

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

ILLINOIS COMPUTER RESEARCH,)
LLC,)
Plaintiff and Counterclaim)
Defendant)

v.)

GOOGLE, INC.,)
Defendant, and)

FISH & RICHARDSON P.C.,)
Defendant, Counterclaimant and)
Third-Party Plaintiff,)

v.)

SCOTT C. HARRIS,)
Third-Party Defendant and)
Counterclaimant,)

v.)

FISH & RICHARDSON P.C.,)
Defendant, Counterclaimant, Third-)
Party Plaintiff and Counterclaim)
Defendant.)

No. 07 C 5081

Judge Pallmeyer

Magistrate Judge Valdez

STATEMENT OF EFFORTS TO REACH AN ACCORD

I am one of the attorneys for Fish & Richardson P.C. in this action. I hereby certify that counsel for Fish & Richardson P.C. have conferred in good faith with counsel for Illinois Computer Research, LLC and Scott C. Harris in an effort to secure Fish & Richardson's requested discovery without Court action.

1. On October 4, 2007, I wrote to Lynne Lasry, counsel for Scott C. Harris, requesting that Mr. Harris immediately produce all documents relating to any purported transfer of Mr. Harris' alleged rights or interests in any intellectual property rights that were acquired,

conceived of, or prosecuted before the United States Patent & Trademark Office during the period Mr. Harris was a principal at Fish & Richardson. Counsel for Mr. Harris refused to produce the requested documents.

2. On October 8, 2007 I wrote to Raymond P. Niro, of Niro, Scavone, Haller & Niro (the “Niro Firm”), counsel for Mr. Harris and Illinois Computer Research, LLC (“ICR”) and requested a copy of the Patent Sale Agreement referenced in ICR’s amended complaint. The Niro Firm refused to produce the requested document.

3. On November 13, 2007 my colleague Terrence J. Truax, counsel for Fish & Richardson, wrote to David Sheikh of the Niro Firm, again requesting a copy of the agreements purporting to transfer Mr. Harris’ interests in the patents at issue in this case. The Niro Firm refused to produce the requested documents.

4. On November 16, 2007, the parties conducted a telephonic Rule 26(f) conference. During that telephone call, my colleagues Mr. Truax, Eric A. Sacks, and I again requested a copy of the Patent Sale Agreement referenced in ICR’s amended complaint. The Niro Firm refused to produce the requested documents.

5. The parties are at an impasse concerning the immediate production of the requested documents.

Dated: November 19, 2007

Respectfully submitted,

FISH & RICHARDSON P.C.

By: s/ David J. Bradford
dbradford@jenner.com
One of Its Attorneys

David J. Bradford, Esq.
Terrence J. Truax, Esq.
Eric A. Sacks, Esq.
Daniel J. Weiss, Esq.
JENNER & BLOCK LLP
330 North Wabash Avenue
Chicago, IL 60611
Telephone No: 312 222-9350
Facsimile No: 312 527-0484

CERTIFICATE OF SERVICE

I, David J. Bradford, an attorney, caused the foregoing to be filed with the Court by means of the Court's CM/ECF system, which will send notification of such filing to the following counsel at their e-mail address on file with the Court:

Raymond P. Niro
Paul K. Vickrey
Richard B. Megley, Jr.
Karen L. Blouin
Niro, Scavone, Haller & Niro
181 W. Madison, Suite 4600
Chicago, Illinois 60602

*Counsel for Illinois Computer Research, LLC
and Mr. Scott C. Harris*

Steven L. Platt
Arnold and Kadjan
19 West Jackson Blvd., Suite 300
Chicago, IL 60604
(312) 236-0415

Counsel for Mr. Scott C. Harris

This the 19th day of November, 2007,

s/David J. Bradford

dbradford@jenner.com
JENNER & BLOCK LLP
330 North Wabash Avenue
Chicago, Illinois 60611
Telephone No: 312 222-9350
Facsimile No: 312 527-0484