

**IN THE UNITED STATES DISTRICT COURT  
OF THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

<b>AGIS SOFTWARE DEVELOPMENT</b>	§	
<b>LLC</b>	§	
	§	
<b>V.</b>	§	<b>No. 2:17-CV-513-JRG</b>
	§	<b>(LEAD CASE)</b>
	§	
<b>HUAWEI DEVICE USA INC.,</b>	§	
<b>HUAWEI DEVICE CO., LTD. AND</b>	§	<b>No. 2:17-CV-514-JRG</b>
<b>HUAWEI DEVICE (DONGGUAN) CO.,</b>	§	<b>No. 2:17-CV-515-JRG</b>
<b>LTD., HTC CORPORATION, LG</b>	§	<b>No. 2:17-CV-516-JRG</b>
<b>ELECTRONICS, INC., APPLE INC.,</b>	§	<b>No. 2:17-CV-517-JRG</b>
<b>ZTE CORPORATION, ZTE (USA),</b>	§	
<b>INC., AND ZTE (TX), INC.</b>	§	

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**ORDER RE: “DISCOVERY HOTLINE” HEARING**

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**Participants:** Alfred Fabricant – Counsel for Plaintiff Agis Software Development LLC  
Cosmin Maier – Counsel for Defendant Apple, Inc.

This case is assigned to the docket of United States Chief District Judge Rodney Gilstrap. Pursuant to 28 U.S.C. § 636(b)(1) and the Local Rules for the United States District Court for the Eastern District of Texas, this matter came before the undersigned United States Magistrate Judge for determination of an emergency discovery dispute. On October 23, 2018, the parties contacted the Court via the “Discovery Hotline” maintained by the United States District Court for the Eastern District of Texas.

During the Rule 30(b)(6) deposition of Plaintiff regarding a litigation funding agreement, Defendant’s counsel asked the deponent questions regarding the agreement, some of which might affect Plaintiff’s standing and ownership of the patent. The parties contacted the discovery hotline following Plaintiff’s counsel’s instructing the witness not to answer. According to Plaintiff’s

counsel, Defendant has not shown a need for details regarding the funding agreement; Plaintiff would stipulate to certain facts that would establish standing (even though Defendant has never formally raised a standing defense in this case); and certain questions seek privileged work product. In response, Defendant's counsel stated he was seeking facts, not privileged communications or attorney work product.

Federal Rule of Civil Procedure 30(c)(2) provides a person may instruct a deponent not to answer only when necessary to preserve a privilege, to enforce a limitation ordered by the court, or to present a motion under Rule 30(d)(3). Having considered the parties' arguments, the Court overruled Plaintiff's counsel's instructions not to answer questions regarding the date the agreement was signed and other non-monetary details of the agreement. However, in light of Plaintiff's counsel's representations that information regarding the monetary terms of the agreement go to the heart of attorney work product, the Court sustained Plaintiff's counsel's instructions not to answer questions concerning the monetary terms of the agreement. The Court also instructed Plaintiff's counsel to prepare a stipulation regarding the standing/ownership interest issue addressed in the hearing.

**SIGNED this 24th day of October, 2018.**

  
CAROLINE M. CRAVEN  
UNITED STATES MAGISTRATE JUDGE