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*Attorneys for Plaintiffs/Counter-Defendants Seiko Epson Corporation, Epson America, Inc., and Epson Portland Inc., and Counter-Defendant Herbert W. Seitz*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

**SEIKO EPSON CORPORATION,**  
a Japan corporation; **EPSON AMERICA,**  
**INC.,** a California corporation; and **EPSON**  
**PORTLAND INC.,** an Oregon corporation,

Plaintiffs,

v.

**GLORY SOUTH SOFTWARE**  
**MANUFACTURING INC.,** a California  
corporation; **BUTTERFLY PRINT IMAGE**  
**CORP. LTD;** a Hong Kong company; **INK**  
**LAB (H.K.) CO. LTD,** a Hong Kong

Civil No. 06-236-BR

**JOINT STIPULATION BETWEEN**  
**PLAINTIFFS AND ABACUS 24-7 LLC**  
**REGARDING AUTHENTICITY OF**  
**DOCUMENT PRODUCTIONS**

company; **NECTRON INTERNATIONAL, LTD.**, a Texas company; **MIPO INTERNATIONAL LTD.**, a Hong Kong company; **MIPO AMERICA, LTD.**, a Florida company; **NINE STAR IMAGE CO. LTD.**, a China company; now known as **NINESTAR TECHNOLOGY CO., LTD.**, a China company; **NINE STAR TECHNOLOGY COMPANY, LTD.**, a California company; **TOWN SKY INC.**, a California corporation; **ZHUHAI GREE MAGNETO-ELECTRIC CO. LTD.**, a China company; **MMC CONSUMABLES INC.**, a California company; **TULLY IMAGING SUPPLIES LTD.**, a Hong Kong company; **INKJETWAREHOUSE.COM INC.**, a Connecticut corporation; **WELLINK TRADING CO., LTD.**, a China company; **RIBBON TREE (MACAO) TRADING CO., LTD.**, a China company; **RIBBON TREE (USA) INC.**, dba **CANA-PACIFIC RIBBONS INC.**, a Washington company; **APEX DISTRIBUTING INC.**, a Washington company; **ARTECH GMBH**, a German company; **INK TEC CO. LTD.**, a Korea company; **INK TEC AMERICA CORPORATION**, a Maryland company; **DATAPRODUCTS USA LLC**, a California limited liability corporation; **GERALD CHAMALES CORP.**, dba **RHINOTEK COMPUTER PRODUCTS**, a California corporation; **MASTER INK CO., LTD.**, a Hong Kong company; **ACUJET U.S.A., INC.**, a California company; **RHINOTEK COMPUTER PRODUCTS, INC.**, a Delaware corporation,

Defendants.

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**SEIKO EPSON CORPORATION**, a Japan corporation; **EPSON AMERICA, INC.**, a California corporation; and **EPSON PORTLAND INC.**, an Oregon corporation,  
Plaintiffs,

v.

Civil No. 06-477-BR

**GLORY SOUTH SOFTWARE MANUFACTURING INC.**, a California corporation; **BUTTERFLY PRINT IMAGE CORP. LTD**; a Hong Kong company; **INK LAB (H.K.) CO. LTD**, a Hong Kong company; **NECTRON INTERNATIONAL, LTD.**, a Texas company; **MIPO INTERNATIONAL LTD.**, a Hong Kong company; **MIPO AMERICA, LTD.**, a Florida company; **NINE STAR IMAGE CO. LTD**, a China company; now known as **NINESTAR TECHNOLOGY CO. LTD.**, a China company; **NINE STAR TECHNOLOGY COMPANY, LTD.**, a California company; **TOWN SKY INC.**, a California corporation; **ZHUHAI GREE MAGNETO-ELECTRIC CO. LTD.**, a China company; **MMC CONSUMABLES INC.**, a California company; **TULLY IMAGING SUPPLIES LTD.**, a Hong Kong company; **INKJETWAREHOUSE.COM INC.**, a Connecticut corporation; **WELLINK TRADING CO., LTD.**, a China company; **RIBBON TREE (MACAO) TRADING CO., LTD.**, a China company; **RIBBON TREE (USA) INC.**, dba **CANA-PACIFIC RIBBONS INC.**, a Washington company; **APEX DISTRIBUTING INC.**, a Washington company; **ARTECH GMBH**, a German company; **INK TEC CO. LTD.**, a Korea company; **INK TEC AMERICA CORPORATION**, a Maryland company; **DATAPRODUCTS USA LLC**, a California limited liability corporation; **GERALD CHAMALES CORP.**, dba **RHINOTEK COMPUTER PRODUCTS**, a California corporation; **MASTER INK CO., LTD.**, a Hong Kong company; **ACUJET U.S.A., INC.**, a California company; **RHINOTEK COMPUTER PRODUCTS, INC.**, a Delaware corporation,

Defendants.

**SEIKO EPSON CORPORATION**,  
a Japan corporation; **EPSON AMERICA,  
INC.**, a California corporation; and **EPSON  
PORTLAND INC.**, an Oregon corporation,

Plaintiffs,

v.

**E-BABYLON, INC., dba  
123INKJETS.COM**, a California  
corporation; **LINKYO CORP., dba  
SUPERMEDIASTORE.COM**, a California  
corporation; **CARTRIDGES ARE US, INC.**,  
a Michigan corporation; **PRINTPAL, INC.**,  
an Oregon corporation,

Defendants.

Civil No. 07-896-BR

**SEIKO EPSON CORPORATION**, a Japan  
corporation; **EPSON AMERICA, INC.**, a  
California corporation; and **EPSON  
PORTLAND INC.**, an Oregon corporation,

Plaintiffs,

v.

**INKJETMADNESS.COM, INC. dba  
INKGRABBER.COM**, a California  
corporation; **ACECOM INC - SAN  
ANTONIO, dba INKSELL.COM**, a Texas  
corporation; **COMPTREE INC., dba  
MERITLINE.COM**, a California  
corporation; **MEDIA STREET INC., dba  
MEDIASTREET.COM**, a New York  
corporation,

Defendants.

Civil No. 08-0452-BR

**SEIKO EPSON CORPORATION**,  
a Japan corporation; **EPSON AMERICA,  
INC.**, a California corporation; and **EPSON  
PORTLAND INC.**, an Oregon corporation,

Plaintiffs,

v.

**ABACUS 24-7 LLC**, an Arizona limited  
liability company; **EFORCITY  
CORPORATION**, dba **EFORCITY.COM**,  
a California corporation; **R&L IMAGING  
GROUP, INC.**, formerly known as **IEM  
CONSUMABLES, INC.**, a California  
corporation; **XP SOLUTIONS, LLC**, dba  
**CLICKINKS.COM**, a Florida limited  
liability company; **CLICKINKS.COM,  
LLC**, a Florida limited liability company;  
**GLOBAL BUSINESS SUPPORT  
SYSTEMS, INC.**, dba  
**PRINTCOUNTRY.COM**, a Delaware  
corporation; **GREEN PROJECT, INC.**, a  
California corporation; and **JOSEPH WU**, an  
individual,

Defendants.

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**GREEN PROJECT, INC.**, a California  
corporation; and **JOSEPH WU**, an individual,

Counterclaimants,

v.

**SEIKO EPSON CORPORATION**,  
a Japan corporation; **EPSON AMERICA,  
INC.**, a California corporation; and **EPSON  
PORTLAND INC.**, an Oregon corporation;  
and **HERBERT W. SEITZ**, an individual,

Counter Defendants.

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Civil No. 09-477-BR

It is hereby stipulated and agreed by and among counsel for plaintiffs Seiko Epson Corporation, Epson America, Inc. and Epson Portland Inc. (collectively "plaintiffs") and counsel for defendant Abacus 24-7 LLC (the "defendant") as follows:

1. Plaintiffs stipulate that any document produced in any of the above-captioned actions (the "Oregon Patent Cases") by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs), and any true and correct copy thereof, is authentic.

2. The defendant stipulates that any document produced in any of the Oregon Patent Cases by the defendant (as identified by the Bates prefixes and numbers assigned thereto by the producing defendant), and any true and correct copy thereof, is authentic.

3. Plaintiffs will not contend at any deposition or hearing or trial or in any briefing in this matter that any document produced in any of the Oregon Patent Cases by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs), or any true and correct copy thereof, is not authentic.

4. The defendant will not contend at any deposition or hearing or trial or in any briefing in this matter that any document produced in any of the Oregon Patent Cases by the defendant (as identified by the Bates prefixes and numbers assigned thereto by the producing defendant), or any true and correct copy thereof, is not authentic.

5. Plaintiffs stipulate that documents produced in any of the Oregon Patent Cases by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs), or any true and correct copies thereof, are what they purport to be. For example, but without limitation, plaintiffs agree that any document labeled as an "Invoice" or "Purchase Order" produced by it in any of the Oregon Patent Cases is in fact an invoice from or to the producing plaintiff or purchase order issue to or received by the producing plaintiff, respectively (unless otherwise indicated on the face of the document).

6. The defendant stipulates that documents produced in any of the Oregon Patent Cases by the defendant (as identified by the Bates prefixes and numbers assigned thereto by the producing defendant), or any true and correct copies thereof, are what they purport to be. For

example, but without limitation, the defendant agrees that any document labeled as an "Invoice" or "Purchase Order" produced by it in any of the Oregon Patent Cases is in fact an invoice from or to the producing defendant or purchase order issue to or received by the producing defendant, respectively (unless otherwise indicated on the face of the document).

7. Plaintiffs stipulate that any document produced in any of the Oregon Patent Cases by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs) that purports to be a memorandum, report, record, or data compilation, in any form, of any transaction(s) involving ink cartridge(s) of any kind (whether empty, compatible, OEM, or remanufactured), was, unless otherwise indicated: (1) made at or near the time of the transaction by, or from information transmitted by, a person with knowledge of the transaction; and (2) kept in the course of a regularly conducted business activity, in which it was the regular practice of that business activity to make the memorandum, report, record or data compilation.

8. The defendant stipulates that any document produced in any of the Oregon Patent Cases by the defendant (as identified by the Bates prefixes and numbers assigned thereto by the producing defendant) that purports to be a memorandum, report, record, or data compilation, in any form, of any transaction(s) involving ink cartridge(s) of any kind (whether empty, compatible, OEM, or remanufactured), was, unless otherwise indicated,: (1) made at or near the time of the transaction by, or from information transmitted by, a person with knowledge of the transaction; and (2) kept in the course of a regularly conducted business activity, in which it was the regular practice of that business activity to make the memorandum, report, record or data compilation.


9. Plaintiffs stipulate that any document produced in any of the Oregon Patent Cases by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs) that purports to be a memorandum, report, record, or data compilation, in any form, of any transaction(s) involving ink cartridge(s) of any kind (whether empty, compatible, OEM, or remanufactured), was, unless otherwise indicated: (1) kept in the course of regularly conducted

business activity or (2) a compilation of data created by querying a voluminous database of records and thereby represented in the form of a chart, summary, or calculation.

10. Defendants stipulate that any document produced in any of the Oregon Patent Cases by plaintiffs (as identified by the Bates prefixes and numbers assigned thereto by plaintiffs) that purports to be a memorandum, report, record, or data compilation, in any form, of any transaction(s) involving ink cartridge(s) of any kind (whether empty, compatible, OEM, or remanufactured), was, unless otherwise indicated: (1) kept in the course of regularly conducted business activity or (2) compilations of data created by querying a voluminous database of records and thereby represented in the form of a chart, summary, or calculation.



Dated: December 8, 2010

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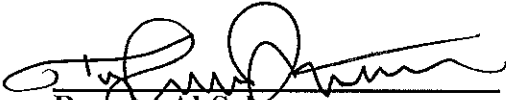
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Dated: December 13, 2010

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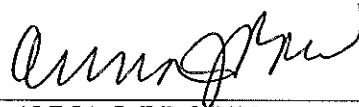
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**PURSUANT TO PLAINTIFFS' AND ABACUS 24-7 LLC'S JOINT STIPULATION  
REGARDING AUTHENTICITY OF DOCUMENT PRODUCTIONS, DATED  
DECEMBER 21, 2010,**

**IT IS SO ORDERED**

Dated: December 21, 2010.



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HON. ANNA J. BROWN  
United States District Court Judge