

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

RAPID COMPLETIONS LLC,

Plaintiff,

v.

**BAKER HUGHES INCORPORATED, et
al.**

Defendants.

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Civil Action No. 6:15-cv-724-RWS-KNM

JURY TRIAL DEMANDED

NOTICE OF SUBPOENA TO HALLIBURTON ENERGY SERVICES INC.

In accordance with Federal Rule of Civil Procedure 45, Defendants Baker Hughes Incorporated, Baker Hughes Oilfield Operations, Inc., and Peak Completion Technologies, Inc. are serving the attached subpoena for the production of documents on Halliburton Energy Services Inc. ("Halliburton"). Halliburton is to complete the production of documents by Monday, May 11, 2015, at the offices of McKool Smith, P.C., 600 Travis Street, Suite 7000, Houston, TX 77002, or at some other time and place the parties agree upon.

Dated: March 11, 2016.

<p><u>/s/ Eric C. Green</u> Steven J. Pollinger Texas State Bar No. 24011919 spollinger@mckoolsmith.com Eric C. Green Texas State Bar No. 24069824 egreen@mckoolsmith.com Todd M. Bellaire Texas State Bar No. 24069360 tbellaire@mckoolsmith.com Leah B. Buratti Texas State Bar No. 24064897 lburatti@McKoolSmith.com MCKOOL SMITH, P.C. 300 W. 6th Street, Suite 1700 Austin, Texas 78701 Telephone: (512) 692-8700 Facsimile: (512) 692-8744</p> <p>Sam Baxter Texas State Bar No. 01938000 sbaxter@mckoolsmith.com MCKOOL SMITH, P.C. 104 E. Houston Street, Suite 300 P.O. Box O Marshall, Texas 75670 Telephone: (903) 923-9000 Facsimile: (903) 923-9099</p> <p>William L. LaFuze Texas State Bar No. 11792500 wlaфуze@mckoolsmith.com MCKOOL SMITH, P.C. 600 Travis Street, Suite 7000 Houston, Texas 77002 Telephone: (713) 485-7300 Facsimile: (713) 485-7344</p> <p>ATTORNEYS FOR DEFENDANTS BAKER HUGHES INCORPORATED AND BAKER HUGHES OILFIELD OPERATIONS, INC.</p>	<p><u>/s/ Robert M. Bowick</u> John Wesley Raley Texas State Bar No. 16488400 Email: jraley@raleybowick.com Robert M. Bowick Texas State Bar No. 24029932 Email: rbowick@raleybowick.com Bradford T. Laney Texas State Bar No. 24070102 Email: blaney@raleybowick.com Raley & Bowick, LLP 1800 Augusta Dr., Suite 300 Houston, Texas 77057 Telephone: (713) 429-8050 Facsimile: (713) 429-8045</p> <p>Timothy W. Johnson (lead attorney) Texas State Bar No. 24002366 Email: tim.johnson@peakcompletions.com Peak Completion Technologies, Inc. 700 Louisiana St., Suite 4900 Houston, Texas 77002 Tel: (713) 223-5751 Fax: (832) 383-3723</p> <p>ANDY TINDEL State Bar No. 20054500 MT² Law Group Mann Tindel Thompson 112 East Line Street, Suite 304 Tyler, Texas 75702 Telephone: (903) 596-0900 Facsimile: (903) 596-0909 Email: atindel@andytindel.com</p> <p>ATTORNEYS FOR DEFENDANT PEAK COMPLETION TECHNOLOGIES, INC.</p>
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served on all counsel of record via email on March 11, 2016.

/s/ Eric C. Green

Eric C. Green

UNITED STATES DISTRICT COURT

for the
Eastern District of Texas

Rapid Completions LLC

Plaintiff

v.

Baker Hughes Incorporated, et al.

Defendant

Civil Action No. 6:15-cv-724-RWS-KNM

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Halliburton Energy Services Incorporated, 3000 N. Sam Houston Pkwy E., Houston, TX 77032

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See Exhibit A

Place: McKool Smith, P.C.
600 Travis Street, Suite 7000
Houston, TX 77002

Date and Time:

04/11/2016 9:00 am

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/11/2016

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Eric Green

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Baker Hughes and Peak Completions, who issues or requests this subpoena, are:
Eric Green, 300 West 6th St., Ste. 1700, Austin, TX 78701, egreen@mckoolsmith.com, 512-692-8700 and Bobby Bowick, 1800 Augusta Dr., Ste. 300, Houston, TX 77057, rbowick@raleybowick.com, 713-429-8050

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 6:15-cv-724-RWS-KNM

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I **NOTE:**
on (date) **Formal Service has been WAIVED.**

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on (date) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

INSTRUCTIONS

1. Each document request in Exhibit A shall be answered pursuant to and in the manner prescribed by Rules 26, 34, and 45 of the Federal Rules of Civil Procedure.
2. All documents that respond, in whole or in part, to any portion of the requests below are to be produced in their entirety (without redactions, except for information claimed to be privileged or work product), including all attachments and enclosures.
3. For any document responsive to a request herein that exists in electronic form, You shall produce such documents in electronic form, including originals and all copies of electronic mail (“e-mail”); activity listings of electronic mail receipts and/or transmittals; voice-mail; audio or video recordings of any kind; computer programs (whether private, commercial, or a work-in-progress); programming notes or instructions; output resulting from the use of any software program, including word processing documents, spreadsheets, database files, charts, graphs, and outlines; operating systems; image files including JPG or JPEG, TIFF, PICT, and BMP; PDF files, batch files in any format, including ASCII, XML or CSV format; and all miscellaneous electronic files and/or file fragments, regardless of the media on which they are stored and regardless of whether the data resides in an active file, deleted file, or file fragments.
4. All documents electronically produced shall be provided in a file format that can be read by a computer configured to process ADOBE ACROBAT®, Microsoft Word®, or Microsoft Excel® formatted files, when possible. Should a document not be capable of being produced in one of the aforementioned file formats (or in a standard image format), You shall identify the software application, including the version number and trade-name, which can be utilized to

open such document(s). If any document produced in electronic form has already been printed by You in the ordinary course of business, a hard copy of such print-out shall also be produced.

5. If you claim that any information, document, or thing or part thereof requested herein is privileged or immune from discovery, produce that part falling within the scope of that which is not privileged or immune from discovery, and separately identify in a privileged document list all such information, documents, things, or parts thereof withheld from production and include at least the following:

- a. the date that the information, document, or thing was created;
- b. the sender(s) by position and entity with which they are employed or associated;
- c. the recipient(s), including copy recipient(s), by position and entity with which they are employed or associated;
- d. if the sender or recipient is an attorney or a foreign patent agent, he or she should be so identified. In the case of a foreign patent agent, there should be a statement of whether the laws of the agent's country grant privileged status to a patent agent's communication;
- e. the general subject matter of the documents;
- f. the portion(s) of the document as to which privilege is claimed (e.g., one sentence, one paragraph, entire document, etc.); and
- g. the type of privilege claimed, together with certification that all elements of the claimed privilege have been met and not waived with respect to each document.

6. You are not requested to provide privileged information or information for which you claim privilege, but only to identify such information, document, or thing in a privilege log.
7. Copies of documents that are not identical duplicates of the original documents because of markings, handwritten notations, or other differences should be considered separate documents. English translations or partial translations of foreign language documents should be considered separate documents.
8. Pursuant to Fed. R. Civ. P. 45(e)(1), documents must be produced as they are kept in the usual course of business.
9. If any of the categories of documents and things cannot be produced in full after exercising reasonable diligence to secure the documents and things requested, please so state, supply any documents and things that can be produced, and set forth the reasons why the responsive documents and things could not be secured and produced. If any responsive documents or things have been destroyed, identify these documents or things and describe in detail all facts relating to this destruction, including the date of destruction and the identity of any persons involved.
10. In order to bring within the scope of this document request any and all conceivably relevant facts which might otherwise be construed to be outside the scope:
 - a. The singular of each word shall be construed to include its plural and vice versa;
 - b. “And” as well as “or” shall be construed both conjunctively and disjunctively;
 - c. “Each” shall be construed to include “every” and vice versa;
 - d. “Any” shall be construed to include “all” and vice versa;

- e. The present tense shall be construed to include the past tense and vice versa;
- f. The masculine shall be construed to include the feminine and vice versa; and
- g. “Including” and “Include” shall not be construed to limit any instruction, definition, or document request in this Exhibit A and these words shall be interpreted to express including but not limited to.

DEFINITIONS

1. **“Acacia”** means Acacia Research Corporation, as well as all of its parent and subsidiary corporations (including but not limited to Rapid Completions, LLC), divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.
2. **“Baker Hughes”** means Baker Hughes Incorporated, as well as all of its parent and subsidiary corporations, divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.
3. **“Baker Hughes’ Products”** means Ball-Drop Products sold by Baker Hughes, including FracPoint, FracPoint EX, FracPoint EX-C, FracPoint Cemented MP Sleeves, FracPoint MP Sleeves, FracPoint MP Sleeves with DirectConnect Ports, EXPress frac sleeves, EX frac sleeves, DirectStim sleeves, REPacker, IN-Tallic Frac Balls, FracSur EX, FracPoint EX-C, and DirectStim.
4. **“Ball-Drop Products”** means products used during stimulation or fracturing of a Wellbore that includes ball actuated sliding sleeves.

5. **“Communication”** and **“Communications”** mean any contact, whether in person, in writing, oral, formal, informal, by telephone or any method whereby knowledge, facts, or information is imparted or transmitted from one person or entity to another or to a file.
6. **“Comparable Thomson MSAF Wells”** means all Wellbores where a similar device/assembly to the down-hole, multi-stage acid fracturing assembly disclosed in the Thomson Disclosure was employed. This phrase includes any assembly that allowed for zonal isolation using hydraulically set packers and ball actuated sliding sleeves. Ball actuated sliding sleeves include the MSAF tool described in the Thomson Disclosure or any other sliding sleeve that can be run into a Wellbore and actuated between closed and open positions by a ball to allow fluid communication with the Wellbore or annulus.
7. **“Dart-Drop Products”** means products used during stimulation or fracturing of a Wellbore that includes dart actuated sliding sleeves.
8. **“Document”** and **“Documents”** shall be construed in their broadest sense as set forth in the Federal Rules of Civil Procedure. These words mean all written, printed, typed, recorded, or graphic matter of every kind and description, both originals and copies, and all attachments and appendices, within your possession, custody, or control.
9. **“Echols Patent”** means U.S. Patent No. 5,375,662 and any related patents and patent applications.
10. **“Halliburton”** and **“You”** or **“Your”** mean Halliburton Energy Services Incorporated, as well as all of its parent and subsidiary corporations, divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.

11. **“Halliburton Pumped Wellbore”** means a Wellbore where Halliburton performed Multi-Zone Pumping.

12. **“Mark”** or **“Marking”** means notice to the public that one of Your products is patented (or includes patented technology) whether by You or another, including by fixing thereon the number of the patent, or by fixing thereon an address of a posting on the Internet that associates the patented article with the number of the patent, or by fixing to it, or to the package wherein one or more of them is contained, a label containing a like notice.

13. **“Multi-Zone Pumping”** means all pumping, stimulating, or fracturing services performed by applying hydraulic pressure from the surface down a Wellbore where the Wellbore is divided into two or more segments/zones that are separated by fluid tight seals (*e.g.*, packers) to prevent fluid from transferring from one segment/zone to another.

14. **“Packers Plus”** means Packers Plus Energy Services Incorporated, as well as all of its parent and subsidiary corporations, divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.

15. **“Packers Plus Federal Litigation”** means the litigation between Halliburton and Packers Plus in the United States District Court for the District of Delaware with the Case Number 1-08-CV-00594.

16. **“Packers Plus State Litigation”** means the litigation between Halliburton and Packers Plus in the Texas District Court of Midland County, 238th Judicial District with the Case Number CV-44964.

17. **“Patents-in-Suit”** means US 6,907,936; US 7,134,505; US 7,543,634; US 7,861,774; US 8,657,009; and US 9,074,451.

18. **“Peak Completions”** means Peak Completion Technologies, Inc., as well as all of its subsidiary corporations, divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.

19. **“Peak Completions’ Products”** refers to Ball-Drop Products sold by Peak Completions as well as any of the following Peak Completions products: 1) Peak Completions’ packers including the Predator, IsoPak, ComPak, SwellShark, Perma-Pak, Strata-Pak or MonoPak packers; 2) Peak Completions’ sleeves including IsoPort, StrataPort, EZ-Port, SuperPort, or Impact; 3) Peak Completions’ hydraulically activated sleeves such as the HydroPort, Trigger Toe Sub, or Impulse sleeves; 3) Peak Completions’ balls such as the X-Series, X-Lite, X-Carbon, Fantom, F1 Fantom, F2 Fantom, F3 Fantom; and/or 4) Peak Completions’ liner hangers such as Guardian or Sentinel.

20. **“Rapid Completions”** means Rapid Completions Limited Liability Corporation, as well as all of its parent and subsidiary corporations, divisions, affiliates, related entities, present and former principals, officers, directors, employees, independent contractors, accountants, agents, representatives, attorneys, insurers, consultants, and any other persons acting or purporting to act on behalf of the foregoing entities.

21. **“This Litigation”** means case number 6:15-cv-724-RWS-KNM.

22. **“Thomson Disclosure”** means these three closely related papers: “Design and Installation of a Cost Effective Completion System For Horizontal Chalk Wells Where Multiple

Zones Require Acid Stimulation,” D.W. Thomson and M.F. Nazroo, Offshore Technology Conference, May 5-8, 1997, pages 323-335, OTC 8472 (Ex. 1); “Design and Installation of a Cost Effective Completion System For Horizontal Chalk Wells Where Multiple Zones Require Acid Stimulation,” D.W. Thomson and M.F. Nazroo, SPE Drilling & Completion September 1998, pages 151-156; SPE 51177 (Ex. 2); and “Design and Installation of a Cost Effective Completion System For Horizontal Chalk Wells Where Multiple Zones Require Acid Stimulation,” D.W. Thomson and M.F. Nazroo, 1997 SPE Production Operations Symposium, March 9-11, 1997, pages 97-108, SPE 37482 (Ex. 3).

23. **“Unique Well Identification Number”** means any unique identifier assigned to a Wellbore. This term includes the API number, UWI number, U.S. Well number, or any other identifier that may be used to specifically identify a Wellbore.

24. **“Wellbore”** or **“Well”** mean a man-made hole in the earth’s crust that is created for the purpose of exploration or extraction of natural resources. These terms shall be broadly construed to include cased holes, uncased holes, vertical holes, horizontal holes, and inclined holes.

25. **“Wizard Packers”** means the Hydraulic-Set Guiberson Wizard® I Packer and/or Hydraulic-Set Guiberson Wizard® II Packer.

SCHEDULE A: DOCUMENT REQUESTS

1. Documents that describe or depict the development, use, structure, or operation of the Wizard Packers prior to November 19, 2001, including:
 - a. product descriptions, brochures, advertisements, trade articles, press releases, technology descriptions, drawings, manuals, memoranda, papers, e-mails, letters, prototypes, demonstration materials, investment proposals, executive summaries, and business plans of any kind; and
 - b. inventor's notes, drafter's notes, engineer's notes, and laboratory notebooks.
2. Documents that describe or depict the devices (*e.g.* MSAF tool and/or packers) disclosed in the Thomson Disclosure prior to November 19, 2001, including:
 - a. product descriptions, brochures, advertisements, trade articles, press releases, technology descriptions, drawings, manuals, memoranda, papers, e-mails, letters, prototypes, demonstration materials, investment proposals, executive summaries, and business plans of any kind; and
 - b. inventor's notes, drafter's notes, engineer's notes, and laboratory notebooks.
3. Documents that describe or depict Comparable Thomson MSAF Wells, including Documents describing or depicting Comparable Thomson MSAF Wells installed or fraced in the United States, before November 19, 2001.
4. Documents identifying the names and professional contact information, including phone number, email, and address, for the persons most knowledgeable of Comparable Thomson MSAF Wells completed before November 19, 2001.
5. Documents that describe or depict the use of Ball-Drop Products during Multi-Zone Pumping published prior to November 19, 2001.
6. Communications regarding the use of Ball-Drop Products during Multi-Zone Pumping in use prior to November 19, 2001.
7. Documents that describe or depict the use of Dart-Drop Products during Multi-Zone Pumping published prior to November 19, 2001.
8. Communications regarding the use of Dart-Drop Products during Multi-Zone Pumping in use prior to November 19, 2001.
9. Documents that describe or depict the structure, operation, and use of the Otis AHP Packer, Halliburton AHP Packer, or any other packer used in conjunction with the MSAF tool described in the Thomson Disclosure, prior to November 19, 2001.
10. Documents identifying each Halliburton Pumped Wellbore that employed Baker Hughes' Products down-hole since July 31, 2009, including the Wellbore's Unique Well Identification Number, the Wellbore's location, the operator and/or contractor of the Wellbore, and the lessor and/or landowner of the Wellbore.

11. For each Halliburton Pumped Wellbore that employed Baker Hughes' Products down-hole since July 31, 2009, provide Documents that explain what Multi-Zone Pumping steps You performed, including whether You:
 - a. ran Baker Hughes' Products into the Wellbore,
 - b. pumped at least a first ball or plug down the Wellbore,
 - c. set at least a first packer,
 - d. opened at least a first sliding sleeve using hydraulic pressure and the first ball or plug,
 - e. pumped at least a second ball or plug into the Wellbore,
 - f. set at least a second packer,
 - g. opened at least a second sliding sleeve using hydraulic pressure and the second ball or plug,
 - h. opened at least a second sliding sleeve using hydraulic pressure and the first ball or plug,
 - i. pumped fluid through the opened second sliding sleeve, or
 - j. pumped fracturing fluid through the opened second sliding sleeve.
12. Documents identifying each Halliburton Pumped Wellbore that employed Peak Completions' Products down-hole since July 31, 2009, including the Wellbore's Unique Well Identification Number, the Wellbore's location, the operator and/or contractor of the Wellbore, and the lessor and/or landowner of the Wellbore.
13. For each Halliburton Pumped Wellbore that employed Peak Completions' Products down-hole since July 31, 2009, provide Documents that explain what Multi-Zone Pumping steps You performed, including whether You:
 - a. ran Peak Completions' Products into the Wellbore,
 - b. pumped at least a first ball or plug down the Wellbore,
 - c. set at least a first packer,
 - d. opened at least a first sliding sleeve using hydraulic pressure and the first ball or plug,
 - e. pumped at least a second ball or plug into the Wellbore,
 - f. set at least a second packer,
 - g. opened at least a second sliding sleeve using hydraulic pressure and the second ball or plug,
 - h. opened at least a second sliding sleeve using hydraulic pressure and the first ball or plug,
 - i. pumped fluid through the opened second sliding sleeve, or
 - j. pumped fracturing fluid through the opened second sliding sleeve.

14. Documents prepared, produced, or received in connection with the Packers Plus State Litigation, including pleadings, expert reports, motions, infringement contentions, non-infringement contentions, invalidity contentions, memoranda, discovery, and Documents relating to settlement.
15. Documents prepared, produced, or received in connection with the Packers Plus Federal Litigation, including pleadings, expert reports, motions, infringement contentions, non-infringement contentions, invalidity contentions, memoranda, discovery, and Documents relating to settlement.
16. Settlement agreements, license agreements, covenants, and/or other agreements between Halliburton and Packers Plus.
17. Any Communications between You and Packers Plus concerning any settlement agreements, license agreements, covenants, and/or other agreements between Halliburton and Packers Plus.
18. Any Communications between You and Packers Plus, Acacia Research Corporation, or Rapid Completions LLC regarding This Litigation.
19. Documents that describe or depict the development, use, structure, or operation of the sliding sleeves described and claimed in the Echols Patent prior to August 21, 2002.
20. Documents concerning any commercial embodiments of the Echols Patent dated prior to August 21, 2002.
21. Documents that describe or depict the development, use, structure, or operation of the Halliburton RapidFrac system and/or associated sleeves dated prior to July 5, 2010.
22. Documents that describe or depict the development, use, structure, or operation of the Halliburton Delta Stim system and/or similar Halliburton ball actuated sleeve systems dated prior to August 21, 2002.
23. Documents concerning Your obligations, if any, to Mark any products with the number of any of the Patents-in-Suit.
24. Documents describing or depicting:
 - a. any actual Marking of Your Ball-Drop Products with the number of any of the Patents-in-Suit,
 - b. any omitted Marking of Your Ball-Drop Products with the number of any of the Patents-in-Suit,
 - c. any omitted Marking of products licensed under any Patent-in-Suit with the number of any Patent-in-Suit, and
 - d. any decision by You not to Mark Your Ball-Drop Products with the number of any of the Patents-in-Suit.
25. Documents describing or depicting actual Marking of Your products with the number of any of Packers Plus' patents for any product comprising:
 - a. an open hole packer with spaced-apart elements;

- b. a packer having spaced-apart elements with hydraulic actuation acting between the elements; and
 - c. a packer with spaced-apart elements that load into each other.
- 26. Communications between You and Packers Plus concerning the phrase “RockSeal II Packer Concept.”
- 27. Communications between You and Packers Plus concerning the phrases “load into each other” or “load into one another.”
- 28. Communications between You and Packers Plus concerning the phrases “spaced-apart elements” or “multiple packing elements.”
- 29. Communications between You and Packers Plus concerning whether any of Your products are licensed under any of the Patents-in-Suit.
- 30. Documents describing or depicting Your analysis of whether any of Your Ball-Drop Products are licensed under any of the Patents-in-Suit.