

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

TEOCO Corporation,)
)
 Plaintiff,)
 v.)
)
 Razorsight Corporation, Sundeep)
 Sanghavi and Shital Sanghavi,)
)
 Defendants.)
)
 and)
)
 Razorsight Corporation,)
)
 Counterclaimant,)
)
 v.)
)
 TEOCO Corporation and Atul Jain,)
)
 Counterclaim Defendants.)

Case No.: 1:07cv887 CMH/BRP

**DEFENDANT SUNDEEP SANGHAVI’S OBJECTIONS
AND ANSWERS TO PLAINTIFF TEOCO’S FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Local Rule 26 of the United States District Court for the Eastern District of Virginia, Defendant Sundeep Sanghavi (“Mr. Sanghavi” or “Defendant”), by counsel, serves his Objections and Answers to Plaintiff TEOCO Corporation’s (“TEOCO” or “Plaintiff”) First Set of Interrogatories to the extent the Answers are not subject to objection and states as follows.¹ Mr. Sanghavi also incorporates by reference and restates all of his previously noted General Objections hereto.

¹ Mr. Sanghavi incorporates by reference and restates in full the defined terms set forth in his written discovery to TEOCO.

ANSWERS TO INTERROGATORIES

1. Identify any TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in your possession between April 7, 2001 and January 2, 2002.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi identify any TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in his possession between April 7, 2001 and January 2, 2002 when only a limited amount of such information, documents, software, and “proprietary materials” are at issue in this action. Mr. Sanghavi also objects to this Interrogatory on the grounds that the term “TEOCO proprietary materials” is vague and ambiguous. Mr. Sanghavi also incorporates by reference and restates in full General Objections 4 and G set forth above.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Between April 7, 2001 and January 2, 2002, Mr. Sanghavi did not have in his possession any of the property labeled by TEOCO in the Amended Complaint as proprietary or as a trade secret. During this period, Mr. Sanghavi did not have in his possession any of the Asserted Copyrights, as that term is defined in Mr. Sanghavi’s first discovery requests to TEOCO.

2. Identify any TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in your possession between January 3, 2002 and April 3, 2003.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi identify any TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in his possession between January 3, 2002 and April 3, 2003 when only a limited amount of such information, documents, software, and “proprietary materials” are at issue in this action. Mr. Sanghavi also objects to this Interrogatory on the grounds that the term “TEOCO proprietary materials” is vague and ambiguous. Mr. Sanghavi also incorporates by reference and restates in full General Objections 4 and G set forth above.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Mr. Sanghavi incorporates by reference Exhibit A to the Marketing Agreement executed by TEOCO and NISCO on or about January 3, 2002, which is also presently in TEOCO’s possession, custody, and control.

Mr. Sanghavi also had access to the following items in or around June 2002 in connection with a contract executed by Razorsight and a company called Allegiance Telecom and in the course of his duties and responsibilities as an employee of

Razorsight (Mr. Sanghavi believes that TEOCO had and has knowledge of this agreement between Razorsight and Allegiance Telecom): BillTrak Pro Application, BillTrak Pro database, BillTrak Pro loaders (CABS, SECAB, and EDI 811, but note that Mr. Sanghavi is not completely aware of the extent of his access to these loaders), load scripts, a data model, and manuals / documents pertaining to BillTrak Pro. Razorsight received a copy of a tool known as STIGMA object code from Mrs. Sanghavi in March or April, 2003, a fact known to Mr. Sanghavi at the time. This answer may be supplemented.

3. Identify all TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in your possession after April 3, 2003.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi identify any TEOCO information, documents, and software, including TEOCO proprietary materials, that was at any time in his possession between January 3, 2002 and April 3, 2003 when only a limited amount of such information, documents, software, and “proprietary materials” are at issue in this action. Mr. Sanghavi also objects to this Interrogatory on the grounds that the term “TEOCO proprietary materials” is vague and ambiguous. Mr. Sanghavi also incorporates by reference and restates in full General Objections 4 and G set forth above.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Mr. Sanghavi incorporates by reference and restates his answer to the preceding Interrogatory. Also, in the course of his duties and responsibilities as an employee of Razorsight Mr. Sanghavi also had access to a CABS version 37 loader believed to be TEOCO’s. This answer may be supplemented.

4. Describe all facts and circumstances surrounding your, or any other defendant's, acquisition of the items identified in your response to Interrogatory Nos. 1, 2 and 3.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi describe all facts and circumstances surrounding his, or any other defendant's, acquisition of the items identified in his response to Interrogatory Nos. 1, 2 and 3. Mr. Sanghavi shall only provide information concerning him. Mr. Sanghavi also objects to this Interrogatory to the extent it requests disclosure of information protected from disclosure by the marital communications privilege.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

With respect to Mr. Sanghavi's Answer to Interrogatory No. 1 (relevant time period: April 7, 2001 through January 2, 2002), Mr. Sanghavi did not have in his possession any of the property labeled by TEOCO in the Amended Complaint as proprietary or as a trade secret. During this period, Mr. Sanghavi did not have in his possession any of the Asserted Copyrights, as that term is defined in Mr. Sanghavi's first discovery requests to TEOCO.

With respect to Mr. Sanghavi's Answer to Interrogatory No. 2 (relevant time period: January 3, 2002 through April 3, 2003), Mr. Sanghavi had access to the items listed in Exhibit A to the Marketing Agreement pursuant to the terms of that agreement. Mr. Sanghavi had access to the remaining items, except for the STIGMA object code and the CABS version 37 loader mentioned above pursuant to the agreement between Razorsight and Allegiance Telecom.

In or around June 2002, a company called Allegiance Telecom requested assistance from Razorsight in building a complex reporting tool to assist Allegiance Telecom in utilizing programs it was already operating using spreadsheets linked with a web interface. In this project, which was referred to by Razorsight as the Allegiance Telecom Market Expense Report project, Razorsight contracted to provide Allegiance Telecom with the capability of taking data stored in Allegiance's licensed BillTrak Pro system and organizing the telco cost data by market, carrier, service type and recurrence. Part of this organization and rules generation included identification by Circuit Type along with many other look-up items. Allegiance Telecom's stated objective was to allow its managers to analyze telco costs against its revenues and sales numbers. Razorsight developed and applied rules, written as SQL Script, to code and store the data and then pull it into a front end web portal where Allegiance managers could view it. To accomplish this task, Razorsight accessed and viewed both a TEOCO data model within the BillTrak Pro application and manuals to understand how BillTrak Pro coded Circuit Type to capture this information in the coded and stored data used to generate the Market Expense Report. The final product produced by Razorsight for Allegiance was called a "Market Expense Report." Allegiance and Razorsight memorialized this arrangement through a written

agreement and pursuant to this contract, Allegiance provided Razorsight with the items listed above, and in the course of his ordinary duties and responsibilities at Razorsight with respect to the Allegiance contract, Mr. Sanghavi believes he received these items with TEOCO's knowledge.

With respect to the STIGMA object code, Mrs. Sanghavi was provided access to STIGMA by Wayne Phares, a co-worker of hers while she was employed by TEOCO, and the testing tool was placed on her machine. Mrs. Sanghavi cannot recall precisely how she was provided access to STIGMA, but she did not improperly access STIGMA as alleged in the Amended Complaint. Rather, Mr. Phares either accessed what was called the TEOCO "QA Server" using Mrs. Sanghavi's TEOCO work computer and copied the STIGMA tool to that machine, or Mrs. Sanghavi accessed the "QA Server" herself with Mr. Phares' full knowledge and approval and copied the STIGMA tool to her machine. To be clear, there was no surreptitious or unauthorized access on the part of Mrs. Sanghavi to the STIGMA tool while she was employed by TEOCO as is suggested in the Amended Complaint.

After the AIM Capture parsers were built, the paper to SECAB conversion process was automated, and various supporting applications were included with the AIM Capture program. Some of these supporting applications, also known as "framework," contained utility and system configuration files. Some of this "framework" was taken from a TEOCO data loader, but Mr. Sanghavi believes at this time, that part of the loaders used in the framework were generic and widely available from sources other than TEOCO.

Also, in March 2003, Razorsight and Mrs. Sanghavi received "DB Sequence

Scripts” and a TEOCO Data Model script from a TEOCO employee who Mr. Sanghavi believes is named Jingdong Xianyu (Ms. Xianyu goes by the nick-name “Carrie”).

In or around August 2003, Mr. Sanghavi was provided access to TEOCO data loader source code by Mrs. Sanghavi.

5. Describe all facts and circumstances surrounding your, or any other defendant's, destruction or any other disposition of the items identified in your response to Interrogatory Nos. 1, 2 and 3.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi describe all facts and circumstances surrounding his, or any other defendant's, destruction or any other disposition of the items identified in his response to Interrogatory Nos. 1, 2 and 3 when only a limited amount of such information, documents, software, and "proprietary materials" are at issue in this action.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Mr. Sanghavi has not destroyed or disposed of any of the TEOCO property previously listed in his Answers to TEOCO Interrogatory Answers 1, 2, or 3. Mr. Sanghavi has instructed employees of Razorsight on several occasions to cease all use of the tool known as STIGMA.

6. Describe all facts and circumstances surrounding your, or any other defendant's, use of the items identified in your response to Interrogatory Nos. 1, 2 and 3, including any copying of those items, distribution of those items, and incorporation of those items, in whole or in part, into any Razorsight software.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence to the extent it requests that Mr. Sanghavi describe all facts and circumstances surrounding his, or any other defendant's, use of the items identified in his response to Interrogatory Nos. 1, 2 and 3, including any copying of those items, distribution of those items, and incorporation of those items, in whole or in part, into any Razorsight software when only a limited amount of such information, documents, software, and "proprietary materials" are at issue in this action. Mr. Sanghavi also objects to this Interrogatory to the extent it requests disclosure of information protected from disclosure by the marital communications privilege.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Discovery in this action is ongoing, and at this time, Mr. Sanghavi is not fully aware of the extent, if any, of the incorporation of the items listed in response to TEOCO's Interrogatories 1 through 3. This answer may be supplemented.

Mr. Sanghavi refers TEOCO to his response to TEOCO Interrogatory No. 4.

Mr. Sanghavi incorporates by reference and refers TEOCO to the Marketing

Agreement executed by TEOCO and NISCO.

With respect to the TEOCO property provided to Razorsight under the terms of the contract entered into by Razorsight and Allegiance, Razorsight employees, including, but not limited to, Mr. Sanghavi, worked with Allegiance Telecom to create the Market Expense Report described above. Mr. Sanghavi is unaware of any copying or distribution of the TEOCO materials used in connection with the Allegiance contract that was contrary to the terms of that agreement.

In or around March 2003, Mrs. Sanghavi and Dharmesh Trivedi, both then Razorsight employees, were responsible for designing and building a Razorsight product called AIM Capture, under the direction of Shawn Gallagher. Mrs. Sanghavi developed parser technology and Mr. Trivedi aided in the project by providing functional requirements of SECAB. The parser code designed to convert a paper invoice or bill to SECAB output format was written by Razorsight employees, specifically Mrs. Sanghavi. Once SECAB output was obtained, this output needed to be tested. At this time, Mrs. Sanghavi provided Razorsight with STIGMA, as a tool to test the SECAB output in the initial designs of AIM Capture. STIGMA was not incorporated into any Razorsight product.

In and around August 2003, Razorsight developed a CABS data loader in connection with its contract to build the Online BillViewer for Verizon. TEOCO data loader source code obtained from Mrs. Sanghavi was used as a reference in building Razorsight's data loader. At this time, Razorsight was also provided with several bills from Verizon which were analyzed by Razorsight for the purposes of constructing a data

model to be used in connection with Online BillViewer. A TEOCO invoice data model during the Allegiance Telecom MER project was referenced during the development of Razorsight's data model on the Online BillViewer project.

In or around September 2003, a TEOCO employee, Jitendra Kalyandurg, sent Mrs. Sanghavi received an outdated/legacy version of a TEOCO CABS loader to be used by Razorsight as a reference to create a CABS loader in connection with the development of Online BillViewer.

In April 2004, Razorsight entered into a channel partnership agreement with CTI Group to build an application to manage telecom invoices for several large companies. From approximately May through July, 2004, Razorsight employees, including Mr. Sanghavi, Sasi Tenneti, Vijaya Pera, Hetal Vora, Afzal Memon, and Kali Bhagawati, developed a proto-type of an application called ADRAP. ADRAP stands for Audit, Dispute, Reconcile, Allocate, and Pay, and was designed as a means by which companies' communications costs could be effectively managed. As a part of ADRAP's design, Razorsight used the Online BillViewer data model. During the infant stages of the design of the Online BillViewer data model, Mr. Sanghavi believes that Razorsight referenced a BillTrak Pro Invoice data model as a starting point to create a different data model. For example, field names and some of the relations within the Razorsight model's tables were altogether different from TEOCO's model. No TEOCO code was used to build the ADRAP application data model or its functionalities.

In or around August 2004, Razorsight opened an office in Bangalore, India for the AIM Capture production work. At some point after August 2004, Razorsight

employees in India were provided access to STIGMA. Mr. Sanghavi is not certain as to how this access was granted. STIGMA was used to test SECAB output. Mr. Sanghavi made several requests to the individuals working on the AIM Capture team to cease all use of STIGMA.

In or around August and September 2004, Razorsight was awarded a contract with AT&T to audit AT&T's invoices. Employees at Razorsight, including Mrs. Sanghavi, and Mr. Bhagawati, referenced a TEOCO SECAB and EDI 811 data loader to create a data loader for use by Razorsight. The Razorsight data loaders that were created for use on this contract with AT&T were mapped to the Razorsight data model.

7. If you contend that the Manuals, the Data Model and EDI 811 are not copyrightable works, explain all bases for that contention.

OBJECTION: Mr. Sanghavi has no specific objection to this Interrogatory.

ANSWER: Subject to and without waiving his previously noted General Objections, Mr. Sanghavi states that discovery in this action is ongoing. Mr. Sanghavi incorporates by reference and restates the answer provided by Razorsight to Interrogatory No. 5 served by TEOCO on Razorsight. This answer may be supplemented.

8. Describe your relationship with Razorsight, including the terms of your employment and your role and responsibilities at Razorsight.

OBJECTION: Mr. Sanghavi has no specific objection to this Interrogatory.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Mr. Sanghavi was one of the original members of NISCO, which ultimately became Razorsight. Mr. Sanghavi has had numerous duties and responsibilities at these companies, including, but not limited to, sales, operations, product development and testing, and strategic management.

In 2001 and 2002, Mr. Sanghavi also assisted NISCO in obtaining the certifications needed to become a government contractor. In 2005, Mr. Sanghavi became known as the Chairman and Founder of Razorsight, and while his position required numerous duties and responsibilities, including, but not limited to, developing directional strategy with respect to the company, product development, market development, attendance and participation during company Board Meetings, his primary focus was sales and research and development. In 2006, Mr. Sanghavi transitioned into more of an operational role with Razorsight. In 2007, Mr. Sanghavi transitioned back into sales duties for and he presently focuses much of his efforts on behalf of the company in this regard.

9. Detail your ownership, if any, of Razorsight shares from 2001 through the present.

OBJECTION: Without waiving his previously noted general objections, Mr. Sanghavi objects to this Interrogatory on the grounds that it seeks information that is irrelevant and/or immaterial, and is not calculated to lead to the discovery of admissible evidence.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

In or around 2001, Mr. Sanghavi owned approximately 98% of the shares in NISCO. In or around 2003, this ownership share was reduced to approximately 88%. In or around 2004, this ownership share was reduced to approximately 86.5%. In or around 2005, this ownership share was reduced to approximately 34.9%. In or about the Fall of 2007, this ownership share was reduced to 17%. Mr. Sanghavi believes that his ownership is estimated to be 3%.

10. Describe your relationship with TEOCO, including the terms of your employment, your role and responsibilities at TEOCO as an employee and later as a marketing representative, and the circumstances surrounding the cessation of your relationship with TEOCO.

OBJECTION: Mr. Sanghavi has no specific objection to this Interrogatory.

ANSWER: Subject to and without waiving his previously noted General and Specific Objections, Mr. Sanghavi states as follows:

Mr. Sanghavi was introduced to TEOCO by Debbie Burd, and he met with Atul Jain in 1997 to discuss potential employment with the company. Mr. Sanghavi was hired on a part-time basis by TEOCO on or about September 2, 1997. Mr. Sanghavi became a full-time employee of TEOCO in December 1997, and at that time, he focused his work with TEOCO on developing a vision for the construction of three products for TEOCO: (i) a Telco Cost Management tool; (ii) a Network Cost Optimization Tool; and (iii) Revenue Assurance. In addition, Mr. Sanghavi also worked to help develop ideas for TEOCO products, as well as identifying potential individuals or entities that would assist in the development of these products.

Mr. Sanghavi introduced representatives of TEOCO to Bill Wilke for the purpose of acquiring products owned by Mr. Wilke. Mr. Sanghavi also helped negotiate a transaction with CCMI to build the CCMI Telview Plus Ratedatabase. Subsequently, TEOCO acquired Mr. Wilke's company. TEOCO also hired Tom Kins to scale the organization and to assist with building products. During this time, Mr. Sanghavi was heavily involved in requirement and analysis and SQL analysis. As the team on which

Mr. Sanghavi worked grew and expanded, he transitioned into a sales and marketing role at TEOCO. He personally closed many sales transactions for TEOCO and assisted other TEOCO sales executives on sales transactions.

Mr. Sanghavi incorporates and restates the terms of the Marketing Representative Agreement. Pursuant to the Marketing Representative Agreement NISCO and later Razorsight agreed to market TEOCO's products and services, as those terms are defined in that agreement. As an employee of Razorsight, Mr. Sanghavi assisted with a transaction between TEOCO and CBeyond, as well as a transaction with TEOCO and Verizon Wireless. TEOCO did not have desire to continue the marketing agreement, and thus, it was terminated in or around April 2003. Mr. Sanghavi enjoys personal and professional relationships with various employees and former employees of TEOCO.

Respectfully submitted,

SUNDEEP SANGHAVI

By: 

Kathleen J.L. Holmes
Virginia State Bar No. 35219
Counsel for Defendant
WILLIAMS MULLEN, P.C.
8270 Greensboro Drive, Suite 700
McLean, Virginia 22102
Phone: (703) 760-5200
Fax: (703) 748-0244
kholmes@williamsmullen.com

Edward M. Eakin, III
Virginia State Bar No. 70964
Counsel for Defendant
WILLIAMS MULLEN, P.C.
P.O. Box 1320
Richmond, Virginia 23218-1320
Telephone: (804) 643-1991
Facsimile: (804) 783-6507
eeakin@williamsmullen.com

*Counsel for Defendants Sundeep
Sanghavi and Shital Sanghavi*

CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing Objections and Answers to Interrogatories served by TEOCO Corporation on Sundeep Sanghavi were served by e-mail, this 4th day of February, 2008, on the following:

Dana J. Finberg
David J. Sensenig
Nicole B. Hardin
LECLAIRRYAN, A Professional Corporation
Riverfront Plaza, East Tower
951 East Byrd Street
Post Office Box 2499
Richmond, Virginia 23218-2499

Counsel for Defendant Razorsight, Inc.

Michael W. Robinson
William D. Dolan, III
VENABLE LLP
8010 Towers Crescent Drive
Suite 300
Vienna, VA 22182
703-760-1600 (telephone)
703-821-8949 (facsimile)

Julie A. Petruzzelli
VENABLE LLP
575 7th Street, NW
Washington, DC 20004-1601
202-344-8538 (telephone)
202-344-8300 (facsimile)

Counsel for Plaintiff


