

EXHIBIT A

Carl Anderson

From: Antonio Sistos
Sent: Wednesday, July 23, 2014 6:20 PM
To: John Lahad; Carl Anderson; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

John,

Regarding the impermissibility of construing a claim limitation such that its scope changes over time, I direct you to *PC Connector Solutions LLC v. SmartDisk Corp.*, 406 F.3d 1359 (Fed. Cir. 2005). In particular:

A claim cannot have different meanings at different times; its meaning must be interpreted as of its effective filing date. *See Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 986 (Fed.Cir.1995) (en banc) (“[T]he focus is on the objective test of what one of ordinary skill in the art at the time of the invention would have understood the term to mean.”), *aff’d*, 517 U.S. 370, 116 S.Ct. 1384, 134 L.Ed.2d 577 (1996); *see also Kopykake*, 264 F.3d at 1383 (“[W]hen a claim term understood to have a narrow meaning when the application is filed later acquires a broader definition, the literal scope of the term is limited to what it was understood to mean at the time of filing.”).

Id. at 1363.

Regards,

Antonio Sistos
Of Counsel,
Quinn Emanuel Urquhart & Sullivan, LLP

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From: John Lahad [mailto:jlahad@SusmanGodfrey.com]
Sent: Monday, July 21, 2014 9:26 PM
To: Carl Anderson; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

Carl,

Wednesday at 11 am Pacific works. Please circulate a dial-in.

Further, in its 4-2 disclosures, Google stated that it “may also rely on expert testimony from one or more experts or persons skilled in the art, including but not limited to Dr. Edward A. Fox.” To the extent Google relies on expert testimony from Dr. Fox or any other expert or witness, Rockstar reserves the right to submit rebuttal expert testimony in response.

Thanks, and talk to you Wednesday.

Best,
John

John P. Lahad
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From: Carl Anderson [<mailto:carlanderson@quinnemanuel.com>]
Sent: Monday, July 21, 2014 6:59 PM
To: Carl Anderson; John Lahad; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

John,
The parties are required under P.R. 4-2(c) to meet and confer on claim construction issues. We propose to start with a call on Wednesday, July 23, 2014 at 11:00 a.m. Pacific. Can you please confirm Rockstar is available?
Very truly yours,
Carl

From: Carl Anderson
Sent: Tuesday, July 15, 2014 7:25 PM
To: 'John Lahad'; Andrea P Roberts; 'Justin A. Nelson'; 'Shawn Blackburn'; 'Amanda Bonn'; 'Alexander L. Kaplan'; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; 'Max L. Tribble'; 'Kristin Malone'; 'Parker Folse'; 'Cyndi Obuz'; 'John Dolan'
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

John,
Further to our efforts to reduce the number of potential disputes before the court, we also withdraw the following term: “transmit[ing] the search results together with the at least one advertisement via the [at least one] communications link to the data processing device.”
As that term was likewise not included in Rockstar’s P.R. 4-1 submissions, the parties need not exchange proposed constructions for it.

Very truly yours,
Carl

From: John Lahad [<mailto:jlahad@SusmanGodfrey.com>]
Sent: Monday, July 14, 2014 10:31 PM
To: Carl Anderson; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

Carl,

Thanks for your email. This confirms Google's withdrawal of "search engine." Again, this in no way impacts Plaintiffs' ability to assert claims that include that term. And thanks for the clarification on the typo.

As to the "determining whether the advertisement was successful" term, Google can have more time to complete the tasks you mention if it wishes, provided that it offers a proposed construction in a timely fashion. And I'm confident Google won't object to any necessary response from our end.

Thanks,
John

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From: Carl Anderson [<mailto:carlanderson@quinnemanuel.com>]
Sent: Monday, July 14, 2014 8:29 PM
To: John Lahad; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

John,

In light of the fact that Rockstar is not asserting '969 claim 15 or '183 claim 16, we agree that there is no need to construe "access provider" and "update an access provider webpage." Furthermore, we no longer propose to construe

the term “search engine.” As that term was not included in Rockstar’s P.R. 4-1 submissions, the parties need not exchange proposed constructions for it.

The term “the selection of **an** advertisement” should read “the selection of **the** advertisement.” I trust that resolves your question. Apologies for the typo.

Finally, with regard to Rockstar’s request to add “determining whether the advertisement was successful” to its list of terms, I note that your request comes just one day before proposed constructions are due. While we have always made every effort to cooperate with Rockstar, this does not give Google sufficient time to complete an investigation of potential claim constructions and gather supporting evidence for this term. Please confirm that, to the extent Google requires more time to complete those tasks, Rockstar will not object to timely supplementation by Google for that term.

Very truly yours,

Carl

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From: John Lahad [<mailto:jlahad@SusmanGodfrey.com>]
Sent: Monday, July 14, 2014 8:47 AM
To: Carl Anderson; Andrea P Roberts; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: RE: Rockstar v. Google

Carl,

This confirms that the parties will not offer constructions for (1) “at least one differing database,” (2) “based upon user interests selected from the group...,” (3) determining, via communication with the data processing device that the user does not select the at least one advertisement,” (4) “providing/provide,” and (5) “user profile database.” Of course, this in no way impacts our ability to assert claims containing these terms.

This also confirms that Google has added “client” to its list. Similarly, Plaintiffs add “determining whether the advertisement was successful” to their list of terms, and intend to propose a construction for that term.

Finally, two questions for you. First, we did not assert any of the “access provider” claims. Google’s 4-1 disclosures list “access provider” and “update an access provider webpage.” Does Google intend to seek construction of these terms from unasserted claims? Please let me know. Second, Google’s 4-1 disclosures include the term “the selection of an advertisement,” but none of the asserted claims include this term. There are other “selection” terms, but I cannot find this particular term in a claim. Can you point me to the source of this term, please?

Thanks in advance.

Best,
John

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From: Carl Anderson [<mailto:carlanderson@quinnemanuel.com>]
Sent: Monday, June 30, 2014 7:14 PM
To: Andrea P Roberts; John Lahad; Justin A. Nelson; Shawn Blackburn; Amanda Bonn; Alexander L. Kaplan; jrambin@capshawlaw.com; ederieux@capshawlaw.com; ccapshaw@capshawlaw.com; jw@wsfirm.com; claire@wsfirm.com; Max L. Tribble; Kristin Malone; Parker Folse; Cyndi Obuz; John Dolan
Cc: QE-Google-Rockstar; 'Mark Mann'; atindel@andytindel.com; blake@themannfirm.com
Subject: Rockstar v. Google

Counsel,

Through further review of the 143 asserted claims and the parties’ P.R. 4-1 submissions, and in an effort to reduce the number of potential disputes before the court, we withdraw the following terms from consideration for claim construction:

1. at least one differing database
2. based upon user interests selected from the group consisting of social interests, family interests, political interests, technological interests, geographical interests, environmental interests, and educational interests
3. determining, via communication with the data processing device that the user does not select the at least one advertisement
4. provid[e]ing
5. user profile database

None of the terms above were included in Rockstar's P.R. 4-1 submissions. Please confirm that Rockstar agrees that these terms need not be construed, and thus the parties need not exchange proposed constructions for those terms in their P.R. 4-2 submissions.

Additionally, we inadvertently omitted the term "client" from our proposals. We accordingly intend to offer a construction for "client" in our P.R. 4-2 exchange. Please confirm Rockstar will do the same.

Very truly yours,
Carl

Carl Anderson

Partner,

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