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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

LSI Corporation, Agere Systems LLC, and
Avago Technologies General (IP) Singapore)
Pte. Ltd.

Plaintiffs,

v.

Funai Electric Co., Ltd.; Funai Corporation,
Inc.; P&F USA, Inc.; and Funai Service
Corporation,

Defendants.

CASE NO. 15-CV-04307-EMC

**[PROPOSED] STIPULATION AND
ORDER RE: REPRESENTATIVE
ACCUSED PRODUCTS**

WHEREAS, Plaintiffs LSI Corporation, Agere Systems LLC, and Avago Technologies
General (IP) Singapore Pte. Ltd. (collectively “Avago”) and Defendants Funai Electric Co., Ltd.;
Funai Corporation, Inc.; P&F USA, Inc.; and Funai Service Corporation (collectively “Funai”)
hereby stipulate that the accused products shall be organized into product groups 1-7 for the
accused WiFi Funai products and product groups 8-19 for the accused MPEG Funai products
 (“Product Groups”), as identified in the table below. Each Product Group includes one accused
device that is representative of all of the accused devices within that particular Product Group.
Each representative product is identified in the “Representative Product Model Number” column
in the table. The parties agree that each representative product shall be representative of all

1 accused devices in the respective Product Group for all purposes in this case, including for
2 infringement purposes and for discovery purposes.

3 The parties agree that, if infringement of a patent claim is found for a Representative
4 Product Model in a certain Product Group, then all accused products in that specific Product
5 Group infringe that specific patent claim. Similarly, the parties agree that, if no infringement of a
6 patent claim is found for a Representative Product Model in a certain Product Group, then all
7 accused products in that specific Product Group do not infringe that specific patent claim.

8 The parties also agree that technical infringement discovery (written or otherwise) shall be
9 limited to the representative model numbers identified in the “Representative Product Model
10 Number” column in the below table, and the Plaintiffs shall not seek technical infringement
11 discovery on any other products, whether previously identified or identified in the future, subject
12 to the additional provisions set forth below. For example, the Patent L.R. 3-4(a) document
13 production shall only require production of documents for the representative model numbers
14 identified in the “Representative Product Model Number” column in the below table.

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Accused WiFi Products for the '958 Patent, '867 Patent, and '148 Patent		
Product Group	Representative Product Model Number	Product Model Numbers in Product Group
1	40PFL5706/F7	40PFL5706/F7, 40PFL4706/F7, 46PFL5706/F7, 46PFL4706/F7, 55PFL5706/F7, 55PFL3907/F7, 55PFL4706/F7
2	55PFL6900/F7	55PFL6900/F7, 65PFL8900/F7, 55PFL7900/F7, 65PFL7900/F7, 49PFL7900/F7
3	46PFL5705D/F7	40PFL5705DV/F7, 40PFL7705DV/F7, 46PFL5705D/F7, 46PFL7705DV/F7, 55PFL5705D/F7, 55PFL5705DV/F7, 55PFL7705DV/F7, 40PFL5705D/F7, 46PFL5705DV/F7
4	TB600MG2F/F7	TB600FX2, TB600MG2F/F7, MBP5320/F7G
5	BDP7320/F7	BDP7520/F7, BDP7320/F7, BDP5320/F7
6	MDR867H/F7	MDR867H/F7
7	VERITE55	VERITE55, VERITE55/07, VERITE55SE

Accused MPEG Products for the '663 Patent and '087 Patent		
Product Group	Representative Product Model Number	Product Model Numbers in Product Group
8	40ME325V/F7	40ME325V/F7, 43ME345V/F7, 55ME345V/F7, 32ME303V/F7A, 50ME345V/F7, LF501EM4A, LF320EM4A, LF402EM6F, LF501EM6F, LF402EM6F, LF501EM4A, FW55D25F, FW24E05F, FS32D05F, FW24E05F
9	55PFL6900/F7	55PFL6900/F7, 49PFL7900/F7, 55PFL7900/F7, 65PFL7900/F7
10	32MV304X/F7	32MV304X/F7, 50MV314X/F7, 40PFL4609/F7A, 65PFL4909/F7, 32PFL4609/F7, 50PFL4909/F7, 40MV324X/F7
11	FW24E05T	FW24E05T, FW42D25T, FW32D25T
12	FW48D25T	FW48D25T
13	32MD304V/F7	32MD304V/F7, LD320EM5
14	MDR868H/F7	MDR865H/F7, MDR867H/F7, MDR868H/F7
15	ZV427FX4A	MDR161V/F7, ZV427FX4A, ZV427EM5, FWZV475F
16	FWBP505FK	FWBP505FK, FWBP505FP
17	CDV225FX4	CDV225FX4, DVP3355V/F7
18	FWDP175F	FWDP175F
19	DV220FX5	MDV260V/F7, DV220FX5, FWDP105F, FWDV225F

Modifications and additions may be made to the representative products and the Product Groups for good cause and if not unduly prejudicial up to 90 days before the fact discovery cut-off (or by stipulation at any point).

Notwithstanding the foregoing, Funai's document production pursuant to Patent L.R. 3-4(a) shall include documents sufficient to identify all relevant third-party components contained within each product listed herein.

1 Notwithstanding the foregoing, upon 30 days written notice Avago may request technical
2 documentation for one additional product in each category for the purpose of confirming that the
3 representative product model for that category properly represents each of the products in that
4 category. Further, Avago may seek additional technical documentation of additional products in
5 any category upon a showing of good cause that there is a substantial question as to whether the
6 representative product model properly represents each of the products in a particular category.

7 Funai represents that the products listed herein include (1) all WiFi enabled products
8 imported/sold by at least one accused Funai entity since March 2006 that incorporate non-
9 licensed WiFi chips and (2) all products imported or sold by at least one accused Funai entity in
10 the U.S. since October 1, 2015 that incorporate MPEG chips. Funai represents that “non-licensed
11 WiFi chips” means chips whose supplier does not have a license to the ’958 patent, ’867 patent,
12 and ’148 patent. The list does not include Funai products that incorporate WiFi chips supplied by
13 Realtek Semiconductor Corporation. Funai is also currently verifying certain information related
14 to whether any of the defendants has ever imported products incorporating MPEG chips and/or
15 WiFi enabled product(s) into the United States for a product line that has never been made, sold
16 or offered for sale by any of the defendants during the relevant time periods discussed
17 above. Funai will provide updates related to this verification, if any, and additional 3-4
18 documentation, if necessary, on or before January 15, 2016.

19 Avago admits and confirms that it is not accusing any Funai products containing WiFi
20 chips supplied by Realtek Semiconductor Corporation of infringement of the ’148 Patent, the
21 ’867 Patent and the ’958 Patent. Avago reserves the right to confirm that products not identified
22 in this stipulation contain WiFi chips supplied by Realtek Semiconductor Corporation through
23 appropriate discovery.

24 To the extent requested by Avago, pursuant to Fed. R. Civ. P. 30(b)(6), Funai shall make
25 available one or more witnesses competent to testify concerning the subject matter of this
26 stipulation, including without limitation non-privileged information regarding the manner in
27 which the Product Groups were determined, the basis for determining common functionality
28 within the Product Groups, and the basis for Funai’s conclusion that any WiFi chips are licensed.

1 Nothing in this stipulation precludes, limits, or otherwise prejudices any party's ability to
2 take discovery from third parties.

3 Nothing in this stipulation precludes, limits, or otherwise prejudices any party's ability to
4 take non-technical discovery related to all products identified herein.

5 Avago reserves the right to seek to vacate this Stipulation for good cause, which would
6 include a finding of multiple, material errors regarding the designation of Representative Product
7 Models after January 15, 2016.

8 This stipulation is limited solely to whether the accused product actually infringes or does
9 not infringe and is not an admission that any particular accused Funai entity made, used, sold,
10 offered for sale or imported for sale the product or that Avago is entitled to damages based on one
11 of the Funai entities making, using selling, offering for sale or importing for sale the product (e.g.,
12 a product could be found to infringe but Avago be barred from recovery based on one of the other
13 asserted defenses raised by Funai).

14 Funai reserves the right to make modifications and additions to the Representative Product
15 Models and the members of the Product Groups in good faith and if not unduly prejudicial up to
16 90 days before the fact discovery cut-off (or by stipulation at any point). Funai also reserves the
17 right to eliminate products in the event of changes in facts or circumstances, e.g., additional
18 licenses, elimination of products from infringement contentions, et cetera.

19
20 **IT IS SO STIPULATED**, through Counsel of Record.

21
22 Dated: December 28, 2015

/s/ Kevin W. Kirsch

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27 *Attorney for Defendants Funai Electric Co., Ltd.;*
Funai Corporation, Inc.; P&F USA, Inc.; and Funai
28 *Service Corporation*

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Dated: December 28, 2015

/s/ Matthew C. Holohan

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*Attorney for Plaintiffs LSI Corporation, Agere
Systems LLC, and Avago Technologies General IP
(Singapore) Pte. Ltd.*

PURSUANT TO STIPULATION, IT IS SO ORDERED that the forgoing Agreement
is approved.

Dated: January 4, 2016

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
STATE JUDGE

