

Exhibit 1

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April 30, 2014

VIA E-MAIL

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Re: Rockstar Consortium US LP & NetStar Technologies LLC v. Google, Inc.,
No. 2:13-cv-893 – Document Production

Dear Counselors:

The Court's Discovery Order in this matter orders both parties to produce "a copy of all documents, data compilations and tangible things in the possession, custody, or control of the party that are relevant" to any pleaded claim or defense in this action. Rockstar Consortium US LP and NetStar Technologies LLC (collectively,

“Rockstar”) expect that you will produce all relevant documents in accordance with the Court’s Order. What follows is a non-exhaustive list of the types of documents we expect to see produced. We reserve the right to supplement this list as the case progresses.

For purposes of this letter, the term “**Accused Instrumentalities**” refers to Google’s advertising services and applications (both domestically and internationally) including but not limited to Google Ads, Google AdWords, and Google AdWords Express or similar functionality used in conjunction with google.com, the Google Search app, the Android search bar, Google custom search, Google premium search services, youtube.com; Google search services provided to third-party websites such as Custom Search Services or AdSense for Search; and any Google-owned property that matches advertisements based in part on a received search term, along with Google’s search algorithm and Google’s algorithm for providing advertisements with search results. The Accused Instrumentalities also include any Google system that collects user data through registration, tracking, or other means, including but not limited to Google Plus, Doubleclick, Advertiser IDs for Android or any other system or operation used to track user activity on any Google-owned property, the data from which is used to provide search results and/or advertising to its users. It also includes the computers, databases, data centers, and code versions that perform or have performed the above activities.

The terms “**document**” and “**documents**” are used in their broadest sense allowed by Rule 34(a) of the Federal Rules of Civil Procedure and include, but are not limited to, any writings, drawings, graphs, charts, photographs, phonograph records, tape recordings, notes, diaries, calendars, checkbooks, books, papers, accounts, electronic or videotape recordings, and any computer-generated, computer-stored, or electronically-stored matter from which information can be obtained and translated, if necessary, into reasonably useable form.

The term “**Complaint**” shall mean the Complaint for Patent Infringement filed by Rockstar Consortium US LP and NetStar Technologies LLC in this action on October 31, 2013, and any subsequent amendments to that complaint.

The terms “**Google**,” “**you**,” or “**your**” mean Google, Inc. defendant in this action, as well as any parent company owning all or part of Google, Inc. and: (i) any Google, Inc. subsidiary (either wholly or partly-owned), subcontractor, division, branch or department; (ii) any entity under the control of Google, Inc.; (iii) any proprietorship, joint venture, partnership or other business cooperation involving Google, Inc.; (iv) all Google, Inc. predecessors-in-interest, representatives, successors-in-interest; (v) the present and former directors,

officers, accountants, affiliates, attorneys, agents, employees, in-house and outside counsel or other persons under the control of Google, Inc., regardless of their affiliation or employment; and (vi) any other person acting or purporting to act on behalf of Google, Inc.

The term “**Nortel**” means Nortel Networks Corporation and/or Nortel Networks Inc., as well as any Nortel Networks Corporation or Nortel Networks Inc. subsidiary (either wholly or partly-owned), subcontractor, division, branch or department; and (ii) any entity under the control of Nortel Networks Corporation or Nortel Networks Inc.

The term “**Patents-in-Suit**” refers collectively to the following patents: United States Patent Nos. 6,098,065 (“the ’065 patent”); 7,236,969 (“the ’969 patent”); 7,469,245 (“the ’245 patent”); 7,672,970 (“the ’970 patent”); 7,895,178 (“the ’178 patent”); 7,895,183 (“the ’183 patent”); and 7,933,883 (“the ’883 patent”). When any patent is referred to by this letter, that reference is intended to include the application on which it issued, its entire prosecution history, and all foreign counterparts, including foreign applications and foreign prosecution histories.

The term “**Asserted Claims**” refers to each of the claims of the Patents-in-Suit identified in Rockstar’s Disclosure of Asserted Claims and Infringement Contentions, served on March 24, 2014 (and any subsequent amendments to said Contentions).

The terms “**sale,**” “**sales,**” “**sell**” or “**sold**” shall include sales, licenses, leases, loans, consignments, distribution to resellers or others and all other methods of product distribution whether direct or indirect, and whether the product is distributed singly or in combination with or as part of another product, and whether or not revenue was or will be received therefrom.

The term “**prior art**” includes by way of example and without limitation, the subject matter described in 35 U.S.C. §§ 102 and 103, including, without limitation, publications, physical devices, prototypes, uses, sales, and offers for sale and any documents or thing evidencing any of the foregoing.

The term “**agreement**” means a contract, agreement, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

The term “**communication**” refers to any transfer of information, oral or written, be it in the form of facts, ideas, inquiries, opinions or otherwise, by any means, at any time or place, under any circumstances, and is not limited to transfers between persons, but includes other transfers, such as records and memoranda to the file.

The phrases “**relating to**” and “**related to**” mean discussing, describing, referring to, pertaining to, containing, analyzing, studying, reporting on, commenting on, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part.

The term “**including**” shall mean including but not limited to.

The term “**person**” means natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association, including any directors, officers, employees, agents or representatives thereof.

The terms “**and**” and “**or**” shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests all documents which might otherwise be construed to be outside their scope.

The term “**all**” shall mean any and all, and the term “**any**” shall mean any and all, unless the context clearly requires otherwise.

References to the singular shall include the plural, and references to the plural shall include the singular as may be appropriate to construe the individual document requests in the broadest form.

The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa as may be appropriate to make the individual document requests inclusive rather than exclusive.

1. All documents related to the Accused Instrumentalities’ ability to provide advertisements based on searches, including documents related to the design, development, testing, and/or modification of this functionality.
2. All documents related to Google’s search algorithm (or any predecessor version of Google’s search algorithm such as BackRub) and the components of Google’s search algorithm from June 1996 to the present.
3. All documents reflecting any decision to implement changes to Google’s search algorithm and/or components of Google’s search algorithm (or any predecessor version of Google’s search algorithm

such as BackRub), including any enhanced or additional functionality, from June 1996 to the present.

4. All documents related to the use of fuzzy logic in Google's search algorithm (or any predecessor version of Google's search algorithm such as BackRub) from June 1996 to the present.
5. All documents related to the use of user profile data in Google's search algorithm (or any predecessor version of Google's search algorithm such as BackRub) from June 1996 to the present.
6. All documents related to Google's algorithm and/or method of matching searches and/or search terms with advertisements served with search results since the introduction of AdWords or any predecessor version of matching search terms with advertising.
7. All documents reflecting any decision to implement changes to Google's algorithm and/or method of matching searches and/or search terms with advertisements, including any enhanced or additional functionality, served with search results.
8. All documents related to determining "PageRank," including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality used to determine "PageRank."
9. All documents related to Google ad selection or ad targeting (including but not limited to Google SmartASS, Smart Ads, or any predecessor or later versions).
10. All documents related to Google's AdMixer, including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality for the AdMixer.
11. All documents related to Google matching searches and/or search terms with advertisements served with search results.
12. All documents related to the creation and/or implementation of AdWords, AdWords Express, Google Custom Search, and AdSense for Search, including code (including executable or compatible code), product specifications, flowcharts, models, drawings, promotional literature, advertising, engineering design, engineering analysis and testing.

13. All documents related to Google's use of data it collects through Google Plus, Google Play, Doubleclick, Google Display Network, Android, Advertiser IDs for Android (or any predecessor version of Advertiser IDs for Android), or any other system or method in returning search results or advertisements served with search results.
14. All documents related to Google's use of data it collects regarding a user's (a) prior searches, (b) search results, (c) links a user clicks on, (d) advertisements served with search results, (e) advertisements a user clicks on, or (f) any other data gleaned about a user from its use of Google search or of the advertisements served with search results.
15. All documents related to the design and/or development of any Accused Instrumentality, including but not limited to AdWords, AdSense for Search, Google Custom Search, AdWords Express, and Google Search.
16. All documents related to any marketing strategies or presentations for any Accused Instrumentality including but not limited to AdWords, AdSense for Search, Google Custom Search, AdWords Express, and Google Search.
17. All documents related to the importance of any Accused Instrumentality to Google and/or to Google's revenues or profits.
18. All documents related to how Google uses the data it collects in the request immediately above in serving any advertisement, including but not limited to advertisements with Google's search results (through AdWords, AdWords Express, Android, youtube.com, or any other product), Google-owned websites (through gmail or any other properties), third-party websites (through AdSense for Search, AdSense for Content, syndicated search, Google Display Network, Google custom search, Google premium search, Doubleclick, Android, or any other product), Doubleclick, or Android.
19. All documents showing the differences in click-through-rate or any other metric for measuring the success of advertisements between using user-specific and/or location-specific information to return search results or advertisements and not using user-specific and/or location-specific information.
20. All videos or any other documents relating to how the Accused Instrumentalities operate or the importance of the Accused

Instrumentalities, including but not any videos by any senior Google executives or Hal Varian.

21. All documents and/or presentations related to descriptions of how the Accused Instrumentalities work, including but not limited to presentations such as “ The Life of a Dollar” or any other presentations that Google uses internally to educate its employees on any aspect of the Accused Instrumentalities.
22. All documents or presentations about the Accused Instrumentalities provided to the Board or to any senior management group or Google officer or related to such documents or presentations.
23. All documents related to any holdback studies or A/B testing for searches and/or advertisements.
24. All summaries of holdback studies or A/B testing for searches and/or advertisements.
25. All documents related to how Google prices an advertisement to serve with search results, including but not limited to any smart pricing.
26. All documents related to how Google decides to serve a particular advertisement in AdWords, AdWords Express, AdSense for Search, Google Custom Search, AdSense for Content, Doubleclick, or Google Display Network.
27. All documents related to how Google prices an advertisement served through AdSense for Content, Google Display Network, or Doubleclick, including but not limited to any smart pricing.
28. All documents related to any transfer pricing agreements and/or intellectual property agreements between Google, Inc. and any other Google-affiliated company.
29. All documents related to any revenue sharing agreements for advertisements served with search results on third-party sites.
30. All documents related to how Google serves advertisements and search results on third party sites.
31. All dashboard information for any Accused Instrumentality since January 1, 2007.

32. All internal Google wiki information for any Accused Instrumentality since January 1, 2007.
33. All licenses and/or agreements between Google and any third party for providing Google search services to a third party, including but not limited to all licenses and/or agreements between Google and Yahoo!.
34. All documents related to or supporting Google's statement that "Ads are matched to search results based on the terms a person uses to search," found at https://support.google.com/adwords/answer/1722047?hl=en&ref_topic=3121771.
35. All documents related to or supporting the following Google statements:
 - a. "Use matching options with your keywords to help control which searches can trigger your ad."
 - b. "When choosing the appropriate match type for a keyword, we typically recommend starting with broad match to maximize your potential to show your ads on relevant searches."
 - c. "Use the search terms report to monitor which keyword variations triggered your ads."
36. All documents related to the "search terms report," including documents related to the use, design, development, testing, and/or modification of the "search terms report."
37. All documents related to or supporting Google's statement that "AdWords allows you to target customers in the geographic locations you've chosen, so your ads can appear in the areas where you do business."
38. All documents related to the Accused Instrumentalities' abilities to determine a user's physical location, including but not limited to IP address and device location.
39. All documents related to the Accused Instrumentalities' abilities to match advertisements based on a user's IP address, device location, or user-selected location.

40. All documents related to the “PREF” cookie, including but not limited to documents related to the use, design, development, testing, and/or modification of the “PREF” cookie.
41. All documents related to the Advertising IDs in Android, including but not limited to documents related to the use, design, development, testing, and/or modification of the Advertising ID and any predecessor or successor versions.
42. All documents related to conversion cookies “used to help advertisers determine how many times people on their ads end up purchasing their products,” including but not limited to documents related to the use, design, development, testing, and/or modification of same.
43. All documents related any cookies used in advertising (“advertising cookies”), including but not limited to documents related to the use, design, development, testing, and/or modification of advertising cookies.
44. All documents related the Accused Instrumentalities’ abilities to collect and use prior purchasing information, including through Google Wallet or otherwise, including but not limited to documents related to the use, design, development, testing, and/or modification of this functionality.
45. All documents related to AdWords’ “language targeting” feature, including but not limited to documents related to the use, design, development, testing, and/or modification of the “language targeting” feature.
46. All documents related to “Google Instant predictions” or any functionality in the Accused Instrumentalities to predict searches as a user types, including but not limited to documents related to the use, design, development, testing, and/or modification of the “Instant predictions” or similar functionality.
47. All documents related to “Personalized Search,” including but not limited to documents related to the use, design, development, testing, and/or modification of “Personalized Search.”
48. All documents related to “Query Understanding” that “gets to the deeper meaning of the words you type” as described at <http://www.google.com/insidesearch/howsearchworks/algorithms.html>

, including but not limited to documents related to the use, design, development, testing, and/or modification of “Query Understanding” functionality.

49. All documents related to the placement of advertisements alongside, above, or below the search results, including but not limited to code (including executable or compatible code), product specifications, flowcharts, models, drawings, promotional literature, advertising, engineering design, engineering analysis and documents related to the use, design, development, testing, and/or modification of this functionality.
50. All documents related to Google’s algorithms used to look up search terms in Google’s index to find appropriate pages, as described at <https://www.google.com/intl/en/insidesearch/howsearchworks/crawling-indexing.html> and <http://www.google.com/insidesearch/howsearchworks/thestory/>.
51. All documents related to Google’s “Search Lab,” including but not limited to guidelines, evaluations, analyses, methodologies, summaries, presentations, and reports.
52. All documents related to Google’s ability to present advertisements based on (a) recent, previous searches, (b) Google Web History, (c) websites visited that belong to businesses that advertise with Google, (d) non-personally identifying information in a Google account, such as age or gender, (e) previous interaction with Google’s advertisements or advertising services, (f) language; and (g) location.
53. All documents related to the “Knowledge Graph” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of “Knowledge Graph.”
54. All documents related to the “Social Search” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of “Social Search.”
55. All documents related to the “Ads Preferences Manager,” including but not limited to documents related to the use, design, development, testing, and/or modification of the “Ads Preferences Manager.”

56. All documents related to “AdWords Express” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of “AdWords Express.”
57. All documents related to “YouTube Interest-based Advertising” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of “YouTube Interest-based Advertising.”
58. All documents related to “AdWords for video” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of “AdWords for video.”
59. All documents related to “pay-per-click,” “cost-per-click,” and “actual cost-per-click” functionality, including but not limited to documents related to the use, design, development, testing, and/or modification of same.
60. All documents related to determining “click-through rates,” including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality used to determine “click-through rates.”
61. All documents related to determining “Ad Rank” or “Ad Position” including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality used to determine “Ad Rank” or “Ad Position.”
62. All documents related to determining whether an advertisement gets “top” or “other” placement on an original or subsequent search results page, including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality used to determine whether an advertisement gets “top” or “other” placement on original or subsequent search results pages.
63. All documents related to determining “Quality Score” including but not limited to documents related to the use, design, development, testing, and/or modification of any functionality used to determine “Quality Score.”
64. All documents related to ad shards, including but not limited to documents related to the storage, function, use, design, development, testing, and/or modification of any functionality for ad shards.

65. All documents related to determining click-through rates or predicted click through rates or quality score 2, including but not limited to how predicted click through rates or quality score 2 is determined or to the use, design, development, testing, and/or modification of any functionality used to determine click-through rates, predicted click-through rates or quality score 2.
66. All documents related to “display URL” and “destination URL,” including but not limited to any documents related to the use, design, development, testing, and/or modification of same.
67. Any presentations about Google’s Ad System, Google Front End, Ads Database, Adwords Front End, or Adwords Back End.
68. All documents from the analytics and/or strategic insight group(s) regarding performance, improvement, or testing regarding search results and/or advertisements.
69. All documents concerning the marketing, advertising, or promotion of the Accused Instrumentalities to existing or potential advertisers, search partners, licensees, or other third-parties.
70. All documents that refer or relate to strategic plans, business plans, business strategies, licensing plans, licensing proposals, licensing forecasts, prospectuses, market surveys, marketing strategies, market analyses, and/or marketing forecasts of customer demand for the Accused Instrumentalities, including both internal documents and any schedules or reports by third-party industry analysts, research firms, trade associations, or similar entities.
71. All documents mentioning or concerning any of the Patents-in-Suit or their applications or foreign counterparts – including parents, divisional, continuation, or continuation-in-part applications, whether or not they matured into patents, or any patent or patent application held by or assigned to Rockstar.
72. The file histories and patents for any patent or patent application that describes the Accused Products, including but not limited to any declaration, affidavit, or testimony submitted to the Patent and Trademark Office or any other governmental agency regarding the Accused Instrumentalities.

73. All documents mentioning or related to Nortel, including but not limited to all documents related to the auction for Nortel's intellectual property assets.
74. All documents related to Google's bid for Nortel's intellectual property assets, including but not limited to how Google valued Nortel's portfolio, any document related to "Ranger," who Google partnered with in the auction, how much Google was responsible for of the Ranger bid, why Google decided to bid, how it decided on its stalking horse bid number, all bids that it made whether alone or partnered with another person or entity, and how it decided to bid the amounts it did.
75. All documents related to the winning bidder in the Nortel auction, including but not limited to all documents related to Rockstar as the term relates to the winning bidder in the Nortel auction.
76. All documents related to Rockstar Consortium LLC, Rockstar Consortium Inc., Rockstar Bidco, Rockstar Consortium US LP, or NetStar Technologies LLC.
77. All documents related to any meetings between Google and Nortel in 2010.
78. All documents concerning your knowledge of any of the Patents-in-Suit, including documents indicating when you first became aware of any of the Patents-in-Suit, and all documents concerning your knowledge of any patent or patent application held by or assigned to Rockstar.
79. All correspondence and other documents expressing opinions on or concerning the validity, invalidity, infringement, non-infringement, enforceability, non-enforceability, or license (either express or implied) as to any of the Patents-in-Suit or their applications or foreign counterparts – including parents, divisional, continuation, or continuation-in-part applications, whether or not they matured into patents.
80. All documents concerning the results of any prior art search directed to, or relating to, or containing any of the Patents-in-Suit or their applications or foreign counterparts – including parents, divisional, continuation, or continuation-in-part applications, whether or not they

matured into patents, or any patent or patent application held by or assigned to Rockstar.

81. All documents concerning or relating to any patent, license, royalty, technology transfer, or authorization-to-use agreement that relates to the Accused Instrumentalities, including appraisals or valuations, including those performed for tax purposes.
82. All documents related to any third party analysis Google has conducted or authorized regarding the Accused Instrumentalities, including but not limited to any study performed by Houlihan Lokey.
83. All documents concerning any acquisition Google has made covering any portion of the Accused Instrumentalities, including but not limited to the acquisitions of Doubleclick, youtube, Applied Semantics, or any company related to the provision of search/and advertisements, and including but not limited to any third party analysis of the acquisition such as any study performed by Houlihan Lokey.
84. All license agreements concerning or covering all or any part of the Accused Instrumentalities.
85. All documents concerning your policies or practices concerning patent clearances, right-to-use opinions, or other mechanisms to avoid your infringement of patents, including the Patents-in-Suit and the patents and patent applications held by or assigned to Rockstar.
86. All documents concerning your contentions on reasonable royalties pursuant to 35 U.S.C. § 284 for any infringement of the Patents-in-Suit.
87. All documents concerning any analysis, opinion, or inquiry regarding potential infringement of the claims in each of the Patents-in-Suit, or their applications or foreign counterparts—including parents, divisional, continuation, or continuation-in-part applications, whether or not they matured into patents—including, but not limited to any documents concerning or relating to pre-litigation investigations performed by or on behalf of Google, Google's partners, Google's licensors, Google's customers, Google's resellers, and/or Google's affiliates, relating to the potential infringement by any products or systems made, used, offered for sale, and/or sold by Google, Google's partners, Google's licensors, Google's customers, Google's resellers,

and/or Google's affiliates and any such investigations performed prior to or in conjunction with the 2011 auction of Nortel's patent assets.

88. All documents relating to the 2011 auction of Nortel's patent assets, including but not limited to valuations, internal and external communications, non-disclosure agreements, and due diligence prepared or performed by or on behalf of Google, Google's partners, Google's licensors, Google's customers, Google's resellers, and/or Google's affiliates, relating to the potential infringement by any products or systems made, used, offered for sale, and/or sold by Google, Google's partners, Google's licensors, Google's customers, Google's resellers, and/or Google's affiliates.
89. All documents relating to any communications concerning any of the Patents-in-Suit, or their applications or foreign counterparts—including parents, divisional, continuation, or continuation-in-part applications, whether or not they matured into patents—including but not limited to communications with Google's employees, managers, sales force, agents, representatives, the press, or any news wire.
90. All documents related to any time you have cited or mentioned any of the Patents-in-Suit, or their applications or foreign counterparts—including parents, divisional, continuation, or continuation-in-part applications, whether or not they matured into patents, including but not limited to in any other litigation or in any of your patent filings.
91. All documents relating to any communications concerning Rockstar, including but not limited to communications with Google's employees, managers, sales force, agents, representatives, the press, or any news wire.
92. All documents concerning any patent or patent application you have in search or advertising.
93. All documents related to and/or produced in any other lawsuit for patent infringement involving the Accused Instrumentalities including but not limited to any expert report, exhibits lists, admitted exhibits, documents produced in the case, interrogatory response, deposition, trial demonstrative, declaration, affidavit, or testimony. Such related litigation includes, but is not limited to:
 - a. I/P Engine, Inc. v. AOL, Inc., et al., No. 2:11cv512 (E.D. Va.);

- b. Function Media, LLC v. Google, Inc., No. 07-cv-00279 (E.D. Tex.);
 - c. British Telecommunications PLC v. Google, Inc., No. 1:11-cv-01249-UNA (D. Del.);
 - d. Xerox Corp. v. Google, Inc., et al., No. 1:10-cv-00136 (D. Del.);
 - e. Personalized User Model v. Google, Inc., No. 1:09-cv-525 (D. Del.);
 - f. Microsoft Corp. et al. v. GeoTag Inc., No. 1:11-cv-00175 (D. Del.);
 - g. Any lawsuit between Google and Overture Services and/or Yahoo! regarding United States Patent No. 6,269,361;
 - h. Bid for Position LLC v. Google, Inc. et al., No. 2:07cv00582 (E.D. Va.);
 - i. Any lawsuit accusing Google search of infringement in whole or in part; and
 - j. Any lawsuit accusing Google AdWords, Adwords for Mobile, or Adsense for Search of infringement in whole or in part.
94. All documents relating or referring to the indemnification or offer to indemnify, or request for indemnification by any of Google's customers, prospective customers, or third-parties with respect to the Patents-in-Suit.
95. All documents relating or referring to the indemnification or offer to indemnify, or request for indemnification by any of Google's customers, prospective customers, or third-parties with respect to the Accused Instrumentalities.
96. All documents concerning the location of Google's servers and data centers, both in the United States and internationally.
97. All documents concerning how Google serves search results to a user within the United States.
98. All documents concerning how Google serves search results to a user outside the United States.
99. All documents concerning how Google serves advertisements to a user within the United States.
100. All documents concerning how Google serves advertisements to a user outside the United States.

101. All documents concerning how Google stores information related to the Accused Instrumentalities for users within the United States.
102. All documents concerning how Google stores information related to the Accused Instrumentalities for users outside the United States.
103. All documents concerning the location of Google's search index or database for users within the United States.
104. All documents concerning the location of Google's search index or database for users outside the United States.
105. All documents concerning the location of where Google stores AdWords-related information for users within the United States.
106. All documents concerning the location of where Google stores AdWords-related information for users outside the United States.
107. All documents concerning the location of Google's SmartASS or any other ad selection or ad targeting technology for users within the United States.
108. All documents concerning the location of Google's SmartASS or any other ad selection or ad targeting technology for users outside the United States.
109. All documents related to the interaction between Google's servers and data centers in the United States and Google's servers and data centers outside the United States, including all documents showing any relationship between any "master" server or database and any subservient or servant servers or databases.
110. All documents furnished to or shown to any fact witness contacted, interviewed, or consulted by Google or its agents or attorneys in connection with this litigation.
111. All communications with non-party witnesses.
112. All documents concerning any analyses or efforts by Google to design-around the Patents-in-Suit.
113. All documents referring or relating to statements made by Google, including communications between Google and any prospective

customers or business partners, referring or relating to the actual or contemplated capabilities of the Accused Instrumentalities.

114. All documents sufficient to identify all current and former customers, clients, licensees, and/or users of the Accused Instrumentalities.
115. All documents concerning past sales, research or development, present sales, research, licenses or development, and projected or contemplated future sales, research, license or development of any of the Accused Instrumentalities.
116. All documents sufficient to show all sales, revenue, costs, and profit information for the Accused Instrumentalities, broken down by quarter, including all documents sufficient to explain any acronyms or terminology employed by Google's accounting system. To the extent possible, this information should be as specific as possible, and at a minimum should be broken down by Accused Instrumentality and by country from which the revenue is received, since July 1, 2000.
117. All documents that relate to the accounting practices used by Google to account for the sales, expenses, and income for the Accused Instrumentalities, since July 1, 2000.
118. All documents relating to Google's market share in the Accused Instrumentalities' markets since 1998.
119. All documents relating to Google's policies or practices concerning Google's entry into license, royalty, technology transfer, or authorization-to-use agreements since 1998.
120. All documents evidencing Google's licenses, royalties, technology transfers, or authorization-to-use agreements related to Search.
121. All documents evidencing Google's licenses, royalties, technology transfers, or authorization-to-use agreements related to Ads.
122. All documents relating to any agreement to enter into a license, royalty, technology transfer, or authorization-to-use agreement that relates to any Accused Instrumentality.
123. All documents that refer or relate to any prior art reference that you believe anticipate or render obvious any of the Patents-in-Suit.

124. All documents that refer or relate to any document that Google believes is relevant to the construction or interpretation of any claim of any of the Patents-in-Suit.
125. All documents that reference Rockstar or any Rockstar employee by name.
126. All documents that reference Nortel or any Nortel employee by name.
127. All documents that reference Richard Skillen by name.
128. All documents that reference Frederick Livermore by name.
129. All documents that support your contention in Paragraphs 32 and 33 of your Answer that Google did not wilfully infringe the Patents-in-Suit.
130. All documents that support or relate to your contention in Paragraph 37 of your Answer that Google has not infringed, induced the infringement of, or contributed to the infringement of any of the Patents-in-Suit.
131. All documents that support or relate to your contention in Paragraph 38 of your Answer that the Patents-in-Suit are invalid and unenforceable under 35 U.S.C. § 101.
132. All documents that support or relate to your contention in Paragraph 39 of your Answer that the Patents-in-Suit are invalid and unenforceable under 35 U.S.C. § 102.
133. All documents that support or relate to your contention in Paragraph 40 of your Answer that the Patents-in-Suit are invalid and unenforceable under 35 U.S.C. § 103.
134. All documents that support or relate to your contention in Paragraph 41 of your Answer that the Patents-in-Suit are invalid and unenforceable for failure to satisfy the conditions of 35 U.S.C. § 112.
135. All documents that support or relate to any contention by Google that any of the Patents-in-Suit are invalid, were not legally issued, and/or are not enforceable.

136. All documents that support or relate to your contention in Paragraph 42 of your Answer that Plaintiffs' claims for damages is limited by 35 U.S.C. §§ 286, 287, and/or 288.
137. All documents that support or relate to your contention in Paragraph 43 of your Answer that Plaintiffs' claim of patent infringement is barred by prosecution history disclaimer.
138. All documents that support or relate to your contention in Paragraph 44 of your Answer that Plaintiffs' claims are barred by the doctrines of estoppel, laches, disclaimer, patent misuse, and/or waiver.
139. All documents that support or relate to your contentions in Paragraphs 45 to 231 of Your Answer that the Patents-in-Suit are unenforceable by reason of inequitable conduct.
140. All documents that support or relate to your contention in Paragraph 232 of your Answer that Plaintiffs' claim of patent infringement is barred under the doctrine of unclean hands.
141. All documents that support or relate to any of Google's affirmative defenses.
142. All documents referring or relating to any patents, publications, documents, events, suggestions, arguments or contentions that have been asserted by any person as prior art or as affecting the validity or enforceability of any of the Patents-in-Suit or of any foreign counterparts thereof.
143. All documents that refer or relate to whether any invention disclosed in any of the Patents-in-Suit, or any product that embodies or uses such an invention, has been commercially successful.
144. All documents that refer or relate to whether any invention encompassed in any of the Accused Instrumentalities, or any product that embodies or uses such an invention, has been copied by others.
145. All documents that refer or relate to whether anyone has praised, criticized, or discussed the significance of any invention disclosed in any of the Patents-in-Suit, or any product or instrumentality that embodies or uses any such invention.

146. All organizational charts for any part of your company engaged in the design, development, or sale of the Accused Instrumentalities.
147. Documents sufficient to show the relationship between the different corporate entities owned or controlled by Google.
148. All documents, including past and present organizational charts, that list or identify the persons who have or had responsibility for the following functions relating to the Accused Instrumentalities:
 - (a) conception or implementation;
 - (b) marketing;
 - (c) advertising;
 - (d) sales;
 - (e) design;
 - (f) engineering;
 - (g) research and development;
 - (h) patent activities;
 - (i) international operations
 - (j) licensing of technology; and
 - (k) acquisition of technology through third party business entities.
149. All documents (such as purchase price allocations) that describe or discuss the value of patents, intellectual property rights, or technology that you acquired through the purchase, acquisition, or change of control of any third-party business entity, so long as the patent, intellectual property right, or technology relates to the Accused Instrumentalities.
150. All documents related to any Interrogatory served on you or any response you provide to any Interrogatory.
151. All documents related to any 30(b)(6) topic.

152. All document retention policies or any other policies concerning the preservation of documents, including email and chat transcripts, issued by or on behalf of Google, Google's partners, Google's licensors, Google's customers, Google's resellers, and/or Google's affiliates in effect from August 1, 2000 to present.
153. All litigation holds or similar documents concerning the preservation of documents, including email and chat transcripts, issued by or on behalf of Google, Google's partners, Google's licensors, Google's customers, Google's resellers, and/or Google's affiliates in anticipation of litigation with Rockstar or any related or affiliated entity.

We are happy to discuss the production of these documents with you at any time.

Sincerely,

A handwritten signature in blue ink that reads "Kristin Malone". The signature is written in a cursive, flowing style.

Kristin Malone