

# EXHIBIT 28

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ELAN MICROELECTRONICS CORPORATION

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

ELAN MICROELECTRONICS CORPORATION,	)	Case No. 5:09-cv-01531-RS (PVT)
	)	
	)	
Plaintiff,	)	<b>ELAN MICROELECTRONICS</b>
	)	<b>CORPORATION'S SECOND</b>
v.	)	<b>SUPPLEMENTAL OBJECTIONS AND</b>
	)	<b>RESPONSES TO APPLE, INC.'S FIRST</b>
APPLE, INC.,	)	<b>SET OF INTERROGATORIES [NOS. 1-17]</b>
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

**PROPOUNDING PARTY: APPLE, INC.**

**RESPONDING PARTY: ELAN MICROELECTRONICS CORPORATION**

**SET NUMBER: ONE**

1 Plaintiff Elan Microelectronics Corporation (“Elan”) hereby supplements its objections and  
2 responses to Defendant Apple, Inc.’s (“Apple”) First Set of Interrogatories To Elan Microelectronics  
3 Corporation (“Interrogatories”) as follows:

4 **GENERAL STATEMENTS AND OBJECTIONS**

5 1. Elan’s responses to Apple’s First Set of Interrogatories are based on Elan’s current  
6 knowledge after a reasonable inquiry. Elan’s investigation with regard to the subject matter of this  
7 action is ongoing, and Elan will supplement its responses and objections in accordance with Patent  
8 Local Rules and applicable law. The following responses are provided without prejudice to Elan’s  
9 right to introduce at hearing or trial any evidence that is subsequently discovered relating to proof of  
10 currently known facts and to produce and introduce all evidence whenever discovered relating to the  
11 proof of subsequently discovered material facts. The following objections and responses do not  
12 constitute any admission by Elan as to the relevance, materiality, or admissibility into evidence of the  
13 subject matter or facts contained in any interrogatory or in Elan’s response. Elan reserves its right to  
14 refer to, conduct discovery with reference to, or offer into evidence any and all facts, and information  
15 notwithstanding the initial responses and objections interposed herein, consistent with Patent Local  
16 Rules and applicable law.

17 2. Elan’s responses are made subject to and without waiver of:

- 18 a. Elan’s right to object on any ground (e.g., relevance, etc.) to the use of Elan’s  
19 responses or any portion thereof in any proceedings, including this or any other  
20 action; and  
21 b. Elan’s right to object on any ground to any additional discovery requests that  
22 may be served in this action.

23 3. Any statement made herein of an intent to produce documents is not, and shall not be  
24 deemed, an admission of any factual or legal contention contained in any individual Interrogatory, nor  
25 that any particular documents exist or are relevant and admissible in this matter.

26 4. In addition to any specific objections which may be made on an individual basis in the  
27 separate responses set forth below, Elan objects generally to each Interrogatory to the extent that it  
28 seeks to elicit information subject to and protected by the attorney-client privilege, the attorney work

product doctrine and/or any other applicable privilege, immunity, or protection. Any inadvertent disclosure of such information shall not be deemed a waiver of the attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity.

5. Elan objects to the Interrogatories, including without limitation the “Definitions” and “Instructions” contained therein, to the extent that they seek to impose burdens or obligations upon Elan beyond what is prescribed and/or required by applicable law and rules, including the Federal Rules of Civil Procedure and this Court’s Patent Local Rules.

6. Elan objects to the Interrogatories to the extent that they seek discovery of information related to any counterclaim which the Court has dismissed from this action. Elan will only provide information relating to any counterclaims for patent infringement if and when Apple asserts cognizable claims of patent infringement against Elan.

7. Elan objects generally to each Interrogatory to the extent it seeks information or documents consisting of confidential, proprietary, or trade secret information of non-parties.

8. Elan objects generally to each Interrogatory to the extent it seeks information that is not in Elan’s possession, custody, or control, or information that would be burdensome to locate, retrieve, prepare, review, and/or produce, where such burden outweighs any material benefit the information would have to the litigation.

9. Elan objects generally to each Interrogatory to the extent that it contains any factual or legal misrepresentations, or where they are vague and/or ambiguous.

10. Elan objects generally to each Interrogatory to the extent that it is compound and contains multiple subparts, and thus represents an improper attempt to circumvent the limits on interrogatories imposed by the parties’ agreement and the Federal Rules of Civil Procedure.

11. These general objections are applicable to each and every one of the following specific objections and responses, and failure to repeat an objection in response to a specific Interrogatory shall not be deemed a waiver of the objection. Further, if Elan specifically repeats one or more of these general objections in response to a specific Interrogatory, such specific response shall not be a waiver of any other general objections.

1           12.     Elan’s discovery responses are subject to any present or future Protective Order in this  
2 case.

3           **GENERAL OBJECTIONS TO APPLE’S DEFINITIONS AND INSTRUCTIONS**

4           Elan objects to Apple’s “Definitions” and “Instructions” set forth in Apple’s First Set of  
5 Interrogatories as follows:

6           1.     Elan objects to the definition of “Elan,” “you,” and “your” as set forth in Definition 2 to  
7 the extent that these terms are defined to include attorneys, consultants, and other categories of persons  
8 who are not parties to the above-captioned matter. Elan understands the term “Elan” to mean Elan  
9 Microelectronics Corporation, including its officers, directors, agents and representatives acting on its  
10 behalf, excluding its attorneys and counsel and those acting on behalf of its attorneys and counsel.

11          Elan objects to any Interrogatory that purports to impose any obligation to obtain responsive  
12 information from non-parties. Elan will undertake to disclose responsive information, as further  
13 described below, that is located within the possession, custody, or control of Elan.

14          2.     Elan objects to the definition of “Elan Accused Products” as set forth in Definition 8 as  
15 vague and ambiguous as the term “touch-sensitive input device” has not been defined and its meaning  
16 is not clear on its face.

17          3.     Elan objects to the definitions of “Related Patents” as set forth in Definition 10 as  
18 overbroad and unduly burdensome to the extent it encompasses all unpublished pending and  
19 abandoned applications from or through which any of the Elan Patents-in-Suit claim priority, all  
20 unpublished pending and abandoned applications that claim priority from or through any of the Elan  
21 Patents-in-Suit, and all unpublished pending and abandoned applications of any foreign counterpart  
22 patents or patent applications of any of the foregoing. Elan objects to the definitions as they are used to  
23 seek information that is neither relevant nor reasonably calculated to lead to the discovery of  
24 admissible evidence.

25          4.     Elan objects to the definition of “Communication” as set forth in Definition 11 as  
26 overbroad. Elan also objects to this definition as vague and ambiguous with respect to the term, “any  
27 other medium,” which prevents Elan from reasonably ascertaining the meaning and scope of the term  
28 “Communication.”

1           5.       Elan objects to the various definitions of the terms “identify,” “identity,” and  
2 “identification” as set forth in Definition 13 as overbroad, unduly burdensome and oppressive.

3                           **SPECIFIC OBJECTIONS AND RESPONSES**

4 **INTERROGATORY NO. 1:**

5           Separately for each claim of the Elan Patents-in-Suit, describe in detail the conception and  
6 reduction to practice of the claimed invention and any acts of diligence, including the dates on which  
7 Elan contends the claimed invention was conceived and reduced to practice and each person and all  
8 documents that can corroborate such conception, reduction to practice and/or diligence.

9 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:**

10           Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
11 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
12 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
13 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
14 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
15 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.  
16 Elan also objects to this Interrogatory to the extent it seeks information not relevant to any present  
17 claim or defense in this matter and not reasonably calculated to lead to the discovery of admissible  
18 evidence. Elan further objects to this Interrogatory as premature because it seeks a response relating to  
19 infringement contentions before the time specified for such contentions under the Court’s rules and  
20 schedule.

21           Subject to and without waiving the foregoing objections, Elan contends that the inventions  
22 claimed in the ‘352 patent were conceived of and reduced to practice no later than January 4, 1996  
23 when the original application that led to the ‘352 patent was filed. Elan believes that the claimed  
24 inventions were conceived of and possibly reduced to practice before that date. Elan reserves the right  
25 to supplement its response based on any additional information obtained from further investigation or  
26 discovery in this matter, including documents or testimony obtained from Apple’s subpoenas to  
27 Logitech, Inc. or Mr. Stephen Bisset.

28           Regarding the ‘353 patent, Elan contends that the claimed inventions were reduced to practice  
on April 2, 2003 with the filing of Taiwan priority patent application 92205217 U. Elan contends that  
the claimed inventions were conceived of prior to that date, but Elan is not currently able to establish a

1 precise date of conception. Elan's investigation and discovery are ongoing, and Elan reserves its right  
2 to supplement this response. Apple can ascertain the information responsive to Interrogatory No. 1 in  
3 the business records labeled ELN015382 through ELN015384 previously produced by Elan. Elan is  
4 aware of no further documents responsive information within its possession or control regarding the  
5 '353 patent, and none of the inventors of the '353 patent are currently employed by Elan.

6 **INTERROGATORY NO. 2:**

7 Separately for each claim of the Elan Patents-in-Suit, identify the individual and/or individuals  
8 that Elan contends conceived the subject matter of that claim or participated in the reduction to practice  
9 of the subject matter of that claim, including the subject matter he or she contributed to that claim or  
10 the contribution of that individual to the reduction to practice of that claim, including a full description  
11 of all facts and circumstances (including documents and persons with knowledge) and reasons  
12 supporting such contention.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:**

12 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
13 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
14 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
15 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
16 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
17 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.  
18 Elan also objects to this Interrogatory to the extent it seeks information not relevant to any present  
19 claim or defense in this matter and not reasonably calculated to lead to the discovery of admissible  
20 evidence. Elan further objects to this Interrogatory as premature because it seeks a response relating to  
21 infringement contentions before the time specified for such contentions under the Court's rules and  
22 schedule.

23 Subject to and without waiving the foregoing objections, Elan responds that each of the asserted  
24 claims of the '352 patent was conceived and reduced to practice by Stephen J. Bisset and Bernard  
25 Kasser of Palo Alto and Menlo Park, California, respectively, while employed at Logitech, Inc. of  
26 Fremont, California, during a period of time ending no later than January 4, 1996. Other than the '352  
27 patent application, Elan is not aware of documents or information within its possession or control,  
28 acquired from Logitech or otherwise, relating to the conception and reduction to practice of the '352  
patent.

1 Elan responds that the '353 patent was conceived and reduced to practice by Yen-Chang  
2 ("Godwin") Chiu, Yung-Lieh ("Kelvin") Chien, Shich-Chi ("Edward") Lin, and Ting-Hao Yeh, all of  
3 Taiwan, R.O.C., while employed at Elan, during a period of time ending no later than April 2, 2003.  
4 Other than the patent application filed in Taiwan, Elan is not aware of documents or information within  
5 its possession or control relating to the conception and reduction to practice of the '353 patent.

6 **INTERROGATORY NO. 3:**

7 Separately for each claim of the Elan Patents-in-Suit, identify the first written description, first  
8 offer for sale, first sale, first public disclosure, first public use, and first disclosure to another of the  
9 claimed invention, including, without limitation, the date on which such event occurred, the identity of  
each person with knowledge of any of the foregoing and the identity of all documents relating to the  
foregoing.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:**

11 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
12 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
13 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
14 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
15 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
16 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.  
17 Elan also objects to this Interrogatory as premature because it seeks a response relating to infringement  
18 contentions before the time specified for such contentions under the Court's rules and schedule.

19 Subject to and without waiving the foregoing objections, Elan responds that it obtained its  
20 present rights and interests in U.S. Patent No. 5,825,352 ("the '352 Patent") on September 23, 2003  
21 from K-Tech Devices. Elan understands that a first offer for sale, sale, public disclosure, public use or  
22 disclosure to another occurred before Elan obtained any interest in the '352 Patent. After a reasonable  
23 search, Elan is not aware of any information in its possession, custody, or control describing a first  
24 offer for sale, sale, public disclosure, public use or disclosure of the '352 patent. With respect to U.S.  
25 Patent No. 7,274,353 ("the '353 Patent"), Elan responds that it has not sold, offered for sale or publicly  
26 used a product embodying an invention claimed in the patent. The first disclosure occurred with the  
27 filing of the underlying patent application.  
28



1 **INTERROGATORY NO. 4:**

2 Identify all Prior Art to the Elan Patents-in-Suit that Elan is aware of, and describe in detail  
3 when, by whom and under what circumstances such Prior Art was discovered or identified.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

5 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
6 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
7 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
8 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
9 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
10 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

11 Subject to and without waiving the foregoing objections, Elan responds that it is aware of prior  
12 art references relating to the '352 Patent which are identified on the face of the patent. With respect to  
13 the '352 Patent, Elan is also aware that Apple has identified additional alleged prior art in its invalidity  
14 contentions served in the present litigation and that Synaptics, Inc. identified alleged additional prior  
15 art in its invalidity contentions served during the previous litigation, which Elan has previously  
16 produced to Apple. Elan further responds that it is aware of prior art references relating to the '353  
17 Patent which are identified on the face of the patent. With respect to the '353 Patent, Elan is also  
18 aware that Apple has identified additional alleged prior art in its invalidity contentions served in the  
19 present litigation. Elan is presently unaware of any actual or alleged prior art relating to the '352  
20 Patent or the '353 Patent which is not identified in these documents.

21 **INTERROGATORY NO. 5:**

22 Separately for each Elan Patent-in-Suit, state whether Elan contends that it has satisfied the  
23 marking requirements of 35 U.S.C. § 287, and if so, describe in detail all facts and circumstances  
24 supporting or otherwise relating to that contention (including documents and persons with knowledge).

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

26 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
27 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
28 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
Elan also objects to this Interrogatory to the extent it seeks information protected from disclosure by

1 the attorney-client privilege, the attorney work product doctrine or any other applicable privilege,  
2 immunity, or protection.

3 Subject to and without waiving the foregoing objections, Elan responds that as early as May,  
4 2006, Elan started marking the patent number of the '352 Patent, among other patents, on the boxes in  
5 which it ships its touch-sensitive input devices practicing the '352 Patent. *See* ELN017263-  
6 ELN017264. Also *see* ELN120369, ELN120371-ELN120374. Further, Elan placed the same on the  
7 user interface window on or about April 2008. *See* ELN120367-ELN120368.

8 **INTERROGATORY NO. 6:**

9 Separately for each Elan Patent-in-Suit, state the date on which Elan contends that Apple first  
10 became aware of that patent (whether through actual or constructive notice) and describe in detail all  
11 facts and circumstances supporting or otherwise relating to that contention (including documents and  
persons with knowledge).

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

13 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
14 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
15 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
16 Elan also objects to this Interrogatory to the extent it seeks information protected from disclosure by  
17 the attorney-client privilege, the attorney work product doctrine or any other applicable privilege,  
18 immunity, or protection. Elan further objects to this Interrogatory to the extent it seeks information  
19 that is in Apple's possession or equally available to Apple.

20 Subject to and without waiving the foregoing objections, Elan responds that it understands that  
21 at least one individual involved in the prosecution of Apple's U.S. Patent No. 7,561,146 ("the '146  
22 Patent") was aware of the '352 Patent at least as early as August 25, 2004, when an Information  
23 Disclosure Statement filed as part of the prosecution of the '146 Patent identified the '352 Patent as  
24 prior art. Apple has acknowledged and admitted that it was aware of the '352 Patent at least as early as  
25 August 25, 2004. Elan also responds that Apple was notified of its infringement of the '352 patent in a  
26 letter dated August 27, 2006 from Daisuke Shudo, the General Manager of Elantech Devices  
27 Corporation (*See* ELN126440) and in a letter dated October 16, 2006 from Ming-Tao Yang, Esq. (*See*  
28 ELN126442). Elan further responds that Apple became aware of the '353 Patent at least as early as  
April, 7, 2009, the date of the filing of this lawsuit and service of the Complaint on Apple.

1 **INTERROGATORY NO. 7:**

2 Describe in detail all facts and circumstances relating to each communication between Elan and  
3 any third party concerning licensing, contracts, agreements, covenants not to sue, settlement  
4 agreements, actual or potential infringement, invalidity, or unenforceability of any of the Patents-in-  
5 Suit and the identities of all such third parties, including, but not limited to, the identity of each entity  
6 contacted by Elan regarding any of the Elan Patents-in-Suit and each license granted, obtained, or  
7 offered by Elan to any of the Elan Patents-in-Suit.

8 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:**

9 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
10 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
11 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
12 Elan also objects to this Interrogatory as overbroad and unduly burdensome to the extent it seeks “each  
13 communication between Elan and any third party.” Elan further objects to this Interrogatory to the  
14 extent it seeks information not relevant to any present claim or defense in this matter and not  
15 reasonably calculated to lead to the discovery of admissible evidence. Elan also objects to this  
16 Interrogatory to the extent it seeks information containing proprietary or confidential information of  
17 Elan or a non-party. Elan further objects to this Interrogatory to the extent it seeks information  
18 protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any  
19 other applicable privilege, immunity, or protection.

20 Subject to and without waiving the foregoing objections, Elan responds that Elan and  
21 Synaptics, Inc. entered into a settlement agreement with respect to ‘352 Patent in October 2008. Elan  
22 further states that Elan and Synaptics were engaged in litigation concerning, *inter alia*, Synaptics’  
23 infringement of the ‘352 patent. That litigation also involved Prostar Computer, Inc. and Averatec, Inc.  
24 The pleadings and correspondence between the parties have been produced to Apple. Elan objects to  
25 the request that it “describe in detail each communication” between Elan and Synaptics, Prostar or  
26 Averatec during that litigation as unduly burdensome.

27 Elan further responds that Elan had at least the following communications concerning Elan’s  
28 ‘352 patent:

- Communications with Richard Wooley of Cirque Corporation concerning Cirque’s  
GlidePoint® touchpad with so-called Advanced Gestures, through Elan’s outside  
counsel Alston & Bird, beginning during or around July 6, 2009. *See* ELN126472.

- A letter to Mary E. Doyle of Palm, Inc. concerning Palm's Palm Pre smart phone, through Elan's outside counsel Alston & Bird, during or around July 6, 2009. *See* ELN126471. That letter was followed by a telephone conversation between Sean DeBruine, counsel for Elan, and Douglass Luftman, Palm's Assistant General Counsel.
- Communications with Charles Chamas and Anthony Baca of Hewlett-Packard Company, through Elan's outside counsel Akin Gump Strauss Hauer & Feld LLP ("Akin Gump"), beginning during or around January 4, 2007. Mr. Baca and Mr. DeBruine also had at least one telephone conversation. *See* ELN126444.
- Communications with Tsuneo Toda of Toshiba Corporation concerning certain Toshiba laptop products, through Elan's outside counsel Akin Gump, beginning during or around January 4, 2007. *See* ELN126446, ELN126451, and ELN126454.

Elan further responds that it has had no license discussions regarding the '353 Patent.

**INTERROGATORY NO. 8:**

Describe in detail all facts and circumstances supporting or otherwise relating to Elan's calculation of damages allegedly resulting from Apple's alleged infringement, including, but not limited to, the type and dollar amount of damages and the method(s) and calculation(s) used to compute that calculation of damages, including a full description of all facts (including documents and persons with knowledge) and reasons supporting such contention.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:**

Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible. Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection. Elan also objects to this Interrogatory as improper as the subject is expert witness testimony. Elan further objects to this Interrogatory as premature because the early stage of this lawsuit and the discovery and investigation are ongoing.

1 Subject to and without waiving the foregoing objections, Elan responds that it has yet to  
2 calculate and quantify fully the damages it has suffered and continues to suffer because of Apple's  
3 infringement of the '352 Patent and the '353 Patent. Elan further responds that it will retain an expert  
4 to determine the amount of damages to which Elan is entitled. Elan will disclose the opinions of its  
5 expert pursuant to Fed. R. Civ. P. 26(a)(2) at the appropriate time under the schedule adopted by the  
6 Court in this matter.

7 **INTERROGATORY NO. 9:**

8 Describe in detail all facts and circumstances supporting or otherwise relating to Elan's  
9 contention that Apple has willfully infringed or is willfully infringing the Elan Patents-in-Suit,  
10 including a full description of all facts (including documents and persons with knowledge) and reasons  
11 supporting such contention.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:**

13 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
14 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
15 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
16 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
17 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
18 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.  
19 Elan also objects to this Interrogatory as premature because the early stage of this lawsuit and the  
20 discovery and investigation are ongoing.

21 Subject to and without waiving the foregoing objections, Elan responds that Apple has admitted  
22 in its September 8, 2009 response to Elan's Interrogatory No. 9 that it was aware of the '352 Patent as  
23 early as August 25, 2004. On August 27, 2006, Elan notified Apple that its product infringed the '352  
24 Patent. Notwithstanding its knowledge of Elan's patent rights and its infringement of those rights.  
25 Apple continues to use the patented technology with existing and new products even after Elan  
26 informed Apple of infringement. Apple acted despite an objectively high likelihood that its action  
27 constituted infringement of a valid patent. Moreover, Apple actually knew, or should have known, that  
28 its actions constituted infringement of a valid and enforceable patent. Regarding the '353 Patent,  
Apple's infringement has been willful since at least April 7, 2009, the date on which Elan filed this  
lawsuit and served the Complaint on Apple.

1 **INTERROGATORY NO. 10:**

2 Separately for each of the Elan Patents-in-Suit, state the date on which Elan contends that  
3 Apple's alleged infringement of that patent began and the date on which Elan first became aware of  
4 such infringement, and explain in detail why Elan did not commence this action against Apple between  
the date Elan became so aware and April 2009.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

6 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
7 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
8 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
9 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
10 this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
11 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

12 Subject to and without waiving the foregoing objections, Elan responds that Elan currently  
13 understands that Apple's infringement began with the introduction of the PowerBook G4 in February  
14 2005 which used a method for sensing the contact of multiple fingers on a touchpad. Elan learned of  
15 that infringement shortly before contacting Apple on August 27, 2006 about Apple's infringement.  
16 Elan brought this suit after the conclusion of its litigation involving the '352 Patent against Synaptics,  
17 Inc. and after the parties' ongoing negotiations failed to conclude with Apple's purchase of a license  
18 from Elan. With respect to the '353 Patent, Elan first learned of Apple's infringement shortly before  
19 filing this lawsuit against Apple on April, 7, 2009.

20 **INTERROGATORY NO. 11:**

21 Separately for each of the Apple Patents-in-Suit, describe in detail the facts and circumstances  
22 relating to Elan's first awareness of the patent, including *inter alia*, the date Elan first became aware of  
23 the existence of the patent, the person(s) who first became aware of the patent, the circumstances  
surrounding Elan's first awareness of the patent, the content of any related communications or  
documents and any actions taken by you as a result (including documents and persons with  
knowledge).

24 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

25 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
26 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
27 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
28 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to

1 this Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
2 matter and not reasonably calculated to lead to the discovery of admissible evidence. Elan also objects  
3 to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
4 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

5 Subject to and without waiving the foregoing objections, Elan responds that it currently  
6 understands that Nick Lin, a patent engineer in Elan's Legal and IPR department prepared summaries  
7 of the '218 and '659 patents on or about September, 24, 2008 and February 26, 2009, respectively.  
8 Nick Lin uploaded the '218 patent summary onto Elan's document management system, and internally  
9 circulated the '659 patent summary to Chairman Yeh, the legal department and the research and  
10 development department. Elan was not aware of Apple's '218 patent or '659 patent before Mr. Lin  
11 prepared the respective reports.

12 **INTERROGATORY NO. 12:**

13 Identify (by product name, including all trade names and designations, internal names, and  
14 names during development; part number; model; manufacturer; designer; supplier; and dates first sold  
15 or offered for sale) all products or designs of all touch-sensitive input devices or touch pads designed,  
16 marketed, made, used, sold, offered for sale, imported, exported, licensed, or distributed by or for Elan.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:**

18 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
19 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
20 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
21 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan also objects to this  
22 Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
23 matter and not reasonably calculated to lead to the discovery of admissible evidence. Elan also objects  
24 to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
25 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.  
26 Elan further objects to this Interrogatory as vague and ambiguous with respect to the term "touch-  
27 sensitive input devices" as the term has not been defined and its meaning is not clear on its face.  
28 Subject to and without waiving the foregoing objections, Elan understands the following products and  
the products listed in the below table to be touch-sensitive input devices or touchpads:

Elan's TP3 touch pads have the following part numbers: 804262-0000, 804262-0001, 804262-0020, 814262-0000, and 814262-0001.

Elan's KTP3 touch pads have the following part numbers: 800306-2301, 800306-2401, 800306-5201, 800306-5411, 800306-5431, 800306-5441, 800307-5100, 800311-1103, 800401-5003, 800401-5103, 800406-0803, 800406-1803, 800406-1813, 800406-1823, 800406-1833, 800406-1843, 800406-1863, 800406-1873, 800410-3012, 800410-3032, 810306-2301, 810306-5411, 810306-5431, 810306-5451, 810306-5461, 810307-5100, 810308-5202, 810308-5212, 810310-5022, 810311-1103, 810406-0803, 810406-1853, 810406-5053, 810410-3012, and 810410-3042.

Elan's KTP5 touch pads have the following part numbers: 800406-1603, 800406-1612, 800409-5003, 800409-5103, 800409-5303, 800409-5503, 800410-2001, 800410-5001, 800504-2602, 800505-1003, 810406-1603, 810409-1112, 810409-1122, 810409-5103, 810409-5202, 810409-5603, 810410-5001, 810410-5021, 810504-2602, 810505-1003, 810509-2703, 810509-3001, 810509-5001, 810511-0702, 810511-0901, 810511-0911, 810511-0921, 810511-5002, 810512-0102, 810512-0102 V01, 810512-0112, 810512-0112 V01, 810512-0122, and 810602-1703.

Elan's KTP6 touch pads have the following part numbers: 810506-1701, 810507-0703, 810507-0803, 810507-2100, 810508-0900, 810508-1600, 810508-1708, 810509-0900, 810509-2800, 800507-0703, 800507-0803, 800507-5003, 800507-5103, and 810604-1000.

emno	ver	LINE	ehno	pdname	bodyname
BI026P-J21N501U	JA	SHI	MKT126A	BI026PJ211	BI026PJ211
BI030G-T88MJ01U	JA	SHI	MKT130A	BI030GT881	BI030GT881
BI030G-T88X401U	JA	SHI	MKT133A	BI030GT881	BI030GT881
BI032G-C05M501U	JA	SHI	MKT103A	BI032GC051	BI032GC051
BI032G-C06MB01U	JA	SHI	MKT097A	BI032C061	BI032C061
BI032G-C07M501U	JA	SHI	MKT120A	BI032GC071	BI032GC071
BI032G-C08M501U	JA	SHI	MKT127A	BI032GC081	BI032GC081
BI032G-T02MB01U	JA	SHI	MKT086A	BI032GT021	BI032GT021
BI032G-T02MB01U	JB	SHI	MKT086B	BI032GT021	BI032GT021
BI032G-T02MB01U	JC	SHI	MKT086C	BI032GT021	BI032GT021
BI032G-T02MB01U	JD	SHI	MKT086D	BI032GT021	BI032GT021
BI032G-T02MB01U	JE	SHI	MKT086E	BI032GT021	BI032GT021
BI032G-T02MB01U	JF	SHI	MKT086F	BI032GT021	BI032GT021
BI032G-T02MB01U	JG	SHI	MKT086G	BI032GT021	BI032GT021



1	BI032G-T02MB01U	JH	SHI	MKT086H	BI032GT021	BI032GT021
2	BI032G-T02MB02U	JA	SHI	MKT088A	BI032GT022	BI032GT022
3	BI032G-T02MB02U	JB	SHI	MKT088B	BI032GT022	BI032GT022
4	BI032G-T02MB02U	JC	SHI	MKT088C	BI032GT022	BI032GT022
5	BI032G-T02MB02U	JD	SHI	MKT088D	BI032GT022	BI032GT022
6	BI032G-T02MB02U	JE	SHI	MKT088E	BI032GT022	BI032GT022
7	BI032G-T02MB02U	JF	SHI	MKT088F	BI032GT022	BI032GT022
8	BI032G-T02MB02U	JG	SHI	MKT088G	BI032GT022	BI032GT022
9	BI032G-T02MB02U	JH	SHI	MKT088H	BI032GT022	BI032GT022
10	BI032G-T02MB02U	JI	SHI	MKT088I	BI032GT022	BI032GT022
11	BI032G-T02MB03U	JA	SHI	MKT096A	BI032T023	BI032T023
12	BI032G-T02MB03U	JB	SHI	MKT096B	BI032GT023	BI032T023
13	BI032G-T02MB04U	JA	SHI	MKT099A	BI032GT024	BI032GT024
14	BI032G-T02MB04U	JB	SHI	MKT099B	BI032GT024	BI032GT024
15	BI032G-T02MB04U	JC	SHI	MKT099C	BI032GT024	BI032GT024
16	BI032G-T02MB04U	JD	SHI	MKT099D	BI032GT024	BI032GT024
17	BI032G-T02MB04U	JE	SHI	MKT099E	BI032GT024	BI032GT024
18	BI032G-T02MB05U	JA	SHI	MKT101A	BI032GT025	BI032GT025
19	BI032G-T02MB05U	JB	SHI	MKT101B	BI032GT025	BI032GT025
20	BI032G-T02MB05U	JC	SHI	MKT101C	BI032GT025	BI032GT025
21	BI032G-T02MB06U	JA	SHI	MKT111A	BI032GT026	BI032GT026
22	BI032G-T02MB06U	JB	SHI	MKT111B	BI032GT026	BI032GT026
23	BI032G-T02MB06U	JC	SHI	MKT111C	BI032GT026	BI032GT026
24	BI032G-T02MB06U	JD	SHI	MKT111D	BI032GT026	BI032GT026
25	BI032G-T02MB06U	JE	SHI	MKT111E	BI032GT026	BI032GT026
26	BI032G-T02MB06U	JF	SHI	MKT111F	BI032GT026	BI032GT026
27	BI032G-T02MB07U	JA	SHI	MKT115A	BI032GT027	BI032GT027
28	BI032G-T02MB07U	JB	SHI	MKT115B	BI032GT027	BI032GT027
	BI032G-T02MB08U	JA	SHI	MKT116A	BI032GT028	BI032GT028
	BI032G-T02MB09U	JA	SHI	MKT117A	BI032GT029	BI032GT029
	BI032G-T02MB09U	JB	SHI	MKT117B	BI032GT029	BI032GT029
	BI032G-T02MB10U	JA	SHI	MKT119A	BI032GT02A	BI032GT02A
	BI032G-T02MB11U	JA	SHI	MKT147A	BI032GT02D	BI032GT02D
	BI032G-T02MB11U	JB	SHI	MKT147B	BI032GT02D	BI032GT02D
	BI032G-T02MB12U	JA	SHI	MKT122A	BI032GT02B	BI032GT02B
	BI032G-T02MB13U	JA	SHI	MKT125A	BI032GT02C	BI032GT02C
	BI032G-T02MB13U	JB	SHI	MKT125B	BI032GT02C	BI032GT02C
	BI032G-T02MB14U	JA	SHI	MKT151A	BI032GT02F	BI032GT02F
	BI032G-T02MB15U	JA	SHI	MKT153A	BI032GT02G	BI032GT02G

1	BI032G-T02MB16U	JA	SHI	MKT154A	BI032GT02H	BI032GT02H
2	BI032G-T02MB17U	JA	SHI	MKT155A	BI032GT02I	BI032GT02I
3	BI032G-T02MB18U	JA	SHI	MKT150A	BI032GT02E	BI032GT02E
4	BI032G-T02MB19U	JA	SHI	MKT156A	BI032GT02J	BI032GT02J
5	BI032G-T02MB20U	JA	SHI	MKT157A	BI032GT02K	BI032GT02K
6	BI032G-T02MB21U	JA	SHI	MKT159A	BI032GT02L	BI032GT02L
7	BI032G-T02MB22U	JA	SHI	MKT160A	BI032GT02M	BI032GT02M
8	BI034G-T88M501U	JA	SHI	MKT112A	BI034GT885	BI034GT885
9	BI034P-J21M501U	JA	SHI	MKT106A	BI034PJ211	SC032HT4A
10	BI034P-J21M501U	JB	SHI	MKT106B	BI034PJ211	SC032HT4A
11	BI034P-T88M501U	JA	SHI	MKT114A	BI034PT881	BI034PT881
12	BI037G-JC1BB01U	JA	SHI	MKT165A	BI037GJC11	BI037GJC11
13	BI037G-T03W401U	JA	SHI	MKT123A	BI037GT031	BI037GT031
14	BI037G-T88W401U	JA	SHI	MKT144A	BI037GT881	BI037GT881
15	BI038G-J21W201U	JA	SHI	MKT141A	BI038GJ211	TBI038GJ211
16	BI038G-J21W201U	JB	SHI	MKT141B	BI038GJ211	TBI038GJ211
17	BI038G-T88W401U	JA	SHI	MKT138A	BI038GT881	BI038GT881
18	BI038G-T88WJ01U	JA	SHI	MKT135A	BI038GT881	BI038GT881
19	BI046G-JC1AB01U	JA	SHI	MKT161A	BI046GJC11	BI046GJC11
20	BI072G-JC1KB01U	JA	SHI	MKT163A	BI072GJC11	BI072GJC11
21	BI101E-T88W701U	JA	SHI	MKT148A	BI101ET881	BI101ET881
22	BI1030-M24EGAU	JA	SHI	MKT020A	BI1030EGA	BI1030EGA
23	BI1050-M35CMAU	JB	SHI	MKT066A	BI1050CMA	BI1050CMA
24	BI1050-M35TSBU	JA	SHI	MKT054A	BI1050TSB	BI1050TSB
25	BI1050-M35TSCU	JA	SHI	MKT058A	BI1050TSC	BI1050TSC
26	BI1050-M35TSEU	JA	SHI	MKT100A	BI1050TSE	BI1051SNA
27	BI1051-M32AGAU	JA	SHI	MKT090A	BI1051AGA	BI1051AGA
28	BI1051-M32AGAU	JB	SHI	MKT090B	BI1051AGA	BI1051AGA
	BI1051-M32AGAU	JC	SHI	MKT090C	BI1051AGA	BI1051AGA
	BI1051-M32EMAU	JA	SHI	MKT085A	BI1051EMA	BI1051EMA
	BI1051-M32EMAU	JB	SHI	MKT085B	BI1051EMA	BI1051EMA
	BI1051-M32EMAU	JC	SHI	MKT085C	BI1051EMA	BI1051EMA
	BI1051-M32HTBU	SA	SHI	MKT081A	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SB	SHI	MKT081B	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SC	SHI	MKT081C	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SD	SHI	MKT081D	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SE	SHI	MKT081E	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SF	SHI	MKT081F	BI1051HTB	BI1051HTB
	BI1051-M32HTBU	SG	SHI	MKT081G	BI1051HTB	BI1051HTB

1	BI1051-M32HTBU	SX	SHI	MKT081X	BI1051HTB	BI1051HTB
2	BI1051-M32HTBU	SY	SHI	MKT105A	BI1051HTB	BI1051HTB
3	BI1051-M35CMBU	JA	SHI	MKT069A	BI1051CMB	BI1051CMB
4	BI1051-M35CMBU	JB	SHI	MKT069B	BI1051CMB	BI1051CMB
5	BI1051-M35CMBU	JC	SHI	MKT069C	BI1051CMB	BI1051CMB
6	BI1051-M35CMBU	JD	SHI	MKT069D	BI1051CMB	BI1051CMB
7	BI1051-M35CMCU	JA	SHI	MKT071A	BI1051CMC	BI1051CMC
8	BI1051-M35CMCU	JB	SHI	MKT071B	BI1051CMC	BI1051CMC
9	BI1051-M35CMCU	JC	SHI	MKT071C	BI1051CMC	BI1051CMC
10	BI1051-M35CMCU	JD	SHI	MKT071D	BI1051CMC	BI1051CMC
11	BI1051-M35CMCU	JE	SHI	MKT071E	BI1051CMC	BI1051CMC
12	BI1051-M40GMAU	JA	SHI	MKT067A	BI1051GMA	BI1051GMA
13	BI1051-M48SNAU	SA	SHI	MKT079A	BI1051SNA	BI1051SNA
14	BI1051-M48SNAU	SB	SHI	MKT079B	BI1051SNA	BI1051SNA
15	BI1051-M48SNAU	SC	SHI	MKT079C	BI1051SNA	BI1051SNA
16	BI1051-M48SNAU	SD	SHI	MKT079D	BI1051SNA	BI1051SNA
17	BI1051-M48SNAU	SE	SHI	MKT079E	BI1051SNA	BI1051SNA
18	BI1051-M48SNAU	SF	SHI	MKT079F	BI1051SNA	BI1051SNA
19	BI1051-M48SNAU	SG	SHI	MKT079G	BI1051SNA	BI1051SNA
20	BI1051-M48SNAU	SH	SHI	MKT079H	BI1051SNA	BI1051SNA
21	BI1051-M48SNAU	SK	SHI	MKT079K	BI1051SNA	BI1051SNA
22	BI1051-M48SNBU	SA	SHI	MKT094A	BI1051SNB	BI1051SNB
23	BI1051-M48SNBU	SB	SHI	MKT094B	BI1051SNB	BI1051SNB
24	BI1051-M48SNBU	SC	SHI	MKT094C	BI1051SNB	BI1051SNB
25	BI1051-M48SNBU	SD	SHI	MKT094D	BI1051SNB	BI1051SNB
26	BI8250-M32CHAU	JA	SHI	MDT001A	BI8250CHA	BI8250CHA
27	BI8250-M32CHAU	JB	SHI	MDT001B	BI8250CHA	BI8250CHA
28	BI8250-M32CHAU	JC	SHI	MKT026A	BI8250CHA1	BI8250CHA1
	BI8250-M32CHBU	JA	SHI	MKT002A	BI8250CHB	BI8250CHB
	BI8250-M32CHBU	JB	SHI	MKT002B	BI8250CHB	BI8250CHB
	BI8250-M32CHBU	JC	SHI	MKT002C	BI8250CHB	BI8250CHB
	BI8250-M32CHCU	JA	SHI	MKT001A	BI8250CHC	BI8250CHC
	BI8250-M32CHCU	JB	SHI	MKT001B	BI8250CHC	BI8250CHC
	BI8250-M32CHCU	JC	SHI	MKT001C	BI8250CHC	BI8250CHC
	BI8250-S32ANHU	JA	SHI	MDT002A	BI8250S32	BI8250S32
	BI8250-S32ANHU	JB	SHI	MDT002B	BI8250S32	BI8250S32
	BI8251-M28WKAU	JB	SHI	MDT003A	BI8251M28	BI8251M28
	BI8251-M28WKAU	JD	SHI	MKT030A	BI8251WKA	BI8251WKA
	BI8256-M40BWBU	JA	SHI	MKT031A	BI8256BWB	BI8256BWB

1	BI8256-M40BWBU	JB	SHI	MKT031B	BI8256BWB	BI8256BWB
2	BI8256-M40TCAU	JA	SHI	MKT032A	BI8256TCA	BI8256TCA
3	BI8256-S40AWGU	JA	SHI	MKT033A	BI8256AWG	BI8256AWG
4	BI8256-S40AWHU	JA	SHI	MKT034A	BI8256AWH	BI8256AWH
5	BI8256-S43AXGU	JA	SHI	MKT035A	BI8256AXG	BI8256AXG
6	BI8256-S43AXHU	JA	SHI	MKT036A	BI8256AXH	BI8256AXH
7	BI8258-M43CPAU	JA	SHI	MKT078A	BI8258CPA	BI8258CPA
8	BI8258-M43EGAU	JA	SHI	MKT037A	BI8258EGA	BI8258EGA
9	BI8261-M32CHAU	JC	SHI	MDT007A	BI8261M32	BI8261M32
10	BT0101-DL001FU	SA	SHI	B&S	_BT0101	B&S
11	BT0102-PD005PU	JA	SHI	MD1006A	BT01028TT	BT01028TT
12	BT8210-EM001PU	JA	SHI	B&S	_BT8210	B&S
13	BT8210-EM002PU	JA	SHI	B&S	_BT8210	B&S
14	BT8210-EM003PU	JA	SHI	B&S	_BT8210	B&S
15	BW8231-IA001FU	JA	SHI	MD2005A	BW8231IA1	BW8231IA1
16	CB0000A-CM001AU	JA	SHI	MDT056A	CB0000CM1	CB0000CM1
17	CB0000A-CM001AU	JB	SHI	MDT056B	CB0000CM1	CB0000CM1
18	CB0000A-CM002AU	JA	SHI	MDT057A	CB0000CM2	CM0000CM2
19	CB0000A-CM002AU	JB	SHI	MDT057B	CB0000CM2	CM0000CM2
20	CB0000A-CM003AU	JA	SHI	MDT061A	CB0000CM3	CB0000CM3
21	CB0000A-CM004AU	JA	SHI	MDT065A	CB0000CM4	CB0000CM4
22	CB0000A-CM004AU	JB	SHI	MDT065B	CB0000CM4	CB0000CM4
23	CB0000A-CM005AU	JA	SHI	MDT069A	CB0000CM5	CB0000CM5
24	CB0000A-CM006AU	JA	SHI	MDT085A	CB0000CM6	CB0000CM6
25	CB0000A-CP001AU	SA	SHI	B&S	_CB00CP1A	B&S
26	CB0000A-EM001AU	JA	SHI	MDT083A	CB0000EM1	CB0000EM1
27	CB0102A-IA001AU	JA	SHI	MDT037A	CB0102IA1	CB0102IA1
28	CB030G-K04MJ01U	JA	SHI	MDT076A	CB030K041	CB030K041
	CB043G-T01X401U	SA	SHI	MDT059A	CB043GT011	CB1051HT3
	CB043G-T01X401U	SB	SHI	MDT059B	CB043GT011	CB1051HT3
	CB043G-T01X401U	SC	SHI	MDT059B	CB043GT011	CB1051HT3
	CB043G-T01X401U	SD	SHI	MDT059D	CB043GT011	CB1051HT3
	CB043G-T01X401U	SE	SHI	MDT059E	CB043GT011	CB1051HT3
	CB043G-T01X401U	SF	SHI	MDT059F	CB043GT011	CB1051HT3
	CB043G-T01X401U	SG	SHI	MDT059G	CB043GT011	CB1051HT3
	CB043G-T01X401U	SH	SHI	MDT059G	CB043GT011	CB1051HT3
	CB043G-T01X401U	SI	SHI	MDT059I	CB043GT011	CB1051HT3
	CB043G-T01X401U	SJ	SHI	MDT059J	CB043GT011	CB1051HT3
	CB043G-T01X401U	SK	SHI	MDT059G	CB043GT011	CB1051HT3

1	CB043G-T01X401U	SL	SHI	MDT059G	CB043GT011	CB1051HT3
2	CB043G-T01X401U	SM	SHI	MDT059J	CB043GT011	CB1051HT3
3	CB043G-T01X401U	SN	SHI	MDT059J	CB043GT011	CB1051HT3
4	CB043G-T01X401U	SO	SHI	MDT059O	CB043GT011	CB1051HT3
5	CB043G-T01X402U	SA	SHI	MDT063A	CB043GT012	CB043GT012
6	CB043G-T01X402U	SB	SHI	MDT063B	CB043GT012	CB043GT012
7	CB043G-T01X402U	SC	SHI	MDT063C	CB043GT012	CB043GT012
8	CB043G-T01X402U	SD	SHI	MDT063D	CB043GT012	CB043GT012
9	CB043G-T01X402U	SE	SHI	MDT063E	CB043GT012	CB043GT012
10	CB043G-T01X402U	SF	SHI	MDT063D	CB043GT012	CB043GT012
11	CB043G-T01X402U	SG	SHI	MDT063E	CB043GT012	CB043GT012
12	CB043G-T01X402U	SH	SHI	MDT063H	CB043GT012	CB043GT012
13	CB043G-T01X402U	SZ	SHI	MDT063A	CB043GT012	CB043GT012
14	CB043G-T01X403U	SA	SHI	MDT067A	CB043GT013	CB043GT013
15	CB043G-T01X403U	SB	SHI	MDT067B	CB043GT013	CB043GT013
16	CB043G-T01X403U	SC	SHI	MDT067C	CB043GT013	CB043GT013
17	CB043G-T01X403U	SD	SHI	MDT067C	CB043GT013	CB043GT013
18	CB043G-T01X403U	SE	SHI	MDT067E	CB043GT013	CB043GT013
19	CB043G-T01X403U	SY	SHI	MDT067B	CB043GT013	CB043GT013
20	CB043G-T01X403U	SZ	SHI	MDT067A	CB043GT013	CB043GT013
21	CB043G-T01X404U	SA	SHI	MDT068A	CB043GT014	CB043GT014
22	CB043G-T01X404U	SB	SHI	MDT068B	CB043GT014	CB043GT014
23	CB043G-T01X404U	SC	SHI	MDT068C	CB043GT014	CB043GT014
24	CB043G-T01X404U	SD	SHI	MDT068C	CB043GT014	CB043GT014
25	CB043G-T01X404U	SE	SHI	MDT068E	CB043GT014	CB043GT014
26	CB043G-T01X404U	SY	SHI	MDT068B	CB043GT014	CB043GT014
27	CB043G-T01X404U	SZ	SHI	MDT068A	CB043GT014	CB043GT014
28	CB043G-T01X405U	SA	SHI	MDT087A	CB043GT015	CB043GT015
	CB043G-T01X406U	SA	SHI	MDT088A	CB043GT016	CB043GT016
	CB043G-T01X408U	SA	SHI	MDT090A	CB043GT018	CB043GT018
	CB043G-T01X409U	SA	SHI	MDT091A	CB043GT019	CB043GT019
	CB043G-T01X410U	SA	SHI	MDT092A	CB043GT01A	CB043GT01A
	CB060G-T88N01AU	JA	SHI	MDT081A	CB060GT881	CB060GT881
	CB1030A-EG001AU	JA	SHI	MDT004A	CB1030EG1	CB1030EG1
	CB1050A-CM001AU	JB	SHI	MDT006B	CB1050CM1	CB1050CM1
	CB1050A-MV001AU	JA	SHI	MDT012A	CB1050MV1	CB1050MV1
	CB1050A-SN001AU	SA	SHI	MDT013A	CB1050SN1	CB1050SN1
	CB1050A-SN002AU	SA	SHI	MDT036A	CB1050SN2	CB1050SN2
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3	CB1050A-TS003AU	JA	SHI	MDT060A	CB1050TS3	CB1051SN1
4	CB1051A-AG001AU	JA	SHI	MDT062A	CB1051AG1	CB1051AG1
5	CB1051A-CM002AU	JA	SHI	MDT045A	CB1051CM2	CB1051CM2
6	CB1051A-CM002AU	JB	SHI	MDT045B	CB1051CM2	CB1051CM2
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8	CB1051A-CM003AU	JA	SHI	MDT046A	CB1051CM3	CB1051CM3
9	CB1051A-CM003AU	JB	SHI	MDT046B	CB1051CM3	CB1051CM3
10	CB1051A-CM003AU	JC	SHI	MDT046C	CB1051CM3	CB1051CM3
11	CB1051A-CM004AU	JA	SHI	MDT055A	CB1051CM4	CB1051CM4
12	CB1051A-CM004AU	JB	SHI	MDT055A	CB1051CM4	CB1051CM4
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16	CB1051A-CM004AU	JF	SHI	MDT055E	CB1051CM4	CB1051CM4
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18	CB1051A-CM004AU	JH	SHI	MDT055E	CB1051CM4	CB1051CM4
19	CB1051A-CM005AU	JB	SHI	MDT070B	CB1051ACM5	CB1051ACM5
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21	CB1051A-DT001AU	JA	SHI	MDT071A	CB1051DT1	CB1051DT1
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23	CB1051A-EM001AU	JB	SHI	MDT053B	CB1051EM1	CB1051EM1
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25	CB1051A-EM003AU	JA	SHI	MDT066A	CB1051EM3	CB1051EM3
26	CB1051A-GM001AU	JA	SHI	MDT044A	CB1051GMA	CB1051GMA
27	CB1051A-HT001AU	SA	SHI	MDT047A	CB1051HT1	CB1051HT1
28	CB1051A-HT002AU	SA	SHI	MDT052A	CB1051HT2	CB1051HT2
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38	CB1051A-IA001MT		SHI	B&S	_CB1051A	B&S
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5	CB1051A-SN001AU	SC	SHI	MDT048B	CB1051SN1	CB1051SN1
6	CB1051A-SN001AU	SD	SHI	MDT048B	CB1051SN1	CB1051SN1
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19	CB1060A-EM002AU	JA	SHI	MDT075A	CB1060EM2	CB1060EM2
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22	CB1060A-EM005AU	JA	SHI	MDT084A	CB1060EM5	CB1060EM5
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24	CB1060A-MB002AU	JA	SHI	MDT094A	CB1060MB2	CB1060MB2
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	CB8231A-IA001AU	JA	SHI	MDT019A	CB8231IA1	CB8231IA1
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	CB8250A-VG001AU	JA	SHI	MDT026A	CB8250VG1	CB8250VG1
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4	CB8251C-WK001AU	JC	SHI	MDT030A	CB8251WK12	CB8251WK12
5	CB8256A-BW002AU	JA	SHI	MDT031A	CB8256BW2	CB8256BW2
6	CB8256A-BW002AU	JB	SHI	MDT031B	CB8256BW2	CB8256BW2
7	CB8256A-TC001AU	JA	SHI	MDT032A	CB8256TC1	CB8256TC1
8	CB8258A-EG001AU	JA	SHI	MDT033A	CB8258EG1	CB8258EG1
9	CB8261A-CH001AU	JC	SHI	MDT034B	CB8261CH1	CB8261CH1
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11	KT1030-ZP001GAQ	JC	SHI	EG5792C	EKTP1030	EKTP1030
12	KT8120CW	JK	SHI	EJ5780C-028	EKT8120	EKT0101
13	KT8120CW	JQ	SHI	EJ5780D-028	EKT8120	EKT0101
14	KT8120CW	SK	SHI	EJ5780C-028	EKT8120	EKT0101
15	KT8120CW	SQ	SHI	EJ5780D-028	EKT8120	EKT0101
16	KT8120EW	SQ	SHI	EJ5780D-028	EKT8120	EKT0101
17	KT8120H	XK	SHI	EJ5780C-028	EKT8120	EKT0101
18	KT8120KCW	JK	SHI	EJ5780C-028	EKT8120	EKT0101
19	KT8120KCW	JQ	SHI	EJ5780D-028	EKT8120	EKT0101
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27	831001-2342	A	AVE	831001	8310012342	83100123B2
28	831001-22B2	A	AVE	831001	83100122B2	83100123B2
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	831001-2242	A	AVE	831001	8310012242	83100123B2
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7	800310-5012	TP	800310A	8003105012	8003105013
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17	810610-0302 V01		TP	810610A	8106100302	8106102102
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3	C7737D-5300		TP	C7737DA	C7737D5300	C7737D5300
4	C7740D-3201		TP	C7740DA	C7740D3201	C7740D4200
5	C7740D-4200		TP	C7740DA	C7740D4200	C7740D4200
6	C8048D-5200		TP	C8048DA	C8048D5200	C8048D5201
7	C8048D-5201		TP	C8048DA	C8048D5201	C8048D5201
8	C8048D-5300		TP	C8048DA	C8048D5300	C8048D5201
9	C8048D-5301		TP	C8048DA	C8048D5301	C8048D5201
10	C8048D-7300		TP	C8048DA	C8048D7300	C8048D5201
11	E6032D-0100		TP	E6032DA	E6032D0100	E6032D0100
12	E6034D-1100		TP	E6034DA	E6034D1100	E6034D1100
13	E6740D-4200		TP	E6740DA	E6740D4200	E6740D5200
14	E6740D-5100		TP	E6740DA	E6740D5100	E6740D5200
15	E6740D-5200		TP	E6740DA	E6740D5200	E6740D5200
16	E8033D-5000		TP	E8033DA	E8033D5000	E8033D5000
17	E8033D-5100		TP	E8033DA	E8033D5100	E8033D5000
18	E8048D-2200		TP	E8048DA	E8048D2200	E8048D2200
19	E8442D-5100		TP	E8442DA	E8442D5100	E8442D5101
20	E8442D-5101		TP	E8442DA	E8442D5101	E8442D5101
21	E8442D-5200		TP	E8442DA	E8442D5200	E8442D5101
22	E8450F-5101		TP	E8450FA	E8450F5101	E8450F5101
23	L80452-5000		TP	L80452A	L804525000	L804525003
24	L80452-5001		TP	L80452A	L804525001	L804525003
25	L80452-5002		TP	L80452A	L804525002	L804525003
26	L80452-5003		TP	L80452A	L804525003	L804525003
27	L96542-5300		TP	L96542A	L965425300	L965425303
28	L96542-5301		TP	L96542A	L965425301	L965425303
	L96542-5302		TP	L96542A	L965425302	L965425303
	L96542-5303		TP	L96542A	L965425303	L965425303
	S4833D-3201		TP	S4833DA	S4833D3201	S4833D3201
	S53406-B300		TP	S53406A	S53406B300	S53406B300
	S5440D-3100		TP	S5440DA	S5440D3100	S5440D3100
	S6034C-1200		TP	S6034CA	S6034C1200	S6034C1200
	S6034D-1200		TP	S6034DA	S6034D1200	S6034D1200
	S6536D-3300		TP	S6536DA	S6536D3300	S6536D3300
	S6536E-4300		TP	S6536EA	S6536E4300	S6536E4300
	S65496-B300		TP	S65496A	S65496B300	S65496B301
	S65496-B301		TP	S65496A	S65496B301	S65496B301

S6740C-1100		TP	S6740CA	S6740C1100	S6740C1100
S6740D-3200		TP	S6740DA	S6740D3200	S6740D3200
S6740D-4300		TP	S6740DA	S6740D4300	S6740D3200
S7737D-5300		TP	S7737DA	S7737D5300	S7737D5300
S7737E-01H0		TP	S7737EA	S7737E01H0	S7737E01H0
S7757F-5300		TP	S7757FA	S7757F5300	S7757F5300
S7938D-5300		TP	S7938DA	S7938D5300	S7938D5300
S80452-5000		TP	S80452A	S804525000	S804525002
S80452-5001		TP	S80452A	S804525001	S804525002
S80452-5002		TP	S80452A	S804525002	S804525002
S8048D-3200		TP	S8048DA	S8048D3200	S8048D5300
S8048D-5201		TP	S8048DA	S8048D5201	S8048D5300
S8048D-5300		TP	S8048DA	S8048D5300	S8048D5300
S8442D-5100		TP	S8442DA	S8442D5100	S8442D5100
S8442D-6100		TP	S8442DA	S8442D6100	S8442D5100
S8644C-1200		TP	S8644CA	S8644C1200	S8644C1200
S8744D-11H0		TP	S8744DA	S8744D11H0	S8744D11H0
S8744E-01H0		TP	S8744EA	S8744E01H0	S8744E01H0
S96542-5300		TP	S96542A	S965425300	S965425302
S96542-5301		TP	S96542A	S965425301	S965425302
S96542-5302		TP	S96542A	S965425302	S965425302
S9654D-5300		TP	S9654DA	S9654D5300	S9654D5300

emno	Also known as part number or the product model number for the use of external sales use.
ver	Version
LINE	Product line
pdname	Also known as Elan number, the internal product designation. One Elan no. can have multiple corresponding “emno” due to sales of by different sales department. One Elan no. can also have multiple corresponding “ehno” due to different sources of supply.
ehno	Normally refers to the IC material number, or the semi-complete component number. One “ehno” can have multiple corresponding “emno” due to different packagings or customers. One “emno” can have multiple corresponding “ehno” due to different versions or different sources of foundry supply.
bodyname	Reference from the project name. In principle, Elan no. will use the same “bodyname”, but it is still possible that one “bodyname” can have different Elan Nos.

1 **INTERROGATORY NO. 13:**

2 Separately for each product or design the identification of which is requested by Interrogatory  
3 No. 12, describe in detail each sale, license, or other instance in which a customer or other third party  
4 has obtained rights to the product or design, including inter alia the name and address of the customer  
5 or third party, the date on which the third party or customer first obtained rights to the product or  
6 design, what software, hardware or know-how were provided by Elan, and all written or oral  
communications between Elan and the customer or third party concerning the design, operation,  
structure, testing, use or maintenance of the product or design (including documents and persons with  
knowledge).

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:**

8 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
9 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
10 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
11 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan also objects to this  
12 Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
13 matter and not reasonably calculated to lead to the discovery of admissible evidence. Elan also objects  
14 to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
15 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

16 Subject to and without waiving the foregoing objections, Elan responds that no customer or  
17 third party has “obtained rights” to any product or design, as Elan understands that term as used in  
18 Interrogatory No. 13.

19 **INTERROGATORY NO. 14:**

20 Separately for each product or design the identification of which is requested by Interrogatory  
21 No. 12, describe in detail each individual that participated in the design or development of that product  
or design and their role in the design or development.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:**

23 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
24 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
25 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
26 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan also objects to this  
27 Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
28 matter and not reasonably calculated to lead to the discovery of admissible evidence. Elan also objects

to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

Subject to and without waiving the foregoing objections, Elan understands the following individuals to have participated in the design or development of the products identified in response to Interrogatory No. 12:

<u>Name</u>	<u>Title</u>
Yang, Wei-Wen (Eric)	Sr. Manager
Wu, Wan-Ling (Winnie)	Research and Development Asst.
Wu, Teng-Yen (Draco)	Sr. Manager
Wu, Chih-Lung (Jacky)	Sr. Electrical Technology Manager
Chen, Te-Jung (Darren)	Senior Electrical Engineer
Chen, Jian-Wei (Leo)	Software Engineer
Kuo, Jui-Ting (Jennie)	Research and Development Asst.
Lin, Yen-Yo (Tom)	Linux Software Engineer
Lin, Song-Yi (Steven)	Electrical Engineer
Lee, Yu-Tien (Alex)	Electrical Engineer
Ho, Yi-Hsiang (Peter)	FAE Engineer
Chuang, Ying-Jie (Roger)	Windows Software Engineer
Wei, Wei-Feng (Giorgio)	Software Engineer
Hsu, Hsin-Fu (Samuel)	Firmware Engineer
Huang, Kuo-Ming (Aaron)	Firmware Engineer
Wang, Kuo-Tai (Miller)	Electrical Engineer
Tsai, Po-Ming (Koven)	Electrical Engineer
Chang, Wen-Hong (Wilson)	Electrical Engineer
Eric Chung	Director
Mai, Wei-Kuo	Supervisor, Firmware Development
Wu, Tsung-Hsiao	Director
Pai, Charles	Director
Chiu, Yen-Chang (Godwin)	Director
Tang, Maco	Assistant Manager
Roven Lee	Assistant Manager



1 **INTERROGATORY NO. 15:**

2 Separately for each product or design the identification of which is requested by Interrogatory  
3 No. 12, state the total quantity of the product or design made, used, sold, offered for sale, imported,  
4 exported, leased, distributed, or licensed in the United States, and the gross and net revenues and  
profits derived from each such activity (including documents and persons with knowledge).

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:**

6 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
7 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
8 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
9 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan also objects to this  
10 Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
11 matter and not reasonably calculated to lead to the discovery of admissible evidence. Elan also objects  
12 to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client  
13 privilege, the attorney work product doctrine or any other applicable privilege, immunity, or protection.

14 Subject to and without waiving the foregoing objections, Elan states that it does not know the  
15 total quantity of products made, used, sold, offered for sale, imported, exported, leased, distributed, or  
16 licensed in the United States, or the gross or net revenues or profits derived from each such activity, if  
17 any. Elan has not made, used, sold, offered for sale, imported, exported, leased, distributed, or licensed  
18 in the United States any of its products identified in the response to Interrogatory No. 12.

19 **INTERROGATORY NO. 16:**

20 For each claim of each Apple Patent-in-Suit that you contend is not infringed by Elan Accused  
Products, describe in detail the factual basis of such contention.

21 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:**

22 Elan incorporates herein by reference each of its foregoing General Objections. Elan also  
23 objects to this Interrogatory as seeking information protected from disclosure by the attorney-client  
24 privilege, the attorney work product doctrine or any other applicable privilege or protection. Elan  
25 further objects to this Interrogatory as premature.

26 Subject to and without waiving the foregoing objections, Elan responds that it will retain an  
27 expert to respond to Apple's contention that Elan allegedly infringes the Apple Patents-in-Suit, and  
28 will disclose its expert's opinions pursuant to Fed. R. Civ. P. 26(a)(2), upon issuance of a claim

1 construction order and in accordance with the Court's schedule for expert discovery, once issued. Elan  
2 further responds that each of the asserted claims of Apple Patents-in-Suit are invalid in light of the  
3 prior art cited in Elan's Invalidity Contentions. Because an invalid claim cannot be infringed, Elan  
4 infringes none of the Apple Patents-in-Suit.

5 **INTERROGATORY NO. 17:**

6 Describe in detail Elan's activities and business in the United States with regard to Elan  
7 Accused Products, including without limitation, marketing, sales, product development, and/or product  
8 support and instructions directed to or conducted in the United States by Elan, including without  
9 limitation by Elan's ELAN Information Technology Group office in Cupertino, CA.

10 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:**

11 Elan incorporates herein by reference each of its foregoing General Objections. Elan objects to  
12 this Interrogatory to the extent that it is intended to be treated as one interrogatory, as it contains  
13 multiple subparts, and thus will be treated as multiple interrogatories against the maximum permissible.  
14 Elan also objects to this Interrogatory as overbroad and unduly burdensome. Elan further objects to  
15 this Interrogatory to the extent it seeks information not relevant to any present claim or defense in this  
16 matter and not reasonably calculated to lead to the discovery of admissible evidence, *inter alia* to the  
17 extent it seeks information regarding ELAN Information Technology Group, an entity that is not a  
18 party to this lawsuit. Elan also objects to this Interrogatory to the extent it seeks information protected  
19 from disclosure by the attorney-client privilege, the attorney work product doctrine or any other  
20 applicable privilege, immunity, or protection. Elan further objects to this Interrogatory as vague and  
21 ambiguous with respect to the term "Elan's activities and business in the United States."


22 Subject to and without waiving the foregoing objections, Elan responds that it has not sold in  
23 the United States any touchpad products or any "Elan Accused Product." Elan further responds that  
24 Elan employees attended and exhibited products or product literature at the Computer Electronics  
25 Show ("CES") in Las Vegas in 2008, 2009 and 2010. Elan has already produced product literature at  
26 ELN117285 to ELN117309 that Elan employees displayed at CES, from which Apple can ascertain  
27 further information responsive to this Interrogatory in accordance with Fed. R. Civ. P. 33(d).

28 Elan employees have also met with employees at Dell, Nokia, Logitech and Motorola in the  
United States to discuss Elan's products and technologies. Elan further responds that Elan Information  
Technology Group has engaged in no activities or business in the United States related to any touchpad

1 product or "Elan Accused Product" including no marketing, sales, product development, or product  
2 support activities. Elan will produce business records pursuant to Fed. R. Civ. P. 33(d) from which  
3 Apple can ascertain further information responsive to Interrogatory No. 17.  
4  
5

6 Dated: June 24, 2010

ALSTON + BIRD LLP

7  
8 By:   
9 Sean P. DeBruine

10 Attorneys for Plaintiff  
ELAN MICROELECTRONICS CORPORATION  
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1 VERIFICATION

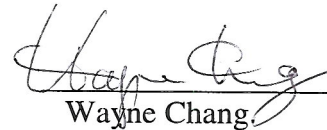
2 I, Wayne Chang, declare that:

3 I have read the foregoing ELAN MICROELECTRONICS CORPORATION'S SECOND  
4 SUPPLEMENTAL OBJECTIONS AND RESPONSES TO APPLE, INC.'S FIRST SET OF  
5 INTERROGATORIES [NOS. 1-17].

6 To the best of my information, knowledge, and belief formed after a reasonable inquiry, the  
7 information contained in these Responses is true and accurate.

8 As a General Counsel, I am duly authorized to sign this Verification on behalf of Elan  
9 Microelectronics Corporation.

10 I declare under penalty of perjury under the laws of the United States and Taiwan that the  
11 foregoing is true and correct and that this Verification was executed on June 23, 2010, at San  
12 Francisco, California.

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15 Wayne Chang  
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6 **CERTIFICATE OF SERVICE**

7 I am employed in the County of Santa Clara, State of California. I am over the age of 18 and not  
8 a party to the within action; my business address is Alston & Bird LLP, 3000 El Camino Real, Two Palo  
9 Alto Square, Suite 400, Palo Alto, CA 94306.

10 On June 24, 2010, I served the foregoing document(s) described as:

11 **ELAN MICROELECTRONICS CORPORATION'S SECOND SUPPLEMENTAL**  
12 **OBJECTIONS AND RESPONSES TO APPLE'S FIRST SET OF INTERROGATORIES**

13 by the indicated means to the persons at the addresses listed:

14 Matthew D. Powers (matthew.powers@weil.com)  
15 Edward R. Reines (edward.reines@weil.com)  
16 Sonal N. Mehta (sonal.mehta@weil.com)  
17 **WEIL, GOTSHAL & MANGES LLP**  
201 Redwood Shores Parkway  
Redwood Shores, California 94065

☐ Via Overnight Courier  
☐ Via Hand Delivery  
☐ Via Facsimile  
☐ Via U.S. Mail  
☒ Via E-mail

18 I am readily familiar with our firm's practice for collection and processing of correspondence via  
19 electronic mail and overnight courier. I caused the document(s) to be sent to the respective e-mail  
20 address(es) of the party(ies) as stated above. I did not receive, within a reasonable time after the  
21 transmission, any electronic message or other indication that the transmission was unsuccessful. I  
22 declare under penalty of perjury under the laws of the United States that the foregoing is true and  
23 correct; that I am employed in the office of a member of the bar of this Court at whose direction the  
24 service was made; and that this declaration was executed on June 24, 2010, at Palo Alto, California.

25  
26   
27 William H. Morris  
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#31918054