

EXHIBIT A

From: Michael Dergosits
Sent: Friday, July 16, 2010 10:49 AM
To: 'jshonkwiler@novackmacey.com'
Cc: Christy Hoffman; 'Chris White'
Subject: [1156.02.01] RE: Specht/Google - Chris White

John:

These are the terms, as I understand it, that Specht and Chris White have agreed upon:

1. Time limit: Time limit of 4.5 hours.
2. Topic limitation: No questioning about financial terms of Android purchase/acquisition and/or departure from Google, and no questions to establish jurisdiction in Illinois.

Specht will not name Chris White as a defendant in the case.

3. Location: Deposition in San Francisco. Chris and I are available on July 26.

4. Documents: Tracking the document requests in the subpoena, here is our proposal on document production:

1. Docs re: formation and/or operation of Android, Inc., including decision to name Android, Inc.
LIMIT TO DECISION TO NAME ANDROID INC. – CW HAS NO DOCUMENTS.
2. Docs re: formation and/or operation of Android Research, Inc., including decision to name Android Research, Inc.
LIMIT TO DECISION TO NAME ANDROID RESEARCH, INC. – CW HAS NO DOCUMENTS.
3. Docs re: formation and/or operation of Fotofarm, Inc.
WITHDRAWN
4. Docs re: acquisition of Android, Inc. by Google.
WITHDRAWN
5. Docs re: use of Android mark in commerce by Android, Inc., Android Research, Inc. and Fotofram, Inc.
LIMIT TO EXAMPLES OF USE OF MARK IN COMMERCE BY ANY ONE OF ENTITIES – CW HAS NO DOCUMENTS.
6. Docs re: the decision to name the Android OS.
CW HAS NO DOCUMENTS.
7. Docs re: monies exchanged between CW and Google, Android, Inc., Android Research, Inc. and Fotofarm, Inc.
WITHDRAWN
8. Docs re: your employment with Google, Android, Inc., Android Research, Inc. and/or Fotofarm, Inc.
WITHDRWAN
9. Docs re: CW's separation from employment with Google.
WITHDRAWN
10. Docs re: Plaintiffs.
WITHDRAWN

Could you review this last piece about the document requests and let us know if you are in agreement? Once we agree to all of the pieces, I will prepare a letter that we will both sign as a condition to voluntarily accepting service of the subpoena.

Regards,
Michael

Michael E. Dergosits
Dergosits & Noah LLP
Three Embarcadero Center, Suite 410
San Francisco, CA 94111
(415) 705-6377 (main)
(415) 705-6381 (direct)
(415) 705-6383 (fax)

7/26/2010

EXHIBIT B

UNITED STATES DISTRICT COURT

for the

Northern District of California

ERICH SPECHT, et al.,

Plaintiff

v.

GOOGLE INC.,

Defendant

Civil Action No. 09-cv-2572

(If the action is pending in another district, state where:

Northern District of Illinois

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES

To: Lucasfilm, Ltd., attn: David J. Anderman
One Letterman Drive, Bldg. B, San Francisco, CA 94129

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See attached Exhibit A

Place: Liner, Grode, Stein LLP attn: Ronald Kravitz
199 Fremont Street, 20th Floor
San Francisco, California 94105

Date and Time:

05/19/2010 09:30

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

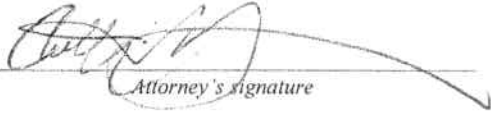
The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 4/28/10

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk


Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) _____ Plaintiffs

_____, who issues or requests this subpoena, are:

Christopher G. Dean, Novack and Macey LLP, 100 North Riverside Plaza, Suite 1500, Chicago, IL 60606,
cdean@novackmacey.com, 312-419-6900.

Civil Action No. 09-cv-2572

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the subpoena on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the subpoena at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the subpoena to *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because _____; or

other *(specify)*:

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

As used herein:

1. "You," "Your" or "Lucasfilm" shall refer to Lucasfilm Ltd., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

2. The term "Verizon" shall refer to Verizon Communications, Inc., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

3. The term "Motorola" shall refer to Motorola, Inc., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

4. The term "HTC" shall refer to HTC Corp. and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

5. The term “Droid Mark” means the mark “DROID” as used by Lucasfilm, Verizon, Motorola, HTC and/or any other person to identify certain wireless handsets and associated products and services.

6. “Concerning,” in addition to its customary and usual meaning, shall mean “discussing,” “evidencing,” “relating to,” “constituting,” “referring to,” “reflecting,” “mentioning,” “pertaining to,” “containing an implicit reference to,” “assessing,” “characterizing,” “recording,” “describing,” “touching upon,” or “summarizing.”

7. “Document” is used herein in the broadest possible sense permitted by the Federal Rules of Civil Procedure and means any written, graphic or other recorded (whether visibly, electronically, magnetically or otherwise) matter of whatever kind or nature, including computer files, or discs, or any other means of preserving thought or expression and all tangible things from which information can be processed, transcribed, copied or retrieved, whether originals, copies or drafts (including, without limitation, non-identical copies), however produced or reproduced. All documents shall include all meta-data concerning the document.

8. Documents in Your possession, custody or control, as well as documents that You have a right to obtain by contract or otherwise are included within these Requests.

9. Electronic records and computerized information must be produced in their native format, including all meta-data.

10. Selection of documents from the files and other sources and the numbering of such documents shall be performed in such a manner as to ensure that the source of each document may be determined.

11. File folders with tabs or labels or directories or files identifying documents must be produced intact with such documents.

12. Documents attached to each other shall not be separated.

13. A document with handwritten, typewritten or other recorded notes, editing marks, etc., is not and shall not be deemed to be identical to one without such modifications, additions, or deletions. The term "original" includes the file copy or copies of any document if there is no actual original or ribbon copy.

14. The singular includes the plural and vice versa, except as the content may otherwise require; reference to any gender includes the other gender; the words "and" and "or" shall be construed as either conjunctive or disjunctive in such manner as will broaden as widely as possible the scope of any request for production; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation."

15. If the response to a particular request is a statement that You lack the ability to comply with that request, You must specify whether the inability to comply is because the particular item or category of information never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in Your possession, custody or control, in which case the name and address of any person or entity known or believed by You to have possession, custody, or control of that information or category of information must be identified.

16. Unless otherwise stated in a specific request, these requests seek responsive information and documents authored, generated, disseminated, drafted, produced, reproduced, or otherwise created or distributed during, or relating to, the period January 1, 2005 through the present.

17. Should You have any good faith objection to any Request or part thereof, You shall state the specific nature of the objection and whether it applies to the entire Request or to a certain part of the Request. If the objection relates only to a part or parts of a Request, then You

shall identify the objectionable part or parts and produce all documents responsive to the remaining unobjectionable parts.

18. Should You refuse on the grounds of attorney-client privilege or attorney work product immunity to identify or produce any document or tangible thing, it is requested that You supply, at the time of making said refusal, a listing of all such documents or tangible things, such listing to include, where applicable, the following information for each such document: (a) the number of the request calling for the production of the document or tangible thing; (b) the date of the document; (c) the name of each person who signed or prepared the document; (d) the name of each person or entity to whom the document was addressed and the name of each person or entity other than the addressees to whom the document or copies or reproductions thereof were given or sent; (e) a brief description of the general subject matter of the document; (f) the number of pages in the document; (g) whether any business or non-legal matter is contained or discussed in the document; (h) an identification of any document or other material transmitted with or attached to the document; (i) the nature or character of the tangible thing; (j) the name and last known address of the person having possession, custody or control of the document or tangible thing; and (k) the specific basis for withholding the document or tangible thing from production.

REQUESTS FOR PRODUCTION

REQUEST NO. 1

Produce all licensing agreements or other agreements (collectively, the "Agreements") between Lucasfilm or any other person or entity, on the one hand, and any party, including, but not limited to, Verizon, Motorola, and/or HTC, on the other hand, conferring any rights to use the Droid Mark.

REQUEST NO. 2

Produce all license agreements referred to on page 2 of Exhibit 1 hereto (the “License Agreements”).

REQUEST NO. 3

Produce documents sufficient to identify all payment obligations under the Agreements and/or License Agreements produced in response to Request Nos. 1 and 2.

EXHIBIT 1



Residential

Business



Phones & Accessories

Plans

Entertainment & Apps

Phones & Devices

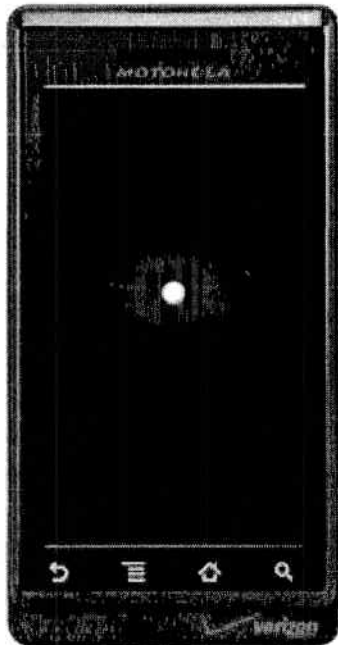
Shopping Cart

DROID by Motorola

[Back to All Phones](#)

[View 360°](#)

[View Size](#)



Move your mouse to rotate the view

Pricing for:

Full Retail Price	\$559.99
Price with 2yr contract	\$299.99
Online Discount	-100.00
Your Price	\$199.99

[+ Add to Wish List](#)

Already a Verizon Wireless customer?

[Upgrade Your Phone](#) [Add a Line](#)


Ratings Overview:

Motorola DROID

★★★★☆ 4.5 out of 5 ?

[Read Reviews \(7681\)](#) | [Write a Review](#)

Key Features:



[Android OS](#) [Touch Screen](#) [Skype Mobile](#)

Free Phone Offer

Motorola DROID

Buy the DROID by Motorola and Get One FREE!

with 2yr activation per phone

Available Phones:



Motorola DROID

1 ▼

Add to Cart

Note: "Buy One, Get One Free" or "Buy One, Get Up to 4 Free" promotions are limited to 1 set per order. You can place a separate order to take advantage of additional promotions.

- [Details](#)
- [Features](#)
- [Accessories](#)
- [Capabilities](#)
- [Reviews](#)

Check it out. **DROID by Motorola** is fast. Like scary fast. You can blaze across the Web with a massive processor and **Verizon's powerful 3G network**. You don't even need to type! With **Google Search™ by Voice**, you just tell it what you want and DROID searches the Web to find it. You can switch between up to six apps at once! Choose a few (or a few hundred) from **Android Market™** and try it yourself. DROID won't bother you while you're running those apps. It keeps disruptive alerts at bay in a handy expandable notification panel.

It's a pint-sized power plant. It's location-aware. Voice-recognizing. App-mashing and multi-tasking. It can see through walls. And connect you to anyone or anything at break-neck speed. At some point, power and intelligence mean something more than a phone. At some point, you have yourself a DROID by Motorola.

DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license.

All Windows Mobile, Palm, BlackBerry and Android Smartphones require a data feature of \$29.99 or higher or a data plan.

- Early Termination Fee \$350 (1 yr/2 yr contracts)

[Experience the DROID by Motorola](#)

Design

Services

- World's Thinnest QWERTY Slider
- **3.7" Touch Screen** 480x854 WVGA display — supports up to 16M colors
- Slide-Out **QWERTY** Keyboard
- **Bluetooth® v2.1 + EDR** Supported Profiles: Headset (HSP), Hands-free (HFP), Stereo Audio, Phonebook Access
- **5 Megapixel camera** with auto-focus, dual LED Flash and Image Stabilization
- **DVD Quality Video Capture** with quick and easy uploading to YouTube
- Dedicated Camera/Video Key
- **Visual Voice Mail** capable
- Text, Picture and Video messaging with threaded messaging feature
- Full suite of Google Apps including: Google Search, Google Maps™ with Navigation^{BETA}, transit and Wikipedia information, GTalk with Presence, Gmail, YouTube™, Latitude, and Google Calendar
- 1000s of apps and 100s of widgets available on Android Market
- Android Webkit HTML5 based browser
- Photosharing capable: Picasa
- Google Over the Air updates

Music

- Download MP3s from Amazon Music Store
- Create and manage playlists
- Headset: 3.5mm Audio Jack

General

- **Upgradeable to Android 2.1 OS;** Google Experience Device
- **Integrated Google, Exchange and Facebook contacts**
- **Push Email Support:** Gmail and Exchange
- Google Calendar and Corporate Calendar
- Cortex A8 processor with dedicated HW Acceleration
- **Pre-installed 16GB microSD**
- **WiFi** capable
- Bilingual Interface: English/Espanol
- aGPS capable for e911 emergency location/s GPS
- Speakerphone
- Advanced Speech Recognition
- Polyphonic and MP3 Ringtones
- Embedded ringtones, vibrating alerts and silent
- Phonebook capacity dependent upon optional removable memory
- TTY compatible
- Hearing Aid Compatibility = M3/T3
- Total Equipment Coverage is Available

Specifications

- All-Digital, 800/1900, CDMA EVDO Rev A
- OMAP3430 — 550MHz
- Memory — ROM: 512MB, RAM: 256MB
- Dimensions: 4.56" (H) x 2.36" (W) x 0.54" (D)
- Weight: 5.96 ounces
- Usage Time: Up 385 minutes OR
- Standby Time: Up to 270 hours
- SAR: Head: 1.49 W/kg; Body: 1.50 W/Kg

EXHIBIT C

MORRISON | FOERSTER

425 MARKET STREET
SAN FRANCISCO
CALIFORNIA 94105-2482

TELEPHONE: 415.268.7000
FACSIMILE: 415.268.7522

WWW.MOFO.COM

MORRISON & FOERSTER LLP
NEW YORK, SAN FRANCISCO,
LOS ANGELES, PALO ALTO,
SAN DIEGO, WASHINGTON, D.C.
NORTHERN VIRGINIA, DENVER,
SACRAMENTO, WALNUT CREEK
TOKYO, LONDON, BRUSSELS,
BEIJING, SHANGHAI, HONG KONG

May 4, 2010

Writer's Direct Contact
415.268.6810
RTarlton@mofocom

By Overnight Delivery and Email (cdean@novackmacey.com)

Christopher G. Dean
Novack and Macey LLP
100 North Riverside Plaza
Suite 1500
Chicago, IL 60606

Re: Third-Party Subpoena in Civil Action No. 09-cv-2572

Dear Mr. Dean:

Morrison & Foerster LLP represents Lucasfilm Ltd. ("Lucasfilm") in connection with various matters. The subpoena served on David J. Anderman of Lucasfilm on April 28, 2010 in connection with the above-referenced action has been referred to our office for response. We have determined that the subpoena is invalid.

We have been advised that the period for seeking written discovery closed in this case on or before March 31, 2010, and therefore the subpoena, which seeks production of documents, is untimely and invalid. Moreover, the subpoena is invalid because no notice was served on Google, Inc. before the subpoena was served on Lucasfilm, as required by Federal Rule of Civil Procedure 45(b)(1). Lucasfilm will not respond to an invalid subpoena.

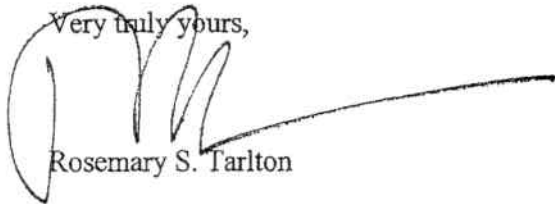
Please understand, however, that we are not waiving any of Lucasfilm's objections to the subpoena. If at some point you notify us that you are intending to pursue the subpoena, we will move to quash it on all available grounds, including, but not limited to, the untimely nature of the subpoena noted above, as well as the clear lack of relevance of the materials sought. I trust that will not become necessary.

sf-2838520

Christopher G. Dean
May 4, 2010
Page Two

If you would like to discuss this matter further or if you have any questions, please feel free to give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rosemary S. Farlton". The signature is stylized with a large initial "R" and a long horizontal stroke extending to the right.

Rosemary S. Farlton

cc: Lucasfilm Ltd.
cc: Ronald Kravitz, Liner, Grode, Stein LLP

EXHIBIT D

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the subpoena on the individual at *(place)* _____
on *(date)* _____; or

I left the subpoena at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the subpoena on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the subpoena unexecuted because _____; or

Other *(specify)*: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

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(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

RIDER

DEFINITIONS AND INSTRUCTIONS

As used herein:

1. "You," "Your" or "Lucasfilm" shall refer to Lucasfilm Ltd., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

2. The term "Verizon" shall refer to Verizon Communications, Inc., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

3. The term "Motorola" shall refer to Motorola, Inc., and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

4. The term "HTC" shall refer to HTC Corp. and any predecessors, successors, parent corporations, subsidiaries, affiliates, segments or divisions thereof, any present or former members of its Board of Directors, and any present or former officers, employees, agents, representatives, attorneys, accountants or other persons acting or purporting to act on its behalf.

5. The term "Droid Mark" means the mark "DROID" as used by Lucasfilm, Verizon, Motorola, HTC and/or any other person to identify certain wireless handsets and/or associated products and services.

6. The term "Android OS" shall refer to the mobile platform marketed at, among other locations, <http://www.android.com>.

7. "Concerning," in addition to its customary and usual meaning, shall mean "discussing," "evidencing," "relating to," "constituting," "referring to," "reflecting," "mentioning," "pertaining to," "containing an implicit reference to," "assessing," "characterizing," "recording," "describing," "touching upon," or "summarizing."

8. "Document" is used herein in the broadest possible sense permitted by the Federal Rules of Civil Procedure and means any written, graphic or other recorded (whether visibly, electronically, magnetically or otherwise) matter of whatever kind or nature, including computer files, or discs, or any other means of preserving thought or expression and all tangible things from which information can be processed, transcribed, copied or retrieved, whether originals, copies or drafts (including, without limitation, non-identical copies), however produced or reproduced. All documents shall include all meta-data concerning the document.

9. Documents in Your possession, custody or control, as well as documents that You have a right to obtain by contract or otherwise are included within these Requests.

10. Electronic records and computerized information must be produced in their native format, including all meta-data.

11. Selection of documents from the files and other sources and the numbering of such documents shall be performed in such a manner as to ensure that the source of each document may be determined.

12. File folders with tabs or labels or directories or files identifying documents must be produced intact with such documents.

13. Documents attached to each other shall not be separated.

14. A document with handwritten, typewritten or other recorded notes, editing marks, etc., is not and shall not be deemed to be identical to one without such modifications, additions, or deletions. The term "original" includes the file copy or copies of any document if there is no actual original.

15. The singular includes the plural and vice versa, except as the content may otherwise require; reference to any gender includes the other gender; the words "and" and "or" shall be construed as either conjunctive or disjunctive in such manner as will broaden as widely as possible the scope of any request for production; the word "all" means "any and all"; the word "any" means "any and all"; the word "including" means "including without limitation."

16. If the response to a particular request is a statement that You lack the ability to comply with that request, You must specify whether the inability to comply is because the particular item or category of information never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in Your possession, custody or control, in which case the name and address of any person or entity known or believed by You to have possession, custody, or control of that information or category of information must be identified.

17. Unless otherwise stated in a specific request, these requests seek responsive information and documents authored, generated, disseminated, drafted, produced, reproduced, or otherwise created or distributed during, or relating to, the period January 1, 2005 through the present.

18. Should You have any good faith objection to any Request or part thereof, You shall state the specific nature of the objection and whether it applies to the entire Request or to a certain part of the Request. If the objection relates only to a part or parts of a Request, then You shall identify the objectionable part or parts and produce all documents responsive to the remaining unobjectionable parts.

19. Should You refuse on the grounds of attorney-client privilege or attorney work product immunity to identify or produce any document or tangible thing, it is requested that You supply, at the time of making said refusal, a listing of all such documents or tangible things, such listing to include, where applicable, the following information for each such document: (a) the number of the request calling for the production of the document or tangible thing; (b) the date of the document; (c) the name of each person who signed or prepared the document; (d) the name of each person or entity to whom the document was addressed and the name of each person or entity other than the addressees to whom the document or copies or reproductions thereof were given or sent; (e) a brief description of the general subject matter of the document; (f) the number of pages in the document; (g) whether any business or non-legal matter is contained or discussed in the document; (h) an identification of any document or other material transmitted with or attached to the document; (i) the nature or character of the tangible thing; (j) the name and last known address of the person having possession, custody or control of the document or tangible thing; and (k) the specific basis for withholding the document or tangible thing from production.

REQUESTS FOR PRODUCTION

REQUEST NO. 1

Produce all licensing agreements or other agreements (collectively, the "Agreements") between Lucasfilm or any other person or entity, on the one hand, and any party, including, but not limited to, Verizon, Motorola, and/or HTC, on the other hand, conferring any rights to use the Droid Mark in connection with any mobile phones and/or devices, including such phones and/or devices that use the Android OS or run on the Android OS.

REQUEST NO. 2

Produce all license agreements referred to on page 2 of Exhibit 1 hereto (the "License Agreements").

REQUEST NO. 3

Produce documents sufficient to identify all payment obligations under the Agreements and/or License Agreements produced in response to Request Nos. 1 and 2.

TOPICS FOR TESTIMONY

Pursuant to the terms of Federal Rule of Civil Procedure 30(b)(6), testimony is requested regarding the following topics:

TOPIC NO. 1

Lucasfilm's knowledge of the Agreements and/or License Agreements, whether such Agreements and/or License Agreements are written or oral.

TOPIC NO. 2

Lucasfilm's knowledge of the payment terms of the Agreements and/or License Agreements, whether monetary or otherwise, and whether such Agreements and/or License Agreements are written or oral.

EXHIBIT 1



Residential

Business



- Phones & Accessories
- Plans
- Entertainment & Apps

Phones & Devices

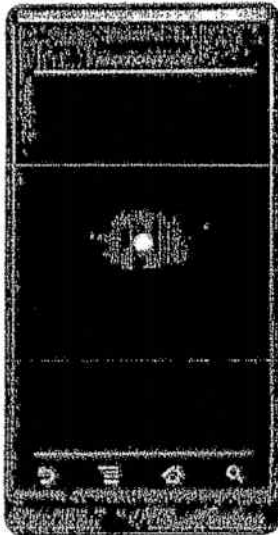
Shopping Cart

DROID by Motorola

[Back to All Phones](#)

[View 360°](#)

[View Size](#)



Move your mouse to rotate the view

Pricing for:

Full Retail Price	\$559.99
Price with 2yr contract	\$299.99
Online Discount	-100.00
Your Price	\$199.99

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Already a Verizon Wireless customer?

[Upgrade Your Phone](#) [Add a Line](#)

Ratings Overview:

4/23/2010

Motorola DROID

★★★★☆ 4.5 out of 5 ?

[Read Reviews \(7681\)](#) | [Write a Review](#)

Key Features:



[Android OS](#)

[Touch
Screen](#)

[Skype
Mobile](#)

Free Phone Offer
Motorola DROID

Buy the DROID by Motorola and Get One FREE!
with 2yr activation per phone

Available Phones:



Motorola DROID



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Note: "Buy One, Get One Free" or "Buy One, Get Up to 4 Free" promotions are limited to 1 set per order. You can place a separate order to take advantage of additional promotions.

[Overview](#) | [Features](#) | [Accessories](#) | [Capabilities](#) | [Reviews](#)

Check it out. DROID by Motorola is fast. Like scary fast. You can blaze across the Web with a massive processor and Verizon's powerful 3G network. You don't even need to type! With Google Search™ by Voice, you just tell it what you want and DROID searches the Web to find it. You can switch between up to six apps at once! Choose a few (or a few hundred) from Android Market™ and try it yourself. DROID won't bother you while you're running those apps. It keeps disruptive alerts at bay in a handy expandable notification panel.

It's a pint-sized power plant. It's location-aware. Voice-recognizing. App-mashing and multi-tasking. It can see through walls. And connect you to anyone or anything at break-neck speed. At some point, power and intelligence mean something more than a phone. At some point, you have yourself a DROID by Motorola.

DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license.

All Windows Mobile, Palm, BlackBerry and Android Smartphones require a data feature of \$29.99 or higher or a data plan.

- Early Termination Fee \$350 (1 yr/2 yr contracts)

[Experience the DROID by Motorola](#)

Design

Services

4/23/2010

Motorola DROID

- World's Thinnest QWERTY Slider
- 3.7" Touch Screen 480x854 WVGA display — supports up to 16M colors
- Slide-Out QWERTY Keyboard
- Bluetooth® v2.1 + EDR Supported Profiles: Headset (HSP), Hands-free (HFP), Stereo Audio, Phonebook Access
- 5 Megapixel camera with auto-focus, dual LED Flash and Image Stabilization
- DVD Quality Video Capture with quick and easy uploading to YouTube
- Dedicated Camera/Video Key
- Visual Voice Mail capable
- Text, Picture and Video messaging with threaded messaging feature
- Full suite of Google Apps including: Google Search, Google Maps™ with Navigation^{BETA}, transit and Wikipedia information, GTalk with Presence, Gmail, YouTube™, Latitude, and Google Calendar
- 1000s of apps and 100s of widgets available on Android Market
- Android Webkit HTML5 based browser
- Photosharing capable: Picasa
- Google Over the Air updates

Music

- Download MP3s from Amazon Music Store
- Create and manage playlists
- Headset 3.5mm Audio Jack

General

- Upgradeable to Android 2.1 OS; Google Experience Device
- Integrated Google, Exchange and Facebook contacts
- Push Email Support: Gmail and Exchange
- Google Calendar and Corporate Calendar
- Cortex A8 processor with dedicated HW Acceleration
- Pre-Installed 16GB microSD
- WiFi capable
- Bilingual Interface: English/Espanol
- aGPS capable for e911 emergency location/s GPS
- Speakerphone
- Advanced Speech Recognition
- Polyphonic and MP3 Ringtones
- Embedded ringtones, vibrating alerts and silent
- Phonebook capacity dependent upon optional removable memory
- TTY compatible
- Hearing Aid Compatibility = M3/T3
- Total Equipment Coverage is Available

Specifications

- All-Digital, 800/1900, CDMA EVDO Rev A
- OMAP3430 — 550MHz
- Memory — ROM: 512MB, RAM: 256MB
- Dimensions: 4.56" (H) x 2.36" (W) x 0.54" (D)
- Weight: 5.96 ounces
- Usage Time: Up 385 minutes OR
- Standby Time: Up to 270 hours
- SAR: Head: 1.49 W/kg; Body: 1.50 W/Kg

Affidavit of Process Server

United States District Court for the Northern District of Illinois, State of IL

(NAME OF COURT)

Specht, et al. vs Google, Inc. et al 09 CV 2572
PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT CASE NUMBER

I Chris Beale, being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Lucasfilm, Ltd., by serving Desiree Alinea, person authorized to accept service on behalf
NAME OF PERSON / ENTITY BEING SERVED

with (list documents) Subpoena to Testify at a Deposition or to Produce Documents in a Civil Action

by leaving with _____ At

Residence _____ NAME RELATIONSHIP

ADDRESS CITY / STATE

Business One Letterman Drive Building B San Francisco, CA

ADDRESS CITY / STATE

On 5/11/2010 AT 4:46 PM

DATE TIME

Thereafter copies of the documents were mailed by prepaid, first class mail on _____

from _____ DATE

CITY STATE ZIP

Manner of Service:

Personal: By personally delivering copies to the person being served.

Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 18 and explaining the general nature of the papers.

Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.

Posting: By posting copies in a conspicuous manner to the front door of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served. Please see Service Attempts information below.

Service Attempts:

One Legal - 194-Marin
504 Redwood Blvd #223
Novato, CA 94947
415-491-0606

Chris Beale

SIGNATURE OF PROCESS SERVER

BY FAX