

# **EXHIBIT 5**



1. comScore's responses to these Document Requests shall not be construed in any way as an admission that any definition provided by Harris is either factually correct or legally binding upon comScore.

2. comScore objects to the Document Requests, and the instructions and definitions that accompany them, to the extent that they seek information, documents and things protected from disclosure by the attorney-client privilege, attorney work product immunity, settlement privilege, or other privilege or immunity against disclosure. Such privileged information, documents, and things will not be provided in response to the Document Requests, and any inadvertent disclosure thereof shall not be deemed a waiver of any privilege with respect to such information or of any work product doctrine protections which may attach thereto.

3. comScore objects to the Document Requests, and the instructions and definitions that accompany them, to the extent that they call for the production of trade secret or other confidential and proprietary information by comScore or non-parties, or the production of documents or information which is subject to confidentiality agreements involving non-parties, and which is not suitably protected from unwarranted disclosure and use absent consent of such non-parties.

4. comScore objects to the Document Requests, and the instructions and definitions that accompany them, to the extent that they are vague, ambiguous, unintelligible, overly broad, unduly burdensome, oppressive, harassing and seek information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

5. comScore objects to the Document Requests, and the instructions and definitions that accompany them, to the extent they seek documents and things available through public

sources, in the possession of Harris or Plaintiff Jeff Dunstan ("Dunstan"), or otherwise readily available to Harris and Dunstan.

6. comScore objects to the Document Requests, and the instructions and definitions that accompany them, to the extent they call for legal conclusions.

7. comScore objects to the Document Requests to the extent that they seek documents or things not within the possession, custody or control of comScore.

8. comScore objects to the Document Requests that are unlimited as to time and/or location as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

9. comScore objects to the Document Requests to the extent that they contain numerous subparts, are compound, pose multiple requests and/or questions, and/or request the identification of an arbitrary number of individuals.

10. comScore objects to the definitions of "YOU," "YOUR," "DEFENDANT," and "COMSCORE" in the "Definitions" section of the Document Requests, on the basis that they are overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law. comScore submits these responses on behalf of Defendant comScore, Inc., and does not speak for other entities.

11. comScore objects to the definition of "ATTACHMENTS" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

12. comScore objects to the definition of "BUNDLING PARTNER" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, and overly broad in requesting discovery without any time limitation.

13. comScore objects to the definition of "COLOR" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

14. comScore objects to the definition of "COMMUNICATION" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, , seeks information not reasonably calculated to lead to the discovery of admissible evidence related to class certification issues, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

15. comScore objects to the definitions of "COMPUTER" and "COMPUTER EQUIPMENT" in the "Definitions" section of the Document Requests, on the basis that they are vague and ambiguous, overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

16. comScore objects to the definition of "COMPUTER SYSTEM" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

17. comScore objects to the definition of "CORRESPONDENCE" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

18. comScore objects to the definition of "DATE" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

19. comScore objects to the definition of "DESCRIBE" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

20. comScore objects to the definitions of "DOCUMENT" or "DOCUMENTS" in the "Definitions" section of the Document Requests, on the basis that they are overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

21. comScore objects to the definition of "DUPLICATES" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal

Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

22. comScore objects to the definition of "EMPLOYEE" or "EMPLOYEES" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

23. comScore objects to the definitions of "ELECTRONICALLY STORED INFORMATION" or "ESI" in the "Definitions" section of the Document Requests, on the basis that they are ambiguous, overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

24. comScore objects to the definitions of "IDENTIFY" in the "Definitions" section of the Document Requests, when used (1) with respect to a natural person, (2) with respect to a company or other business entity, (3) with respect to a document, (4) in reference to an event, transaction, or occurrence, and (5) with respect to a communication on the basis that they are overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

25. comScore objects to the definitions of "INCLUDES" and "INCLUDING" in the "Definitions" section of the Document Requests, on the basis that they are overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required

by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

26. comScore objects to the definitions of "MAC PANEL" or "MAC PANELIST" in the "Definitions" section of the Document Requests, on the basis that they are overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

27. comScore objects to the definition of "MACINTOSH SOFTWARE" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, and overly broad in requesting discovery without any time limitation.

28. comScore objects to the definition of "MEDIA" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

29. comScore objects to each and every definition of "METADATA" in the "Definitions" section of the Document Requests, on the basis that they are vague and ambiguous, overbroad, unduly burdensome, and purport to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

30. comScore objects to the definition of "NATIVE DATA FORMAT" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that



exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

31. comScore objects to the definition of "PANELIST" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

32. comScore objects to the definition of "PANELIST SOFTWARE" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, seeks discovery outside the custody and control of comScore, Inc., and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

33. comScore objects to the definition of "PERSON" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

34. comScore objects to the definition of "PERSONAL INFORMATION" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, seeks confidential information, seeks information not reasonably calculated to lead to the discovery of admissible evidence, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

35. comScore objects to the definition of "PRODUCTION OF PAPER DOCUMENTS" in the "Definitions" section of the Document Requests, on the basis that it

purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

36. comScore objects to the definition of "RELATING TO" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

37. comScore objects to the definition of "RELEVANT TIME PERIOD" in the "Definitions" section of the Document Requests, on the basis that it is overbroad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of admissible evidence. For those Requests reciting a "RELEVANT TIME PERIOD," comScore will define RELEVANT TIME PERIOD as three years from the filing of the COMPLAINT.

38. comScore objects to the definition of "SOURCE CODE" in the "Definitions" section of the Document Requests on the basis that is overbroad and unduly burdensome to the extent it requests developmental source code that was not included in a final software product. comScore further objects to the definition of "SOURCE CODE" to the extent it mischaracterizes any agreement between the parties

39. comScore objects to the definition of "STATIC IMAGE" in the "Definitions" section of the Document Requests, on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

40. comScore objects to the definition of "THIRD-PARTY SOFTWARE" in the "Definitions" section of the Document Requests on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

41. comScore objects to the definition of "WINDOWS SOFTWARE" in the "Definitions" section of the Document Requests on the basis that it is overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

42. comScore objects to the definition of "USER INTERFACE" in the "Definitions" section of the Document Requests on the basis that it is vague and ambiguous, overbroad, unduly burdensome, and purports to place discovery obligations on comScore that exceed those required by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

43. Except for explicit facts admitted in these responses, no incidental or implied admissions are intended, and these responses shall not be construed to be a waiver by comScore of all or any part of any objection to the Document Requests.

44. comScore objects to the Document Requests as premature to the extent that they call for responses that are subject of expert testimony and the parties have not yet engaged in expert discovery or exchanged expert witness reports.

45. comScore has made a reasonable investigation for documents responsive to the Document Requests. comScore is still pursuing its investigation and analysis of the facts and

law pertaining to this action and has not yet completed its investigation. Thus, comScore's responses are made without prejudice to comScore's right subsequently to add, modify, or otherwise change or amend these responses. These responses are also subject to correction for omission or errors.

46. Any objection by comScore does not constitute a representation or admission that such information does in fact exist or is known to comScore.

47. comScore objects to the "Instructions" in the Document Requests as not in accordance with Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, the Standing Order Relating to the Discovery of Electronically Stored Information entered in this case on October 4, 2011, and/or other applicable law. comScore will respond to questions in conformity with the applicable law, rules of court, and court orders, and does not assent to be bound by Harris's attempt in its instructions and definitions to further limit or control the content, meaning, or format of comScore's responses.

48. comScore objects to Harris' "Instructions" with respect to identification of documents withheld on the basis of privilege as unduly burdensome and beyond the scope of Federal Rules of Civil Procedure, the Local Rules of the Northern District of Illinois, and/or other applicable law.

49. comScore incorporates its General Objections by reference into each and every response below as if fully set forth in that response, and does not waive any objection asserted in its General Objections as to any of comScore's requests. A response to any request should not be taken as a waiver of any specific or general objection to that request.

## **REQUESTS FOR PRODUCTION**

### **REQUEST NO. 1**

All DOCUMENTS, ESI, CORRESPONDENCE or COMMUNICATIONS that YOU used, relied upon, reviewed, referenced, or consulted in drafting YOUR: (i) Answers to Plaintiff Mike Harris' First Set of Interrogatories, (ii) Responses to Plaintiff Mike Harris' First Set of Requests for the Production of Documents, (iii) Motion to Dismiss Under Rule 12(b)(3) Or, In the Alternative, Transfer Venue (Dkt. No. 15), (iv) Motion to Dismiss Under Rule 12(b)(1) and (6) (Dkt. No. 42), (v) Federal Rule of Civil Procedure 26(a)(1) Initial Disclosures, and (vi) Answer (Dkt. No 59.) For each PERSON so identified, specify each paragraph or section of the respective document that such PERSON assisted in answering or has knowledge of.

### **RESPONSE TO REQUEST NO. 1**

comScore's obligation to respond to Request No. 1 is limited pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012, in that comScore need only respond with respect to the Interrogatories and Discovery Requests comScore has agreed to and/or has been ordered to answer.

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is vague and ambiguous as to the meaning of "PERSON so identified"; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it seeks information protected by the attorney-client privilege, attorney work product privilege other relevant privileges or immunities, and/or violates Fed. R. Civ. P. 26(b)(3); and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents to the extent that such documents exist and are in comScore's custody or control.

**REQUEST NO.2:**

All SOURCE CODE, ESI, and RELATED DOCUMENTS, INCLUDING attendant developer notes, comments, memos, and summaries required by the E-DISCOVERY AGREEMENT.

**RESPONSE TO REQUEST NO. 2**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence in that it seeks documents related to the development of the comScore software; and to the extent it mischaracterizes the E-DISCOVERY AGREEMENT and seeks information already produced by comScore.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents to the extent that such documents exist and are in comScore's custody or control.

**REQUEST NO. 3:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the design, development, and deployment of PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 3**

comScore's obligation to respond to Request No. 3 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order bifurcating discovery issued March 2, 2012.

**REQUEST NO. 4:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the design, development, and deployment of PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 4**

comScore's obligation to respond to Request No. 4 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 5:**

All COMMUNICATIONS to, from, or among, Mike Brown, Randy McCaskill, and Yvonne Bigbee RELATING TO the design, development, and deployment of PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 5**

comScore's obligation to respond to Request No. 5 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 6:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the design, development, deployment, investigation, and termination of the MAC PANEL.

**RESPONSE TO REQUEST NO. 6**

comScore's obligation to respond to Request No. 6 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 7:**

All COMMUNICATIONS to, from, or among, Mike Brown, Randy McCaskill, and Yvonne Bigbee RELATING TO the design, development, deployment, investigation, and termination of the MAC PANEL.

**RESPONSE TO REQUEST NO. 7**

comScore's obligation to respond to Request No. 7 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 8:**

All DOCUMENTS and ESI RELATING TO the investigation and termination of the MAC PANEL.

**RESPONSE TO REQUEST NO. 8**

comScore's obligation to respond to Request No. 8 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 9:**

Any and all contracts, amendments to contracts, agreements, and written understandings between YOU and YOUR BUNDLING PARTNERS RELATING TO PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 9**

comScore's obligation to respond to Request No. 9 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 10:**

All DOCUMENTS and ESI RELATING TO any and all contracts, amendments to contracts, agreements, and written understandings between YOU and YOUR BUNDLING PARTNERS RELATING TO PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 10**

comScore's obligation to respond to Request No. 10 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.



**REQUEST NO. 11:**

All COMMUNICATIONS RELATING TO any all contracts, amendments to contracts, agreements, and understandings between YOU and YOUR BUNDLING PARTNERS.

**RESPONSE TO REQUEST NO. 11**

comScore's obligation to respond to Request No. 11 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 12:**

All COMMUNICATIONS to, from, or among, John O'Toole and Jennifer Kuropkat RELATING TO any all contracts, amendments to contracts, agreements, and understandings between YOU and YOUR BUNDLING PARTNERS.

**RESPONSE TO REQUEST NO. 12**

comScore's obligation to respond to Request No. 12 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 13:**

All DOCUMENTS and ESI RELATING TO the development and design of USER INTERFACES.

**RESPONSE TO REQUEST NO. 13**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it is overly broad and unduly burdensome in that it requests production of documents regarding the development of the comScore software; and it seeks information that is not relevant or reasonably calculated to lead

to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents that are sufficient to demonstrate the user interface containing comScore's Terms of Service displayed to potential panelists during the installation of third party software from August 23, 2008 to the present.

**REQUEST NO. 14:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the design of USER INTERFACES.

**RESPONSE TO REQUEST NO. 14**

comScore's obligation to respond to Request No. 14 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 15:**

All DOCUMENTS and ESI RELATING TO the Terms of Service, End User License Agreements, or other agreements that YOU contend govern the relationship between YOU and PANELISTS, INCLUDING all versions thereof.

**RESPONSE TO REQUEST NO. 15**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a

reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents that are sufficient to demonstrate all Terms of Service, End User License Agreements, or other agreements governing the relationship between comScore and its panelists from August 23, 2008 to the present.

**REQUEST NO. 16:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the Terms of Service, End User License Agreements, or other agreements that YOU contend govern the relationship between YOU and PANELISTS, INCLUDING all versions thereof.

**RESPONSE TO REQUEST NO. 16**

comScore's obligation to respond to Request No. 16 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 17:**

All COMMUNICATIONS to, from, or among, John O'Toole, Jennifer Kuropkat, Mike Brown, Yvonne Bigbee, and Randy McCaskill RELATING TO the Terms of Service, End User License Agreements, or other agreements YOU contend govern the relationship between YOU and PANELISTS.

**RESPONSE TO REQUEST NO. 17**

comScore's obligation to respond to Request No. 17 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 18:**

All DOCUMENTS and ESI RELATING TO YOUR policies for the approval or rejection of USER INTERFACES.

**RESPONSE TO REQUEST NO. 18**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it is overly broad and unduly burdensome in that it requests production of documents regarding the development of the comScore software; and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents that are sufficient to demonstrate the user interface containing comScore's Terms of Service displayed to potential panelists during the installation of third party software from August 23, 2008 to the present.

**REQUEST NO. 19:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO YOUR policies for the approval or rejection of USER INTERFACES.

**RESPONSE TO REQUEST NO. 19**

comScore's obligation to respond to Request No. 19 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 20:**

All COMMUNICATIONS to, from, or among, John O'Toole and Jennifer Kuropkat RELATING TO YOUR policies for the approval or rejection of USER INTERFACES.

**RESPONSE TO REQUEST NO. 20**

comScore's obligation to respond to Request No. 20 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 21:**

All DOCUMENTS and ESI RELATING TO the USER INTERFACE that you contend was displayed to Plaintiff Mike Harris.

**RESPONSE TO REQUEST NO. 21**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, harassing and oppressive; and to the extent this request is duplicative of Request No. 23.

Subject to and without waiving the foregoing general and specific objections, comScore states that it does not have information sufficient to identify the particular user interface displayed to Plaintiff Mike Harris. However, assuming without admitting Plaintiff Mike Harris downloaded comScore software as alleged, one of the documents sufficient to demonstrate the user interface containing comScore's Terms of Service displayed to potential panelists during the installation of third party software produced in response to Request Nos. 13, 18, and 23 would be responsive to this request.

**REQUEST NO. 22:**

All DOCUMENTS and ESI RELATING TO the USER INTERFACE that you contend was displayed to Plaintiff Jeff Dunstan.

**RESPONSE TO REQUEST NO. 22**

comScore incorporates each of its general objections by reference. comScore further

objects to this request on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, harassing and oppressive; and to the extent this request is duplicative of Request No. 23.

Subject to and without waiving the foregoing general and specific objections, comScore states that it does not have information sufficient to identify the particular user interface displayed to Plaintiff Jeff Dunstan. However, assuming without admitting Plaintiff Jeff Dunstan downloaded comScore software as alleged, one of the documents sufficient to demonstrate the user interface containing comScore's Terms of Service displayed to potential panelists during the installation of third party software produced in response to Request Nos. 13, 18, and 23 would be responsive to this request.

**REQUEST NO. 23:**

All DOCUMENTS and ESI RELATING TO the USER INTERFACE that you contend was displayed to PANELISTS.

**RESPONSE TO REQUEST NO. 23**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents that are sufficient to demonstrate the user interface containing comScore's Terms of Service displayed to potential panelists during the installation of third party software from

August 23, 2008 to the present.

**REQUEST NO. 24:**

All DOCUMENTS and ESI RELATING TO the Terms of Service, End User License Agreements, or other agreements that YOU contend governed the relationship between YOU and Plaintiff Mike Harris.

**RESPONSE TO REQUEST NO. 24**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence; and to the extent it is duplicative of Request No. 15.

Subject to and without waiving the foregoing general and specific objections, comScore states that it does not have information sufficient to identify the particular Terms of Service, End User License Agreements, or other agreements governing the relationship between comScore and Plaintiff Mike Harris. However, assuming without admitting Plaintiff Mike Harris downloaded comScore software as alleged, the documents sufficient to demonstrate all Terms of Service, End User License Agreements, or other agreements governing the relationship between comScore and its panelists produced in response to Request No. 15 would be responsive to this request.

**REQUEST NO. 25:**

All DOCUMENTS and ESI RELATING TO the Terms of Service, End User License Agreements, or other agreements that YOU contend governed the relationship between YOU and

Plaintiff Jeff Dunstan.

**RESPONSE TO REQUEST NO. 25**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence; and to the extent it is duplicative of Request No. 15.

Subject to and without waiving the foregoing general and specific objections, comScore states that it does not have information sufficient to identify the particular Terms of Service, End User License Agreements, or other agreements governing the relationship between comScore and Plaintiff Jeff Dunstan. However, assuming without admitting Plaintiff Mike Harris downloaded comScore software as alleged, the documents sufficient to demonstrate all Terms of Service, End User License Agreements, or other agreements governing the relationship between comScore and its panelists produced in response to Request No. 15 would be responsive to this request.

**REQUEST NO. 26:**

All DOCUMENTS and ESI RELATING TO the Terms of Service, End User License Agreements, or other agreements that YOU contend governed the relationship between YOU and PANELISTS.

**RESPONSE TO REQUEST NO. 26**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly



burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence; and to the extent it is duplicative of Request No. 15.

Subject to and without waiving the foregoing general and specific objections, see comScore's Response to Request No. 15.

**REQUEST NO. 27:**

All DOCUMENTS and ESI RELATING TO the collection, retention, usage, and/or sale of Plaintiff Mike Harris' PERSONAL INFORMATION.

**RESPONSE TO REQUEST NO. 27**

comScore's obligation to respond to Request No. 27 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 28:**

All COMMUNICATIONS between YOU and YOUR EMPLOYEES RELATING TO the collection, retention, usage, and/or sale of Plaintiff Jeff Dunstan's PERSONAL INFORMATION.

**RESPONSE TO REQUEST NO. 28**

comScore's obligation to respond to Request No. 28 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 29:**

All DOCUMENTS and ESI RELATED TO any requests or orders, whether pending or otherwise, for access to PANELISTS' PERSONAL INFORMATION.

**RESPONSE TO REQUEST NO. 29**

comScore's obligation to respond to Request No. 29 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 30:**

All COMMUNICATIONS RELATING TO any requests or orders, whether pending or otherwise, for access to PANELISTS' PERSONAL INFORMATION.

**RESPONSE TO REQUEST NO. 30**

comScore's obligation to respond to Request No. 30 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 31:**

All DOCUMENTS and ESI RELATING TO any contracts, amendments to contracts, agreements, and understandings between YOU and Trees for the Future, NPO.

**RESPONSE TO REQUEST NO. 31**

comScore's obligation to respond to Request No. 31 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 32:**

All any contracts, amendments to contracts, agreements, and understandings between YOU and Trees For the Future, NPO.

**RESPONSE TO REQUEST NO. 32**

comScore's obligation to respond to Request No. 32 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 33:**

All COMMUNICATIONS BETWEEN YOU AND YOUR EMPLOYEES RELATING

TO any contracts, amendments to contracts, agreements, and understandings between YOU and Trees for the Future, NPO, INCLUDING COMMUNICATIONS between YOU and any PERSON employed or acting on behalf of Trees For the Future, NPO.

**RESPONSE TO REQUEST NO. 33**

comScore's obligation to respond to Request No. 33 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 34:**

All complaints about PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 34**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production without any temporal limit; it is vague and ambiguous with respect to the meaning of "complaints;" and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence regarding class certification.

**REQUEST NO. 35:**

ALL DOCUMENTS and ESI RELATING TO complaints about PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 35**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it

purports to require production without any temporal limit; it is vague and ambiguous with respect to the meaning of "complaints;" and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence regarding class certification.

**REQUEST NO. 36:**

ALL COMMUNICATIONS BETWEEN YOU AND YOUR EMPLOYEES RELATING TO complaints about PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 36**

comScore's obligation to respond to Request No. 36 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 37:**

ALL COMMUNICATIONS BETWEEN YOU AND YOUR BUNDLING PARTNERS RELATING TO complaints about PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 37**

comScore's obligation to respond to Request No. 37 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 38:**

All COMMUNICATIONS to, from, or among, John O'Toole, Helena Barkman, and Jenny Ahujua RELATING TO complaints about PANELIST SOFTWARE.

**RESPONSE TO REQUEST NO. 38**

comScore's obligation to respond to Request No. 38 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 39:**

For all DOCUMENTS, ESI, CORRESPONDENCE or COMMUNICATIONS requested and/or produced, please produce any and all corresponding uncompiled source and object code written to generate or create any such DOCUMENT.

**RESPONSE TO REQUEST NO. 39**

comScore's obligation to respond to Request No. 39 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 40:**

All DOCUMENTS and ESI RELATED TO all versions of document or data retention policies, INCLUDING all document destruction inventories, logs, or schedules that IDENTIFY DOCUMENTS that RELATE TO the allegations of the COMPLAINT.

**RESPONSE TO REQUEST NO. 40**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production of documents without any temporal limit; and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents that are sufficient to demonstrate comScore's document and data retention policies from August 23, 2008 to the present.

**REQUEST NO. 41:**

All DOCUMENTS, ESI, CORRESPONDENCE or COMMUNICATIONS RELATED

TO any data that was deleted, physically destroyed, discarded, damaged, or overwritten, whether pursuant to a document retention policy or otherwise, since the filing of the COMPLAINT, that RELATE TO or reference the allegations of the COMPLAINT.

**RESPONSE TO REQUEST NO. 41**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production of documents without any temporal limit; and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents regarding data and document loss events, if any, from August 23, 2008 to the present.

**REQUEST NO. 42:**

ALL DOCUMENTS, ESI, CORRESPONDENCE or COMMUNICATIONS RELATED TO the allegations of the COMPLAINT demonstrating any extra-routine backups applicable to any servers IDENTIFIED in response to this request for production of documents, such as quarterly archival backup, and yearly backup, INCLUDING all documents that IDENTIFY the current location of any such backups.

**RESPONSE TO REQUEST NO. 42**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production of documents without any temporal limit; it is vague and

ambiguous with respect to the meaning of "extra-routine;" and it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, and after a reasonable search, comScore will produce copies of located, responsive, relevant, non-privileged documents regarding relevant server backups from August 23, 2008 to the present.

**REQUEST NO. 43:**

Any and all expert or consulting reports prepared on YOUR behalf RELATING TO any of the matters alleged in the COMPLAINT.

**RESPONSE TO REQUEST NO. 43**

comScore incorporates each of its general objections by reference. comScore further objects to this request on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, harassing and oppressive; it is overly broad and unduly burdensome in that it purports to require production of documents without any temporal limit; it seeks information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence; and it seeks to circumvent the parties' agreement regarding disclosure of expert witness reports as memorialized in the Form 52 entered in this case.

Subject to and without waiving the foregoing general and specific objections, comScore states that comScore will produce any expert witness reports in accordance with the parties' agreement as memorialized on the Form 52 entered in this case.

**REQUEST NO. 44:**

All DOCUMENTS, ESI, CORRESPONDENCE or COMMUNICATIONS that YOU used, relied upon, reviewed, referenced, or consulted in drafting YOUR public response to this lawsuit.

**RESPONSE TO REQUEST NO. 44**

comScore's obligation to respond to Request No. 44 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

**REQUEST NO. 45:**

Any and all policies of liability insurance under which YOU were named or covered during the RELEVANT TIME PERIOD.

**RESPONSE TO REQUEST NO. 45**

comScore's obligation to respond to Request No. 45 is stayed pursuant to Magistrate Judge Kim's Bifurcation Order issued March 2, 2012.

DATED: March 23, 2012

By  /s/ Robyn M. Bowland

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*Attorneys for Defendant comScore, Inc.*

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of **DEFENDANT COMSCORE, INC.'S RESPONSES TO PLAINTIFF HARRIS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS** has been caused to be served on March 23, 2012 to all counsel of record via email.

*/s/ Robyn M. Bowland*

Robyn M. Bowland