

EXHIBIT A

PAUL HASTINGS

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March 29, 2021

VIA E-MAIL

Matt Ford
Bartlit Beck LLP
Courthouse Place
54 West Hubbard Street
Chicago, IL 60654
Matthew.Ford@BartlitBeck.com

Re: *Elm 3DS Innovations, LLC v. Samsung Elecs. Co., Ltd., et al.*, No. 14-cv-1430-LPS (D. Del.)

Dear Matt:

We write on behalf of Samsung, Micron, and SK hynix regarding Elm's supplemental response of March 12, 2021 to Defendants' Common Interrogatory No. 4, which requests Elm to "Identify each agreement and relationship that YOU have with any person or entity that has a financial stake in any of these Cases" Elm's response is incomplete and does not adequately respond to the interrogatory.

First, Elm's response states that it entered into an agreement with Epicenter Law, P.C. on June 20, 2014 that sets forth the amount that Ron Epstein (through Epicenter Law, P.C.) would receive for any recovery in this case. This agreement is responsive to Defendants' RFP Nos. 40, 71, 73, 79, 82-83, 93 and 99 and relevant at least to witness bias. But we are not aware of any assertion of privilege over this agreement to justify its withholding from production. Indeed, the agreement between Elm and Epicenter does not appear to be an attorney-client communication, work product, or otherwise protected from disclosure. *See Montgomery County v. Microvote Corp.*, 175 F.3d 296, 304 (3rd Cir. 1999) ("The attorney-client privilege does not shield fee arrangements."); *United States v. Kossak*, 275 F. Supp. 2d 525, 533 (D. Del. 2003) ("[T]he Third Circuit has consistently held that 'in the absence of unusual circumstances, the [attorney-client] privilege does not shield the fact of retention, the identity of clients, and fee arrangements.'" (citation omitted)). As such, Defendants are entitled to the document and Elm has no basis to withhold it.

Second, Elm's response quotes a provision from the agreement that includes a number of terms lacking definitions and thus context. For example, Elm's response refers to "Gross Revenue," but does not provide a definition for that term. We also cannot determine which amounts constitute "Guaranteed Payments" and which amounts constitute "Contingent Revenue." Without the definitions and full context for these terms, including other provisions or limitations in the agreement in which they may appear, it is difficult to assess the total amount that Epstein is expected to receive from any recovery in this litigation.

Third, we do not know the services that Epstein has agreed to provide pursuant to this agreement. We do not know if the agreement covers legal, consultant, expert, testifying, management and/or any other services from Epstein. Without knowing the services for which Elm will compensate Epstein, we cannot assess whether his compensation arrangement is reasonable.

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Therefore, we request production of the June 20, 2014 agreement between Elm and Epicenter to cure the deficiencies in Elm's supplemental interrogatory response. Without it, we cannot fully understand the terms of Epstein's compensation arrangement and assess its reasonableness. We also request the full production of any addenda, amendments or other documents related to the June 20, 2014 agreement, as well as any other responsive documents containing information on Epstein's compensation in exchange for his services in this case.

Best regards,

/s/ Elizabeth L. Brann

Elizabeth L. Brann
of PAUL HASTINGS LLP

EXHIBIT B

PAUL HASTINGS

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November 8, 2021

VIA E-MAIL

Nosson Knobloch
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Denver, CO 80202

Re: *Elm 3DS Innovations, LLC v. Samsung Elecs. Co., Ltd., et al.*, No. 14-cv-1430-LPS (D. Del.)

Dear Nosson:

We write regarding Elm's production of documents from its privilege log following the Court's October 15, 2021 order (D.I. No. 442). We further write regarding deficiencies in Elm's most recent Amended Privilege Log, dated October 25, 2021.

Matching Previous Privilege Log Entries with Produced Documents

On October 15, the Court's ordered Elm to produce and/or reduce redactions for a total of 61 documents corresponding to deficient entries in Elm's privilege log. D.I. No. 422. Subsequently on October 25, Elm produced 59 documents that appear to include at least some of the documents ordered to be produced. However, Elm has provided no information regarding which previous privilege log entries match up with which of the produced documents, leaving Samsung unable to ascertain whether all of the ordered documents have been produced.

Following Elm's production of a quantity of documents from its privilege log earlier this year, Samsung requested and Elm provided information matching up the produced documents with the previous privilege log entries. See S. Jung's April 30, 2021 letter. Please confirm that you will do the same for Elm's October 25 document productions no later than November 12.

Unproduced Documents

Certain of the documents included in Elm's October 25 production reveal the possible existence of other, as yet unproduced documents. In particular, the document bearing Bates numbers ELM3DS00154153-54 appears to be a draft "Equity Investment Term Sheet" containing handwritten notes. Yet Elm does not appear to have produced any other versions of this document, such as any final executed version. Those other versions, as well as any related documents and/or communications, are relevant because they provide information about the value of the asserted patents and about Ron Epstein's compensation. See D.I. No. 442 at 12 (concluding that details about Ron Epstein's compensation have "potential relevance to bias"). Please confirm by no later than November 17 whether Elm has any such documents or communications in its possession, custody, or control that have not yet been produced. If so, Samsung expects those documents and communications to be produced no later than November 19.

While Elm has produced an unredacted copy of the July 8, 2013 Contingent Fee Engagement Agreement between Epicenter Law, P.C. and Elm Technology Corporation pursuant to the Court's October 15 order,

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