

**KRAMER DECLARATION EXHIBIT B**

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Digital Envoy, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

DIGITAL ENVOY, INC.,	)	CASE NO.: C 04 01497 RS
	)	
Plaintiff/Counterdefendant,	)	<b>DIGITAL ENVOY'S RESPONSE</b>
	)	<b>TO GOOGLE'S FIRST SET OF</b>
v.	)	<b>REQUESTS FOR ADMISSION</b>
	)	
GOODLE INC.,	)	
	)	
Defendant/Counterclaimant.	)	
	)	
	)	

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Plaintiff/Counterdefendant Digital Envoy Inc. ("Digital Envoy") responds to Google's First set of Requests for Admission as follows:

**RESPONSES TO REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1.**

GOOGLE has paid all monthly fees due to DIGITAL ENVOY under the AGREEMENT.

**RESPONSE**

Admitted.

**REQUEST FOR ADMISSION NO. 27.**

DIGITAL ENVOY has authorized various parties to utilize DIGITAL ENVOY'S data to geotarget advertisements across a network of third party sites.

**RESPONSE**

Admitted.

**REQUEST FOR ADMISSION NO. 28.**

Advertising.com has not breached its license agreement with DIGITAL ENVOY.

**RESPONSE**

Denied.

**REQUEST FOR ADMISSION NO. 29.**

Advertising.com uses DIGITAL ENVOY'S technology to geotarget advertisements to visitors of third party web sites participating in its advertising network.

**RESPONSE**

Denied.

**REQUEST FOR ADMISSION NO. 30.**

DIGITAL ENVOY does not believe that Advertising.com has "distribute[d], disclose[d] or otherwise ma[d]e available" DIGITAL ENVOY'S Database Libraries or any information contained therein to any third party, within the meaning of its license agreement with Advertising.com.

**RESPONSE**

Denied.

**REQUEST FOR ADMISSION NO. 31.**

Double Click has not breached its license agreement with DIGITAL ENVOY.