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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

MYPAQ HOLDINGS LTD *
* January 26, 2022
VS. *
* CIVIL ACTION NO. W-21-CV-933
DELL TECHNOLOGIES, INC., ET AL

BEFORE THE HONORABLE ALAN D ALBRIGHT
DISCOVERY HEARING (via Zoom)

APPEARANCES:

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Proceedings recorded by mechanical stenography, transcript
produced by computer-aided transcription.

KRISTIE M. DAVIS, OFFICIAL COURT REPORTER
U.S. DISTRICT COURT, WESTERN DISTRICT OF TEXAS (WACO)

1 (January 26, 2022, 1:32 p.m.)

2 DEPUTY CLERK: Discovery hearing in Civil Action
3 W-21-CV-933, styled MyPAQ Holdings Limited versus Dell
4 Technologies, Incorporated and Dell Incorporated.

5 MR. AINSWORTH: Hi, Judge. This is Charley Ainsworth
6 along with Michael Shore, Brian Melton, Krisina Zuniga, Scott
7 Glass and Chris Bunt from my office. And our client
8 representative, Brad Close.

9 And we're ready to proceed, Your Honor.

10 THE COURT: Okey dokey.

11 MS. HEYMAN: Your Honor, this is Paula Heyman with Kevin
12 Meek, Tom Brown and Ariadna Garza for Dell.

13 And we are ready to proceed.

14 THE COURT: Very good. I'm happy to take up the issues.
15 Give me one second.

16 So, Mr. Shore, are you arguing this? Or who's arguing on
17 behalf of the plaintiff?

18 MR. SHORE: Yes, Your Honor. I'm ready to proceed
19 whenever you're ready.

20 THE COURT: I'm ready.

21 MR. SHORE: Your Honor, to give you a brief bit of
22 context, this is a case against Dell based upon their inclusion
23 of what are called fast chargers or a certain type of USB (sic)
24 charger with their various products, from laptop computers to
25 all kinds of other things.

1 It's sort of an interesting situation, in that Dell does
2 not design these products. Dell does not manufacture these
3 products. All of the design and manufacturing work is done by
4 three Taiwanese companies.

5 And so although this is a case against Dell, the most
6 discovery that we're going to be seeking in the case is going
7 to come from these Taiwanese entities that are Dell's
8 suppliers. Because Dell has literally told me on the phone
9 that they have no control over these suppliers. They can't
10 make these suppliers produce anything.

11 They have declined to tell us whether or not they've
12 demanded indemnity from the suppliers or whether the suppliers
13 are providing indemnity. They've also declined to tell us
14 who's paying for the defense, whether it's Dell or the
15 suppliers. So we don't know.

16 So what this means is the vast bulk of technical
17 discovery, and frankly a lot of financial discovery, is going
18 to have to come from these three Taiwanese entities. Taiwan is
19 not a signatory to the Hague Convention.

20 And so both document discovery and deposition discovery
21 has to be done through the letters rogatory process, which
22 means if you are forced to go through diplomatic channels,
23 which the Taiwanese can force you to go through diplomatic
24 channels, it can take up to a year or more to get the discovery
25 back.

1 The other main constraint here is it's very, very
2 expensive to go through the letters rogatory process. And it
3 is almost like having to file a lawsuit to get discovery in
4 Taiwan.

5 So it's very, very important that when you do this, you do
6 it intelligently. Because if you do it wrong or you don't ask
7 for the right things or you don't know the right things to ask
8 for or you don't know the right person to request a deposition
9 from, you would have to start the process over again. Which
10 means that it may take another year from that point in time.

11 So we think that this is an exceptional circumstance and
12 that it's a case against Dell, that Dell has claimed that they
13 do not have any control over the design documents. They don't
14 have any control over the manufacturing documents. And so
15 basically they're telling us that what they can give us from a
16 design and manufacturing standpoint is whatever their contract
17 manufacturer is willing to give them.

18 I've asked Dell to write a letter and copy us instructing
19 each of their suppliers to fully cooperate, and demanding their
20 cooperation on behalf of Dell. They have not agreed to do
21 that.

22 So what we have is we have a potentially uncooperative
23 company that may or may not have indemnity obligations, has
24 every reason, if they do have indemnity obligations, not to
25 cooperate with us.

1 And so what we are trying to do is to be able to send
2 these letters rogatory intelligently. So there's three things
3 that we've asked for: We've asked for the actual products
4 manufactured by each of these entities so we know which
5 entity's manufacturing which products. That's obviously
6 necessary so we know how to craft our requests to each entity
7 that is more product-specific.

8 We've also asked that they disclose in advance the amount
9 of each product that they buy from each of these manufacturers.
10 Because if one of these manufacturers or a product is very
11 small in volume, there's no reason to go through a year of, you
12 know, fighting to get information only to find out the
13 information isn't -- wasn't worth, you know -- the juice wasn't
14 worth the squeeze.

15 All that information should be very easy for Dell to
16 obtain through its ERP system. They just type in the vendor
17 and then they can track all the vendor costs that they paid for
18 each individual product. So it's not hard to do. They could
19 probably be done in less than two hours.

20 So that's the first category of things, is for each of
21 these manufacturers they identify, we want them to tell us what
22 parts they buy from each and, you know, how much of each so we
23 know whether or not it's financially worth it to delve into
24 that.

25 The second piece of information that we're looking for is

1 the primary contact person for Dell at each of these
2 manufacturers, because that will tell us who to depose. And so
3 we -- they don't have in Taiwan -- you cannot depose a
4 corporation like we can here with 30(b)(6). I mean, unless
5 they're a party to the case and they're subject to the federal
6 rules and the jurisdiction of the Court. In Taiwan we have to
7 name somebody. And so we're asking them to simply tell us who
8 is your primary contact at each of these manufacturers.

9 The third thing that -- or probably the most important
10 thing we're asking for is the OEM supply agreements. And these
11 are the actual agreements between Dell and these manufacturers
12 that will show -- and here's why.

13 The supply agreements are relevant to a lot of things.
14 They're ultimately, obviously, going to be produced. But this
15 would allow us to ask questions in interrogatories or request
16 for production to these suppliers about the location of sales,
17 the amount of sales, what products are subject to the sales.
18 Because all that will be identified in the schedules.

19 We'll also be able to look at the schedules. Because what
20 these supply agreements also have are pricing schedules. So in
21 other words, if you buy zero to a million parts, it's X amount.
22 If you buy more than a million parts, it's a different amount.

23 It will give us also a schedule of all the parts that are
24 being purchased. So we can ask questions in our letters
25 rogatory, we can say, tell us about this part pursuant to this

1 supply agreement. Or give me all communications with Dell
2 related to this supply agreement so we can be very specific,
3 rifle-shot targeted in how we draft these.

4 I know that Dell has these supply agreements readily
5 accessible, because when they were sued, they would have picked
6 up the supply agreements to determine whether or not they had
7 indemnity or defense clauses, which Dell has in almost every
8 contract with Dell I've ever seen.

9 So we know that Dell has ready-access to these supply
10 agreements with the schedules. It would be no more than
11 hitting send on a computer to send them to us, and there's no
12 justification that I can imagine for why Dell would say, we
13 don't want to give them to you.

14 Now, they've admitted that these things are going to be
15 likely discoverable after Markman. Well, Markman is not until
16 May 16th. That's three and a half months from now. So in a
17 process that takes a year to complete, a three and a half month
18 head-start is material.

19 And it's -- and like I said, if we had any indication that
20 the Taiwanese manufacturers were going to be cooperative, it
21 would be a different thing. But every indication we have, in
22 some instances directly from Dell, has told me we have zero
23 control over these guys. We can't make them do anything. And
24 so basically what that means is the only information Dell is
25 going to be able to provide us is what the manufacturers

1 voluntarily give Dell knowing that, if they are an indemnitor,
2 anything they give Dell could come back to hurt them.

3 So we need this early discovery from Dell. It's very,
4 very narrow. It's very, very tailored to the needs of the
5 foreign discovery. It's not burdensome. It's not expensive.
6 It's not time-consuming, and everyone agrees that ultimately
7 this -- all of this is discoverable.

8 There's nothing that's not discoverable in what's
9 requested. The only question is whether it happens now or
10 three and a half months from now. And with the letter rogatory
11 process taking so long and potentially having to be redone if
12 not done correctly, we think that it's -- you know, to get --
13 to really get this thing going and have a fair chance to get
14 the information, we think we need it now and we need to get the
15 process started now.

16 Your Honor, I believe you're on mute.

17 THE COURT: Yeah. I was talking to my clerk.

18 And so were you done?

19 MR. SHORE: Yes, sir. Unless you have any questions. I
20 think it's pretty well laid out.

21 THE COURT: Okay. Ms. Heyman, who's going to be
22 responding on behalf of Dell?

23 MS. HEYMAN: I will be. And, Your Honor, I neglected to
24 introduce one person of our team, Mark Speegle, who's also with
25 Dell. He's on the line.

1 THE COURT: Okay. Ms. Heyman, I'm having a hard time
2 hearing you. I apologize, but I can't hear you very well.

3 MS. HEYMAN: I'm sorry. Can you hear me now?

4 THE COURT: It's not much better for me.

5 (Clarification by the reporter.)

6 THE COURT: I'll do -- I'll let you know if I can't hear
7 you. And more importantly, Kristie will let you know if she
8 can't.

9 MS. HEYMAN: I apologize.

10 THE COURT: It's okay.

11 MS. HEYMAN: Let me see if I can try and help this. Can
12 you hear a little bit better now?

13 THE COURT: Yes. That's good. Thank you, ma'am.

14 MS. HEYMAN: Yes. Your Honor, what Mr. Shore has
15 characterized as tailored, not expensive and not
16 time-consuming, that is the opposite of what they're asking
17 for. Much of this information --

18 THE COURT: Ms. Heyman, I just can't hear you. I mean, I
19 can hear you, but I can't -- I can't understand you. And I
20 don't know what to do about that.

21 (Clarification by the reporter.)

22 MS. HEYMAN: Kevin, do you want to take this over?

23 MR. MEEK: Can you call in by cell?

24 THE COURT: Cell would be -- I mean, I'm happy to listen
25 by cell as well. I just want to make sure --

1 (Off-the-record discussion.)

2 MS. HEYMAN: Your Honor, can you hear me?

3 THE COURT: It's little bit better. Why don't you just
4 introduce yourself or something, just so I can make sure if I
5 can hear you this way?

6 MS. HEYMAN: This is Paula Heyman.

7 THE COURT: It's better -- Kristie, is that better for
8 you?

9 THE REPORTER: Yes, sir.

10 THE COURT: Okay.

11 Yes, ma'am. You're welcome to proceed. Thank you.

12 MS. HEYMAN: Okay. I do apologize.

13 THE COURT: No need to -- it's not your fault.

14 MS. HEYMAN: Getting back to the issue.

15 What Mr. Shore has asked for here is not simple, it is not
16 targeted and it is not inexpensive.

17 Looking at the various categories, I'll go in the order in
18 which Mr. Shore presented them.

19 With respect to the identification of products, Dell has
20 provided that information to MyPAQ in its technical production
21 that was produced on January 12th in accordance with the
22 Court's scheduling order. We produced that information for the
23 three Dell suppliers, and that information includes, for
24 example, schematics and bill of materials that describe the
25 products.

1 With respect to the sales data, what MyPAQ is asking for
2 is actual sales --

3 THE COURT: Ms. Heyman --

4 MS. HEYMAN: Yes.

5 THE COURT: Ms. Heyman, let me interrupt you and ask
6 Mr. Shore: Having had that representation from counsel for
7 Dell, what is it that you are seeking that they didn't give you
8 that you still want?

9 MR. SHORE: Well, what they gave us were some
10 specifications, product specifications only for the exact
11 product numbers that we have accused in the complaint.

12 So in other words, the complaint says Product A, B, C and
13 any other products that share the same or similar circuitry or
14 design. And what they did was they limited what they provided
15 us, and they told us they got this information from the
16 manufacturer. This is not Dell information. They had to get
17 it from the manufacturer. But they limited it to only the
18 specific part numbers that are named in the complaint.

19 So all we're asking for them is, in Number 1, documents
20 sufficient to show the Dell devices made by each of the
21 manufacturers. And that is obviously reasonably likely to lead
22 to the discovery of admissible evidence if there's other
23 products that are involved.

24 And the reason why we need it now is if we find out later
25 that there are other products that have similar circuitry or

1 design that they haven't told us about, we'd have to go back to
2 the manufacturers then to get the discovery.

3 So again, it's a one-year process in Taiwan. So unless we
4 know all of the products these manufacturers are making for
5 Dell, we don't know what to ask for in our letters rogatory to
6 make sure that we cover everything that could potentially be
7 involved in the case.

8 And they -- and we specifically asked them to identify --
9 and by the way, all the products that are made, the one
10 document that they can provide that'll tell us that are the
11 supply agreements because the supply agreements will have a
12 schedule of the products covered.

13 And so Number 1, that's one or two documents that they
14 could give us. Just give us the supply agreements and that
15 will have a schedule listing all the parts that are covered by
16 the supply agreements.

17 There's no burden, none, and this is all information
18 that's going to have to be produced anyway --

19 THE COURT: Got it. I got it.

20 Ms. Heyman, response to that?

21 MS. HEYMAN: Yes. What Mr. Shore is referring to is --
22 well, MyPAQ's infringement contentions identify a 90-watt USB
23 C-type charger. What Dell has done is gone beyond what is
24 actually that part number in the contentions.

25 We've identified each manufacturer who has produced a

1 similar or equivalent type of device, this 90-watt charger, and
2 we have provided that information to MyPAQ.

3 That is what has been accused so far. That's what is in
4 the contentions. And so under the Court's scheduling order,
5 again, Dell produced those technical documents earlier this
6 month.

7 And with respect to the OEM agreements --

8 THE COURT: Hold on one second.

9 Mr. Shore, you want to respond to that?

10 What I took from Ms. Heyman said was that they had done
11 what you said and given you the information for the products
12 that were -- would also be accused.

13 MR. SHORE: That's not accurate. What they produced is
14 information limited to the products that are named specifically
15 in the infringement contentions.

16 And what they literally told me was they said, well, what
17 you need to do is you need to just go out and buy every Dell
18 product that's on the market. You need to go and tear them
19 apart and figure out whether or not the chargers for those are
20 the same as what you've already got. Which costs about \$35,000
21 per part.

22 So what they could do is they could simply give us the OEM
23 agreements that will have in one schedule the OEM agreements is
24 the product specification, which will tell us whether the
25 products are similar or the same. The second thing it will

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1 have is a list of products -- in another schedule, the list of
2 products covered and the procedure for invoicing and calling
3 off purchase orders. That's another schedule to the OEM
4 agreements.

5 There is -- if what she is saying is accurate, then they
6 had to look at something -- Dell's lawyers had to look at
7 something to reach the determination they reached on what they
8 were going to give us. They won't even give us what they
9 looked at to give us this determination.

10 But the OEM agreements will give us 85 percent of what we
11 need to complete -- or at least do a very, very, very good
12 start on the foreign discovery. Without those OEM agreements,
13 we are stabbing into the dark, and they know it. And that's,
14 you know --

15 THE COURT: Got it.

16 Ms. Heyman?

17 MS. HEYMAN: Your Honor, the OEM agreements that Mr. Shore
18 is asking for, we do have those OEM agreements. But it is not
19 a simple push of the button to give Mr. Shore the information
20 he is requesting.

21 The OEM agreements do not have the pricing information.
22 They do not have the number of parts purchased. These are
23 high-level agreements that are related to the business
24 relationship between Dell and its suppliers.

25 And the information that Mr. Shore is asking for is going

1 to be found in numerous different documents. And it would
2 take -- it would take a while to gather these documents. For
3 example, purchase orders is one of the places the documents --
4 that this information might be found. And there are going to
5 be, you know, many, many, many purchase orders.

6 So these -- what Mr. Shore's requesting is not going to be
7 found in the OEM agreements.

8 THE COURT: But what I hear Mr. Shore asking for is the
9 OEM agreements.

10 MS. HEYMAN: Correct.

11 THE COURT: I mean -- and so...

12 MS. HEYMAN: This information will not be found -- the
13 information that he thinks will be in these OEM agreements, it
14 is not.

15 THE COURT: Mr. Shore?

16 MR. SHORE: I don't want to -- I haven't seen the OEM
17 agreements, but I've seen plenty of other OEM agreements,
18 including Dell OEM agreements, and they have schedules.

19 And I don't know -- I don't want to -- I don't know what
20 she's saying or how she's parsing her words here, but what
21 we've asked for is the OEM agreements with schedules. And the
22 schedules -- every OEM agreement I've ever seen from Dell or
23 anybody else in this industry, one schedule is the
24 specification. Here are the specifications these parts must
25 meet.

1 The other thing is a pricing guideline. In other words,
2 the first so many units is this price, the units after that are
3 this price. There will also be delivery sections about where
4 these products are delivered, who they're delivered to, maybe
5 they're delivered to an assembler in China, maybe they're
6 delivered somewhere else, but we'll know where they're
7 delivered to.

8 So there's a lot of information, but almost -- the most
9 important information is there will also be a number. Every
10 supply agreement at Dell is assigned a number. And what we can
11 do is we can ask the OEM in discovery is, tell us every single
12 part that you supplied to Dell pursuant to supply agreement
13 number and we can give the number of the supply agreement.

14 We can say -- for each of the parts that are identified in
15 a schedule, we can say, how many of those were delivered, where
16 were they delivered, how much did they cost?

17 So the OEM agreements are critical.

18 And as far as purchase orders are concerned, Dell has an
19 ERP, enterprise resource planning, system that will allow
20 them -- they don't have to get the purchase orders. They can
21 go into their ERP system and they can run a report, which will
22 take 30 minutes to run, that tells every single payment that
23 was made to any vendor, what the payment was made for and when
24 it was made and it can be put out on an Excel spreadsheet.

25 Now, but the most important thing, getting back to this,

1 if the Court does nothing else, the two most important things
2 are 3 and 4, the contact person so we know who to name in a
3 deposition notice, and Number 2 -- and the OEM agreement
4 because that OEM agreement is where we can get and we can glean
5 from it a lot of information on what questions to ask. Because
6 this foreign discovery is going to be 90 percent of the
7 technical discovery that happens in this case.

8 And so that -- we only get one shot at this, unless we're
9 going to have a trial in three years because we have to do it
10 two or three times, which nobody wants to do, I don't think.

11 But this is -- this is --

12 THE COURT: I got it. I got it.

13 Ms. Heyman, any additional response to that?

14 MS. HEYMAN: Your Honor, with respect to the sales data
15 that they're requesting, again, we have offered to provide them
16 the percentage that the -- each manufacturer supplies to Dell.
17 This would give them the information that they are looking for
18 with respect to is it a small manufacturer, is it a large
19 manufacturer? That we have offered, they refused. Instead are
20 pushing for the spreadsheet with all of the sales data, which
21 we believe goes more to their case-in-chief and to early
22 damages discovery.

23 And, again, with respect to the OEM agreements, this --
24 the information that Mr. Shore is looking for is not in the OEM
25 agreements -- OEM agreements that we have in our possession at

1 this moment. And it would be -- it would be a -- we believe
2 this is really a fishing expedition for information from Dell
3 at this time.

4 THE COURT: Okay. Got it.

5 And did you want to respond to anything else Mr. Shore has
6 said?

7 MR. SHORE: I think we've made --

8 THE COURT: No, no, no. I asked Ms. Heyman if she had
9 anything else she wanted to say in response to what you argued.
10 I'm not sure if she was done.

11 MS. HEYMAN: I do not. I'm...

12 THE COURT: Okay. I'll be back in a few seconds.

13 (Pause in proceeding.)

14 THE COURT: If we could go back on the record.

15 I'm going to -- give me one second. I apologize.

16 Let me pull up -- I'm having problems with my...

17 I apologize. I'm having problems with my e-mail, pulling
18 up stuff. Give me one second. There we go.

19 I'm going to grant the requested relief with respect to
20 all four categories. And let me set out why -- and we're going
21 to do a more fulsome order that should be out within the week.

22 To make clear, the reason that I have the rules that I
23 have are -- with regard to when discovery starts and in
24 relation to the Markman and everything else, is because I think
25 in the average 95 percent, if not higher, of cases, that's what

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1 makes the most sense.

2 I'm finding that the plaintiff has established, from what
3 I've heard, that essentially the information discovery that the
4 plaintiff is going to have to take is going to need to be taken
5 primarily of foreign companies.

6 It's been my experience after three and a half years on
7 the bench that we'll be lucky if -- we'll be lucky in the best
8 of worlds, if there is cooperation and there are no problems,
9 for the plaintiff to be able and the Court to be able to keep
10 this case on track and get the discovery done if we start now.
11 That's why I'm allowing the discovery to start now.

12 I'm willing to make a finding that the plaintiff has
13 established that this falls, you know, outside of the ordinary
14 case I have where I hold off on allowing discovery. And
15 because I want it -- I also want as -- in the interest of the
16 Court -- I want the discovery to get started now.

17 It seems to me that the information the plaintiff is
18 seeking from the defendant here is the best gateway to allow
19 the plaintiff to begin -- to obtain the discovery from the
20 three Asian companies. And so that's the basis for my ruling.

21 But we'll have a more fulsome order out within a week, I
22 hope.

23 Mr. Shore, I'll start with you because I think you asked
24 for the hearing. Is there anything else that we needed to take
25 up?

1 MR. SHORE: Not from MyPAQ, Your Honor.

2 THE COURT: Ms. Heyman?

3 MS. HEYMAN: Yes, Your Honor. Does this -- would this
4 allow Dell to have early discovery into jurisdictional issues?

5 We do have an outstanding possible jurisdictional issue
6 with MyPAQ.

7 THE COURT: I don't know that I've ever denied early
8 jurisdictional discovery. I think -- if you have a colorable
9 jurisdictional argument, I think I have to get jurisdiction
10 determined before we do much else.

11 So I -- if it's not clear, maybe you found a chink in the
12 armor of what I've tried to do with my typical scheduling order
13 where -- that I need to fix.

14 It's my opinion that jurisdictional discovery is something
15 else that parties should be able to engage in because I've got
16 to make sure I have jurisdiction. It's one of the earliest
17 things I need to do.

18 Now, I don't know -- I know -- when you say
19 "jurisdictional discovery," I know what those two words mean.
20 I don't know exactly what you intend to throw across the
21 transom towards the plaintiff that is jurisdictional discovery
22 or whether what you're going to seek is something that
23 Mr. Shore would agree is jurisdictional discovery and is not
24 more broad.

25 But as a general concept, if Dell has a -- or any

1 defendant, but in this case Dell, if you have a colorable
2 argument with regard to jurisdiction, you certainly have my
3 consent to engage in discovery that is limited to the
4 jurisdictional issues.

5 And if you all have a fuss over what that is, I'm happy to
6 take that up at a date in the future.

7 MR. SHORE: May I be heard for just a moment, Your Honor?

8 THE COURT: Sure.

9 MR. SHORE: The jurisdictional issue that they raised was
10 they sent us a --

11 THE COURT: Mr. Shore, I'm not interested in the merits of
12 it. If they -- if Dell tells me they have a jurisdictional
13 issue and they send you discovery that is related to that, you
14 have two choices. You can either say -- you have three
15 choices.

16 You can either send the discovery. You can call
17 Ms. Heyman and Mr. Meek, who I know to be eminently reasonable
18 people, and say, here's what I think we should produce or not
19 produce and you work it out. Or option number three, you can
20 contact me and say, Judge, they're telling you this is
21 jurisdictional discovery. I disagree. I don't think I have to
22 do it. And I'll take it up once they send you the discovery.

23 MR. SHORE: The only point I want to make, Your Honor, is
24 we -- we've already responded to them with a -- without having
25 the Court having to get involved with all the information that

1 would satisfy any reasonable person that there is no issue.
2 But we'll take it up with the Court if it becomes an issue
3 later.

4 THE COURT: If they think there's additional discovery
5 they need, they get to send it. And if you disagree that it's
6 reasonable, I gave you your three options.

7 MR. SHORE: Thank you, Your Honor.

8 THE COURT: And as you know, I think I've been pretty
9 accessible over the course of my three and a half years. I'm
10 happy to take it up once there's actually an issue.

11 MR. AINSWORTH: Judge, I have a procedural question.

12 THE COURT: Sure.

13 MR. AINSWORTH: Do you want us to submit an order to you
14 pursuant to your OGP? Or are you planning on doing the order?

15 THE COURT: That's a great question. I should have
16 thought of that myself. Give me one second, Mr. Ainsworth, and
17 I'll get back. Let me ask.

18 (Pause in proceedings.)

19 THE COURT: My faithful law clerk, who's my favorite law
20 clerk currently, tells me we don't need your help. We'll get
21 it done ourselves.

22 Thank you for asking, because that is ordinarily the
23 way -- this issue comes up not infrequently. That's like --
24 why I'd like to have a written order, so that folks on both
25 sides of the case have a general idea of what I think about

1 issues where you can anticipate there will be unique
2 difficulties with regard to discovery, and that way folks
3 will -- may be more informed about my feelings on it.

4 But thank you for the offer.

5 Anything else from anyone?

6 MR. SHORE: Your Honor, the only thing I would ask is that
7 Mr. Sirota, who represents Samsung, is here now and I'd just
8 ask for him to call me to discuss whether or not we actually
9 need to have the hearing this afternoon for Samsung. It's the
10 same issues.

11 THE COURT: If it's the same issues, I would certainly
12 encourage you all to chat with each other. I don't know -- you
13 know, I don't want to forecast what I would do, but I doubt
14 my -- unless there was some compelling reason why my -- why the
15 logic that compelled me to grant this relief is different in
16 the Samsung case, my guess is the resolution would be similar.

17 MR. SHORE: That's all we have, Your Honor.

18 THE COURT: Okay. And if we don't need the hearing, let
19 Regan know and we'll take it off the calendar.

20 Thank you guys. Have a good day.

21 (Hearing adjourned at 2:11 p.m.)
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1 UNITED STATES DISTRICT COURT)
2 WESTERN DISTRICT OF TEXAS)

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I, Kristie M. Davis, Official Court Reporter for the United States District Court, Western District of Texas, do certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

I certify that the transcript fees and format comply with those prescribed by the Court and Judicial Conference of the United States.

Certified to by me this 3rd day of February 2022.

/s/ Kristie M. Davis
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