
EXHIBIT B

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

GODO KAISHA IP BRIDGE 1,

Plaintiff,

v.

OMNIVISION TECHNOLOGIES, INC.,

Defendant.

Case No. 1:16-cv-00290-SLR

**DEFENDANT'S OBJECTIONS AND RESPONSES TO
PLAINTIFF'S FIRST SET OF SET OF INTERROGATORIES RELATING TO VENUE**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the parties' Stipulation and Order for Extension of Time and Venue Discovery (D.I. 16), Defendant OmniVision Technologies, Inc. ("Defendant" or "OmniVision"), by and through its undersigned counsel, hereby responds to Plaintiff Godo Kaisha IP Bridge 1's ("Plaintiff" or "IP Bridge") First Set of Interrogatories To Defendant Relating to Venue as follows:

GENERAL OBJECTIONS

OmniVision makes the following objections, whether or not separately set forth in any specific response to Plaintiff's First Set of Interrogatories To Defendant Relating to Venue, to each and every Instruction, Definition, and Interrogatory:

1. OmniVision objects to each Instruction, Definition and Interrogatory as unduly burdensome and oppressive to the extent that it purports to require OmniVision to search OmniVision's facilities and inquire of OmniVision's employees other than those facilities and employees that would reasonably be expected to have responsive information. OmniVision's responses are based upon: (1) a reasonable search, given the time allocated to OmniVision to respond to the Interrogatories; and (2) inquiries of OmniVision's employees and/or representatives who could reasonably be expected to possess responsive information.

2. OmniVision objects to each Instruction, Definition and Interrogatory to the extent that it purports to impose any requirement or discovery obligation on OmniVision other than those set forth in the Federal Rules of Civil Procedure, the applicable rules and orders of this Court, and stipulations among the parties to this litigation.

3. OmniVision objects to each Instruction, Definition and Interrogatory to the extent it seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, the common interest doctrine, or any other applicable privilege or immunity. Such information and/or documents shall not be provided in response to any Interrogatory and any inadvertent disclosure or production thereof shall not be deemed a waiver of any privilege with respect to such information and/or documents, or of any work product protection, which may attach thereto.

4. OmniVision objects to each Instruction, Definition and Interrogatory to the extent it seeks information and/or documents concerning, and the disclosure of, proprietary and highly confidential information and/or trade secrets. If and to the extent OmniVision agrees to provide any information or documents, it will do so only subject to the protections of an appropriate protective order and/or a mutually acceptable supplemental protective order to address OmniVision's confidentiality concerns.

5. OmniVision objects to each Instruction, Definition and Interrogatory to the extent that it purports to require OmniVision to produce or disclose information in violation of a legal or contractual obligation of nondisclosure to a third party. OmniVision will not produce such documents without either the consent of the relevant third party or an order by this Court compelling disclosure or production.

6. OmniVision objects to each Instruction, Definition, and Interrogatory to the extent it is overly broad, unduly burdensome, seeks information that is not reasonably calculated to lead to the discovery of admissible evidence, or seeks information that is not related to any claim or defense or the subject matter involved in this action.

7. OmniVision objects to each Interrogatory to the extent it seeks information that is not known to OmniVision and is outside OmniVision's possession, custody and control.

8. OmniVision objects to each Interrogatory to the extent that it seeks information that is available from public sources, more conveniently or less expensively obtained from another source, or otherwise just as available to Plaintiff as it is to OmniVision.

9. OmniVision objects to each Instruction, Definition, and Interrogatory to the extent it seeks information from sources that are not reasonably accessible.

10. OmniVision objects to each Interrogatory as premature to the extent it calls for information in advance of the applicable deadlines set by the Federal Rules of Civil Procedure, the Court, any applicable local rules or agreed to by the parties in this action.

11. OmniVision objects to each Interrogatory to the extent it calls for information that can be derived or ascertained from records OmniVision has produced or will produce in this action pursuant to Federal Rule of Civil Procedure 34. For certain of its purposes, OmniVision may cite to the appropriate documents pursuant to Federal Rule of Civil Procedure 33(d).

12. OmniVision objects to each Instruction, Definition and Interrogatory to the extent it calls for a legal conclusion.

13. OmniVision objects to each Instruction, Definition and Interrogatory to the extent it calls for information more properly the subject of expert testimony.

14. OmniVision objects to each Interrogatory as vague, overly broad and unduly burdensome to the extent that it fails to specify a relevant time period, or specify a time period beyond the scope of this litigation.

15. OmniVision objects to each Interrogatory as vague, overly broad and unduly burdensome to the extent that it fails to specify a relevant geographic scope, seeks information relating to activity outside the United States, or otherwise specifies a location beyond the geographic scope of this litigation.

16. OmniVision objects to each Interrogatory as unreasonably cumulative or duplicative to the extent that it seeks the same information as other discovery requests in this litigation, including but not limited to Plaintiff's First Set of Request For Admissions Relating to Venue and Plaintiff's First Set of Request For Production Relating to Venue.

17. OmniVision objects to the definition of "Defendant," "OmniVision," "you," and "your" as overly broad and unduly burdensome. Unless called out separately, OmniVision will understand the terms "Defendant," "OmniVision," "you," and "your" to refer to OmniVision Technologies, Inc.

18. OmniVision objects to terms "Accused Product" and "Accused Products" as vague, ambiguous, overly broad, and unduly burdensome. OmniVision will understand the terms "Accused Product" and "Accused Products" to refer to those OmniVision image sensors identified in Plaintiff's Complaint.

19. OmniVision objects to the terms "communication" and "communications" as vague, ambiguous, overly broad, and unduly burdensome.

20. OmniVision objects to the terms "document" and "documents" as vague, ambiguous, overly broad, and unduly burdensome.

21. OmniVision objects to the term "electronically stored information" as vague, ambiguous, overly broad, and unduly burdensome.

22. OmniVision objects to the terms "Affiliate" and "Affiliates" as vague, ambiguous, overly broad, and unduly burdensome.

23. OmniVision objects to the terms "employee" and "employees" as vague, ambiguous, overly broad, and unduly burdensome.

24. OmniVision objects to the terms "person" and "persons" as vague, ambiguous, overly broad, and unduly burdensome.

25. OmniVision objects to the term "file" as vague, ambiguous, overly broad, and unduly burdensome.

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