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December 21, 2009

BY E-FILE AND HAND DELIVERY PUBLIC VERSION DECEMBER 29, 2009

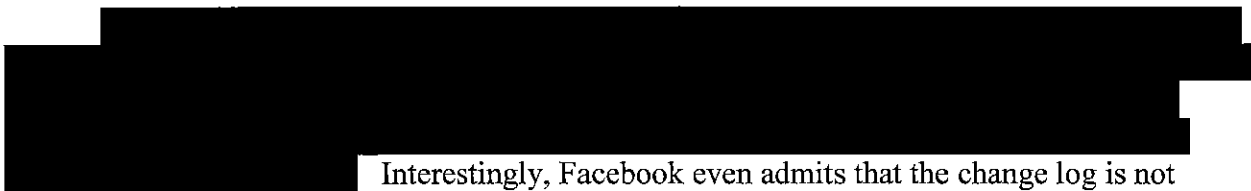
The Honorable Leonard P. Stark
U.S. District Court for the District of Delaware
U.S. Courthouse
844 N. King Street
Wilmington, DE 19801-3556

Re: Leader Technologies, Inc. v. Facebook, Inc., C. A. No. 08-862-JJF(LPS)

Dear Judge Stark:

Pursuant to Your Honor's December 3, 2009 Order, Plaintiff Leader Technologies, Inc. ("Leader") submits this opening letter to the Court, requesting that the Court compel Defendant Facebook, Inc. ("Facebook") to produce its change log document under a non-source code designation as required under the Court's Protective Order. (D.I. 35).

Since February 20, 2009, Leader has requested that Facebook provide the historical changes to the Facebook Website. *See* Leader's Interrogatory No. 2 (Ex. A hereto). Leader requires this information to determine when changes to the Facebook Website were made. Facebook has maintained that producing such information would be an "enormous and undue burden." *See* Facebook's Response to Leader's Interrogatory No. 2 (Ex. B hereto). On November 13, 2009, Facebook agreed to disclose this information in the form of a change log.¹ *See* Ex. C hereto. Facebook, however, required that its change log be given the same protections set forth in the Protective Order for "Source Code." Under this provision, Facebook only allows the change log to be viewed on a stand alone computer at their office. Given that the change log is hundreds of pages of technical information, reviewing the document is extremely time consuming. A complete review in the manner proscribed by Facebook would require numerous visits from Leader's attorneys and expert witness.

 Interestingly, Facebook even admits that the change log is not

¹ Curiously, in contrast to Facebook's assertions of "enormous and undue burden," the change log is in the form of a computer auto-generated text file.

The Honorable Leonard P. Stark
December 21, 2009
Page 2

source code. (Ex. D hereto). Nevertheless, it demands that all of the protection procedures reserved for source code must be followed every time Leader would like to view this voluminous document.

Facebook's rationale behind these restrictions is unclear. Facebook has stated that [REDACTED]

[REDACTED]² See Ex. D hereto. However nothing in the Protective Order supports Facebook's interpretation. Paragraph 8 of the Protective Order states:

"PROTECTION OF SOURCE CODE- Documents or other things that contain a party's or non-party's source code, or the substance thereof, shall be designated HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY - SOURCE CODE." (D.I. 35).

Examining each protection procedure described under paragraph 8 demonstrates the portion which refers to the "substance thereof" can only refer to executable code, not anything "revealing the substance of source code" as proposed by Facebook. Therefore, only source code and executable code can apply to this designation. Executable code and source code are similar in that they are not written in normal English like the change log document. Source code is written in a high level programming language which is then compiled into machine language instructions the computer can execute. See Ex. E hereto: definition of source code. Executable code is the result of source code that has been compiled or translated into machine language. See Ex. F hereto: definitions of executable and executable program. In order for a party to obtain discovery without undue burden or delay, it is understandable that the Protective Order limits its most restrictive procedures to source code and executable code. In contrast, Facebook's attempt to have paragraph 8 apply to anything "revealing the substance of source code" is troubling.

Facebook has attempted to justify its artificial restrictions based on its argument that the change log document is a "highly sensitive document." See Ex. C. Yet merely being a "highly sensitive document" does not justify the tremendous protections reserved only for source code. Likewise, Facebook is unable to explain why the Protective Order's HIGHLY CONFIDENTIAL- ATTORNEYS' EYES ONLY designation does not offer enough protection for its change log. Accordingly, Facebook should be required to produce the change log as specified under the Protective Order.

Respectfully,

/s/ Philip A. Rovner

Philip A. Rovner (#3215)
provner@potteranderson.com

PAR /mes/947099

cc: Steven L. Caponi, Esq. – By E-File and E-mail
Heidi L. Keefe, Esq. – By –E-mail
Paul J. Andre, Esq. – By E-mail

² Moreover, Facebook has never defined what "substance of the source code" actually means and how the change log can reveal more sensitive information than its previous technical document production made available to Leader under the same Protective Order.

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

LEADER TECHNOLOGIES, INC., a Delaware corporation,)	
)	
Plaintiff,)	C.A. No. 08-862-JJF
)	
v.)	
)	
FACEBOOK, INC., a Delaware corporation,)	
)	
Defendant.)	

**PLAINTIFF LEADER TECHNOLOGIES, INC.'S FIRST SET OF
INTERROGATORIES TO DEFENDANT FACEBOOK, INC. (NOS. 1-13)**

PLEASE TAKE NOTICE THAT, pursuant to Fed. R. Civ. P. 33 and Local Rule 5.4, Plaintiff Leader Technologies, Inc. ("Leader") hereby requests that Defendant Facebook, Inc. ("Facebook") answer the following interrogatories in writing and under oath, in accordance with the following Definitions and Instructions within thirty (30) days after the service of these interrogatories. These interrogatories request all information and items within the knowledge of Facebook, its agents, representatives, persons acting on its behalf and attorneys.

These interrogatories are continuing in nature and Facebook shall promptly serve upon Leader supplemental answers in accordance with Federal Rule of Civil Procedure 26(e) and the Local Rules of the District of Delaware as Facebook acquires additional knowledge or information responsive to these interrogatories.

DEFINITIONS

1. The terms "Plaintiff" and "Leader" shall mean Plaintiff Leader Technologies, Inc., its present and former directors, officers, employees, parent organization(s), subsidiary organization(s), predecessors in interest, successors in interest, divisions, servants, agents,

attorneys, consultants, partners, associates, investigators, representatives, accountants, financial advisors, distributors and any other person acting on its behalf, pursuant to its authority or subject to its control.

2. The terms "you," "your," "Facebook," and "Defendant" shall mean Defendant Facebook, Inc. ("Facebook"), its present and former directors, officers, employees, parent organization(s), subsidiary organization(s) including ConnectU, Inc., predecessors in interest, successors in interest, divisions, servants, agents, attorneys, consultants, partners, associates, investigators, representatives, accountants, financial advisors, distributors and any other person acting on its behalf, pursuant to its authority or subject to its control.

3. The term "Facebook Website" shall mean the Facebook services and network currently located at www.facebook.com and formerly located at www.thefacebook.com (including any directly associated current or former domains), and all functionalities, components, programs, and modules (both software and hardware) currently or formerly built, used, or made available by Facebook. "Facebook Website" includes, but is not limited to, all components and information necessary to currently or formerly build, use, and make available Facebook Marketplace, Facebook Flyers, Facebook Platform, Facebook Platform Applications (including, but not limited to Facebook Video, Facebook Notes, Facebook Mobile, Facebook Posted Items, Facebook Photos, Facebook Events, Facebook Gifts, Facebook Groups, Discussion Boards, Discography, Music Player, Translations, Wall, Reviews, Facebook Exporter for iPhoto and Facebook Toolbar for Firefox), Facebook Mobile Services, Facebook Connect, Facebook Pages, Share Service, Share Link, Facebook Ads, Facebook Beacon, Social Ads, and any other tools which facilitate Site Content or User Content. For purposes of clarification and not limitation, these terms shall have at least the same meaning as used in Facebook's Privacy Policy

located at www.facebook.com/policy.php (effective as of November 26, 2008), Terms of Use located at www.facebook.com/terms.php (revised on September 23, 2008), and Product Overview FAQ located at www.facebook.com/press/faq.php (accessed on December 17, 2008).

4. The terms “person(s)” and “entit(y, ies)” shall mean, without limitation, any natural person, or association, firm, partnership, corporation or any other form of legal entity, unless the context indicates otherwise.

5. The term “third party” means any person or entity other than Leader or Facebook.

6. The term “Action” refers to Civil Action No. 08-862 filed in the United States District Court for the District of Delaware on November 19, 2008 styled Leader Technologies, Inc. v. Facebook, Inc.

7. The term “Leader Complaint” refers to the Complaint filed by Leader in the Action. (D.I. 1)

8. The term “Facebook Amended Answer” shall mean Facebook’s First Amended Answer to Complaint for Patent Infringement; Affirmative Defenses; and Counterclaims filed by Facebook in the Action. (D.I. 12)

9. The terms “‘761 Patent” and “Patent-in-Suit” shall mean United States Patent No. 7,139,761 entitled “Dynamic Association of Electronically Stored Information with Iterative Workflow Changes,” the application leading to this patent and any related patent application, including any WIPO, EPO or other foreign counterpart application or patents, any continuations, continuations in part, divisionals, reissues, reexaminations, extensions or parents thereof.

10. The term “document” shall mean all “writings” and “recordings” as those terms are defined in Fed. R. Civ. P. 34(a) and Fed. R. Evid. 1001 as well as any writing or recording of any type, whether written, printed, transcribed, recorded (mechanically or electronically) or

reproduced by hand, including, but not limited to, all letters, correspondence, facsimiles, e-mail, telegrams, transcriptions and records of telephone conversations, memoranda, notes, records, reports, statements, minutes, communications, slide presentations, microfilm, microfiche, tape recordings, videotapes, photographs, studies, policy manuals and statements, books, plans, analyses, computer records, runs, programs, software and any code(s) necessary to comprehend the same, test results, notebooks, diaries, agreements, contracts, purchase orders, invoices, advertisements, marketing materials, offer letters, beta site testing agreements, third party or joint development agreements, bills, statements and any other written, printed, typed, recorded or graphic matter, however produced or recorded, including copies and drafts of same, and any handwritten or typewritten notes of any kind thereon or attached thereto. The term "document" shall also include all technical documents, source code, specifications, schematics, flow charts, artwork, drawing, pictures, pictorial representations, formulas, troubleshooting guides, service bulletins, technical bulletins, production specification sheets, white papers, operator manuals, operation manuals, instruction manuals and all other documents sufficient to show the operation of any aspects or elements of your products which includes all past and present releases, revisions, versions and upgrades.

11. The term "communication" shall mean every manner or method of disclosure, transfer or exchange of information, whether orally or by document, and whether face to face, by telephone, mail, e-mail, facsimile, personal delivery or through another medium, including, but not limited to, discussions, conversations, negotiations, conferences, meetings, speeches, memoranda, letters, correspondence, notes, statements or questions.

12. As applied to a document, the word "identify" means to state the type of document, the names of the individuals to whom the document or a copy thereof was addressed

or sent, a summary of the subject matter of the document, the number of pages of the document, the present location of the document and the name and address of the custodian of the document.

13. As applied to a product, the word "identify" means to state the name of the product, a brief description of the product, the product number (if any) and any other means of identification.

14. As applied to an individual, the word "identify" means to state the individual's full name, present or last known address and telephone number, present or last known position and business affiliation, and present or last known business or residence address.

15. As applied to an event, the word "identify" means to provide the date of the event, a description of the event, the location of the event and the individual or organizational entities participating in the event.

16. The terms "concerning" and "concern" mean constituting, relating to, mentioning, discussing, evidencing, involving, depicting, describing, listing, consisting of, forming the basis of, commenting on, supporting, analyzing, forwarding, demonstrating, referring to, connected with, relying upon or in any way related to the indicated person, entity, event, document or product.

17. The terms "relating to," "relate to," "refer to" and "referring to" mean referring to, alluding to, responding to, concerning, connected with, commenting on, in respect of, about, regarding, discussing, showing, identifying, describing, mentioning, reflecting, analyzing, comprising, constituting, evidencing, supporting, refuting, contradicting, memorializing, pertaining to, bearing upon or illuminating the subject matter into which inquiry is made.

18. The words "and" and "or" shall be construed conjunctively or disjunctively in a manner making the request inclusive rather than exclusive.

19. The singular of any word or phrase shall include the plural of such word or phrase, and the plural of any word or phrase shall include the singular of such word or phrase.

20. The term "all" shall mean "any and all" and the term "any" shall mean "any and all."

INSTRUCTIONS

A. In answering the following interrogatories, furnish all information available to Defendant, including information in the possession of its subsidiaries, officers, directors, attorneys, agents, employees, associates, and investigators; not merely information of the personal knowledge of the person answering these interrogatories.

B. If you cannot answer the following interrogatories fully and completely, after exercising due diligence to secure the information to do so, please so state and answer each such interrogatory to the fullest extent possible and specify the portion of each interrogatory that you claim to be unable to answer fully and completely. Please state the facts upon which you rely to support your contention that you are unable to answer the interrogatory fully and completely and state what knowledge, information or belief you have concerning the unanswered portion of each such interrogatory. These interrogatories shall be continuous in nature, and pursuant to Fed. R. Civ. P 26(e) and the Local Rules of the District of Delaware, you are under the continuing obligation to promptly serve supplemental and/or amended responses to the interrogatories.

C. If you contend that any information requested is privileged or otherwise excludable from discovery, you are requested to describe any such information in sufficient detail for identification purposes and to state the basis for the asserted privilege or grounds for exclusion. If you contend that any responsive document is privileged, in whole or in part, or otherwise excludable from discovery, set forth the following information: (1) the author(s) of the

document, (2) a statement of the grounds upon which the claim of privilege is based, (3) the location of the document requested, (4) each person to whom the document was addressed, (5) each person who received copies of the document or were otherwise advised of its contents, and (6) a general description of the subject matter of the document.

D. If a document, including source code, once existed and has subsequently been lost, destroyed or is otherwise missing, please identify the document and state the details concerning the loss or destruction of such document.

E. Objection will be made at the time of any trial or hearing to any attempt to introduce evidence which is directly sought by these interrogatories and to which no disclosure has been made.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify each component, module, and functionality incorporated in the Facebook Website, the date the component, module, and functionality was created, the date the component, module, and functionality was incorporated in the Facebook Website, the person or persons responsible for creating, developing, designing, programming and/or coding, in whole or in part, the component, module, and functionality and the factual details of the creation, development, design, programming and/or coding of the component, module, and functionality.

INTERROGATORY NO. 2:

For each component, module, and functionality identified in your response to Interrogatory No. 1, identify and describe in detail any launch or relaunch of any new or updated version of the identified component, module, and functionality including, but not limited to, the date the launch or relaunch of the new or updated version of the identified component, module,

and functionality was incorporated in the Facebook Website, the reason for the launch or relaunch of the new or updated version of the identified component, module, and functionality, the person or persons involved in the decision to launch or relaunch the new or updated version of the identified component, module, and functionality, the person or persons responsible for creating, developing, designing, programming and/or coding, in whole or in part, the new or updated version of the identified component, module, and functionality and the factual details of the creation, development, design, programming and/or coding of the new or updated version of the identified component, module, and functionality.

INTERROGATORY NO. 3:

Describe in detail the complete factual basis for the First Affirmative Defense pled in the Facebook Amended Answer that "Facebook is not infringing and has not infringed any claim of the '761 Patent, either literally or under the doctrine of equivalents" and identify the persons most knowledgeable about, and all documents and things relating to, such defense.

INTERROGATORY NO. 4:

Describe in detail the complete factual basis for the Second Affirmative Defense pled in the Facebook Amended Answer that "each claim of the '761 patent is invalid for failure to meet one or more of the contentions of patentability specified in 35 U.S.C. §§ 101-103 and/or 112" and identify the persons most knowledgeable about, and all documents and things relating to, such defense.

INTERROGATORY NO. 5:

Describe in detail the complete factual basis for the Fourth Affirmative Defense pled in the Facebook Amended Answer that "LTI's claims are barred by the doctrine of laches" and

identify the persons most knowledgeable about, and all documents and things relating to, such defense.

INTERROGATORY NO. 6:

Describe in detail the complete factual basis for the Sixth Affirmative Defense pled in the Facebook Amended Answer that "prosecution history estoppel and/or prosecution disclaimer precludes any finding of infringement" and identify the persons most knowledgeable about, and all documents and things relating to, such defense.

INTERROGATORY NO. 7:

Describe in detail the complete factual basis for the Seventh Affirmative Defense pled in the Facebook Amended Answer that "pre-lawsuit claims for damages are barred, in whole or in part, for failure to comply with 35 U.S.C. § 287" and identify the persons most knowledgeable about, and all documents and things relating to, such defense.

INTERROGATORY NO. 8:

Describe in detail the complete factual basis for Facebook's contention that this is an exceptional case under 35 U.S.C. § 285.

INTERROGATORY NO. 9:

Describe in detail, including but not limited to identification of any and all supporting documents, the factual circumstances surrounding your first becoming aware of the Patent-in-Suit or the application that resulted in the Patent-in-Suit, what actions you took upon becoming aware of the Patent-in-Suit or application, the identity of all persons with knowledge of such facts and circumstances, and identify all documents relating to such facts and circumstances.

INTERROGATORY NO. 10:

Describe in detail each type of product, activity, event or occurrence that generates revenue for Facebook, including but not limited to information relating to the first instances where such product, activity, event or occurrence generated revenue for Facebook.

INTERROGATORY NO. 11:

On a monthly, quarterly, annual or other periodic basis, identify the gross and net revenues and gross and net profits generated by Facebook and identify the costs and expenses incurred by Facebook in generating such revenues and profits.

INTERROGATORY NO. 12:

Identify all licenses between Facebook and any third party relating to any patents, proprietary technology or know-how owned by Facebook and identify revenue generated as a result of each license identified.

INTERROGATORY NO. 13:

Identify all licenses between Facebook and any third party relating to any patents, proprietary technology or know-how owned by the third party and incorporated into the Facebook Website or otherwise used by Facebook and identify all payments made by Facebook pursuant to such licenses.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

Paul J. André
King & Spalding, LLC
333 Twin Dolphin Drive
Suite 400
Redwood City, California 94065-6109
(650) 590-7100

Dated: February 20, 2009
904145

By: Philip A. Rovner / *mea*
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*Attorneys for Plaintiff
Leader Technologies, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, Philip A. Rovner, hereby certify that on February 20, 2009, true and correct copies of the within document were served on the following counsel of record, at the addresses and in the manner indicated:

BY HAND DELIVERY AND E-MAIL

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EXHIBIT B

**THIS DOCUMENT HAS BEEN
REDACTED IN ITS ENTIRETY**

EXHIBIT C

Lee, Michael

From: Hannah, James

Sent: Tuesday, November 17, 2009 1:18 PM

To: Lee, Michael

Subject: LTI, Leader Technologies, Inc. v. Facebook, Inc.: Changes to Source Code

From: Norberg, Jeffrey [mailto:jnorberg@cooley.com]

Sent: Friday, November 13, 2009 11:47 AM

To: Hannah, James; 'provner@potteranderson.com'; Kobiaka, Lisa; Andre, Paul

Cc: Keefe, Heidi; 'Caponi, Steven L.'; Weinstein, Mark; Keyes, Melissa

Subject: Leader Technologies, Inc. v. Facebook, Inc.: Changes to Source Code

Counsel,

Please take notice that Facebook has collected and is making available for LTI's review information sufficient to show historical changes to the Facebook source code. Pursuant to the terms of the Stipulated Protective Order, this information can be reviewed in our office upon reasonable notice.

Sincerely,

Jeffrey T. Norberg

Cooley Godward Kronish LLP • Five Palo Alto Square

3000 El Camino Real • Palo Alto, CA 94306-2155

Direct: 650-843-5889 • Fax: (650) 857-0663 • Cell: (415) 359-5656

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EXHIBIT D

Leg. Michael

From: Hannah, James

Sent: Friday, November 20, 2009 12:12 AM

To: Leader

Subject: RE: Leader v. Facebook - Meet and Confer Summary

Re: RE: Leader v. Facebook - Summary of Meet and Confer

From: Norberg, Jeffrey [mailto:jnorberg@cooley.com]

Sent: Friday, November 20, 2009 8:19 AM

To: Hannah, James

Cc: Keefe, Heidi; Weinstein, Mark; Keyes, Melissa; 'Philip Rovner'; 'Steven Caponi'; Kobiakka, Lisa

Subject: RE: Leader v. Facebook - Meet and Confer Summary

James,

Correction with regard to the change log document, which contrary to your claim has already been produced by Facebook on the stand alone computer. I did not say that Facebook's position is that the document itself is considered source code. I said that the document falls under paragraph 8 of the Stipulated Protective Order, which discusses the procedure for the production of "documents or other things that contain a party's or non-party's source code, or the substance thereof." (Emphasis added). As I stated during our call, the change log in question contains a narrative description of changes to the source code, therefore revealing the substance of the source code. It is a highly sensitive document and we therefore are not willing to waive the restrictions of the Stipulated Protective Order, to which LTI agreed long ago.

Sincerely,

Jeff

From: Hannah, James [mailto:jhannah@KSLAW.com]

Sent: Thursday, November 19, 2009 3:36 PM

To: Norberg, Jeffrey

Cc: Keefe, Heidi; Weinstein, Mark; Keyes, Melissa; 'Philip Rovner'; 'Steven Caponi'; Kobiakka, Lisa

Subject: Leader v. Facebook - Meet and Confer Summary

Jeff,

I write to summarize our meet and confer this afternoon.

As you know, Leader requested reproduction of certain technical documents because the right hand margin had been cut-off. Because the right-hand margin had been cut-off, at least part of the name of the author was also cut-off, among other information. During the meet and confer, Facebook represented that the only information that was cut-off from the technical documents was the name of the author and the full path of the html address for the documents. Furthermore, Facebook represented it would be very difficult to re-produce the technical documents with the full names of the authors. Because of the apparent difficulty in re-producing the technical documents with the full names of the authors, as a compromise, we suggested that Facebook provide a list of the authors of the technical documents with their full names. We stated that we should be able to discern which author corresponded to which technical document based on this list, and that Facebook would not be required to match each author with each technical document. If any questions arose about the appropriate author of the technical document, we stated that we would call you to verify the author's name. You said you would consider the proposal and get back to us.

12/21/2009