

# EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

LEADER TECHNOLOGIES, ) Trial Volume 3  
INC., )  
)  
Plaintiff, )  
) C.A. No. 08-862-JJF-LPS  
v. )  
)  
FACEBOOK, INC., a )  
Delaware corporation, )  
)  
Defendant. )

July 21, 2010  
9:00 a.m.

BEFORE: THE HONORABLE LEONARD P. STARK  
United States District Court Magistrate

APPEARANCES:

POTTER, ANDERSON & CORROON, LLP  
BY: PHILIP A. ROVNER, ESQ.

-and-

KING & SPALDING  
BY: PAUL ANDRE, ESQ.  
BY: LISA KOBIALKA, ESQ.  
BY: JAMES HANNAH, ESQ.

Counsel for Plaintiff  
Hawkins Reporting Service  
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1 me, please.

2 Mr. Wiseman, you were being shown  
3 the paragraph I think actually that starts with  
4 the word "since"?

5 A. Right.

6 Q. Why is the word "metadata" used in  
7 this paragraph, or what's being talked about  
8 here?

9 A. I believe the metadata referred to  
10 here, it's also called pointers are in file  
11 system terminology. It would be called like an  
12 inode. It's the means by which any file system  
13 takes a file and is able to find it on a disk or  
14 whatever storage system it uses.

15 Q. Is that the same metadata that we  
16 have been talking about with respect to the  
17 photo table?

18 A. No, it's very different.

19 Q. Mr. Wiseman, how many servers make  
20 up the user database?

21 A. I don't have an exact number, but  
22 it's in the thousands.

23 Q. How many tables are there on the  
24 user database?

1           A. On each database, there is several  
2 hundred, I would guess.

3           MS. KEEFE: Thank you,  
4 Mr. Wiseman. I have nothing further.

5           THE COURT: Thank you. You can  
6 step down.

7           THE WITNESS: Thank you.

8           THE COURT: You can call your next  
9 witness.

10          MS. KEEFE: They didn't think it  
11 would be this fast. Just one second, Your  
12 Honor, while he comes down.

13          THE COURT: Fine. Is he on his  
14 way?

15          MS. KEEFE: He's definitely on his  
16 way. I think he's waiting for the elevator on  
17 the fourth floor.

18          THE COURT: I apologize, ladies  
19 and gentlemen, but sometimes we run into little  
20 scheduling bumps.

21                 I believe he's here.

22          MS. KEEFE: He is. Facebook would  
23 like at this time to call Andrew Bosworth to the  
24 stand.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

LEADER TECHNOLOGIES, ) Trial Volume 4  
INC., )  
)  
Plaintiff, )  
) C.A. No. 08-862-JJF-LPS  
v. )  
)  
FACEBOOK, INC., a )  
Delaware corporation, )  
)  
Defendant. )

July 22, 2010  
9:00 a.m.

BEFORE: THE HONORABLE LEONARD P. STARK  
United States District Court Magistrate

APPEARANCES:

POTTER, ANDERSON & CORROON, LLP  
BY: PHILIP A. ROVNER, ESQ.

-and-

KING & SPALDING  
BY: PAUL ANDRE, ESQ.  
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1           Q. So, in other words, if someone  
2 were to -- if I update my CD collection, I just  
3 can't buy new CDs and put them in there, I have  
4 to do something and update my CDs?

5           A. I'm not -- I don't quite follow  
6 you.

7           Q. Well, the word updating, you're  
8 interpreting that to mean changing or altering;  
9 correct?

10          A. That's correct.

11          Q. So adding new metadata somewhere,  
12 is that altering?

13          A. I guess it would depend. It's  
14 sort of adding a new road to this table  
15 entirely. I wouldn't consider an update of  
16 another row.

17                 If you were to write a missing  
18 entry into an existing row, I would consider  
19 that an update of that row.

20          Q. So if all the rows are full, I  
21 mean, all the columns are full on the row as  
22 Facebook would do when they collect this  
23 information about the photo, your understanding  
24 of updating would be they have to actually

1 change what's in those columns; correct?

2 A. That would be my -- the most  
3 natural interpretation, yes, as opposed to  
4 adding entirely separate rows to this table or  
5 changing data in some other place entirely.

6 Q. But the claims themselves just say  
7 updating the metadata; right?

8 A. They just say updating the  
9 metadata.

10 Q. And if you add a table to a  
11 database, is that updating the database?

12 A. If you add a table to a database,  
13 you would be updating the overall database,  
14 sure, not other tables in the database.

15 Q. And so if you update -- if you  
16 added metadata, you would be updating overall  
17 metadata?

18 A. I mean, again, if you sort of  
19 broaden the definition of metadata and data  
20 enough to be very, very inclusive, and we can  
21 call, you know, a change of anything an update  
22 of anything else.

23 Q. Well, no. I'm talking about  
24 metadata. If you have --

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

LEADER TECHNOLOGIES, ) Trial Volume 5  
INC., )  
)  
Plaintiff, )  
) C.A. No. 08-862-JJF-LPS  
v. )  
)  
FACEBOOK, INC., a )  
Delaware corporation, )  
)  
Defendant. )

Friday, July 23, 2010  
9:00 a.m.

BEFORE: THE HONORABLE LEONARD P. STARK  
United States District Court Magistrate

APPEARANCES:

POTTER, ANDERSON & CORROON, LLP  
BY: PHILIP A. ROVNER, ESQ.

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KING & SPALDING  
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1 claim thirty-two vis-a-vis the iManage Reference  
2 Manual?

3 A. That the iManage Reference Manual  
4 discloses what is found in claim thirty-two.

5 Q. Have you heard of the term  
6 enabling reference or enables prior art?

7 A. Yes, I have.

8 Q. What does that mean?

9 A. It means that the description is  
10 rich enough that one of ordinary skill in the  
11 art could build a system that has those  
12 characteristics.

13 Q. As far as the claims of the 761  
14 patent -- just have those in mind -- is it your  
15 opinion that the iManage Reference Manual is an  
16 enabling reference?

17 MR. ANDRE: Objection, Your Honor.  
18 Outside the scope of this expert's report.

19 THE COURT: We'll note the  
20 objection. You may answer if you have the  
21 question in mind.

22 THE WITNESS: Can you read back  
23 the question, please, or restate the question.

24 BY MS. KEEFE:

1 Q. Do you believe that the iManage  
2 Reference Manual is an enabling reference?

3 A. Yes, I do.

4 Q. Can you pull up the front page of  
5 the patent and pull up the references cited  
6 section, please. I think we're missing one from  
7 the very bottom. The references cited are in  
8 two places.

9 Dr. Greenberg, do you see the  
10 iManage Reference Manual listed here?

11 A. No, I do not.

12 Q. So in conclusion, regarding the  
13 prior art, iManage Reference Manual, what is  
14 your opinion regarding the asserted claims of  
15 the 761 patent?

16 A. So my opinion is that the iManage  
17 Reference Manual discloses each and every  
18 element of all of the certified claims of the  
19 761 patent.

20 Q. And what does that mean for  
21 validity of the 761 claims?

22 A. It means that the patent is  
23 invalid. The ideas were expressed in this  
24 publication well before the 761 patent was

1                   Let's hear from Mr. Andre, and  
2 then I want to give Facebook some time.

3                   MR. ANDRE: Your Honor, on the  
4 contributory infringement, it's a pretty  
5 standard instruction. I don't see anything  
6 extraordinary about the points, puts out the  
7 elements as set forth, looks like Facebook wants  
8 to insert the statute into the instruction to  
9 some degree, and I don't think that's necessary  
10 or appropriate at this point.

11                   I don't see the big issue here  
12 because the Thrasher case has come out and  
13 determined that any type of contributory  
14 infringement to the patent requires a product in  
15 the stream of commerce, and then you have three  
16 elements set for most part.

17                   THE COURT: Let me turn it over to  
18 Facebook at this point. Feel free to address  
19 any of the issues that have been raised or  
20 others if you think there are others that are  
21 important, and basically we have up to  
22 twenty minutes because I do want to leave the  
23 last five minutes to hear from Leader.

24                   MR. WEINSTEIN: There's only two

1 issues to address. The most critical ones on  
2 jury instruction, 3.4.

3 Your Honor, I'd like to hand up a  
4 portion of some of the transcript from the trial  
5 to illustrate why we need an instruction that  
6 "wherein" does not mean when.

7 THE COURT: You've already cited  
8 pretty extensively in your support, which we  
9 looked at, so in the spirit of compromise,  
10 construing at this late moment the term  
11 "wherein" to mean in which, which has been  
12 agreed to by Leader, is not satisfactory to you?

13 MR. WEINSTEIN: It isn't, Your  
14 Honor. The problem with in which, Your Honor,  
15 they're going to make the exact, same argument  
16 what I heard today, is they think this is a  
17 factual issue to go to the jury.

18 When I read the '02 Micro case  
19 last night, I was haunted how similar that case  
20 is to this. There was a claim term only if like  
21 there. This case, they presented witnesses and  
22 cross-examined witnesses on what do you think  
23 this term means.

24 What ultimately came down and the

1 Court decided, he was going to send it to the  
2 jury. The federal circuit said when the parties  
3 present a fundamental dispute regarding the  
4 scope of a claim term, it is the Court's duty to  
5 resolve it.

6 The fundamental dispute is  
7 regarding does "wherein" mean when, or does the  
8 claim require a dynamic element, which means you  
9 look to the proceeding claim element? That's a  
10 dispute Your Honor needs to resolve as a matter  
11 of law.

12 THE COURT: Help me, though, why I  
13 haven't resolve it by construing "wherein" to  
14 mean in which, and you all make your arguments  
15 or don't. You're stuck with the Court's claim  
16 construction as a matter of law. The jury is  
17 told they have to follow my claim construction.  
18 How is that any different than all the other  
19 claim construction issues?

20 MR. WEINSTEIN: Ultimately let's  
21 say the construction comes in in which you can  
22 say at which point. There's lots of different  
23 definitions. Ultimately wherein is a connector  
24 between two clauses.

1                   The question is, does it connote a  
2                   temporal sequence like something happens when  
3                   the user accesses the data from the second  
4                   context? That's the argument.

5                   They're taking the update of  
6                   method to metadata can happen when the user  
7                   accesses data. That's a claim construction  
8                   question. We think it's been resolved by Judge  
9                   Farnan's order.

10                  THE COURT: Where is it resolved  
11                  in his order?

12                  MR. WEINSTEIN: It's resolved in  
13                  his order.

14                  THE COURT: Why do I even need to  
15                  define wherein if dynamically has done it?

16                  MR. WEINSTEIN: The only reason we  
17                  need to define it, Leader is making these  
18                  arguments. They're putting prosecution history  
19                  evidence before witnesses and arguing the  
20                  meaning of claim terms, which is the exclusive  
21                  province of Your Honor. There's going to be  
22                  arguments in closing as to what ultimately the  
23                  legal implication of wherein is. That's  
24                  something that should not go to the jury.

1           THE COURT: And your paragraph on  
2 prosecution history that you propose, that does  
3 not take care of your problem if I were to keep  
4 that in as well as your wherein construction?

5           MR. WEINSTEIN: The wherein  
6 construction would not do it. The prosecution  
7 history would help, but ultimately, Your Honor  
8 has to decide whether or not the claims are  
9 satisfied with dynamically updating the metadata  
10 when user accesses.

11           If that issue is not resolved,  
12 ultimately instituting "wherein" as some  
13 connecter is not going to stop the arguments  
14 from being made that are legal in nature.

15           THE COURT: If I were to add line  
16 five, which claims which would I put the term  
17 "wherein" means in which. Perhaps, not when.  
18 In which claims, what number claims, would I  
19 write in?

20           MR. WEINSTEIN: Your Honor, the  
21 claims that have the wherein clause are one,  
22 nine, and four also, and --

23           MR. HANNAH: All the dependent  
24 claims have wherein as well.

1                   MR. WEINSTEIN: I don't think  
2                   that's right, but I know seven has wherein in  
3                   it.

4                   The claims where it really matters  
5                   is one, nine, and twenty-three.

6                   Twenty-one, very interestingly,  
7                   Your Honor doesn't use the word "wherein." It  
8                   uses the term "such that," and that is something  
9                   that we agreed to, is to construe "wherein" to  
10                  mean "such that," which is consistent with  
11                  what's in claim twenty-one. That's another  
12                  synonym that we think is clearer.

13                  THE COURT: Okay. Certainly this  
14                  is an important issue. I agree with that, but I  
15                  assume there's probably another you want to  
16                  address.

17                  MR. WEINSTEIN: On Mr. Lamb's  
18                  testimony, the only thing we wanted was to say  
19                  two points.

20                  One is, a written correction to  
21                  the deposition does not erase the witness's  
22                  prior answer, and the jury is free to consider  
23                  the changes in any way they see fit, the same  
24                  way they would judge any issue of credibility.

1 parties agree to was a commercial success  
2 stipulation, but they have not reached agreement  
3 on that as well. So those are the -- we can get  
4 those to you as soon -- we'll keep working this  
5 weekend and hopefully get them to you --

6 THE COURT: Right. So on all of  
7 those issues, the limiting instructions and  
8 which I think are limited to nine topics that  
9 you just mentioned.

10 MR. ANDRE: Yeah.

11 THE COURT: I do want to see what  
12 the parties propose, what their positions are,  
13 and let's say by noon tomorrow. We're going to  
14 follow this weekend the procedures we did last  
15 week where I send -- if it's not under seal, go  
16 ahead and do ECF. We can pull it off of ECF.

17 But if any portion of it is under  
18 seal, email it to Mr. Golden and he'll get it to  
19 the rest of us.

20 MR. ANDRE: Mr. Rovner will take  
21 care of the rest.

22 THE COURT: Before you sit down,  
23 whoever wants to address it on the 3.4 on this,  
24 you know, is it enough for me to construe

1       wherein as in which and not go the extra mile  
2       and say not when?

3                   Mr. Weinstein, not that I don't  
4       enjoy all my time with you, but I don't want to  
5       sign up automatically for redoing this trial.

6                   MR. ANDRE: Your Honor, the issue  
7       of claim construction should have been brought  
8       up a long time ago, if they want to bring it up.

9                   The fact of the matter, experts  
10      have been interpreting this how they've been  
11      interpreting it. The expert on the stand, Dr.  
12      Greenberg, has interpreted is as a consequence.  
13      That's how he termed wherein.

14                   Dr. Vigna determined it as in  
15      which. I don't think, you know, if you say not  
16      when is a negative limitation.

17                   THE COURT: Let's be clear. If I  
18      don't say not when, you're going to argue when.  
19      They're going to argue not when.

20                   MR. ANDRE: Well --

21                   THE COURT: And you don't think  
22      that means we're all going to get reversed the  
23      minute we get to the Federal Circuit?

24                   MR. ANDRE: Well, I'm not going to

1       argue when. I'm arguing which.

2                   That's been our position  
3 throughout this entire case. It is in which.  
4 That's the dictionary's definition of the word.

5                   So we think, as Mr. Hannah said,  
6 the dynamically is a functional language, not  
7 pure grammatical and temporal in that way. So  
8 we're very confident that that's not going to be  
9 an issue.

10                   But if they start arguing, you  
11 know, not thereafter, or as a consequence or  
12 something along those lines like they had been,  
13 their other expert, Dr. Kearns, did the same  
14 thing. I asked him, I said, You mean  
15 thereafter?

16                   He said, Yeah, afterwards. So  
17 everybody has had a different definition. If  
18 you want to give a proper definition, give the  
19 proper definition.

20                   If you want to interpret, say what  
21 it's not, we should also put some other things  
22 what it's not as well as what your experts have  
23 proposed. If you want to say it's not when,  
24 then it should not say it's not thereafter or

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

LEADER TECHNOLOGIES, ) Trial Day 6  
INC., )  
)  
Plaintiff, )  
) C.A. No. 08-862-JJF-LPS  
v. )  
)  
FACEBOOK, INC., a )  
Delaware corporation, )  
)  
Defendant. )

Monday, July 26, 2010  
9:00 a.m.

BEFORE: THE HONORABLE LEONARD P. STARK  
United States District Court Magistrate

APPEARANCES:

POTTER, ANDERSON & CORROON, LLP  
BY: PHILIP A. ROVNER, ESQ.

-and-

KING & SPALDING  
BY: PAUL ANDRE, ESQ.  
BY: LISA KOBIALKA, ESQ.  
BY: JAMES HANNAH, ESQ.

Counsel for Plaintiff

1 THE CLERK: All rise.

2 THE COURT: Good morning,  
3 everyone.

4 (Everyone said, Good morning.)

5 THE CLERK: Please be seated.

6 THE COURT: Welcome to week two.  
7 All right.

8 Let's begin with developments over  
9 the weekend. I have seen and reviewed and am  
10 prepared to rule on Facebook's motion for a  
11 mistrial, which asks in the alternative for a  
12 limiting instruction. All of which arises from  
13 Leader's questioning of Professor Greenberg last  
14 Friday afternoon as to whether the '761 examiner  
15 considered the Swartz patent.

16 Excuse me. I ran in too quickly.

17 Such questioning by Mr. Andre was  
18 inappropriate due to my in limine ruling. By  
19 contrast, on direct, Facebook stayed  
20 appropriately within the narrow scope of my  
21 ruling, elicited only disputed evidence that  
22 Swartz is not mentioned on the face of the '761  
23 patent.

24 It is also true that the '761 is

1 in re-exam in part as a result of the PTO's  
2 finding that Swartz was not considered during  
3 prosecution of the '761.

4 And further, I have ruled and I  
5 adhere to these rulings that the fact of the  
6 re-exam and whether there's similarities between  
7 the prior art relied on by Facebook in this  
8 case, and the prior art considered by the PTO  
9 during prosecution of the '761 patent are not  
10 relevant to this trial.

11 Therefore, this is not a matter on  
12 which the jury should be permitted to draw what  
13 might otherwise seems to be reasonable  
14 inferences that the examiner considered Swartz  
15 since she was also the examiner of Swartz.

16 But, however, I'm not going to  
17 permit the parties to get into the re-examine.  
18 We're not going to open up the door and get into  
19 how many patents Ms. Mizrahi may have examined  
20 or what else she was doing.

21 Instead there's going to be no  
22 more questioning that relates in any way to what  
23 the PTO considered or did not consider.

24 I'm denying the motion for a

1       mistrial because I think while there was  
2       prejudice to Facebook, I think it is curable in  
3       other ways short of the extraordinary remedy of  
4       a mistrial, and in particular through jury  
5       instructions and special interrogatories.

6                 Leader, of course, claims that  
7       it's prejudiced by Facebook's narrow questioning  
8       of Greenberg about whether Swartz is listed on  
9       the face of the '761 patent, but I absolutely  
10      reject Leader's position. Again, as I said,  
11      Facebook's questioning was entirely consistent  
12      with my prior rulings.

13                Leader did not object during the  
14      examination of -- well, even prior Leader, did  
15      not object to Facebook giving the jury binder to  
16      the jury which contained the Swartz patent.  
17      Leader did not object to Facebook displaying the  
18      Swartz patent for the jury.

19                Leader did not object to Facebook  
20      blowing up the portion of the -- I'm sorry, the  
21      Swartz patent that evidently shows the Swartz  
22      examiner's name.

23                Leader did not object to  
24      Facebook's questions, objections which I would

1 THE COURT: I'm not going to  
2 strike it, but let's move on. I'm overruling  
3 the motion, or denying the motion to strike.

4 MS. KEEFE: Thank you.

5 BY MS. KEEFE:

6 Q. Also with respect to the iManage  
7 DeskSite user reference manual, Dr. Greenberg,  
8 when you were writing your report, did the copy  
9 of the manual that you were using contain a  
10 confidentiality designation?

11 A. No. I have it right in front of  
12 me, this is an exact copy used, and it did not  
13 have that confidentiality designation.

14 MS. KEEFE: Your Honor, at this  
15 time we would move into evidence Exhibit 925E.

16 MR. ANDRE: Objection, Your Honor.  
17 This is not the document that he has testified  
18 to.

19 THE COURT: I'm overruling the  
20 objection. It's admitted.

21 MS. KEEFE: Thank you, Your Honor.

22 Nothing further, Dr. Greenberg.

23 Thank you.

24 THE WITNESS: Thank you very much.

1 cited as prior art.

2 Q. Let's turn to the prior art.  
3 Let's go to the iManage User Reference Manual,  
4 which is DTX 1010. Now, what is your  
5 understanding of what this user reference manual  
6 is?

7 A. Well, it's a manual intended for  
8 end users to -- you know, people who want to use  
9 the iManage DeskSite system would refer to this  
10 to figure out, you know, how to use it.

11 Q. And does it actually tell you how  
12 to build the iManage software?

13 A. Well, no, not at all. Actually  
14 it's as if, you know, we all have owners manuals  
15 for our cars that tell you, Here's how you  
16 operate the automatic transmission. For  
17 example, that tells me absolutely nothing about  
18 how to build an automatic transmission.

19 It's just -- it just doesn't  
20 disclose anything about that. So in the same  
21 way a user manual might tell me how to engage  
22 the functionality of the software, but it  
23 doesn't tell me anything about how to build it.

24 Q. All right. And within the four

1 corners of this document we've marked as DTX  
2 1010, does it give you any information for one  
3 of ordinary skill in the art to be able to build  
4 the software in all the components that it might  
5 reference?

6 A. No, it doesn't. It doesn't say  
7 anything about how it's designed, what the  
8 structure looks like. It simply tells us how to  
9 use it once it's there.

10 Q. Do you know whether this iManage  
11 manual, which is marked as DTX 1010 whether that  
12 was publicly available in 2001 or 2002?

13 A. I have no idea.

14 Q. Now, do you have an opinion as to  
15 whether the iManage User Reference Manual is  
16 prior art to the '761 patent?

17 A. Yeah. Because it doesn't  
18 disclose, you know, how to make and use this  
19 invention, I would say it's not prior art. It  
20 doesn't qualify as prior art.

21 Q. What is the difference between the  
22 iManage User Manual and the information  
23 disclosed within the four corners of that  
24 document and the invention of the '761 patent?

1 reasons that you have already provided today; is  
2 that right?

3 A. Exactly.

4 Q. In your opinion, does the  
5 invention of the '761 patent address a long-felt  
6 but unresolved need in the industry?

7 A. I think it does. I mean, this  
8 2002 time frame was right at the end of the  
9 period where I was doing research in  
10 collaboration technology at Bell Labs. We were  
11 trying to introduce and develop some  
12 technologies to help distribute teams and share  
13 documents and it was a huge problem. And I  
14 think others were suffering from very similar  
15 kinds of problems trying to figure out how to  
16 get global distributed teams to share, for  
17 example.

18 And, again, in terms of  
19 obviousness, I think if, you know, a solution to  
20 that had been obvious, someone would have come  
21 up with it some time ago.

22 Q. In your opinion, based on the  
23 techniques that were known around 2002, did  
24 those techniques teach a way from the invention