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10 *Attorneys for Defendant*
11 Samsung Electronics Co., Ltd.

12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 NETLIST INC. a Delaware
16 corporation,

17 Plaintiff,

18 vs.

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20 SAMSUNG ELECTRONICS CO.,
21 LTD., a Korean corporation,

22 Defendant.
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Case No.: 8:20-cv-00993-MCS-ADS

**DEFENDANT SAMSUNG
ELECTRONICS CO., LTD.'s
PROPOSED STATEMENT OF THE
CASE**

Final Pretrial Conference:

Date: March 18, 2024
Time: 2:00 p.m.
Judge: Hon. Mark C. Scarsi
Location: Courtroom 7C

1 Samsung Electronics Co., Ltd. (“Samsung”) hereby submits the following
2 proposed Statement of the Case.

3 **PROPOSED STATEMENT OF THE CASE**

4 The plaintiff in this case, Netlist, designs, makes, and sells certain types of
5 computer memory modules and components. The defendant, Samsung, designs,
6 manufactures, and sells computer memory chips, memory modules, and
7 components in addition to engaging in other businesses. These products have
8 various applications, including being used in personal computers, servers, and
9 consumer electronics.

10 This case involves a dispute over a contract between Netlist and Samsung
11 called the Joint Development and License Agreement. In that contract the parties
12 made various promises to each other. Among other things, the parties agreed to
13 collaborate on the development of a new technology for a memory module and to
14 grant each other patent licenses. Samsung also agreed to supply memory chips to
15 Netlist called NAND and DRAM, make a payment to Netlist, and provide a loan to
16 Netlist.

17 The parties disagree about the scope of Samsung’s obligation to supply
18 NAND and DRAM under the contract. Netlist claims that Samsung was required to
19 fulfill all of Netlist’s requests for NAND and DRAM and that Samsung’s failure to
20 do so was a material breach of the parties’ agreement. Samsung claims that its
21 obligation to supply NAND and DRAM was limited to the parties’ technology
22 collaboration and the commercialization of the product the parties were seeking to
23 develop together and denies that it breached the contract or that any breach was
24 material.

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Dated: March 13, 2024

O'MELVENY & MYERS LLP

By: /s/ Marc F. Feinstein
Marc F. Feinstein
Attorneys for Defendant Samsung
Electronics Co., Ltd.