

# EXHIBIT 10

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

ROCKSTAR CONSORTIUM US LP )  
AND NETSTAR TECHNOLOGIES LLC, )  
 )  
Plaintiffs, )  
 ) Civil Action No. 13-cv-00893-RG  
v. )  
 ) **JURY TRIAL DEMANDED**  
GOOGLE INC. )  
 )  
Defendant. )  
 )  
 )

**DEFENDANT GOOGLE INC.'S SECOND NOTICE OF RULE 30(b)(6) DEPOSITION  
TO PLAINTIFF ROCKSTAR CONSORTIUM US LP**

To all Parties and their Attorneys of Record:

PLEASE TAKE NOTICE THAT, Pursuant to Federal Rule of Civil Procedure 30(b)(6), Defendant Google Inc. (“Google”) will take the deposition upon oral examination of Plaintiff Rockstar Consortium US LP (“Rockstar”) commencing at a mutually agreed upon date and at a mutually agreed upon location, and continuing day-to-day until completed. Rockstar shall designate one or more of its officers, directors, managing agents, or other persons with knowledge of the matters set forth in this Notice to appear and testify on its behalf at the deposition. The persons so designated shall testify as to matters known or reasonably available to Rockstar

The deposition will take place before a duly authorized notary public or other officer authorized to administer oaths at depositions, and will continue from day to day, Saturdays, Sundays, and legal holidays excepted, until completed, or according to a schedule mutually agreed upon by the parties in advance of the deposition. The deposition will be videotaped

and/or recorded by stenographic means. Defendant also reserves the right to use LiveNote or other technology for real-time transcription of the testimony.

Dated this 30th day of September, 2014.

By  /s/ David A. Perlson

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## DEFINITIONS

As used in this notice of deposition, the following terms have the meaning indicated:

1. “YOU,” “YOUR,” and “ROCKSTAR” means Rockstar Consortium US LP and Netstar Technologies LLC; their officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, their affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control them, are owned or controlled by them, or share with them common ownership or control, as well as predecessors and successors in interest to such entities, including Bockstar Technologies LLC, Constellation Technologies LLC, MobileStar Technologies LLC, NetStar Technologies LLC, Rockstar Bidco GP, LLC, Rockstar Bidco LLC, Rockstar Bidco LP, Rockstar Consortium Inc., Rockstar Consortium LLC, or Rockstar Consortium US LP.

2. “NORTEL” means Nortel Networks Corporation and Nortel Networks Inc., their officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and their affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by Nortel Networks Corporation or Nortel Networks Inc., and all predecessors and successors in interest to such entities, including Alteon WebSystems, Inc., Alteon WebSystems International, Inc., Architel Systems (U.S.) Corporation, Bay Networks, Inc., CoreTek, Inc., New Oak Communications, Inc., Nortel Altsystems Inc., Nortel Altsystems International Inc., Nortel Networks Applications Management Solutions Inc., Nortel Networks Cable Solutions Inc., Nortel Networks (CALA) Inc., Nortel Networks Capital Corporation, Nortel Networks Global

Corporation, Nortel Networks HPOCS Inc., Nortel Networks International Corporation, Nortel Networks International Inc., Nortel Networks Limited, Nortel Networks Optical Components Inc., Nortel Networks Technology Corporation, Northern Telecom International Inc., Qtera Corporation, Sonoma Systems, and Xros, Inc.

3. “NETSTAR” means NetStar Technologies LLC; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing; its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

4. “ROCKSTAR BIDCO GP” means Rockstar Bidco GP, LLC; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing; its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

5. “ROCKSTAR BIDCO LP” means Rockstar Bidco LP; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing; its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled

by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

6. “ROCKSTAR CONSORTIUM INC.” means Rockstar Consortium Inc.; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing; its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

7. “ROCKSTAR CONSORTIUM LLC” means Rockstar Consortium LLC; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing; its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

8. “APPLE” means Apple Inc.; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

9. “EMC” means EMC Corporation; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on

behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

10. “MICROSOFT” means Microsoft Corporation; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

11. “SONY” means Sony Corporation of America; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

12. “ERICSSON” means Ericsson; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or

share with it common ownership or control, as well as predecessors and successors in interest to such entities.

13. “BLACKBERRY” means Blackberry Ltd. and its predecessors, including without limitation Research In Motion Ltd.; its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other PERSONS acting on behalf of any of the foregoing, and its affiliates, parents, subsidiaries, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that own or control it, are owned or controlled by it, or share with it common ownership or control, as well as predecessors and successors in interest to such entities.

14. “ANY ROCKSTAR ENTITY” means any of ROCKSTAR, ROCKSTAR CONSORTIUM, NETSTAR, ROCKSTAR BIDCO GP, ROCKSTAR BIDCO LP, ROCKSTAR CONSORTIUM INC., and ROCKSTAR CONSORTIUM LLC.

15. “ANY ROCKSTAR SHAREHOLDER” means any current or former shareholder, member, owner, partner, or other equity owners of ANY ROCKSTAR ENTITY, including, APPLE, EMC, MICROSOFT, SONY, ERICSSON, and BLACKBERRY.

16. “NORTEL ADVISOR” means any THIRD PARTY or ANY ROCKSTAR ENTITY from whom NORTEL sought or received advice REGARDING the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, NORTEL’s patents, or other intellectual property, and the auction therefor, including but not limited to David Descoteaux, Lazard Frères & Co. LLC, Global IP Law Group, Justin Lux, Colin Keenan, Edouard Gueyffier, Estin & Co., or Kshitij Bhatia.

17. “GOOGLE” means Defendant Google Inc.

18. “PLAINTIFFS” mean Plaintiffs Rockstar Consortium US LP and NetStar Technologies LLC.



19. “THIS LITIGATION” means *Rockstar Consortium US LP and NetStar Technologies LLC v. Google, Inc.*, No. 2:13-cv-893, filed in the Eastern District of Texas.
20. “‘065 PATENT” means U.S. Patent No. 6,098,065, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘065 PATENT family.
21. “‘969 PATENT” means U.S. Patent No. 7,236,969, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘969 PATENT family.
22. “‘245 PATENT” means U.S. Patent No. 7,469,245, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘245 PATENT family.
23. “‘970 PATENT” means U.S. Patent No. 7,672,970, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘970 PATENT family.
24. “‘183 PATENT” means U.S. Patent No. 7,895,183, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘183 PATENT family.
25. “‘178 PATENT” means U.S. Patent No. 7,895,178, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘178 PATENT family.
26. “‘883 PATENT” means U.S. Patent No. 7,933,883, entitled “Associative Search Engine,” all underlying patent applications, all continuations, continuations-in-part, divisionals, reissues, and any other patent applications in the ‘883 PATENT family.

27. “PATENTS-IN-SUIT” refers to the ‘065 PATENT, ‘969 PATENT, ‘245 PATENT, ‘970 PATENT, ‘183 PATENT, ‘178 PATENT, and the ‘883 PATENT, individually and collectively, including all underlying patent applications, all continuations, continuations-in-part, divisionals, and reissues.

28. “COMPLAINT” shall mean the Complaint filed by Rockstar and NetStar on or about October 31, 2013, in the Eastern District of Texas, in *Rockstar Consortium US LP & Netstar Techs. LLP v. Google Inc.*, Civil Action No. 2:13-cv-00893.

29. “PRIOR ART” shall mean the subject matter described in 35 U.S.C. §§ 102 and 103, including but not limited to publications, articles, posters, abstracts, chapters, displays, slides, patents, physical devices, prototypes, uses, sales, and offers for sale, and any DOCUMENTS or THINGS evidencing any of the foregoing.

30. The term “RELATED PATENTS/APPLICATIONS” shall mean (1) any United States or foreign patent or patent application related to the PATENTS-IN-SUIT by way of subject matter or claimed priority date, (2) all parent, grandparent or earlier, divisional, continuation, continuation-in-part, provisional, reissue, reexamination, and foreign counterpart patents and applications thereof, and/or (3) any patent or patent application filed by one of more of the same applicant(s) (or his or her assignees) that refers to any of (1) or (2) herein.

31. “NAMED INVENTORS” refers to Richard Prescott Skillen and Frederick Caldwell Livermore, the named inventors of the PATENTS-IN-SUIT.

32. “PREDECESSORS-IN-INTEREST” shall mean all persons or entities other than YOU that have ever held ownership rights to the PATENTS-IN-SUIT.

33. The phrase “THE APPLICANTS” shall refer to the NAMED INVENTORS of the PATENTS-IN-SUIT, the prosecuting attorneys of the PATENTS-IN-SUIT (including Vernon E. Williams, Jean-Pierre Fortin, and Bruce Garlick), and/or other PERSONS owing a duty of

candor to the U.S. Patent & Trademark Office in connection with the prosecution of the PATENTS-IN-SUIT, individually and collectively.

34. “NORTEL AUCTION” shall mean the auction Nortel conducted for Nortel's intellectual property portfolio in July 2011, and referred to in paragraph 5 of the COMPLAINT.

35. “DOCUMENT” includes, without limitation, all written, graphic or otherwise recorded material, including without limitation, microfilms or other film records or impressions, electronically stored information regardless of the form of storage medium, tape recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films, recordings, memoranda, books, records, accounts, COMMUNICATIONS, letters, telegrams, correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office memoranda or written COMMUNICATIONS, of any nature, recordings of conversations either in writings or upon any mechanical or electronic recording device, including email, notes, papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal, informal or otherwise, as well as copies of the foregoing which differ in any way, including by the addition of handwritten notations or other written or printed matter of any nature, from the original. The foregoing specifically includes information stored in a computer database and capable of being generated in documentary form, such as electronic mail.

36. “THING” as used herein means any physical object other than a “DOCUMENT.”

37. “COMMUNICATION” means, without limitation, any transmission, conveyance or exchange of a word, statement, fact, THING, idea, DOCUMENT, instruction, information, demand or question by any medium, whether by written, oral or other means, including but not limited to electronic COMMUNICATIONS, and electronic mail.

38. “SOURCE CODE” means source code, hardware code, machine code, assembly code, or code written in any programming language, and code that can be compiled or acted upon by a processor, any listings or printouts thereof, and any release notes describing the features or modifications of such code.

39. The term “PERSON” refers to any individual, corporation, proprietorship, association, joint venture, company, partnership or other business or legal entity, including governmental bodies and agencies.

40. “THIRD PARTY” or “THIRD PARTIES” means any PERSON other than either YOU or ANY ROCKSTAR ENTITY.

41. “INFRINGE” and “INFRINGEMENT” means direct infringement, contributory infringement, infringement by inducement, literal infringement, and infringement under the doctrine of equivalents.

42. “ACCUSED INSTRUMENTALITIES” shall mean the GOOGLE products or services identified in PLAINTIFFS’ March 24, 2014 Infringement Contentions, or any supplements thereto, that PLAINTIFFS allege INFRINGE one or more claims of the PATENTS-IN-SUIT and all products or services subject to PLAINTIFFS’ prayer for relief in this action.

43. The term “ASSERTED CLAIMS” refers to each and every claim of the PATENTS-IN-SUIT that PLAINTIFFS contend GOOGLE infringes.

44. “REGARDING” means relating to referring to, concerning, mentioning, reflecting, pertaining to, evidencing, involving, describing, discussing, commenting on, embodying, responding to, supporting, contradicting, or constituting (in whole or in part), as the context makes appropriate.

45. “SUBJECT MATTER IN SUIT” means providing search engine results influenced by user profile data, and/or providing advertisements to a search engine based on a user’s search request and/or user profile data.

46. “Include” and “including” shall mean including without limitation.

47. Use of the singular also includes the plural and vice-versa.

48. The words “or” and “and” shall be read in the conjunctive and in the disjunctive wherever they appear, and neither of these words shall be interpreted to limit the scope of these Deposition Topics.

49. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

## **DEPOSITION TOPICS**

In accordance with Rule 30(b)(6), YOU are required to designate one or more of YOUR officers, directors, managing agents, or other persons to testify on YOUR behalf with respect to matters known or reasonably available to YOU regarding the subjects described below.

1. The first public demonstration, public use, exhibition, sale, or offer for sale of any product embodying any alleged invention claimed in the PATENTS-IN-SUIT, including, but not limited to DOCUMENTS evidencing, memorializing, concerning, or documenting the first public demonstration, public use, exhibition, sale, or offer for sale of any product embodying any alleged invention in the PATENTS-IN-SUIT, and the location of such DOCUMENTS.

2. Product(s), product design(s) or methods produced by any PERSON other than YOU, whether or not currently available, that embody the inventions described in the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such product(s), product design(s) or methods, and the location of such DOCUMENTS.

3. All facts and circumstances REGARDING any search, analysis, investigation, or opinion REGARDING the PATENTS-IN-SUIT and any RELATED PATENTS/APPLICATIONS, including without limitation any search, analysis, investigation, or opinion REGARDING patentability, unpatentability, enforceability, unenforceability, validity, invalidity, infringement, non-infringement, meaning, interpretation, construction, or scope of the PATENTS-IN-SUIT or RELATED PATENTS/APPLICATIONS, any DOCUMENTS evidencing, memorializing, concerning, or documenting any such search, analysis, investigation or opinion, and the location of such DOCUMENTS.

4. All facts and circumstances REGARDING any PRIOR ART investigation REGARDING the PATENTS-IN-SUIT and any RELATED PATENTS/APPLICATIONS,

including any PRIOR ART investigation conducted before the filing of or during the prosecution of any of the applications that led to the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such investigation, and the location of such DOCUMENTS.

5. Any and all PRIOR ART with respect to the PATENTS-IN-SUIT that was at any time known, made known to, or considered by YOU, NORTEL, or the NAMED INVENTORS, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such PRIOR ART, and the location of such DOCUMENTS.

6. The preparation and prosecution of the PATENTS-IN-SUIT and any RELATED PATENTS/APPLICATIONS in the United States Patent and Trademark Office or any foreign patent office, including without limitation the identity and role of all PERSONS involved in said preparation and prosecution and the content and location of all DOCUMENTS related to said preparation and prosecution, and including without limitation the preparation and prosecution of U.S. Patent Application no. 08/798,747, filed February 13, 1997, and the location of such DOCUMENTS.

7. All facts and circumstances REGARDING the allegations set forth in paragraphs 45 – 231 of GOOGLE’S Answer to the COMPLAINT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such facts and circumstances, and the location of such DOCUMENTS.

8. All facts and circumstances REGARDING the affirmative steps taken by the APPLICANTS to meet their duty of candor and good faith to the United States Patent and Trademark Office RELATING TO the allegations set forth in paragraphs 45 – 231 of GOOGLE’S Answer to the COMPLAINT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such affirmative steps taken, and

the location of such DOCUMENTS.

9. The method or system employed to disclose PRIOR ART to the attorney(s) prosecuting the applications that led to the PATENTS-IN-SUIT, and/or the method or system employed to determine whether particular PRIOR ART was or was not material, including, but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such method or system, and the location of such DOCUMENTS.

10. All facts and circumstances REGARDING the APPLICANTS' awareness of the following: (a) the article published by PR News entitled "Make Sure Search Engines Find Your Site; options include buying words, advertising, and careful page design;" (b) U.S. Patent No. 5,727,129 to Barrett et al.; (c) the Open Text Index search engine; and (d) the article by Youji Kohda and Sesumu Endo entitled "Ubiquitous Advertising on the WWW: Merging Advertisements on the Browser," published in the Computer Networks and ISDN Systems journal (Vol. 28, issues 7-11, pp. 1493-1499) prior to or during the prosecution of any of the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such awareness, and the location of such DOCUMENTS.

11. All facts and circumstances REGARDING any meetings or business relationship(s) between NORTEL and Bell Communications Research ("Bellcore"), Open Text, Netgravity, Inc., or Netvertiser, Inc., including but not limited to DOCUMENTS, COMMUNICATIONS, or THINGS relating to any customer relationship between NORTEL and Netgravity Inc. as described, by way of example only, at <http://www.nasdaq.com/markets/ipos/filing.ashx?filingid=654438> and <http://www.sec.gov/Archives/edgar/data/1036419/0001047469-98-023984.txt>, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such



meetings or business relationship, and the location of such DOCUMENTS.

12. All facts and circumstances REGARDING the prosecution of Canadian Patent Application No. 2280862, International Application No. PCT/CA 98/00086, including but not limited to facts REGARDING the interview with the patent examiner referenced in the October 5, 2007 Withdrawal Application, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such prosecution, and the location of such DOCUMENTS.

13. All facts and circumstances REGARDING any challenges, whether formal or informal, to the validity or enforceability of the PATENTS-IN-SUIT and/or RELATED PATENTS/APPLICATIONS, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such challenges, and the location of such DOCUMENTS.

14. Any due diligence or analysis of the PATENTS-IN-SUIT, the validity or enforceability thereof and/or RELATED PATENTS/APPLICATIONS, alleged infringement of the PATENTS-IN-SUIT, ownership, acquisition, or transfer, of the PATENTS-IN-SUIT, and/or potential damages or royalties in connection with use or infringement of the PATENTS-IN-SUIT, conducted by YOU or ANY ROCKSTAR ENTITY prior to the acquisition of the PATENTS-IN-SUIT.

15. Any and all secondary indicia of non-obviousness of the PATENTS-IN-SUIT, including but not limited to reaction by the industry and the public REGARDING the alleged invention(s) described in the PATENTS-IN-SUIT and/or any of the ASSERTED CLAIMS; whether GOOGLE or any THIRD PARTY copied the alleged invention(s) in the PATENTS-IN-SUIT and/or any of the ASSERTED CLAIMS; whether the alleged invention(s) in the PATENTS-IN-SUIT and/or any of the ASSERTED CLAIMS enjoyed commercial success and

all facts and circumstances relating to any nexus between the alleged technology of the ASSERTED CLAIMS and commercial success of the ACCUSED INSTRUMENTALITIES; whether the invention(s) in the PATENTS-IN-SUIT and/or any ASSERTED CLAIMS solved a long-felt, but unresolved need; any failure of others to determine a solution to any long-felt need but unresolved need solved by the PATENTS-IN-SUIT and/or any ASSERTED CLAIMS; whether the PRIOR ART teaches away from any solution in the PATENTS-IN-SUIT and/or any ASSERTED CLAIMS; any skepticism expressed as to any solution in the PATENTS-IN-SUIT and/or any ASSERTED CLAIMS to any long-felt but unresolved need; and whether the invention(s) in the PATENTS-IN-SUIT and/or any ASSERTED CLAIMS thereof achieved any award or acclaim, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such indicia of non-obviousness, and the location of such DOCUMENTS.

16. The performance, advantages, disadvantages, problems, features, commercial or technical benefits, or improvements of the technology claimed in any of the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such performance, advantages, disadvantages, problems, features, commercial or technical benefits, or improvements, and the location of such DOCUMENTS.

17. Products or services offered by any PERSON other than GOOGLE, whether or not currently offered or available, that YOU contend are or were covered by any claims of the PATENTS-IN-SUIT, including NORTEL or ANY ROCKSTAR ENTITY, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such products or services, and the location of such DOCUMENTS.

18. All facts and circumstances REGARDING how and when ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, and/or the NAMED INVENTORS first became aware of each

ACCUSED INSTRUMENTALITY or activity of GOOGLE that forms the basis of any allegation that GOOGLE infringes any of the PATENTS-IN-SUIT; any and all analyses, examinations, or investigations of each such product conducted by or for ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, and/or the NAMED INVENTORS; and the timing or delay of potential legal claims based on any of the PATENTS-IN-SUIT, including the circumstances REGARDING that timing or delay, and any actual or potential prejudice REGARDING that timing or delay, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any awareness, analyses, examinations, investigations, or timing or delay, and the location of such DOCUMENTS.

19. ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, and/or the NAMED INVENTORS' investigation and/or analysis of whether any product or service, including any GOOGLE product or service, embodied or INFRINGED the PATENTS-IN-SUIT prior to the filing of the COMPLAINT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such investigation and/or analysis, and the location of such DOCUMENTS.

20. YOUR investigation, analysis or testing of GOOGLE'S product(s), service(s), or method(s), including but not limited to the reasons for such investigation, analysis, or testing; the nature of the investigation, analysis or testing; the product(s), service(s), or method(s) investigated, analyzed, or tested; the PERSONS involved in such investigation, analysis or testing; the date(s) of such investigation, analysis or testing; and any comparisons between product(s) or method(s) investigated, analyzed or tested and any other product(s), service(s), or methods, including but not limited to, any DOCUMENTS evidencing, memorializing, concerning, or documenting such investigation, analysis or testing, and the location of such DOCUMENTS.

21. Any notice (whether actual or constructive) given by ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, or the NAMED INVENTORS to GOOGLE of any alleged infringement of the PATENTS-IN-SUIT, including any COMMUNICATIONS between ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, or the NAMED INVENTORS and GOOGLE REGARDING the PATENTS-IN-SUIT or any alleged or potential INFRINGEMENT of the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such notice, and the location of such DOCUMENTS.

22. All facts and circumstances relating to any pre-litigation contact between ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, or the NAMED INVENTORS and GOOGLE, REGARDING the PATENTS-IN-SUIT or the ACCUSED INSTRUMENTALITIES, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such pre-litigation contact, and the location of such DOCUMENTS.

23. All facts and circumstances REGARDING YOUR or ANY ROCKSTAR ENTITY'S knowledge, prior to filing THIS LITIGATION, of any PRIOR ART to the PATENTS-IN-SUIT, including without limitation the identity of such PRIOR ART, the date on which it first became known to YOU or ANY ROCKSTAR ENTITY, the circumstances under which YOU or ANY ROCKSTAR ENTITY acquired this knowledge, the identity of all PERSONS known to YOU or ANY ROCKSTAR ENTITY to have knowledge of the PRIOR ART, and all DOCUMENTS relating to such PRIOR ART, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such knowledge of PRIOR ART, and the location of such DOCUMENTS.

24. Any COMMUNICATIONS between ANY ROCKSTAR ENTITY, NETSTAR, NORTEL, ANY ROCKSTAR SHAREHOLDER, ANY NORTEL ADVISOR, and any THIRD

PARTY, including the NAMED INVENTORS, REGARDING the PATENTS-IN-SUIT, any DOCUMENTS evidencing, memorializing, concerning, or documenting such COMMUNICATIONS, and the location of such DOCUMENTS.

25. The formation, corporate structure, governance, and operation of ANY ROCKSTAR ENTITY, including ROCKSTAR, both individually and collectively, including but not limited to the reason for its/their formation, organizational structure, ownership structure, shareholders, general partners, limited partners, investors, decision-makers, and past and present employees, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such formation, corporate structure, governance, and operation, and the location of such DOCUMENTS.

26. The relationship, corporate or otherwise, between YOU and ANY ROCKSTAR ENTITY, and/or with any parent or subsidiary companies, including without limitation, which entities have decision-making authority for YOU, which entities for which YOU have decision-making authority, and which entities have in their possession, custody, or control DOCUMENTS, THINGS, or other information REGARDING the PATENTS-IN-SUIT or NORTEL AUCTION and YOUR authority to demand or obtain the such DOCUMENTS, THINGS, or other information from that entity, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such relationship, and the location of such DOCUMENTS.

27. The ownership structure of ROCKSTAR, including any individuals or entities with a past or present ownership interest in ROCKSTAR and the size of any such ownership interest, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such ownership structure, and the location of such DOCUMENTS.

28. The actual or potential financial or non-financial interests of any PERSON or

entity in the outcome of THIS LITIGATION, including the amount or percentage of such interests, and the relationship between ANY ROCKSTAR ENTITY and each PERSON or entity with such an interest, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such interest, and the location of such DOCUMENTS.

29. The list of individuals employed by ROCKSTAR, both currently and in the past, who have or had any involvement in patent licensing or sales, including but not limited to licensing or offers for sale of the PATENTS-IN-SUIT, or who were involved in the NORTEL AUCTION, the terms and conditions of such employment, the roles and duties of those ROCKSTAR employees, the identities of those employees that provide legal advice, the identities of those employees who have a business role, and the extent to which such employees perform roles or duties for ANY ROCKSTAR ENTITY and a description of those roles and duties, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such employment, and the location of such DOCUMENTS.

30. The products and services offered or distributed by ROCKSTAR.

31. The business operations, financial condition, revenues, profits and losses of ROCKSTAR, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such business operations and financials, and the location of such DOCUMENTS.

32. The distribution of any revenues and profits received or recorded by ROCKSTAR, including any PERSONS or entities receiving such distributions, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting distributions and recipients, and the location of such DOCUMENTS.

33. Any NORTEL investigation, proposal, consideration, or development of Internet

search engine technology, such as the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, or any patent related to the SUBJECT MATTER IN SUIT, including but not limited to the amount (if any) of funding, time, personnel, or other resources devoted to any investigation, proposal, consideration, or development of Internet search engine technology at NORTEL, any business plans or marketing studies prepared in connection with any investigation, proposal, consideration, or development of Internet search-related technology at NORTEL, and any DOCUMENTS evidencing, memorializing, concerning, or documenting any investigation, proposal, consideration, or development of Internet search-related technology at NORTEL, and the location of such DOCUMENTS.

34. NORTEL's consideration or development of an IP licensing and enforcement business model ("IPCo"), including all analyses, patent valuations, studies, and presentations conducted or prepared by ANY NORTEL ADVISOR, including Lazard Freres & Co. LLC and Global IP Law Group, NORTEL, or any THIRD PARTY; revisions to the IPCo model; meetings of the IP Steering Committee and working group; and any efforts made by IPCo to sell, license, or otherwise monetize NORTEL's intellectual property assets, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such IP licensing and enforcement business model, and the location of such DOCUMENTS.

35. NORTEL's intellectual property segmentation process, including all analyses, studies, and presentations conducted or prepared by ANY NORTEL ADVISOR, including Lazard Freres & Co. LLC and Global IP Law Group, NORTEL, or any THIRD PARTY, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such segmentation process, and the location of such DOCUMENTS.

36. The acquisition of NORTEL's intellectual property assets, including the PATENTS-IN-SUIT, by ROCKSTAR BIDCO, YOU, or ANY ROCKSTAR ENTITY, including

but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such acquisition, and the location of such DOCUMENTS.

37. Any proposed, actual, or considered transfer, assignment, sale, or license of rights to any NORTEL patents or other intellectual property assets, including the PATENTS-IN-SUIT, prior to the NORTEL AUCTION to or from NORTEL, ANY ROCKSTAR SHAREHOLDER, or any THIRD PARTY, including the determination of which patents or other assets to transfer, assign, sell, or license, the process by which such patents or assets were selected, and any valuation of those patents or assets, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such proposed, actual, or considered transfer, assignment, sale, or license, and the location of such DOCUMENTS.

38. Any proposed, actual, or considered transfer, assignment, sale, or license of rights to any NORTEL patents or other intellectual property assets, including the PATENTS-IN-SUIT, after the July 2011 auction to or from YOU, ANY ROCKSTAR SHAREHOLDER, or any THIRD PARTY, including the determination of which patents or other assets to transfer, assign, sell, or license, the process by which such patents or assets were selected, and any valuation of those patents or assets, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such proposed, actual, or considered transfer, assignment, sale, or license, and the location of such DOCUMENTS.

39. Any proposed, actual, or considered transaction between or among NORTEL, NETSTAR, ANY ROCKSTAR ENTITY, and ANY ROCKSTAR SHAREHOLDER, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such transaction, and the location of such DOCUMENTS.

40. Any consulting agreements between ANY ROCKSTAR ENTITY, or anyone acting on their behalf, and any of the NAMED INVENTORS, including but not limited to any



DOCUMENTS evidencing, memorializing, concerning, or documenting any such consulting agreements, and the location of such DOCUMENTS.

41. Any work done for ROCKSTAR or ANY ROCKSTAR ENTITY by any consultants to ANY ROCKSTAR ENTITY, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such work, and the location of such DOCUMENTS.

42. Any proposed, actual, or considered agreement between YOU and any THIRD PARTY concerning the subject matter disclosed in the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting such agreements, and the location of such DOCUMENTS.

43. Any attempt by YOU, NORTEL, or ANY ROCKSTAR ENTITY to design, create, develop, distribute, sell or market any product, system, or method that embodied any claim of the PATENTS-IN-SUIT, including any attempts to generate capital for that purpose, YOUR, NORTEL's, or ANY ROCKSTAR ENTITY'S capacity to manufacture, market, and sell any product, system, or method that embodies or embodied any claim of the PATENTS-IN-SUIT, and any decision to cease development, distribution, marketing or sale of any product, system, or method that embodied any claim of the PATENTS-IN-SUIT, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such attempts, capacity, or decision, and the location of such DOCUMENTS.

44. The NORTEL AUCTION, including but not limited to the nature and extent of YOUR involvement or the involvement of ANY ROCKSTAR ENTITY or ANY ROCKSTAR SHAREHOLDER, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting the NORTEL AUCTION, and the location of such DOCUMENTS.

45. Any analysis, assessment, appraisal, valuation, or purchase price allocation of any NORTEL intellectual property assets, including the PATENTS-IN-SUIT, provided or prepared by NORTEL, on behalf of NORTEL, or by ANY NORTEL ADVISOR, including Lazard Freres & Co. LLC or Global IP Law Group, including any analysis, assessment, appraisal, valuation, or purchase price allocation prepared in connection with the NORTEL AUCTION or NORTEL's bankruptcy proceeding, such as "Project Copperhead" and all studies, analyses, and licensing models referenced in the expert reports of James E. Malackowski and Jeffrey H. Kinrich, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such analysis, assessment, appraisal, valuation, or purchase price allocation, and the location of such DOCUMENTS. .

46. APPLE's decision to join ANY ROCKSTAR ENTITY during the NORTEL AUCTION, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such decision, and the location of such DOCUMENTS.

47. Meetings, discussions, and COMMUNICATIONS with NORTEL, ANY ROCKSTAR ENTITY, ANY ROCKSTAR SHAREHOLDER, ANY NORTEL ADVISOR, GOOGLE, or ANY THIRD PARTY REGARDING the PATENTS-IN-SUIT, the NORTEL AUCTION, THIS LITIGATION, or the Android operating system, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such meetings, discussions and COMMUNICATIONS, and the location of such DOCUMENTS.

48. Any analysis, assessment, appraisal, valuation, or purchase price allocation of any NORTEL intellectual property assets, including the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, or any patent related to the SUBJECT MATTER IN SUIT, including any analysis, assessment, appraisal, valuation, or purchase price allocation performed for any purpose by or on behalf of YOU, NORTEL, ANY ROCKSTAR ENTITY, ANY

ROCKSTAR SHAREHOLDER, any THIRD PARTY, or ANY NORTEL ADVISOR, including Lazard Freres & Co. LLC and Global IP Law Group, and including Global IP Law Group's "two star," "one star," and "no star" analysis, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such analysis, assessment, appraisal, valuation, or purchase price allocation, and the location of such DOCUMENTS.

49. The sales, revenue, income, profit, gross margin, costs, expenses, forecasts, projections, budgets, marketing, or promotion for any product, system, or method that embodies any claim of the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such sales, revenue, income, profit, gross margin, costs, expenses, forecasts, projections, budgets, marketing, or promotion, and the location of such DOCUMENTS.

50. The incremental sales, revenue, or profit attributable to the use of the technology claimed in any of the PATENTS-IN-SUIT in any product, system, or method, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such incremental sales, revenue, or profit, and the location of such DOCUMENTS.

51. Business plans, strategic plans, operating plans, marketing plans, financial plans, production plans, sales plans and capital or investment plans, and analyses of market demand, market share, or competition concerning any product, system, or method that embodies any claim of the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such plans, and the location of such DOCUMENTS.

52. The demand for any feature(s), functionality(ies), and/or attribute(s) embodied in any claim of the PATENTS-IN-SUIT, including any research or study REGARDING whether the technology in any of the PATENTS-IN-SUIT drives or drove consumer demand for any

product, system, or method, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such demand, and the location of such DOCUMENTS.

53. The presence or absence of any non-infringing alternatives or substitutes for any claim of the PATENTS-IN-SUIT, including any investigation REGARDING the characteristics of any non-infringing alternative, the reasons why the alternative is non-infringing, and the time and cost to develop or implement any non-infringing alternative, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such non-infringing alternatives, and the location of such DOCUMENTS.

54. NORTEL's or ANY ROCKSTAR ENTITY's practices and policies for the preparation and filing of patent applications, patent licensing, and document retention, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such practices and policies, and the location of such DOCUMENTS.

55. NORTEL's or ANY ROCKSTAR ENTITY's formal or informal policies, procedures, practices, or guidelines for licensing, sublicensing, or assigning rights to patents, including the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, or any patent related to the SUBJECT MATTER IN SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such policies, procedures, practices, or guidelines, and the location of such DOCUMENTS.

56. Any and all efforts to license any of the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, or any patent related to the SUBJECT MATTER IN SUIT, including, but not limited to all license agreements, cross licenses, covenants not to sue, settlements, or non-assertion agreements that cover any of the PATENTS-IN-SUIT, all offers to license any of the PATENTS-IN-SUIT, all draft agreements, and the negotiation of any

agreement or royalties paid to NORTEL, ANY ROCKSTAR ENTITY, or ANY ROCKSTAR SHAREHOLDER, whether an agreement was ultimately finalized or not, and the location of such DOCUMENTS.

57. Any analysis of licenses for comparable patents or technology that would assist in determining a reasonable royalty for the PATENTS-IN-SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such analysis, and the location of such DOCUMENTS.

58. The royalty or licensing rates customary in the industry that the PATENTS-IN-SUIT relate to for use of patented or licensed technology, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such rates, and the location of such DOCUMENTS.

59. The decisions, analysis, or strategy of ANY ROCKSTAR ENTITY to file patent-infringement litigation and/or enter into license or settlement agreements, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such decisions, analysis, or strategy, and the location of such DOCUMENTS.

60. NORTEL's and ANY ROCKSTAR ENTITY's efforts to sell, license, monetize, or otherwise generate revenue from NORTEL's or ANY ROCKSTAR ENTITY's patents or other intellectual property assets; including any proposed merger, acquisition, sale, license, or settlement involving the PATENTS-IN-SUIT, RELATED PATENTS/APPLICATIONS, or any patent related to the SUBJECT MATTER IN SUIT, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such efforts, and the location of such DOCUMENTS.

61. Every attempt by YOU, NORTEL, or ANY ROCKSTAR ENTITY, or by any party acting on behalf of YOU, NORTEL, or ANY ROCKSTAR ENTITY to enforce any patent

in the NORTEL patent portfolio, including the PATENTS-IN-SUIT, either in the United States or abroad, including any analysis, evaluation, or discussion REGARDING the assertion, potential assertion, or potential for assertion of any patent in the NORTEL patent portfolio, including but not limited to the PATENTS-IN-SUIT, against any THIRD PARTY including GOOGLE, and any settlement, whether executed or considered, relating to any adversarial proceeding in the United States or abroad involving any patent in the NORTEL patent portfolio, including the PATENTS-IN-SUIT, and including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such attempt, and the location of such DOCUMENTS.

62. Any damage or harm NORTEL or ANY ROCKSTAR ENTITY allegedly suffered as a result of the sale, offer for sale, or use of any GOOGLE product or service, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such damage or harm, discussions and COMMUNICATIONS, and the location of such DOCUMENTS.

63. The labeling or marking with patent information any product, service, system, or method with any of the PATENTS-IN-SUIT or RELATED PATENTS AND APPLICATIONS, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such labeling or marking, and the location of such DOCUMENTS.

64. All facts and circumstances relating to the decision to file THIS LITIGATION, including but not limited to the entities and PERSONS involved, whether and the extent that ANY ROCKSTAR ENTITY or ANY ROCKSTAR SHAREHOLDER was involved, and the entities or PERSONS having a financial or pecuniary interest in the outcome of this litigation, as well as the amount or percentage of each entity's or PERSON'S interest, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such

decision, involvement, or financial or pecuniary interest, and the location of such DOCUMENTS.

65. The procedures followed, steps taken, and persons involved in collecting and producing documents in THIS LITIGATION, including in response to GOOGLE's document requests served on ANY ROCKSTAR ENTITY, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such procedures, and the location of such DOCUMENTS.

66. ANY ROCKSTAR ENTITY'S document retention policies, including without limitation any policies REGARDING the retention of e-mails and any modification of ANY ROCKSTAR ENTITY'S document retention or e-mail retention policies in connection with THIS LITIGATION, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such policies, and the location of such DOCUMENTS.

67. All facts and circumstances relating to any agreements between NORTEL and ANY ROCKSTAR ENTITY, including, but not limited to any agreements relating to the transfer of computers or DOCUMENTS from NORTEL to ANY ROCKSTAR ENTITY, the destruction or deletion of any DOCUMENTS transferred from NORTEL to ANY ROCKSTAR ENTITY, and any COMMUNICATIONS between NORTEL and ANY ROCKSTAR ENTITY, or any PERSON acting on their behalf RELATING TO such agreements, including but not limited to any DOCUMENTS evidencing, memorializing, concerning, or documenting any such agreements, and the location of such DOCUMENTS.

68. Identification of all DOCUMENTS or categories of DOCUMENTS relevant to THIS LITIGATION that have been destroyed or deleted pursuant to the agreements identified in response to Topic 67, the date or approximate date of such destruction or deletion, and the reason for such destruction or deletion, including but not limited to any DOCUMENTS evidencing,

memorializing, concerning, or documenting any such destruction or deletion, and the location of such DOCUMENTS.



DATED: September 30, 2014

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By /s/ David A. Perlson

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record are being served with a copy of this document via email on September 30, 2014.

/s/ Andrea Pallios Roberts

Andrea Pallios Roberts