

**EXHIBIT A TO SUPPLEMENTAL DECLARATION OF  
ROBERT J. WADDELL, JR. IN SUPPORT OF DIGITAL ENVOY'S  
MOTION TO COMPEL**

1 DAVID H. KRAMER, State Bar No. 168452  
STEPHEN C. HOLMES, State Bar No. 200727  
2 WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation  
3 650 Page Mill Road  
Palo Alto, CA 94304-1050  
4 Telephone: (650) 493-9300  
Facsimile: (650) 565-5100

5 Attorneys for Defendant/Counterclaimant  
6 Google Inc.

7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN JOSE DIVISION

11	DIGITAL ENVOY, INC.,	)	CASE NO.: C 04 01497 RS
12		)	
13	Plaintiff/Counterdefendant,	)	<b>GOOGLE INC.'S SUPPLEMENTAL</b>
14	v.	)	<b>AND AMENDED RESPONSES TO</b>
15	GOOGLE INC.,	)	<b>DIGITAL ENVOY'S FIRST SET OF</b>
16		)	<b>DOCUMENT REQUESTS</b>
17	Defendant/Counterclaimant.	)	

18 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and the Civil Local  
19 Rules of the Northern District, Defendant/Counterclaimant Google Inc. ("Google") hereby  
20 supplements and amends its previous responses to the first set of requests for production of  
21 documents served upon it by Plaintiff/Counterdefendant Digital Envoy, Inc., which are hereby  
22 superseded.

23 **GENERAL OBJECTIONS**

24 1. Google objects to each request or interrogatory to the extent that it purports to  
25 impose any requirement or discovery obligation on Google other than those set forth in the  
26 Federal Rules of Civil Procedure and the applicable rules of this Court.  
27

1           2.       Google objects to each request or interrogatory to the extent that it purports to  
2 require Google to disclose information in violation of a legal or contractual obligation of  
3 nondisclosure to a third party. Google will not disclose such information without either the  
4 consent of the relevant third party or a court order compelling production.

5           3.       Google makes these responses solely for the purposes of this action. Each  
6 response is subject to all objections as to competence, relevance, materiality, propriety and  
7 admissibility, and to all other objections on any grounds that would require the exclusion of any  
8 statements if the request or interrogatory were asked of, or statements were made by, a witness  
9 testifying in court. Thus, Google expressly reserves all applicable objections for trial.

10          4.       Google intends no incidental or implied admissions by these responses. Google's  
11 answers or objections to any request or interrogatory should not be taken as an admission that  
12 Google accepts or admit any "facts" set forth or assumed by that request or interrogatory.  
13 Google's answer to part or all of any request or interrogatory is not a waiver by Google of any  
14 objection to that request or interrogatory.

15          5.       Google objects to all discovery relating to any claimed trade secret of Digital  
16 Envoy not identified with particularity to Google pursuant to C.C.P. 2019(d). Google has  
17 repeatedly requested such an identification, but Digital Envoy has still not yet provided a proper  
18 identification. Under Section 2019(d), which is applicable in California federal and state courts,  
19 Digital Envoy may not commence discovery relating to its claimed trade secrets until it provides  
20 Google with an adequate disclosure of its claimed trade secrets. Accordingly, any and all  
21 discovery relating to Digital Envoy's claimed trade secrets remains premature. Subject to and  
22 without waiving the foregoing, Google will respond to discovery relating to Digital Envoy's  
23 claimed trade secrets to the extent possible given Digital Envoy's lack of a proper 2019(d)  
24 identification, but does not accept Digital Envoy's trade secret identification as valid or  
25 sufficient.

26          6.       Google objects to each and every request as unduly burdensome and not  
27 reasonably related to the discovery of admissible evidence to the extent that it calls for  
28 information, documents and things created after Digital Envoy commenced these proceedings.

1           7.       Google objects to each and every request or interrogatory to the extent that it calls  
2 for information, documents, and things protected from discovery by the attorney-client privilege,  
3 the attorney work product doctrine, or any other applicable privilege or immunity. To the extent  
4 that Google produces documents in response to a request or interrogatory, Google will not  
5 produce any document protected by such privileges or immunities, and any inadvertent  
6 production or disclosure shall not be deemed to constitute a waiver of any such privilege or  
7 immunity.

8           8.       Google's response that it will produce documents in response to a request or  
9 interrogatory does not necessarily mean that responsive documents exist, but instead that Google  
10 will produce documents if such documents are located.

11           9.       The subject matter of these requests and interrogatories is under continuing  
12 investigation. It is anticipated that further discovery, investigation and research may supply  
13 additional facts or contentions, all of which may cause changes in or modification of the  
14 following responses. The following responses are given without prejudice to Google's right to  
15 produce evidence of any subsequently discovered or recollected fact, and Google expressly  
16 reserves the right to change or modify any of the following responses as additional facts are  
17 ascertained, analyses are made, legal research is completed, or contentions are made.

18           10.      Google objects to each and every request as overbroad and unduly burdensome to  
19 the extent that it calls for the production of "all" responsive documents. Google's responses are  
20 based upon a reasonable and good faith search, given the time allocated to Google to respond to  
21 the requests, of Google's facilities and files that could reasonably be expected to contain  
22 responsive information. Google will produce only those documents in its possession, custody, or  
23 control that it is able to locate pursuant to a search and inquiry using reasonable diligence and  
24 judgment concerning the whereabouts of responsive documents.

25           11.      Google objects to the requests on the grounds that the time and place specified for  
26 production is unreasonable. To the extent that Google produces documents in response to the  
27 requests, Google will do so at a time and place mutually agreed upon by the parties, and only a  
28 reasonable time after Digital Envoy produces its documents.

1 Google incorporates by reference each and every general objection set forth above into  
2 each and every specific response. From time to time a specific response may repeat a general  
3 objection for emphasis or some other reason. The failure to include any general objection in any  
4 specific response shall not be interpreted as a waiver of any general objection to that response.

5 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

6 **DOCUMENT REQUEST NO. 1:**

7 All documents relating to the Agreement, including all documents relating to the drafting  
8 or negotiation of the Agreement.

9 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

10 In addition to its general objections, Google objects to this request as it relates to Digital  
11 Envoy's claimed trade secrets which Digital Envoy has not yet identified with particularity.  
12 Accordingly, pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
13 Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d)  
14 disclosure, Google has and will, subject to and without waiving its general or specific objections  
15 or its right to make further specific objections upon service of an amended 2019(d) disclosure,  
16 generally produce non-privileged documents that directly refer to or directly discuss the drafting  
17 or negotiation of the Agreement.

18 **DOCUMENT REQUEST NO. 2:**

19 All documents relating to communications relating to Google's and Digital Envoy's  
20 performance under the agreement.

21 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

22 In addition to its general objections, Google objects to this request as it relates to Digital  
23 Envoy's claimed trade secrets which Digital Envoy has not yet identified with particularity.  
24 Accordingly, pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
25 Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d)  
26 disclosure, Google has and will, subject to and without waiving its general or specific objections  
27 or its right to make further specific objections upon service of an amended 2019(d) disclosure,  
28

1 generally produce non-privileged documents that relate to communications relating to Google's  
2 and Digital Envoy's performance under the Agreement.

3 **DOCUMENT REQUEST NO. 3:**

4 All documents relating to Google's uses of Digital Envoy's technology, specifically  
5 including but not limited to documents relating to communication regarding the technology and  
6 technical documents and design drawings relating to Google's implementation or use of the  
7 technology for any purpose (including but not limited to AdWords and AdSense).

8 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

9 In addition to its general objections, Google objects to this request because it is overly  
10 broad and unduly burdensome. Google further objects to this request to the extent it calls for  
11 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
12 evidence. Specifically, the request seeks information concerning uses by Google of Digital  
13 Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue in this  
14 action. Finally, Google objects to this request as it relates to Digital Envoy's claimed trade  
15 secrets which Digital Envoy has not yet identified with particularity. Accordingly, pursuant to  
16 Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet permitted to  
17 serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure, subject to and  
18 without waiving its general or specific objections or its right to make further specific objections  
19 upon service of an amended 2019(d) disclosure, Google responds that it did not use Digital  
20 Envoy's technology, only Digital Envoy's data, and that Google has and will generally produce  
21 non-privileged documents that directly refer to or directly relate to Google's use of Digital  
22 Envoy's data and documents constituting communications that refer to Digital Envoy's data.

23 **DOCUMENT REQUEST NO. 4:**

24 All documents relating to communications relating to any alleged breach of the  
25 Agreement by either Google or Digital Envoy.

26 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

27 In addition to its general objections, Google objects to this request as vague insofar as  
28 Digital Envoy has not specifically identified the conduct by Google that it contends is a breach of

1 the Agreement. Google further objects to this request to the extent it calls for information  
2 relating to Digital Envoy's claimed trade secrets which Digital Envoy has not yet identified with  
3 particularity. Accordingly, pursuant to Section 2019(d) of the California Code of Civil  
4 Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's  
5 inadequate 2019(d) disclosure, subject to and without waiving its general or specific objections  
6 or its right to make further specific objections upon service of an amended 2019(d) disclosure,  
7 Google responds as follows.

8         With respect to documents relating to Digital Envoy's breach of the Agreement, the  
9 responsive documents largely consist of pleadings and correspondence filed in the parties' now-  
10 transferred litigation in the Northern District of Georgia. Google objects to and will not  
11 reproduce those documents which are already readily available to Digital Envoy. Google will,  
12 however, produce documents sufficient to show amounts expended by Google in defense of that  
13 litigation, and is willing to meet and confer with Digital Envoy concerning other non-privileged  
14 documents Digital Envoy believes it is entitled to receive regarding Google's breach of contract  
15 claim.

16 **DOCUMENT REQUEST NO. 5:**

17         All documents relating to Digital Envoy, including documents relating to communication  
18 relating to Digital Envoy.

19 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

20         In addition to its general objections, Google objects to this request to the extent it relates  
21 to Digital Envoy's claimed trade secrets which Digital Envoy has not yet identified with  
22 particularity. Pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
23 Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d)  
24 disclosure, Google has and will, subject to and without waiving its general or specific objections  
25 or its right to make further specific objections upon service of an amended 2019(d) disclosure,  
26 generally produce non-privileged documents that directly refer to or directly discuss Digital  
27 Envoy, and documents constituting communications with Digital Envoy.

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1 **DOCUMENT REQUEST NO. 6:**

2 All documents relating to communication with Digital Envoy.

3 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

4 In addition to its general objections, Google objects to this request to the extent it relates  
5 to Digital Envoy's claimed trade secrets which Digital Envoy has not yet identified with  
6 particularity. Pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
7 Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d)  
8 disclosure, Google has and will, subject to and without waiving its general or specific objections  
9 or its right to make further specific objections upon service of an amended 2019(d) disclosure,  
10 generally produce non-privileged documents that directly refer to or directly discuss Digital  
11 Envoy, and documents constituting communications with Digital Envoy.

12 **DOCUMENT REQUEST NO. 7:**

13 All documents relating to communication leading to Google's decision to place  
14 advertisements on its own web site(s).

15 **RESPONSE TO DOCUMENT REQUEST NO. 7:**

16 In addition to its general objections, Google objects to this request because it is overly  
17 broad and unduly burdensome. Google further objects to this request as vague with respect to  
18 the phrase "place advertisements on its own web site(s)." Google further objects to this request  
19 as calling for information that is irrelevant and not reasonably calculated to lead to the discovery  
20 of admissible evidence. Specifically, the request seeks information concerning uses by Google  
21 of Digital Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue  
22 in this action. Finally, Google objects to this request as it relates to Digital Envoy's claimed  
23 trade secrets which Digital Envoy has not yet identified with particularity. Accordingly,  
24 pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet  
25 permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure,  
26 subject to and without waiving its general or specific objections or its right to make further  
27 specific objections upon service of an amended 2019(d) disclosure, Google responds that it has

28



1 and will generally produce non-privileged documents that directly refer to or directly discuss  
2 Google's decision to introduce its AdWords program.

3 **DOCUMENT REQUEST NO. 8:**

4 All documents relating to communication leading to Google's decision to use Digital  
5 Envoy's technology in placing advertisements on Google's own web site(s).

6 **RESPONSE TO DOCUMENT REQUEST NO. 8:**

7 In addition to its general objections, Google objects to this request because it is overly  
8 broad and unduly burdensome. Google further objects to this request as vague with respect to  
9 the phrases "Digital Envoy's technology" and "placing advertisements on Google's own web  
10 site(s)." Google further objects to this request as calling for information that is irrelevant and not  
11 reasonably calculated to lead to the discovery of admissible evidence. Specifically, the request  
12 seeks information concerning uses by Google of Digital Envoy's technology that Digital Envoy  
13 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
14 request as it relates to Digital Envoy's claimed trade secrets which Digital Envoy has not yet  
15 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
16 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
17 Envoy's inadequate 2019(d) disclosure, subject to and without waiving its general or specific  
18 objections or its right to make further specific objections upon service of an amended 2019(d)  
19 disclosure, Google responds that it did not use Digital Envoy's technology, only Digital Envoy's  
20 data, and that Google has and will generally produce non-privileged documents that directly refer  
21 to or directly relate to Google's use of Digital Envoy's data and documents constituting  
22 communications that refer to Digital Envoy's data.

23 **DOCUMENT REQUEST NO. 9:**

24 All documents relating to communication leading to Google's decision to offer  
25 advertisers options incorporating the use of Digital Envoy's technology for advertisements  
26 placed on Google's own web site(s).

27  
28

1 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

2 In addition to its general objections, Google objects to this request because it is overly  
3 broad and unduly burdensome. Google further objects to this request as vague with respect to  
4 the phrases "Digital Envoy's technology" and "advertisements placed on Google's own web  
5 site(s)." Google further objects to this request as calling for information that is irrelevant and not  
6 reasonably calculated to lead to the discovery of admissible evidence. Specifically, the request  
7 seeks information concerning uses by Google of Digital Envoy's technology that Digital Envoy  
8 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
9 request as it relates to Digital Envoy's claimed trade secrets which Digital Envoy has not yet  
10 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
11 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
12 Envoy's inadequate 2019(d) disclosure, subject to and without waiving its general or specific  
13 objections or its right to make further specific objections upon service of an amended 2019(d)  
14 disclosure, Google responds that it did not use Digital Envoy's technology, only Digital Envoy's  
15 data, and that Google has and will generally produce non-privileged documents that directly refer  
16 to or directly discuss Google's decision to offer advertisers the potential to geo-target  
17 advertisements purchased through Google.

18 **DOCUMENT REQUEST NO. 10:**

19 All documents relating to communication leading to Google's decision to place  
20 advertisements on third party web sites.

21 **RESPONSE TO DOCUMENT REQUEST NO. 10:**

22 In addition to its general objections, Google objects to this request because it is overly  
23 broad and unduly burdensome. Google also objects to the request as vague with respect to what  
24 is meant by "place advertisements." Google further objects to this request as calling for  
25 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
26 evidence. Specifically, the request seeks information concerning uses by Google of Digital  
27 Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue in this  
28 action. Finally, Google objects to this request as it relates to Digital Envoy's claimed trade

1 secrets which Digital Envoy has not yet identified with particularity. Accordingly, pursuant to  
2 Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet permitted to  
3 serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure, subject to and  
4 without waiving its general or specific objections or its right to make further specific objections  
5 upon service of an amended 2019(d) disclosure, Google responds that it has and will generally  
6 produce non-privileged documents that directly refer to or directly discuss Google's decision to  
7 introduce its AdSense for Content program, and that it does not "place advertisements on third  
8 party web sites." In Google's AdSense for Content program, which is all that Google believes is  
9 at issue in this action based upon Digital Envoy's allegations, it is more precise to say that  
10 Google displays advertisements on users' computers in connection with content on a third party  
11 site.

12 **DOCUMENT REQUEST NO. 11:**

13 All documents relating to communication leading to Google's decision to use Digital  
14 Envoy's technology in placing advertisements on third party web sites.

15 **RESPONSE TO DOCUMENT REQUEST NO. 11:**

16 In addition to its general objections, Google objects to this request because it is overly  
17 broad and unduly burdensome. Google also objects to the request as vague with respect to the  
18 phrases "Digital Envoy's technology" and "placing advertisements on third party web sites."  
19 Google further objects to this request as calling for information that is irrelevant and not  
20 reasonably calculated to lead to the discovery of admissible evidence. Specifically, the request  
21 seeks information concerning uses by Google of Digital Envoy's technology that Digital Envoy  
22 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
23 request as it relates to Digital Envoy's claimed trade secrets which Digital Envoy has not yet  
24 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
25 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
26 Envoy's inadequate 2019(d) disclosure, Google responds that it has and will, subject to and  
27 without waiving its general and specific objections or its right to make further specific objections  
28 upon service of an amended 2019(d) disclosure, generally produce non-privileged documents

1 that directly refer to or directly discuss Google's decision to offer advertisers the potential to  
2 geo-target advertisements purchased through Google and that directly refer to or directly discuss  
3 Google's decision to introduce its AdSense for Content program. Google further responds that it  
4 did not use Digital Envoy's technology, only Digital Envoy's data, and that it does not "place  
5 advertisements on third party web sites." In Google's AdSense for Content program, which is all  
6 that Google believes is at issue in this action based upon Digital Envoy's allegations, it is more  
7 precise to say that Google displays advertisements on users' computers in connection with  
8 content on a third party site.

9 **DOCUMENT REQUEST NO. 12:**

10 All documents relating to communication leading to Google's decision to offer  
11 advertisers options incorporating the use of Digital Envoy's technology for advertisements  
12 placed on third party web sites.

13 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

14 In addition to its general objections, Google objects to this request because it is overly  
15 broad and unduly burdensome. Google further objects to this request as vague with respect to  
16 the phrases "Digital Envoy's technology" and "advertisements placed on third party web sites."  
17 Google further objects to this request as calling for information that is irrelevant and not  
18 reasonably calculated to lead to the discovery of admissible evidence. Specifically, the request  
19 seeks information concerning uses by Google of Digital Envoy's technology that Digital Envoy  
20 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
21 request as it relates to Digital Envoy's claimed trade secrets which Digital Envoy has not yet  
22 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
23 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
24 Envoy's inadequate 2019(d) disclosure, Google responds that it has and will, subject to and  
25 without waiving its general or specific objections or its right to make further specific objections  
26 upon service of an amended 2019(d) disclosure, generally produce non-privileged documents  
27 that directly refer to or directly discuss Google's decision to offer advertisers the potential to  
28 geo-target advertisements purchased through Google and that directly refer to or directly discuss

1 Google's decision to introduce its AdSense for Content program. Google further responds that it  
2 did not use Digital Envoy's technology, only Digital Envoy's data, and that it does not "place  
3 advertisements on third party web sites." In Google's AdSense for Content program, which is all  
4 that Google believes is at issue in this action based upon Digital Envoy's allegations, it is more  
5 precise to say that Google displays advertisements on users' computers in connection with  
6 content on a third party site.

7 **DOCUMENT REQUEST NO. 13:**

8 Documents sufficient to determine the identity of all advertisers who have paid Google  
9 for advertisements to be placed on Google's own web site(s), and the date and amount of  
10 payments.

11 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

12 In addition to its general objections, Google objects to this request because it is overly  
13 broad and unduly burdensome. Google further objects to this request as vague with respect to  
14 the phrase "advertisements to be placed on Google's own web site(s)." Google further objects to  
15 this request as calling for information that is irrelevant and not reasonably calculated to lead to  
16 the discovery of admissible evidence. Specifically, the request seeks information concerning  
17 uses by Google of Digital Envoy's technology that Digital Envoy concedes are licensed and are  
18 thus not at issue in this action. Finally, Google objects to this request as it relates to Digital  
19 Envoy's claimed trade secrets which Digital Envoy has not yet identified with particularity.  
20 Accordingly, pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
21 Envoy is not yet permitted to serve such discovery.

22 **DOCUMENT REQUEST NO. 14:**

23 Documents sufficient to determine the identity of advertisers who have paid Google for  
24 advertisements to be placed on third party web sites, and the date and amount of payments.

25 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

26 In addition to its general objections, Google objects to this request because it is overly  
27 broad and unduly burdensome. Google further objects to this request as vague with respect to  
28 the phrase "advertisements to be placed on third party web sites." Google further objects to this

1 request as calling for information that is irrelevant and not reasonably calculated to lead to the  
2 discovery of admissible evidence. Specifically, the request seeks information concerning uses by  
3 Google of Digital Envoy's technology that Digital Envoy concedes are licensed and are thus not  
4 at issue in this action. Finally, Google objects to this request as it relates to Digital Envoy's  
5 claimed trade secrets which Digital Envoy has not yet identified with particularity. Accordingly,  
6 pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet  
7 permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure,  
8 subject to and without waiving its general or specific objections or its right to make further  
9 specific objections upon service of an amended 2019(d) disclosure, Google responds that, upon  
10 the entry of heightened attorneys eyes only confidentiality protection, it will produce non-  
11 privileged documents sufficient to show the total revenue derived from the AdSense for Content  
12 program through the date upon which Google ceased to use Digital Envoy's data, which Google  
13 expects to be by month.

14 **DOCUMENT REQUEST NO. 15:**

15 Documents sufficient to determine the identity of all advertisers who had advertisements  
16 placed by Google and selected an option which incorporated the use of Digital Envoy's  
17 technology in the placement of one or more of those advertisements.

18 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

19 In addition to its general objections, Google objects to this request because it is overly  
20 broad and unduly burdensome. Google further objects to this request as vague with respect to  
21 the phrases "advertisements placed by Google," "Digital Envoy's technology" and "placement of  
22 one or more of those advertisements." Google further objects to this request as calling for  
23 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
24 evidence. Specifically, the request seeks information concerning uses by Google of Digital  
25 Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue in this  
26 action. Finally, Google objects to this request as it relates to Digital Envoy's claimed trade  
27 secrets which Digital Envoy has not yet identified with particularity. Accordingly, pursuant to  
28 Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet permitted to

1 serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure, Google responds  
2 that it has and will, subject to and without waiving its general or specific objections or its right to  
3 make further specific objections upon service of an amended 2019(d) disclosure, generally  
4 produce non-privileged documents that directly refer to or directly discuss Google's decision to  
5 offer advertisers the potential to geo-target advertisements purchased through Google and that  
6 directly refer to or directly discuss Google's decision to introduce its AdSense for Content  
7 program. Google further responds that it did not use Digital Envoy's technology, only Digital  
8 Envoy's data, and that it does not "place advertisements on third party web sites." In Google's  
9 AdSense for Content program, which is all that Google believes is at issue in this action based  
10 upon Digital Envoy's allegations, it is more precise to say that Google displays advertisements  
11 on users' computers in connection with content on a third party site.

12 **DOCUMENT REQUEST NO. 16:**

13 Documents sufficient to determine the identity of all advertisers who had advertisements  
14 placed by Google and were given but did not select an option which incorporated the use of  
15 Digital Envoy's technology in the placement of one or more of those advertisements.

16 **RESPONSE TO DOCUMENT REQUEST NO. 16:**

17 In addition to its general objections, Google objects to this request because it is overly  
18 broad and unduly burdensome. Google further objects to this request as vague with respect to  
19 the phrases "advertisements placed by Google," "Digital Envoy's technology" and "placement of  
20 one or more of those advertisements." Google further objects to this request as calling for  
21 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
22 evidence. Specifically, the request seeks information concerning uses by Google of Digital  
23 Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue in this  
24 action. Finally, Google objects to this request as it relates to Digital Envoy's claimed trade  
25 secrets which Digital Envoy has not yet identified with particularity. Accordingly, pursuant to  
26 Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet permitted to  
27 serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure, Google responds  
28 that it has and will, subject to and without waiving its general or specific objections or its right to

1 make further specific objections upon service of an amended 2019(d) disclosure, generally  
2 produce non-privileged documents that directly refer to or directly discuss Google's decision to  
3 offer advertisers the potential to geo-target advertisements purchased through Google and that  
4 directly refer to or directly discuss Google's decision to introduce its AdSense for Content  
5 program. Google further responds that it did not use Digital Envoy's technology, only Digital  
6 Envoy's data, and that it does not "place advertisements on third party web sites." In Google's  
7 AdSense for Content program, which is all that Google believes is at issue in this action based  
8 upon Digital Envoy's allegations, it is more precise to say that Google displays advertisements  
9 on users' computers in connection with content on a third party site.

10 **DOCUMENT REQUEST NO. 17:**

11 All documents relating to web site information provided by Google relating to AdWords,  
12 AdSense, and any other program or offering relating to the placement of advertisements on any  
13 web site, specifically including all historical changes made to the information provided.

14 **RESPONSE TO DOCUMENT REQUEST NO. 17:**

15 In addition to its general objections, Google objects to this request because it is overly  
16 broad and unduly burdensome. Google further objects to this request as vague with respect to  
17 the phrase "placement of advertisements on any web site." Google further objects to this request  
18 as calling for information that is irrelevant and not reasonably calculated to lead to the discovery  
19 of admissible evidence. Specifically, the request seeks information concerning uses by Google  
20 of Digital Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue  
21 in this action. Finally, Google objects to this request as it relates to Digital Envoy's claimed  
22 trade secrets which Digital Envoy has not yet identified with particularity. Accordingly,  
23 pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet  
24 permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure,  
25 Google has and will, subject to and without waiving its general or specific objections or its right  
26 to make further specific objections upon service of an amended 2019(d) disclosure, generally  
27 produce non-privileged documents that constitute materials provided to prospective and existing  
28 advertisers generally regarding Google's AdSense for Content advertising program.



1 **DOCUMENT REQUEST NO. 18:**

2 All documents relating to information other than web site information provided by  
3 Google to then existing or prospective AdWords or AdSense customers relating to AdWords,  
4 AdSense, and any other program or offering relating to the placement of advertisements on any  
5 web site.

6 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

7 In addition to its general objections, Google objects to this request because it is overly  
8 broad and unduly burdensome. Google further objects to this request as vague with respect to  
9 the phrase "placement of advertisements on any web site." Google further objects to this request  
10 as calling for information that is irrelevant and not reasonably calculated to lead to the discovery  
11 of admissible evidence. Specifically, the request seeks information concerning uses by Google  
12 of Digital Envoy's technology that Digital Envoy concedes are licensed and are thus not at issue  
13 in this action. Finally, Google objects to this request as it relates to Digital Envoy's claimed  
14 trade secrets which Digital Envoy has not yet identified with particularity. Accordingly,  
15 pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital Envoy is not yet  
16 permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d) disclosure,  
17 Google has and will, subject to and without waiving its general or specific objections or its right  
18 to make further specific objections upon service of an amended 2019(d) disclosure, generally  
19 produce non-privileged documents that constitute materials provided to prospective and existing  
20 advertisers generally regarding Google's AdSense for Content advertising program.

21 **DOCUMENT REQUEST NO. 19:**

22 All documents containing any projection or expectation relating to revenue or profit or  
23 other economic factor relating to AdWords, AdSense, or any other program or offering relating  
24 to the placement of advertisements on any web site, specifically including any projection relating  
25 to the use Digital Envoy's technology in placing advertisements on third party web sites.

26 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

27 In addition to its general objections, Google objects to this request because it is overly  
28 broad and unduly burdensome. Google further objects to this request as vague with respect to

1 the phrases “projection or expectation relating to revenue or profit or other economic factor,”  
2 “placement of advertisements on any web site” and “Digital Envoy’s technology.” Google  
3 further objects to this request as calling for information that is irrelevant and not reasonably  
4 calculated to lead to the discovery of admissible evidence. Specifically, the request seeks  
5 information concerning uses by Google of Digital Envoy’s technology that Digital Envoy  
6 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
7 request as it relates to Digital Envoy’s claimed trade secrets which Digital Envoy has not yet  
8 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
9 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
10 Envoy’s inadequate 2019(d) disclosure, Google will, upon the entry of heightened attorneys eyes  
11 only confidentiality protection and subject to and without waiving its general or specific  
12 objections or its right to make further specific objections upon service of an amended 2019(d)  
13 disclosure, generally produce non-privileged documents that constitute projections or  
14 calculations of profits generated by Google’s AdSense for Content advertising program through  
15 the date upon which Google ceased to use Digital Envoy’s data.

16 **DOCUMENT REQUEST NO. 20:**

17 All documents containing press releases pertaining to AdWords, AdSense, or any other  
18 program or offering relating to the placement of advertisements on any web site, or the use of  
19 Digital Envoy’s technology in placing advertisements on third party web sites.

20 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

21 In addition to its general objections, Google objects to this request because it is overly  
22 broad and unduly burdensome. Google further objects to this request as vague with respect to  
23 the phrases “placement of advertisements on any web site” and “Digital Envoy’s technology.”  
24 Google further objects to this request as calling for information that is irrelevant and not  
25 reasonably calculated to lead to the discovery of admissible evidence. Specifically, the request  
26 seeks information concerning uses by Google of Digital Envoy’s technology that Digital Envoy  
27 concedes are licensed and are thus not at issue in this action. Finally, Google objects to this  
28 request as it relates to Digital Envoy’s claimed trade secrets which Digital Envoy has not yet

1 identified with particularity. Accordingly, pursuant to Section 2019(d) of the California Code of  
2 Civil Procedure, Digital Envoy is not yet permitted to serve such discovery. Despite Digital  
3 Envoy's inadequate 2019(d) disclosure, Google will, subject to and without waiving its general  
4 or specific objections or its right to make further specific objections upon service of an amended  
5 2019(d) disclosure, generally produce Google press releases that refer or relate to Digital Envoy  
6 or geo-targeting of advertisements.

7 **DOCUMENT REQUEST NO. 21:**

8 All documents relating to communication with any other company who provides or  
9 purports to provide information regarding the geographic location of a user relating to the  
10 provision of such information to Google.

11 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

12 In addition to its general objections, Google objects to this request because it is overly  
13 broad and unduly burdensome. Google further objects to this request to the extent it calls for  
14 information subject to third party confidentiality obligations. Google further objects to this  
15 request as calling for information that is irrelevant and not reasonably calculated to lead to the  
16 discovery of admissible evidence. Finally, Google objects to this request as it relates to Digital  
17 Envoy's claimed trade secrets which Digital Envoy has not yet identified with particularity.  
18 Accordingly, pursuant to Section 2019(d) of the California Code of Civil Procedure, Digital  
19 Envoy is not yet permitted to serve such discovery. Despite Digital Envoy's inadequate 2019(d)  
20 disclosure, Google will, upon the entry of heightened attorneys eyes only confidentiality  
21 protection and subject to and without waiving its general or specific objections or its right to  
22 make further specific objections upon service of an amended 2019(d) disclosure, and subject to  
23 obtaining any and all necessary consent from any third party, generally produce licensing  
24 proposals made to Google from any other company that provides information regarding the  
25 geographic location of a visitor to a web site.

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Dated: November 10, 2004

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

By:   
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Stephen C. Holmes

Attorneys for Defendant/Counterclaimant  
Google, Inc.