords to American
16 Blind's competitors, the confusion suffered by American Blind's customers and prospective customers
17 due to the "Sponsored Links" posted by Google in response to a search for American Blind's
18 trademarks, American Blind's negotiations with Google regarding halting the sale of American Blind's
19 trademarks as Keywords as part of Google's AdWords Program, and the damages suffered by
20 American Blind as a result of Google's sale of American Blind's trademarks as Keywords as part of
21 Google's AdWords Program.

22 3. Bill Smith, Ecommerce Advisor, American Blind

23 Mr. Smith can be contacted through counsel for American Blind.

24 Mr. Smith has knowledge regarding American Blind's trademarks, the amount of time
25 and money spent by American Blind building up the value of its trademarks, American Blind's ad
26 campaign with Google, Google's sale of American Blind's trademarks as keywords to American
27 Blind's competitors, the confusion suffered by American Blind's customers and prospective customers
28

1 due to the "Sponsored Links" posted by Google in response to a search for American Blind's
2 trademarks, American Blind's negotiations with Google regarding halting the sale of American Blind's
3 trademarks as Keywords as part of Google's AdWords Program, and the damages suffered by
4 American Blind as a result of Google's sale of American Blind's trademarks as Keywords as part of
5 Google's AdWords Program.

6
7 4. Jeff Alderman, Ecommerce Relationship Manager, American Blind

8 Mr. Alderman can be contacted through counsel for American Blind.

9 Mr. Alderman has knowledge regarding American Blind's trademarks, the amount of
10 time and money spent by American Blind building up the value of its trademarks, American Blind's ad
11 campaign with Google, Google's sale of American Blind's trademarks as keywords to American
12 Blind's competitors, the confusion suffered by American Blind's customers and prospective customers
13 due to the "Sponsored Links" posted by Google in response to a search for American Blind's
14 trademarks, American Blind's negotiations with Google regarding halting the sale of American Blind's
15 trademarks as Keywords as part of Google's AdWords Program, and the damages suffered by
16 American Blind as a result of Google's sale of American Blind's trademarks as Keywords as part of
17 Google's AdWords Program.

18 5. Scott Powers, Ecommerce Coordinator, American Blind

19 Mr. Powers can be contacted through counsel for American Blind.

20 Mr. Powers has knowledge regarding American Blind's trademarks, the amount of time
21 and money spent by American Blind building up the value of its trademarks, American Blind's ad
22 campaign with Google, Google's sale of American Blind's trademarks as keywords to American
23 Blind's competitors, the confusion suffered by American Blind's customers and prospective customers
24 due to the "Sponsored Links" posted by Google in response to a search for American Blind's
25 trademarks, American Blind's negotiations with Google regarding halting the sale of American Blind's
26 trademarks as Keywords as part of Google's AdWords Program, and the damages suffered by
27 American Blind as a result of Google's sale of American Blind's trademarks as Keywords as part of
28 Google's AdWords Program.

1 6. Rick Steele, Select Blinds

2 American Blind believes that Mr. Steele has knowledge regarding Google's sale of
3 American Blind's trademarks as keywords to American Blind's competitors, Google's AdWords
4 Keywords Suggestions feature, and the American Blind optimization campaign.

5
6 7. Sergey Brin, Google

7 Mr. Brin has knowledge regarding Google's advertising policies, Google's corporate
8 philosophy, pending litigation, advertising revenues, and profits, including statements made on a 60
9 Minutes segment aired on January 2, 2005, in Playboy Magazine, in corporate filings, and elsewhere.

10 8. Larry Page, Google

11 Mr. Page has knowledge regarding Google's advertising policies, Google's corporate
12 philosophy, pending litigation, advertising revenues, and profits, including statements made on a 60
13 Minutes segment aired on January 2, 2005, in Playboy Magazine, in corporate filings, and elsewhere.

14
15 9. Eric Schmidt, Google

16 Mr. Schmidt has knowledge regarding Google's advertising policies, Google's
17 corporate philosophy, pending litigation, advertising revenues, and profits, including statements made
18 on a 60 Minutes segment aired on January 2, 2005, in Playboy Magazine, in corporate filings, and
19 elsewhere.

20 10. Kristina C., Google

21 American Blind believes that Kristina C. has knowledge regarding American Blind's ad
22 campaign with Google, the amount of money American Blind pays Google for American Blind's own
23 ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
24 competitors, Google's AdWords Keywords Suggestions feature, the American Blind optimization
25 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
26 Keywords to American Blind's competitors.

27
28 11. Jill Randell, Google

1 American Blind believes that Ms. Randell has knowledge regarding American Blind's
2 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
3 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
4 competitors, Google's AdWords Keywords Suggestions feature, the American Blind optimization
5 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
6 Keywords to American Blind's competitors.

7
8 12. Carrie Chung, Google

9 American Blind believes that Ms. Chung has knowledge regarding American Blind's ad
10 campaign with Google, the amount of money American Blind pays Google for American Blind's own
11 ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
12 competitors, Google's AdWords Keywords Suggestions feature, the American Blind optimization
13 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
14 Keywords to American Blind's competitors.

15 13. Allison Maranz, Google

16 American Blind believes that Ms. Maranz has knowledge regarding American Blind's
17 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
18 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
19 competitors, Google's AdWords Keywords Suggestions feature, the American Blind optimization
20 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
21 Keywords to American Blind's competitors.

22 14. Laura Balkovich, Google

23 American Blind believes that Ms. Balkovich has knowledge regarding American
24 Blind's ad campaign with Google, the amount of money American Blind pays Google for American
25 Blind's own ad campaign, Google's sale of American Blind's trademarks as Keywords to American
26 Blind's competitors, Google's AdWords Keywords Suggestions feature, the American Blind
27 optimization campaign, and the amount of revenue earned by Google by selling American Blind's
28

1 trademarks as Keywords to American Blind's competitors.

2
3 15. Kulpreet Rana, Google

4 American Blind believes that Kulpreet Rana has knowledge regarding Google's
5 AdWords program, Google's policy regarding the sale of trademarks as keywords to advertisers as part
6 of the AdWords program, Google's broad matching algorithm, other lawsuits against Google for sale
7 of a party's trademarks as Keywords as part of the AdWords program, and Google's settlement with
8 other trademark owners regarding the use of trademarks as Keywords.

9 16. Britton Mauchline (n/k/a Britton Picciolini), Google

10 Ms. Picciolini was one of American Blind's primary contacts with Google regarding
11 American Blind's own AdWords campaign, and American Blind's complaints regarding Google's sale
12 of American Blind's trademarks to other as Keywords. American Blind believes that Ms. Picciolini
13 has knowledge regarding American Blind's ad campaign with Google, the amount of money American
14 Blind pays Google for American Blind's own ad campaign, Google's sale of American Blind's
15 trademarks as Keywords to American Blind's competitors, Google's AdWords Keywords Suggestions
16 feature, the American Blind optimization campaign, and the amount of revenue earned by Google by
17 selling American Blind's trademarks as Keywords to American Blind's competitors.

18
19 17. Rose A. Hagan, Google

20 American Blind believes that Ms. Hagan has knowledge regarding Google's AdWords
21 program, Google's policy regarding the sale of trademarks as keywords to advertisers as part of the
22 AdWords program, Google's broad matching algorithm, other lawsuits against Google for sale of a
23 party's trademarks as Keywords as part of the AdWords program, and Google's settlement with other
24 trademark owners regarding the use of trademarks as Keywords.

25 18. K. Robertson, Google

26 American Blind believes that K. Robertson has knowledge regarding American Blind's
27 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
28 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's

1 competitors, and the amount of revenue earned by Google by selling American Blind's trademarks as
2 Keywords to American Blind's competitors.

3
4 19. Charles A. Kilmer, Advertiser on Google

7008 Tyndale Street, Mclean, VA 22101

5 American Blind believes that Mr. Kilmer has knowledge regarding Google's sale of
6 American Blind's trademarks as Keywords to American Blind's competitors as part of Google's
7 AdWords Program, Google's AdWords Keywords Suggestions feature, and the American Blind
8 optimization campaign.

9
10 20. Evan Scott, Advertiser on Google

1466 Laurel Oaks Drive, Streamwood, IL 60107

11 American Blind believes that Mr. Scott has knowledge regarding Google's sale of
12 American Blind's trademarks as Keywords to American Blind's competitors as part of Google's
13 AdWords Program, Google's AdWords Keywords Suggestions feature, and the American Blind
14 optimization campaign.

15
16 21. Jeff Edwards, Google

17 American Blind believes that Mr. Edwards has knowledge regarding American Blind's
18 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
19 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
20 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization
21 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
22 Keywords to American Blind's competitors.

23
24 22. Kimberli Heard, Google

25 American Blind believes that Ms. Heard has knowledge regarding American Blind's ad
26 campaign with Google, the amount of money American Blind pays Google for American Blind's own
27 ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
28 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization

1 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
2 Keywords to American Blind's competitors.

3
4 23. A. Dimarco, Google

5 American Blind believes that A. Dimarco has knowledge regarding American Blind's
6 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
7 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
8 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization
9 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
10 Keywords to American Blind's competitors.

11 24. John DiCola, Google

12 American Blind believes that Mr. DiCola has knowledge regarding American Blind's
13 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
14 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
15 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization
16 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
17 Keywords to American Blind's competitors.

18 25. Caroline Escobar, Google

19 American Blind believes that Ms. Escobar has knowledge regarding American Blind's
20 ad campaign with Google, the amount of money American Blind pays Google for American Blind's
21 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
22 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization
23 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
24 Keywords to American Blind's competitors.

25
26 26. Emily Nichols, Google

27 American Blind believes that Ms. Nichols has knowledge regarding American Blind's
28 ad campaign with Google, the amount of money American Blind pays Google for American Blind's

1 own ad campaign, Google's sale of American Blind's trademarks as Keywords to American Blind's
2 competitors, Google's AdWords Keywords Suggestion feature, the American Blind optimization
3 campaign, and the amount of revenue earned by Google by selling American Blind's trademarks as
4 Keywords to American Blind's competitors.

5
6 27. Hema Prashad, Google

7 American Blind believes that Hema Prashad has knowledge regarding American
8 Blind's ad campaign with Google, the amount of money American Blind pays Google for American
9 Blind's own ad campaign, Google's sale of American Blind's trademarks as Keywords to American
10 Blind's competitors, and the amount of revenue earned by Google by selling American Blind's
11 trademarks as Keywords to American Blind's competitors.

12 28. A corporate representative of eRank.com

13 American Blind believes that this corporate representative has knowledge regarding
14 Google's sale of American Blind's trademarks as keywords to American Blind's competitors,
15 Google's AdWords Keywords Suggestions feature, and the American Blind optimization campaign.

16
17 29. A corporate representative of The Blind Factory

18 American Blind believes that this corporate representative has knowledge regarding
19 Google's sale of American Blind's trademarks as keywords to American Blind's competitors,
20 Google's AdWords Keywords Suggestions feature, and the American Blind optimization campaign.

21 30. A corporate representative of wallpaperstore.com

22 American Blind believes that this corporate representative has knowledge regarding
23 Google's sale of American Blind's trademarks as keywords to American Blind's competitors,
24 Google's AdWords Keywords Suggestions feature, and the American Blind optimization campaign.

25
26 31. A corporate representative of SelectBlinds.com

27 American Blind believes that this corporate representative has knowledge regarding
28 Google's sale of American Blind's trademarks as keywords to American Blind's competitors,

1 Google's AdWords Keywords Suggestions feature, and the American Blind optimization campaign.

2 32. A corporate representative of America Online, Inc.

3 American Blind believes that this corporate representative has knowledge regarding
4 America Online, Inc.'s relationship with Google, the revenues and profits earned by America Online,
5 Inc. from posting Google's "Sponsored Links" in response to searches on its website, America Online,
6 Inc.'s policy regarding the sale of trademarks as Keywords, and damages suffered by American Blind
7 as a result of Google's sale of American Blind's trademarks as Keywords as part of Google's
8 AdWords Program.
9

10 33. A corporate representative of Netscape Communications Corp.

11 American Blind believes that this corporate representative has knowledge regarding
12 Netscape Communications Corp.'s relationship with Google, the revenues and profits earned by
13 Netscape Communications Corp. from posting Google's "Sponsored Links" in response to searches on
14 its website, Netscape Communications Corp.'s policy regarding the sale of trademarks as Keywords,
15 and damages suffered by American Blind as a result of Google's sale of American Blind's trademarks
16 as Keywords as part of Google's AdWords Program.
17

18 34. A corporate representative of Compuserve Interactive Services, Inc.

19 American Blind believes that this corporate representative has knowledge regarding
20 Compuserve Interactive Services, Inc.'s relationship with Google, the revenues and profits earned by
21 Compuserve Interactive Services, Inc. from posting Google's "Sponsored Links" in response to
22 searches on its website, Compuserve Interactive Services, Inc.'s policy regarding the sale of
23 trademarks as Keywords, and damages suffered by American Blind as a result of Google's sale of
24 American Blind's trademarks as Keywords as part of Google's AdWords Program.
25

26 35. A corporate representative of Ask Jeeves, Inc.

27 American Blind believes that this corporate representative has knowledge regarding
28 Ask Jeeves, Inc.'s relationship with Google, the revenues and profits earned by Ask Jeeves, Inc. from
posting Google's "Sponsored Links" in response to searches on its website, Ask Jeeves, Inc.'s policy

1 regarding the sale of trademarks as Keywords, and damages suffered by American Blind as a result of
2 Google's sale of American Blind's trademarks as Keywords as part of Google's AdWords Program.

3
4 36. A corporate representative of Earthlink, Inc.

5 American Blind believes that this corporate representative has knowledge regarding
6 Earthlink, Inc.'s relationship with Google, the revenues and profits earned by Earthlink, Inc. from
7 posting Google's "Sponsored Links" in response to searches on its website, Earthlink, Inc.'s policy
8 regarding the sale of trademarks as Keywords, and damages suffered by American Blind as a result of
9 Google's sale of American Blind's trademarks as Keywords as part of Google's AdWords Program.

10 37. A corporate representative of Overture Services Inc. n/k/a Yahoo! Search Marketing Group
11 ("Overture")

12 American Blind believes that this corporate representative has knowledge regarding
13 Overture's policy regarding the sale of trademarks as keywords or search terms, the confusion suffered
14 by Internet users that results from the sale of trademarks as keywords or search terms, revenues and
15 profits derived from the sale of keywords and search terms, and the technology used to prevent
16 advertisers from bidding on and/or purchasing the trademarks of others.

17 **DOCUMENTS**

18 Pursuant to Rule 26(a)(1)(B) of the Federal Rules of Civil Procedure and subject to the General
19 Objections stated above, American Blind identifies the following category of documents that American
20 Blind may use to support its case:

21 38. Screen prints of the Google search results page showing that American Blind's competitors'
22 advertisements appear in response to searches for American Blind's trademarks.

23
24 39. Screen prints of the Google search results page from September 17, 2004 from users
25 performing searches for American Blind's trademarks in San Jose, California and other geographic
26 locations in the United States.

27 40. Google's past and present printed trademark policies.
28

1 41. Documents filed by Google with the Securities and Exchange Commission in connection
2 with and subsequent to Google's initial public offering.

3 42. Various e-mail and letter communications between American Blind and Google regarding
4 American Blind's advertising campaign.

5 43. Various e-mail and letter communications between American Blind and Google regarding
6 American Blind's competitors' use of American Blind's trademarks as Keywords.
7

8 44. Communications between American Blind and some of American Blind's competitors
9 regarding the competitors' use of American Blind's trademarks as keywords for Google's AdWords
10 Program.
11

12 45. Assorted financial data from American Blind to prove the damages suffered by American
13 Blind as a result of Google's sale of American Blind's trademarks as Keywords.

14 46. Communications between Google and its advertisers illustrating the advertisers' purchase
15 of American Blind's trademarks as Keywords.
16

17 47. Overture Services, Inc. n/k/a Yahoo! Search Marketing Group's policy regarding the sale of
18 trademarks as keywords or search terms.

19 48. The transcript of a 60 Minutes segment aired on January 2, 2005 regarding Google.

20 49. The Playboy magazine article regarding Google and its founders.

21 50. Documents evidencing American Blind's rights to the American Blind federally registered
22 and common law trademarks.
23

24 51. The Permanent Injunction Order issued by the United States District Court for the Eastern
25 District of Michigan permanently enjoining a competitor from using American Blind's "trademarks,
26 service marks or the word 'American' in any variation or combination with the word "Blinds" either
27 singular or plural...."
28

1 52. Documents evidencing the strength of American Blind's federally registered and common
2 law trademarks.

3 53. Documents evidencing the proximity and/or similarity of the goods sold by American Blind
4 and American Blind's competitors to whom Google sells American Blind's trademarks as keywords.
5

6 54. Documents evidencing the similarity between the American Blind trademarks and the
7 keywords sold by Google to American Blind's competitors.

8 55. Documents evidencing confusion by customers and potential customers as a result of
9 Google's sale of American Blind's federally registered and common law trademarks to American
10 Blind's competitors as keywords.

11 56. Research and studies indicating that consumers are confused by the sale of trademarks as
12 keywords.
13

14 57. Documents evidencing that American Blind and American Blind's competitors to whom
15 Google sells American Blind's federally registered and common law trademarks as keywords are using
16 the same marketing channels.
17

18 58. Documents evidencing the type of goods sold by American Blind and the degree of care
19 likely to be exercised by the purchaser of American Blind's goods.
20

21 DAMAGES

22 American Blind is unable to quantify its damages at this early stage of this litigation.
23 American Blind's damages result from lost Internet traffic, lost sales, and lost visibility because
24 customers and potential customers are diverted to competitors' websites due to Google's illegal sale of
25 American Blind's trademarks to American Blind's competitors. American Blind is also damaged
26 because its brand name is diluted and tarnished, which has resulted in further lost sales. However,
27 much of the information that American Blind (and its expert witnesses) will require for American
28 Blind's damages computation is in Google's possession and has not been produced to American Blind.

1 Until American Blind obtains discovery from Google, for example, it cannot know how much Internet
2 traffic has been diverted to its competitors' websites by Google's "Sponsored Links" that were
3 triggered by searches for American Blind's trademarks.

4 INSURANCE

5 American Blind believes that it does not have insurance coverage covering the types of
6 claims asserted in this case.

7 Dated: April 27, 2005

8 HOWREY SIMON ARNOLD & WHITE,
9 LLP

10 By: 

11 ROBERT N. PHILLIPS

12 David A. Rammelt
13 Susan J. Greenspon
14 Dawn M. Beery
15 KELLEY DRYE & WARREN LLP
16 333 West Wacker Drive, Suite 2600
17 Chicago, IL 60606

18 Attorneys for Defendant/Counter-Plaintiff
19 AMERICAN BLIND AND WALLPAPER
20 FACTORY, INC.
21
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28

PROOF OF SERVICE

I am a citizen of the United States and a resident of the State of California. I am employed in San Francisco County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is 525 Market Street, Suite 3600, San Francisco, CA 94105. On the date set forth below, I served the document(s) described below in the manner described below:

**AMERICAN BLIND & WALLPAPER FACTORY, INC.'S INITIAL DISCLOSURES
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26**

VIA FACSIMILE & U.S. MAIL

Michael H. Page
Mark A. Lemley
Ravind S. Grewal
Keker & Van Nest, LLP
710 Sansome Street
San Francisco, CA 94111
Facsimile: (415) 397-7188

VIA FACSIMILE & U.S. MAIL

Stephen E. Taylor
Jan J. Klohonatz
Taylor & Company Law Offices, Inc.
One Ferry Building, Suite 355
San Francisco, CA 94111
Facsimile: (415) 788-8208

XX (BY FACSIMILE) I am personally and readily familiar with the business practice of Howrey Simon Arnold & White, LLP for collection and processing of document(s) to be transmitted by facsimile and I caused such document(s) on this date to be transmitted by facsimile to the offices of addressee(s) at the numbers listed below.

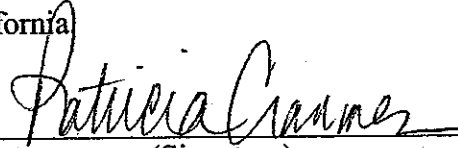
(BY FEDERAL EXPRESS) I am personally and readily familiar with the business practice of Howrey Simon Arnold & White, LLP for collection and processing of correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained by Federal Express for overnight delivery.

(BY MESSENGER SERVICE) by consigning the document(s) to an authorized courier and/or process server for hand delivery on this date.

XX (BY U.S. MAIL) I am personally and readily familiar with the business practice of Howrey Simon Arnold & White, LLP for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at San Francisco, California.

Executed on April 27, 2005, at San Francisco, California

Patricia Cranmer



(Signature)