Exhibit C

CALDWELL CASSADY CURRY

Bjorn A. Blomquist
2121 N. Pearl St., Suite 1200
Dallas, Texas 75201
Telephone: (214) 888-4848
Facsimile: (214) 888-4849
bblomquist@caldwellcc.com

March 1, 2023

VIA E-MAIL (paul.steadman@us.dlapiper.com; matt.moore@lw.com; gosen@fr.com; reger@fr.com; celine.crowson@hoganlovells.com; dwells@sternekessler.com; FCCimino@Venable.com; pbrennan@jenner.com; jjohnson@fr.com)

Paul R. Steadman
DLA Piper LLP
444 W Lake St., Suite 900
Chicago, IL 60606
Tel: (312) 368-2135

Matthew J. Moore
Latham & Watkins LLP
555 Eleventh St. NW, Suite 1000
Washington, DC 20004
Tel: (202) 637-2000

Conrad A. Gosen
Fish & Richardson P.C.
60 S Sixth St., 3200 RBC Plaza
Minneapolis, MN 55402
Tel: (612) 335-5070

Thomas H. Reger II
Fish & Richardson P.C.
1717 Main St., Suite 5000
Dallas, TX 75201
Tel: (214) 747-5070

Celine J. Crowson
Hogan Lovells US LLP
555 Thirteenth St NW
Washington, DC 20004
Tel: (202) 637-5703

Deirdre M. Wells
Stern, Kessler, Goldstein & Fox P.L.L.C.
1100 New York Ave. NW, Suite 600
Washington, DC 20005
Tel: (202) 371-2600

Frank C. Cimino, Jr.
Venable LLP
600 Massachusetts Ave. NW
Washington, DC 20001
Tel: (202) 344-4569

Peter J. Brennan
Jenner & Block LLP
353 N. Clark St.
Chicago, IL 60654
Tel: (312) 222 9350

John T. Johnson
Fish & Richardson P.C.
7 Times Square, 20th Floor
New York, NY 10036
Tel: (212) 765-5070

RE: *In re Neo Wireless, LLC Patent Litig.*, No. 2:22-md-03034-TGB (E.D. Mich.)—Defendants' Joint Preliminary Invalidity Contentions

Dear Counsel:

I write on behalf of Neo Wireless to address certain issues in Defendants' Joint Preliminary Invalidity and Unenforceability Contentions ("Invalidity Contentions"), served in the above referenced matter.

Gibson Disclosures in Chart B-05

In the chart marked B-05, Defendants have disclosed excerpts of the elected publication reference identified as Gibson. *See* NEO-MDL_PA003633. This reference appears to be a textbook on mobile communications. In addition to citing and reproducing portions of Gibson throughout the chart, Defendants have attempted to cite to an entire chapter of Gibson using a "see also" signal on multiple occasions. *See, e.g.*, Invalidity Contentions, Ex. B-05 at 76. This incorporation of an entire textbook chapter is far from "identifying where specifically in each alleged item of prior art each limitation of each asserted claim is found." Dkt. 84 at 19. Defendants have not complied with the disclosure requirements to rely on this chapter of Gibson. To the extent Defendants wish to rely on any disclosure within this chapter of Gibson, Defendants must amend their contentions to identify the specific portions of this chapter in which Gibson is alleged to disclose an asserted claim element. Otherwise, Defendants have not sufficiently disclosed any use of this chapter in any grounds for invalidity so as to rely on it in the case.

HiperLAN 2 Product or System Election

Neo understands that Defendants have elected an alleged prior art product or system that "operated in accordance with the HiperLAN/2 technical standard" as one of Defendants' elected references. *See* Invalidity Contentions, Ex. B-03 at 1, 1 n.1. In their Invalidity Contentions, Defendants have not identified the particular product or system that "operated in accordance with the HiperLAN/2 technical standard," nor established that the particular product or system was "known or used by others in this country," "in public use," or "on sale" at a date so as to qualify as prior art to the asserted patents. To the extent Defendants intend to move forward with this product or system theory, Defendants must meet their burden to establish that the identified product—whatever that specific product or system may be—actually qualifies as prior art to the asserted patents by meeting one of the listed categories of pre-AIA § 102. Neo will move to strike theories that simply rely on vague assertions that there were products or systems that implemented the HiperLAN 2 specifications. To be clear, Neo understands that Defendants are *not* relying on (and will not be entitled in the future to rely on) the specific HiperLAN standards documents listed and cited to within Ex. B-03 as printed publications, since that would mean Defendants had exceeded the Court's prior art narrowing order. *See* Dkt. 102 at 3.

Elected References Which Purport to Incorporate Other Disclosures by Reference

In charting some of their elected references, Defendants have cited to and reproduced disclosures that are not within the four corners of the elected references but are instead in other, unelected publications. Neo highlights the following examples:

Elected Reference	Unelected Reference(s)
Walton 131	Walton 309; Walton 601
Ma 429	Ma 624
Smee 007	Smee 601
Krishnan 123	Krishnan 368; Krishnan 362
Laroia 005	Laroia 539

It appears Defendants may contend that the elected references incorporate by reference the disclosures of the corresponding unelected references. Defendants must establish incorporation by reference as a matter of law, and the disclosures within the Invalidity Contentions are insufficient to meet this burden. Neo will object to any use of disclosure outside of the four corners of the elected references unless Defendants establish as a matter of law that an elected reference specifically incorporates the charted disclosure(s).

Purported Incorporation by Reference of Other Invalidity Theories/IPRs

In their Invalidity Contentions, Defendants state:

> Defendants expressly incorporate by reference, as if expressly set forth in these contentions, all invalidity positions, prior art, and claim charts asserted against Neo Wireless in any Neo Wireless lawsuit or IPR proceeding by defendants, prior defendants, petitioners, and potential or actual licensees to the Asserted Patents. Defendants specifically incorporate by reference all invalidity positions presented in IPR2022-01537, IPR2022-01538, IPR2022-01539, IPR2022-01567, IPR2023-00086, IPR2023-00079, and any other *inter partes* petition(s) that may be filed against any of the Asserted Patents.

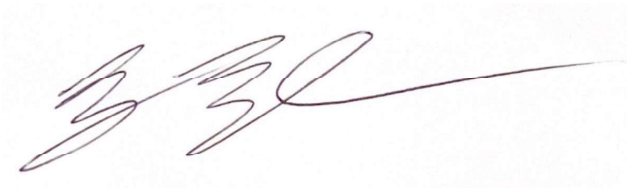
Invalidity Contentions at 4–5. Neo objects to this language as improper disclosure. This broad, catch-all incorporation language is plainly insufficient to sufficiently disclose any invalidity theory outside of the currently elected references as charted in Defendants' attached charts. Neo is plainly not on notice of any theory outside of those charted. *See, e.g.*, *Thermolife Int'l, LLC v. Hi-Tech Pharms., Inc.*, No. 1:15-CV-00892, 2021 WL 4185904, at *3–5 (N.D. Ga. Jan. 21, 2021); *Celgene Corp. v. Hetero Labs Ltd.*, No. 17-3387, 2021 WL 3701700, *19–21 (D.N.J. June 15, 2021). Neo will move to strike any other, new invalidity theory that is based solely on this language and not disclosed as required by the Parties' joint discovery plan. *See* Dkt. 84.

Reservation of Rights

Neo objects to Defendants' overbroad reservation of rights, including the right to supplement their Invalidity Contentions "if they become aware of additional prior art, become

aware of additional features of the prior art references cited below, or become aware of any other relevant information through discovery, including non-party discovery, or otherwise." Invalidity Contentions at 4. To Neo's knowledge, Defendants have not demonstrated any diligence in attempting to conduct discovery on additional prior art references prior to the due date for Defendants' Invalidity Contentions; nor have Defendants served any third-party subpoenas or produced any discovery concerning additional prior art references in the three months since the Contentions were served. If that is incorrect, Defendants must immediately identify and produce any investigations or third-party discovery initiated before their Invalidity Contentions were due for any system/non-publication prior art on which they intend to rely. Otherwise, Neo will move to strike any future reliance on unelected references or systems undisclosed and uncharted in their Invalidity Contentions as of the date they were due: November 16, 2022.

Sincerely,



Bjorn A. Blomquist