

## Justin Nemunaitis

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**From:** Justin Nemunaitis  
**Sent:** Monday, September 19, 2016 6:31 PM  
**To:** Leslie V. Payne; Chris First; Douglas Wilson  
**Cc:** rapid@caldwellcc.com  
**Subject:** RE: RC WFD Motion for Stay

Les,

I understand from our call today that Weatherford will not be responding to the requests in my email below nor agreeing to move up the deadline for the RFAs I served on Friday so that we have responses before our response to the motion to stay is due. Please let me know if I have that wrong.

Regards,  
Justin

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**From:** Justin Nemunaitis  
**Sent:** Friday, September 16, 2016 4:56 PM  
**To:** Leslie V. Payne <lpayne@hpcllp.com>; Chris First <cfirst@hpcllp.com>; Douglas Wilson <dwilson@hpcllp.com>  
**Cc:** rapid@caldwellcc.com  
**Subject:** RE: RC WFD Motion for Stay

Please see the attached formalization of the RFAs in my email below.

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**From:** Justin Nemunaitis  
**Sent:** Friday, September 16, 2016 11:01 AM  
**To:** Leslie V. Payne <[lpayne@hpcllp.com](mailto:lpayne@hpcllp.com)>; 'Chris First' <[cfirst@hpcllp.com](mailto:cfirst@hpcllp.com)>; Douglas Wilson <[dwilson@hpcllp.com](mailto:dwilson@hpcllp.com)>  
**Cc:** [rapid@caldwellcc.com](mailto:rapid@caldwellcc.com)  
**Subject:** RC WFD Motion for Stay

Les and Chris,

In addressing whether a stay would prejudice Rapid Completions, Weatherford's motion contains the following factual assertion:

Since the very beginning of this case, Defendants have operated independently with regard to IPRs. Weatherford decided to file its IPRs when it did on a completely independent basis, with no consultation or agreement – explicit or implicit – with Baker Hughes or Peak.

There is no support cited for this assertion, but we would like some information to test what you mean. Because of the short turn around on our response brief, please let me know if you admit or deny the following statements by COB on Monday (our response is due on Tuesday I believe). The terms "Weatherford" and "Baker Hughes" include employees, in-house counsel, and outside counsel for those Defendant entities. The term "discussed" includes in-person and over the phone discussions, as well as written correspondence such as through email.

1. Before Weatherford filed its IPRs against the patents-in-suit, Weatherford discussed with Baker Hughes that it might file its own IPRs against one or more of the patents-in-suit.

2. Before Weatherford filed its IPRs against the patents-in-suit, Weatherford and Baker Hughes discussed which references would be included in Weatherford's IPRs.
3. Before Weatherford filed its IPRs against the patents-in-suit, Baker Hughes suggested to Weatherford that it should include one or more of the invalidity theories contained Weatherford's IPRs.
4. With regard to at least one IPR filed by Baker Hughes against a patent-in-suit, Weatherford and Baker Hughes discussed which references would be included in that IPR.
5. With regard to at least one IPR filed by Baker Hughes against a patent-in-suit, Weatherford suggested to Baker Hughes that it should include one or more of the invalidity theories contained in that IPR.
6. Weatherford did not decide to file its own IPRs against the patents-in-suit until after it discussed that idea with Baker Hughes.

These are fairly high level statements, but let me know if you believe your responses would be privileged. Also, as a procedural matter, we can treat these as RFAs, but as I said, we will need an agreement from you to provide responses by Monday COB.

Regards,  
Justin

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