EXHIBIT H

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

OCEAN SEMICONDUCTOR LLC,
 	
       Plaintiff,
 	
       v.
 	
MEDIATEK INC., AND MEDIATEK USA INC.,
 	
       Defendants.
	Civil Action No. 6:20-cv-1210-ADA

NON-PARTY KIOXIA AMERICA, INC.'S OBJECTIONS AND RESPONSES TO PLAINTIFF OCEAN SEMICONDUCTOR LLC'S DOCUMENT SUBPOENA

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Kioxia America, Inc. ("KAI") hereby serves its responses and objections to Ocean Semiconductor LLP's ("Ocean") Subpoena to Testify at a Deposition in a Civil Action, as amended by Ocean's counsel and provided to the undersigned counsel on January 26, 2022 (the "Subpoena").

GENERAL OBJECTIONS

1.   KAI objects to the definitions of "Kioxia," "You," and "Your" to the extent such definitions encompass entities other than KAI over which KAI exercises no control. KAI objects to Ocean's use of these overly broad definitions to the extent Ocean has done so in order to seek information and/or documents outside the possession, custody, and control of KAI by conflating KAI, a distinct, standalone legal entity, with separate, legally distinct parents, subsidiaries, affiliates, predecessors, successors, assigns, and partners. KAI is responding to these requests only on behalf of itself and only to the extent it has possession, custody, or control over the subpoenaed information, and its response to each demand for information should be understood to necessarily exclude information over which KAI has no possession, custody, or control, notwithstanding Ocean's overly broad definitions of the terms "Kioxia," "You," and "Your."

2.   KAI objects to the definition of "Plaintiff" (and the corresponding terms) on the grounds that KAI is unaware of any past or present individuals or entities in any way associated

with Ocean and therefore cannot respond based on Ocean's supplied definition. To the extent there are specific individuals or entities that Ocean would like KAI to consider, KAI requests that Ocean identify them with specificity.

3. KAI objects to the definitions of "ASML," "Applied Materials," "PDF Solutions," and "Defendant" / "Defendants" to the extent Ocean's definitions seek to include any past or present individuals or entities in any way associated with each of the defined entities with which KAI is not familiar.

4. KAI objects to the definition of "Western Digital Infringing Instrumentalities" (and by extension, "Infringing Instrumentalities" and "Product" / "Products") on the basis that the terms "automotive products," "connected home products," "industrial and IoT products," "mobile products," "surveillance products," and "flash memory" are ambiguous, overbroad, and unduly burdensome in violation of Fed. R. Civ. P. 45(d)(1) to the extent they are neither defined nor limited to any specific entity's products or any specifically identified products. Indeed, as drafted, the definitions are not limited to products of Western Digital Technologies, Inc. ("Western Digital") or those of any of the parties to the Actions, but instead would apply to all information related to all such products (an equally ambiguous, overbroad, and unduly burdensome description) and any "similar systems, products, devices, and integrated circuits" (an equally ambiguous, overbroad, and unduly burdensome description) of any company. KAI therefore interprets the defined terms as referring to the Western Digital products cited as examples in the Subpoena, assuming that the various "e.g." references are in fact to a Western Digital product and can be identified as such based on the names provided in the definitions.

5. KAI objects to the definition of "Huawei Infringement Instrumentalities" (and by extension "Infringing Instrumentalities" and "Product" / "Products") on the basis that the terms "SoC chipsets and solutions," "processors," "TV solutions," "Kirtin solutions," "Ascend solutions," "Balong solutions" are ambiguous, overbroad, and unduly burdensome in violation of Fed. R. Civ. P. 45(d)(1) to the extent they are neither defined nor limited to any specific entity's products or any specifically identified products. Indeed, as drafted, the definitions are not limited

to products of Huawei Device USA, Inc., Huawei Device Co., Ltd., or HiSilicon Technologies Co., Ltd. (collectively, "Huawei") or those of any of the parties to the Actions, but instead would apply to information related to all such products (an equally ambiguous, overbroad, and unduly burdensome description) and any "similar systems, products, devices, and integrated circuits" (an equally ambiguous, overbroad, and unduly burdensome description) of any company. KAI therefore interprets the defined terms as referring to the Huawei products cited as examples in the Subpoena, assuming that the various "e.g." references are in fact to a Huawei product and can be identified as such based on the names provided in the definitions.

6.   KAI objects to the definitions of "YieldStar," "TWINSCAN," "E3," "Smart Factory," and "Extensio" (and by extension "Manufacturing Equipment") to the extent such definitions seek to encompass systems, products, and/or models other than those actually identified by Ocean. Specifically, the use of "any and all . . . systems designed, developed, assembled, and/or manufactured" is ambiguous, overbroad, and unduly burdensome in violation of Fed. R. Civ. P. 45(d)(1).

7.   KAI objects to the definition of "Equipment Manufacturers" to the extent it is not limited to the identified companies—ASML, Applied Materials, and PDF Solutions. KAI further incorporates General Objection No. 3 by reference.

8.   KAI objects to the definitions of "Identify," "identify," "Describe," and "Date" to the extent such definitions require KAI to "state" information other than information contained in any documents which may be produced or as specifically requested in connection with any of the specific deposition topics in the Subpoena.

9.   KAI objects to the fact that Ocean has failed to limit its requests to any specific time period (with the exception of Request No. 10), thus rendering the Subpoena overbroad and unduly burdensome in violation of Fed. R. Civ. P. 45(d)(1).

10.   KAI objects to the location of compliance on the ground that it violates Fed. R. Civ. P. 45(d)(1). Although KAI maintains a place of business in Austin, Texas, Ocean withdrew and re-served a subpoena on KAI with a location of compliance in San Francisco, California based on

facts disclosed by KAI in connection with a motion to quash the original subpoena. That motion placed Ocean on notice that any relevant documents and witnesses would be located in California. Nonetheless, Ocean subsequently amended the Subpoena and changed the location of compliance to Austin, Texas (but failed to properly re-serve the Subpoena or ask undersigned counsel to accept service of the Subpoena) despite knowing that doing so would increase the burden to KAI.

11.   KAI objects to the subpoena in this case because, under the definitions of Actions, Defendants, and Infringing Instrumentalities, none of the information is relevant to the underlying action for which the subpoena issued, and therefore improperly burdens a non-party in violation of Fed. R. Civ. P. 45.

12.   To the extent that KAI responds to any demands covered by these General Objections, KAI's response is without waiver and without prejudice concerning these objections, and expressly incorporates by reference each relevant objection to any definition where that defined term is used in a request.

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SPECIFIC OBJECTIONS TO DOCUMENT REQUESTS

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REQUEST FOR PRODUCTION NO. 1

Documents sufficient to show the use, utilization, installation, implementation, and/or deployment of any Manufacturing Equipment in any of Your manufacturing and/or fabrication facility in connection with Your manufacture, fabrication, and/or assembly of any and all Infringing Instrumentalities for any Defendant, including the identification of all versions and models of any such system and the location of such use, utilization, installation, implementation, and/or deployment including the location of any and all such fabrication facilities.

RESPONSE:

KAI objects to this request as overbroad and unduly burdensome because, although it seeks documents "sufficient to show," it repeatedly uses the terms "any" and "all" in connection with multiple sub-requests and therefore improperly seeks all such documents. KAI also objects to the term "such system," which lacks antecedent basis in the request; no "system" is defined in connection with the request.

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