

EXHIBIT C

From: [Okano, David](#)
To: [Custer, John W.](#)
Cc: [BOST - F - Philips - Fitbit](#); [Philips - Fitbit](#); [Rodrigues, Ruben J.](#)
Subject: RE: Philips v. Fitbit (D. Mass) - Amendment of Contentions
Date: Friday, December 18, 2020 6:02:58 PM
Attachments: [mg_info.txt](#)

**** EXTERNAL EMAIL MESSAGE ****

John,

At the meet and confer, we also intend to discuss a proposed supplement to Fitbit's invalidity contentions to include (1) prior art identified by Apple and Samsung as part of earlier discussions with Philips that was in Philips' possession but was not produced until after the deadline for Fitbit's local rule disclosures and (2) prior art disclosed by third-party ICON Health and Fitness in response to Fitbit's subpoena that was also not disclosed until after the deadline for Fitbit's local rule disclosures.

We will provide a proposed invalidity contention supplement with these two additional items on Monday, if not earlier.

David

From: jcuster@foley.com <jcuster@foley.com>
Sent: Friday, December 18, 2020 10:35 AM
To: Okano, David <davidokano@paulhastings.com>
Cc: BOSTFPhilipsFitbit@foley.com; [Philips - Fitbit <Philips-Fitbit@paulhastings.com>](mailto:Philips - Fitbit@paulhastings.com);
RRodrigues@foley.com
Subject: [EXT] RE: Philips v. Fitbit (D. Mass) - Amendment of Contentions

Hey David,

Attached please find infringement charts for the Sense, Versa 3, Inspire 2, and Charge 4 devices.

Let's schedule a meet and confer on Tuesday, December 22nd at 2:00 pm EST (11:00 am PT).

Best,

John Custer
Foley & Lardner LLP
111 Huntington Avenue | Suite 2500
Boston, MA 02199-4001
P 617.226.3148



From: Okano, David <davidokano@paulhastings.com>

Sent: Tuesday, December 15, 2020 11:39 PM
To: Rodrigues, Ruben J. <RRodrigues@foley.com>
Cc: BOST - F - Philips - Fitbit <BOSTFPhilipsFitbit@foley.com>; Philips - Fitbit <Philips-Fitbit@paulhastings.com>
Subject: RE: Philips v. Fitbit (D. Mass) - Amendment of Contentions

**** EXTERNAL EMAIL MESSAGE ****

Ruben,

As you can understand, we will not be able to assess whether Fitbit will oppose Philips' motion without seeing the proposed amended infringement contentions. At a minimum, providing some necessary detail in advance of the meet-and-confer will allow the parties to have a more productive discussion.

What patent or patents does Philips contend that the Sense, Versa 3, Inspire 2, and Charge 4 infringe? In addition, please identify the "new features" introduced by these products that Philips believes are relevant to its allegations in this case. Does Philips seek to amend its contentions to accuse these "new features" of infringement?

We are able to meet and confer next week on Monday afternoon between 1-3 PT or Tuesday between 11 AM – 1 PM PT.

David

From: RRodrigues@foley.com <RRodrigues@foley.com>
Sent: Monday, December 14, 2020 11:52 AM
To: Okano, David <davidokano@paulhastings.com>
Cc: BOSTFPhilipsFitbit@foley.com; Philips - Fitbit <Philips-Fitbit@paulhastings.com>
Subject: [EXT] Philips v. Fitbit (D. Mass) - Amendment of Contentions

Hi David,

As I suggested during one of the deposition last week, Philips will be seeking leave to amend its infringement contentions to add the products released by Fitbit since the service of Philips's original contentions, including the Sense, Versa 3, Inspire 2, and Charge 4. These products infringe for many of the same reasons already set forth in the contentions for related products, but appear to have also introduced new features as well. Please advise as to whether Fitbit will agree to the amendment, or whether a meet and confer would be helpful. If Fitbit will not agree, we intend to file our motion by the end of this week.

Regards,

-Ruben

Ruben J. Rodrigues
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