

EXHIBIT E

Jen Ghaussy

From: Margaret P. Kammerud
Sent: Wednesday, December 07, 2011 12:53 PM
To: Brothers, Kenneth
Cc: zz-IPEngine; 'Noona, Stephen E.'; QE-IP Engine
Subject: I/P Engine v. AOL, et al.
Attachments: 4493093_1_QE Edit 12 7 11 Redlined_Discovery_Plan.DOC; 4493090_1_QE Edit 12 7 11 Redlined_Document_Production_Agreement.DOC; 4493080_1_QE Edits 12 7 11 to Protective_Order.DOC

Ken,

Attached are the most recent drafts of the protective order, discovery plan, and document production agreement. Our changes are redlined and highlighted in yellow. Plaintiff's last edits also remain redlined in the document, but are not highlighted except for the two sections in the PO that we may have to raise with the Court.

Our changes are explained below.

Protective Order

On page 3, we removed the provision allowing confidential information to be shared with Plaintiff's Chief Operations Officer. It is unfounded for a company leader who engages in competitive business decisions to have access to highly sensitive, confidential business information produced in a litigation.

On page 5, we put back in the provision granting the producing party the discretion to select the location at which source code is produced. The protective order ensures that the parties will cooperate in good faith in determining a location for source code production, but in the end, each party must have the ability to best protect its source code.

On page 10, we fixed a minor nit concerning the number of experts or consultants who may access source code. We agree with your proposal to allow four outside experts or consultants access.

On page 15, we removed the language stating that limits on patent prosecution do not apply to reexaminations. This does not add anything to the agreement due to the fact that reexaminations already are not included in the prosecution limits.

On pages 16 and 17 we adjusted the limitations on objecting to experts in order to clarify the reasonableness requirements.

On page 18 you added the phrase "or otherwise provided by the Federal Rules of Civil Procedure or Federal Rules of Evidence." Could you please explain why you believe this is necessary?

Discovery Plan

On page 6 we have added the phrase "endeavor in good faith to" in regards to providing an initial privilege log on or before January 30, 2012. Although we do not foresee any delay in the preparation and service of the initial privilege logs, this allows the parties to deal with any unforeseen delays that arise without inconveniencing the Court.

Document Production Agreement

On pages 7 and 8 we adjusted the limitations on custodians. Our proposal allows the receiving party to seek production from five custodians from each producing party with the option of seeking production from another three custodians in the event the requesting party believes in good faith that such additional custodians are necessary. The receiving party must go to the court to seek discovery from more than eight custodians per producing party.

The cost shifting provision will apply if the receiving party seeks production from more than ten custodians from any one producing party. This change makes the cost-shifting provision party-specific. It also ensures that no party will harass another party of unnecessarily seek excessive custodial information.

On page 9, we reverted to the language previously included in regarding to PDAs, voicemails, and instant messages. We believe that the language you had proposed was both confusing and overbroad.

Best,
Meg

Margaret P. Kammerud
Quinn Emanuel Urquhart & Sullivan, LLP

50 California Street, 22nd Floor
San Francisco, CA 94111
415-875-6316 Direct
415.875.6600 Main Office Number
415.875.6700 FAX
megkammerud@quinnemanuel.com
www.quinnemanuel.com

NOTICE: The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.