

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

COX COMMUNICATIONS, INC.
Petitioner

v.

AT&T INTELLECTUAL PROPERTY I, L.P. AND
AT&T INTELLECTUAL PROPERTY II, L.P.
Patent Owners

Case IPR2015-01187 (Patent 6,993,353 B2) ¹
Case IPR2015-01227 (Patent 7,907,714 B2)
Case IPR2015-01273 (Patent 6,487,200 B1)
Case IPR2015-01536 (Patent 8,855,147 B2)

PATENT OWNER'S PROPOSED DISCOVERY REQUEST

¹ The Board authorized the use of this caption style in its January 7, 2016 Order.

Identical papers are filed in each respective case.

Patent Owners AT&T Intellectual Property I, L.P. and AT&T Intellectual Property II, L.P. ("AT&T" or "Patent Owners") request that Petitioner Cox Communications, Inc. ("Petitioner") respond and produce the following documents and things.

INSTRUCTIONS

1. In responding to and producing documents and things responsive to this request, the responding party shall comply with the instructions in the Patent Trial Practice Guide.
2. A responding party shall timely amend its response upon learning that its response is incomplete or if additional responsive information is found.
3. All responsive documents must be produced as they are kept in the usual course of business.

DEFINITIONS

1. The term "document" has the broadest meaning prescribed in Federal Rule of Civil Procedure 34, including ESI in the responding party's possession, custody, or control.
2. The term "Arris" means Arris Group, Inc. and includes any employees, agents, counsel, representatives, or others authorized to act on Arris' behalf.

3. The term “Cisco” means Cisco Systems, Inc. and includes any employees, agents, counsel, representatives, or others authorized to act on Cisco’s behalf.

4. The term “Broadsoft” means Broadsoft, Inc., and includes any employees, agents, counsels, representatives, or others authorized to act on Broadsoft’s behalf.

5. The term “Counsel for Petitioner” includes at least Proskauer Rose LLP, Steven Bauer, Joseph Capraro, Scott Bertulli, and Gerald Worth.

6. The term “Delaware Litigation” means the lawsuit entitled *AT&T Intellectual Property I, L.P. and AT&T Intellectual Property II, L.P. v. Cox Communications, Inc. et al.*, Civil Action no. 14-1106-GMS, filed on August 28, 2014 by AT&T Intellectual Property I, L.P. and AT&T Intellectual Property II, L.P. in the United States District Court for the District of Delaware.

5. The term “Cox” or “Cox Entities” means Petitioner CCI, CoxCom, LLC, Cox Arkansas Telcom, LLC, Cox Communications Arizona, LLC, Cox Arizona Telcom, LLC, Cox California Telcom, LLC, Cox Communications California, LLC, Cox Colorado Telcom, LLC, Cox Connecticut Telcom, LLC, Cox District of Columbia Telcom, LP, Cox Florida Telcom, LP, Cox Communications Georgia, LLC, Cox Georgia Telcom, LLC, Cox Iowa Telcom, LLC, Cox Idaho Telcom, LLC, Cox Communications Kansas, LLC, Cox Kansas Telcom, LLC, Cox

Communications Gulf Coast, LLC, Cox Communications Louisiana, LLC, Cox Louisiana Telcom, LLC, Cox Maryland Telcom, LLC, Cox Missouri Telcom, LLC, Cox Nebraska Telcom, LLC, Cox Communications Omaha, LLC, Cox Communications Las Vegas, Inc., Cox Nevada Telcom, LLC, Cox North Carolina Telcom, LLC, Cox Ohio Telcom, LLC, Cox Oklahoma Telcom, LLC, Cox Rhode Island Telcom, LLC, Cox Communications Hampton Roads, LLC, and Cox Virginia Telcom, LLC, and includes any employees, agents, counsel, representatives, or others authorized to act on behalf of those entities.

6. The term “Petitions” means the Petition for *Inter Partes* Review of USPN 6,993,353 filed May 11, 2015, the Petition for Inter Partes Review of USPN 7,907,714 filed May 19, 2015, the Petition for Inter Partes Review of USPN 6,487,200 filed May 27, 2015, and the Petition for Inter Partes Review of USPN 8,855,147 filed July 2, 2015.

7. The term “IPRs” means IPR2015-01187, IPR2015-01227, IPR2015-01273, and IPR2015-01536.

DISCOVERY REQUESTS

Request No. 1

Identify and produce the agreement(s) between Arris and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC under which indemnification was requested for any of the claims brought against the Cox Entities in the Delaware Litigation, including the agreement under which indemnification was requested as described in Ex. 2027 at page 40.

Request No. 2

Identify and produce communications between Arris and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC in which, for any of the claims brought against the Cox Entities in the Delaware Litigation: (1) an infringement claim was noticed; (2) indemnification was requested or acknowledged; (3) a defense under an indemnity agreement was tendered, accepted, deferred or denied; or (4) direction or approval was provided or received.

Request No. 3

Identify and produce the agreement(s) between Cisco and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC under which indemnification was requested for any of the claims brought against the Cox Entities in the Delaware Litigation.

Request No. 4

Identify and produce communications between Cisco and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC in which, for any of the claims brought against the Cox Entities in the Delaware Litigation: (1) an infringement claim was noticed; (2) indemnification was requested or acknowledged; (3) a defense under an indemnity agreement was tendered, accepted, deferred or denied; or (4) direction or approval was provided or received.

Request No. 5

Identify and produce the agreement(s) between Broadsoft and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC under which indemnification was requested for any of the claims brought against the Cox Entities in the Delaware Litigation.

Request No. 6

Identify and produce communications between Broadsoft and Petitioner, CoxCom, LLC or other Cox Entities controlled by Petitioner or CoxCom, LLC in which, for any of the claims brought against the Cox Entities in the Delaware Litigation: (1) an infringement claim was noticed; (2) indemnification was requested or acknowledged; (3) a defense under an indemnity agreement was

tendered, accepted, deferred or denied; or (4) direction or approval was provided or received.

Request No. 7

Identify and produce engagement letters or retention agreements between Counsel for Petitioner and Petitioner, CoxCom, LLC, or other Cox Entities controlled by Petitioner or CoxCom, LLC covering services for preparing any of the Petitions or for services rendered in any of the IPRs.

Request No. 8

Identify and produce documents sufficient to identify any and all entities to which Counsel for Petitioner in the IPRs has directed its invoices for preparing any of the Petitions and for services rendered in any of the IPRs (e.g., which entities are named or referenced in the actual invoices sent by Counsel for Petitioner and received by any of the entities), and the dates on and for which invoices were directed to those entities.

Request No. 9

Identify the individuals and their titles at Petitioner (if applicable), CoxCom, LLC (if applicable), other Cox Entities controlled by Petitioner or CoxCom, LLC (if applicable), Arris (if applicable), Cisco (if applicable), and Broadsoft (if applicable) who provided direction to Counsel for Petitioner in the IPRs, including

review or approval of any of the Petitions or any of the papers filed by Counsel for Petitioner in the IPRs.

Request No. 10

Identify and produce documents sufficient to identify any and all entities that have sent payment to Counsel for Petitioner in the IPRs for preparing any of the Petitions or for services rendered in any of the IPRs (e.g., which entities are named on the actual check or money transfer received by Counsel for Petitioner), and the dates on which payments were made by the entities.

Request No. 11

Identify and produce agreements or communications between or involving Petitioner, CoxCom, LLC, other Cox Entities controlled by Petitioner or CoxCom, LLC, Arris, Cisco, or Broadsoft regarding allocation of payment, payment, or reimbursement for payment, of Counsel for Petitioner's invoices in any of the IPRs for preparing any of the Petitions or for fees, costs, and services rendered in any of the IPRs.

Request No. 12

Employment agreements between Stephanie Allen-Wang and any of the Cox Entities, and agreements establishing Stephanie Allen-Wang's authority to act on behalf of any of the Cox Entities.