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UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE PATENT TRIAL AND APPEAL BOARD

RPX Corporation,	)	
	)	
Petitioner,	)	
	)	
v.	)	No. IPR2015-01750
	)	IPR2015-01751
Applications In Internet Time,	)	IPR2015-01752
LLC,	)	
	)	
Patent Owner.	)	
	)	

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C O N F I D E N T I A L  
PROTECTIVE ORDER MATERIAL  
Deposition of STEVE CHIANG  
January 29, 2019

Karen Moon, No. 12450.  
447050



(310) 207-8000 Los Angeles	(415) 433-5777 San Francisco	(949) 955-0400 Irvine	(6
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(312) 379-5566 Chicago	00+1+800 222 1231 Paris	00+1+800 222 1231 Dubai	0

RPX Exhibit 1094  
RPX v. AIT  
IPR2015-01750

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UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE PATENT TRIAL AND APPEAL BOARD

RPX Corporation, )  
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 Petitioner, )  
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 v. ) No. IPR2015-01750  
 ) IPR2015-01751  
 Applications In Internet Time, ) IPR2015-01752  
 LLC, )  
 )  
 Patent Owner. )  
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C O N F I D E N T I A L  
PROTECTIVE ORDER MATERIAL

Deposition of STEVE CHIANG, taken on behalf of  
the Patent Owner, at 201 California Street, Suite 375,  
San Francisco, California, commencing at 9:54 a.m.,  
Tuesday, January 29, 2019, before Karen Moon, Certified  
Shorthand Reporter No. 12450.

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I N D E X

DEPONENT	EXAMINED BY	PAGE
MR. CHIANG	MR. SEREBOFF	7
	MS. HUNT	159

EXHIBITS

EXHIBIT NO.	PAGE
2200 - 3-page Notice of Deposition of Steve W. Chiang.	10
2201 - 28-page Declaration of Steve W. Chiang.	20
2202 - 14-page Communication Log (RPX 77-90).	77
2203 - 3-page Communication Log (RPX 91-93).	77
2204 - 5-page Communication Log (RPX 94-98).	77
2205 - 12-page RPX Membership and License Agreement Cover Sheet (RPX 14-25).	100
2206 - 3-page First Amendment to the Membership and License Agreement between Salesforce.com, Inc. and RPX dated [REDACTED] (RPX 9-11).	100-101
2207 - 2-page Second Amendment to the Membership and License Agreement between Salesforce.com, Inc. and RPX dated [REDACTED] (RPX 12-13).	101
2208 - 23-page Declaration of William W. Chuang.	104
2209 - 33-page Second Declaration of William W. Chuang.	104

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EXHIBITS

EXHIBIT NO.	PAGE
2210 - 6-page Validity Challenge Identification dated July 2014 (RPX 68-73).	129
2211 - 2-page Validity Challenge Identification Process and Best Practices (RPX 74-75).	131
2212 - 10-page Petitioner's Responses to Patent Owner's Requests for Production.	160
2213 - 6-page Patent Owner's Requests for Production to RPX Corp.	161

1 SAN FRANCISCO, CALIFORNIA; TUESDAY, JANUARY 29, 2019

2 9:54 A.M.

3

4 DEPOSITION OFFICER: Good morning. My name is  
5 Karen Moon. I'm a court reporter with Barkley Court  
6 Reporters located at 201 California Street, Suite 375,  
7 San Francisco, California, 94111.

8 Today is January 29th, 2019. The time is 9:54  
9 a.m. We are located at the Barkley office at 201  
10 California Street, Suite 375, San Francisco, California,  
11 for the deposition of Steve Chiang in the matter RPX  
12 Corporation v. Applications in Internet Time, LLC, Case  
13 No. IPR2015-01750, 01751, and 01752, in the United  
14 States Patent and Trademark Office, before the Patent  
15 Trial and Appeal Board.

16 Before I swear in the witness, will counsel  
17 please state your appearances for the record.

18 MR. SEREBOFF: I'm Steven Sereboff for  
19 Applications in Internet Time.

20 MR. GIUNTA: Richard Giunta from Wolf  
21 Greenfield for RPX. And joining me is Elisabeth Hunt,  
22 also from Wolf Greenfield.

23

24 (STEVE W. CHIANG, deponent, was sworn and  
25 examined and testified as follows:)

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DEPOSITION OFFICER: Please raise your right hand to be sworn. You do solemnly state that the testimony you shall give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God?

MR. CHIANG: Yes.

DEPOSITION OFFICER: Thank you. Go ahead.

EXAMINATION

BY MR. SEREBOFF

Q Okay. Good morning, Mr. Chiang.

A Good morning.

Q So just kind of the ground rules here. Let's see. I'm going to be asking you a series of questions today. Hopefully we can get this done at a modest pace.

We may be taking breaks. What I will say is we're not going to take a break if there's a question that's pending.

Do you understand that?

A Yes.

Q All right. Do you understand that you can't ask your attorney for help?

A Yes.

Q Okay. And as you're already doing

1 beautifully, you're answering audibly yes or no when  
2 it's a polar question, yes or no question.

3 A Uh-huh. I'm just kidding. Yes.

4 Q Great. So during the course of this  
5 deposition, your attorneys may state objections.  
6 Irrespective of their objections, you have to answer  
7 every question I ask you unless your attorney  
8 specifically says that you should not or directs you not  
9 to answer the question.

10 Do you understand that?

11 A Yes.

12 Q And the other thing is for the benefit of the  
13 court reporter, let's not interrupt one another. So if  
14 I'm asking a question, please don't interrupt me. Wait  
15 till I complete my entire question. And likewise, so  
16 long as you are answering the question that I ask, I  
17 will not be interrupting you.

18 So actually, one of the things I'd like to do  
19 at the start, did you bring your driver's license today  
20 or any form of identification?

21 A I did.

22 Q I'd like to take a copy of that for the  
23 record.

24 A Provide it to Karen?

25 Q Yeah. That's fine. It's going to get



1 photocopied, and just a copy goes on the record.

2 MR. SEREBOFF: I don't know, Karen, if you  
3 want to do it or I'll step outside and take the  
4 photocopy.

5 MR. GIUNTA: I'm sorry, Steve. Can I just ask  
6 why you need a copy of his driver's license that you're  
7 going to put in a public record?

8 MR. SEREBOFF: Are you objecting? Is that an  
9 objection?

10 MR. GIUNTA: Sure. I'm going to instruct him  
11 that he doesn't need to give you his license to put in a  
12 public record unless you can explain to us why he should  
13 do that.

14 MR. SEREBOFF: Well, this is a confidential  
15 deposition; isn't it? Are you going to be claiming  
16 confidentiality in anything today?

17 MR. GIUNTA: I'm sorry. So yes, we do want to  
18 mark this deposition protective order material  
19 confidential.

20 MR. SEREBOFF: There you go.

21 MR. GIUNTA: There's a long history in this  
22 case of things that are marked confidential getting into  
23 the public record. I don't understand why Mr. Chiang  
24 has to put his driver's license in the public record.

25 And so I'm going to tell him -- I'm unaware --

1 if you can show some rule that says that he's compelled  
2 to put his driver's license in the public record, then  
3 we'll have him comply with that. Otherwise, I'm going  
4 to instruct him he doesn't need to do that.

5 MR. SEREBOFF: Well, we need to verify his  
6 identity. So could I at least --

7 BY MR. SEREBOFF

8 Q I'd like to see your driver's license to  
9 verify that you are who you are.

10 A Are you going to take a photocopy? Or are you  
11 just -- you're just going to look at it?

12 Q Just going to look at it.

13 A Okay.

14 Q Okay. Thank you.

15 Thank you.

16 MR. SEREBOFF: Okay. So I think what I'm  
17 going to do first is let's mark this first exhibit.

18 DEPOSITION OFFICER: I forgot to ask, are you  
19 starting with a certain number?

20 MR. SEREBOFF: You know what, let's start with  
21 Exhibit 2200. Since our exhibits are all 2000 series,  
22 2200 is pretty safe.

23 (Exhibit 2200 was marked for identification by  
24 the deposition officer.)

25

1 BY MR. SEREBOFF

2 Q Okay. So Mr. Chiang, what I've handed you is  
3 the notice of deposition for today's deposition.

4 Have you seen this before?

5 A At a quick glance, it appears to be a correct  
6 copy of a document that I have seen before.

7 Q Great. And did you prepare for today's  
8 deposition?

9 A Yes.

10 Q How did you prepare for it?

11 A I read my declaration. I reviewed my  
12 declaration. I've reviewed the two declarations by  
13 Mr. Chuang, of which my declaration refers. I read a  
14 variety of other documents, not all of them which come  
15 to mind right now. I also met with my counsel yesterday  
16 and -- and prepared.

17 Q Great. And Mr. Chiang, you're an attorney;  
18 aren't you?

19 A I am.

20 Q Where did you go to law school?

21 A I went to law school at Washington University  
22 in St. Louis.

23 Q And when did you graduate?

24 A Year 2011.

25 Q And when did you become -- are you a member of

1 the bar?

2 A I am.

3 Q California bar?

4 A Correct.

5 Q And when did you become a member of the  
6 California bar?

7 A If memory services, January of 2012. It's  
8 available in a public record. That may be inaccurate.

9 Q Okay. So it's been about seven years. Is  
10 that right?

11 A Given that it's January of 2019, if January of  
12 2012 is correct, then yeah.

13 Q Okay. And are -- have you always -- since  
14 becoming a member of the bar, have you remained a member  
15 of the California bar?

16 A Yes.

17 Q In good standing?

18 A Yes.

19 Q Okay. So do you consider yourself an  
20 attorney?

21 A Do I consider myself an attorney?

22 Q Yes.

23 A Yes.

24 Q Great. So tell me a little bit about your  
25 experience as an attorney.

1           So after law school, did you practice? How  
2 have you practiced?

3           MR. GIUNTA: Objection to form.

4           THE WITNESS: After law school I did practice.  
5 And how did I practice was as a practicing attorney.

6 BY MR. SEREBOFF

7           Q     Did you work for a law firm?

8           A     I did.

9           Q     Which law firm?

10          A     I worked for the law firm of Oliff & Berridge.  
11 I worked for the Mueller Law Office. And I worked for  
12 Dergosits & Noah.

13          Q     And are you a member of the patent bar? Are  
14 you registered as a patent attorney?

15          A     I am.

16          Q     And approximately what year did you become  
17 registered with USPTO as a patent attorney?

18          A     Approximately 2000 -- sometime between 2010 to  
19 2013.

20          Q     Okay. Great. So you consider yourself  
21 experienced as a patent attorney?

22          MR. GIUNTA: Objection to form.

23          THE WITNESS: I guess that depends on how you  
24 define experienced. Relative to some people I may be  
25 experienced. Relative to others I may not be.

1 BY MR. SEREBOFF

2 Q Great. Okay. You're comfortable around  
3 patents?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: I'm not sure how to answer that  
6 question. I'm not sure how you're defining  
7 comfortability. Around patents in general, certainly if  
8 a patent might be outside of a technology area with  
9 which I'm comfortable, then I may not be comfortable  
10 with it.

11 BY MR. SEREBOFF

12 Q Great. Now the -- the cases at hand, these  
13 are inter partes reviews, or IPRs.

14 You're familiar with legal practice in IPRs?

15 MR. GIUNTA: Objection to form.

16 THE WITNESS: I guess that depends on how you  
17 define familiarity. And legal practice.

18 BY MR. SEREBOFF

19 Q Have you ever been an attorney of record in an  
20 IPR?

21 A Not that I recall.

22 Q Okay. Have you ever advised a client with  
23 respect to an IPR?

24 A Yes.

25 Q Do you consider RPX to be your client?

1 A Yes.

2 Q Have you ever -- have you ever appeared in a  
3 federal lawsuit as an attorney?

4 A Can you define a federal lawsuit. Does that  
5 include --

6 Q How about a patent lawsuit in a district  
7 court?

8 A I have not.

9 Q Have you ever made an appearance before the  
10 court of appeals for the federal circuit?

11 A Not that I recall.

12 Q Have you ever made an appearance before the  
13 United States Supreme Court?

14 A Yes.

15 Q And when did that happen?

16 A Within the past year.

17 Q Okay. Could you be more specific?

18 A I would need to look at the date of the  
19 petitions for certiorari, c-e-r-t-i-o-r-a-r-i, to  
20 confirm the exact date. If you want the specifics, it's  
21 a matter of public record.

22 Q So is it one case? More than one case?

23 A It's more than one case.

24 Q Okay. So could you identify, please, the --  
25 the cases in the last year where you made an appearance

1 before the Supreme Court in a petition for cert?

2 MR. GIUNTA: Objection. Scope.

3 THE WITNESS: Could you repeat that question.  
4 Identify the -- the cases? How much specificity do you  
5 want?

6 BY MR. SEREBOFF

7 Q Just identify the parties.

8 A I don't recall the exact party names. But one  
9 of them was roughly RPX Corporation v. ChanBond, LLC, I  
10 believe. And another one was RPX Corporation v.  
11 Applications in Internet Time, LLC.

12 Q So it's just been those two petitions?

13 A Yes.

14 Q Okay. Okay. You know, in the course of  
15 today's deposition, I think for the convenience -- for  
16 our convenience, I'll probably use a lot of shorthand.  
17 So just so that we can understand each other, when I say  
18 RPX, I'm referring to RPX Corporation.

19 Do you understand that?

20 A Yes.

21 Q And you're free to likewise refer to RPX  
22 Corporation as RPX.

23 A Thank you.

24 Q Okay. When I refer to Salesforce, I'm  
25 referring to Salesforce.com, Inc.



1 Do you understand that?

2 A Yes.

3 Q Okay. And likewise you can do the same.

4 When referring to Applications in Internet  
5 Time, LLC, we can use a shorthand AIT. Okay?

6 A Okay.

7 Q The Patent Trial and Appeal Board, PTAB.

8 Okay?

9 A Okay.

10 Q The Court of Appeals for the Federal Circuit,  
11 CAFC or Federal Circuit. Okay?

12 A Okay.

13 Q When I refer to the IPRs, I'll be referring to  
14 the three cases that are the subject of your deposition  
15 today.

16 Okay? Do you understand?

17 A Okay.

18 Q When I refer to the petitions, I'm referring  
19 to the three petitions for IPR that RPX filed in these  
20 three cases.

21 Is that clear?

22 A Yes.

23 Q Good. Now the -- these three IPRs relate to  
24 two patents, and you're familiar with those two patents?

25 A I've read them before, yes.

1 Q Great. I'll refer to those two patents, if at  
2 all, as the 111 patent and the 482 patent.

3 Are you familiar with that terminology?

4 A Yes.

5 Q Great. So when I say the 111 patent, do you  
6 know which patent I'm referring to?

7 A If you're referring to U.S. patent number  
8 8,484,111, then yes.

9 Q Good. Okay. And likewise the 482 patent?

10 A If by 482 patent you're referring to U.S.  
11 patent number 7,356,482, then yes.

12 Q Great. Tell me about your work at RPX. What  
13 do you do as an RPX employee?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: I do a lot of things. But at a  
16 very high level, I serve as in-house counsel for RPX.

17 BY MR. SEREBOFF

18 Q What is your title at -- as an RPX employee?

19 A My current title is vice president and chief  
20 IP officer.

21 Q Okay. And does that imply that you have a  
22 business role as well as an attorney role?

23 MR. GIUNTA: Objection to form.

24 THE WITNESS: The title, I don't know if the  
25 title implies anything. And -- but yes. Not all of the

1 work I do at RPX is necessarily in a legal capacity.

2 BY MR. SEREBOFF

3 Q So some of your work for RPX is not -- not as  
4 an attorney, but as a non attorney?

5 MR. GIUNTA: Objection to form.

6 THE WITNESS: That -- that would be accurate.

7 BY MR. SEREBOFF

8 Q Okay. So earlier you mentioned that when you  
9 were preparing for today's deposition, you reviewed your  
10 declaration in these cases, in these IPRs.

11 Is there any claim of privilege in that  
12 declaration?

13 A I'm not sure I understand your question. Are  
14 you asking whether I'm claiming privilege in the  
15 declaration?

16 Q Okay. So you're familiar with the  
17 attorney-client privilege; aren't you?

18 A I am.

19 Q Okay. So in your declaration in -- in these  
20 IPRs, is there any claim of attorney-client privilege by  
21 anyone?

22 A I'm not sure I understand the question.  
23 There -- you can't have a document claim attorney-client  
24 privilege. Right? Only a party can claim  
25 attorney-client privilege.

1 Q Right. Is there any claim by any party  
2 regarding anything in that declaration that's  
3 privileged?

4 A There -- I would need to review the entire  
5 declaration. Do you --

6 MR. SEREBOFF: Okay. So let's put the  
7 declaration into the record. Here we go.

8 (Exhibit 2201 was marked for identification by  
9 the deposition officer.)

10 THE WITNESS: And just so I understand your  
11 question, are you asking whether any party has actually  
12 claimed in a court proceeding privilege over content in  
13 the declaration?

14 BY MR. SEREBOFF

15 Q I'm asking is there -- has any party claimed  
16 privilege -- attorney-client privilege with respect to  
17 anything that's stated in your declaration?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: How would you define a claim of  
20 privilege?

21 BY MR. SEREBOFF

22 Q How would you define it?

23 A How would I define it?

24 Q Sure.

25 A I would define a claim of privilege as a

1 formal claim that you would -- one of the ways to define  
2 it is a formal claim that you file in administrative or  
3 court proceeding in order to assert privilege and  
4 disallow discovery, for example, into certain  
5 confidential material.

6 Q Does a claim of privilege have to be made in a  
7 court?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: That's -- that's one of the ways  
10 to define a claim. I guess without -- without  
11 further -- without more accurate definition, I don't  
12 believe I'm able to answer your question.

13 BY MR. SEREBOFF

14 Q Do you understand what discovery is in -- in  
15 adversarial proceedings?

16 MR. GIUNTA: Objection to form.

17 THE WITNESS: That -- that's a pretty loaded  
18 question. I understand at a high level the general  
19 terminology and what it might entail. Some of the  
20 things it might entail. I can't say I understand every  
21 single aspect of discovery necessarily.

22 BY MR. SEREBOFF

23 Q Do you understand that it's common for parties  
24 to assert the attorney-client privilege in the course of  
25 discovery?

1           A     I -- depending on how you define common.  It's  
2 certainly not unheard of.

3           Q     Okay.  And so you recognize that it can be  
4 asserted in discovery outside of a specific filing in a  
5 court?

6           A     It can be asserted, yes.

7           Q     Okay.

8           A     Yeah.

9           Q     Great.  And in your declaration there's no  
10 assertion of attorney-client privilege; is that correct?

11           MR. GIUNTA:  Objection to form.

12           THE WITNESS:  In my declaration -- just so I  
13 better understand your question, you're asking does the  
14 declaration itself include a claim of attorney-client  
15 privilege?

16 BY MR. SEREBOFF

17           Q     Correct.

18           A     And so you previously used the terminology  
19 claim and then you switched to assertion.  Have we  
20 defined what a claim is yet?

21           Q     Let's just stay with assertion.

22                     Is there an assertion of attorney-client  
23 privilege in your declaration?

24           MR. GIUNTA:  Objection to form.

25           THE WITNESS:  The declaration itself does not

1 assert any attorney-client privilege.

2 BY MR. SEREBOFF

3 Q Great. While we're on that, as far as things  
4 that are -- that are discussed in your declaration, this  
5 document, is there any discussion of -- excuse me.

6 Is there any mention of privity in your  
7 declaration?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: Are you asking whether there's  
10 an explicit mention of the word privity in my  
11 declaration?

12 BY MR. SEREBOFF

13 Q Let's start with that. Yes. Is there a  
14 explicit mention of the word privity in your  
15 declaration?

16 MR. GIUNTA: Objection to form.

17 BY MR. SEREBOFF

18 Q I'll represent to you that it's not. I  
19 looked.

20 A So would you still like me to answer the  
21 question or do you withdraw it?

22 Q No, no. The question's on the record. Do you  
23 want to trust me?

24 A Given that you're not sworn in, I probably  
25 won't.

1 Q Okay. Carry on. So the question on the  
2 record, is there any mention of privity in your  
3 declaration?

4 MR. GIUNTA: Objection to form.

5 BY MR. SEREBOFF

6 Q I'm going to correct myself. I just found a  
7 use. Paragraph 11. Sorry.

8 A Perhaps I was right not to trust you then.

9 Q You can trust me to be honest. You can't  
10 trust me to be perfect.

11 A Then to answer your question, there is a  
12 mention of privity in my declaration.

13 Q Right. Aside from paragraph 11, does it  
14 appear anywhere else?

15 A Upon a human-error-prone review of my  
16 declaration, I have not found any occurrence of the word  
17 p-r-i-v-i-t-y outside of paragraph 11.

18 Q All right. As you were reviewing your  
19 declaration just now, you didn't happen to see the word  
20 privy either; did you? I'm not asking you to look  
21 again. I'm just asking if you recall seeing the word  
22 privy.

23 A Not that I recall.

24 Q Okay. How long have you worked for RPX?

25 A For over five years.



1 Q And so tell me about -- what is the business  
2 of RPX?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: RPX has many lines of business.  
5 Can you be more specific?

6 BY MR. SEREBOFF

7 Q What is the primary business of RPX?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: How would you define primary?  
10 Is that...

11 BY MR. SEREBOFF

12 Q Let's see. How does RPX view its primary  
13 business?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: I guess that will vary depending  
16 on what kind of marketing materials or exhibits you're  
17 looking at. Is there a particular exhibit you'd like me  
18 to take a look at?

19 It -- it's not clear to me when you ask how  
20 RPX views its primary business. There are different  
21 people within RPX, and as a corporation there may be  
22 various representations and various marketing materials  
23 and various publicly available documents that may  
24 discuss different aspects of RPX's various business  
25 lines.

1 BY MR. SEREBOFF

2 Q So what are RPX's business lines?

3 A What are all of them?

4 Q Just do your best. To the best of your  
5 knowledge, what are RPX's primary --

6 To the best of your knowledge, what are RPX's  
7 business lines?

8 A At a very high level, and this isn't  
9 exhaustive, RPX is involved in securing patent rights  
10 for companies who are sued for patent infringement. Or  
11 companies who are interested in securing licenses, those  
12 patent rights to patents owned or asserted by NPEs. NPE  
13 is a term that RPX uses, which is shorthand for non  
14 practicing entity.

15 Another business line includes the insurance  
16 business. There are a number of companies that  
17 subsidiary RPX insurance services might insure with  
18 respect to patent infringement cases brought by non  
19 practicing entities.

20 RPX also has a -- consulting services, which  
21 works on a variety of various patent-related consulting  
22 projects.

23 There are probably other ones, other business  
24 lines.

25 Q So amongst the three that you just called out,

1 would you think that -- is it fair to characterize the  
2 first one of securing patent rights as more significant  
3 for RPX than the other two?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: I don't know how you would  
6 define more significant. Is that quantifiable or -- I  
7 guess because, you know, certainly to an employee  
8 working in one of the other lines, it's not more  
9 significant.

10 BY MR. SEREBOFF

11 Q Right. So which business line generates the  
12 most revenue for RPX?

13 A To my understanding, the business line that  
14 generates the most revenue is the securing of patent  
15 rights. What we sometimes refer to as our transactional  
16 business or our acquisitions.

17 Q Okay. So -- all right. So -- the  
18 transactional business. That's a great term. So we'll  
19 use the transactional business as the -- as a way of  
20 referring to RPX's business of securing patent rights.

21 Is that a fair characterization?

22 A If that's a lexicography you want to use, I --  
23 okay.

24 Q That -- I'm sorry. That's RPX's lexicography;  
25 isn't it?

1 A Transactions capture one aspect of it.

2 Q What else does it capture?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: What else does what capture?

5 Transactions?

6 BY MR. SEREBOFF

7 Q Yes.

8 A Well, it covers one aspect of the securing of  
9 the patent rights. Not every -- there are related, for  
10 example, information-gathering ventures that are related  
11 to and fit under the securing of patent rights.

12 Q Anything else?

13 A Anything else -- any other aspect?

14 Q Yeah. Within transactions.

15 MR. GIUNTA: Objection to form.

16 THE WITNESS: Possibly. I -- there's -- there  
17 may be other aspects of transactions -- I'm not sure I  
18 understand the question. Anything else of --

19 BY MR. SEREBOFF

20 Q But I guess nothing else comes to mind? So  
21 you know, we're talking about RPX's transaction  
22 business. You mentioned securing patent rights. You've  
23 mentioned information gathering.

24 Does anything else come to mind as parts of  
25 that?

1 MR. GIUNTA: Objection to form.

2 THE WITNESS: As part of that, you mean as  
3 part of the transactions?

4 BY MR. SEREBOFF

5 Q Yes.

6 A Well, there's -- depending if transactions is  
7 defined broadly, then it should cover a lot of that  
8 activity. There's also -- including the -- including  
9 securing patent rights, for example.

10 Q Okay. Now -- so RPX, when it's securing  
11 patent rights, it's securing these patent rights, you  
12 said, for -- was it for RPX's members? For RPX's  
13 clients?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: It depends on the patent rights  
16 to which you refer. Every -- every transaction that we  
17 have may result in different rights flowing to different  
18 groups of people. Companies.

19 BY MR. SEREBOFF

20 Q Okay. And in your job working for RPX, do you  
21 use the terms member or client?

22 A In my job I do use those terms.

23 Q And typically with -- and --

24 So typically when you're using those terms and  
25 talking about an RPX member or an RPX client, what would

1 you be referring to?

2 MR. GIUNTA: Objection to form.

3 THE WITNESS: I'm not sure there's a  
4 100 percent precise definition. It may depend on the  
5 context in which I'm using it.

6 An RPX member generally, depending on the  
7 context, may refer to a company that is paying an annual  
8 subscription fee to RPX in order to get patent rights  
9 that RPX secures.

10 The second part of your question related to  
11 RPX clients. Depending on the context, RPX client  
12 may -- again, in some context may more broadly refer to  
13 anybody with whom RPX has a business relationship such  
14 that RPX is providing something. A good or a service  
15 or...

16 BY MR. SEREBOFF

17 Q So -- thank you.

18 So you mentioned that there are companies that  
19 have annual subscriptions with RPX; is that correct?

20 A I -- I mentioned that companies have annual  
21 subscriptions? Is that your question?

22 Q Yeah. That was your terminology; right?

23 A I believe I used the term companies that pay  
24 an annual subscription fee.

25 Q Okay. And so companies that pay RPX an annual

1 subscription fee, they're -- RPX refers to them as a  
2 client or a member?

3 A Depending on the context, they might be deemed  
4 an RPX member or client.

5 Q And could you explain to me why you would --  
6 why RPX would call a company an RPX member or an -- like  
7 is there a difference between being an RPX member or an  
8 RPX client when a company is paying an annual  
9 subscription fee?

10 MR. GIUNTA: Objection to form and scope.

11 THE WITNESS: I'm not sure I understand --  
12 when a company is paying an annual subscription fee?

13 BY MR. SEREBOFF

14 Q Right.

15 A Is there a difference between -- your question  
16 was -- can you just repeat it.

17 Q Yeah. Is there a difference between them  
18 being an RPX member or an RPX client?

19 MR. GIUNTA: Objection to form and scope.

20 THE WITNESS: Depending on the context, there  
21 might be a difference.

22 BY MR. SEREBOFF

23 Q What kind of -- what would -- what would  
24 create that difference?

25 A So --

1 MR. GIUNTA: Objection to scope.

2 THE WITNESS: Again, it depends purely on the  
3 context. For example, in certain contexts, somebody  
4 who's paying a fee for access to a product called RPX  
5 Insight may not be deemed an RPX member. But they may  
6 be an RPX client.

7 BY MR. SEREBOFF

8 Q Now when a company is paying an annual  
9 subscription fee to RPX, is that -- is there a written  
10 agreement with that company and RPX?

11 MR. GIUNTA: Objection to form.

12 THE WITNESS: Are you asking me in all cases  
13 or are you asking me if there's one -- at least one  
14 instance?

15 BY MR. SEREBOFF

16 Q No. I think in general does RPX have written  
17 agreements with members or clients that are paying an  
18 annual subscription fee?

19 A In general, yes.

20 Q Okay. And so are -- there may be situations  
21 where RPX has a member or client relationship without a  
22 written agreement?

23 MR. GIUNTA: Objection to form and scope.

24 THE WITNESS: None -- none come to mind.

25



1 BY MR. SEREBOFF

2 Q Okay. So in your understanding -- so to your  
3 best recollection, when RPX is -- has a member or a  
4 client paying an annual subscription fee, there's always  
5 a written agreement?

6 MR. GIUNTA: Objection to form and scope.

7 THE WITNESS: Sorry. What was the preface on  
8 that? To my --

9 BY MR. SEREBOFF

10 Q To your best understanding. To your best  
11 knowledge.

12 MR. GIUNTA: Again, objection to form and  
13 scope. Sorry.

14 THE WITNESS: One way to answer that question  
15 is to say that I'm not aware of any company that's  
16 paying RPX an annual subscription fee who does not have  
17 a written agreement with RPX.

18 BY MR. SEREBOFF

19 Q Great. Now Salesforce -- is Salesforce an RPX  
20 member?

21 A [REDACTED]

22 Q And is Salesforce an RPX client?

23 A [REDACTED]

24 [REDACTED]

25 Q And there are written -- there's a written

1 agreement, at least one written agreement between RPX  
2 and Salesforce covering Salesforce being an RPX member  
3 or client?

4 A Is that a question or a statement?

5 Q That's a question.

6 A Oh.

7 MR. GIUNTA: Objection to scope.

8 THE WITNESS: To my recollection, yes.

9 BY MR. SEREBOFF

10 Q Now RPX's transactions business, you said that  
11 this includes securing patent rights; correct?

12 A It can, yes.

13 Q So -- and when you say secure patent rights,  
14 what do you mean by secure?

15 MR. GIUNTA: Objection to scope.

16 THE WITNESS: I guess to -- to gain or to  
17 obtain would be fair synonyms for secure.

18 BY MR. SEREBOFF

19 Q Okay. So -- and when RPX secures patent  
20 rights, that would be in the form, I would assume, of a  
21 license or a purchase or something else? Is that right?

22 MR. GIUNTA: Objection to form and scope.

23 THE WITNESS: It can be in those forms.

24 BY MR. SEREBOFF

25 Q So -- so could it be a license?

1           A     Could what be a license?

2           Q     So when RPX secures patent rights, could it be  
3 in the form of a license?

4           MR. GIUNTA:  Objection to form and scope.

5           THE WITNESS:  When RPX secures patent rights?

6 BY MR. SEREBOFF

7           Q     Right.  For its clients.

8           A     Are you talking about in the context of the  
9 acquisitions business or the general transactional  
10 business that we were referring to?

11          Q     Yeah.  We're still talking about the  
12 transactions business.

13          MR. GIUNTA:  Objection to form and scope.

14          THE WITNESS:  Then -- sorry.  Could you repeat  
15 the question.

16 BY MR. SEREBOFF

17          Q     So in RPX's transactions business, when it's  
18 securing patent rights for clients, could that -- could  
19 that be in the form of a license?

20          MR. GIUNTA:  Objection to form and scope.

21          THE WITNESS:  That could be.

22 BY MR. SEREBOFF

23          Q     Okay.  Could that be in the form of a purchase  
24 of a patent rights?

25          MR. GIUNTA:  Objection to form and scope.

1 THE WITNESS: It could be.

2 BY MR. SEREBOFF

3 Q In your experience, what other form could it  
4 be?

5 MR. GIUNTA: Objection to scope.

6 THE WITNESS: There's a wide range of patent  
7 rights. For example, one example that comes to mind is  
8 a covenant not to sue. And there's varying scope of  
9 licenses. Not all licenses are equal, I suppose.

10 BY MR. SEREBOFF

11 Q Right. Right. Okay. So besides a license, a  
12 purchase, or a covenant not to sue, can you think of any  
13 other form of securing of a patent right that RPX does  
14 in its transactions business on behalf of its clients?

15 MR. GIUNTA: Objection to form and scope.

16 THE WITNESS: Depending on how those terms are  
17 defined, not at the moment.

18 BY MR. SEREBOFF

19 Q Okay.

20 A There may be variations of those terms, which  
21 arguably may not cover all of the patent rights that RPX  
22 may secure.

23 Q Okay. So staying with RPX's transactions  
24 business.

25 When RPX negotiates patent licenses from NPEs,

1 who is the beneficiary of the patent license?

2 MR. GIUNTA: Objection to form and scope.

3 THE WITNESS: When RPX secures patent rights,  
4 who is the beneficiary that -- could you read the  
5 question back.

6 (The deposition officer read back the question  
7 as follows:

8 "QUESTION: Okay. So staying with RPX's  
9 transactions business.

10 When RPX negotiates patent licenses from NPEs,  
11 who is the beneficiary of the patent license?")

12 THE WITNESS: That may vary depending on the  
13 transaction. There's no one party that's a beneficiary.  
14 In general, RPX is a beneficiary, I would say.

15 BY MR. SEREBOFF

16 Q And is it -- is it common for RPX members to  
17 be beneficiaries of the patent licenses?

18 MR. GIUNTA: Objection. Form and scope.

19 THE WITNESS: How would you define common in  
20 RPX members?

21 BY MR. SEREBOFF

22 Q I think we've already defined RPX members.

23 A Okay.

24 Q Common. How would you define common?

25 A I mean, is it more than 50 percent of the time

1 or -- more than 75 percent? I don't -- I mean, I -- if  
2 I put a number on it, I --

3 I don't know if I can answer the question,  
4 because I would need to review all of our licenses in  
5 order to understand that question. To answer that  
6 question.

7 Q To your knowledge, has RPX ever obtained a  
8 patent license for which none of its members benefit?

9 MR. GIUNTA: Objection. Form and scope.

10 THE WITNESS: Yes. RPX has obtained a patent  
11 license that none of the members would benefit from.

12 BY MR. SEREBOFF

13 Q And in that one that comes to your mind, did  
14 any RPX member later become a beneficiary of that  
15 license?

16 MR. GIUNTA: Objection to form and scope.

17 THE WITNESS: It depends on how you define the  
18 license. In some cases the license may flow to another  
19 party who is a beneficiary. In some cases it may not.  
20 RPX may obtain the right to sublicense. Depends on the  
21 particular agreement.

22 BY MR. SEREBOFF

23 Q So would you consider there to be a typical  
24 scenario for RPX negotiating a patent license for an  
25 NPE?

1 MR. GIUNTA: Objection to form and scope.

2 THE WITNESS: I don't think there's any single  
3 typical scenario. You guys are all very different.

4 BY MR. SEREBOFF

5 Q Has RPX ever procured a patent license which  
6 benefited Salesforce?

7 MR. GIUNTA: Objection to form and scope.

8 THE WITNESS: To my recollection, it has.

9 BY MR. SEREBOFF

10 Q And would you say it's -- it was only one  
11 time?

12 MR. GIUNTA: Objection to form and scope.

13 THE WITNESS: It might have been more than one  
14 time. But I would actually need to go back and review.  
15 I don't have those in front of me right now.

16 BY MR. SEREBOFF

17 Q Okay. All right. I want to switch contexts a  
18 little bit.

19 So the -- the IPRs here, from your declaration  
20 I understand that you were involved from the outset, the  
21 decision of whether to pursue them; is that correct?

22 A I'm sorry. I coughed. Can you repeat that.

23 Q Right. So the IPRs here, you were involved  
24 early in the RPX decision making as to whether to pursue  
25 these IPRs. Is that true?

1 A Depending on how you define early, I suppose.

2 Q Do you know how much RPX has spent on these  
3 IPRs?

4 MR. GIUNTA: Objection. Scope.

5 THE WITNESS: Not off the top of my head. I  
6 don't know the precise amount.

7 BY MR. SEREBOFF

8 Q Could you tell me the approximate amount?

9 MR. GIUNTA: Objection to scope.

10 THE WITNESS: Not comfortable disclosing the  
11 approximate amount to you. I -- I don't really know  
12 the -- depending on how you define approximate, number  
13 one. But number two, you're representing the other  
14 side, and it doesn't seem fair that you would know --  
15 have access to how much we're spending on a particular  
16 case.

17 BY MR. SEREBOFF

18 Q So are you refusing to answer the question?

19 A I would -- I would consider the amount that  
20 we've spent to the -- the exact amount that we spent to  
21 be privileged.

22 The approximate amount, I would say it's  
23 probably [REDACTED]. I don't  
24 know how much more exactly.

25 Q Was it more than a million dollars?



1           A     I don't know.

2           Q     Was it more than \$10 million?

3           MR. GIUNTA:  Objection to scope.

4           THE WITNESS:  If I said I don't know to more  
5 than a million, how can I know to more than 10 million?  
6 Again, I'm no mathematician, but perhaps your  
7 question -- I -- if I knew it was more than a million, I  
8 would probably know whether it was more than 10 million.  
9 Right?  I just -- I don't know whether it's more than  
10 10 million.  I -- without looking at the -- without  
11 looking at the number, I don't know.

12  BY MR. SEREBOFF

13          Q     Was it more -- has RPX spent more than a  
14 billion dollars on these IPRs?

15          MR. GIUNTA:  Objection to scope.

16          THE WITNESS:  Again -- I don't believe so.  
17 But I -- I can't know for sure without verifying with a  
18 hundred percent accuracy.

19  BY MR. SEREBOFF

20          Q     And in your -- in your job working for RPX,  
21 does that include -- in the course of your work for RPX,  
22 do you review invoices from counsel for these IPRs?

23          MR. GIUNTA:  Objection.  Form, scope, and  
24 relevance.

25          THE WITNESS:  I have on occasion reviewed

1 invoices at least on occasion. I believe I would say  
2 I've reviewed most of the invoices.

3 BY MR. SEREBOFF

4 Q Who at RPX is responsible for reviewing the  
5 invoices for these IPRs and approving them?

6 MR. GIUNTA: Objection. Form, scope, and  
7 relevance.

8 THE WITNESS: That would be -- depending on  
9 the time period you're talking about -- are you  
10 referring to a specific time period?

11 BY MR. SEREBOFF

12 Q Any time period. So if it changed, who -- who  
13 would have been those people?

14 MR. GIUNTA: Again, objection. Form, scope,  
15 and relevance.

16 THE WITNESS: I actually don't know with a  
17 hundred percent certainty who was doing it before me.  
18 But -- I've certainly -- like I said, I've certainly  
19 reviewed invoices relating to these IPRs.

20 BY MR. SEREBOFF

21 Q And are -- is part of your job to approve or  
22 reject invoices for these IPRs?

23 MR. GIUNTA: Objection. Form, scope, and  
24 relevance.

25 THE WITNESS: What do you mean part of my job?

1 Is that -- are you asking whether it's defined in my job  
2 responsibilities or whether I commonly do that?

3 BY MR. SEREBOFF

4 Q Whether you commonly do it. Do you  
5 commonly -- is it common within your work scope to  
6 approve or reject invoices for these IPRs?

7 MR. GIUNTA: Objection. Form, scope, and  
8 relevance.

9 THE WITNESS: Again, depending on how we  
10 define common, I guess it would be.

11 BY MR. SEREBOFF

12 Q Okay. Is there anyone else besides you at  
13 RPX --

14 MR. GIUNTA: Just hold on one second. We've  
15 been going about an hour. I'm not sure other than  
16 asking him if the word privity in his declaration, that  
17 you've asked a single question about the scope of his  
18 testimony.

19 We're giving you lots of latitude, but at some  
20 point we're not going to let this be an open-ended  
21 deposition where you can explore all kinds of things  
22 you're interested in knowing about RPX. So I'm just  
23 asking you to get to the scope of his testimony and why  
24 we're here today.

25 MR. SEREBOFF: Okay. Was there a question,

1 Karen?

2 DEPOSITION OFFICER: You were starting a  
3 question.

4 BY MR. SEREBOFF

5 Q Okay. You said earlier -- you testified  
6 earlier that you had been involved in a decision as to  
7 whether to file these IPRs?

8 A Is that a question or a statement?

9 Q It's a question.

10 A The question is did I testify earlier as to  
11 whether I was involved in -- I -- I don't actually  
12 recall whether I specifically said those words.

13 But certainly in my declaration in paragraph 2  
14 indicates I am familiar with the reasons why RPX files  
15 petitions for inter partes review in general and was  
16 personally involved in RPX's decision to file the  
17 petitions for the inter partes review proceedings  
18 numbered IPR2015 dash 01750, dot dot dot.

19 Q When was the earliest that you were involved  
20 in discussions within RPX to seek invalidation of the  
21 AIT patents? That would be the 111 patent and the 482  
22 patent.

23 A I don't recall the exact date.

24 Are you asking for the date? The time? How  
25 much specificity do you want? I would probably say if

1 it's down to year -- if you're willing to accept year,  
2 when was the earliest, it's -- before we filed the  
3 IPRs -- before, you know, August 2015, I guess.

4 Q Okay.

5 A Sometime there.

6 Q Could it have been as early as February of  
7 2015?

8 A It could have been.

9 Q Okay. Could it have been earlier than  
10 February of 2015?

11 A Are you asking the -- sorry. Can you go back  
12 to the original question as to whether I identified or  
13 whether -- sorry. Could you just restate the action for  
14 which the temporal -- for which you're seeking a  
15 temporal restriction?

16 Q Prior to February of 2015, were you involved  
17 in -- in any discussions regarding RPX seeking  
18 invalidation of the 482 patent or the 111 patent?

19 A I don't recall being involved in any  
20 discussions at this time.

21 Q Okay. So when do you recall was the --  
22 your -- the first discussions for -- in seeking  
23 invalidation of the 482 patent or the 111 patent by RPX?

24 A My earliest recollection at this time is  
25 sometime in February of 2015.

1 Q Okay. So -- so at that point, February of  
2 2015, were you aware whether RPX had already identified  
3 prior art to use for invalidating those two patents?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: At -- I'm not sure what you mean  
6 by at that point. February of 2015 covers an entire  
7 month there. There may have been periods within that  
8 month when RPX had not identified prior art. And there  
9 may have been periods within that month --

10 I don't know how to answer your question.  
11 You're asking about a point and referring to a month.

12 BY MR. SEREBOFF

13 Q So --

14 A I just want to answer accurately.

15 Q Sure. So do you have any recollection of  
16 whether in February of 2015, RPX had identified prior  
17 art to use as the basis for invalidating the -- the AIT  
18 111 patent or 482 patent?

19 A Yes, I have a recollection of that in  
20 February 2015.

21 Q So did --

22 A Sorry. You looked around. Was that not  
23 responsive?

24 Q No. Honestly I was just trying to understand  
25 what you just said to me. Thinking, all right --

1           A     Because I think you placed the caveat of any  
2 time in February of 2015. So I -- I responded with --  
3 that's why I ended with in February of 2015.

4           Q     Okay.

5           A     At least at some point in February of 2015, I  
6 have that recollection.

7           Q     So by the end of February of -- so by  
8 February 28th, 2015, RPX had identified prior art to  
9 assert against the -- the AIT patents, the 111 and the  
10 482?

11          A     Are you asking whether RPX had identified the  
12 specific prior art that was asserted?

13          Q     Yes. Yes.

14               MR. GIUNTA: Objection to scope.

15               THE WITNESS: I don't recall RPX had  
16 identified prior art at that time. Ongoing research.

17 BY MR. SEREBOFF

18          Q     Okay. And do you recall when RPX had  
19 finalized its decision as to what prior art to assert  
20 against the 482 patent and the 111 patent?

21          A     I don't recall when.

22               MR. GIUNTA: Counsel, just -- we've been going  
23 about an hour. When you get to a good stopping point,  
24 can we take a break? Is it an okay time?

25               MR. SEREBOFF: No, no, no. I'm not quite

1 ready yet.

2 THE WITNESS: Sorry. Was there a pending  
3 question?

4 MR. SEREBOFF: No. But if you don't mind, I  
5 want to keep going a little bit longer.

6 MR. GIUNTA: What's a little bit longer? At  
7 least I need a break soon. Steve, do you need a break?

8 THE WITNESS: Yeah. I need a restroom break.  
9 I drank too much coffee.

10 MR. GIUNTA: Let's take a break.

11 MR. SEREBOFF: I'm not ready to take a break.

12 MR. GIUNTA: I'm sorry. The witness needs to  
13 take a break. I need to use the restroom.

14 MR. SEREBOFF: We'll take -- I've got one more  
15 question. You're welcome to go, but it's my deposition.  
16 We'll take a break when I'm ready to. Thank you,  
17 counsel.

18 BY MR. SEREBOFF

19 Q So after -- so in RPX's process for seeking  
20 the invalidation of the two AIT patents, at what point  
21 did RPX select counsel?

22 A Again, you keep asking about a point, and I'm  
23 just not sure how much specificity you want, because you  
24 haven't defined a point. I'm just going to say that  
25 before we filed the IPRs in August of 2015, we had



1 selected counsel.

2 Q In approximately --

3 A I'm going to consider that responsive. And  
4 because you said only one more question, I'm going to  
5 take my break, because if you disallow me from going to  
6 the restroom, then --

7 MR. SEREBOFF: That's fine. We'll take a  
8 break. We'll go off the record.

9 (A 5-minute recess was taken.)

10 MR. SEREBOFF: Back on the record.

11 BY MR. SEREBOFF

12 Q In your declaration, Mr. Chiang, you -- are  
13 you -- you recall that you talk about RPX's reputation?

14 A I do recall saying that in my declaration.

15 Q And do you recall that in your declaration you  
16 assert that RPX filed petitions here for -- to benefit  
17 its reputation?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: I would say the more accurate  
20 terminology is to enhance our reputation. And RPX is  
21 the beneficiary of an enhanced reputation of RPX.

22 BY MR. SEREBOFF

23 Q Okay. And how is RPX's reputation enhanced  
24 from petitions for IPR here?

25 A Are you asking me to speculate as to how RPX's

1 reputation -- reputation is difficult to quantify.

2 But -- and by here, do you mean with respect to these  
3 IPRs or in general? Because --

4 Q So -- yeah. So when you and your colleagues  
5 at RPX decided to file the petitions for IPR -- these  
6 IPRs, what reputational benefit were you expecting?

7 A The reputational benefit we were expecting  
8 when we decided to file the IPRs --

9 Q Yes.

10 A -- was largely that -- was largely that we  
11 would be perceived as accurate arbiters of validity.

12 The reputational benefits would flow from the  
13 fact that there was largely a negative perception of non  
14 practicing entities asserting overbroad patents in the  
15 software space that didn't -- that were either non novel  
16 and/or obvious, and to increase its reputation as an  
17 arbiter -- as an accurate arbiter of validity.

18 One of the reputational benefits was if we  
19 succeeded in showing -- demonstrating that the claims  
20 were indeed invalid, then we perceived that we would --  
21 that would enhance our reputation.

22 Q And in paragraphs 21 and 23 of your  
23 declaration -- paragraph 21, you mention RPX's primary  
24 motivation. In paragraph 23 you mention the primary  
25 purpose. Right?

1 A Is that a --

2 Q I'm calling your attention to that.

3 A Yeah.

4 Q So when you say that RPX's primary motivation  
5 or primary purpose was for its reputation, would you  
6 agree that this leaves room for other motivations or  
7 purposes?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: I wouldn't say it leaves room  
10 for -- per se it leaves room for other motivations. But  
11 certainly there's a connotation if you're saying primary  
12 purpose, then there can be one secondary purpose, for  
13 example.

14 BY MR. SEREBOFF

15 Q So when you wrote in your declaration that  
16 RPX's primary motivation or its primary purpose was  
17 reputational, will you agree that this leaves room for  
18 other motivations or other purposes?

19 MR. GIUNTA: Objection to form.

20 THE WITNESS: I don't see where my  
21 declaration -- where you're referring to. Can you refer  
22 me to a specific paragraph?

23 BY MR. SEREBOFF

24 Q When you wrote in paragraph 21 --

25 A Okay.

1 Q -- that RPX's primary motivation was for its  
2 reputation, would you agree that this leaves room for --  
3 for other motivations for filing the petitions?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: I -- I think it's a loaded  
6 question. Because I don't see where I use that language  
7 that you're talking about in paragraph 21.

8 Paragraph 21, the first sentence reads RPX's  
9 primary motivation in filing the AIT IPR petitions was  
10 to seek cancellation by the PTAB of facially invalid  
11 patents being asserted by a non practicing entity,  
12 quote, NPE, end quote, in a manner that RPX considered  
13 highly indicative of a litigation campaign against an  
14 entire industry of software companies, based on RPX's  
15 experience with NPEs.

16 Are you implying by bringing in reputation --  
17 I just don't -- I just don't see the word reputation in  
18 there. But you're certainly -- I think you're linking  
19 it to paragraph 23. Is that what you're doing?

20 BY MR. SEREBOFF

21 Q It's okay. Let's just stick with paragraph  
22 21.

23 A Okay.

24 Q Is there any mention in your declaration of  
25 any other motivation besides what you assert here in

1 paragraph 21 for filing the petitions?

2 A The question is, is there anywhere else in my  
3 declaration that there's --

4 Q Correct.

5 A -- any --

6 Q Right.

7 A I guess it depends on how you define a  
8 motivation. Related is the motivation to want to cancel  
9 invalid patents. Given that -- at least I don't. I  
10 can't speak for every RPX employee, but I don't believe  
11 it's fair for anybody to have a monopoly over an idea  
12 that isn't novel and non obvious.

13 Q Okay. Is that in your declaration?

14 A Is what in my declaration? The statement I  
15 just made verbatim?

16 Q Correct.

17 A The statement I just made verbatim is not in  
18 my declaration.

19 Q In paragraph 23 of your declaration, the  
20 second sentence refers to the primary purpose.

21 Okay. Is there any mention in your  
22 declaration of any secondary purpose?

23 A Are you asking whether in my declaration I use  
24 the specific terminology secondary purpose?

25 Q Correct.

1           A     Is it something where you're going to do a  
2 control left and find something?

3           Q     I'm just trying to understand RPX's purpose  
4 and motivation for filing the petitions.  And I see in  
5 21 what you say there.  I see in 23 what you say there.

6                     I'm just looking for anything else in your  
7 declaration that asserts a purpose or a motivation for  
8 filing the petitions.

9           A     So paragraph 21, as you point out -- I think  
10 my declaration, you know, may shed some insight to your  
11 question.

12                     Paragraph 21 says RPX's primary motivation in  
13 filing the, dot dot dot, petitions was to seek  
14 cancellation, dot dot dot, of facially invalid patents,  
15 dot dot dot.

16                     And paragraph 23 says -- the second sentence  
17 says, the validity challenge identification team, dot  
18 dot dot, selected the AIT patents as IPR candidates for  
19 the primary purpose of benefiting RPX's reputation in  
20 future market pricing for patent acquisitions by  
21 preventing AIT from asserting its facially invalid  
22 patents, dot dot dot.

23                     So I think my declaration and -- you know, I  
24 spell out the -- you know, the -- they're not the exact  
25 same language, as you can see.  They're related.

1 Q But you think they are related?

2 A They're related.

3 Q That's fair. So aside from -- from what you  
4 said in -- in these paragraphs, were there other  
5 motivations or other purposes for filing the petitions?  
6 I'm not asking what they are. I'm just asking if there  
7 were any more.

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: Aside from what appears in  
10 paragraphs 21 and 23, you're asking? Is --

11 BY MR. SEREBOFF

12 Q Yeah. Exactly.

13 A Are there --

14 Q Yeah. And it doesn't have to be your  
15 declaration. You know, was -- when the --

16 A I have to look at my declaration, because your  
17 question is premised -- sorry. I didn't mean to  
18 interrupt, but you know --

19 Q That's fine.

20 A I -- I can't think of any motivation that  
21 falls outside of the scope of paragraph 21 and 23 in my  
22 declaration.

23 Q So I'm intrigued, because in both paragraph 21  
24 and paragraph 23, you use the term primary. Earlier in  
25 your deposition you seemed uncertain about what primary

1 meant when I asked you about RPX's primary business.

2 My question is this. Does the word -- is  
3 primary to you a precise term?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: Depending on the context, no.

6 BY MR. SEREBOFF

7 Q Okay. And in the context of your declaration,  
8 is it precise?

9 MR. GIUNTA: Objection to form.

10 THE WITNESS: I -- I don't know how to define  
11 precise. I mean, I can't answer yes, because who knows  
12 what dictionary definitions are out there that may --  
13 that you may bring up. I can't answer no, because I  
14 don't want to, you know, cast indefiniteness on what I  
15 was saying.

16 So I'm just not sure what you mean by precise.  
17 I think in general as English language goes, there's not  
18 a 100 percent precise definition, as you yourself  
19 probably understand from general claim construction  
20 principles, for example, and statutory construction.  
21 There's always some imprecision in the English language.

22 BY MR. SEREBOFF

23 Q Okay. In paragraph 22 -- since we're in this  
24 place. Paragraph 22, you talk about mapping. I  
25 believe. Stand by. There we go.



1 In the last sentence, RPX mapped the AIT  
2 patents to [REDACTED] companies, et cetera.

3 What do you mean by mapped?

4 A In this context, the term mapped refers to a  
5 [REDACTED]. And, you know, at a  
6 very high level, it's that we have patent analysts who  
7 will tag, for example -- so tag in this context means to  
8 associate, what we call tech tags with certain patents  
9 and/or claims.

10 And once those tech tags are associated with a  
11 particular, for example, patent or claim, [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 Q So what does it mean that a company is mapped  
16 to the AIT patents?

17 A That's the [REDACTED] part of it, which is that  
18 after the patent analyst, which is a human, tags --  
19 reads the patent and claims and associates a tech tag  
20 with a particular patent and/or claim, that the [REDACTED]

21 [REDACTED]

22 [REDACTED]. And it doesn't

23 necessarily mean that those companies -- it has nothing  
24 to do with infringement, for example. It's just that  
25 it's kind of a coarse filter.

1 Q That's what I thought. And so that's why  
2 further you say, RPX believed AIT might target for  
3 assertion of the AIT patents.

4 Is that roughly the meaning of a company being  
5 mapped to the AIT patents is that RPX believed that AIT  
6 might target that company for assertion of the AIT  
7 patents?

8 A Certainly that the AIT patents are mapped to  
9 [REDACTED] companies and technology areas that RPX believed AIT  
10 might target, is one way of -- for us to at least get a  
11 very coarse filter of who we believe AIT might target,  
12 which technology areas AIT might target.

13 Q And so of these [REDACTED] companies, did that  
14 include Salesforce?

15 A I -- I don't actually recall.

16 Q To your best recollection, were any of those  
17 [REDACTED] companies RPX members?

18 A I don't recall who was on that list.

19 Q Is it possible that RPX members were on the  
20 list?

21 A It's certainly possible.

22 Q Is it possible that RPX clients were on that  
23 list?

24 A It's certainly possible.

25 Q And as this coarse filter goes, in your terms,

1 is it possible that one or more of those [REDACTED] companies  
2 could actually have been infringing the AIT patents?

3 A I would say no, because you can't infringe an  
4 invalid patent.

5 Q And at the time were those patents invalid?  
6 Had they been held invalid by a court?

7 A At which time?

8 Q The time of RPX mapping the AIT patents to  
9 these [REDACTED] companies. At that time had the AIT patents  
10 been held invalid?

11 A At that time, no.

12 Q Okay. So they were valid, legally valid, even  
13 if in your belief they were invalid; right?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: Is that a question?

16 BY MR. SEREBOFF

17 Q Yes.

18 A How do define legally valid? I'm sorry.

19 Q They had not yet been held invalid by a court  
20 or by the patent office.

21 A They -- to the best of my recollection and  
22 knowledge, they had not yet been held invalid at the  
23 time of that mapping.

24 Q So putting aside validity, is it possible that  
25 any of those [REDACTED] companies were infringing the AIT

1 patents?

2 A How do you decouple validity? If you have an  
3 invalid claim, it's as if they should have never been  
4 issued. That's my understanding of patent law. If it's  
5 inconsistent with your understanding, then I'd  
6 appreciate a restatement of the question.

7 You said putting aside validity, but validity  
8 is part and parcel of a patent claim. Is it not?

9 Q So Mr. Chiang --

10 A I'm trying to -- I'm trying to -- sorry. Let  
11 me just finish. I'm trying to answer your question as  
12 best as I can. But I -- I can't answer a question  
13 that's vacuously false effectively.

14 Q Mr. Chiang, as a patent attorney, are you  
15 familiar with the term reading claims onto an accused  
16 product or service?

17 A I've heard similar terms before, yes.

18 Q So my question is, are you familiar with the  
19 term of art reading claims onto something?

20 A Yes, I'm familiar with that term.

21 Q Have you ever used that terminology, reading  
22 claims onto something?

23 A I can't recall. But possibly, yeah.  
24 Probably, yeah.

25 Q So what do you -- how -- what do you believe

1 is meant by this terminology of reading claims onto  
2 something?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: It means -- it really depends on  
5 the context. In some contexts, depending on who you're  
6 speaking with and depending on the tribunal or depending  
7 on the history of a particular patent asset, reading  
8 claims onto something might entail, for example, just a  
9 claim chart that somebody created.

10 In other context, it might be an infringement  
11 contention that served on the defendant facing an  
12 allegation of patent infringement. In other contexts,  
13 it may be something as coarse as I look at a patent and  
14 I -- patent claim, and maybe -- and I being the generic  
15 I, but, you know, it seems to be relevant to a  
16 particular product.

17 So I guess it just depends on the context.  
18 But there's no precise definition of reading claims.  
19 And you'll find probably even courts don't -- you know,  
20 courts may use the terminology, but depending on the  
21 context, it can have different contours.

22 BY MR. SEREBOFF

23 Q So based on the broadest meaning of reading  
24 claims on, as you have just testified, is it possible  
25 that the AIT patents read -- excuse me, read on any of

1 those [REDACTED] companies at the time that RPX did the  
2 mapping?

3 A Can you help me understand what you mean by  
4 the broadest. The broadest definition of reading  
5 claims? I think they might all have various  
6 overlapping -- you know, none is necessarily a superset  
7 of the other. So which one do you qualify as the  
8 broadest?

9 Q Strike that. I'll strike the question.

10 A Okay.

11 Q So Mr. Chiang, as a patent attorney, do you  
12 feel that you have skill in determining whether a claim  
13 covers a product or a service?

14 A Again, it depends on how you mean -- depending  
15 on the context for the word cover. And depending on how  
16 you would say skill.

17 I mean, I would say I have more experience  
18 than the average member of the population at reading a  
19 patent claim. And identifying potential strengths and  
20 weaknesses, I suppose, depending on, again, who -- who  
21 the strengths and weaknesses are relative to. It can be  
22 the patent owner. It can be the person who's asserting  
23 an allegation of infringement. It can be a defendant.

24 Q So tell me this, Mr. Chiang. When you were  
25 working in RPX's validity challenge identification team

1 on the -- the question of whether to seek invalidation  
2 of the AIT patents, did you appreciate at the time that  
3 a PTAB holding of invalidity would mean that a company  
4 that otherwise might be infringing would not be  
5 infringing the AIT patents?

6 MR. GIUNTA: Objection to form.

7 THE WITNESS: That's a long question. So  
8 again, the time period -- you're asking about the time  
9 period during which I was on the validity challenge  
10 identification team seeking to answer the question of  
11 whether to seek invalidation.

12 You're asking me any point in that period of  
13 time did I appreciate -- you're asking me whether I  
14 appreciated that another company -- I'm sorry. Could  
15 you finish that question, because it was kind of long.  
16 I want to get the preamble.

17 BY MR. SEREBOFF

18 Q It's okay. I'll strike the question.

19 A Okay.

20 Q So in patent litigation, when a patent owner  
21 sues for infringement of its patents, you're familiar  
22 with -- with that process; are you not?

23 MR. GIUNTA: Objection to form.

24 THE WITNESS: I'm familiar with the general  
25 process.

1 BY MR. SEREBOFF

2 Q And the accused infringer, would you say,  
3 could assert its defenses to the allegation of the  
4 infringement by the patent owner?

5 MR. GIUNTA: Objection to form.

6 THE WITNESS: Depending on the stage of the  
7 litigation, whether there are waiver issues or anything  
8 else. Certainly there might be scenarios in which an  
9 accused infringer can assert defenses.

10 BY MR. SEREBOFF

11 Q Okay. And could those defenses include  
12 invalidity?

13 A Could -- what defenses? You're talking about  
14 the same hypothetical?

15 Q Yes. Could -- can a -- is invalidity a  
16 defense to an allegation of patent infringement?

17 A It can be a defense.

18 Q Okay. And is non infringement a potential  
19 defense to an allegation of patent infringement?

20 A Non infringement can be a defense.

21 Q Okay. And so as -- I think as you have  
22 testified, if a patent is held invalid, it can't be  
23 infringed; is that correct?

24 A That's my understanding of the patent law.

25 Q So once a patent is held invalid by the patent



1 office or by a court, that means there can be no  
2 infringement of the patent; is that correct?

3 A Just to add some precision, I don't know if  
4 patents can necessarily be held invalid.

5 Patent claims can be held invalid? Is that  
6 what you mean?

7 Q Yes.

8 A Okay. If a patent claim is held invalid,  
9 it's -- cannot be infringed, assuming -- assuming the  
10 period for appeals is over and things like that. I  
11 mean, there are a bunch of caveats. That's generally  
12 speaking.

13 Q So once there's a final -- a final holding of  
14 invalidity, the patent cannot be held and cannot be  
15 infringed?

16 A Again, if you're asking whether a claim can be  
17 infringed once it has been deemed finally invalid?

18 Q Yes.

19 A That's -- that's correct. That's my  
20 understanding, yes.

21 Q Now in returning to paragraph 22 of your  
22 declaration. I think I might have asked you this, but  
23 let me ask again.

24 A Sure.

25 Q Of those [REDACTED] companies, is it possible that

1 any were RPX members?

2 A It is possible.

3 Q Okay. And is it possible that any RPX member  
4 benefits from the IPRs?

5 MR. GIUNTA: Objection to form.

6 THE WITNESS: I don't know what you  
7 necessarily mean by benefit from the IPRs.

8 BY MR. SEREBOFF

9 Q So what might a benefit from the IPRs be?

10 MR. GIUNTA: Objection to form and scope.

11 THE WITNESS: I mean, I don't know. That's  
12 your question. You're asking me to define your  
13 question?

14 BY MR. SEREBOFF

15 Q No. I'm asking you to define -- to tell me  
16 what you think is a benefit from the IPRs.

17 A Well, there can be --

18 MR. GIUNTA: I'm sorry. Objection, form and  
19 scope.

20 THE WITNESS: There can be a benefit to the --  
21 the IPR as being filed. I mean, a benefit has to flow  
22 from some kind of discrete action. Right? So are you  
23 talking about the filing or the final holding, the final  
24 written decision?

25

1 BY MR. SEREBOFF

2 Q Okay. So let's go through that. That's  
3 great.

4 So what is a benefit from the filing of -- of  
5 a petition -- strike that.

6 What is a benefit from the filing of the  
7 petitions here?

8 MR. GIUNTA: Objection to form and scope.

9 THE WITNESS: One -- one hypothetical benefit  
10 may be that if a -- for example, a news media outlet --  
11 I'm just saying a hypothetical without naming any  
12 names -- you know, reads the petitions and largely  
13 agrees with them and publishes a article that champions  
14 what RPX did in filing the petitions. A benefit would  
15 be a reputational benefit, assuming, you know, the  
16 article's read by somebody. Benefit would be  
17 reputational benefit to RPX.

18 BY MR. SEREBOFF

19 Q If -- if RPX succeeds in these IPRs -- strike  
20 that.

21 Have -- have the AIT patents been held finally  
22 invalid in these proceedings, in these IPRs?

23 MR. GIUNTA: Objection to form and scope.

24 THE WITNESS: Have they been held finally  
25 invalid. Depending on how you define finally. There

1 was a final written decision -- actually there were  
2 three final written decisions that held the contested  
3 claims to be invalid. Again, we have to focus on  
4 claims. And that was vacated by the Federal Circuit  
5 decision issued sometime last July.

6 So those final written decisions were vacated.  
7 So if you're asking final as in no appeals and no  
8 remands, no.

9 BY MR. SEREBOFF

10 Q And if RPX succeeds in its goal in these IPRs  
11 of having the claims at issue held -- finally held  
12 invalid, would that benefit RPX?

13 A I -- I don't know for sure. Again,  
14 reputational benefits are hard to measure. But without  
15 having concrete evidence, I mean, I would say yeah. We  
16 would prefer that outcome to not.

17 Q Would that benefit Salesforce?

18 MR. GIUNTA: Objection to form and scope.

19 THE WITNESS: I -- I don't know. I can't --  
20 perhaps it would.

21 BY MR. SEREBOFF

22 Q Do you believe that Salesforce has benefited  
23 in any way from the IPRs?

24 MR. GIUNTA: Objection to form and scope.

25 THE WITNESS: Again, I think benefit is

1 largely a matter of perception. So I -- I don't know.  
2 As you know and I've testified, we've not discussed any  
3 benefit of these IPRs with Salesforce. And to the  
4 extent Salesforce is perceiving a benefit, they might  
5 be. But there are certainly maybe some scenarios in  
6 which Salesforce could be perceiving a non benefit.

7 So I -- I can't speculate on their perception  
8 of a benefit.

9 BY MR. SEREBOFF

10 Q Are you familiar with AIT's lawsuit against  
11 Salesforce?

12 A I'm aware that there's -- AIT I think has a  
13 lawsuit against Salesforce.

14 Q And are you aware that that lawsuit has been  
15 stayed?

16 A I am aware that that lawsuit has been stayed.

17 Q Do you know why it was stayed?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: I do know why it was stayed.

20 BY MR. SEREBOFF

21 Q Why was it stayed?

22 A In -- in my recollection, it was stayed  
23 because of the fact that there were pending validity  
24 challenges filed by RPX against the patents in suit.

25 Q Do you believe that the stay in that lawsuit

1 has benefited RPX -- I'm sorry, the stay in that lawsuit  
2 has benefited Salesforce?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: Restate the whole question. Are  
5 you asking for a benefit to RPX or to Salesforce?

6 BY MR. SEREBOFF

7 Q To Salesforce. So let me just repeat the  
8 question.

9 A Yeah. Thank you.

10 Q Do you believe the stay in AIT's lawsuit  
11 against Salesforce has benefited Salesforce?

12 MR. GIUNTA: Objection to form.

13 THE WITNESS: Again, I don't know for sure,  
14 given that Salesforce was the movant, m-o-v-a-n-t, if I  
15 recall correctly, they -- they may have benefited. They  
16 may be perceiving -- on the other hand, they may be  
17 perceiving --

18 You know, maybe they moved for a stay. Who  
19 knows. We're just playing hypotheticals, because I'm  
20 not Salesforce. Maybe they moved for a stay and they're  
21 not. They're thinking, oh, we should have moved for a  
22 stay. We should have just invalidated the patents on  
23 our own.

24 BY MR. SEREBOFF

25 Q And when you were working with RPX's

1    invalidity challenge identification team in making its  
2    decision to file the petitions, was there any mention  
3    that invalidation of these patents would benefit  
4    Salesforce?

5                    MR. GIUNTA:  Objection to form.

6                    THE WITNESS:  I don't recall any benefit to  
7    Salesforce being discussed.  What I do recall is that  
8    Salesforce may have negatively perceived some parties.  
9    I don't know.

10                   But just in our general experience, many  
11    parties are -- don't like the fact that other parties  
12    get involved in their lawsuits.  Or not get involved,  
13    but have -- you know, do something that may affect the  
14    outcome of their lawsuit in a negative way.

15                   And I don't recall any discussion of a  
16    benefit, but I certainly recall discussions, as I've  
17    indicated in my declaration, of negative perceptions  
18    that Salesforce may have had.

19    BY MR. SEREBOFF

20                   Q     And at the time that you and your colleagues  
21    on the validity identification -- validity challenge  
22    identification team decided to file the petitions, at  
23    that time, did you know that Salesforce was time barred  
24    from filing petitions for IPR against the AIT patents  
25    itself?

1           A     Again, there's no specific time that we made  
2 that decision -- I mean, if you're -- are you asking  
3 about the time it was approved or at the time we  
4 identified it as a potential candidate?

5           Q     So before -- before RPX filed the petitions --

6           A     Okay.

7           Q     -- were you aware that Salesforce was time  
8 barred from filing its own --

9           A     Yes, we were aware.

10          Q     Okay. So you knew that Salesforce could not  
11 file its own petitions for IPR?

12          A     It was our understanding at the time, yes.

13          Q     Okay. Before filing the petitions, did RPX  
14 ask Salesforce if Salesforce would be upset with RPX  
15 filing the petitions?

16          A     No.

17          Q     Has Salesforce ever objected to RPX having  
18 filed the petitions?

19                MR. GIUNTA: Objection to form.

20                THE WITNESS: I -- I don't know. Are you  
21 asking whether they've objected internally? Maybe.  
22 Have they objected to RPX?

23 BY MR. SEREBOFF

24          Q     So has Salesforce ever objected to RPX -- the  
25 filing by RPX of the petitions?



1 MR. GIUNTA: Objection to form.

2 THE WITNESS: I -- not -- not to my knowledge.  
3 To my knowledge, Salesforce has never provided any kind  
4 of feedback for RPX. With respect to the petitions.

5 BY MR. SEREBOFF

6 Q And as far as the IPR proceedings themselves,  
7 has Salesforce ever provided any feedback to RPX?

8 A Not to my knowledge, no.

9 Q So RPX has never objected to RPX pursuing the  
10 IPRs?

11 A RPX has never objected to --

12 Q I'm sorry. Has Salesforce ever objected to  
13 RPX pursuing the IPRs?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: So you mean has Salesforce ever  
16 communicated to RPX an objection?

17 BY MR. SEREBOFF

18 Q Yes.

19 A To my knowledge, no. But again, I --  
20 they're --

21 Q Right.

22 A Obviously I can't -- I'm not omniscient, but,  
23 you know.

24 Q I'm just asking for your knowledge.

25 A Right. Right.

1 Q Mr. Chiang, you're not a 30(b)(6) witness.  
2 You're a fact witness. So this is all within your  
3 knowledge.

4 A Right.

5 Q So to your knowledge, did Salesforce ever ask  
6 RPX to withdraw the petitions?

7 A No.

8 Q Now you testified before that -- that your  
9 team was concerned that Salesforce might be upset with  
10 RPX filing the petitions; is that correct?

11 MR. GIUNTA: Objection to form.

12 THE WITNESS: I don't recall the exact  
13 terminology I used, but I mean, reacted negatively,  
14 possibly been upset, yeah.

15 BY MR. SEREBOFF

16 Q Okay. Could you explain to me more the  
17 calculus that your team made about balancing the risk  
18 of -- of Salesforce having negative feelings versus the  
19 other benefits that RPX might obtain?

20 A I believe a good starting point for answering  
21 your question is paragraph 28 of my declaration. On  
22 page 19, slightly above the middle of the page, I -- I  
23 indicate as to B, which refers back to the likelihood  
24 that the RPX client would react negatively if RPX's IPRs  
25 were not successful in invalidating the AIT patents,

1 because an unsuccessful validity challenge would likely  
2 embolden the plaintiff patent owner.

3 And subpart C, which reads, the likelihood  
4 that the RPX client would react negatively if RPX took  
5 claim construction positions in the AIT IPRs, that might  
6 be inconsistent with claim construction positions that  
7 the client planned to advance to support non  
8 infringement positions in the litigation.

9 So with that as the backdrop, I indicate in  
10 paragraph 19 as to B and C, we eventually overcame the  
11 concerns, because we felt very strongly that the AIT  
12 patents were facially invalid. And that we had  
13 developed strong prior art grounds that would provide  
14 multiple independent bases to successfully invalidate  
15 the patents, such that we should not allow the concerns  
16 of any uninvolved party to influence our independent  
17 decision to file.

18 So negative reaction aside, we -- because we  
19 were filing for our own independent reasons, we -- we  
20 had to maintain that independence.

21 Q And in paragraph 28, sub A. Could you read  
22 sub A for me?

23 A Twenty-seven?

24 Q No. Paragraph 28.

25 A Oh, sorry.

1 Q Paragraph 28. Same paragraph. You read B, et  
2 cetera. What does A say?

3 A A says -- so just A out of context says the  
4 risk of costly protracted discovery associated with a  
5 likely RPI challenge by the patent owner.

6 Q Has there been costly protracted discovery in  
7 these IPRs?

8 A Depending on how you define costly and  
9 depending on how you define protracted. I mean,  
10 certainly there's a case to be made that, yes, it's been  
11 burdensome for RPX. And as I sit here today, I could be  
12 doing a lot of other stuff.

13 Q You know, in the communications between RPX  
14 and Salesforce -- let's see. We have some documents  
15 that I want to put into the record.

16 A Maybe take a restroom break after this  
17 question?

18 MR. SEREBOFF: You know, why don't we take the  
19 break -- actually, let me put this -- let's go ahead.  
20 Let's take a break now. We'll go off the record. This  
21 is a good time to take the break.

22 (A 7-minute recess was taken.)

23 MR. SEREBOFF: Okay. I've got some documents  
24 here.

25 DEPOSITION OFFICER: I'm marking 2202.

1 (Exhibit 2202 was marked for identification by  
2 the deposition officer.)

3 MR. SEREBOFF: The next one.

4 DEPOSITION OFFICER: Then 2203.

5 (Exhibit 2203 was marked for identification by  
6 the deposition officer.)

7 DEPOSITION OFFICER: And this one too?

8 MR. SEREBOFF: Yeah.

9 DEPOSITION OFFICER: And 2204.

10 (Exhibit 2204 was marked for identification by  
11 the deposition officer.)

12 MR. GIUNTA: Which one is which? There's the  
13 RPX numbers on the bottom.

14 DEPOSITION OFFICER: RPX 91 is 2203. And RPX  
15 94 is 2204.

16 MR. GIUNTA: Which is 077?

17 DEPOSITION OFFICER: 077 is 2202.

18 MR. GIUNTA: Thank you.

19 BY MR. SEREBOFF

20 Q So what I put into the record as exhibits are  
21 documents that were produced by RPX in these IPRs.

22 Mr. Chiang, have you seen these documents  
23 before?

24 A To the extent they accurately reflect what was  
25 produced in the IPRs, at a quick glance I have no

1 reason -- I don't see any inconsistencies. I've seen  
2 documents similar to these.

3 Q Did you review these prior -- excuse me.  
4 Did you review these as part of your  
5 preparation for today's testimony?

6 A If you're defining a preparation for today's  
7 testimony, you know, as yesterday, I did not review  
8 these yesterday.

9 Q Now is it -- is it fair to characterize these  
10 documents as records of communications between RPX and  
11 Salesforce?

12 A Again, I would need to compare to the actual  
13 documents that were produced. I have no reason to  
14 suspect that they're not accurate copies. But to the  
15 extent they're accurate copies of the documents that  
16 were produced, then yes, they are records of  
17 communications. At least they have some data regarding  
18 communications, yes.

19 Q Right. In paragraph 5 of your declaration,  
20 could you take a look at that.

21 Could you read for me paragraph 5 of your  
22 declaration?

23 A Paragraph 5. All communications from before  
24 November 3rd, 2015 between RPX and Salesforce.com, Inc.,  
25 quote, Salesforce, end quote, regarding AIT or any AIT

1 patent were served on AIT on November 3rd, 2015, and all  
2 such communications from between November 3rd, 2015 and  
3 December 7th, 2015 were served on AIT on December 7th,  
4 2015.

5 Q What did you do to confirm the truthfulness of  
6 your statement in paragraph 5?

7 A I -- I looked at documents that may have been  
8 similar to these. Again, I don't know whether these are  
9 accurate reflections of the actual documents that were  
10 served. But I look at the -- I looked at the  
11 aforementioned served documents and didn't confirm line  
12 by line, but I did check to verify that we took the  
13 same -- roughly the same procedure. Because we took a  
14 similar procedure to effectively update the discovery  
15 since December 7th, 2015.

16 Q And your statement in paragraph 5, is that  
17 referring to the exhibits that you've just been handed,  
18 these three?

19 A Again, now I don't -- I don't think so. I  
20 don't think so. Because this statement in paragraph 5  
21 refers to regarding AIT or any AIT patent. And to the  
22 extent these documents in front me are accurate  
23 reflections of what was previously produced, I -- you  
24 know, I don't know. But I would guess that not all of  
25 them were relating to AIT or any AIT patent or...

1 Q Was anything else served on AIT on November --  
2 November 3rd, 2015 and December 7th, 2015?

3 MR. GIUNTA: Objection to form.

4 BY MR. SEREBOFF

5 Q Excuse me. Were there any other  
6 communications between RPX and Salesforce served on AIT  
7 on the dates referenced in paragraph 5?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: Served on AIT on those dates?

10 BY MR. SEREBOFF

11 Q Yes.

12 A On November 3rd or December 7th?

13 Q Yes.

14 A I -- I don't currently recall without looking  
15 at the full record. I -- there may have been --  
16 something may be escaping my memory. But these --  
17 again, like I said, these may be accurate copies of what  
18 was served.

19 Q Well, assuming that those are accurate copies  
20 of what were served --

21 A Sure.

22 Q -- were -- to your knowledge, were any other  
23 communications served as described in paragraph 5?

24 MR. GIUNTA: Objection to form.

25 THE WITNESS: Look through these. I believe



1 there were. I can't recall with a hundred percent  
2 accuracy. I believe they may have been.

3 BY MR. SEREBOFF

4 Q So these three exhibits, how would you  
5 characterize these three exhibits?

6 MR. GIUNTA: Objection to form.

7 THE WITNESS: These three exhibits are  
8 documents that you just handed to Karen, which she  
9 handed to me, regarding -- appear to be at a very quick  
10 glance -- again, without confirming line by line, that  
11 appear to be copies of documents that were -- were  
12 served on AIT.

13 BY MR. SEREBOFF

14 Q So I don't think you answered my question.

15 A I'm sorry.

16 Q So would it be -- do these appear to be logs  
17 of communications between RPX and Salesforce?

18 A Do you want me to confirm line by line or --

19 Q No.

20 A -- at a quick glance?

21 Q Quick glance.

22 A Yes, they appear to be.

23 Q Logs of communication?

24 A Yeah.

25 Q And what kinds of communications appear to be

1 logged in these exhibits?

2 MR. GIUNTA: Objection to form.

3 THE WITNESS: Oh, Exhibit -- sorry. I forget  
4 the numbering.

5 BY MR. SEREBOFF

6 Q Let me be more specific. Do they appear to  
7 log E-mails?

8 A Yes.

9 Q Do they appear to log telephone calls?

10 A Yes.

11 Q Do they appear to log voicemails?

12 A I -- yes. I see one voicemail -- yeah.

13 Multiple voicemails.

14 Q Okay. Do they appear to log in-person  
15 meetings?

16 A Yes.

17 Q To your knowledge, has RPX in these IPRs  
18 produced to AIT any of the E-mails, voicemails  
19 referenced in these logs?

20 MR. GIUNTA: Objection to form.

21 THE WITNESS: There are a lot of entries. I  
22 don't recall at this time. It's --

23 MR. SEREBOFF: You know, Karen, it's been so  
24 long. Could you read the question back, please.

25 (The deposition officer read back the question

1 as follows:

2 "QUESTION: To your knowledge, has RPX in  
3 these IPRs produced to AIT any of the E-mails,  
4 voicemails referenced in these logs?")

5 THE WITNESS: You mean produced duplicates of  
6 the -- of the mentioned -- is that what you mean?

7 BY MR. SEREBOFF

8 Q Yes.

9 A I don't recall. I don't recall. I believe we  
10 may have produced at least one. But again, without  
11 looking at the record and confirming the date and the  
12 time and matching it up to the recipients, I can't know  
13 for sure.

14 Q So in paragraph 5 of your declaration when you  
15 wrote all communications, dot dot dot, were served, do  
16 you today still believe that all communications, dot dot  
17 dot, were served?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: Again, when I -- when I wrote  
20 and reviewed this declaration, I had confirmed at that  
21 time. I had more materials before me that allowed me to  
22 confirm.

23 Right now I don't have those materials. And  
24 so I would -- effectively it would be a transitive  
25 recall where I would say that if I put it in my

1 declaration, then yes, I stand by it.

2 BY MR. SEREBOFF

3 Q Great. And in paragraph 5, you write "all."  
4 In fact, you used it I think twice.

5 When you say all, that means each and every  
6 without fail; correct?

7 A I mean, again, within the realm of human  
8 error.

9 Q Okay. A hundred percent; right? All means  
10 100 percent? We can round; right? Given that maybe  
11 99 percent is equivalent to a hundred percent, but all  
12 is a hundred percent?

13 A Are you asking me in the context of this  
14 paragraph?

15 Q Yes. Yes.

16 A Again, with the caveat that, yeah, you know --  
17 to the best of our ability at the time we were ordered  
18 to produce these, I have no reason to believe that we  
19 didn't do a diligent job in capturing all communications  
20 in that time period between RPX and Salesforce.com  
21 regarding AIT or any AIT patent.

22 Q And serving them on AIT?

23 A Correct. Yeah.

24 Q To your knowledge, in the communications that  
25 are logged here in these -- in these exhibits, did RPX

1 and Salesforce ever discuss Salesforce losing its  
2 petitions for CBM against the AIT patents?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: Could you repeat the question.  
5 I roughly have it, but I just want to make sure I'm  
6 answering correctly. Sorry, Karen. Thanks for...

7 DEPOSITION OFFICER: Sure.

8 (The deposition officer read back the question  
9 as follows:

10 "QUESTION: To your knowledge, in the  
11 communications that are logged here in these -- in these  
12 exhibits, did RPX and Salesforce ever discuss Salesforce  
13 losing its petitions for CBM against the AIT patents?")

14 THE WITNESS: Yes, I believe so.

15 BY MR. SEREBOFF

16 Q To your recollection, was Salesforce pleased  
17 that it lost the CBMs?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: I don't recall whether  
20 Salesforce was pleased or displeased.

21 BY MR. SEREBOFF

22 Q So as a patent attorney, what is the reason  
23 for filing a petition for CBM?

24 MR. GIUNTA: Objection to scope.

25 THE WITNESS: As a patent attorney files a

1     CBM, you mean?

2     BY MR. SEREBOFF

3             Q     Yeah.

4             A     -- a patent attorney file a CBM?

5             Q     What is the primary -- what is the ordinary  
6     primary reason for filing a petition for CBM?

7                     MR. GIUNTA:  Objection to form, scope.

8                     THE WITNESS:  I don't know that there's an  
9     ordinary and primary reason.  One of the reasons may be  
10    to seek to invalidate a patent or patent claims.  
11    Another reason may be to add -- create leverage in  
12    settlement negotiations.  I...

13    BY MR. SEREBOFF

14             Q     Maybe to get a good -- a favorable claim  
15    construction?

16             A     Possibly.  There's probably several other  
17    reasons.

18             Q     Right.

19             A     I don't know which one's primary.  It depends  
20    on the context of the litigation, I suppose.

21             Q     And when Salesforce filed its petitions for  
22    CBM, the ideal outcome for Salesforce would have been  
23    winning those proceedings; correct?

24                     MR. GIUNTA:  Objection to form, scope, and  
25    lack of personal knowledge.

1 THE WITNESS: I don't know what -- I mean,  
2 you're asking me about what Salesforce wanted the  
3 outcome to be?

4 BY MR. SEREBOFF

5 Q No. Not what it wanted, but what it would  
6 have gotten. If Salesforce won the CBMs, what would  
7 have been the result?

8 A How do you define win? A win can --

9 Q A final written -- so had those CBMs ended in  
10 final written decisions invalidating the subject claims  
11 of AIT's patents, would -- that would have been a win  
12 for Salesforce?

13 MR. GIUNTA: Objection. Form and scope.

14 THE WITNESS: I -- I don't know. It depends  
15 on how you define win. It depends on how much they  
16 spent on the CBM petitions. It depends on a lot of  
17 factors.

18 I -- without defining win, I'm afraid I can't  
19 answer your question. Every litigation has a different  
20 strategy. People are -- there's a spectrum of outcomes.  
21 And like you yourself just alluded to, certainly even  
22 getting a denial of a final written decision upholding  
23 claims can sometimes be a win for the petitioner,  
24 because it may have resulted in an A list type file  
25 history estoppel with respect to claim construction. I

1 cannot be -- I don't know what a win -- a win relative  
2 to who?

3 BY MR. SEREBOFF

4 Q Okay. And in the communications between RPX  
5 and Salesforce logged in these three exhibits, do you  
6 know of there being any discussion between RPX and  
7 Salesforce regarding IPRs in general?

8 MR. GIUNTA: Objection to form and scope.

9 THE WITNESS: Assuming that these are --  
10 again, with the assumption that these are accurate  
11 representations of the logs.

12 BY MR. SEREBOFF

13 Q Yes.

14 A And as I'm looking through them, I -- I don't  
15 recall any discussion. Again, you said to the best of  
16 your knowledge, so. I wasn't on all the calls.

17 Q In any of the communications referenced in  
18 these logs, are you aware of Salesforce ever saying that  
19 they believe the patents that -- any claims of the AIT  
20 patents are invalid?

21 MR. GIUNTA: Objection. Scope.

22 THE WITNESS: For the calls that I was on, I  
23 don't recall them ever making that statement.

24 BY MR. SEREBOFF

25 Q Was the validity of the claims of the AIT



1 patents ever discussed with Salesforce, as summarized in  
2 these logs?

3 MR. GIUNTA: Objection. Scope and form.

4 THE WITNESS: Again, to -- I mean, to the  
5 extent I have personal knowledge and recollection, I  
6 don't recall ever -- Salesforce or RPX ever having  
7 discussed the validity of the claims.

8 BY MR. SEREBOFF

9 Q Okay. Good. And actually that syncs with  
10 what you said in paragraph 10 of your declaration. So  
11 let's take a look at that.

12 Does RPX maintain perfect records of all  
13 communications with its clients?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: Perfect? Meaning it documents  
16 every word? No.

17 BY MR. SEREBOFF

18 Q Does RPX have perfect records of all  
19 communications, all of its communications with  
20 Salesforce?

21 A If perfect --

22 MR. GIUNTA: Objection to form.

23 THE WITNESS: If perfect again means  
24 100 percent accurate duplications, no.

25

1 BY MR. SEREBOFF

2 Q Okay. Does RPX have records of any  
3 communications by its outside counsel with Salesforce or  
4 with outside counsel for Salesforce?

5 MR. GIUNTA: Objection to form and scope.

6 THE WITNESS: So again, just to clarify the  
7 question so I can be sure I'm answering it correctly.  
8 You're talking about RPX's outside counsel in the IPRs?

9 BY MR. SEREBOFF

10 Q No.

11 A Oh.

12 Q So is RPX aware -- are you aware of whether  
13 any outside lawyer for RPX has communicated with  
14 Salesforce or Salesforce's outside counsel?

15 MR. GIUNTA: Objection to form and scope.

16 THE WITNESS: I'm not aware of any such  
17 communication.

18 BY MR. SEREBOFF

19 Q Okay. You recall in these IPRs there was an  
20 appeal to the Court of Appeals for the Federal Circuit;  
21 correct? Do you recall that?

22 A Yes.

23 Q Okay. And there was -- there was a hearing  
24 and oral argument in that appeal.

25 Are you aware of that?

1           A     I think there was just an oral argument. Was  
2 there a separate hearing?

3           Q     No, no. Just -- are you aware there was an  
4 oral argument?

5           A     Yes, I'm aware.

6           Q     Did you attend the oral argument?

7           A     Yes, I did.

8           Q     Okay. Were you aware that Salesforce had  
9 counsel at the oral argument?

10          A     I was not aware of that.

11          Q     And after the oral argument -- so -- so at the  
12 oral argument you were present in the courtroom;  
13 correct?

14          A     I was, correct.

15          Q     Okay. And at what point did you leave the  
16 courtroom?

17          A     Again, point, you mean --

18          Q     Sometime between zero and right now today. So  
19 let's narrow it down.

20          A     Zero being pivoted on what? The oral argument  
21 commencing?

22          Q     Yes.

23          A     Yes. It was sometime after the oral argument  
24 commenced to today. Yeah.

25          Q     Okay. Let's narrow it down.

1 A Sure.

2 Q Were you there at the end of the day?

3 A If I recall correctly, I left pretty much  
4 after the oral argument ended. So.

5 Q Okay.

6 A After oral arguments ended.

7 Q And did you leave the courtroom alone?

8 A I believe I was accompanied by one or more of  
9 my outside counsel at the time.

10 Q Okay. Did you leave the courthouse alone that  
11 day?

12 A If I recall correctly, I was accompanied by  
13 one or more of my outside counsel at the time.

14 Q Okay. And in between the time that you left  
15 the courtroom and left the courthouse, did you have any  
16 meetings with anyone?

17 MR. GIUNTA: Objection to form.

18 BY MR. SEREBOFF

19 Q In person in the courthouse.

20 MR. GIUNTA: Objection to form and scope.

21 THE WITNESS: How would you define meetings?  
22 You mean did I talk to anybody?

23 BY MR. SEREBOFF

24 Q Yes.

25 A If a meeting is defined as did I talk to

1 anybody, yes.

2 Q Okay. And who did you talk to?

3 MR. GIUNTA: Objection. Scope.

4 THE WITNESS: Who did I talk to before I left  
5 the courtroom?

6 BY MR. SEREBOFF

7 Q Who did you talk to --

8 A Before I left the courthouse?

9 Q Right. After you left the courtroom, but  
10 before you left the courthouse.

11 A I don't recall a complete list of all the  
12 individuals. But it probably included RPX outside  
13 counsel at the time. And I -- I believe you were there  
14 as well. I don't recall saying -- maybe I said hi.

15 Q We didn't say boo.

16 A We didn't? Sorry. We met today, so -- but  
17 I -- I don't recall talking to anybody else.

18 Q Okay. So in the time that -- so you spent  
19 some time, you know, in the presence of RPX's outside  
20 counsel, you know, outside the courtroom after the  
21 hearing?

22 A Correct.

23 MR. GIUNTA: Objection to scope.

24 BY MR. SEREBOFF

25 Q Okay. Did you see RPX's outside counsel

1 interact with anyone else in that time period?

2 MR. GIUNTA: Objection to scope.

3 THE WITNESS: I did. I did.

4 BY MR. SEREBOFF

5 Q And who did you see them interact with?

6 A You.

7 Q Okay. Anyone else?

8 MR. GIUNTA: Objection to scope.

9 THE WITNESS: Possibly a thank you to the  
10 security folks. That's it.

11 BY MR. SEREBOFF

12 Q Okay. So was there any communication with --  
13 so in that -- that time period after you left the  
14 courtroom, before you left the courthouse, are you aware  
15 of any communications by you or RPX's outside counsel  
16 there of a -- of having talked to any employee or  
17 counsel for Salesforce?

18 MR. GIUNTA: Objection. Scope.

19 THE WITNESS: To the extent I -- I was not  
20 even aware any employee or counsel for Salesforce was  
21 there.

22 BY MR. SEREBOFF

23 Q Okay.

24 A Again, you know, there was -- I certainly  
25 don't recall any kind of substantive discussion, any

1 characterization of the proceedings that my outside  
2 counsel had with any party but RPX. Me.

3 Q Okay.

4 A And each other, of course.

5 Q Okay. And in paragraph 11 of your  
6 declaration. Could you read the first sentence.

7 A Eleven?

8 Q Yes.

9 A RPX has had no communications with Salesforce  
10 regarding the issues of RPI and privity as related to  
11 post grant proceedings.

12 Q Okay. That's a conjunctive statement; right?

13 A Correct.

14 Q Okay. So which -- and conjunctive statements  
15 are necessarily unclear; right? It can be read multiple  
16 ways?

17 MR. GIUNTA: Objection to form.

18 THE WITNESS: Possibly. I mean, you're -- it  
19 seems like you're insinuating an alternate reading that  
20 perhaps I may not be contemplating. So I won't disagree  
21 with you.

22 BY MR. SEREBOFF

23 Q Okay. Is it possible to read it as RPX has  
24 had no communications with Salesforce regarding the  
25 issue of RPI as related to post grant proceedings, semi

1 colon, and RPX has had no communications with Salesforce  
2 regarding the issue of privity as related to post grant  
3 proceedings?

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: It -- I'm sorry. Is it fair to  
6 read it in that way?

7 BY MR. SEREBOFF

8 Q Yeah. Yeah. Is that --

9 A I mean -- another way to answer that question  
10 is you can replace that "and" with an and slash or, and  
11 it would still be a true statement.

12 Q Okay.

13 A So it's not like if you're looking for  
14 something where we -- where RPX spoke to Salesforce  
15 regarding the issue of RPI without discussing privity,  
16 that did not happen. And likewise, with privity,  
17 without discussing RPI, that did not happen.

18 Q Okay. And just like earlier I asked you about  
19 the word "all" and all being a hundred percent. Here  
20 you say "no."

21 That means zero?

22 A Yeah.

23 Q Okay. And when you -- when you say here RPX,  
24 does that include RPX's outside counsel?

25 MR. GIUNTA: Objection to form.



1 THE WITNESS: You know, I -- I mean -- yeah.  
2 I mean, to -- I can't guarantee -- RPX has a lot of law  
3 firms which works for it. We have a lot of outside  
4 counsel on various matters. And I can't guarantee that  
5 none of them have ever had communication with Salesforce  
6 regarding the issue of RPI and/or privity as related to  
7 post grant proceedings.

8 However, I -- you know, in the course of  
9 representation in this matter, I would be very surprised  
10 if RPX's outside RPI counsel spoke to Salesforce at all  
11 or Salesforce's outside counsel regarding the issues of  
12 RPI and/or privity as related to post grant proceedings.  
13 That would not have been something that RPX would have  
14 authorized.

15 BY MR. SEREBOFF

16 Q Have you ever asked -- have you ever asked  
17 RPX's outside IPR counsel in these proceedings about  
18 that?

19 MR. GIUNTA: Objection to form.

20 THE WITNESS: I'm -- I'm not comfortable  
21 disclosing the substance of communications that RPX has  
22 with its outside counsel. You know, you're -- you  
23 know -- I mean, I consider that to be privileged. And  
24 so -- yeah. I even consider whether or not what we ask  
25 counsel to be privileged as well.

1           So -- because your question was has RPX ever  
2 asked its counsel to confirm this. And I -- to the  
3 extent you're insinuating any kind of gamesmanship  
4 intentional that RPX said, oh, hey, you know, RPX  
5 employee, don't talk to Salesforce about RPI and/or  
6 privity related to post grant proceedings, but designate  
7 an agent to do so -- again, I don't have any  
8 recollection of that. That would have been far beyond  
9 the character of RPX and would not have been something I  
10 would have condoned in my role.

11 BY MR. SEREBOFF

12           Q     Okay. Now you just mentioned attorney-client  
13 privilege.

14                     Do you believe that Salesforce and RPX share  
15 attorney-client privilege as it relates to these IPRs?

16                     MR. GIUNTA: Objection. Scope.

17                     THE WITNESS: That's a -- that's a legal  
18 question. I haven't really looked at the -- I mean, you  
19 know, attorney-client privilege, as you understand --  
20 probably understand, varies, and depending on different  
21 jurisdictions and depending on choice of law you apply.

22                     I haven't looked at it. If you want to  
23 restate your question, I'm happy to answer it.

24 BY MR. SEREBOFF

25           Q     I'm surprised. You were very quick to assert

1 that some communications are privileged, and yet now  
2 you're -- seem to be walking back from that.

3 So tell me this. Are you aware of whether  
4 there's a common interest agreement between RPX and  
5 Salesforce as it might relate to these IPRs?

6 MR. GIUNTA: Objection to scope.

7 THE WITNESS: To my knowledge, there's no  
8 common interest agreement.

9 BY MR. SEREBOFF

10 Q Okay. And the -- so -- and there are  
11 agreements, written agreements between RPX and  
12 Salesforce as it relates to Salesforce's membership;  
13 correct?

14 A There -- as it relates to Salesforce's  
15 membership in RPX?

16 Q Yes.

17 A Yes.

18 Q Okay. And to your knowledge, are there any  
19 common -- I guess there are no common interest  
20 provisions in those agreements?

21 MR. GIUNTA: Objection to form and scope.

22 THE WITNESS: I would need to review the  
23 agreements.

24 BY MR. SEREBOFF

25 Q I'm just asking you your knowledge right now.

1 MR. GIUNTA: Objection to form and scope.

2 THE WITNESS: None that I can recall. If you  
3 give me the documents to review, I'm happy to look over  
4 them.

5 MR. SEREBOFF: Yeah. I think, you know, we're  
6 going to do that after lunch. Let me look and see if  
7 I've got any more questions and then I think I'll be  
8 ready to take a lunch break.

9 MR. GIUNTA: Okay.

10 MR. SEREBOFF: Great.

11 Yeah. Okay. Let's take a break. Go off the  
12 record.

13 (A 48-minute lunch recess was taken.)

14 MR. SEREBOFF: So we're back on the record at  
15 1:34, which is ten minutes early, and it's nice to see  
16 counsel compromising and agreeing on things.

17 Okay. I am going to put into the record the  
18 member agreement and amendments between RPX and  
19 Salesforce. So these were all produced -- these were  
20 all produced by RPX in these IPRs.

21 (Exhibit 2205 was marked for identification by  
22 the deposition officer.)

23 DEPOSITION OFFICER: I've marked Bates 14 as  
24 2205.

25 (Exhibit 2206 was marked for identification by

1 the deposition officer.)

2 DEPOSITION OFFICER: Bates 9 will be 2206.

3 (Exhibit 2207 was marked for identification by  
4 the deposition officer.)

5 DEPOSITION OFFICER: And Bates 12 will be  
6 2207.

7 MR. SEREBOFF: Okay. We're ready?

8 DEPOSITION OFFICER: Yes.

9 MR. SEREBOFF: Great. Okay.

10 BY MR. SEREBOFF

11 Q Mr. Chiang, are you familiar with these three  
12 documents, these three documents being the -- I believe  
13 the original RPX and Salesforce membership agreement and  
14 then two amendments?

15 A To the extent they are accurate copies of the  
16 originals, then yes, I'm familiar with it.

17 Q Great. So generally speaking, what does --  
18 what do these agreements cover or relate to?

19 MR. GIUNTA: Objection. Form and scope.

20 THE WITNESS: What do these agreements cover  
21 is the question. Generally speaking?

22 BY MR. SEREBOFF

23 Q Let me ask you this. Have you seen these  
24 before?

25 A Yes, I have.

1 Q Okay.

2 A To the extent they're accurate copies, yeah.

3 Q Okay. Good.

4 A So generally speaking, I would say the  
5 membership and license -- the one member -- the titled  
6 membership and license agreement dated [REDACTED]  
7 [REDACTED] I would say sets forth terms and conditions of  
8 Salesforce's membership with RPX.

9 Going in chronological order, the first  
10 amendment -- just confirm that that's correct. So the  
11 first amendment would cover the -- an amendment to the  
12 [REDACTED] amendment, by which Salesforce  
13 [REDACTED]  
14 [REDACTED]. And a variety of other amendments were  
15 made, [REDACTED].

16 And the second amendment dated [REDACTED]  
17 concerns a [REDACTED] program. It's my  
18 understanding that this [REDACTED] program ended in  
19 fall of 2014.

20 Q Are you aware of any other written agreements  
21 between RPX and Salesforce?

22 MR. GIUNTA: Objection. Scope.

23 THE WITNESS: I am aware of other written  
24 agreements between RPX and Salesforce, yeah.

25

1 BY MR. SEREBOFF

2 Q Do those include agreements relating to RPX  
3 procuring products or services from Salesforce?

4 MR. GIUNTA: Objection. Form and scope.

5 THE WITNESS: They documented -- I think the  
6 ones you're referring to were order forms by which --  
7 documents RPX order for Salesforce software.

8 BY MR. SEREBOFF

9 Q And to be honest, I'm not especially  
10 interested in those.

11 A Okay.

12 Q I'm much more interested in these.

13 So aside from what you have in front of you,  
14 these -- the membership agreement and the two  
15 amendments, and apart from like essentially RPX being a  
16 customer of Salesforce, are you aware of any other  
17 agreements of any kind, written agreements between RPX  
18 and Salesforce?

19 MR. GIUNTA: Objection. Form and scope.

20 THE WITNESS: At all over any time period?

21 BY MR. SEREBOFF

22 Q Yeah. Any time period.

23 A Yes, I am.

24 Q And what were those agreements?

25 MR. GIUNTA: Objection. Form and scope.

1 THE WITNESS: They are laid out in like -- I  
2 don't recall discussing any of them in my declaration.  
3 But if you take a look at Will Chuang's second  
4 declaration, in paragraph 13 he details those  
5 agreements.

6 MR. SEREBOFF: Okay. Let's go ahead and do  
7 that. I'm going to hand you what Karen's going to mark.  
8 It is -- that's the first.

9 Go ahead and mark that one. That's the first  
10 deck. Let's go ahead and do the second one as well.

11 DEPOSITION OFFICER: Okay. The first is 2208.

12 (Exhibit 2208 was marked for identification by  
13 the deposition officer.)

14 DEPOSITION OFFICER: And the second will be  
15 2209.

16 (Exhibit 2209 was marked for identification by  
17 the deposition officer.)

18 BY MR. SEREBOFF

19 Q So aside from the member agreement, the  
20 amendments, and what's in paragraph 13 of the second  
21 Chuang declaration, and, you know, RPX being a customer  
22 of Salesforce, are you aware of anything else, any other  
23 agreements, written agreements between RPX and  
24 Salesforce?

25 MR. GIUNTA: Objection. Form and scope.



1 THE WITNESS: Outside of those categories you  
2 enumerated, I don't believe -- I'm not aware of any.

3 BY MR. SEREBOFF

4 Q Okay. Now --

5 MR. SEREBOFF: I'm sorry, Karen. The -- the  
6 member agreement, what was that marked as?

7 MR. GIUNTA: I think it's 2205.

8 MR. SEREBOFF: Yes. 2205. Okay.

9 BY MR. SEREBOFF

10 Q So you referred to Exhibit 2205 as the member  
11 agreement.

12 What is the title of that -- that document,  
13 does it have a title?

14 MR. GIUNTA: Objection. Scope.

15 THE WITNESS: I'm sorry. Where did I refer to  
16 it?

17 BY MR. SEREBOFF

18 Q Does that document have a title? 2205.  
19 Exhibit 2205.

20 A Yes. It's called membership and license  
21 agreement.

22 Q Okay. Now when you referred to it as the  
23 membership agreement, is that membership in keeping with  
24 our earlier discussions about RPX's transactions  
25 business and that this is how Salesforce becomes a

1 subscriber for those services?

2 MR. GIUNTA: Objection. Form and scope.

3 THE WITNESS: Are you referring to a  
4 particular place in my declaration where I referred to  
5 it as the member agreement? Because I don't recall  
6 referring to it as a member agreement. It's a  
7 membership and license agreement.

8 BY MR. SEREBOFF

9 Q Okay. So you just referred to it in your  
10 testimony today --

11 A Oh, okay. Right now.

12 Q -- as a membership agreement.

13 A I don't remember -- okay. Just -- I just want  
14 to know whether you're referring to someplace in my  
15 declaration --

16 Q (Counsel shakes head.)

17 A Yeah. Okay.

18 Q So this agreement, when it speaks to being to  
19 membership, it's talking about this -- you know,  
20 membership in what we earlier discussed was RPX's  
21 transaction services?

22 MR. GIUNTA: Objection. Form and scope.

23 THE WITNESS: Is that a question or a  
24 statement?

25

1 BY MR. SEREBOFF

2 Q Yes. Yes. It's a yes or no.


3 A And the question is whether it refers to  
4 transactions or whether it covers the transactions?

5 Q I'm asking does it refer to them. Yes. Let  
6 me strike that.

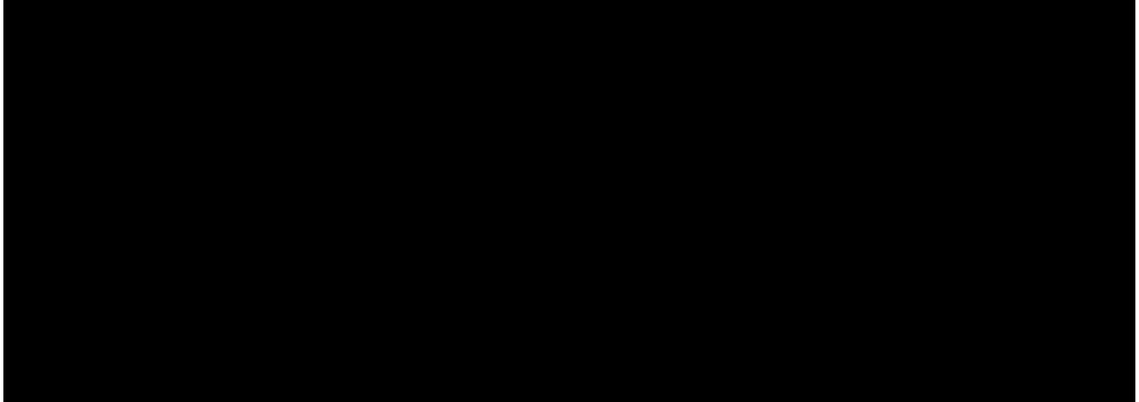
7 Okay. So Exhibit 2205, when it speaks to  
8 membership, that's membership in what?

9 MR. GIUNTA: Objection. Form and scope.

10 And counsel, I just want to ask again, I don't  
11 believe that he testified about this membership  
12 agreement. So I'm struggling to see how this is within  
13 the scope of what we're here for today. Again, we'll  
14 give you some latitude, but it needs to be tied to the  
15 scope of his direct if you're going to question him  
16 about any of these documents.

17 THE WITNESS: The -- I -- what I can point to  
18 is 

19 

20 



1 A Uh-huh.

2 Q -- paragraph 4.

3 For our benefit, could you read all of  
4 paragraph 4?

5 A Four. I have reviewed the declaration of  
6 William W. Chuang, C-h-u-a-n-g, previously filed as  
7 Exhibit 1019 in IPR 2015 dash 01750 and IPR 2015 dash  
8 01751, and as Exhibit 1119 in IPR 2015 dash 01752.  
9 Footnote --

10 Q You can skip the footnote.

11 A And I reviewed the declaration of William W.  
12 Chuang provided as Exhibit 1073. To the extent I have  
13 personal knowledge of facts discussed in either of these  
14 two declarations of Mr. Chuang, I agree with the  
15 statements in Mr. Chuang's declarations regarding those  
16 facts and have confirmed that those statements are  
17 accurate and consistent with my own recollection.

18 Q Thank you. So as reflected by your citation  
19 earlier of Mr. Chuang's second declaration, you are  
20 familiar with these two declarations of Mr. Chuang, as  
21 referenced in paragraph 4?

22 A I am familiar.

23 Q Okay. Good. By the way -- so this is  
24 interesting. So this last sentence -- when you say  
25 that -- that I agree with the statements, does that mean

1 that -- so now we have two witnesses essentially  
2 averring the same thing; right? And to the extent you  
3 have personal knowledge.

4 So do you believe that if you're making a  
5 statement -- or excuse me, if Mr. Chuang made a  
6 statement and you agree with that statement, it's more  
7 credible because there are two witnesses?

8 MR. GIUNTA: Objection to form.

9 THE WITNESS: I -- I can't answer your  
10 question. Credibility is a matter determined by  
11 tribunal in a court of competent jurisdiction.

12 Are you asking me as a just general layperson?

13 BY MR. SEREBOFF

14 Q Yes.

15 A Are you asking for a legal opinion?

16 Q No, just general layperson.

17 A Yeah. General layperson, I would say that if  
18 one person says a fact and I hear it again, the same  
19 fact from another person, I would tend to say that I  
20 would tend to slightly more believe in that fact.

21 Q Okay. So like if you had --

22 A All else equal.

23 Q All else equal. Right.

24 So you know, like you're weighing evidence.

25 Having two declarations is stronger than just having one

1 declaration?

2 MR. GIUNTA: Objection to form and scope.

3 THE WITNESS: Again, stronger? If you're  
4 asking me --

5 BY MR. SEREBOFF

6 Q More credible.

7 A Again, credibility is something that's  
8 determined by the fact finder. And if you're asking  
9 for -- are you asking for my legal opinion or --

10 Q No. Just as a layperson.

11 A As a layperson, sure. To -- again, two people  
12 saying the same thing makes it a bit stronger than one  
13 person saying the same thing.

14 Q Okay. Returning to the membership and license  
15 agreement. Can you tell me what obligation Salesforce  
16 has under this agreement? What obligations to RPX that  
17 Salesforce has?

18 MR. GIUNTA: Objection. Form and scope.

19 And again, he didn't testify about this. I'm  
20 not sure what you're asking. You want him to give you a  
21 legal opinion of this agreement that he didn't testify  
22 about? I'm just confused about the question, what it  
23 has to do with the declaration.

24 MR. SEREBOFF: You can make your objections  
25 for the record, counsel. But -- are you going to advise

1 the witness not to testify?

2 MR. GIUNTA: I'm trying to figure out how much  
3 more of this you're going to do. Because if you're  
4 going to use this witness to walk through these  
5 documents and testify about them, we'll call the board  
6 and ask them whether they think that that's what we're  
7 here to do today.

8 MR. SEREBOFF: Okay.

9 MR. GIUNTA: We've given you some leeway. I'm  
10 just trying to ask. If you're only going to ask him a  
11 couple more questions, we'll give you some more leeway.  
12 If you're going to have him -- we're going to take all  
13 this time to go through exhibits that he didn't testify  
14 about, then we should call the board, because we don't  
15 think that's why we're here today.

16 MR. SEREBOFF: Well, he's -- in his  
17 declaration he says that he's reviewed Chuang's second  
18 declaration.

19 MR. GIUNTA: He didn't say he reviewed the  
20 exhibits to it. And reviewing something and testifying  
21 about it are different things.

22 If you want to ask him which facts in Mr.  
23 Chuang's declaration he has personal knowledge of and  
24 agrees with, that seems like fair game. But seems like  
25 you want to say that his review of Mr. Chuang's



1 declaration suggests you can ask him about all the  
2 exhibits to that declaration. He didn't offer any  
3 testimony about this. Or if you can show us where he  
4 did or tie it to his testimony, then obviously that's  
5 fair game.

6 BY MR. SEREBOFF

7 Q Okay. So let's refer to the first Chuang  
8 declaration. Okay. Let's go through it. It's going to  
9 take time.

10 What are the facts -- stand by. What are the  
11 facts in that declaration with which you have personal  
12 knowledge and that you agree?

13 A In paragraph 1, I have personal knowledge that  
14 at the time Mr. Chuang signed the declaration he was  
15 vice president of client relations at RPX Corporation,  
16 quote, RPX, end quote.

17 And I have personal knowledge that his  
18 responsibilities -- I don't have personal knowledge of  
19 what his responsibilities included, but I have personal  
20 knowledge that he did oversee interactions with clients  
21 and ensured strong continuing relationships with  
22 clients.

23 I have personal knowledge that in addition to  
24 his client relations responsibilities -- this is in  
25 paragraph 2 -- he was -- he was also involved in RPX's

1 initiative -- initiatives, including RPX's patent  
2 quality initiative, because of his long history with RPX  
3 and extensive legal experience.

4 I have personal knowledge that he is generally  
5 involved in senior level discussions.

6 I have personal knowledge that he is familiar  
7 with the reasons why RPX files petitions for inter  
8 partes review. In general.

9 And I have personal knowledge that he was  
10 personally involved in RPX's decision to file the  
11 petitions for inter partes review numbered 2015 dash  
12 01750, comma, 2015 dash 01751, comma, and 2015 dash  
13 01752, quote, the AIT IPRs, end quote, concerning U.S.  
14 patents numbers 7,356,482 and 8,484,111, quote, the AIT  
15 patents, end quote, owned on their face by Applications  
16 in Internet Time, LLC, quote, AIT, end quote.

17 Moving on to paragraph 6, I have personal  
18 knowledge that RPX has many reasons for filing IPR  
19 petitions.

20 Q Mr. Chiang, we don't need you to read these  
21 statements. Just tell us whether you agree with the  
22 paragraph or not, whether you know and agree with what's  
23 stated in the paragraph.

24 A What if there's part of the paragraph that I  
25 agree -- that I have personal knowledge of and there's

1 other parts that I don't?

2 Q You should let us know. Paragraph 6 had one  
3 sentence.

4 A Okay. Let me know if this is insufficient.  
5 There are at least some statements in paragraph 7 with  
6 which I have personal knowledge. Is that okay?

7 Q Yeah.

8 A Yeah. Okay.

9 There are at least some statements in  
10 paragraph 8 with which I have personal knowledge.

11 Q When you say you have personal knowledge, and  
12 you agree with those statements?

13 A For shorthand, to the extent I have personal  
14 knowledge, yeah, I will -- I agree. I've read his  
15 declarations and -- yes.

16 There are at least some statements in  
17 paragraph 9 that we just shorthanded by doing at least  
18 some statements for paragraph -- okay.

19 At least some statements in paragraph 10.

20 At least some statements in paragraph 11.

21 At least some statements in paragraph 12. Now  
22 just for clarification, at least some statements can  
23 potentially include all. But that's -- one or more I  
24 guess is the way to define some.

25 At least some statements in paragraph 13.

1 At least some statements in paragraph 14.  
2 At least some statements in paragraph 15.  
3 At least some statements in paragraph 16.  
4 At least some statements in paragraph 17.  
5 At least some statements in paragraph 18.  
6 At least some statements in paragraph 19.  
7 At least some statements in paragraph 20.  
8 At least some statements in paragraph 21.  
9 At least some statements in paragraph 22.  
10 At least some statements in paragraph 27.  
11 At least some statements in paragraph 28.  
12 To the extent I'm aware of the communications,  
13 at least some statements in paragraph 29.  
14 At least some statements in paragraph 30.  
15 At least some statements in paragraph 31.  
16 At least some statements in paragraph 32.  
17 At least some statements in paragraph 33.  
18 At least some statements in paragraph 34.  
19 At least some statements in paragraph 35.  
20 At least some statements in paragraph 36.  
21 At least some statements in paragraph 37.  
22 At least some statements in paragraph 38. Let  
23 me take that back. Retract 38, paragraph 38.  
24 At least some statements in paragraph 39.  
25 At least some statements in paragraph 40.

1           At least some statements in paragraph 41.  
2           At least some statements in paragraph 42.  
3           At least some statements in paragraph 43.  
4           At least some statements in paragraph 44.  
5           At least some statements in paragraph 45.  
6           At least some statements in paragraph 46.  
7           At least some statements in paragraph 47.  
8           At least some statements in paragraph 48.  
9           At least some statements in paragraph 49.  
10          At least some statements in paragraph 50.  
11          At least some statements in paragraph 51.  
12          At least some statements in paragraph 52.

13   That's it.

14           Q     Great. Let's look at -- could you take a look  
15   at the second Chuang declaration. And same exercise,  
16   please.

17           A     The same shorthand applies. At least some  
18   statements in paragraph 2.

19                   At least some statements in paragraph 3.

20                   At least some statements in paragraph 5.

21                   At least some statements in paragraph 6.

22                   At least some statements in paragraph 7.

23                   At least some statements in paragraph 8.

24                   At least some statements in paragraph 9.

25                   At least some statements in paragraph 10.

1 At least some statements in paragraph 11.  
2 At least some statements in paragraph 12.  
3 At least some statements in paragraph 13.  
4 At least some statements in paragraph 14.  
5 At least some statements in paragraph 15.  
6 At least some statements in paragraph 16.  
7 At least some statements in paragraph 17.  
8 At least some statements in paragraph 18.  
9 At least some statements in paragraph 19.  
10 At least some statements in paragraph 20.  
11 At least some statements in paragraph 21.  
12 At least some statements in paragraph 22.  
13 At least some statements in paragraph 23.  
14 At least some statements in paragraph 24.  
15 At least some statements in paragraph 25.  
16 At least some statements in paragraph 26.  
17 At least some statements in paragraph 27.  
18 At least some statements in paragraph 28.  
19 At least some statements in paragraph 29.  
20 At least some statements in paragraph 30.  
21 At least some statements in paragraph 31.  
22 At least some statements in paragraph 32.  
23 At least some statements in paragraph 33.  
24 At least some statements in paragraph 34.  
25 At least some statements in paragraph 35.

1           At least some statements in paragraph 36.  
2           At least some statements in paragraph 37.  
3           At least some statements in paragraph 38.  
4           At least some statements in paragraph 39.  
5           At least some statements in paragraph 40.

6   That's it.

7           Q     Thank you.  Okay.  Going back to the first  
8   Chuang declaration.

9                     You know what I mean when I say the first  
10   Chuang declaration?

11          A     Yes.  I believe so.

12          Q     Okay.

13          A     It's the one that he signed on -- that is  
14   dated with the service date of November 30th, 2015;  
15   right?

16          Q     Right.

17          A     Yeah.

18          Q     Okay.  Paragraph 34.

19          A     Okay.

20          Q     I recall you said that you agree with at least  
21   some of that.

22                     Is there anything in 34 with which you -- you  
23   disagree or lack knowledge?

24          A     There's nothing with which I disagree.  Let's  
25   see if there's anything with which I lack knowledge.

1 No.

2 Q Okay. Paragraph 35, same exercise.

3 A I don't have personal -- there's nothing with  
4 which I disagree. I don't have personal knowledge of  
5 the first sentence. You want me to read that for the  
6 record?

7 Q No.

8 A Okay.

9 Q Okay. Paragraph 36. Let's keep going.

10 A Nothing with which I don't have personal  
11 knowledge.

12 Q Okay. Thirty-seven?

13 A I don't have personal knowledge of the first  
14 sentence. I don't have personal knowledge of the second  
15 sentence. Everything in the second sentence. I have --  
16 I don't have personal knowledge of all of the third  
17 sentence. Or I mean of -- yeah. There are parts of the  
18 third sentence with which I have personal knowledge.

19 Q Okay. Paragraph 38?

20 A I guess it depends on how you define personal  
21 knowledge, but -- I -- I don't have personal knowledge  
22 of the second sentence.

23 Q Do you believe it's accurate?

24 A Again, if I don't have personal knowledge of  
25 something, I wouldn't say -- I wouldn't go so far as to



1 say it's inaccurate, but, you know, I wasn't there  
2 watching the patent analyst -- personally watching the  
3 patent analyst evaluate the AIT patents as candidates  
4 against -- I did not at that time personally witness  
5 the -- that RPX did not evaluate the AIT patents as  
6 candidates against which to file IPRs.

7 Q So you're just unsure if it's accurate or not?

8 A Yeah. The sentence reads, RPX did not at that  
9 time evaluate the AIT patents, and I...

10 Q Okay. Let's keep going in that regard.

11 Paragraph 39, is there anything in paragraph  
12 39 where you don't know if it's accurate or inaccurate?

13 A I have personal knowledge of every statement  
14 in paragraph 39.

15 Q And so there are -- everything is accurate?

16 A I mean, the -- there may be some inaccuracy to  
17 the validity challenge team meets weekly, but it may be  
18 in the context of during what time span. Right? I  
19 mean, certainly over the winter holidays we did not meet  
20 weekly. So -- but for the most part, the idea was to  
21 meet weekly.

22 Q So -- okay. And so -- yeah, I get that. And  
23 so like you reading your colleague's writing, you  
24 understand what he means and, you know, within reason  
25 it's accurate?

1           So it's like when he writes a validity  
2 challenge team meets weekly, et cetera, it doesn't  
3 really mean exactly every week, but mostly?

4           A     Yeah.

5           MR. GIUNTA:  Objection to form.

6 BY MR. SEREBOFF

7           Q     That's fine.

8           Paragraph -- is there anything else in 39 that  
9 gives you pause, like don't know if it's accurate, might  
10 be inaccurate?

11          MR. GIUNTA:  Objection to form.

12          THE WITNESS:  The see Bates range, I would  
13 needs to confirm by myself that that's -- those numbers.

14 BY MR. SEREBOFF

15          Q     Okay.  Paragraph 40?

16          A     I -- let me see.  I had personal knowledge at  
17 one point.  The only thing that I can't recall with a  
18 hundred percent accuracy right now is the -- the  
19 preamble of the first sentence, which leads by at least  
20 February 26th, 2015.

21                So you know, I -- I can't recall.  Maybe it  
22 was February 27th.  Maybe it was February 28th.  I don't  
23 know.

24          Q     Okay.  But everything else is -- in 40 is  
25 accurate?

1 A Yeah.

2 Q Okay. Forty-one?

3 A I don't recall reviewing in much detail  
4 attachment C, the Applications Developers Alliance  
5 website, deriding patent assertions by patent trolls.

6 That's it. I don't have personal knowledge of  
7 that or I can't -- I may have looked at it at one point,  
8 but I can't recall.

9 Q Okay. Paragraph 42?

10 A I have personal knowledge of those statements.

11 Q I'm sorry. I didn't hear that. What did you  
12 say?

13 A I have personal knowledge of those statements.

14 Q So everything in 42 is accurate?

15 A Yeah.

16 Q Okay. So, for example, the parenthetical,  
17 including many RPX clients and prospective clients,  
18 that's accurate?

19 A I wouldn't be able to recall the exact names,  
20 but I do recall looking at that list of [REDACTED] different  
21 companies at one point and perusing it. To the best of  
22 my recollection, you know, they're -- there were --  
23 highly likely to be clients and prospective clients at  
24 that time.

25 Q Okay. Paragraph 43. Getting there. Hang in

1 there.

2 A Uh-huh. I have personal knowledge of all of  
3 those statements. Except for the Bates number.

4 Q Okay. Next paragraph.

5 A I have personal knowledge of paragraph 44.

6 Q So it's all accurate?

7 A Correct.

8 Q Okay. Paragraph 45?

9 A Again, I mean, it's difficult to prove a  
10 negative with respect to saying that I have personal  
11 knowledge that, you know, RPX has no unwritten or  
12 implicit understanding with Salesforce that RPX will do  
13 so. But to the extent we did a diligent -- reasonably  
14 diligent search, talked to folks about it, I would agree  
15 with that statement.

16 Q Okay. Forty-six. Paragraph 46.

17 A Personal knowledge of every statement there,  
18 similarly -- I mean, I think this goes for all of the  
19 negative statements. It's difficult to have personal  
20 knowledge of a negative, but to the -- yeah.

21 Q I'm more interested in whether it's accurate.

22 A Right. It's not inaccurate.

23 Q Okay. You don't believe --

24 A Correct.

25 Q Right. And it's more like -- okay. Paragraph

1 47?

2 A I have personal knowledge of everything in  
3 there. That's accurate. Except the personal knowledge  
4 of significant reputational -- that filing a petition  
5 would provide significant reputational benefits. I -- I  
6 don't think that's inaccurate. I don't have personal  
7 knowledge.

8 Q I'm not following you. What in particular are  
9 talking about?

10 A The sentence in paragraph 47, the first full  
11 sentence on page 19 starting with the word filing.

12 Q Uh-huh.

13 A So it says, filing a petition would do three  
14 things, and as a result -- as a result, provide  
15 significant reputational benefits to RPX.

16 And so what I'm saying is that I don't have  
17 personal knowledge that filing a petition would  
18 necessarily provide those. But I agree that that's --  
19 that's the primary motivation for filing the petition.

20 Q So just curious. So filing a petition would  
21 potentially prevent multiple future lawsuits against  
22 clients.

23 Would that be good for the clients to not have  
24 multiple future lawsuits?

25 MR. GIUNTA: Objection to form.

1 THE WITNESS: I -- I don't know for sure. I  
2 would -- I mean, all else equal, I would assume so. But  
3 I mean, it's -- it would be good for anybody to not  
4 allow a patent assertion entity to have a monopoly on an  
5 idea that's not novel. I mean, it doesn't matter  
6 whether it's clients, it's prospects, and the industry  
7 at large. The sentence as it stands is true.

8 BY MR. SEREBOFF

9 Q Right. So --

10 A Filing -- yeah.

11 Q Okay. So it's good for the clients. It's  
12 good for the prospects. It's good for the industry at  
13 large. Not getting sued on -- on these patents?

14 A Yeah. I'm under the assumption that people  
15 don't like to get sued. So.

16 Q And it seems like you guys are right. Right?  
17 There have been no additional lawsuits by AIT against  
18 any RPX client, prospect, or any other company in the  
19 industry at large?

20 A I guess that's right. Now I'm rereading that  
21 sentence, I see that another way to read the sentence it  
22 to say filing a petition would potentially provide  
23 significant reputational benefits to RPX. I mean,  
24 actually I would say that if you read it that way, then  
25 I would say I agree with the whole sentence.

1 Q Right. And I guess the way you're reading  
2 it -- and I think the fair way to read it is by  
3 preventing the lawsuits against clients, prospects, and  
4 the industry, RPX's reputation gains significant  
5 benefit?

6 A RPX would potentially enjoy significant  
7 reputational benefits.

8 Q Right. Okay. So all right. That clears --  
9 All right. So paragraph 48. Is there  
10 anything that's inaccurate or you're uncertain about?

11 A Nothing in there is inaccurate. But you know,  
12 I don't have 100 percent certainty that RPX's team  
13 confirmed that RPX had not spoken with a hundred percent  
14 accuracy. I guess it's a bit meta. Outside of RPX --  
15 for example, I -- I know that the RPX team confirmed,  
16 but I don't know -- did the confirmation process. But I  
17 don't know that there's necessarily --

18 Again, proving a negative. If you're asking  
19 whether I'm unsure of something, that's something I'm  
20 not a hundred percent sure about.

21 Q How did you go about making the confirmation?

22 MR. GIUNTA: Objection to form.

23 THE WITNESS: So we -- the team spoke to  
24 various employees -- if I recall correctly, there may  
25 have been other processes, but the team spoke to any

1 employee who would have had conversations -- actually,  
2 I -- regarding the AIT IPRs, I suppose. You know.

3 BY MR. SEREBOFF

4 Q Okay. And certainly didn't talk to any RPX  
5 clients about it; right?

6 A Correct.

7 Q Didn't talk to any prospects about it?

8 A I -- again, I mean, I can stand by that we  
9 confirmed that. But yeah.

10 Q I'm just -- I want to understand -- like, you  
11 know, confirmed that RPX should probably be named the  
12 sole real party in interest, so presumably --

13 A The idea is that if you didn't -- if RPX  
14 didn't talk to anybody besides our own outside counsel  
15 and a prior art search firm, then that's a factor to  
16 consider.

17 Q And nobody else likely would be an RPI?

18 A That's correct.

19 Q Okay. Paragraph 49, anything that you see is  
20 inaccurate or you're uncertain about?

21 A No.

22 Q Okay. So let's stay with this topic of  
23 validity challenge identification. I'm going to hand  
24 you what was previously marked as Exhibit 2018.

25 DEPOSITION OFFICER: And I'm marking it 2210.



1           (Exhibit 2210 was marked for identification by  
2 the deposition officer.)

3           MR. SEREBOFF: Okay. So just to give you guys  
4 a heads-up, I'm going to ask a series of questions about  
5 this and then we'll take a break. Yeah. I think we'll  
6 probably all be ready.

7 BY MR. SEREBOFF

8           Q     Okay. Mr. Chiang, are you familiar with this  
9 document?

10          A     To the extent it's an accurate duplicate of  
11 the -- of a presentation provided on July 2014 of  
12 validity challenge identification process, then yes, I  
13 am familiar with it.

14          Q     So this is a presentation?

15          A     That's correct.

16          Q     So like somebody put -- you know, had a big  
17 screen or a large monitor and it was up for a group of  
18 people to see?

19          A     You know what, I should recall that. But I'm  
20 just saying so, because it looks like presentation  
21 format here. But I don't -- if there was a  
22 presentation, I was probably there. But I don't  
23 currently recall that presentation right now.

24          Q     What makes you say this looks like it was a  
25 presentation?

1           A       Just the way -- I'm familiar with a lot of  
2 slides, PowerPoint presentations that RPX uses. And it  
3 looks PowerPointy. I don't think that's a real word,  
4 but --

5           Q       Really? I think -- honestly I think there was  
6 something else that we got in production that really did  
7 look like a deck.

8                   This one to me doesn't. And the reason it  
9 doesn't, I'll just tell you, is in each of these  
10 subsections, best practices, validity challenge  
11 identification team -- like typically each one of those  
12 would be a separate slide. And furthermore, you see how  
13 it says selection criteria. It rolls to the second  
14 page. And normally you wouldn't get that in a deck.

15                   But what do you think?

16                   MR. GIUNTA: Objection to form.

17                   THE WITNESS: Again, I -- I don't recall the  
18 exact presentation to the extent there was any. Given  
19 that my name's on it and -- I -- and I also disagree  
20 with your characterization, in fact, because if you're  
21 talking about the three bullet points and the meeting  
22 goals, I'm actually looking at the subsequent slides  
23 which roughly do seem to comport.

24                   I mean, I -- you know, provide overview of  
25 validity challenge identification process. Slide three

1 is the validity challenge identification process. It  
2 doesn't say the word overview or -- discuss best  
3 practices. There's a best practices slide on slide 5.  
4 And then address questions and obtain feedback is slide  
5 6.

6 So to the extent you were saying that it  
7 doesn't look like a presentation, because, you know, you  
8 would expect to see those bullet points on subsequent  
9 slides, if that's the criteria, I disagree.

10 BY MR. SEREBOFF

11 Q Now we're going back to the first two pages.  
12 You see that section that says selection criteria and it  
13 seems to roll to the second page? The marking is RPX  
14 000074.

15 A I -- the exhibit you gave me just goes up to  
16 73.

17 Q Okay.

18 A The slides are sequential, so it doesn't  
19 include 74.

20 MR. SEREBOFF: All right. Stand by. You know  
21 what, let's take a break. Go off the record.

22 (A 6-minute recess was taken.)

23 DEPOSITION OFFICER: I'm marking Exhibit 2211.

24 (Exhibit 2211 was marked for identification by  
25 the deposition officer.)

1 BY MR. SEREBOFF

2 Q Okay. So before we went off the record, we  
3 were looking at Exhibit 2210, which I was in error. I  
4 was referring to it as previously as 2018. That was  
5 actually previously 2025 and thus the confusion.

6 So what I've just handed out is now  
7 Exhibit 2211, which was previously used as Exhibit 2018.  
8 And it was marked by RPX 000074 and 75.

9 Mr. Chiang, do you see that on Exhibit 2211?

10 A I do. I think you had an extra zero in there,  
11 but --

12 Q It's getting late in the day.

13 A Uh-huh.

14 Q All right. So this was produced by RPX in  
15 these proceedings.

16 Are you familiar with Exhibit 2211?

17 A To the extent that it's an accurate duplicate  
18 of the validity challenge identification process and  
19 best practices, which I believe we've referred to as our  
20 best practices guide in my declaration, yes.

21 Q Okay. Were you an author of this?

22 A I was a coauthor.

23 Q And in the middle of the page in the section  
24 entitled validity challenge identification team, it says  
25 Steve Chiang.

1           Is that you, Mr. Chiang?

2           A     That is me.

3           Q     Okay.  So referring to the next section,  
4 selection criteria.

5                     Is this a accurate representation of the  
6 selection criteria which the validity challenge  
7 identification team used when this document was produced  
8 in deciding whether to pursue an IPR?

9           MR. GIUNTA:  Objection to form.

10           THE WITNESS:  To answer that question, I would  
11 need a certified copy of the original exhibit that was  
12 served.  But I -- I don't -- at a quick glance, I don't  
13 see any inconsistencies.

14 BY MR. SEREBOFF

15           Q     Were these the criteria that were used by your  
16 team in deciding to petition for IPR on the two AIT  
17 patents?

18           A     Were all of them criteria?  I know some of --  
19 at least some of them were criteria.

20           Q     Okay.  Let's go through --

21           A     Possibly all of them.

22           Q     Let's go through each of these bullets.  Okay?

23           A     Okay.

24           Q     I wish that they were numbered, but -- all  
25 right.  So number of patents, slash, patent families

1 asserted in campaign.

2 Was that a consideration?

3 MR. GIUNTA: Objection to form.

4 THE WITNESS: I believe so.

5 BY MR. SEREBOFF

6 Q Okay. And in considering this -- this point,  
7 do you recall how many patents or patent families you  
8 saw as being asserted in the campaign?

9 A I have a rough guess off the top of my head.  
10 But before I answer that, I think I provided this in the  
11 declaration. Refresh my memory.

12 I would need to look at the complaint -- I see  
13 in my declaration in paragraph 25 that I do say -- do  
14 refer to the first factor. But to be 100 percent  
15 accurate, I would need to just double-check by reviewing  
16 the complaints that were filed.

17 Q Okay. So Exhibit 2211, this -- is this the  
18 same document that you're referring to in the first  
19 paragraph -- I'm sorry, in paragraph 25 of your  
20 declaration, the first sentence?

21 A To the extent it's an accurate duplicate of  
22 what I referred to as Exhibit 2018?

23 Q Uh-huh.

24 A Then yes.

25 Q This is what you would have used?

1 A This is what I would have been referring to.

2 Q Okay. So that's your first factor.

3 And you know what, for now let's stick with  
4 paragraph 25 of your declaration.

5 A Sure.

6 Q It's easier. So I'm a little confused,  
7 though, because in -- in your declaration it says -- it  
8 refers to -- you see a [REDACTED] factor?

9 A Uh-huh.

10 Q Okay. How does that -- where does that show  
11 up in the -- in Exhibit 2211 in the selection criteria?

12 A That's the [REDACTED] factor. You just said it.

13 Q [REDACTED] bullet point?

14 A Yeah. The [REDACTED] bullet point reads [REDACTED]  
15 [REDACTED].

16 Q Oh, I see. So --

17 A That's in juxtaposition to the first one,  
18 which is the number of patents asserted.

19 Q Got it. All right. So -- so the -- what's  
20 the [REDACTED] factor?

21 A It reads, [REDACTED]  
22 [REDACTED].

23 Q Okay. Now looking in paragraph 25, does it  
24 refer to a [REDACTED] factor?

25 A I don't see that paragraph 25 refers to a

1 [REDACTED] factor.

2 Q Okay. And what was the [REDACTED] factor?

3 A The [REDACTED] factor reads [REDACTED]  
4 [REDACTED].

5 Q Okay. Do you recall considering [REDACTED]  
6 [REDACTED]?

7 A I believe in paragraph 26 of my declaration I  
8 talk about the [REDACTED] factor.

9 Q Great. Okay. So -- and in this case, what --  
10 what was the [REDACTED]? What does  
11 that -- what does that refer to? Were there any [REDACTED]  
12 [REDACTED] that you considered?

13 A That would include any -- for example, any

14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 Q And aside from [REDACTED]  
24 of the two AIT patents relevant here, were you aware of  
25 any other [REDACTED]?



1 A I don't recall being aware of any others.

2 Q Okay. Factor ■ -- is factor ■ referenced in  
3 your declaration?

4 A I believe it's referenced at least in  
5 paragraph 26.

6 Q Okay. Okay. And factor ■, just for the  
7 record, is what?

8 A It currently reads likelihood of a new  
9 validity challenge by another entity.

10 Q And did you consider the likelihood that  
11 Salesforce would present a new validity challenge?

12 A I -- I don't recall considering whether  
13 Salesforce would. Although, you know, it's possible  
14 that we did.

15 Q Do you recall discussing with your team the  
16 statute of limitations for Salesforce to file a petition  
17 for IPR?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: We -- I do recall that. And --  
20 yeah.

21 BY MR. SEREBOFF

22 Q And part of the reason I bring it up is that  
23 based on the timing, just to share with you, it looks  
24 like Salesforce still could have filed its own petitions  
25 for IPR at the time that your team was discussing doing

1 it. So...

2 A Okay.

3 Q Okay. Let's move to the next factor. What's  
4 the next factor?

5 A Next factor on this exhibit reads number of  
6 RPX clients, including those covered under RPX insurance  
7 policies in suit.

8 Q So why is that factor there?

9 A For a variety of reasons. But, for example,  
10 if we -- [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]. So.

15 Q And at the time you were making the  
16 consideration, your team was making this consideration,  
17 how many RPX clients were relevant to this -- this  
18 factor, factor [REDACTED]?

19 MR. GIUNTA: Objection to form.

20 THE WITNESS: Sorry. Could you repeat the  
21 question. Like I said, it's getting later in the day.

22 BY MR. SEREBOFF

23 Q Yeah. You know what, why don't you go ahead  
24 and let's take a look at factor [REDACTED] again.

25 A Uh-huh.

1 Q So it says number of RPX clients, including  
2 those covered under RPX insurance policies in suit.

3 Okay. So at the time your team was making its  
4 consideration of whether to petition for IPR of the AIT  
5 patents, how many clients -- this is factor [REDACTED]. What was  
6 the number of -- did you consider this factor at all?

7 A I believe we did, and it was one.

8 Q Okay. And that one was?

9 A Was Salesforce.

10 Q Of course. Okay. And factor [REDACTED], that's --  
11 what's that one?

12 A [REDACTED]  
13 [REDACTED]

14 Q And what was [REDACTED]?

15 A To the extent an [REDACTED]  
16 [REDACTED]. There  
17 was only one defendant at the time, I believe.

18 Q Which means [REDACTED]  
19 [REDACTED] --

20 A [REDACTED], yeah.

21 Q Okay. Factor [REDACTED]. What's factor [REDACTED]?

22 A [REDACTED]  
23 [REDACTED]

24 Q Okay. And I think your declaration addressed  
25 that factor. You don't have to agree or disagree.

1 We'll just keep moving.

2 So what's the next factor?

3 A [REDACTED]

4 Q And what does that refer to?

5 A That refers to [REDACTED]

6 [REDACTED]

7 Q [REDACTED] as to what?

8 A For example, a [REDACTED] potentially would  
9 fall within the scope of that factor.

10 Q Okay.

11 A And -- in this case, if I recall, there were

12 [REDACTED]

13 Q I think that -- so your declaration paragraph  
14 24 refers to factors [REDACTED] in the last sentence. If  
15 I'm counting one, two, three, four, five, six -- oh,  
16 good. Okay.

17 So it's still -- all right. So factors [REDACTED]

18 [REDACTED]. Explain to me factors [REDACTED].

19 MR. GIUNTA: Objection to form.

20 THE WITNESS: So just to be clear, for the  
21 record, it's -- factor [REDACTED] reads [REDACTED]

22 [REDACTED]. And factor [REDACTED] reads [REDACTED]

23 [REDACTED].

24 BY MR. SEREBOFF

25 Q Okay. And --

1 A Sorry. What was the question again?

2 Q What was your analysis regarding factors ■  
3 and ■?

4 A So we believed that AIT's likely infringement  
5 reads arguably put in the cross hairs for future  
6 lawsuits the entire software industry.

7 Q What do you mean by infringement read?

8 A Well, so it's important to not take it out of  
9 context. It's prefaced with the words AIT's likely  
10 infringement reads. We obviously didn't know what AIT's  
11 infringement reads were. We didn't have --

12 Q No, I'm sorry. I'm going to interrupt you.

13 I asked you what did you mean by infringement  
14 reads. I didn't ask you what you meant by AIT's likely  
15 infringement reads.

16 Just what is -- what did you mean there by an  
17 infringement read?

18 MR. GIUNTA: Objection to form.

19 THE WITNESS: An infringement read would  
20 potentially include how AIT would be reading the claims  
21 on accused products. Potential accused products.  
22 That's why I included the word likely, because if  
23 there's no complaint, there's no accused product.

24 BY MR. SEREBOFF

25 Q So -- right. But you still haven't told me

1 really what an infringement read is, and you're using  
2 AIT. I'm just asking what you mean by an infringement  
3 read, not what AIT was doing.

4 MR. GIUNTA: Objection to form.

5 THE WITNESS: An infringement read would be --  
6 would capture how a plaintiff is reading a particular  
7 claim or claim limitation so as to bolster its own  
8 allegation of infringement.

9 BY MR. SEREBOFF

10 Q And so you perceive that AIT was likely to  
11 believe that, as you sit here, the entire software  
12 industry would be in AIT's cross hairs?

13 MR. GIUNTA: Objection to form.

14 THE WITNESS: Are you asking me if that's what  
15 I said?

16 BY MR. SEREBOFF

17 Q No. Is that what you meant?

18 A I mean, I meant what I said. What I said is  
19 we believed AIT's likely infringement reads arguably put  
20 in their cross hairs for future lawsuits the entire  
21 software industry. Dot dot dot.

22 Q And that included some clients of -- of RPX  
23 and some prospective clients of RPX?

24 A I don't know with a hundred percent accuracy.  
25 Again, you know, I don't recall who was on that list at

1 the time, but I -- I think it's highly likely that it  
2 included RPX clients, non RPX clients. I mean, the  
3 whole world.

4 Q So this list of RPX clients that you're  
5 referring to, was that provided to -- has that ever been  
6 provided to AIT, to your knowledge?

7 MR. GIUNTA: Objection to form.

8 THE WITNESS: To my knowledge, no.

9 And just to be clear, there is no -- these  
10 lists of RPX clients, I believe there's a list of [REDACTED]  
11 companies that the tech tags mapped to, so -- and they  
12 were categorized because of [REDACTED]  
13 [REDACTED] that the patent analyst associated with the  
14 patents or claims. Not because of whether they were a  
15 client or not.

16 BY MR. SEREBOFF

17 Q Okay. So factor [REDACTED]. [REDACTED]  
18 [REDACTED].

19 Do you see that?

20 A Yes.

21 Q And [REDACTED]  
22 [REDACTED].

23 Do you see that?

24 A Yes.

25 Q Okay. [REDACTED]

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[REDACTED]

Is factor [REDACTED] addressed in your declaration?

A Indirectly possibly.

Q How so?

A Well, the [REDACTED]  
[REDACTED], I believe -- just give me a moment.

So I believe at least in paragraph 24, I -- my declaration reads, and I stand by it now, if RPX's intention had been to help extricate Salesforce from its lawsuit with AIT, RPX would have engaged with AIT's multiple overtures toward settlement. For example, to at least explore the potential terms of a license.

And we go on to say that we did not engage with AIT's settlement overtures, because RPX's motivation was to invalidate the AIT patents for RPX's own business reasons.

And here when we looked at the -- if I recall correctly, when we looked at [REDACTED]  
[REDACTED], what paragraph 24 supports is the idea that we were disinclined to -- to transact on this asset.

Q Now this reference in paragraph 24, you say RPX would have engaged with AIT's multiple overtures toward settlement.

When was the first time AIT made an overture



1 toward settlement to RPX?

2 Let me make it a binary question. Was -- did  
3 AIT make an overture to RPX regarding settlement prior  
4 to RPX filing the petitions?

5 A Not that I recall.

6 Q Okay. Before the time of AIT filing its  
7 preliminary patent owner's response in the IPRs, had AIT  
8 made an overture to RPX toward settlement?

9 A If I recall, yes.

10 Q Okay. So really -- but before the filing of  
11 the petitions, were there -- was there any discussion at  
12 all between RPX and AIT?

13 A Not that I'm aware.

14 Q No contacts at all?

15 A Not that I recall right now.

16 Q So getting back to factor -- oh, golly. Is it

17 [REDACTED]?

18 A [REDACTED]. If you're talking about estimated  
19 cost of litigation defense?

20 Q No. We're still on [REDACTED] [REDACTED]  
21 [REDACTED].

22 So at the time that your team was considering  
23 [REDACTED], at that time  
24 AIT had not yet had any discussion -- any overture to  
25 RPX regarding settlement; right?

1 A That's correct.

2 Q Okay. So aside from what happened later, how  
3 is this consideration -- when you were considering  
4 factor [REDACTED] before filing the petitions, what was  
5 the -- what was the thought of your team?

6 MR. GIUNTA: Objection to form.

7 BY MR. SEREBOFF

8 Q Did you believe that RPX might be able to  
9 acquire rights in the AIT patents?

10 A If we had wanted, maybe. We don't know.

11 But as [REDACTED] reads, is [REDACTED]  
12 [REDACTED], and given that, as I indicated in  
13 my declaration, our primary motivation was to seek  
14 cancellation of the claims, that reflected [REDACTED]  
15 [REDACTED].

16 Q Are you a member of RPX acquisitions team?

17 A I am not.

18 Q Okay. Factor [REDACTED]. Estimated cost of  
19 litigation defense.

20 What does that refer to?

21 A This refers to the estimated cost of  
22 litigation. I'm not sure how to -- how else to define  
23 that besides how it reads.

24 Q Okay. [REDACTED]?

25 A Here, [REDACTED].

1 Q Okay. And --

2 A And -- I suppose it would be to the industry.

3 So the idea is how much [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 Q Now -- you're talking about the industry, but  
10 I assume at the time you were thinking more in terms of  
11 the [REDACTED] -- is it [REDACTED] companies that -- that had been  
12 mapped? [REDACTED] companies that were mapped?

13 A I don't recall at the time whether factor [REDACTED],  
14 we were thinking of the cost to those [REDACTED] companies  
15 versus to the industry. And I think there's very little  
16 delineation there, at least in part because the [REDACTED]  
17 companies are reflection of the actual mapping. But as  
18 I indicated earlier in my testimony, that's not  
19 exhaustive, and we felt that the way that AIT was  
20 reading these patents were sufficiently broad so as to  
21 potentially capture almost anybody with a website that  
22 changes based on back end data.

23 So you know, I don't think it's important to  
24 put a fine line between the [REDACTED] companies in the  
25 industry in this case. The idea is that there's a lot

1 of [REDACTED]. And we didn't pinpoint it to [REDACTED]  
2 [REDACTED], but we just knew based on our general  
3 consensus and assessment and experience that there will  
4 be [REDACTED].

5 Q Lots of potential defendants, and when you add  
6 up the numbers, it gets pretty big pretty quickly?

7 A [REDACTED]

8 Q Yeah. I get that.

9 Now these parties that had a [REDACTED]  
10 [REDACTED], that included the clients and  
11 prospects and other companies that were in the subject  
12 of the coarse filter of the mapping?

13 MR. GIUNTA: Objection to form.

14 THE WITNESS: Again, I didn't verify each one  
15 of the [REDACTED] companies. So it was not a precise  
16 calculation so much as a general sentiment that there  
17 would be [REDACTED] because of the applicability toward  
18 the entire software industry.

19 BY MR. SEREBOFF

20 Q Right. So if RPX could invalidate these  
21 patents, then the litigation defense costs for all these  
22 parties would be -- I don't know. Better? Lower?  
23 Zero?

24 MR. GIUNTA: Objection to form.

25 THE WITNESS: Maybe.

1 BY MR. SEREBOFF

2 Q Okay. Now when you talk about the -- let me  
3 go back to your declaration. I'm sorry.

4 Okay. In paragraph 25 refers to Exhibit 2018,  
5 the best practices guide.

6 Is that Exhibit 2211? This is the best  
7 practices guide that you relied upon in -- in the  
8 circumstances of paragraph 25 of your declaration?

9 A Again, to the extent it's an accurate  
10 duplicate of Exhibit 2018, which I referred to in  
11 paragraph 25, then yes, this is the document that I've  
12 been referring to.

13 Q Has the RPX best practices guide changed since  
14 then?

15 A [REDACTED]

16 Q So, for example --

17 A You mean -- sorry. When you asked if it's  
18 changed, you're talking about the content; right.

19 Q Yeah. Yeah.

20 A [REDACTED]

21 Q Okay. So, for example, after the Federal  
22 Circuit decision in the appeal of these IPRs, [REDACTED]

23 [REDACTED]

24 MR. GIUNTA: Objection. I'm sorry. I'm not  
25 trying -- he shouldn't be talking about how RPX views

1 that decision and its impact on anything given that it's  
2 an ongoing matter.

3 MR. SEREBOFF: This is just a binary question.

4 BY MR. SEREBOFF

5 Q You can answer the question.

6 MR. GIUNTA: No, I'm going to instruct him not  
7 to answer anything about how RPX views the impact of the  
8 Federal Circuit decision on RPI, given that he's part of  
9 RPX's legal team. It's privileged. It's work product.  
10 And you're the other side in that contested matter.

11 MR. SEREBOFF: So all I've asked is has the  
12 best practices guide changed since -- I didn't ask why.  
13 There's nothing privileged about that. Just asked --  
14 it's a simple fact question. Either it's changed or it  
15 hasn't.

16 MR. GIUNTA: You can answer if it's changed.

17 MR. SEREBOFF: Okay.

18 THE WITNESS: [REDACTED]

19 BY MR. SEREBOFF

20 Q Okay. And after the Federal Circuit decision,  
21 did RPX reconsider whether Salesforce should be named as  
22 a real party in interest?

23 MR. GIUNTA: I'm going to instruct him not to  
24 answer that.

25

1 BY MR. SEREBOFF

2 Q Okay. When RPX filed the petitions, these  
3 petitions in these IPRs, did that improve RPX's  
4 reputation?

5 MR. GIUNTA: Objection to form.

6 THE WITNESS: When RPX filed the petitions.  
7 So that was back in August of 2015. So you're -- are  
8 you asking any time thereafter, I assume?

9 BY MR. SEREBOFF

10 Q Yeah. As a consequence of RPX filing --

11 A Okay.

12 Q -- the three petitions, did RPX gain  
13 reputational benefit?

14 MR. GIUNTA: Objection to form.

15 THE WITNESS: Possibly.

16 BY MR. SEREBOFF

17 Q To the best of your knowledge, did RPX gain  
18 reputational benefit as a consequence of the filing of  
19 those petitions at that time?

20 MR. GIUNTA: Objection to form.

21 THE WITNESS: I don't know.

22 BY MR. SEREBOFF

23 Q Are you aware of any criticism in the  
24 industry, as you refer to it, from RPX filing those  
25 petitions?

1           A     From the act of filing the petitions?

2           Q     Correct.

3           A     I don't have personal knowledge of criticism  
4 in the industry.

5           Q     Okay. After the Federal Circuit decision in  
6 these IPRs, are you aware of any criticism of RPX in the  
7 industry as a consequence of that?

8           A     It depends on how you define in the industry.  
9 There have been various media news outlets that have  
10 published articles of varying accuracy and -- you know,  
11 varying amounts of negative or positive light on the  
12 outcome on the Federal Circuit decision.

13                     And to the extent that those can be -- the  
14 negative ones can be -- or to the extent -- to the  
15 extent any of those articles can be considered, are  
16 criticism, sure. Given that, you know, there was a  
17 vacate and a remand of the final written decisions.

18 BY MR. SEREBOFF

19           Q     Are you aware of whether any RPX member has  
20 criticized RPX as a consequence of that Federal Circuit  
21 decision?

22                     MR. GIUNTA: Objection to scope.

23                     THE WITNESS: I'm not aware of any criticism  
24 from any member.

25



1 BY MR. SEREBOFF

2 Q So you don't -- do you know if any member has  
3 cancelled as a consequence, cancelled its membership  
4 with RPX as a consequence of the -- the Federal Circuit  
5 decision?

6 MR. GIUNTA: Objection. Scope.

7 THE WITNESS: No. I don't know whether any  
8 member has cancelled as a consequence of the Federal  
9 Circuit decision.

10 BY MR. SEREBOFF

11 Q Has any member asked RPX not to file IPRs  
12 ever?

13 MR. GIUNTA: Objection to scope.

14 THE WITNESS: To --

15 BY MR. SEREBOFF

16 Q To your knowledge.

17 A To my knowledge, not to file specific IPRs?

18 Q No, generally. Has any member said, hey, RPX,  
19 I don't want you to file any -- any IPRs?

20 MR. GIUNTA: Objection to scope.

21 THE WITNESS: No member has said that, to my  
22 knowledge.

23 BY MR. SEREBOFF

24 Q To your knowledge. And to your knowledge, has  
25 any member asked RPX in any manner not to file IPRs?

1 MR. GIUNTA: Objection. Scope.

2 THE WITNESS: Asked in any manner? So you're  
3 saying -- I don't see how that is different from the  
4 previous question.

5 BY MR. SEREBOFF

6 Q Great. Okay.

7 Now after the -- the Federal Circuit issued  
8 its opinion in these IPRs, vacating and remanding, are  
9 you knowledgeable that RPX filed a petition with the  
10 Federal Circuit for rehearing en banc?

11 A I am.

12 MR. GIUNTA: Objection. Scope.

13 BY MR. SEREBOFF

14 Q Do you believe the filing of that petition  
15 provided RPX reputational benefit?

16 MR. GIUNTA: I'm going to instruct him not to  
17 answer.

18 I don't -- I don't understand what this has to  
19 do with RPX's decision to file against Salesforce. Now  
20 you're asking about the reasons they filed a petition  
21 for cert in a case in which you represent the other  
22 side.

23 MR. SEREBOFF: No, I wasn't asking the reasons  
24 why. I just asked after it was done, did you get  
25 reputational benefit. Reputational benefit seems to be

1 pretty core here. It's mentioned repeatedly in his  
2 declaration. I'm just trying to understand what he  
3 means by reputational benefit.

4 MR. GIUNTA: No, you're not. He's not going  
5 to answer questions about why they filed a petition for  
6 cert.

7 And I'm going to once again suggest that the  
8 purpose of this deposition is what's in his declaration.  
9 He didn't talk about that petition for cert. Why are  
10 you asking questions about it? And it's an ongoing  
11 litigation on which you're the other side.

12 MR. SEREBOFF: I didn't mention the petition  
13 for cert. I asked about the petition for rehearing en  
14 banc. That was decided and denied.

15 MR. GIUNTA: Okay. Same thing. We're not  
16 going to talk about RPX's litigation strategy in a  
17 matter on which you represent the other side.

18 BY MR. SEREBOFF

19 Q Has RPX ever withdrawn a petition for IPR at  
20 the request of a member, to your knowledge?

21 MR. GIUNTA: Objection. Scope.

22 THE WITNESS: Can you repeat that question  
23 again.

24 BY MR. SEREBOFF

25 Q Has RPX ever withdrawn a petition for IPR at

1 the request of a member?

2 A Not to my knowledge. Where we file our -- any  
3 petition solely naming RPX as the sole real party in  
4 interest, we retain all control over it.

5 Q Okay.

6 A No company has a right to ask us to modify how  
7 we prosecute those petitions in any manner.

8 Q Okay. Paragraph 12 of your declaration.

9 This is a quote from Mr. Chuang's declaration;  
10 is that correct?

11 MR. GIUNTA: Objection to form.

12 BY MR. SEREBOFF

13 Q It would be his second declaration.

14 A Yes. Second declaration.

15 Q You say here, I agree with the statements in  
16 paragraph 40 of Exhibit 1073, which I have therefore  
17 copied below.

18 A I -- yes. At the time. But your question was  
19 worded such that you're asking me to confirm now whether  
20 it's -- so.

21 Q Okay.

22 A So do you want me to confirm now or just  
23 confirm that at the time I believe I accurately copied  
24 it?

25 Q Okay. Just confirm at the time that you

1 believe that you --

2 A Yeah. At the time, yeah. I believe I  
3 accurately copied.

4 Q So one of the sentences in the middle of that  
5 quote, it says when RPX concludes, after considering the  
6 facts in light of the current law, that a client or  
7 other party is a real party in interest, RPX follows one  
8 of only two options: Either RPX names that party as a  
9 real party in interest or co-petitioner in the  
10 proceeding, or RPX chooses not to file the petition.

11 Is that accurate what it says?

12 A Yes.

13 Q Okay. So here's my question. To your  
14 knowledge, has RPX ever concluded that a client or other  
15 party is a real party in interest, has RPX then chosen  
16 not to file the petition?

17 MR. GIUNTA: Objection to form.

18 THE WITNESS: Yes.

19 BY MR. SEREBOFF

20 Q And was that because the client did not want  
21 to be named as a real party in interest or  
22 co-petitioner?

23 A You're assuming it's a client. And I don't  
24 believe I mentioned that. I don't think that was  
25 imported by your previous question. So I --

1 Do you want to rephrase your question?

2 Q Sure.

3 A To capture --

4 Q So in that -- in that one or more times when  
5 RPX chose not to file a petition for IPR after having  
6 considered the facts in light of the current law in  
7 determining that in RPX's view a client or other party  
8 is a real party in interest, was that decision choice by  
9 RPX not to file the petition because that client or  
10 other party did not want to be named as a real party in  
11 interest or co-petitioner?

12 MR. GIUNTA: Objection to form.

13 THE WITNESS: I -- I don't recall. RPX has  
14 many reasons not to file the petition. Certainly that  
15 may have been one of the reasons.

16 MR. SEREBOFF: Okay. Let's take a 15-minute  
17 break. We'll go off the record.

18 (A 6-minute recess was taken.)

19 MR. SEREBOFF: We're back on the record. It's  
20 3:41. AIT has no further questions. Thank you for your  
21 time, Mr. Chiang.

22 THE WITNESS: Thank you.

23 MS. HUNT: If you could give us just a few  
24 minutes, we're going to have a short redirect.

25 MR. GIUNTA: Let's go off the record.

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(A 6-minute recess was taken.)

EXAMINATION

BY MS. HUNT

Q All right. Thank you, Mr. Chiang. We have just a few questions for you on redirect.

Could we please take a look at your declaration at paragraph 32.

A Okay.

Q So paragraph 32 of your declaration begins, paragraph 27 of Exhibit 1019 accurately describes the phone call on March 11th, 2015 in which I participated, dot dot dot.

Do you see that?

A Yes.

Q And do you still agree with this sentence today in this paragraph?

A Yes.

Q Okay. And so I believe you're currently now looking at paragraph 27 of Exhibit 1019, which is Mr. Chuang's first declaration; correct?

A Yes.

Q And you've now just now read that paragraph?

A Reread it, yeah. Correct.

Q And so do you see it says on March 11th, 2015,

1 in a phone call, dot dot dot, RPX asked Salesforce, dot  
2 dot dot, in view of the fact that Salesforce's petition  
3 for CBM review had been denied?

4 A Yes.

5 Q And you believe that to be accurate?

6 A Yes.

7 Q And so other than this phone call, are you  
8 aware of any other communication between RPX and  
9 Salesforce in which the denial of Salesforce's CBM  
10 petition was mentioned?

11 A Is the question directed to a phone call with  
12 Salesforce between RPX and Salesforce?

13 Q Any other communication between RPX and  
14 Salesforce.

15 A I'm not aware of any other.

16 MS. HUNT: Okay. So I'm going to give you  
17 exhibit to be marked.

18 DEPOSITION OFFICER: And I'll mark it as 2212.  
19 (Exhibit 2212 was marked for identification by  
20 the deposition officer.)

21 MS. HUNT: And I'll represent to you this is  
22 patent owner AIT's requests for document production to  
23 RPX dated October 20th, 2015 in these IPRs that are the  
24 subject of today's deposition.

25 Do you see that?



1 MR. SEREBOFF: Elisabeth, I think you may have  
2 handed me the wrong document, because what I'm looking  
3 at is petitioner's responses to --

4 MS. HUNT: I'm sorry. We can keep those  
5 marked. Let's just do the -- I handed out the wrong  
6 one.

7 DEPOSITION OFFICER: I'm marking that as 2213.  
8 (Exhibit 2213 was marked for identification by  
9 the deposition officer.)

10 BY MS. HUNT

11 Q Okay. So the exhibit that I just passed out,  
12 2213, I will represent to you, again, this is patent  
13 owner AIT's requests for document production to RPX  
14 dated October 20th, 2015 in the IPRs that are the  
15 subject of today's deposition.

16 Do you see that?

17 A Correct. Except that it's a -- request for  
18 document. It's just request for production.

19 Q Request for production. All right.

20 So do you see that request No. 3 says  
21 communications between RPX and Salesforce and their  
22 respective attorneys and agents relating to the  
23 challenged patents, the related IPR proceedings, or the  
24 Salesforce litigation, whether by name, code name, or  
25 euphemism; is that correct?

1 A Yes.

2 Q And so is it your understanding that that  
3 document request -- sorry, that request for  
4 communications was limited in scope to communications  
5 relating to the challenged patents and related IPR  
6 proceedings for the Salesforce litigation?

7 A Yes.

8 Q And then do you see request No. 4 was listed  
9 as documents sufficient to show the names, dates,  
10 locations, and times of any meetings or communications  
11 between Salesforce and RPX or their attorneys, after the  
12 Salesforce litigation began, unless produced under a  
13 prior request herein?

14 A Yes.

15 Q And so is it your understanding that request  
16 No. 4 was not limited in scope to communications  
17 relating to the challenged patents, related IPR  
18 proceedings, or the Salesforce litigation the way  
19 request No. 3 was?

20 A On its face, because it doesn't include that  
21 same language in 3, I think there's an argument to be  
22 made that -- request No. 4 is not so limited.

23 Q And is it your understanding -- it says unless  
24 produced under a prior request herein, that request No.  
25 4 does not include documents -- or sorry, communications

1 produced under request No. 3?

2 A Yeah.

3 Q All right. And then turning to --

4 A Yes.

5 Q -- the previous exhibit that was marked, that  
6 I handed out.

7 MS. HUNT: Was it 2212?

8 DEPOSITION OFFICER: Correct.

9 BY MS. HUNT

10 Q And I'll represent to you that that was --  
11 this exhibit that we just marked as 2212 is petitioner  
12 RPX's responses to patent owner AIT's requests for  
13 production dated November 3rd, 2015 in these IPRs that  
14 are the subject of today's deposition and that these  
15 responses were served on AIT.

16 Do you understand?

17 A Yes.

18 Q All right. So on this document, it doesn't  
19 have page numbers, but do you see the response No. 4 to  
20 request No. 4?

21 A Yes.

22 Q And again, this is the request that says  
23 documents sufficient to show the names, dates,  
24 locations, and times of any meetings or communications  
25 between Salesforce and RPX or their attorneys after the

1     Salesforce litigation began, unless produced under a  
2     prior request herein?

3             A     Yes.

4             Q     And do you see that in response No. 4 it  
5     references and indicates that the -- the document  
6     labeled Bates range RPX 000077 to RPX 000090 was  
7     responsive to request No. 4?

8             A     Yes.

9             Q     And is that the document that was marked today  
10    as Exhibit 2202?

11            A     I didn't have the exhibit numbers on my  
12    versions of --

13                    DEPOSITION OFFICER:   Wait a second.   Let me  
14    show you.

15                    THE WITNESS:   Yes.

16    BY MS. HUNT

17             Q     And this is one of the communication logs that  
18    counsel asked you about previously today?

19             A     It appears to be similar at a quick glance.

20             Q     And then do you see, continuing in response  
21    No. 4, that the document labeled Bates range RPX 000091  
22    to RPX 000093 is also listed and referenced as being  
23    responsive to request No. 4?

24             A     Yes.

25             Q     And is that the document labeled today

1 Exhibit 2203?

2 A Yes.

3 Q And then do you see that a little bit earlier  
4 in response No. 4 the document labeled Bates range RPX  
5 000094 to RPX 000098 was also referenced as being  
6 responsive to request No. 4?

7 A Yes.

8 Q And is that the document that was labeled  
9 today Exhibit 2204?

10 A Yes.

11 Q And so is it your understanding that these  
12 three communication log exhibits that counsel asked you  
13 questions about today were all produced to AIT  
14 responsive to request No. 4 of AIT's production  
15 requests?

16 A Yes.

17 Q And I believe you previously testified your  
18 understanding is that request No. 4 did not include  
19 communications produced under a prior request, including  
20 request No. 3?

21 A That's correct.

22 MS. HUNT: All right. I think we are done.  
23 Thank you.

24 MR. SEREBOFF: Thank you very much. Usual  
25 rules. So just usual rules about witness will get the

1 draft, return it, comments, usual stuff. I don't think  
2 we need any special agreements between the parties. We  
3 can go off the record.

4 DEPOSITION OFFICER: Counsel, do you need to  
5 order a copy?

6 MR. GIUNTA: Yes.

7 (Exhibits 2200 through 2213 were attached  
8 hereto.)

9 (Deposition session concluded at 3:59 p.m.)

10

11

12

13 I have read the foregoing deposition  
14 transcript and by signing hereafter, approve same.

15

16 Dated \_\_\_\_\_.

17

\_\_\_\_\_  
(Signature of Deponent)

18

19 **\* Signed on errata page inserted as**  
20 **page 166A following this page.**

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ERRATA SHEET

I, STEVE CHIANG, certify under penalty of perjury that I have read the transcript of my deposition of January 29, 2019, and have signed it subject to the following changes, if any:

PAGE	LINE	CORRECTION
<u>54</u>	<u>2</u>	<u>Change "control left" to "control-F"</u>
<u>61</u>	<u>11</u>	<u>Change "that served" to "that was served"</u>
<u>70</u>	<u>21</u>	<u>Change "should have" to "shouldn't have"</u>
<u>71</u>	<u>8</u>	<u>Change "some parties" to "the petitions"</u>
<u>87</u>	<u>24</u>	<u>Change "A list type" to "Aylus-type"</u>
<u>126</u>	<u>21</u>	<u>Change "sentence it" to "sentence is"</u>
<u>136</u>	<u>17</u>	<u>Change "challenged" to "challenge"</u>

February 28, 2019

*Steve Chiang*  
STEVE CHIANG

DATE

1 STATE OF CALIFORNIA )  
2 COUNTY OF )

3  
4 On \_\_\_\_\_ before me, (here insert name and  
5 title of the officer),  
6 personally appeared \_\_\_\_\_

7 \_\_\_\_\_  
8 \_\_\_\_\_,

9 who proved to me on the basis of satisfactory evidence  
10 to be the person(s) whose name(s) is/are subscribed  
11 to the within instrument and acknowledged to me that  
12 he/she/they executed the same in his/her/their  
13 authorized capacity(ies), and that by his/her/their  
14 signature(s) on the instrument the person(s), or the  
15 entity upon behalf of which the person(s) acted,  
16 executed the instrument.

17 I certify under PENALTY OF PERJURY under the laws of the  
18 State of California that the foregoing paragraph is true  
19 and correct.  
20

21 WITNESS my hand and official seal.

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23 Signature \_\_\_\_\_ (Seal)  
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DEPOSITION OFFICER'S CERTIFICATE

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF SAN FRANCISCO )

I, Karen Moon, hereby certify:

I am a duly qualified Certified Shorthand Reporter in the State of California, holder of Certificate Number CSR No. 12450 issued by the Court Reporters Board of California and which is in full force and effect. (Fed. R. Civ. P. 28(a)).

I am authorized to administer oaths or affirmations pursuant to California Code of Civil Procedure, Section 2093(b) and prior to being examined, the witness was first duly sworn by me. (Fed. R. Civ. P. 28(a), 30(f)(1)).

I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in this action. (Fed. R. Civ. P. 28).

I am the deposition officer that stenographically recorded the testimony in the foregoing deposition and the foregoing transcript is a true record of the testimony given by the witness. (Fed. R. Civ. P.

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30(f)(1)).

The persons who appeared at the deposition are set forth on Page 3 of the foregoing transcript.

The deposition was taken at 201 California Street, Suite 375, San Francisco, California, and began at 9:54 a.m., on Tuesday, January 29, 2019, and ended at 3:59 p.m.

Before completion of the deposition, review of the transcript was requested. Changes made by the deponent, are appended hereto and have also been made to the transcript. (Fed. R. Civ. P. 30(e)).

Dated: FEBRUARY 20, 2019



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Karen Moon  
Certified Shorthand Reporter No. 12450, RPR