

EXHIBIT E

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July 6, 2011

VIA E-MAIL

Susan Baker Manning, Esq.
Bingham McCutchen LLP
2020 K Street NW
Washington, DC 20006-1806

Re: *Skyhook Wireless, Inc. v. Google Inc., Case No. 10-cv-11571-RWZ (D. Mass.)*

Dear Susan:

Thank you for sending us a proposed stipulation regarding the production of documents prior to the entry of a protective order in this case. We are hopeful that the parties will be able to reach an agreement and move forward with discovery. Skyhook proposes three modifications to the stipulation:

1. Skyhook does not agree to the provision that "no party shall be required to produce or make available for inspection documents or information that would properly be deemed 'Highly Confidential – Source Code.'" First, there is no way for Skyhook to know what Google would be withholding pursuant to this provision that should otherwise have been produced under the Patent Local Rule. Therefore, we cannot carve out "Highly Confidential – Source Code" material from the production. Second, it is unclear why "the extreme sensitivity of code, the agreed upon additional protections, and the likelihood that any meaningful review would need to be conducted by experts" means that inspection "will need to take place after entry of the actual protective order," as you explain in your accompanying letter. Skyhook is offering to treat "Highly Confidential – Source Code" material exactly how Google has proposed it be treated. And that this material could require expert review does not justify withholding it from inspection prior to the entry of the actual protective order, which might not be entered for weeks if not months. The parties can engage experts prior to the entry of the protective order. There is simply no need to further delay discovery of documents or information that would properly be deemed "Highly Confidential – Source Code."

2. We see no reason to require the Court to enter the stipulation as an order. Many stipulations are entered by parties without being ordered by the Court, *e.g.*, parties can stipulate to dismissal without a Court order. Fed. R. Civ. P. 41(a)(1)(A)(ii). Please confirm

Susan Baker Manning, Esq.

July 6, 2011

Page 2

that once the stipulation is signed by the parties we can proceed without a Court order. Given the upcoming claim construction deadlines, further delay would be unreasonable.

3. Skyhook would like to add the following provision to the stipulation: "The parties' consent to this stipulation may not be used for any purpose in connection with any motion regarding the appropriate terms of the protective order."

Please let us know whether Google will agree to these suggested modifications of the stipulation. We would appreciate a response prior to our call at 4 p.m. Eastern tomorrow. Otherwise, we will hold our discovery conference as scheduled.

Sincerely,

/s/ Lina F. Somait

Lina F. Somait