



3. The term "identify" means, with respect to a document (or a draft thereof), to state all pertinent information including the following:

a. The date appearing on such document (if no date appears thereon, the answer shall so state and shall give the date or approximate date such document was prepared);

b. The identifying or descriptive code numbers, file number, title or label of such document;

c. The general nature or description of such document (for example, whether it is a letter, memorandum, drawing, etc.) and the number of pages of which it consists;

d. The name, business address, job title, and responsibilities of the author and each person who signed, initialed, or made any notation thereon (if the document was not signed, the answer shall provide the name of the person who prepared it);

e. The name, business address, job title, and responsibility of the person(s) to whom such document was addressed and the name of each person other than such addressee(s) to whom such document, or copies thereof, was given or sent;

f. The general subject matter of such document;

g. The storage location of the document and of any copies, and the identity of each person having possession, custody, or control of such document or copies;

h. Whether or not any draft, copy, or reproduction of such document contains any postscript, notation, change, revision, addition, deletion or addendum not appearing on said document itself (if so, the answer shall give the description as herein defined of each such draft, copy or reproduction).

4. The foregoing information shall be given in sufficient detail to enable a party or person to whom a request or subpoena is directed to fully identify the document for production and to enable counsel for ASC to determine that such document when produced is in fact the document so described. If any such document was, but is no longer, in Defendant's possession or custody or subject to its control, or is no longer in existence, state whether it: (i) is missing or lost; (ii) has been destroyed; (iii) has been transferred, voluntarily or involuntarily, to others; or (iv) has been otherwise disposed of – in each instance, explain the circumstances of such disposition, including its approximate date and a description of any authorization for such disposition.

5. The term "identify" means, with respect to any natural person, to state to the extent known the following information about the person:

- a. His or her full name; and
- b. His or her present residence and business addresses and if not known, his or her last known address(es) and the last known dates thereof.

6. The term "identify" means, with respect to any entity other than a natural person, to state:

- a. The full name or title thereof and its state of incorporation where applicable;
- b. The principal place of business thereof;
- c. The nature or type of entity, if known; and
- d. The principal business thereof.

7. The term "describe" means, with respect to an event, communication, or product description, to relate such particulars of the event, communication or product description as you

would in a good faith attempt to convey your understanding of that event, communication, or product description to a person of intelligence and technical background similar to your own.

8. "You" and "your" refers to Defendant and the other individual(s) who assisted Plaintiff in the preparation of the response to the interrogatory in question.

9. "Communication" shall mean and include any oral or written exchange of words, thoughts or ideas between persons, whether person to person, in a group, by telephone, by letter, by fax or by any other process.

10. The terms "pertain," "refer" and "relate" shall mean – in addition to their customary meanings – summarize, demonstrate, reflect, contain, study, analyze, consider, explain, mention, show, discuss, describe, comment upon, or result from.

11. "Software" means software allegedly developed or owned, in part or whole, directly or indirectly, by Defendant as a newspaper delivery route management solution including, but not limited to, software that Defendant has marketed and advertised under any one or more of the following names: "SCDS," "Single Copy Distribution System," "Single Copy Delivery System," "DRACI," and/or "Delivery, Return, and Collection Information."

12. "SCDS software" means the software that was at issue in Cuyahoga County, Ohio, Court of Common Pleas, Case No. CV-03-511012 and any and all derivatives thereof.

13. "Neasi-Weber" means Neasi-Weber International, Inc., and/or any of its subsidiaries, affiliates, representatives, predecessors, attorneys, agents, shareholders, officers, directors, employees, and/or divisions thereof and any other person or entity claiming any rights derivative of them.

14. "The Plain Dealer" means the Plain Dealer Publishing Co., The Plain Dealer, the Cleveland Plain Dealer, and/or any of its subsidiaries, affiliates, representatives, predecessors,

attorneys, agents, shareholders, officers, directors, employees, and/or divisions thereof and any other person or entity claiming any rights derivative of them.

15. "Unitech" means Unitech America, Inc., Unitech Electronics Co., Ltd., and/or any of its subsidiaries, affiliates, representatives, predecessors, insurers, attorneys, agents, shareholders, officers, directors, employees, and/or divisions thereof and any other person or entity claiming any rights derivative of them.

16. "Newspapers Association of America" means Newspapers Association of America, and/or any of its subsidiaries, affiliates, representatives, predecessors, attorneys, insurers, agents, shareholders, officers, directors, employees, and/or divisions thereof and any other person or entity claiming any rights derivative of them.

#### **INSTRUCTIONS**

17. These interrogatories are continuing in nature, and should be supplemented between the time answers are served and the time of trial according to the requirements of Ohio R. Civ. P. 26(E).

18. When the context makes it appropriate, each singular word shall include its plural and each plural shall include its singular.

19. All information requested herein is to be set forth if it is in the possession of, control of, or is available or accessible to, Plaintiff or any of its representatives.

20. When an interrogatory does not specifically request a particular fact, but such fact is necessary in order to make the answer to the interrogatory comprehensible, complete, or not misleading, such fact shall be included as part of the answer and the interrogatory shall be deemed specifically to request such fact.

21. If reasonable investigation using due diligence fails to reveal information sufficient to respond to an interrogatory or any part thereof, the answer shall specify in detail the type of information claimed unavailable, the reason the information is not available, and the efforts that were undertaken to locate such information. The answer shall, in addition, specify any knowledge or belief concerning the unanswered portion of the interrogatory, set forth the facts upon which such knowledge or belief is based, and identify the person who has or is likely to have the information that is claimed unavailable.

22. When an interrogatory asks for specific information (*e.g.*, a date) and the precise date or other specific information is unknown, the answer shall give the best approximation of the information requested, provided that the answer also indicates the information being given is an approximation and is incomplete in certain specific respects. The answer shall also identify any person who may be able to provide the exact or complete information requested.

23. If any information called for by an interrogatory is withheld on the basis of a claim of privilege or attorney work-product, the answer shall set forth the nature of the information withheld and the claimed basis for withholding the information; the answer shall further state all the circumstances which will be relied upon to support such claim.

### **INTERROGATORIES**

**INTERROGATORY NO. 1.** Identify the name, address, telephone number, and position of each person answering, and/or providing assistance in answering, these Interrogatories on behalf of Defendant.

**ANSWER:**

**INTERROGATORY NO. 2.** Identify each person who has discoverable knowledge of the facts pertaining, referring, or relating to the claims raised and facts asserted by ASC in its Complaint, and for each individual, identify the subject matter of his or her personal knowledge.

**ANSWER:**

**INTERROGATORY NO. 3.** Identify with specificity the process and procedure that Defendant followed to obtain the requirements for its alleged development of the Software.

**ANSWER:**

**INTERROGATORY NO. 4.** Identify the hardware on which the Software is operated and runs.

**ANSWER:**

**INTERROGATORY NO. 5.** Identify the name, address, telephone number, position, and employer of each person that developed, assisted in developing, or worked on the Software.

**ANSWER:**

**INTERROGATORY NO. 6.** For each person identified in Interrogatory No. 5 above, describe with specificity that person's background in developing software including, but not limited to, educational classes taken, training and certifications, and all programming languages in which he or she is proficient.

**ANSWER:**

**INTERROGATORY NO. 7.** Identify the name, address, telephone number, and position of each person and entity to which Defendant has sold, licensed, or otherwise monetized the Software.

**ANSWER:**



**INTERROGATORY NO. 8.** Identify the name, address, telephone number, and position of each person and entity to which Defendant has sold, licensed, or otherwise monetized the SCDS software.

**ANSWER:**

**INTERROGATORY NO. 9.** Identify with specificity all amounts paid by Defendant to ASC, directly or indirectly, during the period January 1, 2000 to the present, including, but not limited to, the date of the payment, the amount of the payment, and the basis for the payment.

**ANSWER:**

**INTERROGATORY NO. 10.** Identify with specificity all amounts paid by ASC to Defendant, directly or indirectly, during the period January 1, 2000 to the present, including, but not limited to, the date of the payment, the amount of the payment, and the basis for the payment.

**ANSWER:**

**INTERROGATORY NO. 11.** Identify each trade show and conference that Defendant has attended and is planning to attend in connection with the Software, and, for each, indicate the date of the conference, the purpose of the conference, the names of the individuals that attended the conference on behalf of Defendant, and the advertising, marketing, and promotional material presented by Defendant at the conference.

**ANSWER:**

**INTERROGATORY NO. 12.** Identify each trade show and conference that Defendant has attended and is planning to attend in connection with the SCDS software, and, for each, indicate the date of the conference, the purpose of the conference, the names of the individuals that attended the conference on behalf of Defendant, and the advertising, marketing, and promotional material presented by Defendant at the conference.

**ANSWER:**

**INTERROGATORY NO. 13.** Identify all programming languages that Defendant utilized in connection with its alleged development of the Software and, for each such language, specify the corresponding component of the Software that utilizes the respective programming language.

**ANSWER:**

**INTERROGATORY NO. 14.** Identify all builds/versions of the Software and for each such build/version, identify the date of its release, the purpose for the creation of a new build/version, and the changes, improvements, and bug fixes made from the prior build(s)/version(s).

**ANSWER:**

**INTERROGATORY NO. 15.** Identify the total revenue that Paragon has received from marketing, advertising, licensing, selling, or otherwise monetizing the Software.

**ANSWER:**

**INTERROGATORY NO. 16.** Identify the total revenue that Paragon has received from marketing, advertising, licensing, selling, and otherwise monetizing the SCDS software.

**ANSWER:**

**INTERROGATORY NO. 17.** Identify the total profit that Paragon has realized from marketing, advertising, licensing, selling, and otherwise monetizing the Software.

**ANSWER:**

**INTERROGATORY NO. 18.** Identify the total profit that Paragon has realized from marketing, advertising, licensing, selling, and otherwise monetizing the SCDS software.

**ANSWER:**

**INTERROGATORY NO. 19.** Identify with specificity all marketing, advertising, and promotional calls that Defendant has made that pertain, refer, or relate to the Software including, but not limited to, the date of the call, the person making the call on behalf of Defendant, the person to whom the call was made and his or her position, employer, telephone number, and extension (if applicable).

**ANSWER:**

**INTERROGATORY NO. 20.** Identify with specificity all marketing, advertising, and promotional calls that Defendant has made that pertain, refer, or relate to the SCDS software including, but not limited to, the date of the call, the person making the call on behalf of Defendant, the person to whom the call was made, and his or her position, employer, telephone number, and extension (if applicable).

**ANSWER:**

**INTERROGATORY NO. 21.** Identify with specificity all marketing, advertising, and promotional efforts that defendant has taken with respect to the Software.

**ANSWER:**

**INTERROGATORY NO. 22.** Identify with specificity all marketing, advertising, and promotional efforts that Defendant has taken with respect to the SCDS software.

**ANSWER:**

**INTERROGATORY NO. 23.** Indicate whether Defendant has any agreements, contracts, or letters of intent with Neasi-Weber, and, if so, identify all such agreements with specificity including, but not limited to, the date of the agreement, the parties to the agreement, and the subject matter of the agreement.

**ANSWER:**

**INTERROGATORY NO. 24.** Indicate whether Defendant has any agreements, contracts, or letters of intent with Unitech that pertain, refer, or relate to the Software, and, if so, identify all such agreements with specificity including, but not limited to the date of the agreement, the parties to the agreement, and the subject matter of the agreement.

**ANSWER:**

**INTERROGATORY NO. 25.** Indicate whether Defendant has any agreements, contracts, or letters of intent with The Plain Dealer that pertain, refer, or relate to the Software, and, if so, identify all such agreements with specificity including, but not limited to the date of the agreement, the parties to the agreement, and the subject matter of the agreement.

**ANSWER:**

**INTERROGATORY NO. 26.** Indicate whether the Software utilizes or interfaces with DISCUS software developed by Neasi-Weber.

**ANSWER:**

**INTERROGATORY NO. 27.** Identify with specificity the functions that the Software performs.

**ANSWER:**

**INTERROGATORY NO. 28.** Identify with specificity Defendant's target market for the Software.

**ANSWER:**

**INTERROGATORY NO. 29.** Identify all names that Defendant has utilized in connection with its development, marketing, advertisement, and promotion of the Software and, for each such name, indicate the date that the name was first utilized, the date that Defendant ceased using the prior name (if applicable), and the reason for Defendant's decision to change the name of the Software.

**ANSWER:**



**INTERROGATORY NO. 30.** Identify with specificity all copies of SCDS software that Defendant received during the period January 1, 2000 to the present and for each such copy list: (i) the date the copy was received; (ii) the medium on which the copy was received (for example, CD-Rom, floppy-disk, e-mail attachment, etc.); (iii) the number of copies received; (iv) the build/version of the SCDS code; (v) whether the SCDS software was source code or object code; and (vi) whether Defendant yet retains the respective version(s)/build(s) of the SCDS software.

**ANSWER:**

**INTERROGATORY NO. 31.** Identify with specificity the claims asserted, basis for the claims, and recovery sought by Defendant in Cuyahoga County, Ohio, Case No. CV-04-519424.

**ANSWER:**

**INTERROGATORY NO. 32.** Indicate whether Defendant is ISO certified and, if so, the date the certification was first received and the current status of the certification.

**ANSWER:**

**INTERROGATORY NO. 33.** Describe with specificity all insurance policies held by

Defendant.

**ANSWER:**

**INTERROGATORY NO. 34.** Identify each witness that Defendant intends to call at trial and for each such witness indicate: (i) whether that witness is an expert or fact witness; (ii) each witness' address and telephone number; and (iii) the substance of each witness' expected testimony.

**ANSWER:**

Respectfully submitted,

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*Counsel for Plaintiff*  
*Automated Solutions Corporation*

**CERTIFICATE OF SERVICE**

A hard copy and electronic copy (on 3.5-inch diskette) of the foregoing was served by regular U.S. mail, postage prepaid, this May 10, 2005, on:

PARAGON DATA SYSTEMS, INC.  
c/o Laurence Laurenzi, its registered agent  
2800 Euclid Avenue, Ste. 650  
Cleveland Ohio 44115

-and-

c/o Laurence Laurenzi, its registered agent  
2218 Superior Avenue  
Cleveland, Ohio 44114

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DAVID A. KUNSELMAN