

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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WIRELESS INK CORP.,	:
	:
Plaintiff,	:
	:
-against-	:
	:
FACEBOOK, INC.; GOOGLE, INC.;	:
YOUTUBE, INC.; YOUTUBE, LLC.;	:
MYSFACE, INC.,	:
	:
Defendants.	:
----- x	

**No. 11 Civ. 1751 (PKC)
ECF CASE**

**DEFENDANT YOUTUBE, LLC’S ANSWER
TO PLAINTIFF WIRELESS INK CORPORATION’S
COMPLAINT FOR PATENT INFRINGEMENT**

Defendant YouTube, LLC (“YouTube”) responds to the Complaint for Patent Infringement (“Complaint”) of Plaintiff Wireless Ink Corporation (“Plaintiff” or “Wireless Ink”) as follows:

YouTube believes that no response to the preamble of the Complaint is required, but to the extent any response is required, and to the extent the allegations contained in the preamble are directed at YouTube, YouTube denies the allegations contained in the preamble. To the extent the allegations contained in the preamble are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the preamble of the Complaint and on that basis denies the allegations contained therein.

NATURE OF THE ACTION

1. YouTube admits that the U.S. Patent No. 7,908,342 B2 (the “342 patent”) is entitled, on its face, “Method, Apparatus and System for Management of Information Content for

Enhanced Accessibility over Wireless Communication Networks.” YouTube specifically denies that the ’342 patent was duly and legally issued. Further, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegation that “Wireless Ink is the owner of all right, title and interest in and to” the ’342 patent and on that basis denies the allegation. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 1 of the Complaint.

2. To the extent they are directed at YouTube, YouTube denies the allegations contained in paragraph 2 of the Complaint. YouTube specifically denies any infringement and/or inducement of infringement of the ’342 patent. To the extent the allegations contained in paragraph 2 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint and on that basis denies the allegations contained therein.

3. YouTube admits U.S. Patent Application No. 12/548,928 was published on February 18, 2010, U.S. Patent No. 10/464,526 was filed on June 18, 2003, and Provisional Application No. 60/389,430 was filed on June 18, 2002. To the extent the allegations contained in paragraph 3 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint and on that basis denies the allegations contained therein. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 3 of the Complaint.

4. YouTube admits receiving the letter attached in Exhibit A addressed to it from the Plaintiff on or about February 23, 2011. To the extent the allegations in paragraph 4 of the Complaint purport to refer to letters, YouTube refers to the letters for their content. To the

extent the allegations contained in paragraph 4 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and on that basis denies the allegations contained therein. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 4 of the Complaint.

5. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and on that basis denies the allegations contained therein.

6. To the extent the allegations contained in paragraph 6 of the Complaint are directed at YouTube, YouTube denies the allegations in paragraph 6. YouTube specifically denies any infringement of the '342 patent and that any alleged infringement was or is willful, and/or purposeful and/or deliberate. YouTube further specifically denies that Wireless Ink is entitled to any damages. To the extent the allegations contained in paragraph 6 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and on that basis denies the allegations contained therein.

JURISDICTION AND VENUE

7. YouTube admits that Wireless Ink's Complaint purports to state a claim for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 101, *et seq.*, and that, pursuant to 28 U.S.C. §§ 1331 and 1338(a), this Court has subject matter jurisdiction over actions arising under the Patent Laws of the United States. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 7 of the Complaint.

8. For purposes of this action only, YouTube does not contest that venue is proper as to YouTube. To the extent the allegations contained in paragraph 8 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint and on that basis denies the allegations contained therein. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 8 of the Complaint.

9. YouTube admits that it does business within the United States, including within this Judicial District. YouTube specifically denies any acts of infringement of the '342 patent. To the extent the allegations contained in paragraph 9 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and on that basis denies the allegations contained therein. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 9 of the Complaint.

PARTIES

10. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and on that basis denies the allegations contained therein.

11. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and on that basis denies the allegations contained therein.

12. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and on that basis denies the allegations contained therein.

13. YouTube denies that YouTube, Inc. is a Delaware Corporation, with its principal place of business in San Bruno California. YouTube, Inc. no longer exists as a corporate entity. YouTube further denies that YouTube, LLC is a Delaware Corporation, but admits that its principal place of business is in San Bruno, California. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 13 of the Complaint.

14. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and on that basis denies the allegations contained therein.

15. To the extent they are directed at YouTube, YouTube denies the allegations contained in paragraph 15 of the Complaint. YouTube specifically denies it has committed any acts defined as unlawful under 35 U.S.C. § 271 and § 154(d). To the extent the allegations contained in paragraph 15 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and on that basis denies the allegations contained therein.

FACTUAL ALLEGATIONS

16. To the extent they are directed at YouTube, YouTube denies the allegations contained in paragraph 16 of the Complaint. YouTube specifically denies any infringement of the '342 patent. To the extent the allegations contained in paragraph 16 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and on that basis denies the allegations contained therein.

17. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint and on that basis denies the allegations contained therein.

18. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and on that basis denies the allegations contained therein.

19. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and on that basis denies the allegations contained therein.

20. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and on that basis denies the allegations contained therein.

21. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and on that basis denies the allegations contained therein.

22. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and on that basis denies the allegations contained therein.

23. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and on that basis denies the allegations contained therein.

24. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint and on that basis denies the allegations contained therein.

25. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint and on that basis denies the allegations contained therein.

26. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and on that basis denies the allegations contained therein.

27. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and on that basis denies the allegations contained therein.

28. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and on that basis denies the allegations contained therein.

29. To the extent the allegations in paragraph 29 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement. YouTube admits that it operates www.youtube.com. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 29 of the Complaint.

30. To the extent the allegations in paragraph 30 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement. YouTube admits that

it operates m.youtube.com. Except as expressly admitted herein, YouTube denies the remaining allegations contained in paragraph 30 of the Complaint.

31. To the extent the allegations in paragraph 31 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement. YouTube denies the remaining allegations contained in paragraph 31 of the Complaint.

32. To the extent the allegations in paragraph 32 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement. YouTube denies the remaining allegations contained in paragraph 32 of the Complaint.

33. To the extent the allegations in paragraph 33 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement. YouTube denies the remaining allegations contained in paragraph 33 of the Complaint.

34. To the extent the allegations in paragraph 34 are conclusions of law or legal argument, they do not require a response, but to the extent a response is required YouTube denies the allegations and YouTube specifically denies any infringement.

35. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and on that basis denies the allegations contained therein.

36. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and on that basis denies the allegations contained therein.

37. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint and on that basis denies the allegations contained therein.

38. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and on that basis denies the allegations contained therein.

39. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and on that basis denies the allegations contained therein.

40. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and on that basis denies the allegations contained therein.

41. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and on that basis denies the allegations contained therein.

42. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and on that basis denies the allegations contained therein.

43. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and on that basis denies the allegations contained therein.

44. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and on that basis denies the allegations contained therein.

45. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and on that basis denies the allegations contained therein.

46. The allegations set forth in paragraph 46 of the Complaint are immaterial or impertinent and do not require a response. To the extent a response is required for the allegations set forth in paragraph 46 of the Complaint, YouTube admits that it operates m.youtube.com. YouTube also admits that advertisements appear on m.youtube.com in certain instances. Except as expressly admitted herein, YouTube denies the allegations contained in paragraph 46 of the Complaint.

47. The allegations set forth in paragraph 47 of the Complaint are immaterial or impertinent and do not require a response. To the extent a response is required for the allegations set forth in paragraph 47 of the Complaint, and except as expressly admitted herein, YouTube denies those allegations. To the extent that the allegations in paragraph 47 purport to quote Taylor Cascino, YouTube refers to the quote for its content, and denies that the allegations in paragraph 47 are a full and accurate quote.

48. The allegations set forth in paragraph 48 of the Complaint are immaterial or impertinent and do not require a response. To the extent a response is required for the allegations set forth in paragraph 48 of the Complaint, and except as expressly admitted herein, YouTube denies those allegations. To the extent that the allegations in paragraph 48 purport to

quote Shishir Mehrotra, YouTube refers to the quote for its content, and denies that the allegations in paragraph 48 are a full and accurate quote.

49. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint and on that basis denies the allegations contained therein.

50. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint and on that basis denies the allegations contained therein.

51. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint and on that basis denies the allegations contained therein.

52. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and on that basis denies the allegations contained therein.

53. The allegations set forth in paragraph 53 of the Complaint are immaterial or impertinent and do not require a response and except as expressly admitted herein, YouTube denies the allegations contained in paragraph 53 of the Complaint. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations in paragraph 53 of the Complaint purport to quote articles or websites, YouTube refers to those articles or websites for their content.

54. The allegations set forth in paragraph 54 of the Complaint are immaterial or impertinent and do not require a response and except as expressly admitted herein, YouTube

denies the allegations contained in paragraph 54 of the Complaint. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and on that basis denies the allegations contained therein.

55. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint and on that basis denies the allegations contained therein.

56. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations in paragraph 56 of the Complaint purport to quote an article or website, YouTube refers to that article or website for its content.

57. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint and on that basis denies the allegations contained therein.

58. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations in paragraph 58 of the Complaint purport to quote articles or websites, YouTube refers to those articles or websites for their content.

59. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations in paragraph 59 of the Complaint purport to quote articles or websites, YouTube refers to those articles or websites for their content.

60. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint and on that basis denies the allegations contained therein.

61. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations in paragraph 61 of the Complaint purport to quote an article or website, YouTube refers to that article or website for its content.

62. YouTube is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint and on that basis denies the allegations contained therein.

63. To the extent the allegations of paragraph 63 are directed to any other defendant, YouTube is without sufficient knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies them. YouTube denies the remaining allegations contained in paragraph 63.

64. YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and on that basis denies the allegations contained therein.

65. To the extent the allegations contained in paragraph 65 of the Complaint are directed at YouTube, YouTube denies the allegations contained in paragraph 65 of the Complaint, and YouTube specifically denies any infringement of the '342 patent and further denies that Wireless Ink possesses any valid and lawful patent rights. YouTube is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 65 of the Complaint and on that basis denies those allegations.

66. To the extent the allegations contained in paragraph 66 of the Complaint are directed at YouTube, YouTube denies the allegations contained in paragraph 66 of the Complaint, and YouTube specifically denies any infringement of the '342 patent, any indifference by YouTube to a known patent risk, that any alleged infringement was willful and that plaintiff is entitled to any damages. YouTube is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 66 of the Complaint and on that basis denies those allegations.

67. To the extent the allegations contained in paragraph 67 of the Complaint are directed at YouTube, YouTube denies those allegations. YouTube specifically denies any inducement of infringement of the '342 patent. YouTube is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 67 of the Complaint and on that basis denies those allegations.

FIRST CLAIM FOR RELIEF
(Infringement of the '342 Patent)

68. YouTube repeats and incorporates by reference its responses as set forth in paragraphs 1-67 above.

69. To the extent the allegations in paragraph 69 purport to recite what “Wireless Ink alleges,” YouTube is without knowledge or information sufficient to form a belief as to what Wireless Ink believes or alleges and on that basis denies the allegations contained therein. YouTube specifically denies that it is infringing or has infringed any claim of the '342 patent literally or under the doctrine of equivalents, has actively induced infringement by others and committed any other act defined in 35 U.S.C. § 271 as unlawful. To the extent the allegations contained in paragraph 69 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraph 69 of the Complaint and on that basis denies the allegations contained therein. To the extent a response is required from YouTube for the remaining allegations set forth in paragraph 69 of the Complaint, YouTube denies those allegations.

70. To the extent the allegations contained in paragraph 70 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations of paragraph 70 are directed at YouTube, YouTube denies those allegations, and specifically denies that the plaintiff is entitled to any damages.

71. To the extent the allegations contained in paragraph 71 of the Complaint are directed at any other defendant, YouTube is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and on that basis denies the allegations contained therein. To the extent the allegations of paragraph 71 are directed at YouTube, YouTube denies those allegations, and specifically denies any direct or inducement of infringement of the '342 patent, that any alleged infringement was willful, and that Wireless Ink possesses any valid and lawful rights in the '342 patent.

* * *

YouTube denies that Wireless Ink is entitled to the relief sought in items A through I on page 18 of the Complaint.

AFFIRMATIVE DEFENSES

In addition to the defenses described below, YouTube reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent Laws of the United States and

any other defenses, at law or in equity, which may now exist or in the future may be available based on discovery and further factual investigation in this case.

FIRST AFFIRMATIVE DEFENSE

72. YouTube has not infringed and is not infringing any claim of the '342 patent, either directly or by inducing or contributing to infringement by others.

SECOND AFFIRMATIVE DEFENSE

73. Each of the claims of the '342 patent is invalid, unenforceable, and/or void for failing to comply with one or more of the requirements for patentability under the Patent Laws of the United States, including but not limited to, 35 U.S.C. §§ 101, 102, 103, 112 *et seq.*

THIRD AFFIRMATIVE DEFENSE

74. Wireless Ink is estopped from construing any valid claim of the '342 patent to cover or include, either literally or by application of the doctrine of equivalents, any product or service manufactured, used, imported, sold, or offered by YouTube because of admissions and statements to the United States Patent and Trademark Office in the specification of the '342 patent and during prosecution of the application leading to the issuance of the '342 patent.

FOURTH AFFIRMATIVE DEFENSE

75. The claims alleged in the Complaint are barred, in whole or in part, by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

76. Wireless Ink is not entitled to enhanced or increased damages for willful infringement because YouTube has not engaged in any conduct that meets the applicable standard for willful infringement. Wireless Ink has also failed to adequately plead or state a claim for relief for willful infringement.

SIXTH AFFIRMATIVE DEFENSE

77. Wireless Ink is not entitled to injunctive relief because any alleged injury to Wireless Ink is not immediate or irreparable, and Wireless Ink has an adequate remedy at law.

SEVENTH AFFIRMATIVE DEFENSE

78. With respect to each purported claim for relief alleged in the Complaint, Wireless Ink fails to state a claim against YouTube upon which relief may be granted, including but not limited to any claim for infringement, contributory infringement, inducing infringement or willful infringement.

EIGHTH AFFIRMATIVE DEFENSE

79. Wireless Ink failed to provide adequate notice to YouTube of alleged infringement and is thus barred under 35 U.S.C. § 287 from recovering damages prior to the date of the filing of the Complaint.

80. Wireless Ink is barred by 35 U.S.C. § 288 from recovering costs associated with its action.

81. By asserting this affirmative defense, YouTube does not assume any burden of proof.

NINTH AFFIRMATIVE DEFENSE

82. Wireless Ink cannot prove that this is an exceptional case justifying award of attorney fees against YouTube pursuant to 35 U.S.C. § 285.

TENTH AFFIRMATIVE DEFENSE

83. To the extent Wireless Ink purports to identify a YouTube product, Wireless Ink's claims for contributory infringement are barred in whole or in part under 35 U.S.C. § 271(c) in view of the substantial non-infringing uses of such allegedly infringing product.

ELEVENTH AFFIRMATIVE DEFENSE

84. YouTube's investigation of its defenses is continuing, and YouTube expressly reserves the right to allege and assert any additional affirmative defenses under Rule 8 of the Federal Rules of Civil Procedure, the patent laws of the United States and any other defense, at law or in equity, that may now exist or in the future be available based upon discovery and further investigation in this case. YouTube also expressly incorporates by reference herein all defenses pleaded by any other defendant in this action in its respective answer to the Complaint.

JURY DEMAND

YouTube requests a trial by jury as to all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Defendant YouTube respectfully requests that the Court enter an Order and Judgment:

- A. Dismissing Wireless Ink's claims against YouTube with prejudice;
- B. Denying all relief sought by Wireless Ink;
- C. That YouTube has not infringed and is not directly or indirectly infringing any claim of the '342 patent, literally or under the doctrine of equivalents, under any subsection of 35 U.S.C. § 271;
- D. That all asserted claims of the '342 patent are invalid and/or unenforceable;

E. That this case is exceptional under 35 U.S.C. § 285 and awarding to YouTube its costs, attorneys' fees, and expenses incurred in defending against Wireless Ink's Complaint; and

F. Awarding YouTube such other and further relief as the Court deems just and proper.

Dated: New York, New York

WHITE & CASE LLP

April 25, 2011

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