EXHIBIT G

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ATTORNEYS & ADVISORS

February 8, 2011

VIA EMAIL AND US MAIL
William A. Delgado
Willenken Wilson Loh & Lieb LLP
707 Wilshire Boulevard, Suite 3850
Los Angeles, CA 90017

Re: Weather Underground v. Navigation Catalyst Systems, Inc.

Dear Will:

This is responding to your letter dated December 29, 2010, and your follow-up letter dated January 24, 2011, wherein you requested certain de-designations. I respond to them in turn below.

62:17-63:9

Fed. R. Civ. P. 26(a)(2)(B)(vi) requires that an expert's written report contain the compensation to be paid, but it does not require public disclosure of it. Pursuant to the Protective Order, this information, just like the facts or data considered by an expert witness under FRCP 26(a)(2)(B)(ii) may be confidential. Absent your ability to provide a case supporting your position, our designation remains.

67:13-22

Agree to remove.

219: 8-11

The December 1, 2010 revision to Rule 26(a)(2) limits discovery of any communications between an expert and counsel. The fact that this Rule changed since the filing of the present lawsuit is inapposite. In fact, the amendment itself, which can be found at http://www.supremecourt.gov/orders/courtorders/frcv10.pdf, states that the amendment to Rule 26 "shall govern in all proceedings thereafter commenced and, insofar as just and practicable, all proceedings then pending." Courts have held that changes in procedural rules such as this may be applied in suits arising before their enactment and do not raise

retroactivity concerns. *See Landgraf v. USI Film Products*, 511 U.S. 244, 275 (1994). As such, it is entirely just and practicable to enforce the amended Rule. As such, your reliance upon *Rochow v. Life Ins. Co. of North America*, 2010 WL 100633 (E.D. Mich. 2010), which was decided on June 5, 2010, does not control since it was decided prior to the enactment of the amendment to Rule 26 on December 1, 2010.

That said, and notwithstanding the above, your case confirms that waiver of the attorney-client privilege pertains to only the materials furnished to the expert "to be considered in forming their opinions…" Clearly, Mr. Schwerzler can not offer an opinion, or legal conclusion, regarding what is and is not bad faith. Such a legal conclusion, or opinion, is simply not admissible. *Ross Brox. Const. Co., Inc. v. Markwest Hydrocarbon, Inc.*, 196 F. App's. 412, 415 (6th Cir. 2006). Mr. Schwerzler's expert report and testimony is primarily limited to NCS's use of, and sufficiency of, automated and manual measures to prevent cybersquatting as well as NCS's historical and present domain portfolio and associated databases. Thus, since the communication furnished to Mr. Schwerzler, namely "Our lawyers think that now the primary focus is going to come down to showing intent. They may have been negligent, but were they acting in bad faith." was not, and could not have been for that matter, considered in forming his opinion, it is subject to the attorney-client privilege and cannot be waived.

In addition, the communication, based upon its plain language ("Our lawyers think…") and its context within the email, clearly is one from counsel to Plaintiff. The email was communicated specifically to non-expert, and Plaintiff's client, Alan Steremberg. Any communication with Mr. Schwerzler outside of his capacity as an expert, which occurred prior to his designation as expert, subsequently communicated to Plaintiff's non-expert client does not waive the attorney-client privilege. Thus, our designation for both the document (Deposition Exhibit 220) and the testimony remain.

Should you wish to discuss further, please do not hesitate to contact me.

Sincerely,

TRAVERSE LEGAL, PLC

Enrico Schaefer
Enrico@traverselegal.com