

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

ARENDI S.A.R.L.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 12-1595-LPS
	)	
LG ELECTRONICS, INC.,	)	<b>Original Version Filed: Feb. 18, 2020</b>
LG ELECTRONICS USA, INC. and	)	<b>Public Version Filed: Feb. 25, 2020</b>
LG ELECTRONICS MOBILECOMM U.S.A.,	)	
INC.,	)	
	)	
Defendants.	)	
ARENDI S.A.R.L.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 12-1596-LPS
	)	
APPLE INC.,	)	<b>Original Version Filed: Feb. 18, 2020</b>
	)	<b>Public Version Filed: Feb. 25, 2020</b>
Defendant.	)	
ARENDI S.A.R.L.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 12-1597-LPS
	)	
BLACKBERRY LIMITED and	)	<b>Original Version Filed: Feb. 18, 2020</b>
BLACKBERRY CORPORATION,	)	<b>Public Version Filed: Feb. 25, 2020</b>
	)	
Defendants.	)	
ARENDI S.A.R.L.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 12-1599-LPS
	)	
MICROSOFT MOBILE INC.,	)	<b>Original Version Filed: Feb. 18, 2020</b>
	)	<b>Public Version Filed: Feb. 25, 2020</b>
Defendant.	)	

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ARENDI S.A.R.L.,  
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 )  
 Plaintiff,  
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 v.  
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 )  
 MOTOROLA MOBILITY LLC  
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 f/k/a MOTOROLA MOBILITY, INC.,  
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 )  
 Defendant.  
 )

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C.A. No. 12-1601-LPS  
**Original Version Filed: Feb. 18, 2020**  
**Public Version Filed: Feb. 25, 2020**

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ARENDI S.A.R.L.,  
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 Plaintiff,  
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 v.  
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 )  
 SONY MOBILE COMMUNICATIONS (USA)  
 )  
 INC. f/k/a SONY ERICSSON MOBILE  
 )  
 COMMUNICATIONS (USA) INC.,  
 )  
 SONY CORPORATION and  
 )  
 SONY CORPORATION OF AMERICA,  
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 )  
 Defendants.  
 )

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C.A. No. 12-1602-LPS  
**Original Version Filed: Feb. 18, 2020**  
**Public Version Filed: Feb. 25, 2020**

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ARENDI S.A.R.L.,  
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 Plaintiff,  
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 v.  
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 GOOGLE LLC,  
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 Defendant.  
 )

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C.A. No. 13-919-LPS  
**Original Version Filed: Feb. 18, 2020**  
**Public Version Filed: Feb. 25, 2020**

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ARENDI S.A.R.L.,  
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 Plaintiff,  
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 )  
 v.  
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 )  
 OATH HOLDINGS INC. and OATH INC.,  
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 )  
 Defendants.  
 )

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C.A. No. 13-920-LPS  
**Original Version Filed: Feb. 18, 2020**  
**Public Version Filed: Feb. 25, 2020**

### DECLARATION OF MAX STRAUS

1. I am an attorney representing Arendi S.à.r.l. in the above-captioned cases.
2. Arendi S.à.r.l. retained [REDACTED] as an expert witness on infringement in *Arendi S.A.R.L. v. LG Electronics, Inc., et al.*; *Arendi S.A.R.L. v. Apple Inc.*; *Arendi v. Google LLC*; *Arendi S.A.R.L. v. Blackberry Ltd. and Blackberry Corp.*; *Arendi S.A.R.L. v. Microsoft Mobile Inc.*; *Arendi S.A.R.L. v. Sony Mobile Communications (USA) Inc., et al.*; and *Arendi S.A.R.L. v. Oath Holdings Inc. and Oath Inc.* on August 5, 2019. [REDACTED] was also retained to testify in *Arendi S.A.R.L. v. HTC Corp. et al.*
3. Because [REDACTED] was unable to serve as an expert witness in *Arendi S.A.R.L. v. Motorola Mobility LLC*, Arendi retained [REDACTED] assistant, [REDACTED], to serve as an infringement expert witness in that case. [REDACTED] was retained via [REDACTED] firm, [REDACTED].
4. On January 21, 2020, Mr. [REDACTED] wrote to Arendi's attorneys asking that [REDACTED], who lacks experience as a testifying expert, replace him as the expert witness in *Arendi S.A.R.L. v. LG Electronics, Inc., et al.*; *Arendi S.A.R.L. v. Apple Inc.*; and *Arendi S.A.R.L. v. Microsoft Mobile Inc.*—in addition to *Arendi S.A.R.L. v. Motorola Mobility LLC*. [REDACTED] indicated that his commitments to several other clients with trials scheduled for the coming months limited his availability in the Arendi matters and prompted him to recommend that he be replaced as the testifying expert on the three Arendi cases.
5. [REDACTED] email of January 21, 2020, was the first time that he had informed Arendi's attorneys that he would be unable to fulfill his commitments to Arendi because he had overextended himself with a trial schedule of which Arendi had not previously been informed.
6. On January 27, 2020, [REDACTED] informed Arendi's attorneys of further time commitments that made him unable to fulfill his duties to Arendi, including preparation for depositions. These activities for other clients included three expert reports, a minimum of seven declarations, and four trials in the coming months. The trials alone left him unavailable from February 9 to 18, February 20 to March 4, and April 10 to June 12. [REDACTED] had not previously informed Arendi of these commitments.
7. [REDACTED] email of January 27 contrasted sharply with his statements during an initial interview on July 17, 2019. During that interview, I specifically asked [REDACTED] about his degree of availability. [REDACTED] assured me that he had sufficient time to work on Arendi's cases and to prepare expert reports for them. [REDACTED] noted that he had a trial scheduled for October 2019 but was otherwise flexible and that [REDACTED] would continue working on matters related to the reports while [REDACTED] was in trial. [REDACTED] did not identify other scheduling conflicts at that time.
8. As of February 4, 2020, neither [REDACTED] nor [REDACTED] had provided work product demonstrating an ability to complete their expert reports. [REDACTED] professed

unavailability—combined with the failure to complete other assignments taken on by his firm in prior months—caused Arendi to conclude that he could not finish the reports and that, even if he did, his schedule did not permit him to adequately prepare or sit for depositions. Accordingly, Arendi terminated its engagement of [REDACTED] and [REDACTED] as experts.

9. Arendi has acted to replace [REDACTED] with other testifying experts. On January 24, 2020, my co-counsel and I asked Dr. John Levy—Arendi’s previously intended validity expert—to take over a number of the cases assigned to Messrs. [REDACTED] and [REDACTED].
10. On January 24, 2020, I wrote to counsel for the defendants in *Arendi S.A.R.L. v. LG Electronics, Inc., et al.*, *Arendi S.A.R.L. v. Apple Inc.*, and *Arendi S.A.R.L. v. Motorola Mobility LLC* requesting that Dr. Levy be granted access to material designated as “Outside Counsel Only – Source Code” under the protective order and that he be permitted to review produced code. Dr. Levy had already been cleared under the protective order to access “Confidential” and “Outside Counsel Only” designated material.
11. Motorola refused permission on January 30, 2020. The LG defendants refused to allow inspection of source code on January 30—later approving access to material already in Arendi’s possession on February 7, 2020. Apple refused to grant Mr. Levy any access on February 3. As a result, Dr. Levy has been delayed in his ability to work on Arendi’s expert infringement reports.
12. I declare under the penalty of perjury that the foregoing is true and correct.

Executed in New York, New York on February 18, 2020



MAX STRAUS