

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

CNG FINANCIAL CORPORATION	:	
	:	Case No. 1:06-cv-040
Plaintiff/Counterclaim-	:	
Defendant,	:	Chief Judge Sandra S. Beckwith
	:	Magistrate Timothy S. Black
vs.	:	
	:	<b>CNG'S OBJECTIONS AND</b>
GOOGLE INC.	:	<b>RESPONSES TO GOOGLE'S</b>
	:	<b>THIRD SET OF</b>
Defendant/Counterclaim-	:	<b>INTERROGATORIES</b>
Plaintiff.	:	

Pursuant to Federal Rules of Civil Procedure 26, 33 and 34, Plaintiff, CNG Financial Corporation ("CNG"), responds to Google, Inc.'s ("Google") Third Set of Interrogatories as follows:

**GENERAL OBJECTIONS**

1. CNG objects to the Interrogatories to the extent that they are vague, ambiguous, overly broad or unduly burdensome.
2. CNG objects to the Interrogatories to the extent that they purport to request information that is readily obtainable from Google or from other sources which are less burdensome and/or less expensive.
3. CNG objects to the Interrogatories to the extent that they seek information not reasonably calculated to lead to the discovery of admissible evidence.
4. CNG objects to the Interrogatories and Definitions to the extent that they purport to give meaning or legal significance to a document, fact or purported fact, whose meaning or significance is the subject of dispute between the parties. CNG's responses to these Interrogatories shall not constitute an admission or confession to the definitions used in the Interrogatories.

5. CNG objects to the Interrogatories to the extent that they seek information protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other privilege or protection. Any inadvertent disclosure of such information shall not be deemed a waiver of any such privilege or protection.

6. CNG objects to each Definition, Instruction, Interrogatory that seeks to impose obligations beyond those imposed by the Federal Rules of Civil Procedure or any applicable Rules or Orders of the Court. CNG will not comply with any attempt to impose any obligations not compelled by the foregoing provisions.

7. In responding to these Interrogatories, CNG has made a diligent search and reasonable inquiry. CNG has not, however, searched every file in its possession or spoken to every person in its employ. CNG expressly reserves the right to supplement or correct its responses.

8. CNG hereby incorporates each and every one of these General Objections into its Responses to Google's Interrogatories set forth below.

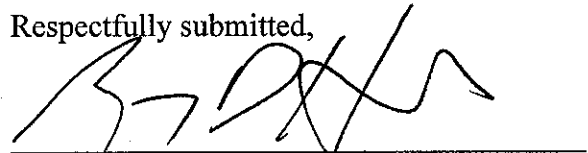
### **INTERROGATORIES**

**INTERROGATORY NO. 12:** State in detail, any expert opinion YOU intend to present at trial through the testimony of Stephen Schaller.

**ANSWER:** Mr. Schaller is expected to testify about the regulatory framework in which Check 'n Go Online operates, and the steps followed by Check 'n Go Online in complying with those governing laws. He will testify, *inter alia*: (1) that Check 'n Go Online makes single-installment consumer loans ("*payday loans*") only to those borrower who reside in a state in which Check 'n Go Online holds a payday loan license and that such payday loans comply with the interest-rate and consumer-protection provisions of the borrower's state of residence; and (2)

that Check 'n Go Online brokers multi-installment consumer loans ("*installment loans*") only if the lender making such installment loans is a federally-insured bank, which has the authority under federal banking law to "export" the interest rate laws of the bank's home state to other states – regardless of the state in which the borrower resides. Check 'n Go Online asserts that all, or nearly all, of the advertisers whose Sponsored Links appear on Google's search pages in response to an internet user's search of the "Check 'n Go" trademark are violating the usury laws and other consumer protection laws of the borrower's home state because they (1) do not hold a payday loan license in the state in which the borrower resides and (2) are not a federally-insured financial institution and, hence, lack the authority to displace the interest rate laws of the borrower's state of residence with the interest rate laws of another state.

Respectfully submitted,



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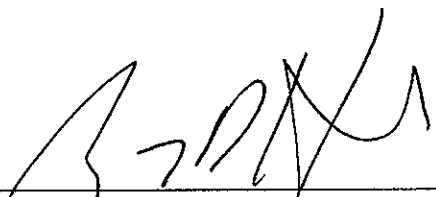


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by U.S. mail, postage prepaid, to the following counsel of record, on this 18 day of January, 2007:

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