

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation,
QUALCOMM TECHNOLOGIES, INC., a
Delaware corporation, and NUVIA, INC., a
Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

PUBLIC REDACTED VERSION
(Filed July 22, 2024)

**ARM'S SEPARATE CONCISE STATEMENT OF UNDISPUTED MATERIAL FACTS
IN SUPPORT OF ARM LTD.'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

Relevant Agreements

1. The Nuvia ALA¹ and TLA are integrated agreements. (Ex. 9 [REDACTED]; Ex. 10 [REDACTED].)² They are governed by California law. (Ex. 9 [REDACTED].)

2. Section [REDACTED] of the Nuvia ALA provides that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3. Section [REDACTED] of the Nuvia ALA provides: “[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹ All capitalized terms have the definitions accorded to them in the Opening Brief in Support of Arm’s Motion for Partial Summary Judgment.

² All cites of the form “Ex. [X]” are to the Declaration of Michael J. DeStefano, filed herewith.

[REDACTED]

[REDACTED] (*Id.* [REDACTED].)

4. Pursuant to Section [REDACTED] and [REDACTED] of the Nuvia ALA, Arm Technology includes (although is not limited to) the [REDACTED]; technical reference documents, including [REDACTED] for the v8A architecture; validation materials, including the [REDACTED] used to verify designs; crypto materials. (*Id.* [REDACTED]; Exs. 29, 30.) [REDACTED] includes [REDACTED] [REDACTED] (Ex. 29 [REDACTED]; Ex. 30 [REDACTED].)

Arm’s Termination of the Nuvia ALA

5. The Nuvia ALA requires the [REDACTED] for an assignment. (Ex. 9 [REDACTED].)

6. Qualcomm acquired Nuvia on March 16, 2021. (Ex. 53.)

7. Qualcomm’s acquisition of Nuvia is a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (Ex. 9 [REDACTED].)

8. Neither Nuvia nor Qualcomm received Arm’s consent to assign the Nuvia ALA to Qualcomm. (Ex. 26 at 11.)

9. During negotiations over the Nuvia ALA, Nuvia CEO Gerard Williams acknowledged, [REDACTED]

[REDACTED]

10. He also wrote, [REDACTED]
[REDACTED]

11. On February 1, 2022, [REDACTED]
[REDACTED], effective March 1, 2022. (Ex. 19.)

12. Qualcomm did not object to Arm's termination of the Nuvia ALA. ([REDACTED]
[REDACTED]; Ex. 21.)

13. On April 1, 2022, Qualcomm's general counsel sent Arm a certification of compliance with the termination provisions of the Nuvia ALA, signed by Gerard Williams. (Ex. 21.) It provided: [REDACTED]

[REDACTED]
[REDACTED] and [REDACTED]
[REDACTED]
[REDACTED]

Defendants' Obligations Under the Nuvia ALA/TLA

14. Section [REDACTED] of the Nuvia ALA requires that the Licensee [REDACTED]
[REDACTED]
[REDACTED]

15. Section [REDACTED] of the ALA defines [REDACTED] of Arm Technology to include [REDACTED]
[REDACTED] referring to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

16. Section [REDACTED] to the Nuvia ALA defines an [REDACTED]
[REDACTED]
[REDACTED] the Nuvia ALA
requires that an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] and [REDACTED]
[REDACTED]
[REDACTED]

17. Prior to Qualcomm’s acquisition of Nuvia on March 16, 2021, Nuvia engineers wrote RTL code for use in a core known as “[REDACTED].” ([REDACTED]
[REDACTED])

18. Arm verified [REDACTED] as an Architecture Compliant Core on February 4, 2022. (Ex. 20.)

19. Portions of the RTL code Nuvia wrote before March 16, 2021, for use in the Phoenix core are used in Qualcomm cores, including “[REDACTED],” “[REDACTED],” and the Snapdragon X Elite and Snapdragon X Plus SOCs. ([REDACTED]
[REDACTED])

Arm’s Obligations Under the Nuvia ALA/TLA

20. [REDACTED]
[REDACTED]

21. Prior to termination of the Nuvia agreements, Arm used materials from Nuvia to implement [REDACTED]. (Ex. 52 at 107:14-20, 113:25-115:14.)

22. There is no evidence that Arm made post-termination use of materials from Nuvia regarding its pre-termination feature requests. (Ex. 52 at 107:14-20, 113:25-115:14.)

23. The Nuvia TLA Annex grants Arm a license to use input regarding [REDACTED]. It grants Arm a license to use [REDACTED] from an [REDACTED] providing that such input [REDACTED] It provides, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] and [REDACTED]
[REDACTED]

24. The Nuvia ALA provides Arm a [REDACTED] license to “[REDACTED]” which is defined as [REDACTED]
[REDACTED]
[REDACTED]

25. In May 2022, Arm ran a [REDACTED] comparing the configuration files for the newly-submitted [REDACTED] core to those for the previously-submitted [REDACTED] core. (Ex. 40.) Arm did not use the output of the [REDACTED] in its products. (Exs. 49, 50.)

26. Qualcomm has not identified any quantifiable harm or monetary damages that have resulted from Arm’s running a [REDACTED] between the configuration files for the [REDACTED] core and the [REDACTED] core. (*See, e.g.*, [REDACTED])

Dated: July 10, 2024
Redacted Version: July 22, 2024

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

OF COUNSEL:

Daralyn J. Durie
Joyce Liou
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105 (415)
268-7000
ddurie@mofocom
jliou@mofocom

Erik J. Olson
MORRISON & FOERSTER LLP
755 Page Mill Road
Palo Alto, CA 94304
(650) 813-5600
ejolson@mofocom

Kyle W.K. Mooney
Kyle D. Friedland MORRISON &
FOERSTER LLP 250 West 55th
Street
New York, NY 10019
(212) 336-4092
kmooney@mofocom
kfriedland@mofocom

Scott F. Llewellyn MORRISON
& FOERSTER LLP 4200
Republic Plaza
370 Seventeenth Street
Denver, CO 80202
(303) 592-2204
sllewellyn@mofocom

Nicholas Rylan Fung
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, CA 90017
(213) 892-5348
nfunc@mofocom

Daniel P. Muino
MORRISON & FOERSTER LLP

/s/ Anne Shea Gaza

Anne Shea Gaza (No. 4093)
Robert M. Vrana (No. 5666)
Samantha G. Wilson (No. 5816)
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
agaza@ycst.com
rvrana@ycst.com
swilson@ycst.com

Attorneys for Plaintiff Arm Ltd.

2100 L Street, NW
Suite 900, Washington, D.C. 20037
(202) 887-1501
dmuino@mofo.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 10, 2024, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

BY EMAIL/FTP

Jack B. Blumenfeld
Jennifer Ying
MORRIS, NICHOLS, ARSHT
& TUNNELL LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
jblumenfeld@morrisnichols.com
jying@morrisnichols.com

Isaac B. Zaur
Nora Niedzielski-Eichner
CLARICK GUERON REISBAUM LLP
220 Fifth Avenue, 14th Floor
New York, NY 10001
izaur@cgr-law.com
nniedzie@cgr-law.com

Catherine Nyarady
Anna R. Gressel
Madalyn G. Vaughn
Jacob A. Braly
Alexander M. Butwin
Samantha Mehring
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
cnyarady@paulweiss.com
agressel@paulweiss.com
mvaughn@paulweiss.com
jbraly@paulweiss.com
abutwin@paulweiss.com
smehring@paulweiss.com

Karen L. Dunn
William A. Isaacson
Melissa F. Zappala
Erin J. Morgan
Brian Shiue
Anna P. Lipin
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006
kdunn@paulweiss.com
wisaacson@paulweiss.com
mzappala@paulweiss.com
ejmorgan@paulweiss.com
bshiue@paulweiss.com
alipin@paulweiss.com

Andrea L. D'Ambra
Susana Medeiros
Kira Latham
NORTON ROSE FULBRIGHT US LLP
1301 Avenue of the Americas
New York, NY 10019
andrea.dambra@nortonrosefulbright.com
susana.medeiros@nortonrosefulbright.com
kira.latham@nortonrosefulbright.com

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

/s/ Anne Shea Gaza

Anne Shea Gaza (No. 4093)

Robert M. Vrana (No. 5666)

Samantha G. Wilson (No. 5816)

Rodney Square

1000 North King Street

Wilmington, DE 19801

(302) 571-6600

agaza@ycst.com

rvrana@ycst.com

swilson@ycst.com

Attorneys for Plaintiff Arm Ltd.