

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

ACCELERATION BAY LLC, a Delaware)	
Limited Liability Corporation,)	
)	
Plaintiff,)	C.A. No. 16-455-RGA
)	
v.)	
)	May contain CONFIDENTIAL –
TAKE-TWO INTERACTIVE SOFTWARE,)	OUTSIDE COUNSEL ONLY
INC., ROCKSTAR GAMES, INC., and 2K)	information
SPORTS, INC., Delaware Corporations,)	
)	
Defendants.)	

**PLAINTIFF ACCELERATION BAY LLC'S NOTICE OF
30(b)(6) DEPOSITION OF DEFENDANTS TAKE TWO INTERACTIVE
SOFTWARE, INC., ROCKSTAR GAMES, INC. AND 2K SPORTS, INC.**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff Acceleration Bay LLC will take, by and through its attorneys, the deposition of Defendants Take Two Interactive Software Inc., Rockstar Games, Inc. and 2K Sports, Inc.

The deposition will commence at 9:00 am on March 29, 2017 at the offices of Kramer Levin Naftalis & Frankel LLP at 990 Marsh Road, Menlo Park, CA 94025, or at such other time and place as counsel may mutually agree. The deposition will take place in accordance with the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of Delaware, and under oath and before a notary public or other officer authorized to administer oaths under law. The deposition will be recorded by stenographic and/or audio-and-
videographic means, and will continue from day to day until completed.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(6), Defendants shall designate one or more officers, directors, managing agents or other persons who are most knowledgeable concerning each of the topics set forth below. In addition, Defendants are

requested to provide Plaintiff's counsel with written notice, at least one week in advance of the deposition, of the name and employment position of each designee who will testify on behalf of Defendants, and the topics set forth below as to which each designee has agreed to testify.

DEFINITIONS AND INSTRUCTIONS

1. If any request, instruction or definition is ambiguous or unclear to you, you are requested to contact the undersigned counsel for clarification as soon as possible to avoid unnecessary delays in discovery.

2. The term "Take Two" means Defendant Take Two Interactive Software, Inc. and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.

3. The term "Rockstar Games" means Defendant Rockstar Games, Inc. and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.

4. The term "2K Sports" means Defendant 2K Sports, Inc. and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.

5. The terms “You,” “Your,” and “Defendants” shall mean Take Two, Rockstar Games and 2K Sports, both conjunctively and disjunctively.

6. The terms “Plaintiff” or “Acceleration Bay” mean Plaintiff Acceleration Bay LLC and shall include its predecessors, successors, affiliates, subsidiaries, divisions, parents, assignees, joint ventures, and each other person directly or indirectly, wholly or in part, owned or controlled by it, and all present or former partners, principals, employees, officers, directors, agents, legal representatives, consultants or other persons acting or purporting to act on its behalf.

7. The term “Accused Products” shall mean Grand Theft Auto multiplayer game series, including but not limited to Grand Theft Auto Online and Grand Theft Auto V and NBA 2K multiplayer game series, including but not limited to NBA 2K15, NBA 2K16 and NBA 2K17. The term “Accused Products” shall also include all accused products identified according to the schedule set forth in the Scheduling Order of the case, and all current, previous, and currently contemplated versions, releases, or continuations of the afore-mentioned products..

8. The term “MultiPlayer Networks” shall mean networks, software and hardware used to provide, support or enable peer to peer and/or multiple player functionality in the Accused Products, including the transmission of multiplayer gameplay data, voice chat (including without limitation VoIP), text chat and other exchanges of data between users of the Accused Products.

9. The term “344 Patent” shall mean United States Patent No. 6,701,344 entitled “Distributed Game Environment,” 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 “966 Patent” shall mean United States Patent No. 6,714,966 entitled “Information Delivery Service,” 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.

11. The term “147 Patent” shall mean United States Patent No. 6,732,147 entitled “Leaving a Broadcast Channel,” 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.

12. The term “634 Patent” shall mean United States Patent No. 6,829,634 entitled “Broadcasting Network,” 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.

13. The term “069 Patent” shall mean United States Patent No. 6,910,069 entitled “Joining a Broadcast Channel,” 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.

14. The term “497 Patent” shall mean United States Patent No. 6,920,497 entitled “Joining a Broadcast Channel,” 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.

15. The term “Patents-in-Suit” refers collectively to the '344 Patent, '966 Patent, '147 Patent, '634 Patent, '069 Patent and '497 Patent.

16. 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 plans, 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, defined as source code, specifications, schematics, flow charts, artwork, drawing, pictures, pictorial representations, formulas, troubleshooting guides, service bulletins, technical bulletins,

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