

EXHIBIT B

MIKE HARRIS and JEFF DUNSTAN,
individually and on behalf of a class of similarly
situated individuals,

Plaintiffs,

v.

COMSCORE, INC., a Delaware corporation,

Defendant.

Hon. James F. Holderman

Plaintiff Mike Harris, pursuant to Federal Rules of Civil Procedure 34, requests that Defendant comScore, Inc. produce the following documents for inspection and copying at the Law Offices of Edelson McGuire, LLC, 350 North LaSalle Street, Suite 1300, Chicago, Illinois 60654, and where appropriate, to Plaintiffs' expert, The Sylint Group, Inc., at 240 N Washington Blvd # 240 Sarasota, Florida 34236, within thirty (30) days of receipt of these Requests.

1. “ATTACHMENTS” means files or data that are physically or logically associated with or embedded into email, and should be identified by mapping to their parent by the Document or Production number. If attachments and embedded files are combined with their parent documents, then “BeginAttach” and “EndAttach” fields listing the unique beginning and end number for each attachment or embedded document must be included.

2. “BUNDLING PARTNER” means or refers to third parties that comScore contracts with, whether formally or otherwise, to combine its PANELIST SOFTWARE with the

BUNDLING PARTNER'S computer application.

3. "COLOR" means that if an original document contains color, the producing party may produce black and white image(s) for each such document. The parties agree that color copies of documents will be produced on an as-needed basis when specified by a party, upon a showing of good cause, and only when the color original is readily accessible. The requesting party will provide a specific Bates range for documents it wishes to be produced in color.

4. "COMMUNICATION" means or refers to the transmittal of information, facts or ideas including, but not limited to, communications in the form of any discussion, conversation, inquiry, negotiation, agreement, understanding, meeting telephone conversation, letter, correspondence, note, memorandum, e-mail message, telegram, advertisement or other form of exchange of words, whether oral or written.

5. "COMPLAINT" shall mean Plaintiffs' Class Action Complaint filed in the United States District Court for the Northern District of Illinois on August 23, 2011 (Dkt. No. 1.)

6. "COMPUTER" and "COMPUTER EQUIPMENT" means all data processing equipment, including but not limited to, central processing units (CPUs), whether contained in a server or free standing computer or laptop or PDA or similar device that may contain data storage capabilities, irrespective of whether such computing platform, infrastructure or storage is virtualized, whether that data be structured or unstructured, and also including any equipment where computer files (including without limitation, records, documents, logs, and any other contiguous or non-contiguous bit strings), hidden system files or metadata presently reside such as hard disk drives, optical disk drives, removable media, such as floppy disk drives, CD-ROM and DVD drives, Zip drives, Jaz drives, Maxtor drives or snap drives, data processing cards, computer magnetic tapes, backup tapes, drum and disk storage devices or any other similar

electronic storage media or system of whatever name or description. "Computer or computer equipment" also means all digital image evidence that may be stored on any type of hardware used to store or manipulate electronic images, including but not limited to microfilm, microfiche and their repositories and readers, or design or engineering computer systems and regardless of any digital image's format, including .jpg, .bmp, or some other advanced or proprietary form of digital image format, such as CAD layered drawings. "Computer or computer equipment" also refers to sources of digital evidence that may not presently be in use by your company or may have been deleted from your active systems, whether the source is a backup tape or disk, some other data retention system or some form of disaster recovery system. "Computer or computer equipment" also refers to places where digital evidence may reside that may have been deleted from your active files and which may not be readily recoverable from a backup medium, such as metadata.

7. "COMPUTER SYSTEM" refers to free standing servers, computers and laptops, and also refers to the network infrastructure and computer support systems of the Defendant or subject to the Defendant's possession, custody or control, such as its subsidiaries, predecessors, successors, assigns, joint ventures, partners, parents, agents or affiliates (in this country or throughout the world), including but not limited to the following:

- a. Defendant's LAN, WAN or other network systems, regardless of methods of connectivity (e.g., by T1, T3 or optical lines), domains, including PDCs, network OS (such as Novell, Microsoft, UNIX, Citrix or some other similar type) or protocols, backup and disaster recovery hardware and media, regardless of the physical location of those electronic storage systems.
- b. Defendant's email servers and any repository of email (including within

the inbox, sent box, deleted box or some similar file of the computers of employees or management), or in any backup form whatsoever, regardless of whether you use Microsoft Exchange, Outlook, Outlook Express, Lotus Notes or some combination of email management software or some alternative commercial or proprietary email management software.

c. Defendant's IS administrative offices, including backup and disaster recovery restoration plans and repositories, data retention plans and repositories, purge plans and repositories, training plans and repositories, and libraries of hardcopy materials of any description (regardless of where located) and online training and operation manuals that have been scanned to disk.

d. All offsite technology and service bureau support and provisioning systems, including but not limited to cloud or virtualized application, platform, infrastructure or storage schema, and including without limitation any support, scanning or data conversion support, offsite data storage or archive support schema in connection therewith.

e. Web hosting and administration services, including intranet and extranet sites, regardless of whether they are now publicly posted or exist in English, or some other language.

8. "CORRESPONDENCE" means or refers to all written and unwritten but recorded communications, including non-duplicate drafts, versions not sent, and copies that differ only in margin notes or annotations, including memos, letters analog or digital recordings, voicemail, email, computer files, computer disks, or other correspondence or things sent or received by you to or from any entity, including correspondence or files maintained or exchanged internally

within your business or with your employees.

9. "DATE" means the exact year, month and day, if known, or, if not known, your best approximation thereof.

10. "DESCRIBE" when used in relation to any process, policy, act or event means explain the process, policy, act or event in complete and reasonable detail, stating the time, date, and location, identifying all persons participating or present, and identifying all documents relating thereto.

11. "DOCUMENT" or "DOCUMENTS" shall mean any writings, letters, telegrams, memoranda, CORRESPONDENCE, email messages, memoranda or notes of conferences or telephone conversations, reports, studies, lists, compilations of data, papers, books, records, contracts, deeds, leases, agreements, pictures, photographs, transcripts, tapes, microfilm, computer data files, printouts, accounting statements, mechanical and electrical recordings, checks, pleadings, and other tangible things upon which any handwriting, typing, printing, drawing, representation, photostatic, or other magnetic or electrical impulses or other form of communication is recorded, stored or produced, including audio and video recordings and electronically-stored information (including but not limited to e-mails, web pages, Websites, computer discs, computer programs and computer files, including, where applicable, compiled and uncompiled source code), whether or not in printout form. These terms shall also mean copies of DOCUMENTS even though the originals are not in YOUR possession, custody or control; every copy of a DOCUMENT which contains handwritten or other notations or which otherwise does not duplicate the original of any other copy; all attachments to any DOCUMENTS; and any other DOCUMENTS, item and/or information discoverable under federal law and procedure, including, without limitation, the items referenced in Federal Rule of

Civil Procedure 34(a)(1).

12. “DUPLICATES” means exact duplicate ESI documents (based on MD5 or SHA-1 hash values) resident within a party’s data set. Only documents where the main document and the attachments are exactly the same will be considered exact duplicates. ESI with differing file names but identical hash values shall not be considered duplicates. Exact duplicate shall mean bit-for-bit identity with both document content and any associated metadata. Where any such documents have attachments, hash values must be identical for both the document-plus-attachment (including associated metadata) as well as for any attachment (including associated metadata) standing alone.

13. “E-DISCOVERY AGREEMENT” means and refers to the agreement entered into between Plaintiffs’ Counsel and Defendant’s Counsel regarding the production of source code and related documents. A copy of the terms of the agreement, set out via e-mails between the Parties is attached hereto as Exhibit A. The relevant time period for purposes of materials produced pursuant to the E-DISCOVERY AGREEMENT is September 17, 2009 to the present.

14. “EMPLOYEE” or “EMPLOYEES” means or refers to all present and former officers, directors, agents, attorneys, employees, and all PERSONS acting or purporting to act on behalf of comScore, Inc.

15. “ELECTRONICALLY STORED INFORMATION” or “ESI” as used herein, means and refers to computer generated information or data, of any kind, stored on computers, file servers, disks, tape or other devices or media, or otherwise evidenced by recording on some storage media, whether real virtual, or cloud based.

16. “IDENTIFY,” when used with respect to a natural person, means to state the person’s full name, present or last known business affiliation and position, past and present home

address and past position and business affiliation, if any, with any of the parties herein.

17. "IDENTIFY," when used with respect to a company or other business entity, means to state the company's legal name, the names under which it does business, its form (e.g., partnership, corporation, etc.), the address of its principal place of business, and to identify its principal proprietors, officers or directors.

18. "IDENTIFY," when used with respect to a document, means to state the date(s) prepared, drafted or generated, the author(s), intended and actual recipient(s), type of document (e.g., "letter," "Terms of Service" or "email"), and to identify its last known custodian or location.

19. "IDENTIFY," when used in reference to an event, transaction, or occurrence, means to describe the act in complete and reasonable detail; state the time, date, location; identify all persons participating or present; and identify all documents relating thereto.

20. "IDENTIFY," when used with respect to a communication, means to state type of communication (i.e., telephone discussion, email, face-to-face, etc.), the name and present address of each person present during the communication, or who otherwise observed or heard the communication and to state the subject matter of the communication and the date upon which it occurred. If the communication was in writing, identify all documents that relate or are related to the communication in the manner provided above.

21. "INCLUDES" and "INCLUDING" means "including, but not limited to;" "includes" means "includes, but not limited to."

22. "MAC PANEL" or "MAC PANELIST" means or refers to PERSONS who, during the RELEVANT TIME PERIOD, had MACINTOSH SOFTWARE operating on their computers.

23. "MACINTOSH SOFTWARE" means or refers to YOUR PANELIST SOFTWARE designed to function on Macintosh computers, including Premier Opinion.
24. "MEDIA" means an object or device, real or virtual, including but not limited to a disc, tape, computer or other device, on which data is or was stored.
25. "METADATA" means and refers to data about data, including without limitation, information embedded in a native file or other data that is not ordinarily viewable or printable from the application that generated, edited, or modified such native file which describes the characteristics, origins, usage and validity of the electronic file as well as information generated automatically by the operation of a computer or other information technology system when a native file is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.
26. "METADATA" means, in connection with ESI requested, and includes without limitation, file, application and system metadata. The following list identifies the Metadata fields that referred to (to the extent available):
- Document number or Production number (including the document start and document end numbers). This should use the standard Bates number in accordance with those used in previous productions.
 - BeginAttach
 - EndAttach
 - Title/Subject
 - Sent/Date and Time (for emails only)
 - Last Modified Date and Time Created Date and Time (for E-docs)
 - Received Date and Time (for emails only)

- Author
- Recipients
- cc:
- bcc:
- Source (custodian)
- Hash Value
- File Path
- Media (type of media that the document was stored on when it was collected)
- Page Count
- Original File Name
- Doc extension
- Full Text
- Accessed Date & Time
- Last Print Date

27. “NATIVE DATA FORMAT” means and refers to the format of ESI, whether structured or unstructured, in which it was generated and as used by the producing party in the usual course of its business and in its regularly conducted activities.

28. “PANELIST” means or refers to PERSONS who, during the RELEVANT TIME PERIOD, had PANELIST SOFTWARE operating on their computers.

29. “PANELIST SOFTWARE” means or refers to YOUR data collection software, INCLUDING, RelevantKnowledge, OpinionSpy, Premier Opinion, OpinionSquare, PermissionResearch, and MarketScore.

30. “PERSON” means or refers to any natural person, corporation, partnership,

association, organization, joint ventures, or other entity of any type or nature.

31. "PERSONAL INFORMATION" means or refers to an individual's name, address, age, zip code, phone number, username and password, Internet searches, website history, credit card numbers and any financial or other sensitive information, goods purchased online, specific advertisements clicked, or any other data that may personally identify an individual.

32. "PLAINTIFFS" means or refers to Plaintiffs Mike Harris and Jeff Dunstan.

33. "PRODUCTION OF PAPER DOCUMENTS" means production of paper-based original documents (i.e., documents which were not first generated by a computer, such as hand written memoranda) shall be produced in hard copy manner.

34. "RELATING TO," including its various forms such as "relates to," means to consist of, concern, discuss, mention, regard, refer to, reflect or be in any way logically, factually or legally connected, directly or indirectly, with the matter described.

35. "RELEVANT TIME PERIOD," means the ten (10) years prior to the date the Complaint was filed until the present. Unless otherwise indicated, all DOCUMENT and ESI production requests shall mean for the RELEVANT TIME PERIOD.

36. "SOURCE CODE" means or refers to the source code agreed to be produced by comScore pursuant to the E-DISCOVERY AGREEMENT, INCLUDING the WINDOWS SOFTWARE'S source code developed in or around September 17, 2009, the sole version of the MACINTOSH SOFTWARE'S source code, as well as every version of the RKVerify.exe source code from the past two (2) years.

37. "STATIC IMAGE" means or refers to a representation of ESI produced by converting a native file into a standard image format capable of being viewed and printed on

standard computer systems.

38. “THIRD-PARTY SOFTWARE” means or refers to software developed by YOUR software bundling partner(s) that is bundled with PANELIST SOFTWARE.

39. “WINDOWS SOFTWARE” means or refers to YOUR PANELIST SOFTWARE designed to operate on computers running the Microsoft Windows operating system.

40. “USER INTERFACE” means or refers to the graphical user interface containing YOUR Terms of Service displayed to potential PANELISTS during the installation of THIRD-PARTY SOFTWARE.

41. “YOU,” “YOUR,” “DEFENDANT,” or “COMSCORE” means or refers to Defendant comScore, Inc. and its divisions, subsidiaries, related companies, predecessors, and successors, all present and former officers, directors, agents, attorneys, employees, and all PERSONS acting or purporting to act on behalf of any of them.

II. Instructions

1. The PERSON responding to a request should have knowledge to answer said questions. If another PERSON has superior knowledge on certain questions, that other PERSON should respond to that request and be so designated. If such PERSON is unavailable, that PERSON should be fully identified and the nature and scope of their knowledge and the reasons that such PERSON’S knowledge is or is believed to be superior, explained fully.

2. In responding to these requests, furnish all information, however obtained, including hearsay, which is available to YOU and any information known by YOU, in YOUR possession, or appearing in YOUR records.

3. These are intended as continuing requests having within them a duty to timely supplement the responses until and during the course of trial.

4. Information sought by these requests that YOU obtain after YOU serve YOUR responses must be disclosed to PLAINTIFFS by supplementary responses.

5. It is intended by this set of requests to illicit information not merely within YOUR knowledge, but obtainable by YOU or on YOUR behalf.

6. YOU may not claim lack of information or knowledge as grounds for failing to respond to any request or as grounds for giving an incomplete or partial response to any request without exercising due diligence to secure the full information needed to do so. Where YOU rely or respond based on information provided to YOU from any other PERSON, fully IDENTIFY that PERSON and how YOU obtained the information from them. Where YOU rely on information in any DOCUMENT, specifically IDENTIFY the DOCUMENT and IDENTIFY the PERSON who has custody of that DOCUMENT.

7. If YOU cannot respond to a request in full after exercising due diligence to secure the full information needed to do so, so state and respond to the extent possible, specifying YOUR inability to respond to the remainder, stating whatever information or knowledge YOU have concerning the unresponded portion and detailing what YOU did in attempting to secure the unknown information.

8. If any request is objected to on the basis that the time period covered by the request is irrelevant, burdensome, or otherwise inappropriate, state what time period YOU consider proper for that request and answer the request for that time period, preserving YOUR objection to the remainder of the time period.

9. If YOU choose to provide in electronic MEDIA or machine-readable form (such as computer disk, cartridge, tape, punch cards, or other non-printed media) any answers, DOCUMENTS, or other materials in YOUR answers, YOU must provide all information and

things necessary for PLAINTIFF or his agents to fully access, read, and decode into plain English text all data and files so provided.

10. All DOCUMENTS, ESI, file systems, digital MEDIA are to be produced in their respective NATIVE FORMAT with all associated METADATA intact and, if such electronic DOCUMENTS or ESI are no longer available in their native formats for any reason, please IDENTIFY the reasons such NATIVE FORMAT DOCUMENTS are no longer available and the DATES each such DOCUMENT became unavailable.

11. Upon producing any DOCUMENT requested herein, YOU are instructed to indicate to which of the numbered requests for production the DOCUMENT is being produced in response. YOU may do so by referencing document numbers.

12. Under Rule 34(b)(2)(E) of the Federal Rules of Civil Procedure, all DOCUMENTS are to be produced in the form, order, and manner in which they are maintained in YOUR files. DOCUMENTS are to be produced in the folders, cartons, or containers in which they have been maintained, stored, clipped, stapled, or otherwise arranged in the same form and manner in which they were found and in such a manner that the office and location from which they were produced is readily identifiable. Whenever a DOCUMENT (as defined) or group of DOCUMENTS is taken out of a file folder, file drawer, file box, or notebook, before the same is produced, attach thereto a copy of the label on the file folder, file box, or notebook from which the DOCUMENT or group of DOCUMENTS was removed.

13. If any DOCUMENT requested has been lost or destroyed since its creation, IDENTIFY the nature of the DOCUMENT (e.g. letter, email, etc.), the date of the DOCUMENT, the PERSONS who sent and received the original and any copy of the DOCUMENT, a summary of the content of the DOCUMENT and describe when, where, how, and by whom said

DOCUMENT was lost or destroyed, and state the name of the PERSON(s) who last had custody thereof.

14. If, in responding to these requests, YOU encounter any ambiguity in construing either the request or any instruction relevant to the request, YOU should nonetheless respond to the request, set forth the matter deemed ambiguous, and shall set forth the construction used in responding to the request.

15. If YOU claim privilege as grounds for failing to produce any document requested:

- (i) IDENTIFY the author or originator of the DOCUMENT, the DATE authored or originated, the identity of each PERSON to whom an original or a copy was addressed or delivered, the identity of each PERSON known or reasonably believed by YOU to have present possession, custody or control thereof;
- (ii) Discuss the factual basis for YOUR claim of privilege in sufficient detail to permit the court to adjudicate the validity of that claim; and
- (iii) Produce so much of each such DOCUMENT that does not contain privileged information or COMMUNICATIONS.

16. “And” as well as “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside of the scope. Singular and plural words should be read so as to bring within the scope of these requests any information that might otherwise be construed to be outside their scope.

17. ATTACHMENTS. Email attachments and embedded files must be mapped to their parent by the DOCUMENT or production number. If attachments and embedded files are combined with their parent documents, then “BeginAttach” and “EndAttach” fields listing the unique beginning and end number for each attachment or embedded document must be included.

18. BATES NUMBERING. Each page of a produced DOCUMENT, or MEDIA upon which ESI in NATIVE FORMAT is produced, shall have a legible, unique page identifier "Bates Number" electronically "burned" onto or associated with the MEDIA, or image in such a manner that information from the source DOCUMENT is not obliterated, concealed, or interfered with. There shall be no other legend or stamp placed on the DOCUMENT image unless a DOCUMENT qualifies for confidential treatment pursuant to the terms of a Protective Order in this litigation, or has been redacted in accordance with applicable law or Court order. In the case of confidential materials as defined in the Protective Order, a designation may be "burned" onto or otherwise associated with the DOCUMENT'S image at a location that does not obliterate or obscure any information from the source document. For redacted material, the word "Redacted" will be burned onto the DOCUMENT image over the protected information. To the extent native files are produced, the producing party will name the native file with the Bates number.

19. COLOR. If an original DOCUMENT contains color, the producing party may produce black and white image(s) for each such DOCUMENT. The parties agree that color copies of DOCUMENTS will be produced on an as-needed basis when specified by a party, upon a showing of good cause, and only when the color original is readily accessible. The requesting party will provide a specific Bates range for documents it wishes to be produced in color.

20. DUPLICATES. To the extent that exact duplicate ESI DOCUMENT (based on MD5 or SHA-1 hash values) reside within a party's data set, each party is only required to produce a single copy of a responsive DOCUMENT. This de-duping should be done only on exact duplicate DOCUMENTS. Only DOCUMENTS where the main DOCUMENT and the attachments are exactly the same will be considered exact duplicates. ESI with differing file

names but identical hash values shall not be considered duplicates. Exact duplicate shall mean bit-for-bit identically with both DOCUMENT content and any associated METADATA. Where any such DOCUMENTS have attachments, hash values must be identical for both the document-plus-attachment (including associated METADATA) as well as for any attachment (including associated METADATA) standing alone. If requested, the parties will produce a spreadsheet identifying additional custodians who had a copy of the produced DOCUMENT.

21. FILE NAMING CONVENTIONS. Where production of .tiff images rather than NATIVE FORMAT ESI is requested or agreed to, each DOCUMENT image file produced shall be named with the unique Bates Number of the first page of the DOCUMENT, followed by the extension “.tif” or “.tiff.” To the extent separate text files are provided, text files should be named the same as the first tiff image of the DOCUMENT.

22. METADATA will be provided in connection with ESI requested, and includes without limitation, file, application and system METADATA. The following list identifies the METADATA fields that will be produced (to the extent available):

- Document number or production number (including the document start and document end numbers). This should use the standard Bates number in accordance with those used in previous productions.
- BeginAttach
- EndAttach
- Title/Subject
- Sent/Date and Time (for emails only)
- Last Modified Date and Time Created Date and Time (for E-docs)
- Received Date and Time (for emails only)
- Author

- Recipients
- cc:
- bcc:
- Source (custodian)
- Hash Value
- File Path
- Media (type of media that the document was stored on when it was collected)
- Page Count
- Original File Name
- Doc Extension
- Full Text
- Accessed Date & Time
- Last Print Date

23. PRODUCTION OF PAPER DOCUMENTS. Production of paper-based original DOCUMENT (i.e., DOCUMENT which were not first generated by a COMPUTER, such as hand written memoranda) shall be produced in hard copy manner.

24. For any term used herein, which is not otherwise specifically defined, the common and usual meaning of such term is intended. Any ambiguity in these requests shall be resolved so as to construe these requests as broadly as possible.

III. Documents Requested

DOCUMENT 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.

DOCUMENT REQUEST NO. 2

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

DOCUMENT REQUEST NO. 3

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

DOCUMENT REQUEST NO. 4

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 6

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 8

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

DOCUMENT REQUEST NO. 9

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 11

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 13

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

DOCUMENT REQUEST NO. 14

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

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT REQUEST NO. 18

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

DOCUMENT REQUEST NO. 19

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 21

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

DOCUMENT REQUEST NO. 22

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

DOCUMENT REQUEST NO. 23

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

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT REQUEST NO. 27

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 29

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

DOCUMENT REQUEST NO. 30

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 32

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

DOCUMENT 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.

DOCUMENT REQUEST NO. 34

ALL complaints about PANELIST SOFTWARE.

DOCUMENT REQUEST NO. 35

ALL DOCUMENTS and ESI RELATING TO complaints about PANELIST SOFTWARE.

DOCUMENT REQUEST NO. 36

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

DOCUMENT REQUEST NO. 37

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

DOCUMENT REQUEST NO. 38

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

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT 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.

DOCUMENT REQUEST NO. 43

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

DOCUMENT 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.

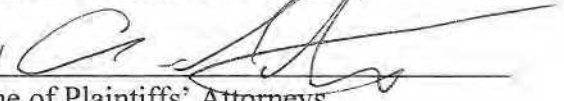
DOCUMENT REQUEST NO. 45

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

Dated: December 16, 2011

RESPECTFULLY SUBMITTED,

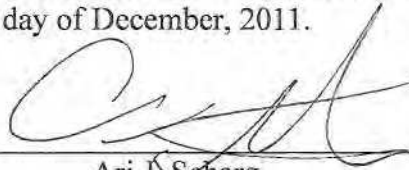
MIKE HARRIS AND JEFF DUNSTAN,
INDIVIDUALLY AND ON BEHALF OF A CLASS OF
SIMILARLY SITUATED INDIVIDUALS,

By: /s/ 
One of Plaintiffs' Attorneys

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CERTIFICATE OF SERVICE

I, Ari Scharg, an attorney, hereby certify that on December 16, 2011, I served the above and foregoing *Plaintiff's First Set of Requests For the Production of Documents to Defendant comScore, Inc.* by causing true and accurate copies of such paper to be transmitted to the persons shown below via electronic mail, and further by causing true and accurate copies of such paper to be placed in postage prepaid envelopes addressed to the persons shown below, and by causing such envelopes to be deposited in the United States Mailbox located at 350 North LaSalle Street, Chicago, Illinois on this the 16th day of December, 2011.



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EXHIBIT A



Chandler Givens <cgivens@edelson.com>

Dunstan v comScore: Source code issues

Somvichian, Whitty <wsomvichian@cooley.com>

Tue, Nov 29, 2011 at 12:03 PM

To: "Steven W. Teppler" <steppler@edelson.com>, "cgivens@edelson.com" <cgivens@edelson.com>

Cc: "Sardo, Ray" <rsardo@cooley.com>

Gentlemen:

Thank you for acknowledging comScore's cooperation during yesterday's phone call. We agree the call was productive. This email summarizes the source code issues we discussed. On the call were Santiago Ayala and Serge Jorgensen from Sylint (Plaintiff's e-discovery expert); Tom Cushing, Mike Brown, and Richard Weaver from comScore; Whitty Somvichian and Ray Sardo from Cooley; and Steve Teppler and Chandler Givens from Edelson McGuire.

The parties discussed the following:

- Plaintiffs agreed to limit their initial request of source code to "consumer-side" source code, meaning the source code for the comScore software that is installed on Panelists' computers. The parties agreed to defer discussion regarding "server-side" and other source code for a later time.
- Plaintiffs requested the above source code going back two years.
- comScore indicated that its last design build for the Panelist software dates back to September 17, 2009 and that approximately thirteen "patches" and other updates have been released to date. Plaintiffs agreed that rather than seeking production of all thirteen versions of the source code associated with each patch, they would request that comScore produce (i) the version of the source code as of September 17, 2009, and (ii) comScore's summary documents explaining the purpose of the thirteen patches and updates. Plaintiffs will then evaluate whether other versions of the source code are needed and the parties will confer further as necessary.
- The parties discussed the different "brands" of comScore software (e.g., Permission Research, Relevant Knowledge, etc.). comScore indicated that, to the best of its knowledge, the source code for the different "brands" is substantively the same across the PC platform, with minor exceptions based on the branding associated with the particular software package, as discussed on the call. With respect to the MAC platform, comScore indicated there was only one "brand" of MAC software. Plaintiffs agreed not to seek production of the source code for each "brand" of its software and agreed that comScore can instead produce one version of the source code for the PC platform and the source code applicable to the MAC platform – subject to a representation by comScore that the source code for each brand is substantively the same, with the exceptions as noted on the call.
- The parties also discussed the "RK Verify" process that ensures that comScore's disclosures are shown

to users during the installation process. Plaintiffs requested that comScore produce the source code for each version of RK Verify used in the last two years.

- The parties also discussed the potential production of compiled, executable code and Plaintiffs agreed to download a current executable version of the Panelist software from a public source and to defer production of executable code from comScore.
- The proposed productions above would be subject to entry of an appropriate protective order to include the confidentiality protections discussed on our prior calls. comScore will provide a proposed draft.

Please confirm that the above is consistent with your understanding of the current proposal. I want to make sure there is no confusion on the proposal before we close the loop on our side and confirm whether comScore can agree to the proposed terms. Thank you.

Whitty Somvichian

Litigation Partner

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Direct: [415-693-2061](tel:415-693-2061) " Fax: [415-693-2222](tel:415-693-2222)

Bio: www.cooley.com/wsomvichian " Practice: www.cooley.com/litigation

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Chandler Givens <cgivens@edelson.com>

Dunstan v comScore: Source code issues

Chandler Givens <cgivens@edelson.com>

Thu, Dec 1, 2011 at 12:01 PM

To: "Somvichian, Whitty" <wsomvichian@cooley.com>

Cc: "steppler@edelson.com" <steppler@edelson.com>, "Sardo, Ray" <rsardo@cooley.com>

Whitty,

Thanks for the phone call. To confirm, we are in agreement that comScore should produce all versions of rkverify source code from the last two years. In addition, comScore will provide relevant documentation describing the form (template) language and design configuration it provides to third party developers. You indicated that you would check with comScore, but believed that providing the registry keys discussed would be OK.

I also informed you that we plan on serving discovery sometime early next week, and will provide you with a redlined copy of the protective order by the end of the day. Last, we will shoot over a more comprehensive proposal of how we envision discovery proceeding (possibly to be filed with the form 52) in the next couple of days.

If this wasn't your understanding, please let me know.

Best,
Chandler

[Quoted text hidden]