

# EXHIBIT B

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

BANDSPEED, LLC,

Plaintiff,

v.

REALTEK SEMICONDUCTOR  
CORPORATION,

Defendant.

§  
§  
§  
§  
§  
§  
§  
§

Case No. 1:20-cv-00765-LY

**DECLARATION OF JEFFREY JOHNSON**

1. My name is Jeffrey Johnson. I am over 18 years of age and of sound mind. All the facts set forth in this declaration are based on my personal knowledge.

2. I am a partner at Orrick, counsel for Defendant Realtek Semiconductor Corporation (“Realtek”).

3. Realtek served its invalidity contentions on Plaintiff Bandspeed, LLC (“Bandspeed”) on July 12, 2022. Ten days later, on July 22, 2022, Realtek identified 112 claim terms requiring construction.

4. I had numerous email and telephone exchanges with counsel for Bandspeed (primarily Adam Price) to discuss and attempt to narrow the extent of the parties’ claim construction disputes and reduce the number of terms that would need to be addressed at the *Markman* hearing. I have run multiple searches on our email system and found that at no time during any of these discussions did counsel for Bandspeed suggest that Realtek’s identification of certain terms as indefinite was untimely or that Realtek needed to amend its invalidity contentions to assert indefiniteness. Further, I have no memory of any such communication. In fact, the parties substantively addressed the terms Realtek contends are indefinite during their discussions, and counsel for Bandspeed never took the position that Realtek had waived its right to assert that these terms were indefinite.

5. Specifically, the parties exchanged emails regarding the administrative issues and/or claim construction related issues on August 11, 12, 17, 22, 25, and 29, and September 1, 2, 6, 7, and 12. The parties exchanged their proposed constructions on August 12, and exchanged additional emails about various administrative and claim construction related issues on August 25 and 29, and September 1, 2, 6, 7, and 12.

6. Again, at no time during these numerous emails and calls did counsel for Bandspeed ever suggest that Realtek's identification of certain terms as indefinite was untimely.


7. On September 13, 2022, the parties filed their Joint Claim Construction Statement ("JCCS"). Counsel for Bandspeed did not suggest that Realtek's identification of certain terms as indefinite was untimely in the JCCS either.

8. On September 27, 2022, the parties exchanged emails about aligning their claim construction briefs. And again counsel for Bandspeed did not suggest that Realtek's identification of certain terms as indefinite was untimely.

9. On October 4, 8, 10, 12, and 13, the parties exchanged emails on various subjects. Counsel for Bandspeed did not suggest that Realtek's identification of certain terms as indefinite was untimely in any of these emails.

10. In fact, the first time Bandspeed suggested that Realtek had not timely identified certain terms as indefinite was in its Opening Claim Construction Brief filed on October 17, 2022.

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on March 29, 2023.

  
\_\_\_\_\_  
Jeffrey Johnson