UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CASE NO. 14-cv-81453-MIDDLEBROOKS

LEADING EDGE NOVELTY, INC.,
and TSAN-YAO CHEN,

Plaintiffs,

vs.

WAL-MART STORES, INC.,
AND LAROSE INDUSTRIES, LLC,

Defendants.
_____/

WEST PALM BEACH, FLORIDA

FEBRUARY 25, 2015

Pages 1 - 53

TRANSCRIPT OF SCHEDULING CONFERENCE
BEFORE THE HONORABLE DONALD M. MIDDLEBROOKS
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiffs: JOEL ROTHMAN, ESQ.
JEROLD IRA SCHNEIDER, ESQ.
Schneider Rothman IP Law Group
4651 N. Federal Highway
Boca Raton, Florida 33431

For Defts. Craig &
Dollar General: URY FISCHER, ESQ.
355 Alhambra Circle
Suite 1100
Coral Gables, Florida 33134

For Defts. Target & Spectra:	MATT NELLES, Esq. Broad and Cassel One Financial Plaza Suite 2700 Fort Lauderdale, Florida 33394 JONATHAN P. FROEMEL, ESQ. Barnes & Thornburg, LLP One North Wacker Drive Suite 4400 Chicago, Illinois 60606
For Defts. Walmart & Larose:	GREGORY W. HERBERT, ESQ. JOHN K. KIM, ESQ. RALPH W. SELITTO, JR., ESQ. JAMES L. RYERSON, ESQ. JOSEPH AGOSTINO, ESQ. WILLIAM W. STROEVER, ESQ. Greenberg Traurig, LLP 200 Park Avenue Florham Park, New Jersey 07932
For Defts. DGL & Bed Bath & Beyond:	ANDREW RUSSELL KRUPPA, ESQ. STEVEN M. AUVIL, ESQ. Squire Patton Boggs, LLP 200 South Biscayne Boulevard Suite 4700 Miami, Florida 33131
Reported By:	Diane M. Miller, RMR, CRR Official United States Court Reporter 400 N. Miami Avenue, Room 11-2 Miami, FL 33128 (305)523-5251 diane_miller@flsd.uscourts.gov

February 25, 2015

P-R-O-C-E-E-D-I-N-G-S

THE COURT: Good morning. Please be seated.

This is a hearing in several patent cases. The Plaintiff in each instance is lead Leading Edge Novelty, Inc., and the Defendants include, in 14-81447, Bed, Bath & Beyond; 81449, Target; 81450, Dollar General; 81453, Wal-Mart; 81454, TigerDirect; and 81492, Midwest Trading Group.

So let's get appearances first for those in the courtroom. I understand there are some people on the phone.

MR. ROTHMAN: Yes. For the Plaintiffs in all of the cases that Your Honor just announced, Joel Rothman and Jerold Schneider, Schneider Rothman IP Law Group, for the Plaintiffs, Leading Edge Novelty and Tsan-Yao Chen.

THE COURT: Good morning.

MR. SCHNEIDER: Good morning.

MR. FISCHER: Your Honor, for Craig and Dollar General, Ury Fischer.

MR. NELLES: Good morning, Your Honor; Matt Nelles, from Broad and Cassel, on behalf of Target and Spectra, that's the 81449 case.

I am also here on behalf of Midwest Trading, the 81492 case, and I will let my co-counsel introduce himself on the Target case.

MR. FROEMEL: Good morning, Your Honor. Jonathan Froemel with Barnes & Thornburg, representing Target and

Spectra.

THE COURT: Good morning.

MR. HERBERT: Good morning, Your Honor; Gregory Herbert with Greenberg Traurig, representing Wal-Mart and Larose, and with me are my colleagues, John Kim and Ralph Selitto, both of whom are admitted Pro Hac Vice.

And on the phone, we have our colleagues, Joseph Agostino, I believe also Jamie Ryerson and Willie Stroever.

UNIDENTIFIED SPEAKER: That's correct.

THE COURT: Okay. Good morning.

MR. KRUPPA: Good morning, Your Honor; Andy Kruppa, representing DGL and Bed, Bath & Beyond, and on the telephone is my parter Steve Auvil. We are both with Spire Patton Boggs.

THE COURT: Good morning.

MR. AUVIL: Good morning, Your Honor.

THE COURT: Okay. Anybody else on the phone that has not yet been introduced?

Okay. Let's this figure out. We have got these -- one, two, three, four, five -- six cases, there are probably another four that have been filed that we haven't set a scheduling conference yet for them, and I think there have been three settlements.

Is that about right?

MR. ROTHMAN: Yes, and probably a fourth today involving the K-mart and Digital Energy Defendants, which is --

I'll give you the case number on that, Your Honor. It's ending in 81465.

THE COURT: Okay. Let me hear from those who are here, starting with the Plaintiff. Tell me something about the case, where you think it is going to go.

I have read I had set it for trial, at least the initial cases, some time, I think, in November. You all seem to say you want to do it in February.

Some Defendants think we ought to have a bench trial first on invalidity, I'm not sure which issues you believe we can resolve in that fashion.

I know at least one of you has filed a motion to dismiss for personal jurisdiction -- or lack of personal jurisdiction.

Let's start, and just tell me a little bit about the case. Do we really need six or ten cases, should we consolidate everything?

Some people talk about *Markman* hearings and different ones. I'm not excited, as you might guess, at the prospect of doing this 10 or 14 times, so to the degree consolidation makes things more efficient, I would like to do that, even if, at the end, if there are still some people standing, we break them back out, but I would think there would be some efficiencies in play for the parties as well.

So let's start with the Plaintiff. Tell me how you

see this. Are you going to settle all of the cases, and are we -- should I just let you do that, or should we start moving forward to try aspects of this case?

MR. ROTHMAN: Your Honor, Joel Rothman again. I think you are going to find that despite the fact that there are a large group of lawyers here in the courtroom and a few more on the phone, that so far, there has been a remarkable amount of agreement, which doesn't always happen, but has happened in this case.

As far as consolidation for discovery purposes, everyone here as agreed that consolidation makes sense; that the discovery issues will be sufficiently similar in all of the cases that are here, certainly, as well as some that are not; that it would promote judicial economy and efficiency and a just and speedy resolution to consolidate these cases under Rule 42 for discovery purposes.

More generally, just to take a step back, the case relates to a patent. I have brought an example of the product, it is hard to envision just from looking at that, but it shoots water and it has got different colored LEDs, and it plays music through the speakers and they dance.

The product is -- in terms of the patent, the patent is straightforward, but all of the parts are interconnected. Certainly there has been no mystery thus far about the fact that there are disputes between the Plaintiff and the

Defendants as to the construction of claim terms, the application of the patent to the Defendants' products, which are substantially similar to the Plaintiffs' product.

There are also other issues that have been raised, as mentioned in the joint case management report. For some Defendants, patent exhaustion. The Plaintiff -- individual Plaintiff, Mr. Chen, did, at one point, years ago, have a license agreement with the manufacturer of my client's product and at least one other of the Defendants here today, maybe more, I'm not -- I don't remember exactly.

That license agreement was terminated and there is a dispute between the Plaintiff and Defendants, who are downstream purchasers, as to whether, in fact, they are entitled to the benefit of that license; and therefore, can assert a defense of patent exhaustion.

So I don't think it's, at this point, a mystery as to what the case is going to deal with in terms of discovery and in terms of the legal issues, and I think there has been agreement as to how to proceed.

Certainly, the parties initially looked at the scheduling of this case based upon Your Honor's order, and we propose, as the Plaintiff, a schedule that would have the disclosures and the pretrial events occur prior to the deadline that Your Honor set.

We spoke to the Defendants about that, we reviewed

their proposed schedule, which would set the trial out three months further than Your Honor set.

In doing so, it made sense to us, because many of the deadlines were compressed and the parties certainly, including the Plaintiff, would need additional time to be able to address the issues that we have every expectation the Defendants will raise.

I think you will hear something similar from the Defendants to justify what doesn't happen in most of Your Honor's cases, but does happen in situations where the parties are in agreement that there is good reason to extend, not indefinitely, but for a limited period of time, the schedule so that these issues can be flushed out and so we can minimize the necessity for coming before Your Honor and using your valuable time.

With respect to settlement, certainly the Plaintiff has expressed, and will express again to all of the Defendants here, as well as to Defendants who are not, its interest and desire to settle and its willingness to settle on reasonable terms.

We have asked the Defendants to provide us with a confidential disclosure under 408 indicating the number of units that they imported or sold and that we would make a demand on a per-unit basis, and the settlements have, in many cases, included a reasonable royalty on a going forward basis.

So I have a hope that we can continue to do that with the other Defendants and that we could compromise many of these claims.

Let me address quickly a couple of issues, and then I'll stop talking, and I'm sure you are going to want to hear from the Defendants.

THE COURT: Do most of these Defendants -- it looks like most of them just sell the product. Where do they get them? Are there manufacturers that are your competitor or what is the -- I wouldn't think they would -- a lot of these are pretty big retailers -- sell that many of these, I would be surprised to learn.

MR. ROTHMAN: It is an excellent question, Your Honor.

So let's go back to where the products are manufactured, principally in China. In connection with the patent exhaustion defense that I referred to earlier that's being asserted by one or more Defendants who have, like my client, purchased -- my Leading Edge client purchased the product from a manufacturer in China called Atake, A-T-A-K-E.

Atake had, at one time years ago, and no longer has, a license with Mr. Chen, and there is a dispute between them that relates to other issues because they were also previously licensees under Chinese patents.

But what has happened is both Atake, without

authority from the patent holder, and other unrelated manufacturers have exported to the U.S. and in the U.S., Defendants who are here have imported products that the Plaintiff alleges infringe. And as a result of that importation, it was and is contended by the Plaintiff that these are patent infringements, as well as their distribution and sale.

Now, in the case -- in many of these cases, we have two defendants; a retailer, like a Target or a Wal-Mart, and a what would be the distributor, like Larose or Spectra, to provide several examples.

In those cases, we have named both the retailer and the supplier that we are aware of because we are of the view that there are also other suppliers of infringing products and we have seen evidence of that, but we don't have the information specifically to identify who those manufacturers or distributors are.

They may be the same Defendants, in some cases, who distributed the products to the retailer; in other cases, they may be different. But in all cases where we are -- have been discussing a resolution of this, we have been discussing it in an effort to resolve the whole case, not to leave Defendants hanging around, for example, but to resolve the whole case, hopefully with full disclosures involving maybe other potential infringers so that we don't have to keep cases unnecessarily

hanging around on Your Honor's docket.

Because we know that in pretty much all of these cases, if there is a retailer and a distributor name, that distributor is appearing in the capacity as indemnitor of the retailer, so that's clearly understood.

Does that help answer that question?

THE COURT: Yes. And you are not suing Atake, I take it.

MR. ROTHMAN: Well, at this point, I have not been able to determine that Atake has an office in the United States, has any representatives in the United States, has sufficient contacts to be able to satisfy the personal jurisdiction requirement in the United States, other than its exportation from China and subsequent importation by the Defendants.

But the exports, as I understand the situation, are FOB China, which would indicate that even though they are exporting to this country, that I may not be able to establish personal jurisdiction simply on that fact.

I wish I could. We could resolve a number of the cases if I could sue them; however, that wouldn't resolve all of the cases. It would just resolve the ones involving Atake being the manufacturer because there are other manufacturers, as we are getting these disclosures, and we find out this company X over here, that company Y over there are also

manufacturing them.

The situation -- as you can imagine, Your Honor, the agreements between Mr. Chen and Atake were terminated many years ago. Those agreements required Atake to take measures to pursue infringers to avoid the infringements that we are now dealing with. Those weren't done, and I wish that I could have Atake here at the table.

As a matter of fact, I am finally having some correspondence with them. But like I said, it won't deal with all of the cases. It will only deal with -- address the cases where Atake is the manufacturer.

THE COURT: What is the situation with Chinese patents?

MR. ROTHMAN: Well, my client has three Chinese patents that relate to this product, in addition to the U.S. patent. And those Chinese patents were also, at various times, licensed, but the license is no longer in existence.

I don't have a very thorough knowledge of Chinese patent law, but what I do understand is that apparently there is a requirement in China that the patent be assigned for the purposes of pursuing infringers, and so my client entered into an agreement where he assigned the patent, for that purpose, to Atake under circumstances where, upon his demand, the patent would be assigned back to him.

That demand was made and it hasn't been assigned back

and that's another element of the dispute, but that relates to the Chinese patents, not the U.S. patent.

The U.S. patent is owned by Mr. Chen individually, he has never assigned it, so he is the owner of it. There is no current license to that with Atake and none of the non-Atake Defendants have ever been licensed under the U.S. patent.

Was that helpful again?

THE COURT: Yes. Thank you.

MR. ROTHMAN: Okay, good. This gets a little confusing and I know that I want to try and answer all of Your Honor's questions.

Can I address a couple of other issues?

THE COURT: Sure.

MR. ROTHMAN: Great, thank you.

One of the Defendants you mentioned that's here, Midwest, has filed a motion to dismiss for lack of personal jurisdiction and Your Honor generously granted us an extension as to that.

I think that based upon my understanding of the position that they are taking and my review of their motion and their case law, that we may get into a -- what was it called again -- *Venetian Salami* situation under Florida law, where there is a burden shifting and potential discovery occurs to determine whether personal jurisdiction can be adequately asserted against that Defendant.

I wanted to mention that because that would be something that we would be willing to engage in, and engage in on an expedited basis.

Certainly if the Midwest has a valid defense to sue in the State of Florida and has no contacts whatsoever, then, you know, we need to sue them in the Northern District of Illinois, which we are happy to do, but would prefer to proceed here.

So with respect to Midwest, it may be that, in the very near term, the Plaintiff will be requesting to take a deposition of a corporate representative in Chicago in order to find out the details of their contacts, the company's contacts with Florida, so that we can resolve that issue.

Secondly, I want to address the issue of Defendants who are not here, but who are not, at this point, settling. And that relates to the cases that end in 81595, Leading Edge and Tsan-Yao Chen v. Forever Gifts; and the case ending in 81597, which is Tsan-Yao Chen alone, without Leading Edge, versus Hallmark.

Now, Your Honor did not issue orders in those cases setting a trial date and Your Honor also did not set them to appear here, probably because they were filed slightly later than these cases. Let me explain what is going on there.

With respect to Forever Gifts, we have been in settlement discussions with them. I'm not sure where that's

going to go, but it seems favorable at this point.

With respect to Hallmark, Hallmark has filed a motion to dismiss addressed to the sufficiency of the complaint, which the Plaintiff will amend to address that -- those sufficiency issues, and can amend easily, and we will by tomorrow, which is our response date. And I know I'm arguing slightly ex parte here, but I do want to give Your Honor the benefit of the whole picture.

The other motion they filed is a motion to transfer the case to -- I forget exactly what district in Missouri, but it is a district in Missouri because Hallmark, I think, is based in St. Louis.

And that case is only Mr. Chen. Even though it does deal with the same patent, the Hallmark product is somewhat different, not tremendously different, but somewhat different than the product that the Defendants are accused of distributing and selling.

The last thing I want to bring to your attention, there was -- even though there was tremendous understanding and agreement, and I thank Counsel for their assistance in that regard, with respect to the joint scheduling report and discovery plan that all of these parties here have submitted, there was a slight misunderstanding, and I don't want there to be any misunderstanding on the Court's part about this.

So what we say, in the bottom of the first page of

all of the scheduling reports, the very first word -- the very last word on the page, The, and then turn over to the second page, Plaintiffs and Defendants in this matter, in consultation with the Defendants in matters to which consolidation for discovery purposes is sought, see section D1 of the instant report and plan, agree, et cetera.

That suggests that -- and I thought this was the case, but it turns out not to be. That suggests that all of the parties, or at least the Defendants, have consulted with the Defendants in the two cases I just mentioned, the Forever Gifts case and the Hallmark case.

We had to get this out, we were in a rush yesterday and I made an assumption that it was. It turns out that it wasn't the case. So that there are no misimpressions, those parties are not represented here and I don't think anyone is making the representation that they would agree or not agree as to consolidation, and so they don't come in later and say, you know, You told the Judge we agreed and you never actually talked to me, I want to make it clear to Your Honor that that's not what we were saying.

And how Your Honor wishes to proceed as to those cases certainly is up to Your Honor, and I think there would be a great deal of reason why consolidating those cases would make sense with these, but I don't want to suggest to Your Honor that we have gotten their consent in any way, shape or form

because we haven't.

Okay?

THE COURT: Thank you.

MR. ROTHMAN: Thank you, Your Honor.

MR. NELLES: Good morning, Judge.

THE COURT: Good morning.

MR. NELLES: I represent, as I mentioned, the Target and Spectra Defendants, and also the Midwest Defendant.

I just wanted to address the Midwest issue first. We suspected that Plaintiffs' Counsel might want to engage in jurisdictional discovery first. Certainly we are amenable to that.

As far as Midwest is concerned, they are here today, ordered to be here with the scheduling conference. That Defendant, based on their claim of lack of personal jurisdiction, would request that they not be held to the same schedule and that they be rescheduled after a determination is made on their motion to dismiss.

THE COURT: I probably won't do that. I mean, I understand the reason, but particularly if I give you this additional time that people suggest they want.

I try to do these cases in ten months; you all are asking for 12. I'm not necessarily against doing that, if everybody agrees, but I'm probably not going to extend it beyond that for any of them, these two that aren't here yet

either will probably -- assuming we consolidate things, we will consolidate them all, with the possible exception of that Hallmark case.

It sounds like it may be a little different, but I'll look more into that later.

MR. NELLES: So from our standpoint with regard to Midwest, the briefing is --

Did you file your response yet?

MR. ROTHMAN: No, but if it is a concern for Midwest that they be involved and dragged through the process, when Your Honor ultimately determines that there isn't jurisdiction, the Plaintiff is certainly willing to agree to a very compressed schedule to do the necessary discovery that we need, which is if a Defendant will agree to, you know, provide it, not have to deal with, for example, waiting 30 days for responses to document requests, then we can take a deposition in short order and get through it quite quickly.

I understand that -- and certainly I have been in Counsel's shoes and I understand, you know, not wanting to put their client through that. So we would be agreeable to an abbreviated schedule to get that done, however Your Honor wishes to set it up.

THE COURT: Well, I urge you to talk to each other and perhaps you can agree.

MR. NELLES: Yes, Judge.

THE COURT: And we would expedite any decision on your motion, assuming you can get through that. But I don't want to push you back on a different schedule, assuming your client stays in the case.

MR. NELLES: Understood, and I think we can work together.

THE COURT: All right.

MR. NELLES: I'm just going to talk big picture in terms of the Defendants, the ones that are here.

We looked at this from the standpoint of knowing that the Court would want consolidation on as many issues as possible. It was -- we agreed that consolidation on discovery would be worthwhile, both from the Court's standpoint and from the parties' standpoint, so we did agree to that.

With respect to the issue that Your Honor raised earlier, invalidity and having a bench trial on that, that was a proposal that we raised with Plaintiff. I believe that they were inclined to consider that, and I think probably even agreed to that.

We felt that rather than have separate invalidity trials, that it would make sense for the Court to consider all of the validity arguments at the same time.

THE COURT: What are those arguments, and are they all susceptible to a bench trial, or are you talking about doing that by agreement? What is the situation?

MR. NELLES: The issues, candidly, Judge, they are issues that the parties are looking into with respect to the validity issues and whether there is prior art or whether this is barred by Section 103 or anything of that nature.

We are looking into that determination now, but to the extent that those are raised, we just felt it would be beneficial to dispose of them all at one time.

I think Your Honor had asked whether there was agreement on that, in terms of having a bench trial on that issue. I think that the idea was that the Defendants were agreeable to having that consolidation occur on invalidity, so from our position, it made sense to do it on a bench trial basis because -- to sort of keep down the costs of having multiple jury trials, so that's why we proposed that.

There are other -- the patent exhaustion issues are also going to be raised as well, I suspect, in that phase.

With respect to the *Markman* issues that the Court raised earlier as well, I'll let Mr. Kim speak to that issue with regard to the *Markman*.

As indicated in our report, the Larose Defendant, who is, I guess, associated with Wal-Mart, had proposed that there be an early *Markman* hearing with respect to terms that Larose felt might be case dispositive, and I'll let Mr. Kim address that.

THE COURT: Were these products pretty much the same

for all of the Defendants, and are they the same terms that we are going to be deciding? Why would we need different *Markman* hearings?

MR. FISCHER: Your Honor, I haven't looked at everybody's product, I don't think any of us have looked at each others' products, but the representation from Plaintiff, who has looked at all of the products, is they are all very similar. We do believe that the same issues will come up in the *Markman*.

The thought was to have what we call a mini *Markman* early on for a very limited number of terms, one, two or three terms, that we think could be dispositive of the whole cases, rather than go through all of the terms that are going to be in the *Markman*.

We do think that all of the Defendants are going to have the same terms and we can consolidate the *Markman*, but we just thought, as Mr. Kim will explain to the Court, that having that early *Markman* initially might save time down the road. If we can dispose of those issues early on, it could dispose of the entire case for everybody.

THE COURT: All right.

MR. KIM: Yes. Good morning, Your Honor.

I'm speaking on behalf of Larose, and we feel that the patent is really directed to something that is completely different from the product that our client markets, and Joel

has brought a sample, and the patent is really directed to a water tank.

If you read the title, it is a musical water tank and we believe that there are two key dispositive terms that are related to each other, and I don't know whether you had a chance to look at the patent yet, but the two terms that we think are case dispositive are a tank filled with at least a fluid, and a heavier fluid.

And when the Plaintiff filed their complaint -- may I provide copies of some exhibits that may be helpful in having this discussion?

THE COURT: Yeah, although I guess we are not in a position -- I have the patent here, but I haven't tried to -- tell me where you are. Are you on claim one or --

MR. KIM: Yes. I brought some exhibits to the hearing here, and maybe this will be helpful.

May I distribute these exhibits, please?

THE COURT: Sure. Do you have an extra one for my law clerk, who is seated here --

MR. KIM: Absolutely.

THE COURT: -- whose name is Drew Hollander, and who loves patent cases.

MR. KIM: I have some extra ones here, too.

As part of -- as part of Plaintiffs' complaint, they submitted a claim chart that we can refer to as Exhibit D, and

claim one recites -- on page one of Exhibit D, it says, A musical water tank comprising a hollow --

THE COURT: Wait a minute, are you talking about B?

MR. KIM: I'm sorry. D, as in David.

THE COURT: All right. Thank you.

MR. KIM: A tank filled with at least a fluid, it says filled with at least a fluid.

Plaintiffs' position is that the liquid, if you look at the picture there, that's actually a tank that's tilted upside down and the arrow that points to filled with a fluid, which is mineral oil. Now, the mineral oil -- there is just a tiny little bit of mineral oil in the tank.

Plaintiff is taking a very expansive interpretation of the term filled with a fluid to mean that that's filling the tank. We don't think that's the case here, in this case. Larose believes that the fluid -- a little bit of fluid does not fill this tank here.

And then the other term that we believe is case dispositive, which is related to the fluid term in the claim, is towards the end of the claim, if I may direct you to page eight of Exhibit D.

In the middle of the last row there, it says, A vein wheel drives a heavier fluid upward into chamber of said nozzle.

If I may direct you -- I'm sorry. If I may direct

you to figure one of the patent, which is in Exhibit A, the patent is really directed to shooting a heavier fluid through a tank, which is filled with another fluid, which we think is a liquid, and the heavier fluid is element number 12 on figure one, and the fluid that's filling the tank is referenced as reference number 11 in figure one.

And the way that the bubbles and streams are created in this patent is by shooting a heavier fluid into the lighter fluid and when the heavier liquid flows into the lighter liquid and they all mix together, so they are creating bubbles by shooting a heavier fluid, which is a liquid, into a fluid that fills the tank.

So these two terms, we feel that if they are construed to require two separate fluids, which we believe that means a liquid, this whole case can be dismissed early on.

And the reason is that -- it is because according to the Plaintiffs' interpretation of the claim, which says a fluid up above in the claim, and a heavier fluid, it requires two separate fluids, which we believe are two separate liquids.

Now, in the Larose patent -- I'm sorry, product, there is only one liquid in the product, so we believe that the patent is directed to and really requires two separate liquids, and our product has only one liquid.

And if Your Honor is able to do a claim construction early on, this whole case could be dismissed. That's Larose's

reason why we are asking for an early claim construction.

THE COURT: Is everybody's product in the same position as Larose, or is this something that's unique to them, or do you know?

MR. KIM: At this point, it is just Larose's position and Wal-Mart, who buys from Larose, endorses this position.

MR. FISCHER: Your Honor, I believe that all of the Defendants' products are in the same position, at least Dollar General's is only one liquid and I believe everybody's is like that, Target's as well.

So I think the answer to your question is yes, every Defendant is in the same position.

THE COURT: Do you know, is this similar for all of the Defendants, this issue?

MR. ROTHMAN: It is, Your Honor. I personally cut all of the Defendants' products open. If any of the Defendants would like to come to my office to see their own products, then they are welcome to do that, I have them all there.

It sounds like Counsel for Larose, who is quite eloquent and certainly understands claim construction -- but it sounds like he is arguing a motion to dismiss, which they didn't make.

They didn't make a motion to dismiss because --

THE COURT: Well, I guess he is saying that the construction would basically render your infringement claim

impossible to proceed under.

MR. ROTHMAN: And I understand --

THE COURT: I don't think he would have to do that by a motion to dismiss, would he?

MR. ROTHMAN: Well, it is interesting that the exhibit that he provided you is from our complaint. I mean, Exhibit D, we actually -- this is not required, but we put a claim chart in there and we put a claim chart in there because we wanted to make it clear what our proposed construction is.

Obviously, if we agreed with Larose or any of the other Defendants that they were construing this claim properly, if we agreed with them, then we wouldn't be here.

THE COURT: Right. What he is asking for is an early *Markman* hearing on at least these terms. Do you agree that that would be helpful or not?

MR. ROTHMAN: Your Honor, I think if we are talking about three terms being case dispositive, then the process of briefing claim construction doesn't need to be bifurcated. We can do all of the claims at once.

What is being suggested here is that we hone in on certain claims only, not construe the patent as a whole. The patent and the products are all interconnected, all of the different parts.

What Counsel is asking you to do is, Let's pull out a few different parts of it and construe that separately from all

of the other terms in the patent.

To the Plaintiff, that doesn't make sense. It is also contrary to claim construction principles. One would construe the entire claim together, and that would be necessary in order so that Your Honor could understand why the fluid that's in here, okay, the fluid fills. A glass could be half full or a glass could be full. Filled can be less than the entire volume of the container.

So these are issues that should be construed in the context of the entire claim, through the normal process, so that we -- Your Honor can make a decision based upon the law and the requirements for claim construction under *Markman*, as opposed to what is being suggested, which is, Let's isolate certain components of it and just deal with those. That, to the Plaintiff, doesn't make a lot of sense.

We have agreed, all of the parties, even Larose has agreed to a schedule that includes the necessary claim construction contentions, the submission of evidence, and claim construction briefs. So we have a schedule that the Defendants are all in agreement with as to how this can proceed.

What I understand Counsel for Larose to be saying is they would like to take a bite of the apple as to certain terms first so that if they lose those, they can still address the patent claim as a whole.

That, to me, not only is contrary to proper claim

construction, but it is also contrary to the purpose of everyone agreeing on a schedule, consolidating the cases, having Your Honor decide these issues once.

THE COURT: Well, if they are right, it would save everybody time and money.

Now, if they are wrong, you are right, the problem is you would end up with two bites at an apple and we would end up with two claim construction hearings.

But if they are correct -- and I have no idea if they are or not, we are talking about scheduling here -- then it would make sense to do it. And there are cases where a single -- construction of a single claim can determine whether or not there is infringement or it could be infringement or not.

MR. ROTHMAN: Yes, Your Honor, and in those cases, the entire claim is the subject of a construction, and one term that is the subject of disagreement between the parties is what the determination hangs on, right.

That's not what we are talking about the Defendants wanting to do here. What the Defendants want to do is to pull out several terms from the patent and have Your Honor construe those completely out of context of the patent, completely out of context with the other terms, and do that at an early stage and then, subsequent to that, construe the claim again, if necessary.

That doesn't make sense, and that isn't the way that claim construction works because especially with a product that, while the patent may be straightforward, the parts that are specified and the steps that are specified in the patent were all interconnected.

The fluid is in the tank and the tank has nozzles, and the nozzles spray the fluid and the fluid has a weight and within the -- within the bottom portion, within the platform there are certain other things and everything is connected together.

So as I understand what Counsel is suggesting is, Let's take this out, even though we have agreed to, you know, submit the initial infringement contentions April 1st, let's do this preliminary initial round of review so that the Court can take these terms out, isolate them and make some determination and then, if necessary, we will go back and we will eat the whole apple.

I don't know that there is precedent for it and I don't know that it -- that it makes sense under these circumstances. And I say that the Defendant is essentially -- you know, they are arguing a motion to dismiss, and they certainly could have argued that.

Because we attached our proposed claim construction, they could have made that argument, and Your Honor would have responded, We need to construe these claims, because that's the

way that it works.

THE COURT: Well, as I hear what he said, that's what he is suggesting. I don't know of anything that would preclude you from staging a *Markman* hearing.

Sometimes people wait until summary judgment to do *Markman* hearings. If you want to advance it for some reason, assuming you could isolate and look at a term, and that's a big assumption. You are saying that you can't, that you have to look at everything together; maybe you do, maybe you don't.

I'm not going to decide that today, I think maybe you all should discuss it to find out whether all of the Defendants are in agreement as to that, and all of the products because I don't want to do something -- take an empty step.

I suggest you talk to each other. If you can agree, fine. If you can't, give me something with both sides' position.

I would like to hopefully have the Defendants' position and the Plaintiffs' position as to whether this early hearing on certain of the claims makes sense in the case, and then we will decide.

MR. KIM: Your Honor, if I may, Plaintiffs' Counsel has characterized that the two terms that are related basically is construing one -- in our view, construing one single claim and that really -- the question is whether the claim requires two separate fluids or not because the claim -- fluids or

liquids, and the Plaintiffs' vision is that even though there is two separate fluids recited in the claim, the claim only requires one single fluid.

THE COURT: Well, as I understood, you also had fill.

MR. KIM: Yeah.

THE COURT: Fill could be -- I can see fill doesn't necessarily mean 100 percent. You are saying that a small amount of fluid can be fill.

MR. KIM: If I may borrow Plaintiffs' example. Basically, this is the -- as far as the Larose product is concerned, this -- I can make a representation as far as liquid is concerned, the amount of liquid is very similar to Plaintiffs' product.

So if you have this product here, you don't even see fluid being filled. Only after you tilt this like this do you see the fluid.

Now, Larose's position is that this cannot be construed as filling the entire tank here. It doesn't even fill 50 percent of the tank here, so if that term is construed early on, I think that can be case dispositive and in conjunction with that, a heavier fluid.

A heavier fluid means that there has got to be another fluid in the system; you can't have a heavier fluid in isolation. So as far as Larose is concerned, the patent is very specific and it's a very simple term.

This is not rocket science, where you need, you know, experts testifying and all of that. I think this can be decided very early.

Plaintiffs' Counsel says that we are picking these out in isolation. We are not really picking this out in isolation. Why should -- if this case can be dismissed early on, why should the parties go through -- you know, spend hundreds of thousands of dollars and go through discovery and do the *Markman* hearing at the end of the case, where we can do an early *Markman* hearing on this case and have this case dismissed?

You can probably dismiss this entire case in a couple months, if we are correct. So that will be our Larose client's position.

And in addition, Your Honor has ruled there is a precedent in this District where Your Honor has, in fact, wanted to proceed on an early *Markman* hearing. This is the *Sony* case, *Rothschild Sony* case, which was heard only about 7 months ago, and in that case, it's very similar to what we are asking here.

We would like an early *Markman* hearing on a case dispositive one or two terms, and then have if we -- if the case cannot be decided on those terms, then have a full *Markman* hearing at the end of the case. And in the *Sony* case, I believe Your Honor was very amenable to the concept.

Thank you, Your Honor.

THE COURT: Well, I'm open to the concept, but as I say, I need to know -- you all need to decide whether all of the Defendants agree that that works for everybody's product, and then talk to the Plaintiff, see if you agree or don't agree, and then tell me something about the two positions.

How long do you think it will take you to do that? I don't think that affects the other scheduling of the *Markman* hearing. The question is whether we do a preliminary or I guess bifurcate *the Markman* and deal with these certain terms early, as I see what you are proposing.

MR. KIM: I think the whole briefing can be done in about a month or so, a month or two months. And as far as the schedule is concerned, we agree -- you know, Larose agrees to the schedule in this case, but subject to having an early *Markman* hearing, and I think we can -- what we can do is, if Your Honor is amenable to this, that we can have a *Markman* starting immediately.

And obviously, the Defendants' preference would be to stay the discovery pending this, but I understand that Your Honor wants to move the case, so we can have all of the other discovery proceed, while having an early *Markman* hearing.

THE COURT: Okay. I'm open to it and so I would invite you to, as I say, figure out if all of the Defendants are on the same page, talk to the Plaintiffs, and either file

an agreed -- tell me you are in agreement or you are not and if you are not, tell me what each of your positions are and I'll schedule it.

I guess if I think that we can dispose of the case by resolution of a few terms and that the interconnectedness is not significant, I'll probably do it, is my reaction.

MR. KIM: Thank you, Your Honor.

MR. NELLES: I think Your Honor was asking how long to get that to you, and I think that can be done in pretty short order.

THE COURT: Good.

MR. NELLES: We can propose our position on it, give it to Plaintiff and then probably in a week to ten days, we could probably have that filed.

Right?

MR. KIM: Yes.

MR. ROTHMAN: Ten days, Your Honor.

THE COURT: I'm not inclined -- especially if some of you all are settling, I'm not inclined to stay everything for that.

I may move up part of the *Markman*, and you have got your jurisdictional issue, which I also invite you to decide.

I guess I'll go along with your February date.

And consolidation, were you in agreement on all of the other -- on all of the other issues in terms of scheduling?

MR. ROTHMAN: I think we were, with the exception of certain limitations regarding discovery.

What had been proposed with respect to interrogatories was acceptable. With respect to the requests for production, the Defendants proposed that a single set would be served, which is acceptable, but that the Defendants would each be entitled to an unlimited number of additional separate requests, and the Plaintiff asked that those be limited to just ten.

The request for admissions -- yeah, ten per Defendant.

The request for admissions, similarly, the parties have agreed that there will be a single common set of request for admissions. The Defendants asked for each an unlimited number of requests and the Plaintiffs' request is that each Defendant be limited to ten, rather than having to answer an unlimited number of additional requests.

But other than that, I believe that we have agreement as to all of the other issues.

THE COURT: All right. Now, why couldn't we do this in one trial, if we had to? Assuming everybody stuck it out, what would be the problem? Why do I need to set separate trials?

MR. FROEMEL: Your Honor, John Froemel on behalf of Target and Spectra.

There are specific issues with respect to damages that are independent with respect to each Defendant, as well as while we have heard a representation that the products are similar, but there are still some specific differences between the products, so having one trial on infringement, you would be dealing with five or six products that, while similar, are not identical.

MR. FISCHER: Your Honor, we also believe that -- I believe it has been alleged that the infringement is willful and when you have multiple Defendants, we don't believe that it would be fair if one Defendant -- if there is evidence of willfulness, that the other Defendants sit together with that Defendant and be potentially prejudiced by that.

Because at this point, we don't really know and that's why we would prefer to have separate trials, because of different issues.

THE COURT: What do you think?

MR. ROTHMAN: Your Honor, all of the Defendants' products are identical in terms of how they infringe, how they are put together.

Some are bigger, some are a little smaller, some have Bluetooth, some don't. If they are identical, there is no reason why they couldn't be tried together.

I understand Counsel's comments regarding willfulness, it is a good point. At this point, if it turns

out there's no basis for a willfulness claim, then that issue goes away.

At this point, it is my understanding that there is willfulness, certainly Your Honor can bifurcate that issue. And earlier, there was a request by the Defendants, Well, let's just bring all of the invalidity issues together and have a bench trial.

It seems to me that if we are bringing all of those issues together -- and my client has not waived a jury trial at this point, and I haven't had a chance to speak to them. It has been Chinese New Year and everyone has been off for the last week. Obviously, I need to be able to consult with my client.

Assuming that my client does not waive a jury trial, which at this point they do not waive, then what the Defendants have already said is, Well, at least as to invalidity and the other, we will have one big trial, so why not have one big trial, especially if all of the issues are the same.

MR. KIM: Your Honor, on behalf of Larose, Larose buys from Atake, and we have a specific patent exhaustion issue that needs to be tried separately.

I don't know whether all of the Defendants in here have that defense, but to the extent that we are the only one who has that defense, we need to have a separate trial.

THE COURT: Is that susceptible to a jury

determination, the exhaustion?

MR. KIM: I believe so.

THE COURT: What would not be, as you see it, in terms of your invalidity positions, and are they significant?

MR. KIM: I'm sorry?

THE COURT: In at least one instance, where it seemed like the nonjury issues were a significant part of the case, we did bifurcate it and did those first, to basically spare the jury those issues.

And so if it's that kind of situation, I'm amenable to it. If it is -- if we are not really going to dispose of very much, I'm not. So I can't tell at this point, from what you all have told me.

And certainly if there was an agreement that we do the invalidity by a bench trial first, I would do that, rather than bring a jury in, particularly if we end up with one trial, I would want to minimize the time we are going to ask the jury to spend with anything I could do.

At this point, I'm going to set it for one trial, but with the caveat that as things progress, we may, as we move towards trial, sever Defendants. I'll have a better idea then whether there really are individual issues.

The separate damage issue is not -- doesn't seem very persuasive to me now. The willfulness might, if there is a willfulness claim and if the products are really different,

that would have a bearing.

If the products are the same and the only issue is damages, I don't see why we couldn't do it in one trial.

Okay. Anything else we need to do today?

MR. SELITTO: Your Honor, Ralph Selitto, representing Larose and Wal-Mart.

I did want to, if it pleases the Court, make some brief prefatory comments about this patent exhaustion theory and the underlying license agreements that pertain to that defense.

And what I did want to indicate is that there are not one or two agreements. It appears, and we have copies of the agreements, we have certified translations of the agreements, there could be as many as five relevant agreements and one of the agreements has a term that ran through December 1st, 2014.

And I just want the record to be clear, because Mr. Rothman is taking the position that the agreements were terminated, I think he said years ago.

We have repeatedly asked Plaintiffs' Counsel to provide us copies of evidence showing that there has been a termination notice on these multiple agreements or that there has been a reversion and reassignment of the two Chinese patents in question, which I believe, if we did a search at the Chinese patent office today, Your Honor, it would reflect that Atake is, in fact, the owner of those patents.

So as far as -- from what we have been able to determine, we think at a point in time that the complaint was filed, at least with regard to Larose and Wal-Mart, it is very questionable as to who owned at least the Chinese patents from the standpoint of the patent exhaustion theory, so I just wanted to make that point, Your Honor.

THE COURT: How will that impact, if at all, the schedule that we are talking about today?

MR. SELITTO: I don't think it will impact at all, except to the extent that the contracts are written in Chinese, they are to be governed according to the Chinese law according to the contracts.

Atake is a foreign party, we are not sure how cooperative they are going to be with regard to discovery and producing somebody for deposition, and so there will be an element of foreign law and construction of the foreign law to be able to interpret these contracts, which, based on the translations that I have seen, are not necessarily comparable to American standards.

THE COURT: Do you know if Atake has ever participated in any American proceedings?

MR. SELITTO: When Your Honor says proceedings, I assume you are speaking of lawsuits.

THE COURT: Right.

MR. SELITTO: Not to my knowledge, Your Honor. We

don't represent Atake, but we have been in communications with their U.S. Counsel, and they have provided us --

THE COURT: So they do have lawyers.

MR. SELITTO: Excuse me?

THE COURT: They do have lawyers here, Atake does?

MR. SELITTO: Yes.

THE COURT: But you don't know if they have ever appeared or not.

MR. SELITTO: John, do you know? I'm not aware.

MR. KIM: Your Honor, not to my knowledge.

THE COURT: Okay. Well, that will certainly add a complication, won't it?

MR. SELITTO: That's just why I wanted to clarify that for the Court's purposes.

THE COURT: Okay. Anything else?

I have agreed to your February date. You all go talk about this motion to dismiss and try to agree on some discovery, if it is necessary, and tell me when -- if you all work together -- let me tell you, if you are not changing dispositive deadlines or trial dates, if you agree, I'll go along with it, and so those kinds of dates I'm not going to hold you to. As long as you participate and cooperate with each other, I will agree to any of those changes.

I don't know if you have any real confidential data in this case. I agree to limitations on disclosure during

discovery, but not trial, they are not papers you file with the Court.

The fact that you have agreed to the confidentiality of the document doesn't affect me when it comes to whether or not it is sealed if you file a motion in court or have any kind of proceeding. On those kinds of things, basically without a strong showing, I'm unlikely to seal anything.

Anything else you all want to talk about in terms of our approach?

Some of you, I have had before me in other patent cases; some I haven't, but it looks like we have good lawyers in the case and hopefully we will move forward well.

MR. ROTHMAN: Not from the Plaintiff, Your Honor.

MR. FISCHER: Your Honor, I just want to comment, I don't know that you heard from us on the one issue that Joel raised about -- that Mr. Rothman raised about the discovery, about the request for production and the admissions, that he wanted the Defendants to be limited to ten additional.

I wanted to clarify that what we agreed to was that we would serve ten common and then we would agree not to duplicate in additional requests, but we saw no reason, since the Federal rules don't limit requests for production or requests for admissions, we saw no reason why, in this case, we should be limited to an additional ten, which would effectively limit each Defendant to 20, when there is no such requirement

under the Federal rules.

So that's what we agreed to; one set of common and not to duplicate additional requests, but if we have additional requests, that number would not be limited.

THE COURT: Well, I mean, that's what the rules provide. I would look to -- I don't want discovery to become onerous.

MR. FISCHER: Nor do we.

THE COURT: I want it to be reasonable, so we will see where we go with that.

MR. NELLES: The only other issue was a consolidation order, did you mention that?

MR. ROTHMAN: That's a good point, Your Honor.

Do you want us to prepare an order consolidating these cases, will Your Honor issue it on its own? We were a little rushed to get this filed.

THE COURT: Anything -- to the degree you all want to propose an order, I will certainly look at it and work with Drew to do it.

My intention is to consolidate the cases -- these cases for trial. I'm not going to deal with the two that are hanging out there, but I will tell you they will have a hard time getting on a different schedule --

MR. ROTHMAN: Understood.

THE COURT: -- without a showing.

I haven't heard from them yet, but my intention is that everybody will progress on the same schedule.

MR. ROTHMAN: All right. We will work out an order and submit it.

THE COURT: If you all want to do that today, Drew is here and I will enter the order.

And so there are two things that are hanging out there for you to do, right; the motion to dismiss, briefing, tell me about that and this early *Markman* issue are the two things I'm looking for something from you all on.

Okay. Thanks. Have a good day.

MR. NELLES: Thank you, Your Honor.

MR. ROTHMAN: Thank you, Your Honor.

(PROCEEDINGS ADJOURNED AT 11:36 A.M.)

C-E-R-T-I-F-I-C-A-T-E

I hereby certify that the foregoing is an accurate transcription and proceedings in the above-entitled matter.

3/20/2015 DATE

/s/DIANE MILLER _____
DIANE MILLER, RMR, CRR
Federal Official Court Reporter
United States District Court
701 Clematis Street, Room 259
West Palm Beach, FL 33401
561-514-3728

/

/s/DIANE [1] 44/20

0

07932 [1] 2/13

1

10 [1] 5/20
100 [1] 31/7
103 [1] 20/4
11 [1] 24/6
11-2 [1] 2/21
1100 [1] 1/23
11:36 [1] 44/14
12 [2] 17/23 24/4
14 [1] 5/20
14-81447 [1] 3/5
14-cv-81453-MIDDLEBROOKS [1] 1/3
1st [2] 29/13 39/15

2

20 [1] 42/25
200 [2] 2/13 2/17
2014 [1] 39/15
2015 [2] 1/8 44/20
25 [1] 1/8
259 [1] 44/22
2700 [1] 2/4

3

3/20/2015 [1] 44/20
30 [1] 18/15
305 [1] 2/22
33128 [1] 2/21
33131 [1] 2/18
33134 [1] 1/24
33394 [1] 2/4
33401 [1] 44/23
33431 [1] 1/20
355 [1] 1/23
3728 [1] 44/23

4

400 [1] 2/21
408 [1] 8/22
42 [1] 6/16
4400 [1] 2/7
4651 [1] 1/20
4700 [1] 2/17

5

50 [1] 31/19
523-5251 [1] 2/22
5251 [1] 2/22
53 [1] 1/10
561-514-3728 [1] 44/23

6

60606 [1] 2/7

7

701 [1] 44/22

8

81447 [1] 3/5
81449 [2] 3/6 3/20
81450 [1] 3/6
81453 [1] 3/6
81454 [1] 3/6
81465 [1] 5/2
81492 [2] 3/7 3/22
81595 [1] 14/16
81597 [1] 14/18

A

A.M [1] 44/14
abbreviated [1] 18/21
able [8] 8/5 11/10 11/12 11/18 24/24 37/12 40/1 40/17
about [23] 4/23 5/4 5/15 5/18 6/24 7/25 15/24 19/24 23/3 26/17 28/10 28/19 32/18 33/6 33/13 39/8 40/8 41/17 42/8 42/16 42/16 42/17 44/9
above [2] 24/18 44/19
above-entitled [1] 44/19
Absolutely [1] 22/20
acceptable [2] 35/4 35/6
according [3] 24/16 40/11 40/11
accurate [1] 44/18
accused [1] 15/16
actually [3] 16/18 23/9 26/7
add [1] 41/11
addition [2] 12/15 32/15
additional [9] 8/5 17/21 35/7 35/17 42/18 42/21 42/24 43/3 43/3
address [9] 8/5 9/4 12/10 13/12 14/14 15/4 17/9 20/23 27/23
addressed [1] 15/3
adequately [1] 13/24
ADJOURNED [1] 44/14
admissions [5] 35/10 35/12 35/14 42/17 42/23
admitted [1] 4/6
advance [1] 30/6
affect [1] 42/4
affects [1] 33/8
after [2] 17/17 31/15
again [5] 6/4 8/17 13/7 13/22 28/24
against [2] 13/25 17/23
ago [5] 7/7 9/21 12/4 32/19 39/18
AGOSTINO [2] 2/11 4/8
agree [18] 16/6 16/16 16/16 18/12 18/14 18/24 19/14 26/14 30/14 33/4 33/5 33/6 33/14 41/17 41/20 41/23 41/25 42/20
agreeable [2] 18/20 20/11
agreed [15] 6/11 16/18 19/12 19/19 26/10 26/12 27/16 27/17 29/12 34/1 35/13 41/16 42/3 42/19 43/2
agreeing [1] 28/2
agreement [15] 6/8 7/8 7/11 7/19 8/11 12/22 15/20 19/25 20/9 27/20 30/12 34/1 34/24 35/18 38/14
agreements [10] 12/3 12/4 39/9 39/12 39/13 39/13 39/14 39/15 39/17 39/21
agrees [2] 17/24 33/14
Alhambra [1] 1/23
all [67]
alleged [1] 36/9
alleges [1] 10/4
alone [1] 14/18
along [2] 34/23 41/21
already [1] 37/16
also [15] 3/21 4/8 7/4 9/23 10/14 11/25 12/16 14/21 17/8 20/16 27/3 28/1 31/4 34/22 36/8
although [1] 22/12
always [1] 6/8
am [2] 3/21 12/8
amenable [4] 17/11 32/25 33/17 38/10
amend [2] 15/4 15/5
American [2] 40/19 40/21
amount [3] 6/8 31/8 31/12
and Joel [1] 21/25
ANDREW [1] 2/15
Andy [1] 4/11
announced [1] 3/11
another [4] 4/20 13/1 24/3 31/23
answer [4] 11/6 13/10 25/11 35/16
any [12] 11/11 15/24 16/25 17/25 19/1 21/5 25/16 26/10 40/21 41/23 41/24 42/5
Anybody [1] 4/16
anyone [1] 16/15
anything [8] 20/4 30/3 38/18 39/4 41/15 42/7 42/8 43/17
apparently [1] 12/19
appear [1] 14/22
appearances [2] 1/17 3/8
appeared [1] 41/8
appearing [1] 11/4
appears [1] 39/12
apple [3] 27/22 28/7 29/17
application [1] 7/2
approach [1] 42/9
April [1] 29/13
are [144]
aren't [1] 17/25
argued [1] 29/22
arguing [3] 15/6 25/21 29/21
argument [1] 29/24
arguments [2] 19/22 19/23
around [2] 10/23 11/1
arrow [1] 23/10
art [1] 20/3
as [78]
ask [1] 38/17
asked [5] 8/21 20/8 35/8 35/14 39/19
asking [6] 17/23 25/1 26/13 26/24 32/20 34/8
aspects [1] 6/3
assert [1] 7/15
asserted [2] 9/18 13/25
assigned [5] 12/20 12/22 12/24 12/25 13/4
assistance [1] 15/20
associated [1] 20/21
assume [1] 40/23
assuming [6] 18/1 19/2 19/3 30/7 35/21 37/14
assumption [2] 16/13 30/8
Atake [18] 9/21 9/25 11/7 11/10 11/22 12/3 12/4 12/7 12/11 12/23 13/5 13/5 37/20 39/25 40/13 40/20 41/1 41/5
Atake, [1] 9/20
Atake, A-T-A-K-E [1] 9/20
attached [1] 29/23
attention [1] 15/18
authority [1] 10/1
AUVIL [2] 2/16 4/13
Avenue [2] 2/13 2/21
avoid [1] 12/5
aware [2] 10/13 41/9
away [1] 37/2

B

back [7] 5/23 6/17 9/15 12/24 12/25 19/3 29/16
Barnes [2] 2/6 3/25
barred [1] 20/4
based [6] 7/21 13/19 15/12 17/15 27/11 40/17
basically [5] 25/25 30/22 31/10 38/8 42/6
basis [5] 8/24 8/25 14/3 20/13 37/1
Bath [3] 2/15 3/5 4/12
be [85]
BEACH [2] 1/7 44/23
bearing [1] 39/1
because [21] 8/3 9/23 10/13 11/2 11/23 14/1 14/22 15/11 17/1 20/13 24/16 25/23 26/8 29/2 29/23 29/25 30/12 30/25 36/14 36/15 39/16
become [1] 43/6
Bed [3] 2/15 3/5 4/12
been [22] 4/17 4/20 4/21 6/7 6/24 7/4 7/18 10/20 10/21 11/9 12/25 13/6 14/24 18/18 35/3 36/9 37/11 37/11 39/20 39/22 40/1 41/1
before [3] 1/14 8/14 42/10
behalf [5] 3/19 3/21 21/23 35/24 37/19
being [6] 9/18 11/23 26/17 26/20 27/13 31/15
believe [18] 4/8 5/10 19/17 21/8 22/4 23/18 24/14 24/19 24/21 25/7 25/9 32/25 35/18 36/8 36/9 36/10 38/2 39/23
believes [1] 23/16
bench [7] 5/9 19/16 19/24 20/9 20/12 37/7 38/15
beneficial [1] 20/7
benefit [2] 7/14 15/7
better [1] 38/21
between [6] 6/25 7/12 9/22 12/3 28/17 36/4
beyond [4] 2/15 3/5 4/12 17/25
bifurcate [3] 33/10 37/4 38/8
bifurcated [1] 26/18
big [5] 9/11 19/8 30/7 37/17 37/17
bigger [1] 36/21
Biscayne [1] 2/17
bit [3] 5/15 23/12 23/16
bite [1] 27/22
bites [1] 28/7
Bluetooth [1] 36/22
Boca [1] 1/20
Boggs [2] 2/16 4/13
borrow [1] 31/9
both [6] 4/6 4/13 9/25 10/12 19/13 30/15
bottom [2] 15/25 29/8
Boulevard [1] 2/17
break [1] 5/22
brief [1] 39/8
briefing [4] 18/7 26/18 33/12 44/8
briefs [1] 27/19
bring [3] 15/18 37/6 38/16
bringing [1] 37/8
Broad [2] 2/3 3/19
brought [3] 6/18 22/1 22/15
bubbles [2] 24/7 24/10
burden [1] 13/23
buys [2] 25/6 37/20

C

C-E-R-T-I-F-I-C-A-T-E [1] 44/16
call [1] 21/10
called [2] 9/20 13/21
can [43] 5/11 7/14 8/13 8/13 9/1 12/2 13/12 13/24 14/13 15/5 18/16 18/24 19/2 19/5 21/16 21/19 22/25 24/15 26/19 27/7 27/11 27/20 27/23 28/12 29/14 30/14 31/6 31/8 31/11 31/20 32/2 32/6 32/9 32/12 33/12 33/16 33/16 33/17 33/21 34/4 34/9 34/12 37/4
can dispose [1] 34/4
can't [4] 30/8 30/15 31/23 38/12
candidly [1] 20/1
cannot [2] 31/17 32/23
capacity [1] 11/4
case [56]
cases [37] 3/3 3/11 4/19 5/7 5/16 6/1 6/13 6/15 8/10 8/25 10/8 10/12 10/18 10/19 10/20 10/25 11/3 11/21 11/22 12/10 12/10 14/16 14/20 14/23 16/10 16/22 16/23 17/22 21/12 22/22 28/2 28/11 28/15 42/11 43/15 43/20 43/21
Cassel [2] 2/3 3/19
caveat [1] 38/20
certain [7] 26/21 27/14 27/22 29/9 30/19 33/10 35/2
certainly [16] 6/13 6/24 7/20 8/4 8/16 14/4 16/22 17/11 18/12 18/18 25/20 29/22 37/4 38/14 41/11 43/18
certified [1] 39/13
certify [1] 44/17
cetera [1] 16/6
chamber [1] 23/23
chance [2] 22/6 37/10
changes [1] 41/23
changing [1] 41/19
characterized [1] 30/22
chart [3] 22/25 26/8 26/8
CHEN [9] 1/6 3/13 7/7 9/22 12/3 13/3 14/17 14/18 15/13
Chicago [2] 2/7 14/11
China [5] 9/16 9/20 11/14 11/17 12/20
Chinese [12] 9/24 12/12 12/14 12/16 12/18 13/2 37/11 39/22 39/24 40/4 40/10 40/11
Circle [1] 1/23
circumstances [2] 12/23 29/20
claim [38] 7/1 17/15 22/14 22/25 23/1 23/19 23/20 24/17 24/18 24/24 25/1 25/20 25/25 26/8 26/8 26/11 26/18 27/3 27/4 27/10 27/12 27/17 27/18 27/24 27/25 28/8 28/12 28/16 28/24 29/2 29/23 30/23 30/24 30/25 31/2 31/2 37/1 38/25
claims [5] 9/3 26/19 26/21 29/25 30/19
clarify [2] 41/13 42/19
clear [3] 16/19 26/9 39/16
clearly [1] 11/5
Clematis [1] 44/22
clerk [1] 22/19
client [10] 9/19 9/19 12/14 12/21 18/20 19/4 21/25 37/9 37/13 37/14
client's [2] 7/8 32/13
co [1] 3/22
co-counsel [1] 3/22
colleagues [2] 4/5 4/7
colored [1] 6/20
come [3] 16/17 21/8 25/17
comes [1] 42/4
coming [1] 8/14
comment [1] 42/14
comments [2] 36/24 39/8
common [3] 35/13 42/20 43/2
communications [1] 41/1
company [2] 11/25 11/25
company's [1] 14/12
comparable [1] 40/18
competitor [1] 9/9
complaint [5] 15/3 22/9 22/24 26/6 40/2
completely [3] 21/24 28/22 28/22
complication [1] 41/12
components [1] 27/14
compressed [2] 8/4 18/13
comprising [1] 23/2
compromise [1] 9/2
concept [2] 32/25 33/2
concern [1] 18/9
concerned [5] 17/13 31/11 31/12 31/24 33/14
conference [3] 1/14 4/21 17/14
confidential [2] 8/22 41/24
confidentiality [1] 42/3
confusing [1] 13/10
conjunction [1] 31/21
connected [1] 29/9
connection [1] 9/16
consent [1] 16/25
consider [2] 19/18 19/21
consolidate [6] 5/17 6/15 18/1 18/2 21/16 43/20
consolidating [3] 16/23 28/2 43/14
consolidation [10] 5/20 6/10 6/11 16/4 16/17 19/11 19/12 20/11 34/24 43/11
construction [18] 7/1 24/24 25/1 25/20 25/25 26/9 26/18 27/3 27/12 27/18 27/19 28/1 28/8 28/12 28/16 29/2 29/23 40/16
construe [6] 26/21 26/25 27/4 28/21 28/24 29/25
construed [4] 24/14 27/9 31/18 31/19
construing [3] 26/11 30/23 30/23
consult [1] 37/12
consultation [1] 16/3
consulted [1] 16/9
contacts [4] 11/12 14/5 14/12 14/12
container [1] 27/8
contended [1] 10/5
contentions [2] 27/18 29/13
context [3] 27/10 28/22 28/23
continue [1] 9/1
contracts [3] 40/10 40/12 40/17
contrary [3] 27/3 27/25 28/1
cooperate [1] 41/22
cooperative [1] 40/14
copies [3] 22/10 39/12 39/20
Coral [1] 1/24
corporate [1] 14/11
correct [3] 4/9 28/9 32/13
correspondence [1] 12/9
costs [1] 20/13
could [19] 9/2 11/20 11/20 11/21 12/6 21/12 21/19 24/25 27/5 27/6 27/7 28/13 29/22 29/24 30/7 31/6 34/14 38/18 39/14
couldn't [3] 35/20 36/23 39/3
counsel [11] 3/22 15/20 17/10 25/19 26/24 27/21 29/11 30/21 32/4 39/19 41/2
Counsel's [2] 18/19 36/24
country [1] 11/18

C

couple [3] 9/4 13/12 32/12
court [12] 1/2 2/20 19/11 19/21 20/17 21/17 29/14 39/7 42/2 42/5 44/21 44/22
Court's [3] 15/24 19/13 41/14
courtroom [2] 3/9 6/6
Craig [2] 1/22 3/16
created [1] 24/7
creating [1] 24/10
CRR [2] 2/20 44/21
current [1] 13/5
cut [1] 25/15
cv [1] 1/3

D

D1 [1] 16/5
damage [1] 38/23
damages [2] 36/1 39/3
dance [1] 6/21
data [1] 41/24
date [5] 14/21 15/6 34/23 41/16 44/21
dates [2] 41/20 41/21
David [1] 23/4
day [1] 44/11
days [3] 18/15 34/13 34/17
deadline [1] 7/23
deadlines [2] 8/4 41/20
deal [9] 7/17 12/9 12/10 15/14 16/23 18/15 27/14 33/10 43/21
dealing [2] 12/6 36/6
December [1] 39/15
decide [5] 28/3 30/10 30/20 33/3 34/22
decided [2] 32/3 32/23
deciding [1] 21/2
decision [2] 19/1 27/11
Defendant [13] 13/25 17/8 17/15 18/14 20/20 25/12 29/20 35/11 35/16 36/2 36/11 36/13 42/25
defendants [55]
Defendants' [6] 7/2 25/8 25/16 30/17 33/19 36/18
defense [6] 7/15 9/17 14/4 37/23 37/24 39/10
Defts [4] 1/22 2/2 2/9 2/15
degree [2] 5/20 43/17
demand [3] 8/24 12/23 12/25
deposition [3] 14/11 18/16 40/15
desire [1] 8/19
despite [1] 6/5
details [1] 14/12
determination [5] 17/17 20/5 28/18 29/15 38/1
determine [4] 11/10 13/24 28/12 40/2
determines [1] 18/11
DGL [2] 2/15 4/12
diane [4] 2/20 2/22 44/20 44/21
did [11] 7/7 14/20 14/21 18/8 19/14 38/8 38/8 39/7 39/11 39/23 43/12
didn't [2] 25/22 25/23
differences [1] 36/4
different [15] 5/18 6/20 10/20 15/15 15/15 15/15 18/4 19/3 21/2 21/25 26/23 26/25 36/16 38/25 43/23
Digital [1] 4/25
direct [3] 23/20 23/25 23/25
directed [4] 21/24 22/1 24/2 24/22
disagreement [1] 28/17
disclosure [2] 8/22 41/25
disclosures [3] 7/23 10/24 11/24
discovery [19] 6/10 6/12 6/16 7/17 13/23 15/22 16/5 17/11 18/13 19/12 32/8 33/20 33/22 35/2 40/14 41/18 42/1 42/16 43/6
discuss [1] 30/11
discussing [2] 10/21 10/21
discussion [1] 22/11
discussions [1] 14/25
dismiss [11] 5/13 13/16 15/3 17/18 25/21 25/23 26/4 29/21 32/12 41/17 44/8
dismissed [4] 24/15 24/25 32/6 32/11
dispose [5] 20/7 21/19 21/19 34/4 38/11
dispositive [9] 20/23 21/12 22/4 22/7 23/19 26/17 31/20 32/22 41/20
dispute [3] 7/12 9/22 13/1
disputes [1] 6/25
distribute [1] 22/17
distributed [1] 10/19
distributing [1] 15/17
distribution [1] 10/6
distributor [3] 10/10 11/3 11/4
distributors [1] 10/17
district [8] 1/2 1/2 1/15 14/6 15/10 15/11 32/16 44/22
DIVISION [1] 1/3
do [59]
docket [1] 11/1
document [2] 18/16 42/4
does [6] 8/10 11/6 15/13 23/16 37/14 41/5
doesn't [10] 6/8 8/9 26/18 27/2 27/15 29/1 31/6 31/18 38/23 42/4
doing [4] 5/20 8/3 17/23 19/25
Dollar [4] 1/22 3/6 3/16 25/8
dollars [1] 32/8
don't [34] 7/10 7/16 10/15 10/25 12/18 15/23 16/15 16/17 16/24 19/2 21/5 22/5 23/15 26/3 29/18 29/19 30/3 30/9 30/13 31/14 33/5 33/8 36/10 36/14 36/22 37/22 39/3 40/9 41/1 41/7 41/24 42/15 42/22 43/6
DONALD [1] 1/14
done [4] 12/6 18/21 33/12 34/9
down [3] 20/13 21/18 23/10
downstream [1] 7/13
dragged [1] 18/10
Drew [3] 22/21 43/19 44/5
Drive [1] 2/6
drives [1] 23/23
duplicate [2] 42/21 43/3
during [1] 41/25

E

each [12] 3/4 18/23 21/6 22/5 30/14 34/2 35/7 35/14 35/15 36/2 41/23 42/25
earlier [4] 9/17 19/16 20/18 37/5
early [20] 20/22 21/11 21/18 21/19 24/15 24/25 25/1 26/13 28/23 30/18 31/20 32/3 32/6 32/10 32/17 32/21 33/11 33/15 33/22 44/9
easily [1] 15/5
eat [1] 29/16
economy [1] 6/14
EDGE [6] 1/6 3/4 3/13 9/19 14/16 14/18
effectively [1] 42/24
efficiencies [1] 5/23
efficiency [1] 6/14
efficient [1] 5/21
effort [1] 10/22
eight [1] 23/21
either [2] 18/1 33/25
element [3] 13/1 24/4 40/16
eloquent [1] 25/20
else [4] 4/16 39/4 41/15 42/8
empty [1] 30/13
end [8] 5/22 14/16 23/20 28/7 28/7 32/9 32/24 38/16
ending [2] 5/1 14/17
endorses [1] 25/6
Energy [1] 4/25
engage [3] 14/2 14/2 17/10
enter [1] 44/6
entered [1] 12/21
entire [7] 21/20 27/4 27/8 27/10 28/16 31/18 32/12
entitled [3] 7/14 35/7 44/19
envision [1] 6/19
especially [3] 29/2 34/18 37/18
ESQ [13] 1/18 1/19 1/22 2/2 2/5 2/9 2/10 2/10 2/11 2/11 2/12 2/15 2/16
essentially [1] 29/20
establish [1] 11/18
et [1] 16/6
even [10] 5/21 11/17 15/13 15/19 19/18 27/16 29/12 31/1 31/14 31/18
events [1] 7/23
ever [3] 13/6 40/20 41/7
every [2] 8/6 25/11
everybody [5] 17/24 21/20 28/5 35/21 44/2
everybody's [4] 21/5 25/2 25/9 33/4
everyone [3] 6/11 28/2 37/11
everything [4] 5/17 29/9 30/9 34/19
evidence [4] 10/15 27/18 36/11 39/20
ex [1] 15/6
exactly [2] 7/10 15/10
example [4] 6/18 10/23 18/15 31/9
examples [1] 10/11
excellent [1] 9/13
except [1] 40/10
exception [2] 18/2 35/1
excited [1] 5/19
Excuse [1] 41/4
exhaustion [8] 7/6 7/15 9/17 20/15 37/20 38/1 39/8 40/5
exhibit [6] 22/25 23/1 23/21 24/1 26/6 26/7
exhibits [3] 22/10 22/15 22/17
existence [1] 12/17
expansive [1] 23/13
expectation [1] 8/6
expedite [1] 19/1
expedited [1] 14/3
experts [1] 32/2
explain [2] 14/23 21/17
exportation [1] 11/14
exported [1] 10/2
exporting [1] 11/18
exports [1] 11/16
express [1] 8/17
expressed [1] 8/17
extend [2] 8/11 17/24
extension [1] 13/17
extent [3] 20/6 37/23 40/10
extra [2] 22/18 22/23

F

fair [1] 36/11
far [9] 6/7 6/10 6/24 17/13 31/10 31/11 31/24 33/13 40/1
fashion [1] 5/11
favorable [1] 15/1
FEBRUARY [4] 1/8 5/8 34/23 41/16
Federal [4] 1/20 42/22 43/1 44/21
feel [2] 21/23 24/13
felt [3] 19/20 20/6 20/23
few [3] 6/6 26/25 34/5
figure [5] 4/18 24/1 24/4 24/6 33/24
file [4] 18/8 33/25 42/1 42/5
filed [10] 4/20 5/12 13/16 14/22 15/2 15/9 22/9 34/14 40/3 43/16
fill [6] 23/17 31/4 31/6 31/6 31/8 31/19
filled [8] 22/7 23/6 23/7 23/10 23/14 24/3 27/7 31/15
filling [3] 23/14 24/5 31/18
fills [2] 24/12 27/6
finally [1] 12/8
Financial [1] 2/3
find [4] 6/5 11/24 14/12 30/11
fine [1] 30/15
first [9] 3/8 5/10 15/25 16/1 17/9 17/11 27/23 38/8 38/15
FISCHER [2] 1/22 3/17
five [3] 4/19 36/6 39/14
FL [2] 2/21 44/23
Florham [1] 2/13
FLORIDA [9] 1/2 1/7 1/20 1/24 2/4 2/18 13/22 14/5 14/13
flows [1] 24/9
flsd.uscourts.gov [1] 2/22
fluid [33] 22/8 22/8 23/6 23/7 23/10 23/14 23/16 23/16 23/19 23/23 24/2 24/3 24/4 24/5 24/8 24/9 24/11 24/11 24/17 24/18 27/5 27/6 29/6 29/7 29/7 31/3 31/8 31/15 31/16 31/21 31/22 31/23 31/23
fluids [5] 24/14 24/19 30/25 30/25 31/2
flushed [1] 8/13
FOB [1] 11/17
foregoing [1] 44/17
foreign [3] 40/13 40/16 40/16
Forever [3] 14/17 14/24 16/10
forget [1] 15/10
form [1] 16/25
Fort [1] 2/4
forward [3] 6/3 8/25 42/12
four [2] 4/19 4/20
fourth [1] 4/24
FROEMEL [5] 2/5 3/24 3/25 35/24 35/24
full [4] 10/24 27/7 27/7 32/23
further [1] 8/2

G

Gables [1] 1/24
General [3] 1/22 3/6 3/17
General's [1] 25/9
generally [1] 6/17
generously [1] 13/17
get [9] 3/8 9/8 13/21 16/12 18/17 18/21 19/2 34/9 43/16
gets [1] 13/9
getting [2] 11/24 43/23
Gifts [3] 14/17 14/24 16/11
give [5] 5/1 15/7 17/20 30/15 34/12
glass [2] 27/6 27/7
go [11] 5/5 9/15 15/1 21/13 29/16 32/7 32/8 34/23 41/16 41/20 43/10
goes [1] 37/2
going [21] 5/5 6/1 6/5 7/17 8/25 9/5 14/23 15/1 17/24 19/8 20/16 21/2 21/13 21/15 30/10 38/11 38/17 38/19 40/14 41/21 43/21
good [21] 3/2 3/14 3/15 3/18 3/24 4/2 4/3 4/10 4/11 4/14 4/15 8/11 13/9 17/5 17/6 21/22 34/11 36/25 42/11 43/13 44/11
got [4] 4/18 6/20 31/22 34/21
gotten [1] 16/25
governed [1] 40/11
granted [1] 13/17
great [2] 13/14 16/23
Greenberg [2] 2/12 4/4
GREGORY [2] 2/9 4/3
group [4] 1/19 3/7 3/12 6/6
guess [7] 5/19 20/21 22/12 25/24 33/10 34/4 34/23

H

Hac [1] 4/6
had [11] 5/6 9/21 16/12 20/8 20/21 22/5 31/4 35/3 35/21 37/10 42/10
half [1] 27/6
Hallmark [7] 14/19 15/2 15/2 15/11 15/14 16/11 18/3
hanging [4] 10/23 11/1 43/22 44/7
hangs [1] 28/18
happen [3] 6/8 8/9 8/10
happened [2] 6/9 9/25
happy [1] 14/7
hard [2] 6/19 43/22
has [38] 4/16 5/12 6/7 6/8 6/20 6/24 7/18 8/17 9/21 9/25 11/10 11/11 11/11 12/14 13/4 13/16 14/4 14/5 15/2 21/7 22/1 24/23 27/16 29/6 29/7 30/22 31/22 32/15 32/16 36/9 37/9 37/11 37/11 37/24 39/15 39/20 39/22 40/20
hasn't [1] 12/25
have [97]
haven't [7] 4/20 17/1 21/4 22/13 37/10 42/11 44/1
having [12] 12/8 19/16 20/9 20/11 20/13 21/17 22/10 28/3 33/15 33/22 35/16 36/5
he [13] 12/22 13/3 13/4 25/21 25/24 26/3 26/4 26/6 26/13 30/2 30/3 39/18 42/17
hear [4] 5/3 8/8 9/5 30/2
heard [4] 32/18 36/3 42/15 44/1
hearing [14] 3/3 20/22 22/16 26/14 30/4 30/19 32/9 32/10 32/17 32/21 32/24 33/9 33/16 33/22
hearings [4] 5/18 21/3 28/8 30/6
heavier [11] 22/8 23/23 24/2 24/4 24/8 24/9 24/11 24/18 31/21 31/22 31/23
held [1] 17/16
help [1] 11/6
helpful [4] 13/7 22/10 22/16 26/15
HERBERT [2] 2/9 4/4
here [39] 3/21 5/4 6/6 6/11 6/13 7/9 8/18 10/3 11/25 12/7 13/15 14/8 14/15 14/22 15/7 15/22 16/15 17/13 17/14 17/25 19/9 22/13 22/16 22/19 22/23 23/15 23/17 26/12 26/20 27/6 28/10 28/20 31/14 31/18 31/19 32/20 37/22 41/5 44/6
hereby [1] 44/17
Highway [1] 1/20
him [1] 12/24
himself [1] 3/22
his [1] 12/23
hold [1] 41/22
holder [1] 10/1
Hollander [1] 22/21
hollow [1] 23/2
hone [1] 26/20
Honor [66]
Honor's [4] 7/21 8/10 11/1 13/11
HONORABLE [1] 1/14
hope [1] 9/1
hopefully [3] 10/24 30/17 42/12
how [10] 5/25 7/19 16/21 27/20 33/7 34/8 36/19 36/19 40/7 40/13
however [2] 11/21 18/21
hundreds [1] 32/8

I

I'll [10] 5/1 9/5 18/4 20/18 20/23 34/2 34/6 34/23 38/21 41/20
I'm [27] 5/10 5/19 7/10 9/5 14/25 15/6 17/23 17/24 19/8 21/23 23/4 23/25 24/20 30/10 33/2 33/23 34/18 34/19 38/5 38/10 38/12 38/19 41/9 41/21 42/7 43/21 44/10
idea [3] 20/10 28/9 38/21
identical [3] 36/7 36/19 36/22
identify [1] 10/16
Illinois [2] 2/7 14/7
imagine [1] 12/2
immediately [1] 33/18
impact [2] 40/7 40/9
importation [2] 10/5 11/14
imported [2] 8/23 10/3
impossible [1] 26/1
INC [3] 1/6 1/9 3/4
inclined [3] 19/18 34/18 34/19
include [1] 3/5
included [1] 8/25
includes [1] 27/17
including [1] 8/4
indefinitely [1] 8/12
indemnitor [1] 11/4
independent [1] 36/2
indicate [2] 11/17 39/11
indicated [1] 20/20
indicating [1] 8/22
individual [2] 7/6 38/22
individually [1] 13/3
INDUSTRIES [1] 1/9
information [1] 10/16
infringe [2] 10/4 36/19
infringement [6] 25/25 28/13 28/13 29/13 36/5 36/9
infringements [2] 10/6 12/5
infringers [3] 10/25 12/5 12/21
infringing [1] 10/14
initial [3] 5/7 29/13 29/14
initially [2] 7/20 21/18
instance [2] 3/4 38/6
instant [1] 16/5
intention [2] 43/20 44/1
interconnected [3] 6/23 26/22 29/5
interconnectedness [1] 34/5
interest [1] 8/18

I

interesting [1] 26/5
interpret [1] 40/17
interpretation [2] 23/13 24/17
interrogatories [1] 35/4
introduce [1] 3/22
introduced [1] 4/17
invalidity [8] 5/10 19/16 19/20 20/11 37/6 37/16 38/4 38/15
invite [2] 33/24 34/22
involved [1] 18/10
involving [3] 4/25 10/24 11/22
IP [2] 1/19 3/12
IRA [1] 1/19
is [164]
isn't [2] 18/11 29/1
isolate [3] 27/13 29/15 30/7
isolation [3] 31/24 32/5 32/6
issue [18] 14/13 14/14 14/20 17/9 19/15 20/10 20/18 25/14 34/22 37/1 37/4 37/20 38/23 39/2 42/15 43/11 43/15 44/9
issues [30] 5/10 6/12 7/4 7/18 8/6 8/13 9/4 9/23 13/12 15/5 19/11 20/1 20/2 20/3 20/15 20/17 21/8 21/19 27/9 28/3 34/25 35/19 36/1 36/16 37/6 37/9 37/18 38/7 38/9 38/22
it [107]
it's [5] 5/1 7/16 31/25 32/19 38/10
its [4] 8/18 8/19 11/13 43/15

J

JAMES [1] 2/11
Jamie [1] 4/8
JEROLD [2] 1/19 3/11
Jersey [1] 2/13
JOEL [5] 1/18 3/11 6/4 21/25 42/15
JOHN [4] 2/10 4/5 35/24 41/9
joint [2] 7/5 15/21
JONATHAN [2] 2/5 3/24
JOSEPH [2] 2/11 4/7
JR [1] 2/10
JUDGE [5] 1/15 16/18 17/5 18/25 20/1
judgment [1] 30/5
judicial [1] 6/14
jurisdiction [8] 5/13 5/14 11/13 11/19 13/17 13/24 17/16 18/11
jurisdictional [2] 17/11 34/22
jury [7] 20/14 37/9 37/14 37/25 38/9 38/16 38/17
just [22] 3/11 5/15 6/2 6/15 6/17 6/19 9/8 11/22 16/10 17/9 19/8 20/6 21/17 23/11 25/5 27/14 35/8 37/6 39/16 40/5 41/13 42/14
justify [1] 8/9

K

K-mart [1] 4/25
keep [2] 10/25 20/13
key [1] 22/4
KIM [5] 2/10 4/5 20/18 20/23 21/17
kind [2] 38/10 42/5
kinds [2] 41/21 42/6
know [27] 5/12 11/2 13/10 14/6 15/6 16/18 18/14 18/19 22/5 25/4 25/13 29/12 29/18 29/19 29/21 30/3 32/1 32/7 33/3 33/14 36/14 37/22 40/20 41/7 41/9 41/24 42/15
knowing [1] 19/10
knowledge [3] 12/18 40/25 41/10
KRUPPA [3] 2/15 4/11 4/11

L

lack [3] 5/13 13/16 17/15
large [1] 6/6
LAROSE [23] 1/9 2/9 4/5 10/10 20/20 20/22 21/23 23/16 24/20 25/3 25/6 25/19 26/10 27/16 27/21 31/10 31/24 32/13 33/14 37/19 37/19 39/6 40/3
Larose's [3] 24/25 25/5 31/17
last [4] 15/18 16/2 23/22 37/12
later [3] 14/22 16/17 18/5
Lauderdale [1] 2/4
law [10] 1/19 3/12 12/19 13/21 13/22 22/19 27/11 40/11 40/16 40/16
lawsuits [1] 40/23
lawyers [4] 6/6 41/3 41/5 42/11
lead [1] 3/4
LEADING [6] 1/6 3/4 3/13 9/19 14/16 14/18
learn [1] 9/12
least [13] 5/6 5/12 7/9 16/9 22/7 23/6 23/7 25/8 26/14 37/16 38/6 40/3 40/4
leave [1] 10/22
LEDs [1] 6/20
legal [1] 7/18
less [1] 27/7
let [8] 3/22 5/3 6/2 9/4 14/23 20/18 20/23 41/19
let's [10] 3/8 4/18 5/15 5/25 9/15 26/24 27/13 29/12 29/13 37/5
license [7] 7/8 7/11 7/14 9/22 12/17 13/5 39/9
licensed [2] 12/17 13/6
licensees [1] 9/24
lighter [2] 24/8 24/9
like [17] 5/21 9/8 9/18 10/9 10/10 12/9 18/4 25/9 25/17 25/19 25/21 27/22 30/17 31/15 32/21 38/7 42/11
limit [2] 42/22 42/25
limitations [2] 35/2 41/25
limited [7] 8/12 21/11 35/8 35/16 42/18 42/24 43/4
liquid [11] 23/8 24/4 24/9 24/9 24/11 24/15 24/21 24/23 25/9 31/11 31/12
liquids [3] 24/19 24/22 31/1
little [7] 5/15 13/9 18/4 23/12 23/16 36/21 43/16
LLC [1] 1/9
LLP [3] 2/6 2/12 2/16
long [3] 33/7 34/8 41/22
longer [2] 9/21 12/17
look [7] 18/5 22/6 23/8 30/7 30/9 43/6 43/18
looked [5] 7/20 19/10 21/4 21/5 21/7
looking [4] 6/19 20/2 20/5 44/10
looks [2] 9/7 42/11
lose [1] 27/23
lot [2] 9/10 27/15
Louis [1] 15/12
loves [1] 22/22

M

made [6] 8/3 12/25 16/13 17/18 20/12 29/24
make [16] 8/23 16/19 16/23 19/21 25/22 25/23 26/9 27/2 27/11 27/15 28/11 29/1 29/15 31/11 39/7 40/6
makes [4] 5/20 6/11 29/19 30/19
making [1] 16/16
management [1] 7/5
manufactured [1] 9/16
manufacturer [4] 7/8 9/20 11/23 12/11
manufacturers [4] 9/9 10/2 10/16 11/23
manufacturing [1] 12/1
many [8] 8/3 8/24 9/2 9/11 10/8 12/3 19/11 39/14
markets [1] 21/25
Markman [26] 5/18 20/17 20/19 20/22 21/2 21/9 21/10 21/14 21/16 21/18 26/14 27/12 30/4 30/6 32/9 32/10 32/17 32/21 32/23 33/8 33/10 33/16 33/17 33/22 34/21 44/9
mart [9] 1/9 3/6 4/4 4/25 10/9 20/21 25/6 39/6 40/3
MATT [2] 2/2 3/18
matter [3] 12/8 16/3 44/19
matters [1] 16/4
may [17] 10/18 10/20 11/18 13/21 14/9 18/4 22/9 22/10 22/17 23/20 23/25 23/25 29/3 30/21 31/9 34/21 38/20
maybe [6] 7/9 10/24 22/16 30/9 30/9 30/10
me [23] 4/5 5/3 5/4 5/15 5/25 9/4 14/23 16/19 22/14 27/25 30/15 33/6 34/1 34/2 37/8 38/13 38/24 41/4 41/18 41/19 42/4 42/10 44/9
mean [5] 17/19 23/14 26/6 31/7 43/5
means [2] 24/15 31/22
measures [1] 12/4
mention [2] 14/1 43/12
mentioned [4] 7/5 13/15 16/10 17/7
MIAMI [4] 1/3 2/18 2/21 2/21
middle [1] 23/22
MIDDLEBROOKS [2] 1/3 1/14
Midwest [10] 3/7 3/21 13/16 14/4 14/9 17/8 17/9 17/13 18/7 18/9
might [5] 5/19 17/10 20/23 21/18 38/24
miller [4] 2/20 2/22 44/20 44/21
mineral [3] 23/11 23/11 23/12
mini [1] 21/10
minimize [2] 8/13 38/17
minute [1] 23/3
misimpressions [1] 16/14
Missouri [2] 15/10 15/11
misunderstanding [2] 15/23 15/24
mix [1] 24/10
money [1] 28/5
month [2] 33/13 33/13
months [5] 8/2 17/22 32/13 32/19 33/13
more [6] 5/21 6/7 6/17 7/10 9/18 18/5
morning [14] 3/2 3/14 3/15 3/18 3/24 4/2 4/3 4/10 4/11 4/14 4/15 17/5 17/6 21/22
most [3] 8/9 9/7 9/8
motion [15] 5/12 13/16 13/20 15/2 15/9 15/9 17/18 19/2 25/21 25/23 26/4 29/21 41/17 42/5 44/8
move [4] 33/21 34/21 38/20 42/12
moving [1] 6/2
MR [11] 3/24 4/11 35/24 39/5 40/9 40/22 40/25 41/4 41/6 41/9 41/13
Mr. [10] 7/7 9/22 12/3 13/3 15/13 20/18 20/23 21/17 39/17 42/16
Mr. Chen [5] 7/7 9/22 12/3 13/3 15/13
Mr. Kim [3] 20/18 20/23 21/17
Mr. Rothman [2] 39/17 42/16
much [3] 11/2 20/25 38/12

M

multiple [3] 20/14 36/10 39/21
music [1] 6/20
musical [2] 22/3 23/2
my [21] 3/22 4/5 4/13 7/8 9/18 9/19 12/14 12/21 13/19 13/20 22/18 25/17 34/6 37/3 37/9 37/12 37/14 40/25 41/10 43/20 44/1
mystery [2] 6/24 7/16

N

name [2] 11/3 22/21
named [1] 10/12
nature [1] 20/4
near [1] 14/10
necessarily [3] 17/23 31/7 40/18
necessary [6] 18/13 27/4 27/17 28/25 29/16 41/18
necessity [1] 8/14
need [14] 5/16 8/5 14/6 18/13 21/2 26/18 29/25 32/1 33/3 33/3 35/22 37/12 37/24 39/4
needs [1] 37/21
NELLES [2] 2/2 3/18
never [2] 13/4 16/18
New [2] 2/13 37/11
no [14] 1/3 6/24 9/21 12/17 13/4 14/5 16/14 18/9 28/9 36/22 37/1 42/21 42/23 42/25
non [1] 13/5
non-Atake [1] 13/5
none [1] 13/5
nonjury [1] 38/7
normal [1] 27/10
North [1] 2/6
Northern [1] 14/6
not [72]
notice [1] 39/21
NOVELTY [3] 1/6 3/4 3/13
November [1] 5/7
now [10] 10/8 12/5 14/20 20/5 23/11 24/20 28/6 31/17 35/20 38/24
nozzle [1] 23/24
nozzles [2] 29/6 29/7
number [10] 5/1 8/22 11/20 21/11 24/4 24/6 35/7 35/15 35/17 43/4

O

obviously [3] 26/10 33/19 37/12
occur [2] 7/23 20/11
occurs [1] 13/23
off [1] 37/11
office [3] 11/10 25/17 39/24
Official [2] 2/20 44/21
oil [3] 23/11 23/11 23/12
okay [12] 4/10 4/16 4/18 5/3 13/9 17/2 27/6 33/23 39/4 41/11 41/15 44/11
once [2] 26/19 28/3
one [41] 2/3 2/6 4/19 5/12 7/7 7/9 9/18 9/21 13/15 20/7 21/11 22/14 22/18 23/1 23/1 24/1 24/5 24/6 24/21 24/23 25/9 27/3 28/16 30/23 30/23 31/3 32/22 35/21 36/5 36/11 37/17 37/17 37/23 38/6 38/16 38/19 39/3 39/12 39/14 42/15 43/2
onerous [1] 43/7
ones [4] 5/19 11/22 19/9 22/23
only [13] 12/10 15/13 24/21 24/23 25/9 26/21 27/25 31/2 31/15 32/18 37/23 39/2 43/11
open [3] 25/16 33/2 33/23
opposed [1] 27/13
order [10] 7/21 14/11 18/17 27/5 34/10 43/12 43/14 43/18 44/3 44/6
ordered [1] 17/14
orders [1] 14/20
other [32] 7/4 7/9 9/2 9/23 10/1 10/14 10/19 10/24 11/13 11/23 13/12 15/9 18/23 20/15 22/5 23/18 26/11 27/1 28/23 29/9 30/14 33/8 33/21 34/25 34/25 35/18 35/19 36/12 37/17 41/23 42/10 43/11
others' [1] 21/6
ought [1] 5/9
our [14] 4/7 15/6 18/6 20/12 20/20 21/25 24/23 26/6 26/9 29/23 30/23 32/13 34/12 42/9
out [24] 4/18 5/23 8/1 8/13 11/24 14/12 16/8 16/12 16/13 26/24 28/21 28/22 28/22 29/12 29/15 30/11 32/5 32/5 33/24 35/21 37/1 43/22 44/3 44/7
over [3] 11/25 11/25 16/2
own [2] 25/17 43/15
owned [2] 13/3 40/4
owner [2] 13/4 39/25

P

P-R-O-C-E-E-D-I-N-G-S [1] 3/1
page [6] 15/25 16/2 16/3 23/1 23/20 33/25
Pages [1] 1/10
PALM [2] 1/7 44/23
papers [1] 42/1
Park [2] 2/13 2/13
part [5] 15/24 22/24 22/24 34/21 38/7
parte [1] 15/6
parter [1] 4/13
participate [1] 41/22
participated [1] 40/21
particularly [2] 17/20 38/16
parties [12] 5/24 7/20 8/4 8/10 15/22 16/9 16/15 20/2 27/16 28/17 32/7 35/12
parties' [1] 19/14
parts [4] 6/23 26/23 26/25 29/3
party [1] 40/13
patent [44] 3/3 6/18 6/22 6/22 7/2 7/6 7/15 9/17 10/1 10/6 12/16 12/19 12/20 12/22 12/23 13/2 13/3 13/6 15/14 20/15 21/24 22/1 22/6 22/13 22/22 24/1 24/2 24/8 24/20 24/22 26/21 26/22 27/1 27/24 28/21 28/22 29/3 29/4 31/24 37/20 39/8 39/24 40/5 42/10
patents [8] 9/24 12/13 12/15 12/16 13/2 39/23 39/25 40/4
Patton [2] 2/16 4/13
pending [1] 33/20
people [5] 3/9 5/18 5/22 17/21 30/5
per [2] 8/24 35/10
per-unit [1] 8/24
percent [2] 31/7 31/19
perhaps [1] 18/24
period [1] 8/12
personal [7] 5/13 5/13 11/12 11/19 13/16 13/24 17/15
personally [1] 25/15
persuasive [1] 38/24
pertain [1] 39/9
phase [1] 20/16
phone [4] 3/9 4/7 4/16 6/7
picking [2] 32/4 32/5
picture [3] 15/8 19/8 23/9
Plaintiff [25] 3/4 5/4 5/25 6/25 7/6 7/7 7/12 7/22 8/5 8/16 10/4 10/5 14/10 15/4 18/12 19/17 21/6 22/9 23/13 27/2 27/15 33/5 34/13 35/8 42/13
Plaintiffs [6] 1/7 1/18 3/10 3/12 16/3 33/25
Plaintiffs' [13] 7/3 17/10 22/24 23/8 24/17 30/18 30/21 31/1 31/9 31/13 32/4 35/15 39/19
plan [2] 15/22 16/6
platform [1] 29/8
play [1] 5/24
plays [1] 6/20
Plaza [1] 2/3
please [2] 3/2 22/17
pleases [1] 39/7
point [17] 7/7 7/16 11/9 14/15 15/1 25/5 36/14 36/25 36/25 37/3 37/10 37/15 38/12 38/19 40/2 40/6 43/13
points [1] 23/10
portion [1] 29/8
position [16] 13/20 20/12 22/13 23/8 25/3 25/5 25/6 25/8 25/12 30/16 30/18 30/18 31/17 32/14 34/12 39/17
positions [3] 33/6 34/2 38/4
possible [2] 18/2 19/12
potential [2] 10/24 13/23
potentially [1] 36/13
precedent [2] 29/18 32/16
preclude [1] 30/3
prefatory [1] 39/8
prefer [2] 14/7 36/15
preference [1] 33/19
prejudiced [1] 36/13
preliminary [2] 29/14 33/9
prepare [1] 43/14
pretrial [1] 7/23
pretty [4] 9/11 11/2 20/25 34/9
previously [1] 9/23
principally [1] 9/16
principles [1] 27/3
prior [2] 7/23 20/3
Pro [1] 4/6
probably [11] 4/19 4/24 14/22 17/19 17/24 18/1 19/18 32/12 34/6 34/13 34/14
problem [2] 28/6 35/22
proceed [7] 7/19 14/7 16/21 26/1 27/20 32/17 33/22
proceeding [1] 42/6
proceedings [4] 40/21 40/22 44/14 44/18
process [3] 18/10 26/17 27/10
producing [1] 40/15
product [20] 6/18 6/22 7/3 7/8 9/8 9/20 12/15 15/14 15/16 21/5 21/25 24/20 24/21 24/23 25/2 29/2 31/10 31/13 31/14 33/4
production [3] 35/5 42/17 42/22
products [19] 7/2 9/15 10/3 10/14 10/19 20/25 21/6 21/7 25/8 25/16 25/17 26/22 30/12 36/3 36/5 36/6 36/19 38/25 39/2
progress [2] 38/20 44/2
promote [1] 6/14
proper [1] 27/25
properly [1] 26/11
proposal [1] 19/17
propose [3] 7/22 34/12 43/18

P

proposed [7] 8/1 20/14 20/21 26/9 29/23 35/3 35/5
proposing [1] 33/11
prospect [1] 5/19
provide [6] 8/21 10/11 18/14 22/10 39/20 43/6
provided [2] 26/6 41/2
pull [2] 26/24 28/20
purchased [2] 9/19 9/19
purchasers [1] 7/13
purpose [2] 12/22 28/1
purposes [5] 6/10 6/16 12/21 16/5 41/14
pursue [1] 12/5
pursuing [1] 12/21
push [1] 19/3
put [4] 18/19 26/7 26/8 36/20

Q

question [6] 9/13 11/6 25/11 30/24 33/9 39/23
questionable [1] 40/4
questions [1] 13/11
quickly [2] 9/4 18/17
quite [2] 18/17 25/19

R

raise [1] 8/7
raised [8] 7/4 19/15 19/17 20/6 20/16 20/18 42/16 42/16
RALPH [3] 2/10 4/5 39/5
ran [1] 39/15
rather [4] 19/20 21/13 35/16 38/15
Raton [1] 1/20
reaction [1] 34/6
read [2] 5/6 22/3
real [1] 41/24
really [11] 5/16 21/24 22/1 24/2 24/22 30/24 32/5 36/14 38/11 38/22 38/25
reason [9] 8/11 16/23 17/20 24/16 25/1 30/6 36/23 42/21 42/23
reasonable [3] 8/19 8/25 43/9
reassignment [1] 39/22
recited [1] 31/2
recites [1] 23/1
record [1] 39/16
refer [1] 22/25
reference [1] 24/6
referenced [1] 24/5
referred [1] 9/17
reflect [1] 39/24
regard [5] 15/21 18/6 20/19 40/3 40/14
regarding [2] 35/2 36/24
relate [1] 12/15
related [3] 22/5 23/19 30/22
relates [4] 6/18 9/23 13/1 14/16
relevant [1] 39/14
remarkable [1] 6/7
remember [1] 7/10
render [1] 25/25
repeatedly [1] 39/19
report [4] 7/5 15/21 16/6 20/20
Reported [1] 2/20
Reporter [2] 2/20 44/21
reports [1] 16/1
represent [2] 17/7 41/1
representation [4] 16/16 21/6 31/11 36/3
representative [1] 14/11
representatives [1] 11/11
represented [1] 16/15
representing [4] 3/25 4/4 4/12 39/5
request [7] 17/16 35/10 35/12 35/13 35/15 37/5 42/17
requesting [1] 14/10
requests [10] 18/16 35/4 35/8 35/15 35/17 42/21 42/22 42/23 43/3 43/4
require [1] 24/14
required [2] 12/4 26/7
requirement [3] 11/13 12/20 42/25
requirements [1] 27/12
requires [4] 24/18 24/22 30/24 31/3
rescheduled [1] 17/17
resolution [3] 6/15 10/21 34/5
resolve [7] 5/11 10/22 10/23 11/20 11/21 11/22 14/13
respect [13] 8/16 14/9 14/24 15/2 15/21 19/15 20/2 20/17 20/22 35/3 35/4 36/1 36/2
responded [1] 29/25
response [2] 15/6 18/8
responses [1] 18/16
result [1] 10/4
retailer [5] 10/9 10/12 10/19 11/3 11/5
retailers [1] 9/11
reversion [1] 39/22
review [2] 13/20 29/14
reviewed [1] 7/25
right [13] 4/23 19/7 21/21 23/5 26/13 28/4 28/6 28/18 34/15 35/20 40/24 44/3 44/8
RMR [2] 2/20 44/21
road [1] 21/18
rocket [1] 32/1
Room [2] 2/21 44/22
ROTHMAN [7] 1/18 1/19 3/11 3/12 6/4 39/17 42/16
Rothschild [1] 32/18
round [1] 29/14
row [1] 23/22
royalty [1] 8/25
Rule [1] 6/16
ruled [1] 32/15
rules [3] 42/22 43/1 43/5
rush [1] 16/12
rushed [1] 43/16
RUSSELL [1] 2/15
RYERSON [2] 2/11 4/8

S

said [5] 12/9 23/23 30/2 37/16 39/18
Salami [1] 13/22
sale [1] 10/7
same [15] 10/18 15/14 17/16 19/22 20/25 21/1 21/8 21/16 25/2 25/8 25/12 33/25 37/18 39/2 44/2
sample [1] 22/1
satisfy [1] 11/12
save [2] 21/18 28/4
saw [2] 42/21 42/23
say [6] 5/8 15/25 16/17 29/20 33/3 33/24
saying [5] 16/20 25/24 27/21 30/8 31/7
says [6] 23/1 23/7 23/22 24/17 32/4 40/22
schedule [16] 7/22 8/1 8/12 17/17 18/13 18/21 19/3 27/17 27/19 28/2 33/14 33/15 34/3 40/8 43/23 44/2
scheduling [9] 1/14 4/21 7/21 15/21 16/1 17/14 28/10 33/8 34/25
SCHNEIDER [4] 1/19 1/19 3/12 3/12
science [1] 32/1
seal [1] 42/7
sealed [1] 42/5
search [1] 39/23
seated [2] 3/2 22/19
second [1] 16/2
Secondly [1] 14/14
section [2] 16/5 20/4
see [11] 6/1 16/5 25/17 31/6 31/14 31/16 33/5 33/11 38/3 39/3 43/10
seem [2] 5/7 38/23
seemed [1] 38/6
seems [2] 15/1 37/8
seen [2] 10/15 40/18
SELITTO [11] 2/10 4/6 39/5 39/5 40/9 40/22 40/25 41/4 41/6 41/9 41/13
sell [2] 9/8 9/11
selling [1] 15/17
sense [11] 6/11 8/3 16/24 19/21 20/12 27/2 27/15 28/11 29/1 29/19 30/19
separate [12] 19/20 24/14 24/19 24/19 24/22 30/25 31/2 35/7 35/22 36/15 37/24 38/23
separately [2] 26/25 37/21
serve [1] 42/20
served [1] 35/6
set [12] 4/20 5/6 7/24 8/1 8/2 14/21 18/22 35/5 35/13 35/22 38/19 43/2
setting [1] 14/21
settle [3] 6/1 8/19 8/19
settlement [2] 8/16 14/25
settlements [2] 4/22 8/24
settling [2] 14/15 34/19
sever [1] 38/21
several [3] 3/3 10/11 28/21
shape [1] 16/25
shifting [1] 13/23
shoes [1] 18/19
shooting [3] 24/2 24/8 24/11
shoots [1] 6/19
short [2] 18/17 34/10
should [8] 5/16 6/2 6/2 27/9 30/11 32/6 32/7 42/24
showing [3] 39/20 42/7 43/25
sides' [1] 30/15
significant [3] 34/6 38/4 38/7
similar [9] 6/12 7/3 8/8 21/8 25/13 31/12 32/19 36/4 36/6
similarly [1] 35/12
simple [1] 31/25
simply [1] 11/19
since [1] 42/21
single [6] 28/12 28/12 30/23 31/3 35/5 35/13
sit [1] 36/12
situation [6] 11/16 12/2 12/12 13/22 19/25 38/10
situations [1] 8/10
six [3] 4/19 5/16 36/6
slight [1] 15/23
slightly [2] 14/22 15/6
small [1] 31/7
smaller [1] 36/21
so [55]

S

sold [1] 8/23
some [25] 3/9 5/7 5/9 5/18 5/22 5/23 6/13 7/5 10/18 12/8 22/10 22/15 22/23 29/15 30/6 34/18 36/4 36/21 36/21 36/21 36/22 39/7 41/17 42/10 42/11
somebody [1] 40/15
something [9] 5/4 8/8 14/2 21/24 25/3 30/13 30/15 33/6 44/10
Sometimes [1] 30/5
somewhat [2] 15/14 15/15
Sony [3] 32/18 32/18 32/24
sorry [4] 23/4 23/25 24/20 38/5
sort [1] 20/13
sought [1] 16/5
sounds [3] 18/4 25/19 25/21
South [1] 2/17
SOUTHERN [1] 1/2
spare [1] 38/8
speak [2] 20/18 37/10
speakers [1] 6/21
speaking [2] 21/23 40/23
specific [4] 31/25 36/1 36/4 37/20
specifically [1] 10/16
specified [2] 29/4 29/4
Spectra [6] 2/2 3/19 4/1 10/10 17/8 35/25
speedy [1] 6/15
spend [2] 32/7 38/18
Spire [1] 4/13
spoke [1] 7/25
spray [1] 29/7
Squire [1] 2/16
St [1] 15/12
stage [1] 28/23
staging [1] 30/4
standards [1] 40/19
standing [1] 5/22
standpoint [5] 18/6 19/10 19/13 19/14 40/5
start [3] 5/15 5/25 6/2
starting [2] 5/4 33/18
State [1] 14/5
STATES [7] 1/2 1/15 2/20 11/11 11/11 11/13 44/22
stay [2] 33/20 34/19
stays [1] 19/4
step [2] 6/17 30/13
steps [1] 29/4
Steve [1] 4/13
STEVEN [1] 2/16
still [3] 5/22 27/23 36/4
stop [1] 9/5
STORES [1] 1/9
straightforward [2] 6/23 29/3
streams [1] 24/7
Street [1] 44/22
STROEVER [2] 2/12 4/8
strong [1] 42/7
stuck [1] 35/21
subject [3] 28/16 28/17 33/15
submission [1] 27/18
submit [2] 29/13 44/4
submitted [2] 15/22 22/25
subsequent [2] 11/14 28/24
substantially [1] 7/3
such [1] 42/25
sue [3] 11/21 14/4 14/6
sufficiency [2] 15/3 15/4
sufficient [1] 11/12
sufficiently [1] 6/12
suggest [3] 16/24 17/21 30/14
suggested [2] 26/20 27/13
suggesting [2] 29/11 30/3
suggests [2] 16/7 16/8
suing [1] 11/7
Suite [4] 1/23 2/4 2/7 2/17
summary [1] 30/5
supplier [1] 10/13
suppliers [1] 10/14
sure [6] 5/10 9/5 13/13 14/25 22/18 40/13
surprised [1] 9/12
susceptible [2] 19/24 37/25
suspect [1] 20/16
suspected [1] 17/10
system [1] 31/23

T

table [1] 12/7
take [10] 6/17 11/7 12/4 14/10 18/16 27/22 29/12 29/15 30/13 33/7
taking [3] 13/20 23/13 39/17
talk [8] 5/18 18/23 19/8 30/14 33/5 33/25 41/16 42/8
talked [1] 16/19
talking [7] 9/5 19/24 23/3 26/16 28/10 28/19 40/8
tank [16] 22/2 22/3 22/7 23/2 23/6 23/9 23/12 23/15 23/17 24/3 24/5 24/12 29/6 29/6 31/18 31/19
Target [8] 2/2 3/6 3/19 3/23 3/25 10/9 17/7 35/25
Target's [1] 25/10
telephone [1] 4/12
tell [12] 5/4 5/15 5/25 22/14 33/6 34/1 34/2 38/12 41/18 41/19 43/22 44/9
ten [10] 5/16 17/22 34/13 34/17 35/9 35/10 35/16 42/18 42/20 42/24
term [9] 14/10 23/14 23/18 23/19 28/16 30/7 31/19 31/25 39/15
terminated [3] 7/11 12/3 39/18
termination [1] 39/21
terms [32] 6/22 7/1 7/17 7/18 8/20 19/9 20/9 20/22 21/1 21/11 21/12 21/13 21/16 22/4 22/6 24/13 26/14 26/17 27/1 27/22 28/21 28/23 29/15 30/22 32/22 32/23 33/10 34/5 34/25 36/19 38/4 42/8
testifying [1] 32/2
than [10] 8/2 11/13 14/23 15/16 19/20 21/13 27/7 35/16 35/18 38/16
thank [10] 13/8 13/14 15/20 17/3 17/4 23/5 33/1 34/7 44/12 44/13
Thanks [1] 44/11
that [301]
that's [26] 3/19 4/9 9/17 11/5 13/1 13/15 14/25 16/19 20/14 23/9 23/9 23/14 23/15 24/5 24/25 25/3 27/6 28/19 29/25 30/2 30/7 36/15 41/13 43/2 43/5 43/13
their [13] 8/1 10/6 13/20 13/21 14/12 15/20 16/25 17/15 17/18 18/20 22/9 25/17 41/2
them [20] 4/21 5/22 9/8 9/9 9/22 11/21 12/1 12/9 14/6 14/21 14/25 17/25 18/2 20/7 25/3 25/18 26/12 29/15 37/10 44/1
then [21] 9/4 14/5 16/2 18/16 23/18 25/17 26/12 26/17 28/10 28/24 29/16 30/20 32/22 32/23 33/5 33/6 34/13 37/1 37/15 38/21 42/20
theory [2] 39/8 40/5
there [68]
there's [1] 37/1
therefore [1] 7/14
these [31] 4/18 6/15 8/13 9/2 9/7 9/10 9/11 10/6 10/8 11/2 11/24 14/23 15/22 16/24 17/22 17/25 20/25 22/17 24/13 26/14 27/9 28/3 29/15 29/19 29/25 32/4 33/10 39/21 40/17 43/15 43/20
they [56]
thing [1] 15/18
things [7] 5/21 18/1 29/9 38/20 42/6 44/7 44/10
think [42] 4/21 5/5 5/7 5/9 5/23 6/5 7/16 7/18 8/8 9/10 13/19 15/11 16/15 16/22 19/5 19/18 20/8 20/10 21/5 21/12 21/15 22/7 23/15 24/3 25/11 26/3 26/16 30/10 31/20 32/2 33/7 33/8 33/12 33/16 34/4 34/8 34/9 35/1 36/17 39/18 40/2 40/9
this [73]
Thornburg [2] 2/6 3/25
thorough [1] 12/18
those [28] 3/8 5/3 10/12 10/16 12/4 12/6 12/16 14/20 15/4 16/14 16/21 16/23 19/23 20/6 21/19 27/14 27/23 28/15 28/22 32/23 35/8 37/8 38/8 38/9 39/25 41/21 41/23 42/6
though [5] 11/17 15/13 15/19 29/12 31/1
thought [3] 16/7 21/10 21/17
thousands [1] 32/8
three [6] 4/19 4/22 8/1 12/14 21/11 26/17
through [11] 6/21 18/10 18/17 18/20 19/2 21/13 24/2 27/10 32/7 32/8 39/15
thus [1] 6/24
TigerDirect [1] 3/7
tilt [1] 31/15
tilted [1] 23/9
time [13] 5/7 8/5 8/12 8/15 9/21 17/21 19/22 20/7 21/18 28/5 38/17 40/2 43/23
times [2] 5/20 12/16
tiny [1] 23/12
title [1] 22/3
today [8] 4/24 7/9 17/13 30/10 39/4 39/24 40/8 44/5
together [11] 19/6 24/10 27/4 29/10 30/9 36/12 36/20 36/23 37/6 37/9 41/19
told [2] 16/18 38/13
tomorrow [1] 15/5
too [1] 22/23
towards [2] 23/20 38/21
Trading [2] 3/7 3/21
TRANSCRIPT [1] 1/14
transcription [1] 44/18
transfer [1] 15/9
translations [2] 39/13 40/18
Traurig [2] 2/12 4/4
tremendous [1] 15/19
tremendously [1] 15/15
trial [24] 5/6 5/9 8/1 14/21 19/16 19/24 20/9 20/12 35/21 36/5 37/7 37/9 37/14 37/17 37/18 37/24 38/15 38/16 38/19 38/21 39/3 41/20 42/1 43/21
trials [4] 19/21 20/14 35/23 36/15
tried [3] 22/13 36/23 37/21
try [4] 6/3 13/10 17/22 41/17
TSAN [4] 1/6 3/13 14/17 14/18

T

TSAN-YAO [4] 1/6 3/13 14/17 14/18
turn [1] 16/2
turns [3] 16/8 16/13 36/25
two [25] 4/19 10/9 16/10 17/25 21/11 22/4 22/6 24/13 24/14 24/18 24/19 24/22 28/7 28/8 30/22 30/25 31/2 32/22 33/6 33/13 39/12 39/22 43/21 44/7 44/9

U

U.S [7] 10/2 10/2 12/15 13/2 13/3 13/6 41/2
ultimately [1] 18/11
under [10] 6/15 8/22 9/24 12/23 13/6 13/22 26/1 27/12 29/19 43/1
underlying [1] 39/9
understand [12] 3/9 11/16 12/19 17/20 18/18 18/19 26/2 27/5 27/21 29/11 33/20 36/24
understanding [3] 13/19 15/19 37/3
understands [1] 25/20
understood [4] 11/5 19/5 31/4 43/24
unique [1] 25/3
unit [1] 8/24
UNITED [7] 1/2 1/15 2/20 11/10 11/11 11/13 44/22
units [1] 8/23
unlikely [1] 42/7
unlimited [3] 35/7 35/14 35/17
unnecessarily [1] 10/25
unrelated [1] 10/1
until [1] 30/5
up [8] 16/22 18/22 21/8 24/18 28/7 28/7 34/21 38/16
upon [4] 7/21 12/23 13/19 27/11
upside [1] 23/10
upward [1] 23/23
urge [1] 18/23
URY [2] 1/22 3/17
us [8] 8/3 8/21 13/17 21/5 39/20 41/2 42/15 43/14
using [1] 8/14

V

valid [1] 14/4
validity [2] 19/22 20/3
valuable [1] 8/14
various [1] 12/16
vein [1] 23/22
Venetian [1] 13/22
versus [1] 14/19
very [17] 12/18 14/10 16/1 16/1 18/12 21/7 21/11 23/13 31/12 31/25 31/25 32/3 32/19 32/25 38/12 38/23 40/3
Vice [1] 4/6
view [2] 10/13 30/23
vision [1] 31/1
volume [1] 27/8

W

Wacker [1] 2/6
wait [2] 23/3 30/5
waiting [1] 18/15
waive [2] 37/14 37/15
waived [1] 37/9
WAL [8] 1/9 3/6 4/4 10/9 20/21 25/6 39/6 40/3
WAL-MART [8] 1/9 3/6 4/4 10/9 20/21 25/6 39/6 40/3
Walmart [1] 2/9
want [27] 5/8 9/5 13/10 14/14 15/7 15/18 15/23 16/19 16/24 17/10 17/21 19/3 19/11 28/20 30/6 30/13 38/17 39/7 39/11 39/16 42/8 42/14 43/6 43/9 43/14 43/17 44/5
wanted [8] 14/1 17/9 26/9 32/17 40/6 41/13 42/18 42/19
wanting [2] 18/19 28/20
wants [1] 33/21
was [24] 7/11 10/5 12/25 13/7 13/21 15/19 15/19 15/23 16/7 16/13 19/12 19/16 20/8 20/10 21/10 32/18 32/25 34/8 35/4 37/5 38/14 40/2 42/19 43/11
wasn't [1] 16/14
water [4] 6/20 22/2 22/3 23/2
way [4] 16/25 24/7 29/1 30/1
we [173]
week [2] 34/13 37/12
weight [1] 29/7
welcome [1] 25/18
well [22] 5/24 6/13 8/18 10/6 11/9 12/14 18/23 20/16 20/18 25/10 25/24 26/5 28/4 30/2 31/4 33/2 36/2 37/5 37/16 41/11 42/12 43/5
were [17] 8/4 9/23 12/3 12/16 14/22 16/12 16/20 19/18 20/10 20/25 26/11 29/5 34/24 35/1 38/7 39/17 43/15
weren't [1] 12/6
WEST [2] 1/7 44/23
what [42] 7/17 8/9 9/9 9/25 10/10 12/12 12/19 13/21 14/23 15/10 15/25 16/20 19/23 19/25 21/10 26/9 26/13 26/20 26/24 27/13 27/21 28/17 28/19 28/20 29/11 30/2 30/2 32/19 33/11 33/16 34/2 35/3 35/22 36/17 37/15 38/3 38/12 39/11 40/1 42/19 43/2 43/5
whatsoever [1] 14/5
wheel [1] 23/23
when [8] 18/10 22/9 24/9 36/10 40/22 41/18 42/4 42/25
where [17] 5/5 8/10 9/8 9/15 10/20 12/11 12/22 12/23 13/22 14/25 22/14 28/11 32/1 32/9 32/16 38/6 43/10
whether [15] 7/13 13/24 20/3 20/3 20/8 22/5 28/12 30/11 30/18 30/24 33/3 33/9 37/22 38/22 42/4
which [30] 4/25 5/10 6/8 7/2 8/1 11/17 14/7 14/18 15/3 15/5 16/4 18/14 23/11 23/19 24/1 24/3 24/3 24/11 24/14 24/17 24/19 25/21 27/13 32/18 34/22 35/6 37/15 39/23 40/17 42/24
while [4] 29/3 33/22 36/3 36/6
who [17] 5/3 7/12 8/18 9/18 10/3 10/16 10/18 14/15 14/15 20/20 21/7 22/19 22/21 25/6 25/19 37/24 40/4
whole [10] 10/22 10/23 15/7 21/12 24/15 24/25 26/21 27/24 29/17 33/12
whom [1] 4/6
whose [1] 22/21
why [15] 16/23 20/14 21/2 25/1 27/5 32/6 32/7 35/20 35/22 36/15 36/23 37/17 39/3 41/13 42/23
will [36] 3/22 6/12 8/6 8/8 8/17 12/10 14/10 15/4 15/5 18/1 18/1 18/14 21/8 21/17 22/16 29/16 29/16 30/20 32/13 33/7 35/13 37/17 40/7 40/9 40/15 41/11 41/23 42/12 43/9 43/15 43/18 43/22 43/22 44/2 44/3 44/6
willful [1] 36/9
willfulness [6] 36/12 36/25 37/1 37/4 38/24 38/25
WILLIAM [1] 2/12
Willie [1] 4/8
willing [2] 14/2 18/12
willingness [1] 8/19
wish [2] 11/20 12/6
wishes [2] 16/21 18/22
within [3] 29/8 29/8 29/8
without [4] 9/25 14/18 42/6 43/25
won't [3] 12/9 17/19 41/12
word [2] 16/1 16/2
work [4] 19/5 41/19 43/18 44/3
works [3] 29/2 30/1 33/4
worthwhile [1] 19/13
would [62]
wouldn't [3] 9/10 11/21 26/12
written [1] 40/10
wrong [1] 28/6

Y

YAO [4] 1/6 3/13 14/17 14/18
yeah [3] 22/12 31/5 35/10
Year [1] 37/11
years [4] 7/7 9/21 12/4 39/18
yes [11] 3/10 4/24 11/7 13/8 18/25 21/22 22/15 25/11 28/15 34/16 41/6
yesterday [1] 16/12
yet [6] 4/17 4/21 17/25 18/8 22/6 44/1
you [126]
your [83]