

# EXHIBIT 1

Ball, Harley

HIGHLY CONFIDENTIAL  
Kansas City, MO

March 29, 2007

Page 146	Page 148
<p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. What does that mean?</p> <p>4 A. I don't know.</p> <p>5 Q. Okay. What does built end-to-end</p> <p>6 with Cisco equipment mean?</p> <p>7 A. Generally, end-to-end would mean</p> <p>8 from one end of the equipment with others. And</p> <p>9 Cisco would be part of that.</p> <p>10 Q. Does it mean that each component in</p> <p>11 the architecture is a Cisco component?</p> <p>12 A. Not necessarily.</p> <p>13 Q. Okay. Did Sprint ever deploy the</p> <p>14 IP Next-Generation Network?</p> <p>15 A. According to this sentence, but I'm</p> <p>16 not aware.</p> <p>17 Q. Okay. Are you aware of whether</p> <p>18 Sprint provides voice over the Internet services to</p> <p>19 others?</p> <p>20 A. It's my understanding that we do</p> <p>21 employ some voice over Internet services.</p> <p>22 Q. Okay. Does Sprint contend the</p>	<p>1 Q. If we go back down to the paragraph</p> <p>2 under the heading Sprint and Cisco renew strategic</p> <p>3 alliance, with reference to the alliance that was</p> <p>4 first established in December 2001, did Sprint</p> <p>5 license any of its technology to Cisco?</p> <p>6 A. No.</p> <p>7 Q. And how do you know that?</p> <p>8 A. I would have been consulted</p> <p>9 associated with any licensing.</p> <p>10 Q. Okay. And when is the last time</p> <p>11 you reviewed that agreement?</p> <p>12 A. The -- I don't know.</p> <p>13 Q. Okay. But you are aware there is</p> <p>14 no licensing of technology of Sprint to Cisco in</p> <p>15 that agreement?</p> <p>16 A. That's my understanding.</p> <p>17 Q. All right. How did you gain that</p> <p>18 understanding?</p> <p>19 A. Because I would have been consulted</p> <p>20 in any license agreement associated with our</p> <p>21 intellectual property.</p> <p>22 Q. Okay. And with respect to the</p>
Page 147	Page 149
<p>1 provision of the VOIP services comes within the</p> <p>2 scopes of any of the asserted patents in this case?</p> <p>3 MR. WEBB: Objection. It's far outside</p> <p>4 the scope of the 30(b)(6) notice.</p> <p>5 The witness can answer based upon his own</p> <p>6 knowledge if he knows.</p> <p>7 A. I'm not aware of whether or not</p> <p>8 they do.</p> <p>9 MR. McPHERSON:</p> <p>10 Q. Have you ever directed anybody at</p> <p>11 Sprint to do an analysis of whether the services</p> <p>12 Sprint provides comes within the scopes of the</p> <p>13 patents asserted in this case?</p> <p>14 A. No.</p> <p>15 Q. Are you aware of whether Sprint</p> <p>16 ever provided VOIP services to a customer?</p> <p>17 MR. WEBB: Same objection.</p> <p>18 A. It is my understanding we employ</p> <p>19 some voice over IP services in our network.</p> <p>20 MR. McPHERSON:</p> <p>21 Q. When did that first begin?</p> <p>22 A. I don't know.</p>	<p>1 three-year extension of that strategic alliance</p> <p>2 referenced in the same paragraph, did it include</p> <p>3 any licenses of the Sprint technology?</p> <p>4 A. That's not my understanding.</p> <p>5 Q. And that's based upon your</p> <p>6 recollection that you were not consulted regarding</p> <p>7 those licenses. Is that correct?</p> <p>8 A. Exactly.</p> <p>9 Q. Was one of the purposes of the</p> <p>10 strategic alliance entered into in December of 2001</p> <p>11 to allow Sprint to provide VOIP services?</p> <p>12 A. I don't know.</p> <p>13 Q. Who would know the answer to that</p> <p>14 question?</p> <p>15 A. I don't know.</p> <p>16 (Exhibit Ball 008, the last sentence says,</p> <p>17 "As the 8, Cisco Sprint Extend Alliance, 7/11/05, was</p> <p>18 marked for identification by the court reporter.)</p> <p>19 THE REPORTER: I've marked Exhibit</p> <p>20 Ball 008.</p> <p>21 (The reporter hands a document to the witness.)</p> <p>22 MR. McPHERSON:</p>