

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

EVERLIGHT ELECTRONICS CO., LTD., )  
and EMCORE CORPORATION, )

Plaintiffs, )

vs. )

NICHIA CORPORATION, and NICHIA )  
AMERICA CORPORATION, )

Defendants, Counter-Plaintiffs, )

vs. )

EVERLIGHT ELECTRONICS CO., LTD., )  
EMCORE CORPORATION, EVERLIGHT )  
AMERICAS, INC., )

Counter-Defendants, Defendant. )

Case No. 4:12-cv-11758 GAD-MKM  
Hon. Gershwin A. Drain

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**STIPULATION AND ORDER**

## STIPULATION

A. The parties have produced documents in this case that are in a foreign language other than English, and have produced translations for some of these foreign language documents. The parties have discussed reaching an agreement for exchanging translations of foreign language documents, for making objections to such translations, and for attempting to resolve any disputes about the translations. This Stipulation summarizes the agreement reached by the parties.

B. Exchange of Certified Translations - The parties agree to exchange translations of foreign language documents by March 16, 2015. All translations exchanged for the first time on March 16<sup>th</sup> shall be certified.

C. Non-Certified Translations Previously Produced – For those previously produced translations of foreign language documents that are listed on the parties’ Exhibit Lists, which were exchanged between the parties on February 19, 2015, as part of the process for drafting the Joint Pretrial Order, the parties agree that the lack of a certification shall not in and of itself be a ground for objecting to such translations. If a party intends to rely on such a non-certified translation, it shall identify the translation by Bates number by March 16, 2015. The parties reserve the right to object to any “machine” translations of foreign language documents based on the nature of the translation.

D. Objections to Translations – By March 26, 2015, the parties agree to exchange objections to any certified translations that are exchanged and to any non-certified translations that are identified by March 16, 2015.

E. Procedure for Resolving Disputes over Translations – If the parties have any disputes over a translation that is exchanged or identified by March 16, 2015, they shall discuss all such disputes in a meet and confer between counsel. The parties shall be permitted to have their translators participate in such a meet and confer.

F. Reservation of the Right to Submit Additional Translations – The parties agree to be reasonably diligent in determining the documents on their respective exhibit lists requiring translation and meeting the deadlines for exchanging certified translations and identifying non-certified translations. However, despite such efforts, the parties acknowledge that it may be that additional foreign language documents are identified for which certified translations are not exchanged by March 16, 2015. In such circumstances, both parties reserve the right to submit a certified translation of such foreign language documents after March 16, 2015, and the opposing party reserves all rights to object to such translations. The parties agree to make all reasonable efforts to keep any such later submitted translations to a minimum.

G. The parties hereby request that Court enter the parties' agreement on translations of foreign language documents as an Order.

**STIPULATED AND AGREED TO:**

<p><u>/s/ A. Michael Palizzi</u> Raymond N. Nimrod, Esq. Joshua S. Reisberg QUINN EMANUEL URQUHART &amp; SULLIVAN, LLP 51 Madison Avenue, 22<sup>nd</sup> Floor New York, NY 10010 Phone: (212) 849-7000 Fax: (212) 849-7100 <a href="mailto:raynimrod@quinnemanuel.com">raynimrod@quinnemanuel.com</a> <a href="mailto:joshuareisberg@quinnemanuel.com">joshuareisberg@quinnemanuel.com</a></p> <p><i>Attorneys for Everlight Electronics Co., Ltd. and Everlight Americas, Inc.</i></p> <p>A. Michael Palizzi, Esq. MILLER, CANFIELD, PADDOCK AND STONE, P.L.C. 150 West Jefferson, Suite 2500 Detroit, MI 48226 Phone: (313) 963-4620 Fax: (313) 496-7500 <a href="mailto:palizzi@millercanfield.com">palizzi@millercanfield.com</a></p> <p><i>Attorneys for Everlight Electronics Co., Ltd., Everlight Americas, Inc., and Emcore Corporation</i></p>	<p><u>/s/ Lisa S. Mankofsky</u> Michael D. Kaminski, Esq. Lisa S. Mankofsky, Esq. FOLEY &amp; LARDNER LLP 3000 K Street N.W., Suite 600 Washington, DC 20007 Phone: (202) 672-5300 Fax: (202) 672-5399 <a href="mailto:mkaminski@foley.com">mkaminski@foley.com</a> <a href="mailto:lmankofsky@foley.com">lmankofsky@foley.com</a></p> <p>Steven J. Rizzi, Esq. FOLEY &amp; LARDNER LLP 90 Park Avenue New York, NY 10016 Phone: (212) 682-7474 Fax: (212) 687-2329 <a href="mailto:srizzi@foley.com">srizzi@foley.com</a></p> <p>John R. Trentacosta, Esq. Irina Kashcheyeva, Esq. FOLEY &amp; LARDNER LLP 500 Woodward Ave., Suite 2700 Detroit, MI 48226 Phone: (313) 234-7100 Fax: (313) 234-2800 <a href="mailto:jtrentacosta@foley.com">jtrentacosta@foley.com</a> <a href="mailto:ikashcheyeva@foley.com">ikashcheyeva@foley.com</a></p> <p><i>Counsel for Nichia Corporation and Nichia America Corporation</i></p>
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**ORDER**

**IT IS SO ORDERED** that for the reasons stated in the foregoing Stipulation, the Court enters the parties' Stipulation as an Order.

Dated: March 9, 2015

/s/Gershwin A Drain  
**HONORABLE Gershwin A. Drain**  
**United States District Judge**