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**From:** Carlson, Erik <ecarlson@wsgr.com>  
**Sent:** Thursday, November 29, 2018 5:43 PM  
**To:** Sam Joyner  
**Cc:** Chiji Ofor; WSGR - OVT/IP Bridge; Moore, David E.; Palapura, Bindu A.; TeamIPB\_Omni\_DE\_290; Stamatios Stamoulis; Villarreal, Jose  
**Subject:** [EXT] RE: Godo Kaisha IP Bridge 1 v. OmniVision Technologies, Inc. (C.A. No. 16-290-MN)  
**Attachments:** 2018-11-05 Email from J. Villarreal re Deposition Notice.pdf; 2018-11-06 1st Email from L. Zang.pdf; 2018-11-06 2nd Email from L. Zang.pdf; 2018-11-06 Email from J. Villarreal.pdf; 2018-11-07 Email from E. Carlson.pdf; 2018-11-08 Email from L. Zang.pdf; 2018-11-09 Email from E. Carlson.pdf; 2018-11-27 Email from E. Carlson.pdf; 2018-10-16 Email from E. Carlson.pdf; 2018-11-02 Email from J. Villarreal.pdf; 2018-11-05 Email from J. Villarreal re '677 contentions.pdf

Sam,

Thank you for your email and the opportunity for us to correct the record. Each of the five issues in our letter have been pending for quite some time and the parties' discussed each of them on the November 9, 2018 meet and confer. We have exchanged written correspondence regarding each issue as well. Godo has failed to resolve the issues despite a meet and confer and ample opportunity to do so. Therefore, they are ripe for resolution by the Court. If Godo adequately addresses one or more of the five items in our letter before the December 3 teleconference, we will withdraw that issue.

**1. 677 Contentions.** With regard to the first issue, Godo admitted it needed to correct various things in its '677 patent infringement contentions nearly a month ago at the claim construction hearing. On November 5, 2018, OmniVision counsel sent the attached email asking for updated contentions by November 12. Godo did not update by November 12 or respond to that email. On November 6, OmniVision counsel sent the attached email asking to discuss a motion to strike Godo's contentions on a meet and confer. On the November 9, 2018 meet and confer, the parties addressed this issue and OmniVision's counsel explained that if Godo only removed the words "average density" and left the analysis unchanged that it would be insufficient. OmniVision confirmed that the contentions were discussed and indicated it would raise the issue with the Court in the attached November 9 email. On November 16, the Friday before the week of the Thanksgiving Holiday, Godo served amended contentions that were insufficient for the very reason that OmniVision had warned about on the meet and confer. On November 27, the Tuesday after the Thanksgiving holiday, OmniVision counsel sent the attached email explaining again why the issue was still ripe for Court resolution and offering "to discuss any of the outstanding issues by phone with an aim of reducing and narrowing the disputes presented to the Court at the December 3 teleconference." Godo never responded.

**2. Interrogatory No. 8.** The history of this issue stretches back even further than the first. The deficiency was first discussed on the parties mid-October meet and confer and confirmed in the attached November 7 email from OmniVision counsel. On that first meet and confer, OmniVision told Godo that the Interrogatory required Godo to identify dates for conception and reduction to practice and that Godo had failed to do so. Godo committed to supplement by November 6. Godo failed to supplement by November 6 or provide any update by then as to when OmniVision should expect a supplement. As also shown in the attached November 7 email, OmniVision asked to discuss this issue on the parties next meet and confer, the one that occurred on

attached November 9 email from OmniVision counsel confirms that parties discussed this interrogatory. On November 16 Godo served a supplemental response that was still deficient for the very same reason the parties had discussed multiple times. On November 27, OmniVision counsel sent the attached email confirming the continued deficiency.

**3. Interrogatory No. 14.** The history of this issue mirrors that of the above interrogatory. As shown in the attached emails, it was discussed on two meet and confers, where OmniVision explained that Godo had failed to provide a complete response including the additional information OmniVision now asks the Court to compel Godo to provide. The discussions were confirmed in multiple emails.

**4. Lack of reasonable notice of 3rd party depositions.** OmniVision raised Godo's lack of reasonable notice the same day OmniVision learned of it in the attached November 2, 2018 email from OmniVision counsel. OmniVision sent at least the four additional attached emails in early November regarding the lack of reasonable notice. A November 6, 2018 email from OmniVision counsel, lists this issue as a topic for the November 9, 2018 meet and confer. On that meet and confer OmniVision counsel asked for a list of 3rd party subpoenas and thought that Godo agreed to provide a list and updates as to deposition dates. This was confirmed in the attached November 9, 2018 email from OmniVision counsel. Godo's counsel responded that no agreement had been reached and no list would be provided because Godo took the position it had provided reasonable notice. Thus, OmniVision's counsel confirmed the dispute in the attached November 27, 2018 email.

**5. English translations of documents responsive to Interrogatory 15.** As shown in the attached October 16, 2018 email, this issue was discussed on the mid-October meet and confer. As shown in the attached November 9 email, the parties again discussed this issue on the November 9 meet and confer and specifically informed Godo that "WSGR review suggests that the earlier-cited documents are responsive to ROG 15." Godo said it would evaluate but never provided a supplemental response, translation, or even an update as to Godo's evaluation. This dispute was confirmed in the attached November 27, 2018 email from counsel.

We understand that when the parties called chambers, no specific issues were discussed/enumerated by either side, but each side indicated they would raise have their own disputes. As the above shows, each of the five issues was the subject of at least one meet and confer and emails both before and after the meet and confer. OmniVision has provided Godo ample opportunity to cure these deficiencies and Godo has allowed them to linger late into discovery.

Regards,  
Erik



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**From:** Sam Joyner [mailto:sjoyner@ShoreChan.com]

**Sent:** Thursday, November 29, 2018 8:42 AM

**To:** Villarreal, Jose

**Cc:** Chiji Offer; WSGR - OVT/IP Bridge; David Ellis Moore; Bindu Palapura; TeamIPB\_Omni\_DE\_290; Stamatios Stamoulis

**Subject:** FW: Godo Kaisha IP Bridge 1 v. OmniVision Technologies, Inc. (C.A. No. 16-290-MN)

Jose,

We were surprised to receive OmniVision's letter brief yesterday evening, moving the Court to:

1. strike IP Bridge's amended infringement contentions regarding the '677 patent;
2. strike portions of IP Bridge's supplemental response to Interrogatory No. 8;
3. compel IP Bridge to provide a more "fulsome response" to its supplemental response to Interrogatory No. 14;
4. compel IP Bridge "to provide a list of the third parties to whom it had directed a subpoena, provide an update as to dates that have been proposed for the deposition, and keep OmniVision informed of dates as they are finalized"; and
5. compel IP Bridge to provide English translations of Japanese documents cited in its original response to Interrogatory No. 15, but not cited in its amended response.

When local counsel called the Court's chambers to schedule a teleconference regarding IP Bridge's issues with OmniVision's discovery responses, no one from OmniVision on the called mentioned the above issues. To date, the parties have not met and conferred about [1] IP Bridge's amended infringement contentions, [2] IP Bridge's supplemental response to Interrogatory No. 8, or [3] IP Bridge's supplemental response to Interrogatory No. 14—because OmniVision has never requested such a conference. And we disagree with OmniVision's belief that it has satisfied Judge Noreika's meet and confer obligation regarding the last two issues [4, 5] before seeking relief from the Court at the December 3, 2018 teleconference. For the foregoing reasons, we ask that OmniVision immediately withdraw its letter brief in its entirety so that the parties may confer properly. Alternatively, OmniVision must immediately inform the Court that it is withdrawing the first three issues raised in its letter brief. If OmniVision refuses to do either, IP Bridge will move the Court to strike OmniVision's letter brief in whole or in part.

Thank you,  
Sam

**Samuel E. Joyner**  
*Partner*



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**From:** Tarantino, Nicole M. <ntarantino@Potteranderson.com>

**Sent:** Wednesday, November 28, 2018 4:53 PM

**To:** Stamatios Stamoulis <stamoulis@swdelaw.com>; Richard Weinblatt <weinblatt@swdelaw.com>; Michael Shore

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**Subject:** Godo Kaisha IP Bridge 1 v. OmniVision Technologies, Inc. (C.A. No. 16-290-MN)

Attached is your service copy of the following documents which were filed and/or served in the above-referenced action today.

- [DI 130] **[SEALED]** Letter to The Honorable Maryellen Noreika from David E. Moore, Esquire regarding discovery disputes
- [DI 131] DECLARATION re [130] Letter [Declaration of Diyang Liu with Exhibits A-E and R-U]
- [DI 132] **[SEALED]** DECLARATION re [130] Letter [Declaration of Naoya Son with Exhibits F-Q]

Please use the sharefile link below to access the Exhibits to the Declarations.

<https://potteranderson.sharefile.com/d-sba8f384dce44a6ba>

Thank you,

*Nicole M. Tarantino*

Assistant to David E. Moore  
D. Ryan Slaugh  
Jennifer P. Buckley  
Tracey Timlin

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**ATTACHMENTS  
TO  
NOVEMBER 29, 2018  
EMAIL**

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