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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

THE AUTHORS GUILD, *et al.*,  
  
Plaintiffs,  
  
v.  
  
GOOGLE INC.,  
  
Defendant.

Case No.: 05-CV-8136-JES

THE MCGRAW-HILL COMPANIES, INC., *et al.*,  
  
Plaintiffs,  
  
v.  
  
GOOGLE INC.,  
  
Defendant.

Case No.: 05-CV-8881-JES

**AMAZON.COM'S RESPONSES AND OBJECTIONS TO  
SUBPOENA SERVED BY GOOGLE, INC.**

Amazon.com, Inc. hereby responds and objects to Google, Inc.'s subpoena for the production of documents, issued by the United States District Court for the Western District of Washington in connection with the above-entitled cases, and served on Amazon.com on October

1 6, 2006. In the following, text from the Google subpoena is shown as single-spaced, indented  
2 text, while Amazon.com's responses and objections are shown in double-spacing.

3 **DEFINITIONS**

4 The following definitions and instructions are applicable to and incorporated by  
5 reference in the Requests for Production of Documents and Tangible Things in Schedule  
6 A.

- 7 1. "The Author Plaintiffs" shall mean Associational Plaintiff, The Authors Guild, its  
8 subsidiaries, divisions, subdivisions, departments, predecessors, successors, joint  
9 ventures, present and former officers, directors, partners, principals, employees,  
10 representatives, professional staff members, agents, attorneys, and all other persons  
11 acting or purporting to act on its behalf and Individual Representative Plaintiffs  
Herbert Mitgang, Betty Miles, Daniel Hoffman, Paul Dickson and Joseph Goulden in  
the action pending in the United States District Court for the Southern District of New  
York styled as *The Authors Guild, et al. v. Google, Inc.*, Civil Action No. 05-CV-  
8136-JES.
- 12 2. "Publisher Plaintiffs" shall mean the plaintiffs in the action pending in the United  
13 States District Court for the Southern District of New York styled as *The McGrawHill*  
14 *Companies, Inc. v. Google, Inc.*, Civil Action No. 05-CV-8881-JES, and specifically  
15 includes the McGraw-Hill Companies, Inc., Pearson Education, Inc., Penguin Group  
16 (USA), Inc., Simon & Schuster, Inc., and Wiley & Sons, Inc., and each of their  
17 subsidiaries, divisions, subdivisions, departments, predecessors, successors, joint  
ventures, present and former officers, directors, partners, principals, employees,  
18 representatives, professional staff members, agents, attorneys, and all other persons  
19 acting or purporting to act on each of their behalf.
- 20 3. "Google" shall mean Defendant Google Inc., its subsidiaries, divisions, subdivisions,  
21 departments, predecessors, successors, joint ventures, present and former officers,  
22 directors, partners, principals, employees, representatives, professional staff members,  
23 agents, attorneys, and all other persons acting or purporting to act on its behalf.
- 24 4. "Google Book Search Library Project" shall mean the Google program in which  
25 books are scanned, indexed, and snippets made available to users through the Internet  
26 without the express permission of a copyright holder of such a book regardless of the  
27 name used to describe the program, including the names "Google Print for Libraries"  
or "Google Print Library Project."
5. "Amazon" shall mean Amazon.com, Inc., its subsidiaries, divisions, subdivisions,  
departments, predecessors, successors, joint ventures, present and former officers,  
directors, partners, principals, employees, representatives, professional staff members,  
agents, attorneys, and all other persons acting or purporting to act on its behalf.
6. "Amazon Book Search Project" shall mean any project (actual or contemplated) in  
which Amazon is involved in which an index of books or the contents of books, in

1 whole or in part, are available to the public through an Internet search engine,  
2 including, but not limited to, Amazon's "search inside the book" and "look inside the  
3 book" products.

4 7. "Open Content Alliance" shall mean the non-profit entity described on the website  
5 <http://www.openalliancecontent.org>.

6 8. "Communication" shall be defined as the term is defined in Southern District of New  
7 York Local Civil Rule 26.3, and further shall mean the transmittal of information (in  
8 the form of facts, ideas, inquiries or otherwise), and includes oral and written  
9 communications and meeting minutes or notes such as discussions, speeches, voice  
10 mail, letters, memoranda, notes, and e-mail.

11 9. The term "Document" shall be defined as the term is defined in Southern District of  
12 New York Local Civil Rule 26.3 and shall be used as broadly as permitted under the  
13 Federal Rules of Civil Procedure. A draft or non-identical copy is a separate  
14 document within the meaning of this term.

15 10. The terms "concern" and "concerning" shall be defined as the terms are defined in  
16 Southern District of New York Local Civil Rule 26.3 and shall encompass relating to,  
17 referring to, describing, evidencing, or constituting.

18 11. The term "Person" shall be defined as the term is defined in Southern District of New  
19 York Local Civil Rule 26.3 and means any natural person or any business, legal, or  
20 governmental entity or association.

21 12. "Meeting" shall mean contemporaneous presence, whether in person or by telephone,  
22 video conference, or other similar means, of any natural persons, whether or not such  
23 presence was by chance or prearranged and whether or not the meeting was formal,  
24 informal or occurred in connection with some other activity.

25 13. "Policy," "policies," or "procedures," shall mean any rule, practice, or course of  
26 conduct, whether formal or informal, written or unwritten, recorded or unrecorded,  
27 which was recognized or followed, explicitly or implicitly, by You in conducting  
Your business, or which was required by You to be recognized or followed by any or  
all persons with whom you conducted business.

14. The term "electronic or digital rights" shall mean any right or purported right,  
whether statutory, contractual, or otherwise, to reproduce, prepare derivative works  
based upon, distribute, publish, perform, display, archive, store, or index or to license  
or sub-license any other Person to reproduce, prepare derivative works based upon,  
distribute, publish, perform, display, archive, store, or index any copyrighted work, or  
any portion of any copyrighted work, in any electronic or digital format or media, and  
includes, for example, such formats and media as e-books, computer files (such as  
XML, HTML, DOC, WPD, PDF, TIFF, JPEG, GIF, RTF, and TXT files), CDs,  
DVDs, Flash ROM, and the Internet.

1 15. The term “electronic or digital copies” shall mean a copy of all or any portion of any  
2 work in any electronic or digital format or media, and includes, for example, such  
3 formats and media as e-books, computer files (such as XML, HTML, DOC, WPD,  
4 PDF, TIFF, JPEG, GIF, RTF, and TXT files), CDs, DVDs, Flash ROM, and the  
5 Internet.

6 16. The term “Lawsuits” shall mean the two lawsuits pending against Google that are  
7 styled as *McGraw-Hill Companies, Inc. et al. v. Google, Inc.*, Civil Action No.: 05-  
8 CV-8881-JES and *The Author's Guild et al. v. Google, Inc.*, Civil Action No.: 05-CV-  
9 8136-JES.

10 17. The term “You” or “Your” shall mean Amazon as defined above.

11 **INSTRUCTIONS**

- 12 1. You are required to produce documents responsive to the Requests in Schedule A by  
13 the return date on the Subpoena.
- 14 2. If you have no documents responsive to a particular Request, Your response should  
15 specifically so state.
- 16 3. Google specifies the following manner of production for documents responsive to the  
17 Requests in Schedule A: (a) the documents and tangible things should be produced as  
18 they are kept in the regular course of business or, in the alternative, organized and  
19 labeled so as to correspond to the Requests in Schedule A; (b) the documents shall be  
20 serially numbered; and (c) the documents shall be copied, inspected, and  
21 photographed by Google to the extent Google desires.
- 22 4. If the original of a document is within your possession, custody or control, produce it;  
23 if not, produce such copy of it as is in your possession, custody or control. Any copy  
24 of a document on which any notation, addition, alteration or change has been made is  
25 to be treated as an additional original document.
- 26 5. All documents responsive to the Requests in Schedule A that you maintain in the  
27 normal course of business in an electronic format shall be produced in their native  
format along with the software that is necessary to interpret such files if such software  
is not readily available. You should produce such documents with the pertinent  
metadata concerning the document, which shall include the date(s) the document was  
last accessed, created, modified, or distributed, and the author(s) and recipient(s) of  
the document.
6. Except as otherwise expressly directed herein, each paragraph and subparagraph of  
the Requests in Schedule A should be construed independently and not by reference  
to any other paragraph or subparagraph herein for purposes of limiting the scope of  
the Request in Schedule A being answered.

- 1 7. If any of the documents requested have been destroyed, identify each such document,  
2 state the date upon which the document was destroyed, and state the reason it was  
3 destroyed.
- 4 8. If you assert a claim of privilege or work product protection in objecting to any  
5 Request in Schedule A, identify with respect to each communication or document the  
6 nature and basis of the privilege claimed, and provide as much of the following  
7 information as is not encompassed by the privilege: its type; its general subject matter  
8 and purpose; its date; the names of persons making or receiving the communication or  
9 document, or a copy thereof or, if the communication was oral, of those present when  
10 it was made; their relationship to the author or speaker; and any other information  
11 needed to determine the applicability of the privilege or protection.
- 12 9. A protective order, which is attached hereto as Schedule B, has been entered in the  
13 Lawsuits. To the extent You deem documents responsive to the Subpoena to be  
14 "confidential," You are instructed to produce documents in accordance with its  
15 provisions.
- 16 10. If any Request in Schedule A is unclear, please contact the undersigned counsel and,  
17 if possible, the Request will be clarified in a reply letter. Any such reply letter may be  
18 treated as a modification of the Request.
- 19 11. If you contend that any Request in Schedule A is objectionable in whole or in part,  
20 state with particularity each such objection, the basis for it, and the categories of  
21 information and documents to which the objection applies, and respond to the  
22 Request insofar as it is not deemed objectionable.

### 23 GENERAL OBJECTIONS

24 Amazon.com makes the following general objections to Google's subpoena. Each of  
25 these general objections is incorporated into each of Amazon.com's responses set forth below.

- 26 1. Amazon.com objects to Google's definitions and instructions to the extent they seek  
27 to impose on Amazon.com any obligations in addition to or different from those required by the  
Federal Rules of Civil Procedure and/or the Local Rules for the Western District of Washington.
2. Amazon.com objects to each and every request to the extent it is not limited to  
documents within Amazon.com's possession, custody or control.
3. Amazon.com objects to each and every request to the extent it is not limited as to the  
time period covered by the request. In this regard, too, the requests are overly broad, unduly  
burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

1 4. Amazon.com objects to each and every request to the extent that it seeks documents  
2 protected by any privilege, including the attorney-client privilege, the work product doctrine,  
3 and/or any other applicable privilege. Amazon.com hereby asserts all such privileges and will  
4 not disclose such privileged information in response to Google's subpoena.

5 5. Amazon.com objects that the requests contained in Google's subpoena, individually  
6 and taken as a whole, are overbroad, not reasonably calculated to lead to the discovery of  
7 admissible evidence, and impose undue burden and expense on Amazon.com. The requests  
8 potentially call for millions of documents, essentially all documents concerning Amazon.com's  
9 sale of books on its websites and all searching and indexing functions used by Amazon.com  
10 and/or made available to consumers to allow them to search for and purchase books on the  
11 websites.

12 6. Amazon.com further objects that the requests contained in Google's subpoena,  
13 individually and taken as a whole, call for information that is highly confidential, proprietary and  
14 constitutes trade secrets of Amazon.com. Google seeks to sell on-line advertising and to  
15 otherwise promote internet retailers that are in direct competition with Amazon.com. The  
16 Google Print and Google Library projects reportedly seek to offer full-text search functionality  
17 similar to Amazon.com's Search Inside!™ feature. The requests contained within the subpoena  
18 essentially seeks to discover all consideration, evaluation, strategies, decisions, legal analyses,  
19 implementation and results of Amazon.com's Search Inside!™ and Look Inside the Book™  
20 features and potentially other search and indexing features available on Amazon.com's websites.  
21 Google has not shown and cannot show any substantial need to obtain Amazon.com's  
22 proprietary information. The protective order that has been entered into among Google and the  
23 other parties in the above-entitled actions does not provide sufficient protection to prevent  
24 disclosure of Amazon.com's proprietary information.

25 7. Amazon.com objects that several of the requests contained in Google's subpoena seek  
26 information that may be available from the plaintiffs in the above-entitled actions, and to the  
27



1 extent this information has been sought from the plaintiffs, the request to Amazon.com is  
2 duplicative and burdensome.

3 8. Amazon.com objects to the definition of "Amazon" contained in the subpoena on the  
4 ground that it is overly broad and unduly burdensome. To the extent that Amazon.com produces  
5 any documents in response to the subpoena, it will produce only those documents in the  
6 possession, custody or control of Amazon.com. Amazon.com will interpret the requests to call  
7 for discovery from Amazon.com and the officers, employees and other agents through whom the  
8 company acts.

9 9. Amazon.com objects to the definition of "Amazon Book Search Project," on the  
10 grounds that it is overbroad and not reasonably calculated to lead to the discovery of admissible  
11 evidence. By way of example, to the extent the definition encompasses any functionality that  
12 permits "an index of books" to be searched on the Internet, it potentially encompasses all of the  
13 functionality on the Amazon.com websites that permits consumers to search for and purchase  
14 books. Amazon.com further objects to this definition on the ground that it is nowhere used in  
15 any of the individual requests for production in the subpoena; in the requests themselves, Google  
16 has substituted a different term: the "Amazon Book Project."

17 10. Amazon.com objects to Instruction No. 3, purporting to describe the "manner of  
18 production" that "Google specifies" for responses to the subpoena. Amazon.com objects on the  
19 ground that this instruction seeks to impose requirements that are unduly burdensome and  
20 expensive. More generally, Amazon.com objects that, if it should be required to produce  
21 documents in response to Google's subpoena, Google should be compelled to pay the costs of  
22 the response and production in advance.

23 11. Amazon.com objects to Instruction No. 5 on the ground and to the extent it would  
24 impose undue burden and expense on Amazon.com and is not reasonably calculated to lead to  
25 the discovery of admissible evidence, particularly to the extent the instruction seeks to require  
26 Amazon.com to provide software and metadata for any and all electronic documents that might  
27 be produced in response to the subpoena.

1 12. Amazon.com objects to Instruction No. 7 on the ground that it is overly broad and  
2 unduly burdensome to the extent it seeks to require Amazon.com to search out and attempt to  
3 identify each and every responsive document that may have once existed and to describe the  
4 circumstances of the destruction or disposal of each such document.

5 13. Amazon.com objects to Instruction No. 8 on the ground that it seeks to impose  
6 additional requirements other than those established under applicable law for the identification  
7 and assertion of privilege. Amazon.com objects that substantial portions of the requests  
8 contained in Google's subpoena improperly call for information and documents that are clearly  
9 privileged (*e.g.*, Amazon.com's analyses of copyright, licensing and fair use issues), and such  
10 requests should be quashed in their entirety rather than requiring Amazon.com to go through the  
11 substantial burden and expense of preparing a detailed privilege log.

12 14. Amazon.com objects to Instruction No. 9 to the extent it seeks to impose upon  
13 Amazon.com the protective order that has been entered into among and between Google and the  
14 other parties in the above-entitled actions and purports to "instruct[]" Amazon.com "to produce  
15 documents in accordance with its provisions." The protective order is not sufficient to protect  
16 Amazon.com's interests and the highly confidential, proprietary and trade secret information that  
17 is sought by the requests contained in the subpoena.



1 **SCHEDULE A**

2 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

- 3 1. Documents sufficient to describe the Amazon Book Project, which should include  
4 documents concerning (a) the creation or acquisition of an electronic or digital copy  
5 of the book, (b) the creation of an electronic or digital index of each book, (c) the  
6 amount of each book Amazon has made or has plans to make available to the public  
7 for searching through an Internet search engine, and (d) the index and search features  
8 of the Amazon Book Project.

9 **RESPONSE:** Amazon.com objects to Request No. 1 on the ground that it is overly  
10 broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible  
11 evidence. By way of example, this request potentially would require Amazon.com to produce  
12 documents concerning or reflecting the process of offering digital images of or searching  
13 capabilities of the several hundred thousand books for which Amazon.com's Search Inside!<sup>TM</sup>  
14 functionality is offered. Amazon further objects that the request is ambiguous by use of the  
15 phrase "Amazon Book Project," which is not defined in the Google subpoena. To the extent this  
16 request is meant to incorporate the definition of "Amazon Book Search Project," it is overbroad,  
17 unduly burdensome and not reasonably calculated to lead to the discovery of admissible  
18 evidence because it potentially includes all searching and indexing functions consumers use on  
19 the Amazon.com websites. Amazon.com also objects that this request calls for information that  
20 is highly confidential, proprietary and constitutes trade secrets of Amazon.com

21 Without waiver of objections, Amazon.com responds that its Search Inside!<sup>TM</sup> and Look  
22 Inside the Book<sup>TM</sup> features are and have been described on Amazon.com's websites and in press  
23 releases, including the following:

- 24 1. [http://www.amazon.com/gp/help/customer/display.html/104-7723806-](http://www.amazon.com/gp/help/customer/display.html/104-7723806-6292744?ie=UTF8&nodeId=14061791)  
25 [6292744?ie=UTF8&nodeId=14061791](http://www.amazon.com/gp/help/customer/display.html/104-7723806-6292744?ie=UTF8&nodeId=14061791) (Publishers and Authors: Join our Search  
26 Inside!<sup>TM</sup> Program);
- 27 2. <http://www.amazon.com/Search-Inside-Book-Books/b?ie=UTF8&node=10197021>  
(Search Inside the Book; How it Works);

- 1 3. <http://www.amazon.com/gp/help/customer/display.html?nodeId=10197041> (What is  
2 Search Inside!™?);
- 3 4. <http://www.amazon.com/gp/help/customer/display.html?nodeId=13685751>  
4 (Frequently Asked Questions About Search Inside!™);
- 5 5. <http://www.amazon.com/gp/feature.html?docId=507108> (Letter from Jeff Bezos  
6 explaining Search Inside™ feature);
- 7 6. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-  
8 newsArticle&ID=462057&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=462057&highlight) (Amazon.Com Launches "Search Inside the  
9 Book" Enabling Customers to Discover Books by Searching and Previewing the Text  
10 Inside);
- 11 7. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-  
12 newsArticle&ID=465155&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=465155&highlight) (Amazon.com Announces Sales Impact from  
13 New Search Inside the Book Feature);
- 14 8. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-  
15 newsArticle&ID=742155&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=742155&highlight) (Amazon.ca Launches "Search Inside!" Enabling  
16 Customers to Discover Books by Searching and Previewing the Text Inside);
- 17 9. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-  
18 newsArticle&ID=748560&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=748560&highlight) (Amazon.co.uk Launches "Search Inside!™");
- 19 10. <http://www.amazon.co.uk/exec/obidos/tg/feature/-/568127> (Search Inside! for  
20 Publishers, Publishers, Join Our Search Inside! Programme);
- 21 11. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-  
22 newsArticle&ID=732843&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=732843&highlight) (Amazon.de Launches "Search Inside!"  
23 Enabling Customers to Discover More than 100,000 Books by Searching and  
24 Previewing the Text Inside Books);
- 25 12. <http://www.amazon.de/Search-Inside-B%FCcher/b?ie=UTF8&node=14224751> (With  
26 Full Text Search Find the Right Thing); and  
27

1 13. [http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=213928&highlight)  
2 [newsArticle&ID=213928&highlight](http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=213928&highlight) (Amazon.com Works with Publishers to Make  
3 Millions of Book Pages Available for Customers to Flip Through, with Millions More  
4 to Follow);

5 Amazon.com will not otherwise produce documents in response to this request.

6  
7 2. Documents sufficient to show the title, author, copyright status, and copyright owners  
8 (a) of books currently available to the public through the Amazon Book Project, and  
9 (b) of books that Amazon has plans to make available to the public through the  
10 Amazon Book Project before December 31, 2009.

11 RESPONSE: See response and objections to Request No. 1. Amazon.com objects that  
12 this request is overly broad, unduly burdensome and not reasonably calculated to lead to the  
13 discovery of admissible evidence. The Search Inside!™ feature is available for hundreds of  
14 thousands of titles on Amazon.com's web sites. Identifying all of these books, and the copyright  
15 owners and copyright status of these books would be unduly burdensome. Without waiver of  
16 objections, Amazon.com responds that books for which the Search Inside!™ feature is available  
17 are identified on the Amazon.com websites. Amazon.com further objects that to the extent  
18 Request No. 2 seeks to require Amazon.com to produce documents reflecting or concerning  
19 future business plans, such information is highly proprietary and competitively sensitive.

20 Amazon.com will not produce other documents in response to this request.

21 3. All documents concerning any dispute with the Authors Guild, any author, or any  
22 copyright holder with respect to the Amazon Book Project, including (a) all  
23 communications between Amazon and the Authors Guild, any author, or any  
24 publisher, (b) any agreement between Amazon and the Authors Guild or any author,  
25 and (c) any analysis of copyright infringement or fair use.

26 RESPONSE: Amazon.com objects to this request on the ground that it is vague and  
27 ambiguous, particularly with regard to the phrase "any dispute." Amazon.com further objects to  
Request No. 3 to the extent it encompasses all agreements between Amazon.com and authors,  
because the request is overly broad, unduly burdensome and not reasonably calculated to lead to  
the discovery of admissible evidence. Amazon.com objects to Request No. 3 to the extent it

1 calls for “analysis of copyright infringement or fair use,” as the request on its face would  
2 encompass information and documents protected by the attorney-client privilege and the work  
3 product doctrine. Without waiver of objections, Amazon.com responds that the Participation  
4 Agreement whereby publishers and others can make their books available for the Search  
5 Inside!™ feature is available at <http://www.amazon.com/gp/sitb/publish>. Amazon.com further  
6 responds that it has not been sued by any author or publisher or any other party concerning its  
7 Search Inside!™ and Look Inside the Book™ features. Amazon.com will not produce other  
8 documents in response to Request No. 3.

- 9
- 10 4. For each book in the Amazon Book Project that you have included in the Amazon  
11 Book Project or that You plan to include in the Amazon Book Project before  
12 December 31, 2009, documents sufficient to show you possess the legal right to  
13 include each book in the Amazon Book Project, including all licenses.

14 RESPONSE: See response to Request No. 3. Amazon.com objects that Request No. 4 is  
15 overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of  
16 admissible evidence. Amazon.com objects that information sought by this request may be  
17 available from the plaintiffs in the above-entitled actions, and to the extent this information has  
18 been sought from the plaintiffs, the request to Amazon.com is duplicative and burdensome.  
19 Amazon.com further objects that, to the extent Request No. 4 seeks to require Amazon.com to  
20 produce documents reflecting or concerning future business plans, such information is highly  
21 proprietary and competitively sensitive. Amazon.com will not produce documents in response to  
22 this request.

- 23 5. With respect to each publisher and copyright owner identified in response to Request  
24 No. 2, all contracts executed between Amazon and each such Person, or if no contract  
25 has been executed, all communications reflecting the proposal to have the books of  
26 such publisher or copyright owner included in the Amazon Book Project.

27 RESPONSE: See responses to Request Nos. 3 and 4. Amazon.com further objects that  
Request No. 5 is overly broad, unduly burdensome and not reasonably calculated to lead to the  
discovery of admissible evidence. Amazon.com objects that information sought by this request

1 may be obtained from the plaintiffs in the above-entitled actions, and therefore the request is  
2 duplicative and burdensome. Without waiver of objections, Amazon.com responds that an  
3 example of an agreement by which publishers can sign up to participate in Search Inside!™ is  
4 available at <http://www.amazon.com/gp/sitb/publish>. Amazon.com will not produce other  
5 documents in response to this request.

- 6  
7 6. Documents sufficient to show the amount of a book You provide or plan to provide to  
8 an Internet user of the Amazon Book Project, including documents sufficient to  
9 explain the reasons for selecting that amount of the book.

10 RESPONSE: Amazon.com objects that Request No. 6 seeks the production of  
11 information that is highly confidential and proprietary to Amazon.com, and the request is overly  
12 broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible  
13 evidence. Amazon.com will not produce documents in response to this request.

- 14 7. Documents sufficient to show the security, access controls, user restrictions or digital  
15 rights management controls You have used or that you have considered using in  
16 connection with the Amazon Book Project to prevent a piracy of a copyright book.

17 RESPONSE: Amazon.com objects that Request No. 7 seeks information and documents  
18 that are highly confidential and proprietary to Amazon.com, and the request is overly broad,  
19 unduly burdensome and not reasonably calculated to lead to the discovery of admissible  
20 evidence. Amazon.com will not produce documents in response to this request.

- 21 8. Documents created by Amazon, or that Amazon has received, sufficient to show (a)  
22 with respect to documents created or received by Amazon on or after January 1, 2003,  
23 financial projections and performance for the Amazon Book Project, including  
24 revenues, costs, and contributions to Amazon's earnings or losses of the Amazon  
25 Book Project, (b) Your belief, if any, of benefits or possible benefits to authors,  
26 publishers, copyright owners and the public from the Amazon Book Project, and (c)  
27 Your belief, if any, of harms or possible harms to authors, publishers, copyright  
owners and the public from the Amazon Book Project.

RESPONSE: Amazon.com objects that Request No. 8 seeks information and documents  
that are highly confidential and proprietary to Amazon.com, and the request is overly broad,  
unduly burdensome and not reasonably calculated to lead to the discovery of admissible

1 evidence. Amazon.com further objects that the request is ambiguous in that it calls for “beliefs”  
2 of Amazon or others. Amazon.com objects that Request No. 8 potentially calls for information  
3 that is protected from disclosure by the attorney-client privilege and/or the work product  
4 doctrine. Without waiver of objections, Amazon.com responds that it addressed the results of  
5 the Search Inside!<sup>TM</sup> feature in a press release dated October 30, 2003 and available at  
6 <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-newsArticle&ID=465155&highlight>.  
7 Amazon.com will not produce other documents in response to this request.

8  
9 9. All documents concerning the effect the Amazon Book Project has had or is expected  
to have on book sales.

10 RESPONSE: See response and objections to Request No. 8. Amazon.com objects that  
11 Request No. 9 seeks information that is highly confidential and proprietary to Amazon.com, and  
12 the request is overly broad, unduly burdensome and not reasonably calculated to lead to the  
13 discovery of admissible evidence. Amazon.com will not produce other documents in response to  
14 this request.

15  
16 10. Documents sufficient to show the data maintained by Amazon with respect to the sale  
of individual books.

17 RESPONSE: Amazon.com objects that Request No. 11 is overly broad, unduly  
18 burdensome and not reasonably calculated to lead to the discovery of admissible evidence. By  
19 way of example, the request potentially calls for Amazon.com to produce all or major portions of  
20 its sales, inventory and accounting records for all books sold on Amazon.com’s websites for  
21 some unspecified period of time, which potentially encompasses millions of books. The request  
22 also seeks confidential and proprietary information of Amazon.com about its sales of individual  
23 books. Amazon.com will not produce documents in response to this request.



1 11. A list showing each public library, research library, university library, and other  
2 library with whom you have entered into contractual discussions to have their library  
contents included in the Amazon Book Project.

3 RESPONSE: Amazon.com objects that Request No. 11 is vague and ambiguous.

4 Without waiver of objections, Amazon.com responds that no libraries have participated in the  
5 Search Inside!™ or Look Inside the Book™ programs, and so Amazon.com is not aware of any  
6 documents that would be responsive to this request.

7  
8 12. With respect to each library identified in response to Request No. 11, all contracts  
executed between Amazon and each library.

9 RESPONSE: See response to Request No. 11.

10  
11 13. Documents sufficient to show your reasons for creating, developing, and maintaining  
the Amazon Book Project.

12 RESPONSE: Amazon.com objects that Request No. 13 seeks information and  
13 information that is highly confidential and proprietary to Amazon.com, and the request is overly  
14 broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible  
15 evidence. Amazon.com further objects that the request is vague and ambiguous. Amazon.com  
16 will not produce documents in response to this request.

17  
18 14. All documents (including without limitation communications between Amazon and  
19 each of the entities, including their legal counsel, identified in Schedule C)  
20 concerning the Lawsuits or allegations against Google of copyright infringement in  
connection with the Google Book Search Library Project.

21 RESPONSE: Amazon.com objects to Request No. 14 on the ground that it potentially  
22 calls for information protected by the attorney-client privilege and/or the work product doctrine.  
23 Without waiver of objections, Amazon.com responds that the few communications of which it is  
24 aware consists of correspondence with certain of the plaintiffs in the above-entitled actions  
25 concerning requests for Amazon.com's consent to produce selected documents in the lawsuits.

1 15. All public statements you have made regarding the Amazon Book Project.

2 RESPONSE: Amazon.com objects that Request No. 15 is overly broad, unduly  
3 burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.  
4 Without waiver of objections, Amazon.com responds that press releases issued by the company,  
5 including those concerning the Search Inside!™ and Look Inside the Book™ features are  
6 available on the Amazon.com website at [http://phx.corporate-ir.net/phoenix.zhtml?p=irol-](http://phx.corporate-ir.net/phoenix.zhtml?p=irol-mediaHome&c=176060)  
7 [mediaHome&c=176060](http://phx.corporate-ir.net/phoenix.zhtml?p=irol-mediaHome&c=176060). See response to Request No. 1, above. Amazon.com will not produce  
8 other documents in response to this request.

9 Dated this 20th day of October, 2006.

10 STOKES LAWRENCE, P.S.

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12  
13 By  \_\_\_\_\_

James C. Grant (WSBA #14358)

14 Attorneys for Amazon.com, Inc.  
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