

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

SLYDE ANALYTICS LLC,	§	
	§	
<i>Plaintiff,</i>	§	
v.	§	
	§	CIVIL ACTION NO. 2:23-CV-00083-RWS-RSP
SAMSUNG ELECTRONICS CO.,	§	
LTD, and SAMSUNG	§	
ELECTRONICS AMERICA, INC.,	§	
	§	
<i>Defendants.</i>	§	

**ORDER**

Before the Court is Samsung’s Motion to Compel Production of Unredacted Copy of Slyde’s Patent Purchase Agreement (**Dkt. No. 73**), which came on for hearing on August 16, 2024. After considering the briefing and conducting an *in camera* review of the unredacted Patent Purchase Agreement (the redacted copy of which is in the record at Dkt. No. 73-1), the motion is **GRANTED**.

Plaintiff does not contend that the entire Patent Purchase Agreement (“PPA”) is protected by the work product doctrine.<sup>1</sup> Rather, Plaintiff argues that portions of the PPA “pertaining to litigation funding and the conduct of anticipated litigation” are properly redacted. Plaintiff contends that it intended to assert the patents in litigation, so the PPA was prepared in anticipation of litigation. The leading treatise notes that “The focus is on whether specific materials were prepared in the ordinary course of business, or were principally prompted by the prospect of litigation.” 8 Wright, Miller & Marcus, Federal Practice and Procedure § 2024 at 510-

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<sup>1</sup> The doctrine is rooted in Fed. Rule Civ. P. 26(b)(3)(A): “Ordinarily, a party may not discover documents and tangible things that are prepared in anticipation of litigation or for trial by or for another party or its representative ...”.

11. The Fifth Circuit has held that “litigation need not be imminent ... as long as the primary motivating purpose behind the creation of the document was to aid in possible future litigation.” *U.S. v. El Paso Co.*, 682 F.2d 530, 542 (5<sup>th</sup> Cir. 1982). It is not sufficient that there be a prospect of litigation, the document at issue must be prepared because of that prospect.

In this case, the PPA was clearly prepared in the ordinary course of the business of Plaintiff for the purpose of acquiring ownership of scores of patents, not just the handful asserted in this case. The provisions that Plaintiff has redacted concerning funding deal with funding the entire purchase of the patents, not just this or any other specific litigation. Thus, even setting to one side the issue of whether any immunity from discovery was waived by disclosure of the document to unrelated parties, the PPA does not qualify for work product protection.

Accordingly, Defendant’s motion is granted and Plaintiff is directed to provide Defendants' counsel promptly with an unredacted copy of the PPA, with an appropriate indication of the status afforded it under the Protective Order.

**SIGNED this 17th day of August, 2024.**

  
ROY S. PAYNE  
UNITED STATES MAGISTRATE JUDGE