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12 Attorneys for Defendants **CLOUD IMPERIUM GAMES CORP.**
13 and **ROBERTS SPACE INDUSTRIES CORP.**

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **CRYTEK GMBH,**
17 **Plaintiff,**
18 **vs.**
19 **CLOUD IMPERIUM GAMES CORP. and**
20 **ROBERTS SPACE INDUSTRIES CORP.,**
21 **Defendants.**

Case No. 2:17-CV-08937

[HON. DOLLY M. GEE]

DECLARATION OF JEREMY S. GOLDMAN IN SUPPORT OF DEFENDANTS' MOTION FOR A PROTECTIVE ORDER CONTROLLING TIMING AND SCOPE OF DISCOVERY PENDING RESOLUTION OF MOTION TO DISMISS

Date: April 13, 2018

Time: 9:30 a.m.

Courtroom: 8C

1 I, JEREMY S. GOLDMAN, declare as follows:

2 1. I make this declaration on the basis of personal knowledge, except where
3 indicated otherwise. I make this declaration in support of Defendants’ motion for a
4 protective order controlling the timing and scope of discovery pending resolution of the
5 motion to dismiss (the “Motion”).

6 2. I am over age eighteen and a resident of the State of California.

7 3. I am an attorney licensed to practice law in the State of California, and a
8 partner at the law firm Frankfurt Kurnit Klein & Selz P.C., counsel of record for the
9 defendants in the above-captioned lawsuit, Cloud Imperium Games Corp. (“CIG”) and
10 Roberts Space Industries Corp. (“RSI”) (together, “Defendants”).

11 **Exhibits to the Declaration**

12 4. Attached hereto as **Exhibit A** is a true and correct copy of the First Set of
13 Requests for Production (“RFPs”) that Plaintiff Crytek GmbH (“Crytek”) attempted to
14 serve on Defendants’ counsel on January 19, 2018.

15 5. Attached hereto as **Exhibit B** is a true and correct copy of the First Set of
16 Interrogatories (“ROGs”) that Crytek attempted to serve on Defendants’ counsel on
17 January 19, 2018.

18 **Compliance With Local Rule 7-3**

19 6. The parties conducted their Rule 26(f) conference on February 13, 2018.
20 During the conference, Defendants explained their view that, in the interest of
21 maximizing efficiency for the parties and the Court, it would make sense for the parties to
22 agree to commence discovery after the Court rules on the pending motion to dismiss and
23 the contours of the claims and issues remaining in this case, if any, are solidified.

24 7. Crytek refused even to discuss Defendants’ proposal, without explanation,
25 instead robotically reading aloud from the draft joint report.

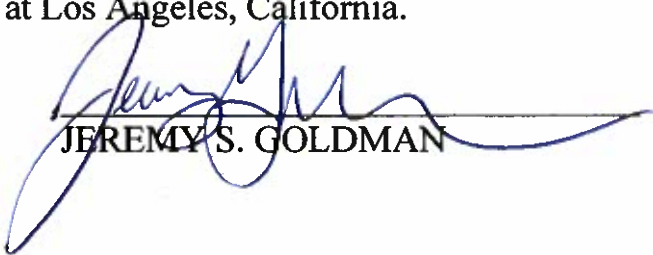
26 8. Defendants expressed their intent to file a motion for a protective order if
27 Crytek would not stipulate to a reasonable postponement or any other sensible
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1 management of discovery, and indicated that they would consider the conversation to
2 constitute their meet and confer in accordance with Local Rule 7-3.

3 9. Crytek acknowledged that the discussion satisfied the Rule 7-3 requirement,
4 and told Defendants to make their motion.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Executed on March 9, 2018 at Los Angeles, California.

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JEREMY S. GOLDMAN

EXHIBIT "A"

1 JAMES Y. PAK (SBN 304563)
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9 P. ANTHONY SAMMI (admitted *pro hac vice*)
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10 KURT WM. HEMR (admitted *pro hac vice*)
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11 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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12 New York, New York 10036
Telephone: (212) 735-3000
13 Facsimile: (212) 735-2000

14 Attorneys for Plaintiff,
15 Crytek GmbH

16 **IN THE UNITED STATES DISTRICT COURT**
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19 CRYTEK GMBH,) Case No. 2:17-cv-08937-DMG-FFM
20 Plaintiff,)
21 v.) **PLAINTIFF CRYTEK GMBH'S**
22 CLOUD IMPERIUM GAMES CORP.) **FIRST SET OF REQUESTS**
and ROBERTS SPACE INDUSTRIES) **FOR PRODUCTION AND**
23 CORP.,) **INSPECTION OF DOCUMENTS**
24 Defendants.) **AND THINGS TO DEFENDANTS**
25) Judge: Hon. Dolly M. Gee
26) **Served: January 19, 2018 (by hand)**
27)
28)

1 Please take notice that, pursuant to Rules 26 and 34 of the Federal Rules of
2 Civil Procedure and the Local Rules of the United States District Court for the
3 Central District of California, Plaintiff Crytek GmbH ("Crytek") hereby requests that
4 Defendants Cloud Imperium Games Corporation ("CIG") and Roberts Space
5 Industries Corporation ("RSI") (collectively, "Defendants") produce for examination,
6 inspection, and copying by Crytek, their attorneys, or others acting on their behalf,
7 the documents and things set forth below at the offices of Crytek's attorneys,
8 Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue Suite 3400,
9 Los Angeles, CA 90071, no later than 30 days after service of these document
10 requests.

11 **DEFINITIONS**

12 Unless otherwise defined, all words and phrases used herein shall be accorded
13 their usual meaning and shall be interpreted in their common, ordinary sense. As
14 used in these requests, the words set forth below shall be defined as follows:

15 1. The term "COMMUNICATIONS" should be interpreted in its broadest
16 sense to include without limitation all oral or written communications, including but
17 not limited to any writings, e-mails, or other electronically-stored information as that
18 term is defined by Fed. R. Civ. P. 34(a).

19 2. The term "COMPLAINT" means the First Amended Complaint filed by
20 Crytek in this litigation on January 2, 2018 and any amendments thereto.

21 3. The term "CONCERNING" should be construed in the broadest
22 possible sense to mean referring, regarding, containing, identifying, monitoring,
23 constituting, reflecting, embodying, comprising, stating, dealing with, commenting
24 on, responding to, analyzing, and describing, consisting of, discussing, evidencing,
25 mentioning, pertaining to, citing, summarizing, or bearing any logical or factual
26 connection with the matter discussed, as these terms are understood in the broadest
27 sense.

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1 4. The term "CRYENGINE" means all versions of the source code, object
2 code, or software for the Crytek CryEngine video game engine, in whole or in part,
3 including but not limited to CryEngine 3.

4 5. The term "CRYTEK" means Crytek GmbH and its successors,
5 divisions, subsidiaries, and affiliates, located both in the United States and in any
6 other country, each other person directly or indirectly, wholly or in part, owned or
7 controlled by it, and each joint venture to which it is a party, and all present and
8 former directors, officers, employees, agents, consultants, or other persons acting for
9 or on behalf of it.

10 6. The term "DEFENDANTS" means CIG and RSI, conjunctively and
11 disjunctively, and includes CGI, RSI, and their respective successors, divisions,
12 subsidiaries, and affiliates, located both in the United States and in any other
13 country, each other person directly or indirectly, wholly or in part, owned or
14 controlled by CIG or RSI, and each joint venture to which CIG or RSI is a party, and
15 all present and former directors, officers, employees, agents, consultants, or other
16 persons acting for or on behalf of CIG or RSI. By way of example only, a request
17 for documents from DEFENDANTS should be construed as a request for documents
18 from CIG, a request for documents from RSI, and a request for documents from both
19 CIG and RSI.

20 7. The term "DOCUMENTS" means any written, printed, typed, recorded,
21 or graphic matter, however produced, reproduced or stored, including the originals
22 and all non-identical copies, whether different from the originals by reason of any
23 notations made on such copies or otherwise, in the actual or constructive possession,
24 custody, or control of Defendants, including, but not limited to, contracts, letter
25 agreements, records, correspondence, COMMUNICATIONS, electronically stored
26 information, e-mails, tweets, Web log (blog) or Web forum posts or comments, text
27 messages on portable devices, Blackberry Messenger messages, SMS messages,
28 memoranda, handwritten notes, source code comments, source repository logs,

1 records or summaries of negotiations, records or summaries of interviews or
2 conversations, audio or video recordings, all Web-based media, photographs,
3 corporate minutes, diaries, telephone logs, instant messaging logs, chat room logs,
4 schedules, drawings, product storyboards, product mockups, statistical statements,
5 work papers, disks, data cards, films, data processing files, charts, graphs,
6 microfiche, microfilm, contracts, notices, reports, recitals, statements, worksheets,
7 abstracts, resumes, summaries, jottings, market data, books, journals, ledgers, audits,
8 maps, diagrams, research documents, newspapers, appointment books, desk
9 calendars, project management charts task management records (e.g., To-do lists),
10 expense reports, computer printout and other computer readable or electronic
11 records, and all drafts or modifications thereof, and all non-identical copies of any
12 such items. Any such DOCUMENT bearing on any sheet or part thereof of any
13 marks such as initials, stamped indices, comments, or notations or any character or
14 characters which are not part of the signed text or photographic reproduction thereof
15 is to be considered as a separate DOCUMENT. Where there is any question about
16 whether a tangible item otherwise described in these requests falls within the
17 definition of "DOCUMENTS," such tangible item shall be produced.

18 8. The term "PERSONS" means and refers to any natural person, firm,
19 corporation, partnership, group, association, governmental entity, or business entity.

20 9. The term "PRODUCT" or "PRODUCTS" means and refers to each
21 good, product, service, or thing made, sold, offered for sale, imported, distributed, or
22 currently being developed by DEFENDANTS, past or present, including but not
23 limited to Star Citizen, Squadron 42, and any game engines embedded within
24 PRODUCTS, including but not limited to CRYENGINE.

25 10. The words "and" and "or" shall be construed both conjunctively and
26 disjunctively, and each shall include the other wherever such dual construction will
27 serve to bring within the scope of a request any DOCUMENTS which otherwise
28 would not be brought within its scope.

1 11. "Any" and "all" are mutually interchangeable and are meant to
2 encompass each other.

3 12. The singular includes the plural and vice versa.

4 13. The past tense shall be construed to include the present tense and vice
5 versa.

6 **INSTRUCTIONS**

7 1. These requests are intended to cover all DOCUMENTS in Defendants'
8 possession, custody, or control, whether located at any of Defendants' offices, or at
9 the offices of Defendants' successors or assigns, accountants, agents, employees,
10 directors, officers, representatives, attorneys, assistants, bankers, brokers, or others,
11 or at any other place. If any DOCUMENT was, but is no longer, in Defendants'
12 possession or subject to Defendants' control, or in existence, state whether it: (i) is
13 missing or lost; (ii) has been destroyed; (iii) has been transferred, voluntarily or
14 involuntarily, to others (and if so, to whom); or (iv) has been disposed of in some
15 other manner. If Defendants have reason to believe a responsive DOCUMENT is in
16 the possession of a third party, state: (i) the basis for this belief; (ii) the party
17 believed to be in possession of the responsive DOCUMENTS; (iii) where
18 Defendants believe the responsive DOCUMENTS may be located; and (iv) other
19 information as is sufficient to identify the DOCUMENTS for a subpoena duces
20 tecum.

21 2. If a DOCUMENT that is responsive to a request has been lost or
22 destroyed, it should be identified as follows: (i) preparer; (ii) addressor (if different);
23 (iii) addressee; (iv) each recipient and each PERSON to whom distributed or shown;
24 (v) date prepared; (vi) date transmitted (if different); (vii) date received; (viii)
25 description of contents and subject matter; (ix) date of destruction; (x) manner of
26 destruction; (xi) name, title, and address of the PERSON who directed that the
27 DOCUMENT be destroyed and (if different) the PERSON who destroyed the
28 DOCUMENT; (xii) the reason for the destruction of the DOCUMENT; (xiii) the

1 names of PERSONS having knowledge of the destruction; and (xiv) a full
2 description of the efforts made to locate the DOCUMENT.

3 3. The production should include every DOCUMENT known to
4 Defendants and every such DOCUMENT which can be located or discovered by
5 reasonably diligent efforts by Defendants.

6 4. If any of the requested DOCUMENTS cannot be disclosed or produced
7 in full, produce the DOCUMENTS to the extent possible, and specify Defendants'
8 reasons for Defendants' inability to produce the remainder, stating whatever
9 information, knowledge, or belief Defendants has concerning the unproduced
10 portions.

11 5. If any of the DOCUMENTS requested below are claimed to be
12 privileged or are otherwise withheld, Defendant is requested to provide a privilege
13 log which identifies: (i) the date of the DOCUMENT; (ii) the author of the
14 DOCUMENT; (iii) the primary addressee of the DOCUMENT; (iv) any secondary
15 addressee(s) of the DOCUMENT; PERSONS copied and recipient (and the
16 relationship of those PERSONS to the client and/or author of the DOCUMENT); (v)
17 type of DOCUMENT (e.g., internal memo, letter with enclosures, draft affidavit,
18 etc.); (vi) client (i.e., party asserting privilege); (vii) attorneys; (viii) subject matter of
19 the DOCUMENT; (ix) purpose of the DOCUMENT (i.e., legal claim for privilege);
20 and (x) whether the DOCUMENT is work product or attorney-client privileged.

21 6. All DOCUMENTS or other things responsive to a request shall be
22 produced as they are kept in the usual course of business or shall be organized and
23 labeled to correspond to the request to which they are responsive.

24 7. Any DOCUMENT responsive to a request should be produced in and
25 with a file folder and other DOCUMENT (e.g., envelope, file cabinet marker) in or
26 with which the DOCUMENT was located when this request was served.

27 8. All pages of any DOCUMENTS now stapled or fastened together
28 should be produced stapled or fastened together.

1 9. If it is otherwise not possible to produce any DOCUMENT called for by
2 any request, or if any part of any request is objected to, the reasons for the objection
3 should be stated with specificity as to all grounds and, for the convenience of the
4 Court and the parties, each request should be quoted in full immediately preceding
5 the objection. Additionally, the objection must state whether any responsive
6 materials are being withheld on the basis of that objection.

7 10. These DOCUMENT requests shall be deemed continuing and require
8 further and supplemental production by Defendants as and whenever Defendants
9 acquires, makes, or locates additional DOCUMENTS between the time of the initial
10 production and the time of final judgment in this action.

11 11. If information stored in, or accessible through, a computer or other data
12 retrieval system is produced in electronic form, please provide instructions and all
13 other materials necessary to access or interpret such data.

14 12. If any portion of a DOCUMENT is considered responsive to any
15 request, the request shall be construed as requesting production of the entire
16 DOCUMENT.

17 13. All other discovery rules of the Federal Rules of Civil Procedure and the
18 Local Rules of the Central District of California should be complied with.

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REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All COMMUNICATIONS between CRYTEK and DEFENDANTS, whether by e-mail, private messaging, or forum posts, exchange of media, or file transfer protocol, and all DOCUMENTS incorporating or referencing those COMMUNICATIONS, including but not limited to e-mail chains forwarding those COMMUNICATIONS in whole or in part or commenting on those COMMUNICATIONS.

REQUEST FOR PRODUCTION NO. 2:

To the extent not requested by the prior requests contained herein, all COMMUNICATIONS between Chris Roberts and Ortwin Freyermuth CONCERNING the PRODUCTS, any game engine including but not limited to CRYENGINE, or the formation of DEFENDANTS.

REQUEST FOR PRODUCTION NO. 3:

To the extent not requested by the prior requests contained herein, all DOCUMENTS and COMMUNICATIONS that refer to any game engine including but not limited to CRYENGINE.

REQUEST FOR PRODUCTION NO. 4:

All direct and indirect contracts and agreements between DEFENDANTS and Chris Roberts.

REQUEST FOR PRODUCTION NO. 5:

All direct and indirect contracts and agreements between DEFENDANTS and Ortwin Freyermuth.

REQUEST FOR PRODUCTION NO. 6:

All versions of source code, object code, or software associated with the PRODUCTS, including but not limited to versions contained in electronic work directories, shared drives, common directories, or libraries.

1 **REQUEST FOR PRODUCTION NO. 7:**

2 To the extent not requested by the prior requests contained herein, all
3 DOCUMENTS that originated at CRYTEK, or are derived from DOCUMENTS that
4 originated at CRYTEK, including by way of example CRYENGINE.

5 **REQUEST FOR PRODUCTION NO. 8:**

6 To the extent not requested by the prior requests contained herein, all
7 DOCUMENTS CONCERNING any representations made by DEFENDANTS to
8 any party regarding ownership of intellectual property in the PRODUCTS.

9 **REQUEST FOR PRODUCTION NO. 9:**

10 All DOCUMENTS or COMMUNICATIONS CONCERNING the Game
11 License Agreement dated November 20, 2012, including but not limited to the Game
12 License Agreement itself and any exhibits or amendments thereto.

13 **REQUEST FOR PRODUCTION NO. 10:**

14 All DOCUMENTS or COMMUNICATIONS CONCERNING the Licensing
15 Terms Sheet dated October 6, 2012, including but not limited to the Licensing Terms
16 Sheet itself.

17 **REQUEST FOR PRODUCTION NO. 11:**

18 To the extent not requested by the prior requests contained herein, all contracts
19 or agreements between DEFENDANTS and CRYTEK and all DOCUMENTS or
20 COMMUNICATIONS CONCERNING those contracts or agreements.

21 **REQUEST FOR PRODUCTION NO. 12:**

22 All DOCUMENTS or COMMUNICATIONS CONCERNING requests for
23 technology, source code, object code, software, animations, images, advice,
24 information, or assistance from CRYTEK or its current or former employees,
25 including but not limited to all COMMUNICATIONS from CRYTEK responding to
26 any such requests.

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1 **REQUEST FOR PRODUCTION NO. 13:**

2 All DOCUMENTS sufficient to identify and reflect the organizational
3 structure of DEFENDANTS, including but not limited to company directories, and
4 the identification of corporate and/or business departments, whether formally or
5 informally delineated, total number of employees, and each employee's title, job
6 description, and reporting chain.

7 **REQUEST FOR PRODUCTION NO. 14:**

8 All DOCUMENTS or COMMUNICATIONS CONCERNING the corporate
9 structure and relationship between and among Cloud Imperium Games Corp.;
10 Roberts Space Industries Corp.; Cloud Imperium Games, LLC; Cloud Imperium
11 LLC; Cloud Imperium Rights, LLC, Roberts Space Industries LLC, Cloud Imperium
12 Services, LLC, Cloud Imperium Games Texas LLC, Cloud Imperium Games UK
13 Limited, Cloud Imperium Rights LLC, Foundry 42 Limited, Gemini 42
14 Entertainment LLC, Gemini 42 Productions, LLC, Roberts Space Industries
15 International Ltd., and Twin Bros. GmbH, including but not limited to organizational
16 charts.

17 **REQUEST FOR PRODUCTION NO. 15:**

18 All DOCUMENTS CONCERNING meetings of the board of directors,
19 executives, or management team of DEFENDANTS at which CRYENGINE,
20 CRYTEK, or CRYTEK's current or former employees were discussed.

21 **REQUEST FOR PRODUCTION NO. 16:**

22 All DOCUMENTS CONCERNING the ownership of the DEFENDANTS,
23 including lists of past and present shareholders and their respective interests.

24 **REQUEST FOR PRODUCTION NO. 17:**

25 To the extent not requested by the prior requests contained herein, all
26 DOCUMENTS CONCERNING the ownership interest of Chris Roberts in
27 DEFENDANTS.

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1 **REQUEST FOR PRODUCTION NO. 18:**

2 To the extent not requested by the prior requests contained herein, all
3 DOCUMENTS CONCERNING the ownership interest of Ortwin Freyermuth in
4 DEFENDANTS.

5 **REQUEST FOR PRODUCTION NO. 19:**

6 All COMMUNICATIONS CONCERNING (i) CRYTEK or (ii) any game
7 engine including but not limited to CRYENGINE, between DEFENDANTS and any
8 PERSONS or entities that have made any financial contribution (whether or not in
9 exchange for any consideration) to support the development of the PRODUCTS.

10 **REQUEST FOR PRODUCTION NO. 20:**

11 A forensic copy of all past and present versions of DEFENDANTS' websites,
12 including but not limited to www.cloudimperiumgames.com and
13 www.robertsspaceindustries.com.

14 **REQUEST FOR PRODUCTION NO. 21:**

15 DOCUMENTS sufficient to identify the funds, contributions, or support
16 provided to DEFENDANTS by any PERSONS or entities.

17 **REQUEST FOR PRODUCTION NO. 22:**

18 All DOCUMENTS CONCERNING the PRODUCTS that have been or are
19 available online, including but not limited to video clips and uncut and original
20 versions of video clips posted on DEFENDANTS' YouTube, Twitch, Twitter,
21 Facebook, or other social media websites and applications.

22 **REQUEST FOR PRODUCTION NO. 23:**

23 To the extent not requested by the prior requests contained herein, all uncut
24 and original versions of video clips that have been or are available online, including
25 but not limited to the uncut and original version of the video clip available online at
26 www.youtube.com/watch?v=2Piy-ibiq1M.

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1 **REQUEST FOR PRODUCTION NO. 24:**

2 To the extent not requested by the prior requests contained herein, all
3 DOCUMENTS and COMMUNICATIONS CONCERNING the Star Citizen
4 Kickstarter project located at www.kickstarter.com/projects/cig/star-citizen, or any
5 other crowdfunding project CONCERNING the PRODUCTS.

6 **REQUEST FOR PRODUCTION NO. 25:**

7 Documents sufficient to identify each and every PRODUCT, including but not
8 limited to the Star Citizen and Squadron 42 video games, specifically the dates of
9 conception and the names and roles of any employees or contractors of
10 DEFENDANTS involved in the development of each PRODUCT.

11 **REQUEST FOR PRODUCTION NO. 26:**

12 All manuals, instructions, and instructional material, design drawings or
13 renderings, and technical DOCUMENTS or COMMUNICATIONS CONCERNING
14 the PRODUCTS.

15 **REQUEST FOR PRODUCTION NO. 27:**

16 All DOCUMENTS or COMMUNICATIONS CONCERNING the marketing
17 or publicity of each version of the PRODUCTS, including but not limited to press
18 releases, product launch announcements, fact sheets, presentations, fundraising
19 materials, sales literature, brochures, catalogs, trade letters, press releases, audio or
20 video files, materials posted on internet websites and message boards, information
21 prepared for electronics or gaming shows and conventions, and other marketing
22 materials.

23 **REQUEST FOR PRODUCTION NO. 28:**

24 All DOCUMENTS and COMMUNICATIONS CONCERNING
25 CRYENGINE, including but not limited to press releases, product launch
26 announcements, fact sheets, presentations, fundraising materials, sales literature,
27 brochures, catalogs, trade letters, press releases, audio or video files, materials posted
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1 on internet websites and message boards, information prepared for electronics or
2 gaming shows and conventions, and other marketing materials.

3 **REQUEST FOR PRODUCTION NO. 29:**

4 All DOCUMENTS and COMMUNICATIONS CONCERNING any game
5 engine, including but not limited to press releases, product launch announcements,
6 fact sheets, presentations, fundraising materials, sales literature, brochures, catalogs,
7 trade letters, press releases, audio or video files, materials posted on internet websites
8 and message boards, information prepared for electronics or gaming shows and
9 conventions, and other marketing materials.

10 **REQUEST FOR PRODUCTION NO. 30:**

11 To the extent not requested by the prior requests contained herein, all
12 DOCUMENTS and COMMUNICATIONS CONCERNING DEFENDANTS'
13 involvement with demonstrations, booths, presentations, and panels at electronics or
14 gaming shows or conferences, including but not limited to any DOCUMENTS
15 identifying attendees at each electronics or gaming show or conference.

16 **REQUEST FOR PRODUCTION NO. 31:**

17 To the extent not requested by the prior requests contained herein, all
18 DOCUMENTS and COMMUNICATIONS CONCERNING the PRODUCTS.

19 **REQUEST FOR PRODUCTION NO. 32:**

20 All versions of source code (including but not limited to source code
21 comments), object code, and software for each of the PRODUCTS, including but not
22 limited to the Star Citizen and Squadron 42 video games.

23 **REQUEST FOR PRODUCTION NO. 33:**

24 All DOCUMENTS that reflect current or past revisions or additions to any and
25 all versions of the source code for each of the PRODUCTS, including but not limited
26 to the Star Citizen and Squadron 42 video games, specifically those DOCUMENTS
27 that reflect the author of each revision or addition and the date on which each
28 revision or addition was made.

1 **REQUEST FOR PRODUCTION NO. 34:**

2 All versions of source code (including but not limited to source code
3 comments), object code, and software for CRYENGINE.

4 **REQUEST FOR PRODUCTION NO. 35:**

5 All versions of source code (including but not limited to source code
6 comments), object code, and software for any game engine.

7 **REQUEST FOR PRODUCTION NO. 36:**

8 All DOCUMENTS that reflect current or past revisions or additions to any and
9 all versions of the source code for CRYENGINE or any other game engine,
10 specifically those DOCUMENTS that reflect the author of each revision or addition
11 and the date on which each revision or addition was made.

12 **REQUEST FOR PRODUCTION NO. 37:**

13 All DOCUMENTS and COMMUNICATIONS CONCERNING any
14 similarities or differences between the PRODUCTS and CRYENGINE, including
15 without limitation any DOCUMENTS and COMMUNICATIONS regarding the
16 testing thereof.

17 **REQUEST FOR PRODUCTION NO. 38:**

18 All DOCUMENTS and COMMUNICATIONS CONCERNING any
19 similarities or differences between CRYENGINE and any other game engine,
20 including without limitation any DOCUMENTS and COMMUNICATIONS
21 regarding a comparison thereof.

22 **REQUEST FOR PRODUCTION NO. 39:**

23 All DOCUMENTS CONCERNING the destruction or loss of any source
24 code, object code, or software for any of the PRODUCTS.

25 **REQUEST FOR PRODUCTION NO. 40:**

26 To the extent not requested by the prior requests contained herein,
27 DOCUMENTS sufficient to identify all source code repository system or software
28 used by DEFENDANTS.

1 **REQUEST FOR PRODUCTION NO. 41:**

2 To the extent not requested by the prior requests contained herein, all source
3 code, object code, or software containing a CRYTEK copyright notice.

4 **REQUEST FOR PRODUCTION NO. 42:**

5 To the extent not requested by the prior requests contained herein, all
6 DOCUMENTS that reflect any efforts to remediate, rewrite, or clean room any of the
7 PRODUCTS.

8 **REQUEST FOR PRODUCTION NO. 43:**

9 All DOCUMENTS and COMMUNICATIONS CONCERNING any game
10 engine, netcode, or editor license for the PRODUCTS, including but not limited to
11 the license agreement itself and any consideration paid.

12 **REQUEST FOR PRODUCTION NO. 44:**

13 All DOCUMENTS or COMMUNICATIONS CONCERNING any efforts or
14 attempts by DEFENDANTS to obtain or utilize information, technology or know-
15 how of CRYTEK.

16 **REQUEST FOR PRODUCTION NO. 45:**

17 All DOCUMENTS CONCERNING any investigation into whether
18 DEFENDANTS possess or have used or disclosed materials that are, or that
19 CRYTEK has asserted are, copyrighted or otherwise owned by CRYTEK.

20 **REQUEST FOR PRODUCTION NO. 46:**

21 All DOCUMENTS that identify and describe those PERSONS or entities that
22 have or have had access to the PRODUCTS, including but not limited to Faceware
23 Technologies. PERSONS and entities include but are not limited to suppliers,
24 vendors, and visitors to DEFENDANTS' offices and displays or demonstrations at
25 electronics or gaming shows or conventions, technicians, partners, consultants, and
26 customers.

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1 **REQUEST FOR PRODUCTION NO. 47:**

2 All DOCUMENTS that identify and describe those PERSONS or entities that
3 have or have had access to CRYTEK source code, object code, or software in
4 DEFENDANTS' possession, including but not limited to Faceware Technologies.
5 PERSONS and entities include but are not limited to suppliers, vendors, visitors to
6 DEFENDANTS' offices and displays or demonstrations at electronics or gaming
7 shows or conventions, technicians, partners, consultants, and customers.

8 **REQUEST FOR PRODUCTION NO. 48:**

9 Documents sufficient to identify each employee of DEFENDANTS that was
10 previously employed by CRYTEK, including but not limited to the name of that
11 employee and their job responsibilities.

12 **REQUEST FOR PRODUCTION NO. 49:**

13 All DOCUMENTS and COMMUNICATIONS CONCERNING the departure
14 of, or the recruitment, solicitation, interviewing, consideration for hire, or hiring of
15 current or past employees of CRYTEK.

16 **REQUEST FOR PRODUCTION NO. 50:**

17 The employee or personnel file for Chris Roberts, Ortwin Freyermuth, Carl
18 Jones, Sean Tracy, Hannes Appell, Francesco Riziero Di Mizio, Chris Nolan, Marco
19 Corbetta, Carsten Wenzel, Christopher Raine, and Christopher Bolte including but
20 not limited to any employment, confidentiality, non-compete, or non-disclosure
21 agreements.

22 **REQUEST FOR PRODUCTION NO. 51:**

23 All DOCUMENTS, including but not limited to investment memoranda and
24 proposals, CONCERNING the business and/or valuation of DEFENDANTS.

25 **REQUEST FOR PRODUCTION NO. 52:**

26 All DOCUMENTS, including but not limited to investment memoranda and
27 proposals, CONCERNING the business and/or valuation of the PRODUCTS.

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1 **REQUEST FOR PRODUCTION NO. 53:**

2 All DOCUMENTS, including but not limited to investment memoranda and
3 proposals, CONCERNING the business and/or valuation of CRYTEK or
4 CRYENGINE.

5 **REQUEST FOR PRODUCTION NO. 54:**

6 All federal or state tax returns filed by or on behalf of DEFENDANTS.

7 **REQUEST FOR PRODUCTION NO. 55:**

8 All quarterly or annual financial statements of DEFENDANTS.

9 **REQUEST FOR PRODUCTION NO. 56:**

10 All competitive analyses of DEFENDANTS, CRYTEK, the video game
11 engine market, or the video game market.

12 **REQUEST FOR PRODUCTION NO. 57:**

13 All DOCUMENTS and COMMUNICATIONS CONCERNING a license or
14 agreement for any game engine, including but not limited to any license or
15 agreement itself.

16 **REQUEST FOR PRODUCTION NO. 58:**

17 Documents sufficient to identify each version or iteration of agreements or
18 contracts with DEFENDANTS' past, present, or potential suppliers, contractors, and
19 customers.

20 **REQUEST FOR PRODUCTION NO. 59:**

21 All DOCUMENTS CONCERNING business plans, forecasts, financial
22 statements or analyses, or projections of DEFENDANTS or the PRODUCTS.

23 **REQUEST FOR PRODUCTION NO. 60:**

24 Documents sufficient to determine DEFENDANTS' total profits and revenue,
25 and profits and revenue derived from each of the PRODUCTS, for each fiscal year
26 and quarter from inception to the present.

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1 **REQUEST FOR PRODUCTION NO. 61:**

2 Documents sufficient to identify costs incurred by DEFENDANTS to develop
3 the PRODUCTS.

4 **REQUEST FOR PRODUCTION NO. 62:**

5 All DOCUMENTS CONCERNING the pricing or pricing plans for the
6 PRODUCTS.

7 **REQUEST FOR PRODUCTION NO. 63:**

8 Documents sufficient to identify document preservation polices and/or
9 practices of DEFENDANTS, including but not limited to the policies and/or
10 practices in relation to preservation of e-mail and electronically stored
11 DOCUMENTS and COMMUNICATIONS.

12 **REQUEST FOR PRODUCTION NO. 64:**

13 All DOCUMENTS and COMMUNICATIONS CONCERNING Ortwin
14 Freyermuth's representation of DEFENDANTS, including but not limited to
15 DOCUMENTS and COMMUNICATIONS CONCERNING any conflict of interest
16 arising from that representation.

17 **REQUEST FOR PRODUCTION NO. 65:**

18 All DOCUMENTS and COMMUNICATIONS CONCERNING Ortwin
19 Freyermuth's representation of CRYTEK, including but not limited to
20 DOCUMENTS and COMMUNICATIONS CONCERNING any conflict of interest
21 arising from that representation.

22 **REQUEST FOR PRODUCTION NO. 66:**

23 To the extent not requested by the prior requests contained herein, all
24 DOCUMENTS and COMMUNICATIONS CONCERNING the "Bugsmashers!"
25 online video series, including but not limited to video clips and uncut and original
26 versions of video clips.

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1 **REQUEST FOR PRODUCTION NO. 67:**

2 To the extent not requested by the prior requests contained herein, all
3 DOCUMENTS and COMMUNICATIONS CONCERNING the "Reverse
4 Technology Transfer" provision of the Game License Agreement dated November
5 20, 2012, including but not limited to any DOCUMENTS and
6 COMMUNICATIONS CONCERNING efforts by DEFENDANTS to comply or not
7 comply with such provision.

8 **REQUEST FOR PRODUCTION NO. 68:**

9 To the extent not requested by the prior requests contained herein, an
10 executable or compiled version of each of the PRODUCTS that has been released to
11 the public.

12 **REQUEST FOR PRODUCTION NO. 69:**

13 To the extent not requested by the prior requests contained herein, all versions
14 of any splash screen or credits screen used in the PRODUCTS.

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1 Dated: January 19, 2018

2 KEVIN J. MINNICK (SBN 269620)
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Attorneys for Plaintiff
Crytek GmbH

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071. My email address is nandi.berglund@skadden.com.

On **January 19, 2018**, I served documents described as:

PLAINTIFF CRYTEK GMBH'S FIRST SET OF REQUESTS FOR PRODUCTION AND INSPECTION OF DOCUMENTS AND THINGS

on the interested parties in this action as follows:

Jeremy S. Goldman (jgoldman@fkks.com)
Joseph R. Taylor (jtaylor@fkks.com)
Azita M. Iskandar (aiskandar@fkks.com)
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Telephone: (310) 579-9600
Facsimile: (347) 438-2156

Attorneys for Defendants
Cloud Imperium Games Corp. and Roberts Space Industries Corp.

(BY HAND DELIVERY) I served the foregoing document by placing it in an envelope addressed to the persons listed above and providing the envelope to a professional courier service for delivery.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 19, 2018**, at Los Angeles, California.

Nandi L. Berglund
Type or Print Name

/s/ Nandi L. Berglund
Signature

EXHIBIT "B"

1 JAMES Y. PAK (SBN 304563)
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14 Attorneys for Plaintiff,
15 Crytek GmbH

16 **IN THE UNITED STATES DISTRICT COURT**
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19 CRYTEK GMBH,

20 Plaintiff,

21 v.

22 CLOUD IMPERIUM GAMES CORP.
and ROBERTS SPACE INDUSTRIES
23 CORP.,

24 Defendants.
25
26
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Case No. 2:17-cv-08937-DMG-FFM

**PLAINTIFF CRYTEK GMBH'S
FIRST SET OF
INTERROGATORIES TO
DEFENDANTS**

Judge: Hon. Dolly M. Gee

Served: January 19, 2018 (by hand)

1 Please take notice that, pursuant to Rules 26 and 33 of the Federal Rules of
2 Civil Procedure and the Local Rules of the United States District Court for the
3 Central District of California, Plaintiff Crytek GmbH ("Crytek") hereby requests
4 Defendants Cloud Imperium Games Corporation ("CIG") and Roberts Space
5 Industries Corporation ("RSI") (collectively, "Defendants") answer, in writing and
6 under oath, the following interrogatories within 30 days from the date of service, to
7 be served upon Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand
8 Avenue Suite 3400, Los Angeles, CA 90071.

9 **DEFINITIONS**

10 Unless otherwise defined, all words and phrases used herein shall be accorded
11 their usual meaning and shall be interpreted in their common, ordinary sense. As
12 used in these requests, the words set forth below shall be defined as follows:

13 1. The term "COMMUNICATIONS" should be interpreted in its broadest
14 sense to include without limitation all oral or written communications, including but
15 not limited to any writings, e-mails, or other electronically-stored information as that
16 term is defined by Fed. R. Civ. P. 34(a).

17 2. The term "COMPLAINT" means the First Amended Complaint filed by
18 Crytek in this litigation on January 2, 2018 and any amendments thereto.

19 3. The term "CONCERNING" should be construed in the broadest
20 possible sense to mean referring, regarding, containing, identifying, monitoring,
21 constituting, reflecting, embodying, comprising, stating, dealing with, commenting
22 on, responding to, analyzing, and describing, consisting of, discussing, evidencing,
23 mentioning, pertaining to, citing, summarizing, or bearing any logical or factual
24 connection with the matter discussed, as these terms are understood in the broadest
25 sense.

26 4. The term "CRYENGINE" means all versions of the source code, object
27 code, or software for the Crytek CryEngine video game engine, in whole or in part,
28 including but not limited to CryEngine 3.

1 5. The term "CRYTEK" means Crytek GmbH and its successors,
2 divisions, subsidiaries, and affiliates, located both in the United States and in any
3 other country, each other person directly or indirectly, wholly or in part, owned or
4 controlled by it, and each joint venture to which it is a party, and all present and
5 former directors, officers, employees, agents, consultants, or other persons acting for
6 or on behalf of it.

7 6. The term "DEFENDANTS" means CIG and RSI, conjunctively and
8 disjunctively, and includes CGI, RSI, and their respective successors, divisions,
9 subsidiaries, and affiliates, located both in the United States and in any other
10 country, each other person directly or indirectly, wholly or in part, owned or
11 controlled by CIG or RSI, and each joint venture to which CIG or RSI is a party, and
12 all present and former directors, officers, employees, agents, consultants, or other
13 persons acting for or on behalf of CIG or RSI. By way of example only, a request
14 for documents from DEFENDANTS should be construed as a request for documents
15 from CIG, a request for documents from RSI, and a request for documents from both
16 CIG and RSI.

17 7. The term "DOCUMENTS" means any written, printed, typed, recorded,
18 or graphic matter, however produced, reproduced or stored, including the originals
19 and all non-identical copies, whether different from the originals by reason of any
20 notations made on such copies or otherwise, in the actual or constructive possession,
21 custody, or control of Defendants, including, but not limited to, contracts, letter
22 agreements, records, correspondence, COMMUNICATIONS, electronically stored
23 information, e-mails, tweets, Web log (blog) or Web forum posts or comments, text
24 messages on portable devices, Blackberry Messenger messages, SMS messages,
25 memoranda, handwritten notes, source code comments, source repository logs,
26 records or summaries of negotiations, records or summaries of interviews or
27 conversations, audio or video recordings, all Web-based media, photographs,
28 corporate minutes, diaries, telephone logs, instant messaging logs, chat room logs,

1 schedules, drawings, product storyboards, product mockups, statistical statements,
2 work papers, disks, data cards, films, data processing files, charts, graphs,
3 microfiche, microfilm, contracts, notices, reports, recitals, statements, worksheets,
4 abstracts, resumes, summaries, jottings, market data, books, journals, ledgers, audits,
5 maps, diagrams, research documents, newspapers, appointment books, desk
6 calendars, project management charts task management records (e.g., To-do lists),
7 expense reports, computer printout and other computer readable or electronic
8 records, and all drafts or modifications thereof, and all non-identical copies of any
9 such items. Any such DOCUMENT bearing on any sheet or part thereof of any
10 marks such as initials, stamped indices, comments, or notations or any character or
11 characters which are not part of the signed text or photographic reproduction thereof
12 is to be considered as a separate DOCUMENT. Where there is any question about
13 whether a tangible item otherwise described in these requests falls within the
14 definition of "DOCUMENTS," such tangible item shall be produced.

15 8. The term "PERSONS" means and refers to any natural person, firm,
16 corporation, partnership, group, association, governmental entity, or business entity.

17 9. The term "PRODUCT" or "PRODUCTS" means and refers to each
18 good, product, service, or thing made, sold, offered for sale, imported, distributed, or
19 currently being developed by DEFENDANTS, past or present, including but not
20 limited to Star Citizen, Squadron 42, and any game engines embedded within
21 PRODUCTS, including but not limited to CRYENGINE or Amazon Lumberyard.

22 10. The words "and" and "or" shall be construed both conjunctively and
23 disjunctively, and each shall include the other wherever such dual construction will
24 serve to bring within the scope of a request any DOCUMENTS which otherwise
25 would not be brought within its scope.

26 11. "Any" and "all" are mutually interchangeable and are meant to
27 encompass each other.

28 12. The singular includes the plural and vice versa.

1 13. The past tense shall be construed to include the present tense and vice
2 versa.

3 **INSTRUCTIONS**

4 1. Each interrogatory shall be answered fully, in writing and under oath,
5 unless it is objected to, in which event Defendants shall state the reason(s) for
6 objection and shall answer the interrogatory to the extent the interrogatory is not
7 objected to. Additionally, the objection must state whether any responsive materials
8 are being withheld on the basis of that objection.

9 2. If in responding to these interrogatories, Defendants encounter any
10 ambiguity, Defendants shall set forth the matter deemed ambiguous and the
11 construction used in responding.

12 3. These interrogatories are continuing in nature. If after answering the
13 interrogatories, Defendants obtain or become aware of any information or answers
14 which are responsive to these interrogatories, supplementary responses are required.

15 4. If Defendants cannot answer the following interrogatories in full after
16 exercising due diligence to secure the full information to do so, Defendants shall
17 state an answer to the extent possible, specifying Defendants' inability to answer the
18 remainder, stating whatever information or knowledge Defendants have concerning
19 the unanswered portion, and detailing what was done in attempting to secure the
20 unknown information.

21 5. If Defendants answer any interrogatory by referencing responsive
22 documents in accordance with Fed. R. Civ. P. 33(d), Defendants shall produce any
23 such document and provide the Bates Numbers for those documents in the response
24 to the specific interrogatory.

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INTERROGATORIES

INTERROGATORY NO. 1:

For each version of the PRODUCTS, identify (a) the title of the version; (b) the version build number; (c) the date on which the version was built; (d) the physical location of the version; (e) the date on which the version was released to the public, if released; (f) the name(s) of the game engine(s) used in the version; and (g) the build number(s) of the game engine(s) used.

1 Dated: January 19, 2018

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Attorneys for Plaintiff
Crytek GmbH

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071. My email address is nandi.berglund@skadden.com.

On January 19, 2018, I served documents described as:

PLAINTIFF CRYTEK GMBH'S FIRST SET OF INTERROGATORIES

on the interested parties in this action as follows:

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Attorneys for Defendants
Cloud Imperium Games Corp. and Roberts Space Industries Corp.

(BY HAND DELIVERY) I served the foregoing document by placing it in an envelope addressed to the persons listed above and providing the envelope to a professional courier service for delivery.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 19, 2018**, at Los Angeles, California.

Nandi L. Berglund
Type or Print Name

/s/ Nandi L. Berglund
Signature