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OMEGA PATENTS vs. CALAMP

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1 UNITED STATES DISTRICT COURT 2 MIDDLE DISTRICT OF FLORIDA 3 ORLANDO DIVISION 4 5 6 OMEGA PATENTS, LLC, a Florida) 7 Corporation,) 8) 9 Plaintiff,) 10) 11 vs.) Case No. 12) 6:13-cv-1950-Orl 13 CALAMP CORP., a Delaware) 36DAB 14 Corporation,) 15) 16 Defendants.) 17) 18) 19) 20) 21) 22) 23) 24) 25) 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	1 INDEX OF EXAMINATION 2 3 WITNESS: GALLIN CHEN 4 EXAMINATION PAGE 5 By Mr. Santurri 8, 214 6 By Mr. Kauth 205, 215 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
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1 APPEARANCES OF COUNSEL 2 3 For the Plaintiff: 4 ALLEN, DYER, DOPPEL T. MILBRATH & GILCHRIST, P.A. 5 BY: RYAN T. SANTURRI 6 CHRISTOPHER F. REGAN 7 BRIAN R. GILCHRIST 8 Attorneys at Law 9 255 South Orange Avenue 10 #1401 11 Orlando, Florida 32801 12 (407) 841-2330 13 Rsanturri@addmg.com 14 Cregan@addmg.com 15 Bgilchrist@addmg.com 16 17 For the Defendant: 18 KPPB, LLP 19 BY: JOEL KAUTH 20 EUGENE CHUNG 21 Attorneys at Law 22 2400 East Katella Avenue 23 Suite 1050 24 Anaheim, California 92806 25 (949) 852-0000 26 Joel.kauth@kppb.com 27 Joel.kauth@kppb.com 28 29 The Videographer: 30 ESQUIRE 31 BY: MIKE COOPER 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292	

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Page 102 1 43 E-mails 2 44 E-mails 104 3 45 E-mails 104 4 46 License Agreement 105 5 47 E-mails 107 6 48 E-mails 108 7 49 E-mails 111 8 50 E-mails 115 9 51 Patent No. 6,756,885 B1 126 10 52 Patent No. 6,346,876 B1 144 11 53 Patent No. 6,737,989 B2 149 12 54 Patent No. 7,671,727 B2 152 13 55 Patent No. 8,032,278 B2 154 14 56 Response to Request for Proposal 157 15 Passive Telematics for Enterprise 16 Holdings 17 57 Trimble RFP Response 163 18 58 Opinion of Non-Infringement of 165 19 U.S. Patent No. 6,346, 876 20 59 Opinion of Invalidity of 181 21 U.S. Patent No. 6,737,989 22 60 Opinion of Invalidity of 182 23 U.S. Patent No. 6,756,885 24 61 U.S. Patent No. 5,732,074 183 25	Page 7 1 ATTORNEYS' EYES ONLY VIDEOTAPED DEPOSITION OF GALLIN CHEN 2 TUESDAY, APRIL 21, 2015 3 4 THE VIDEOGRAPHER: This is Tape No. 1 to he videotaped 5 deposition of Gallin Chen in the matter of Omega Patents, LLC 6 versus Calamp Corporation being heard before the United States 7 District Court, Central District of Florida, Orlando Division, 8 case No. 6:13 dash cv dash 1950 dash Orl dash 36DAB. 9 This deposition is being held at 2400 East Katella 10 Avenue, Suite 1050, Anaheim, California 92803 on April 21st, 11 2015 at 9:08 a.m. 12 My name is Mike Cooper and the court reporter is 13 Sandy Martinovich. 14 Would all counsel present please introduce yourselves 15 and your affiliations. 16 MR. SANTURRI: Ryan Santurri on behalf of he plaintiff 17 Omega Patents, with me is Brian Gilchrist and Chris Regan. 18 MR. KAUTH: Joel Kauth for defendant Calamp Corporation. 19 MR. CHONG: Eugene Chong, C-h-o-n-g, on behalf of Calamp. 20 THE VIDEOGRAPHER: Thank you. Would the court reporter 21 please swear in he witness. 22 /// 23 /// 24 /// 25 ///



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Page 8 1 GALLIN CHEN, 2 having been first duly sworn, testifies as follows: 3 EXAMINATION 4 BY MR. SANTURRI: 5 Q. Good morning, sir. 6 A. Morning. 7 Q. Can you state your name for the record. 8 A. My name is Gallin Chen, for the record. 9 Q. All right. And by whom are you employed? 10 A. I'm employed by Calamp Corp. 11 Q. Do you have a title Calamp? 12 A. I do. 13 Q. What's your title? 14 A. Senior director business director in Calamp's 15 corporate development group. 16 Q. And what does it mean to be the senior director of 17 business development at Calamp? 18 A. Some of the things that I work on are mergers and 19 accusations and divestitures, complex business dealings, 20 licensing, intellectual property matters, internal patent 21 farming. What else? Once in a while the irate customer that 22 they want to send to somebody before it gets to the CEO and 23 that generally covers what I've done over the past few years. 24 Q. All right. Have you had your deposition taken 25 before?	Page 10 1 Q. And is there any reason, medical or otherwise, why 2 you aren't able to give truthful and accurate testimony today? 3 A. Not that I'm aware of. 4 MR. SANTURRI: All right. I'm going to hand you what I'm 5 going to mark as Exhibit 24 to your depo. 6 (Deposition Exhibit 24 was marked for 7 identification.) 8 BY MR. SANTURRI: 9 Q. Do you understand that you have also been -- in 10 addition to your personal knowledge, you've also been 11 designated to speak on behalf of Calamp Corporation as to 12 certain topics that we've identified to your counsel? 13 A. Yes, I'm aware of that. 14 Q. And you understand that your testimony is binding 15 with respect to Calamp on this matter? 16 A. Yes. 17 Q. All right. Sir, if you can -- have you seen 18 Exhibit 24 before? 19 A. Looks familiar. 20 Q. All right. If you turn to page 9, topic No. 9 says 21 that you are here to provide the factual basis for Calamp's 22 assertion of the asserted patents are invalid. Is that your 23 understanding as well? 24 A. Yes. 25 Q. Actually, I skipped one. If you turn back to topic
Page 9 1 A. I have. 2 Q. How many times? 3 A. I think twice. 4 Q. All right. Well, you're probably familiar with the 5 rules, but I'll just run over a few of them for you. We're 6 here today to get the benefit of your knowledge. Today in 7 deposition I'm going to ask you a series of questions. As you 8 can see, we have a court reporter here taking down everything 9 we say and videographer recording your testimony. A couple of 10 things that go along with that, first I'll need aud ble 11 answers from you so it's got to be yes, no, or some words 12 rather than just uh-huh and huh-uh. Is that fair? 13 A. Fine. 14 Q. Another thing is that we have to make sure we don't 15 talk over one another. People start to anticipate the 16 questions or anticipate the answers and -- and jump in there 17 before my question or your answer is done. So I will try not 18 to cut you off and if you can try to let me get my question 19 out, I would appreciate it. 20 A. Okay. 21 Q. And you understand you're under oath here? 22 A. I do. 23 Q. And that's the same oath that you take before a judge 24 and jury in court? 25 A. Yes. Yes.	Page 11 1 No. 1 on page 4, it says that you are here -- or at least 2 you're one of the witnesses designated to testify as to the 3 basis of Calamp's assertion that it doesn't infringe any claim 4 of the patents. 5 Do you understand that? 6 A. Yes. 7 Q. Do you know whether you have been designated as to 8 specific products or if there's some delineation between 9 the -- the information that you're going to provide on this 10 topic as opposed to Mr. Hergesheimer? 11 A. I'm not aware of any specific delineation. 12 Q. Okay. If you turn to page 18, according to topic 13 No. 22 it says that you are designated to testify as to 14 Calamp's pre-suit knowledge of the patents in the suit. Is 15 that your understanding? 16 A. Yes, it is. 17 Q. And you're designated as to topic No. 23, 18 communications and correspondence with Omega Patents; correct? 19 A. Correct. 20 Q. And you're designated as to topics 24, 25, 26, 27, 21 28, 29, 30, 31, and 35, 36, 37, 38, and 39. Does that look 22 right to you? 23 A. I'm having a little trouble keeping up with your long 24 list of -- of numbers there, but I should be able to talk to 25 all those subjects.

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Page 12 1 Q. All right. And it looks like I might have missed 2 one, it looks like as to topic No. 10 which is found on 3 page 10, the basis for Calamp's assertion that defendant's 4 action are not willful or deliberate. Looks like you and 5 Mr. Hergesheimer are both designated on this topic. Do you 6 see that? 7 A. I see topic No. 10. 8 Q. And on the next page do you see that both 9 Mr. Hergesheimer and yourself are designated on that topic? 10 A. Yes. 11 Q. Do you know of any particular delineation as to 12 products or -- or otherwise as far as the designation of your 13 testimony versus Mr. Hergesheimer? 14 A. I would say now that you ask again, in general I 15 probably have more of an understanding of things that will be 16 on the legal side in terms of the patents at issue. And Pete 17 will likely have a more detailed knowledge about the products 18 themselves, but I do have basic product knowledge. 19 Q. Do you have legal training? 20 A. I do not have a legal degree, but from my work in 21 farming patents, defending against multiple property suits, as 22 an inventor in several patent applications and patents, I 23 guess I've received some training along the way. 24 Q. All right. You mentioned patent farming, can you 25 tell the jury what patent farming means?	Page 14 1 president corporate development. 2 Q. Do you know who Mr. Sarkissian's report is to? 3 A. Reports to Michael Burdick, CEO of Calamp. 4 Q. Maybe I should spell Burdick, B-u-r-d-i-e-k, I think. 5 Sir, what did you do to prepare for the deposition 6 today? 7 A. I reviewed some documents that had been provided to 8 your firm and I had a call with counsel to make sure that I 9 was coming today. 10 Q. Do you recall what documents you reviewed? 11 A. Those documents included some of the Cellport 12 patents, SAE standards, there were some e-mails, some Trimble 13 documentation, probably a few other third-party patents, off 14 the top of my head that's what I recall. 15 Q. And in terms of selecting the documents to review, 16 were those selected for you by someone else? 17 A. No, there was just a folder of documents that had 18 been provided to you guys. So I just went through and tried 19 to look at them, trying to familiarize myself with them. 20 Q. Was the folder something that was generated during 21 litigation? 22 A. During litigation? Yeah, I mean, the folder that I 23 looked at yesterday was provided yesterday. 24 Q. Right. Provided by whom? 25 A. By counsel.
Page 13 1 A. Patents farming to us is trying to keep track of the 2 innovations that are done within the company and making sure 3 they become visible and that we assess them to determine 4 whether or not we would want to pursue intellectual property 5 protection. 6 Q. So that's within Calamp? 7 A. That's within Calamp. 8 Q. Do you -- does Calamp also have a group or designated 9 persons to review the intellectual property of third parties 10 and gauge the -- any impact that that intellectual property of 11 third parties may have on Calamp? 12 A. I wouldn't say it's a formally designated group, but 13 when that type of activity happens it typically includes 14 myself, my supervisor, Garo Sarkissian, and once in a while we 15 may have occasion to seek out other technical resources within 16 the company. 17 Q. All right. How many employees, if any, do you 18 supervise as part of your role at Calamp? 19 A. Today I supervise no employees. 20 Q. You don't have any direct reports? 21 A. I have no direct reports. 22 Q. And to whom do you report? 23 A. I report to Garo Sarkissian. 24 Q. And remind me what Mr. Sarkissian's title is? 25 A. Garo Sarkissian, his title now is senior vice	Page 15 1 Q. Okay. So -- so in terms of the documents reviewed, 2 what you reviewed were documents provided to you by counsel or 3 identified by counsel? 4 A. Counsel said these are documents that have been 5 provided to -- in this case. All right? Here they are. And 6 I went and looked at them since I had been designated for all 7 these various topics. 8 Q. Did you try to locate additional documents on your 9 own to familiarize yourself with the matters on which you're 10 designated to testify? 11 A. Unfortunately not, I just didn't have enough time. 12 Q. Did you talk to anybody other than counsel about your 13 testimony today? 14 A. There were other people in the company, including 15 Garo Sarkissian on the call, but I didn't really talk about my 16 testimony. 17 Q. And you didn't reach out to other individuals within 18 Calamp in preparation for today's depo? 19 A. No, other than to tell people I would not be 20 available today. 21 Q. Did you review any of the prior deposition 22 transcripts from this case? 23 A. No, I don't think I've seen them, but I did sit in on 24 at least one of them. 25 Q. You sat in on Mr. Hergesheimer's?



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Page 16 1 A. I think Mr. Hergesheimer and probably James. 2 Q. Harvey? 3 A. Yes. 4 Q. How about Rad Ramachandran? We'll spell it later. 5 A. Yes, I did sit on Rad's. 6 Q. But you haven't reviewed those transcripts since the 7 depositions? 8 A. No, I haven't. I was expecting to see them, but I 9 never saw them. 10 Q. Have you been involved in trying to locate documents 11 responsive to various requests from Omega during this case? 12 A. Yes, I have. 13 Q. And how have you gone about trying to locate 14 documents responsive to Omega's requests? 15 A. I have gone and I have searched my own records and my 16 own travel schedules and I've also engaged IT -- our IT 17 department to do searches and I've contacted people in the 18 past that could have the types of information that have been 19 requested. 20 Q. When you said you searched your own records, is that 21 hard copy, electronic, or both? 22 A. Both. 23 Q. And did you produce whatever you found to counsel? 24 A. I did. 25 Q. And do you know what efforts were made by the IT	Page 18 1 Q. Have you talked to anyone at Direct Electronics about 2 this case? 3 A. I have talked to people at Direct Electronics about 4 Omega in the past, I'm not sure if it was about this case or 5 the prior case. 6 Q. Do you recall who you spoke to at DEI? 7 A. Someone that was the outside counsel that had 8 previously been inside counsel. 9 Q. KC Bean? 10 A. KC sounds familiar; Kristy, who is on their inside, 11 I'm not sure if she's a lawyer or not. 12 Q. Kristy Biggs? 13 A. Yes. And there was their previous president, Mike -- 14 he left in the past year or two, Mike -- I forget his last 15 name, but I think he's now at Automatic. 16 Q. And what did you talk to KC Bean about? 17 A. I talked to KC Bean about whether or not they had 18 licenses with Omega and asked him about -- tried to ask him 19 about the case that they had with Omega. 20 Q. Prior litigation with Omega? 21 A. Yes. 22 Q. Did Mr. Bean give you any documents? 23 A. I don't think so. 24 Q. Did Mr. Bean suggest you talk to anyone else? 25 A. No, I don't think so.
Page 17 1 department to locate documents requested by Omega? 2 A. IT did searches on the company's internal systems 3 and -- which includes the company's e-mail system. 4 Q. And is Calamp's e-mail system an in-house server or 5 is it hosted by some third party? 6 A. I believe it's an in-house exchange server that is 7 stored in a hardened data center. 8 Q. And you said you contacted people that might have 9 responsive data or documents, do you recall who you contacted 10 specifically? 11 A. Steve Hall, Peter Hergesheimer, James Harvey, Rad for 12 short, Garo, and Steve Moran. 13 Q. Who is Steve Moran? 14 A. Steve Moran is Calamp's inside counsel. 15 Q. Did you contact individuals outside of Calamp in 16 effort to locate documents for this case? 17 A. No, not to locate documents. 18 Q. What -- did you contact individuals outside of 19 Calamp's at all regarding the issues that are involved in this 20 case? 21 A. Yes, I have. 22 Q. Okay. Who have you talked to outside of Calamp? 23 A. I've talked to parties at B&B, I've talked to Sam 24 Johnson, let's see who else outside of Calamp. I've talked to 25 parties at Innova, I think that probably covers it.	Page 19 1 Q. What did you talk to Ms. Biggs about? 2 A. The same subjects. 3 Q. Did Ms. Biggs give you any documents? 4 A. No. 5 Q. Did Ms. Biggs suggest you speak to anyone else? 6 A. No. 7 Q. And their former president Mark someone -- 8 A. I think it's Mike. 9 Q. Mike -- 10 A. Mike Simmonds. 11 Q. Mike Simmonds. 12 A. Maybe with a D before the last S. 13 Q. What did you talk to Mike Simmonds about? 14 A. Same subject. 15 Q. Did Mr. Simmonds give you any documents? 16 A. No. 17 Q. Did Mr. Simmonds suggest you speak to anyone else? 18 A. No. 19 Q. Did any of the three folks from DEI provide you with 20 any of the prior art that -- that you've relied upon in this 21 litigation? 22 A. No. 23 Q. Who is Sam Johnson? 24 A. Sam Johnson is an inventor currently living in 25 Las Vegas. Sam Johnson had started a GPS tracking company in

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Page 20 1 Atlanta, Georgia in the mid 90's. 2 Q. What was the name of that company? 3 A. I want to say mobile something, but he has -- he has 4 a patent that we can reference that will give us the name of 5 the company he was with. 6 Q. What did Mr. Johnson tell you? 7 A. Mr. Johnson told me that he had met Kenneth Flick on 8 several occasions, that Kenneth Flick was well aware of the 9 products and services that they were offering, that Sam 10 Johnson had -- Sam Johnson's company had also hired Ken 11 Flick's brother-in-law away from Omega. 12 Q. Did Mr. Johnson provide you any documents? 13 A. No. 14 Q. Did he provide you with some product? 15 A. No. 16 Q. Did you ever talk to anyone from Trimble -- first of 17 all, does Trimble exist to this day? 18 A. I believe Trimble exists. 19 Q. Did you talk to anybody at Trimble about this case? 20 A. No, I don't think so. I have a name that came to 21 mind, someone I talked to about this case, Danny Nevzeau. 22 Q. Can you spell that one? 23 A. N, as in Nancy, e-v-z-e-a-u is my guess. 24 Q. All right. And where is Mr. Nevzeau located? 25 A. I believe he's with a Canadian company that I think	Page 22 1 personally looking into it as our counsel. Whether or not 2 we've engaged other external parties, I'm not sure. 3 Q. You don't know if there's been like a third-party 4 search agent used? 5 A. I don't recall. 6 Q. Anyone else with Calamp involved in prior art 7 searching? 8 A. Steve Hall. 9 Q. Anyone else? 10 A. I think that's it. 11 Q. Any third parties provide you with prior art for this 12 case? 13 A. No, they didn't provide -- let me put it this way, 14 we've had third parties that initially told us about the SAE 15 standards, but they didn't provide them to us. 16 Q. And who was that? 17 A. B&B initially and then I would say confirmed by 18 Innova later. 19 Q. Do you know the third party? 20 A. No. 21 Q. Any third parties helping to contribute to Calamp's 22 defense or prosecution of this case? 23 A. Outside of Calamp shareholders? 24 Q. Outside of Calamp. 25 A. Not that I'm aware of.
Page 21 1 is an Omega licensee. 2 Q. Is it Fortin? 3 A. It may be, I've met him once in person. 4 Q. What did Mr. Nevzeau provide? 5 A. Not really related to the case, but he provided a few 6 samples of their bus control device. 7 Q. Was Mr. Nevzeau trying to sell Calamp that device? 8 A. He was. He was trying also to have us implement his 9 protocol. 10 Q. What type of protocol? 11 A. Some serial protocol that they used to try his 12 device. 13 Q. Calamp hasn't done either of those? 14 A. Yeah, I'm not aware of it having been implemented 15 yet. It -- it was being considered, but I don't think we've 16 done it yet. 17 Q. You say yet, is it still under consideration or is 18 there a formal plan? 19 A. I don't -- I don't know if there's a formal plan or 20 not. So it's the business unit that Peter Hergesheimer is in 21 to decide if they want to do it or not, if it's justified. 22 Q. Do you know whether Calamp has had any formal prior 23 art searches commissioned for this or any of the Omega 24 litigation? 25 A. Formal? Well, I've spent hundreds of hours	Page 23 1 Q. When you say Calamp shareholders, are you suggesting 2 that individual shareholders are contributing to the case? 3 A. No, I'm suggesting that they are owners of the 4 corporation, they've invested in the corporation and therefore 5 they haven't directly contributed. 6 Q. Nobody has -- nobody has written a check out of their 7 pocket to -- to pay lawyer bills or anything else, right? 8 A. Not that I'm aware of. 9 Q. Okay. Any third parties contact Calamp to offer 10 their assistance in this case? 11 A. You know, I think when the suit was initially filed a 12 few e-mails came in of hey, I'm a great lawyer and we'd be 13 happy to help you here in this jurisdiction, but nothing we 14 really followed up on. We get an occasional search company 15 inquiry, but I don't know if it's specific to this case or 16 not. 17 Q. And none of the -- none of the other parties in the 18 industry have contacted you to offer assistance, monetarily or 19 otherwise? 20 A. No, I don't think so. It's too bad. 21 Q. Do you recall when Calamp first became involved with 22 B&B Electronics? 23 A. Roughly -- roughly 2009 or 2010. 24 Q. Do you recall how the -- how the relationship between 25 B&B Electronics and Calamp began?

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Page 24 1 A. So B&B -- B&B's private equity owners were exploring 2 divestiture of their auto tap business and we were one of the 3 parties that had been basically notified that they were going 4 through a strategic process and so we took a look at the auto 5 tap business. 6 Q. Did you acquire an interest in the auto tap business? 7 A. We did not. 8 Q. Did you make an offer? 9 A. I know we communicated some ideas back and forth, I 10 don't know if it ever became a formal offer or not. 11 Q. Do you know whether auto tap -- the auto tap business 12 remained with B&B or was sold off to someone else? 13 A. As of a month ago it was still at B&B and I'm not 14 aware of it still being marketed. 15 Q. Okay. So after that initial contact, how did -- how 16 did you end up -- well, let me back up. 17 Is it correct that B&B Electronics worked with Calamp 18 to create the LMU3000? 19 A. The LMU3000 uses B&B's FPGA designs and the library 20 contents on the FPGA that B&B has put together as the OBD 21 communication portion of that product. 22 Q. Did you work with B&B to create that product? 23 A. B&B had their own, I guess, FPGA libraries, right, 24 and we basically licensed that with some integration support 25 from them.	Page 26 1 about it? 2 A. Please. 3 MR. SANTURRI: All right. Let's take a quick break. 4 THE VIDEOGRAPHER: Off the record at 9:40 a.m. 5 (Brief recess.) 6 THE VIDEOGRAPHER: Back on the record at 9:42 a.m. 7 BY MR. SANTURRI: 8 Q. All right. Sir, are we ready to talk about the terms 9 of the agreement between B&B and Calamp? 10 A. Yes. 11 Q. Okay. What are the initial terms of the deal with 12 B&B and Calamp? 13 A. So we are paying -- we are paying -- so the initial 14 terms were for each product that we shipped and sold using 15 B&B's FPGA and libraries, the technology that we licensed, 16 there was a \$7.00 per unit royalty and on top of that there 17 was a pass through license of 17 cents that was to go to Bosch 18 (phonetic) for their CAN bus licensing. So the consideration 19 there is about \$7.17. In the past -- sometime in the past 20 year it became a flat \$5.00. 21 Q. \$5.00 per unit? 22 A. Yes. 23 Q. Are you still making and selling the LMU3000? 24 A. Some, yes. 25 Q. And you said there was some integration support, I
Page 25 1 Q. Do you know when that project began? 2 A. Probably signed the agreement and so -- the project 3 began in 2011. 4 Q. Do you know whether there is a written agreement 5 between B&B and Calamp? 6 A. There should be. 7 Q. Do you know whether it's been produced in this case? 8 A. I don't know. 9 Q. If I was to ask your lawyers for it, how would I 10 describe it so that you would know it? 11 A. The license between Calamp and B&B. 12 Q. Do you know the terms of the license between Calamp 13 and B&B? 14 A. I have an understanding of the original terms and the 15 revised terms. 16 Q. All right. Well, what are the original terms of the 17 license agreement with Calamp and B&B? 18 A. I need to ask, since it's something that's likely 19 under NDA whether or not I can -- what I can say or not say. 20 Q. Okay. Well, we can -- your lawyers can designate 21 this confidential attorneys' eyes only, if that's what you're 22 asking for. 23 A. I suppose I just -- I don't want to breach my NDA 24 requirements with the vendor. 25 Q. Do you need to take a break to talk to your lawyers	Page 27 1 think they provided also; is that right? 2 A. Yes. 3 Q. Did you pay any additional amount for the support 4 from B&B? 5 A. I think it was approximately \$20,000. 6 Q. One-time payment? 7 A. One-time payment. 8 Q. Any ongoing support from B&B? 9 A. There was some limited ongoing support. 10 Q. Is that an additional cost? 11 A. Not -- not that I'm aware of. They've offered, I 12 guess, more complex support, but we've not accepted or chosen 13 to pay for it. 14 Q. All right. So if we have the \$20,000 payment for the 15 initial support and the per unit royalty, does that cover all 16 compensation that's flowed from Calamp to B&B for purposes of 17 the LMU3000? 18 A. I think so. 19 Q. All right. Did -- do you know whether B&B had 20 dedicated engineers who worked with Calamp on the integration 21 of the two companies' product? 22 A. I don't know if they dedicated engineers per se for 23 that, but they have a relatively small engineering group, so 24 semi dedicated is I guess -- 25 Q. Did B&B provide you with open access to their library

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Page 28 1 and source code? 2 A. It's embedded all within the FPGA, it's not something 3 that we have -- we're free to edit or change or modify on our 4 own. 5 Q. Calamp didn't have the ability to edit the software 6 on the FPGA? 7 A. Not that I'm aware of. 8 Q. Were there instances where Calamp asked B&B to make 9 changes to the software? 10 A. Calamp has asked B&B to cover additional vehicles 11 which I would expect would require updates to their libraries. 12 Q. Do you know whether Calamp has paid for the updates 13 to the B&B library? 14 A. Not that I'm aware of. 15 Q. Do you know how the updated libraries are implemented 16 in the LMU3000? 17 A. They would have to be downloaded at a station. 18 Q. What do you mean a station? 19 A. Just some fixture or tool that can connect and 20 updated the FPGA, if at all possible. 21 Q. So that would be a hard wire connection? 22 A. Yeah. 23 Q. Can that be done for units already in service? 24 A. Probably going to have to ask Pete. 25 Q. Can it be done over the air?	Page 30 1 Q. And it's just the LMU3000; right? 2 A. Correct. 3 Q. Is there any other product or sku number sold by 4 Calamp anywhere that uses B&B -- B&B's FPGA and library? 5 A. Not that I'm aware of. 6 Q. Do you know whether vPOD uses the B&B technology? 7 A. It might, but I'm not sure. 8 Q. Do you know whether the per unit cost -- if the vPOD 9 uses B&B's technology, is it the same per unit cost? 10 A. I would think that it would be the same, I'm not 11 aware of any other B&B agreements. 12 Q. Okay. And so there was the initial licensing 13 agreement and then was there a written revision that reduced 14 the royalty to \$5.00? 15 A. I'm not sure there's a formal amendment, but that's 16 what we've been paying and there -- there may be -- I don't 17 know if it was e-mail or verbal, but it was done. It was done 18 at least verbally. 19 Q. Do you know whether Calamp has other licenses for GPS 20 technology, other patent licenses? 21 A. For GPS technology? 22 Q. Yes, sir. 23 A. No. 24 Q. No, you don't know or no, they do not? 25 A. Not for GPS technology. Now, we do have a license
Page 29 1 A. I doubt it. 2 Q. But you don't know? 3 A. I don't know for sure. 4 Q. How long did it take from the initial discussions 5 with B&B on the LMU3000 to a finished product on the market? 6 A. Well, finished product I think -- let me -- let me 7 first give you initial commercial release because I would say 8 that the products at this point, they're not finished. 9 Customers are always asking for more and more vehicles to be 10 covered and so the product essentially is always in flux. 11 That said, I think it was about a little less than a 12 year and a half between the signing of the contract to the 13 first commercial launch. 14 Q. Do you know what the first commercial launch was? 15 A. During 2012, but I think we've provided you sales 16 records that should indicate when it was. 17 Q. And do you think that it was about a year and a half 18 prior to that initial sales that would have been the actual 19 license agreement between B&B and Calamp? 20 A. Yeah, roughly a year, year and a half after we signed 21 the agreement before we sold the first product with the B&B 22 technology in it. 23 Q. And you said that you're still paying B&B today the 24 flat \$5.00 per unit? 25 A. Yes, that use that technology, yes.	Page 31 1 with Arrival Star which deals with geofencing technology, I 2 don't know if you would call that GPS technology or not. And 3 we have a license with PJC for some telematics technology and 4 we have a license with Wi-Lan for some essential wireless IP. 5 Q. Spell Wi-Lan for me. 6 A. W-i hyphen L-a-n. 7 MR. SANTURRI: I'm going to hand you what's been marked as 8 Exhibit 25. 9 (Deposition Exhibit 25 was marked for 10 identification.) 11 BY MR. SANTURRI: 12 Q. Is that the Arrival Star agreement that you were 13 referring to? 14 A. So this is an Arrival Star agreement that we acquired 15 with our acquisition of Wireless Matrix. 16 Q. So Wireless Matrix, is that currently owned by 17 Calamp? 18 A. Yes. 19 Q. And the -- this agreement was one that was previously 20 entered by Wireless Matrix? 21 A. That's correct. 22 Q. Do you know whether there are ongoing royalty 23 payments as a result of this license? 24 A. I'm not aware of ongoing royalty payments. 25 Q. When I asked about licenses for GPS, you qualified or

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Page 32 1 questioned whether geofencing was qualified as GPS technology. 2 How would you qualify geofencing? 3 A. Geofencing is -- is essentially things related to an 4 electronic fence. To me GPS is a global positioning system 5 which tells you information about your location and speed and 6 direction of travel. So that to me is what GPS is, something 7 that the US government has provided. 8 Q. And is GPS used to perform geofencing? 9 A. The data from GPS can be used to determine geofences 10 or it be used to determine where someone or something is 11 relative to the details of a geofence. 12 Q. Are there other technologies used in the industry for 13 geofencing besides GPS? 14 A. In the past they used things like loran, cellular 15 triangulation, there's various -- also, you know, cell site -- 16 closest cell site type technology used or driven by the second 17 generation of 911 initiatives, so there are other 18 technologies, but GPS is very popular. 19 Q. And you also delineated telematics, what's your 20 definition of Telematics? 21 A. To me telematics is a system that involves the 22 ability to remotely monitor and/or control assets. It can 23 include location technology, but doesn't have to. There are 24 applications for it that tie into safety and security, some of 25 them -- some of the more popular ones I think people know	Page 34 1 A. Eventually. 2 Q. Is there ongoing royalties required under Exhibit 26? 3 A. If we exceed a certain number of units that are 4 practicing their patented claims, but at this point we have 5 not exceeded their thresholds, so there's been no subsequent 6 payments. 7 Q. Do you know how many units were sold that were 8 subject to the suit from Arrival Star? 9 A. The last time I looked into it we had -- on top of my 10 head maybe 15,000 units that were practicing their patented 11 claims. 12 Q. Do you recall what specific product that -- product 13 or products that included? 14 A. It included some of the, I think, DEI product. 15 Q. What's the DEI product? 16 A. Direct electronics. 17 Q. Right. What -- what DEI products was subject to this 18 Arrival Star suit? 19 A. DEI had a product that had the option of having 20 geofences. 21 Q. Are the products at issue in this particular 22 litigation, the LMU3000, 3030, are these also subject to this 23 Arrival Star license? 24 A. I think only if they're part of our tracking platform 25 and if we are practicing in the claim. So they -- they --
Page 33 1 about is On Star from General Motors, that are a good example 2 of a telematics solution or system. 3 MR. SANTURRI: I'm going to hand you what I've marked as 4 Exhibit 26. 5 (Deposition Exhibit 26 was marked for 6 identification.) 7 BY MR. SANTURRI: 8 Q. Is that the Arrival Star agreement with Calamp that 9 you referred to earlier? 10 A. Yes, this is one of them. 11 Q. Do you think there are multiples? 12 A. I think there are these two. 13 Q. Okay. So other than the one for Wireless Matrix and 14 the one that has Calamp listed, there aren't any other 15 agreements with Arrival Star and Calamp that you know of? 16 A. Not that I know of. 17 Q. Do you recall the circumstances of the execution of 18 the license we have in Exhibit 26? 19 A. Yes. So Arrival Star was a very aggressive patent 20 troll, they -- of course for one of the calendar years had 21 become the most active litigators of patents in the company 22 and they were out basically attacking almost everyone that had 23 any kind of mobile assets that they could track down with 24 their patents asking people to take a license. 25 Q. Did Calamp take a license?	Page 35 1 they can if we choose to offer the Arrival Star features in a 2 turnkey system with ours. So I probably should explain, in 3 the case of DEI, we're not just selling them a box, we are 4 selling them a box with services that at their choosing at 5 times they offer a geofence feature that falls under the 6 Arrival Star criteria. 7 Q. What do you mean by a box with services? 8 A. So a box -- when you talk about an LMU, you're 9 referring to an LMU the products in the case, an LMU is what I 10 was calling a box. It's a box that has GPS module, it has a 11 cellular transceiver, may have some inputs and outputs, but by 12 itself it's kind of like a paper weight. It needs to be -- 13 other things to enable it. Right? It needs a wireless 14 network, it needs some back end system that will receive the 15 data or send data to it, it needs a power source, which is 16 typically from a vehicle or from another asset that you are 17 monitoring. And when you get the data you may want to present 18 the information, that may include mapping or some other 19 graphic or visual interface. So, you know, to me, the box by 20 itself, that's -- you know, it's -- it's limited in what it 21 does or it can do. Once it's part of a system, then you get 22 the value out of it. 23 Q. Calamp does offer back end solutions for some of its 24 customers; right? 25 A. For some customers, yes. And that explains why we



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Page 36 1 have the Arrival Star license. 2 Q. And Calamp also is involved with helping create and 3 modify scripts for specific customers; right? 4 A. We do help customers with scripting to their 5 specification, yes. 6 Q. So -- and you do that through field application 7 engineers typically; right? 8 A. Yes. 9 Q. And the vast majority of Calamp's customers use or 10 take advantage of field application engineers in designing and 11 implementing scripts; right? 12 A. I would say many of them do. I don't know if it's 13 the vast majority, but many of them certainly do. 14 Q. Many of Calamp's customers use the Calamp PULS, 15 P-U-L-S, system in order to provision their devices with the 16 scripts; right? 17 A. Yes. 18 Q. And Calamp has the ability to -- well, strike that. 19 The PULS system provides Calamp with the ability to 20 review any scripts that are uploaded by customers for PULS; 21 right? 22 A. It's -- it's not a function that I would say it's 23 designed to do. As a tool we can use it to go and try and 24 look at a script, but we wouldn't deliberately go and look at 25 one unless a customer said please look at this, unless we	Page 38 1 BY MR. SANTURRI: 2 Q. Is this the PJC license you referenced earlier? 3 A. Yes, it is. 4 Q. And do you recall the particular technology that was 5 involved in this case? 6 A. It had to deal with telematics. 7 Q. Anything in particular? 8 A. You know, my impression, it was another patent fold 9 that was very aggressive, stretching -- stretching the patent 10 in this case. But in terms of specifically what it covered, I 11 would need to look at the patent and then I could tell you. 12 Q. Do you recall whether there were ongoing royalty 13 obligations under this license? 14 A. My recollection is there are not. 15 Q. Do you recall how much units were issued in and 16 accused of infringement by PJC? 17 A. So in this case -- this is an interesting case 18 because there were many Calamp customers that had been sued by 19 PJC. Calamp had not at this point been sued by PJC and in the 20 case of our customers, many of them may have had devices from 21 other parties as well, other suppliers besides Calamp, to 22 further complicate the situation. I don't think that this 23 case, now that I think about it more, was specific to the 24 device, but we had an opportunity to aggregate the various 25 customers together and try and present a more meaningful lump
Page 37 1 notice a device was having excessive data activity or 2 something appeared to be wrong. 3 Q. But Calamp customers do ask Calamp to assist with 4 their script development; right? 5 A. We do. 6 Q. Now, did -- did Calamp implement any way of tracking 7 the number of units where it was involved in writing or 8 editing geofencing scripts for purposes of this Arrival Star 9 agreement? 10 A. You know, in order to -- to audit our activity with 11 this, I don't think it was at the script level. I think it 12 was looking at the number of devices in the system that have a 13 certain feature enabled because then on the back end system it 14 has to be prepared to enable that feature and manage that 15 feature. So I think it was at the system level, not at the 16 script level that it's being tracked. 17 Q. So the only Calamp devices that are -- that are 18 triggering a royalty, at least in Calamp's view, are the ones 19 where Calamp provides the back end solution as well? 20 A. In this license case, yes. 21 MR. SANTURRI: I've handed you what I've marked as 22 Exhibit 27. 23 (Deposition Exhibit 27 was marked for 24 identification.) 25 ///	Page 39 1 sum to PJC in order to settle the case for all the listed 2 eventual licensees. 3 Q. Did Calamp pay the settlement payment in this case? 4 A. Calamp collected the monies and facilitated the lump 5 sum payment, yes. 6 Q. What was Calamp's contribution? 7 A. In the end -- wouldn't this be subject to a 8 protective order? 9 MR. KAUTH: It will. 10 THE WITNESS: In the end it was about net zero. 11 BY MR. SANTURRI: 12 Q. Calamp's customers were the ones that basically paid 13 the full \$300,000? 14 A. Collectively the customers, yes. 15 Q. Did PJC threaten Calamp? 16 A. PJC, I think, had threatened Calamp. 17 Q. Did Calamp direct PJC to its customers? 18 A. I think Calamp explained to PJC what Calamp was 19 selling. All right? And PJC, I think, understood that the 20 direct infringers, if there were any, were going to be the 21 other companies listed. 22 Q. So what -- what did Calamp indicate to PJC in 23 directing PJC to its customers? 24 MR. KAUTH: Objection; form. 25 THE WITNESS: So again, I wouldn't say Calamp directed PJC

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Page 40 1 to the customers, but Calamp presented information about hey, 2 these are what Calamp products are, what is it that they're 3 concerned about. But we saw an opportunity to help basically 4 various customers deal with the situation. Each one of them 5 by themselves was in a more difficult spot. So we think by 6 aggregating the customers together we ended up creating a net 7 benefit for all our customers that were in this case. 8 BY MR. SANTURRI: 9 Q. By helping your customers, you mean having your 10 customers pay the full patent license fee? 11 A. Well, our customers ended up likely paying a lot less 12 than they would have to and as it worked out we basically came 13 out -- came out about net zero. But, you know, it wasn't 14 clear if PJC wanted to sue us because I'm not sure they had a 15 case directly against us. So we facilitated the settlement 16 and, you know, it is essentially a benefit that customers were 17 in the end happy about. It was a good result for them. 18 Q. So -- so if I understand it, when PJC approached 19 Calamp, Calamp said we sell an empty box and you have to look 20 to our customers, they would be the direct infringers? 21 A. No, we said these are the products that we sell; 22 right? What are you -- what are you concerned about? All 23 right. And, you know, we told them these are the people that 24 you've notified, you've looked at their businesses, you 25 decide; right?	Page 42 1 A. I don't think there was. 2 Q. Was there a lump sum payment? 3 A. There was a lump sum payment. 4 Q. And do you recall how much? 5 A. I don't recall. 6 Q. Do you have documents that would indicate what the 7 material terms of the license are between Trackn and Calamp? 8 A. There is a -- there is an agreement. 9 Q. And if I wanted to ask your lawyers for that, if I 10 asked for the agreement between Calamp and Trackn, would you 11 know what I'm talking about? 12 A. If you would please add to the end of it that 13 involves the Forbes patents. 14 Q. Forbes patents? 15 A. Yes. 16 Q. Are these patents that Calamp acquired from someone 17 else? 18 A. These are patents that Calamp ended up acquiring from 19 Air IQ in Canada who had acquired them from a Mr. Forbes, the 20 named inventor. 21 Q. What was the business of Air IQ? 22 A. Air IQ was a mobile asset tracking company in 23 Toronto, Canada. 24 Q. Do you recall when that acquisition was? 25 A. Sorry, who acquired who?
Page 41 1 Q. Well, you did -- you did tell PJC that what Calamp 2 provides its customers is really just a paper weight; right? 3 A generic hardware platform? 4 A. You know, I don't know if we said that or not. I 5 don't think I talked directly to PJC. 6 Q. And did you suggest to PJC that if there is a direct 7 infringer, it would be Calamp's customers because they're the 8 ones that actually programmed the units that are accused of 9 infringement? 10 A. I -- well, it's more than that. They had the full 11 system that PJC -- that was at issue with PJC. It's more 12 than -- it's more than a device, even more than a program 13 device that's in their patents. 14 Q. The PJC patents required a back end server? 15 A. I think back end server and may have been data 16 terminal as well. 17 Q. Do you know about a patent license agreement between 18 Calamp and Trackn, T-r-a-c-k-n? 19 A. Yes. So yes, that is a license Trackn took from 20 Calamp. Calamp as the licensee, although later there is a -- 21 sorry. 22 Q. Do you recall the technology at issue? 23 A. The technology at issue was using GPS and telematics 24 technology to basically protect collateralized assets. 25 Q. Do you recall whether there was an ongoing royalty?	Page 43 1 Q. Do you recall when Calamp acquired Air IQ? 2 MR. KAUTH: Objection; form. 3 THE WITNESS: So Calamp acquired what's known as the 4 Aercept business from Air IQ in approximately 2007. And 5 approximately 2004 Air IQ acquired the Aercept business from 6 CN Capital and I was one of the co-founders of the Aercept 7 business. So that started in the late '90's, '98, '99. 8 BY MR. SANTURRI: 9 Q. The Aercept business was started in '98, '99? 10 A. Yes. 11 Q. And what was the Aercept business? 12 A. Trying to do a cost effective mobile asset tracking 13 solution. 14 Q. And you were one of the founders of Aercept? 15 A. Correct. 16 Q. And at some point in time was it acquired by CN 17 Capital? 18 A. It was owned by CN Capital during that time. 19 Q. From inception it was owned by CN Capital? 20 A. Yeah, or they might have had a different name. It 21 was essentially a venture capital outfit. They may had held 22 it under a different entity, but the same principals. 23 Q. Did you own CN Capital? 24 A. Did I own CN Capital? 25 Q. Yes, sir.



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Page 44 1 A. No, I may have had some equity in it, but I was not 2 the owner of the overall entity. 3 Q. And -- and you were one of the founders of Aercept? 4 A. That's correct, that had originally been known as 5 Location Systems Technologies. 6 Q. And I take it that you got venture capital from 7 CN Capital to start that business? 8 A. One of the -- effectively, yes. One of the 9 principals of CN Capital was interested in getting into this 10 business and I basically at that point helped architect this 11 is what we would need to do to -- to get to a first phase. 12 Q. Did you have any other partners in or collaborators 13 when you started Aercept? 14 A. When we started Aercept, yes. 15 Q. Who? 16 A. So Ki Nam. 17 Q. Can you spell that one? 18 A. First name is K-i, last name is N, as in Nancy, a-m, 19 as in Mary. He was the main principal and I guess what I 20 would call the closest thing to the owner. All right? And 21 Bill Northrup was there, there was another guy there at the 22 time Bob White, and there was another engineer, but the name 23 escapes me at the moment. Those were basically the people at 24 the beginning. 25 Q. What was your role in the Aercept business?	Page 46 1 Q. Okay. And that was -- what was the business of 2 Skybility? 3 A. Skybility was a maker of machine to machine 4 communication modules. Basically you can think of it as data 5 modules that enable machines to send and receive data. Its 6 specialty was using the control channel of cellular networks 7 which are provided a very -- at the time the best coverage, 8 but the lowest cost for people that only need to send a little 9 bit of data at a time. 10 Q. So you -- at some point in time you left Aercept and 11 went to Skybility; is that right? 12 A. That's correct. 13 Q. And Aercept was sold to Air IQ? 14 A. Yes. 15 Q. And then eventually Aercept was acquired by Calamp? 16 A. What had been the Aercept business that went to Air 17 IQ, basically that business was acquired by Calamp. 18 Q. Were you at Calamp at the time of that acquisition? 19 A. Yes, I was. 20 Q. You went from Skybility to Calamp? 21 A. How did I go from Skybility to Calamp? 22 Q. Well, the first question was: Did you go from 23 Skybility to Calamp? 24 A. Yes. 25 Q. And how did you get there?
Page 45 1 A. So my title at the time was vice president of 2 business development, but I was, in addition to business 3 activities, the initial architect of the system. 4 Q. What do you mean by that? 5 A. So I had basically helped specify what technologies 6 would be used in the overall system. Which wireless 7 connectivity, which wireless standards to use, which GPS 8 module providers to use, which GPS module vendors to use, 9 which mapping technology, you know, databases to use, and 10 basically how it -- conceptually how it all worked together. 11 Q. At some point in time Aercept was acquired by Air IQ; 12 is that right? 13 A. Yes, the assets of Aercept were acquired by Air IQ. 14 Q. About what year? 15 A. About 2004. 16 Q. Did you go with Aercept? 17 A. No, I did not. 18 Q. Where did you go? 19 A. So at that time I was basically working two jobs for 20 this venture capital outfit, I was also working with Paradigm 21 Wireless Systems, but at the time that the acquisition 22 happened I was at Skybility. 23 Q. Is that S-k-y-b-i-l-i-y -- 24 A. S-k-y-b-i-l-i-y, it's -- it's a mark that your firm 25 helped -- helped trademark.	Page 47 1 A. In 2005 Calamp acquired Skybility. 2 Q. And what did you come into -- str ke that. 3 What was the title provided to you when you 4 transitioned from Skybility to Calamp? 5 A. In Calamp I was the vice president of sales and 6 marketing and business development for machine to machine or 7 M to M, I had been the CEO of Skybility. 8 Q. And were there any other titles between where you 9 started at and your current title now with Calamp? 10 A. Yes. So after a couple years in Calamp I moved over 11 to the corporate development group where I received the title 12 of senior director business development, it's been my title 13 since. 14 Q. All right. Does Calamp have license agreements with 15 a company called DriveOK, Inc.? 16 A. DriveOK, Inc. should be the same Forbes patents again 17 being licensed to DriveOK, Inc. 18 Q. Are the same patents -- are the same patents also 19 licensed to a company called Sky Watch GPS? 20 A. Yes. 21 Q. Same patents been licensed to a company called 22 ProCon, Inc.? 23 A. Yes. 24 Q. And if I were to try to track down all of these 25 licenses, would it be sufficient to request all Calamp

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Page 48 1 licenses for the Forbes patents? 2 A. Okay. You'll get that and you'll also get Calamp's 3 grant back license from Spireon which owns ProCon and DriveOK 4 and some others now. 5 Q. Was there a per unit royalty on any of the licenses 6 for the Forbes patents? 7 A. I think the Sky Watch license may have that. 8 Q. Do you know how much? 9 A. Off the top of my head I think it may have been 10 initially around seven and later down to maybe four. 11 Q. Four dollars or cents? 12 A. Dollars. 13 Q. Per unit? 14 A. Per unit, but it ended up -- they basically impeded 15 their business, the extra tax on their sales. 16 Q. Sky Watch was the only per unit ones, does that mean 17 all the rest were lump sum? 18 A. I believe so. 19 Q. Do you know how much each lump sum payment was for 20 the Forbes patents? 21 A. I don't recall. 22 Q. Presumably the licenses will tell me? 23 A. Yes, I would expect them to. 24 Q. Other than Trackn, DriveOK, Sky Watch, and ProCon, 25 anybody else take a license to the Forbes patents?	Page 50 1 InfoTrace slash Trackn and DriveOK, because those are also 2 essentially acquired by Spireon; right? Spireon acquired 3 Forbes patents from Calamp and gave Calamp a grant back 4 license, if I understand your question. 5 Q. My question was if I wanted to ask you for the -- 6 whatever the agreement was between Spireon and Calamp, how 7 would I go about describing it to you so you would know what 8 I'm talking about? 9 A. Are you looking for the agreement that involves the 10 Forbes patents acquisition by Spireon? 11 Q. Yes, sir. 12 A. The agreement between Calamp and Spireon where 13 Spireon acquired the Forbes patents. 14 Q. Is there a separate agreement for the grant back or 15 is it all part of the same deal? 16 A. It may be done in an attachment or an exhibit for it, 17 but it was done at the same time, I just don't know if it was 18 in the same document or not. 19 Q. All right. Other than the agreements that we have 20 discussed so far, do you know whether Calamp is a licensee for 21 any other patents in the telematic space? 22 A. Not that I can recall. 23 Q. Other than what we've covered so far, do you know 24 whether Calamp is a licensor for any patents in the telematic 25 space?
Page 49 1 A. Not that I can recall. 2 Q. In the agreement you referenced between Spireon -- 3 first, can you spell Spireon for our court reporter. 4 A. S-p-i-r-e-o-n, Spireon. 5 Q. And what was the -- what was the agreement between 6 Calamp and Spireon? 7 A. So ProCon, who you mentioned earlier, had been 8 interested in acquiring the Forbes patents and they also did 9 essentially a roll up of companies in the industry. So they 10 acquired -- they engaged a private equity that acquired ProCon 11 initially and then acquired Trackn, which also was known as 12 InfoTrace (phonetic), and I think they also acquired DriveOK 13 or ProCon had already acquired DriveOK. I'm not quite clear 14 on that, but DriveOK should be under the Spireon umbrella. 15 And at Spireon they did acquire the Forbes patents from Calamp 16 and in that process we received a grant back license back to 17 the Forbes patents. 18 Q. Do you know how much the Forbes patents were sold 19 for? 20 A. I don't recall, it should be in the agreement. 21 Q. And that would be an agreement -- let me ask you: 22 What -- how would you describe the agreement between Spireon 23 and Calamp for the Forbes patents? 24 A. Separate from -- separate from the previous patent 25 licenses that were given to or acquired by ProCon and	Page 51 1 A. Not that I can think of. 2 MR. SANTURRI: All right. Why don't we go ahead and take 3 a break. 4 THE VIDEOGRAPHER: Off the record at 10:26 a.m. 5 (Brief recess.) 6 THE VIDEOGRAPHER: Start of tape two. We're back on the 7 record at 10:39 a.m. 8 BY MR. SANTURRI: 9 Q. All right. Sir, we had talked about the development 10 of the LMU3000, if we can shift over to the LMU3030 for a few 11 minutes. 12 A. Okay. 13 Q. Is it correct that that -- that the LMU3030 was 14 developed by Calamp and Innova? 15 A. So the LMU3030 was developed by Calamp and it does 16 use some technology licensed from Innova which includes some 17 of Innova's electrical circuitry designs and their libraries. 18 Q. Do you recall when the relationship started with -- 19 between Calamp and Innova? 20 A. So initial relationship between Calamp and Innova -- 21 maybe I should preface this by saying it's a relationship 22 between myself and the CEO of Innova, while I'm a Calamp 23 employee, was probably around 2011. Because he had reached 24 out through a mutual contact for some technology consulting 25 services. And in the end I had told him that it's too close

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Page 52 1 to the work that I do, so I would have a conflict of interest, 2 I can't do it. But while we seemed to have, you know, two 3 successful companies, we should be able to find a way to 4 cooperate in the future and that opportunity presented itself. 5 So probably in roughly 2013 we signed an agreement with Innova 6 to use their OBD technology. 7 Q. Okay. So when the -- someone from Innova contacted 8 you in 2011 about you personally consulting for them? 9 A. Yes. Through a third party, yes. 10 Q. And as a result of that contact you ended up -- did 11 you approach Innova or did they approach you about doing the 12 LMU3030? 13 A. I would say we approached them. 14 Q. And do you recall who was involved in the initial 15 discussions about developing the 3030? 16 A. I was the Calamp party for the initial discussion 17 that later expanded to Garo Sarkissian and Steve Hall and Greg 18 Gower (phonetic). 19 Q. Is he with Calamp? 20 A. Yes. 21 Q. What's he do or what's his title? 22 A. He is the general manager of the MRM business. 23 Q. MRM meaning? 24 A. Mobile resource management, it's the business unit 25 that James Harvey and Pete Hergesheimer and Rad work in.	Page 54 1 Q. Do you know what the financial terms were? 2 A. So we paid Innova some NRE to basically create code 3 that could go into an agreed upon processor and there is a 4 subsequent -- on that agreement license of -- I think it's a 5 \$1.50 per unit. 6 Q. What's NRE? 7 A. Non-recurring engineering code. 8 Q. And that was to create the code? 9 A. That was to create the code and do whatever else they 10 had right there, technology and yeah. 11 Q. And the NRE was for a buck 50 a unit? 12 A. No, the -- I guess what you might call an ongoing 13 royalty is a buck 50 a unit. 14 Q. How much was the NRE payment? 15 A. I would have to check the agreement, I think it's -- 16 I think it's more than 100K, but I need to check. 17 Q. And you would check the first 2013 agreement, is that 18 where that sum would be located? 19 A. Yes. 20 Q. And is there a separate license agreement? 21 A. No. I mean, that -- that agreement is, I guess, what 22 we call the United States Statement of Work, that includes 23 license and terms in it and I think the royalty obligation and 24 the NRE. 25 Q. So NRE, there's a royalty obligation, are there
Page 53 1 Q. And is it the business unit that's responsible for 2 LMU3000 and 3030? 3 A. It's the unit responsible for the design and 4 manufacture of it, yes. 5 Q. All right. So you got together with Innova in 6 August -- or in -- sometime in 2013; is that right? 7 A. For the -- to try and do something formal on the OBD 8 side with them, yes. 9 Q. And how long was it from the initial agreement with 10 Innova to the initial product release of the 3030? 11 A. I think around eight months, give or take; less than 12 a year. 13 Q. All right. And did Innova design the OBD layer for 14 the LMU3030? 15 A. Yes. 16 Q. And Innova provided the library of data bus 17 information? 18 A. Yes. 19 Q. Do you know -- well, how many agreements exist 20 between Calamp and Innova? 21 A. Probably three. 22 Q. Do they all relate to the OBD pieces? 23 A. Yes. 24 Q. All right. The first one is in 2013? 25 A. Yes.	Page 55 1 any other -- is there any other compensation to Innova? 2 A. Under that agreement, I don't think so. 3 Q. Okay. Did the NRE include any ongoing support from 4 Innova? 5 A. Oh, thank you for the reminder. There is -- there is 6 a support provision after -- after one -- after the first year 7 of commercial shipment, that agreement calls out for some 8 support, but I think it is around 100 grand a year, maybe 150. 9 Q. And what does that get Calamp? 10 A. Updated vehicle libraries, newer model years, 11 possibly additional PIDS. 12 Q. You said that there were three different -- I think 13 you said there were three different agreements between Calamp 14 and Innova; is that right? 15 A. I think I said that, yes. 16 Q. So I have the one agreement that included the NRE and 17 the ongoing royalty; right? 18 A. Yes. 19 Q. Did that first agreement also include the support 20 provision? 21 A. For that first agreement, yes. 22 Q. Okay. And then any other compensation as part of the 23 first agreement? 24 A. No. 25 Q. All right. And then you said there's a second

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Page 56 1 agreement? 2 A. Yes. 3 Q. When was that entered? 4 A. Either late 2013 or early 2014. 5 Q. What was the reason for entering the second agreement 6 with Innova? 7 A. Because we were going to do European vehicles. 8 Q. And what product number is associated with that? 9 A. Initially it may have been 3030, at some point it I 10 think was being called the 3050. 11 Q. Is it no longer called the 3050? 12 A. I think it's currently called the 3050, but 13 internally it's easy to get confused. 14 Q. Is it the same hardware as the 3030? 15 A. Yes. 16 Q. Is the distinction a different -- a different vehicle 17 library? 18 A. Yes, it's an additional vehicle library. 19 Q. So the -- the 3050 has additional vehicles not found 20 in the 3030? 21 A. The 3050 can access data for other vehicles, yes. 22 Q. And what are the financial terms of the second Innova 23 agreement, the one for the European vehicles? 24 A. Again, the ongoing royalty is, I think, a dollar and 25 a half and there were some NRE that I think was more than 100K	Page 58 1 A. No, he's closer to it than I am. 2 Q. Are you not in Oxnard? 3 A. No, I am in Irvine, California, but I report to 4 Oxnard. Oxnard is also our listed headquarters. 5 Q. Does Calamp have a facility in Irvine or do you 6 telecommute? 7 A. We have a facility in Irvine. 8 Q. What's the third agreement between Calamp and Innova? 9 A. So that was done pretty recently during the winter 10 and we essentially bought out the support years and took a 11 license that would enable us to -- to more control the 12 technology itself. 13 Q. So does that mean that Calamp is no longer under an 14 obligation to pay the support provisions for the LMU3030? 15 A. I'm sorry, which LMU? 16 Q. Well, for the -- for the 3030 the US unit, does 17 Calamp no longer have a support payment obligation on a yearly 18 basis to Innova? 19 A. That's correct. 20 Q. And does Calamp currently have a support obligation 21 to Innova for the LMU3050? 22 A. No. 23 Q. And do you know how much Calamp paid to Innova to 24 buyout the support provisions? 25 A. So we bought out the support provisions and basically
Page 57 1 and support after the first year of, I think, approximately 2 100 or 150K. 3 Q. And that's specific to the LMU3050; right? 4 A. The second agreement is, yes. 5 Q. And so that -- there's -- there's 100 to 150K support 6 for the 3030 and then separately there's 100 to 150K for 7 support for the 3050; right? 8 A. I believe so. 9 Q. And then the two NRE charges were separate? 10 A. Yes. 11 Q. And now, the 3050's, those units are manufactured and 12 sent back to Calamp in the US first; correct? 13 A. I'm not sure about that. They're manufactured in 14 Shenzhen Dongguan kind of border area by our semi captive 15 contract manufacturer. Whether or not they come back here 16 first, I don't think they need to, so we might be but I could 17 easily see us sending them directly to Europe as well. 18 Q. Who would know whether they pass back through your US 19 facilities before heading on to Europe? 20 A. You know, Garo's office is in Oxnard, Garo 21 Sarkissian, and he may know. Oxnard is our domestic 22 manufacturing center. 23 Q. If Mr. Hall testified that -- that the 3050 comes 24 back through Oxnard before going to Europe, any reason to 25 doubt the accuracy of that testimony?	Page 59 1 got the technology for initial consideration of -- I think 2 it's about 1.5 million dollars. 3 Q. The support provisions in the -- in the first two 4 agreements, how many years were those to go on? 5 A. My rough recollection is four or five, could be plus 6 or minus one on that, so maybe six. 7 Q. And you say that you basically bought the Innova 8 technology for OBD; is that right? 9 A. Yes, not exclusively. 10 Q. So in terms of providing updates to add vehicles and 11 that sort of thing, is that now on Calamp or is that still on 12 Innova? 13 A. Innova can support us, it's now our primary 14 responsibility that we are continuing to basically prepare to 15 do. 16 Q. And what's involved in being able to update the LMU 17 to add additional vehicles? 18 A. I think often the LMU does not itself necessarily 19 have to be updated, but it may be the server system that has 20 the pointers because the devices essentially already have a 21 know how, but they need to be pointed to, which I'll call them 22 keys, which keys to use that are -- that are preloaded on the 23 device. Things are already preloaded on the device, the 24 device just needs to know which codes to use for a certain 25 key -- sorry, for a certain vehicle. So we're not sending the

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Page 60 1 codes to the device, the device determines what the vehicle 2 is. 3 Q. So is Innova still involved in maintaining the 4 library of codes for the vehicles themselves? 5 A. So they are in the business of OBD test holds, both 6 for consumer grade and for professional grade. So they are in 7 this OBD business and they maintain a lot of technology for 8 their own use. 9 Q. And is there any additional payment required from 10 Calamp to Innova to continue to get updated vehicle 11 information? 12 A. If we want updated vehicle information, we can choose 13 to purchase from them or to possibly barter information with 14 them. 15 Q. And does Calamp have the ability to now edit the 16 OBD -- the software that's contained in the OBD layer of the 17 LMU3030? 18 A. It has been opened up to us, I don't think we have 19 the internal skill yet to do it. 20 Q. So is Calamp's plan to train employees on it or is 21 Calamp planning to still pay Innova to do that side of the 22 software development? 23 A. We're going to be as self reliant as we can. It's 24 good to have proof like Innova who has so many years of 25 experience in OBD to support us, if we need it.	Page 62 1 200,000 units per year? 2 A. Possibly, but I would say better to ask Garo that 3 question. 4 Q. Do you recall the first time that you met Ken Flick? 5 A. I'm not sure which was the first time, but I have met 6 Ken Flick. 7 Q. Okay. Do you recall when you first learned of Omega 8 Patents? 9 A. I'm not sure when I first became aware of Omega 10 Patents, but I've been aware at least since the first patent 11 suit which was I think roughly 2009/2010. I'll add that I've 12 known of Ken prior to my Calamp days because he is -- he had a 13 business that was a customer of Skybility's. 14 Q. All right. And was that Omega R&D? 15 A. I know it was Omega something, I don't recall the 16 rest of the -- 17 Q. And they were a customer of Skybility? 18 A. That's correct. 19 Q. Do you remember what the product was? 20 A. Skybility's product was the control channel receiver. 21 Q. Do you know what product Omega was selling? 22 A. My understanding it was some type of tracking device 23 that had GPS in it in our transceiver. 24 Q. GPS2000 ring a bell? 25 A. I've heard of GPS2000, but, you know, it's not for us
Page 61 1 Q. And other than the lump sum payment to Innova for the 2 third agreement, is there any ongoing payment obligation? 3 A. There can be. It's a tiered agreement that each year 4 the first 150- or 200,000 units are royalty free and then for 5 each year for units beyond that there is a sliding royalty 6 charge depending on how many years post agreement we are. So 7 in the first year of the agreement I think the amount is a 8 dollar and a half and I think -- in the subsequent year I 9 think it goes to like a dollar and year after that 50 cents. 10 But each year has that -- after we -- if we exceed 200,000 11 units we would pay incremental royalty on the units that are 12 incremental to the 200,000 or 150,000 device threshold. 13 Q. So you bought out the support provision for 1.5 14 million or so, right? 15 A. Bought support provisions and got the technology. 16 Q. And then are you -- are you saying that the per 17 unit -- there's a per unit license fee that applies to every 18 unit or only once you reach a certain threshold? 19 A. Only for devices beyond a certain threshold which is 20 150- or 200,000 units per year. And this goes on for -- I 21 think it's three or four years. 22 Q. And then after the three or four years, is there any 23 ongoing royalty? 24 A. No. 25 Q. Do your sales projections put you beyond 150- to	Page 63 1 to name, it's up to the customer, so I'm not sure. 2 Q. Do you know who Kevin Christiansen is? 3 A. I do know Kevin Christiansen. 4 Q. Who is he? 5 A. He is a business development director in Calamp's 6 wireless network group. 7 Q. Is he still with Calamp? 8 A. Yes, he is. 9 MR. SANTURRI: I'm going to hand you what I've marked as 10 Exhibit 28. 11 (Deposition Exhibit 28 was marked for 12 identification.) 13 BY MR. SANTURRI: 14 Q. Are you familiar with a gentleman named William 15 Duffy? 16 A. I am. 17 Q. Do you know him to be -- to work with Omega Patents 18 or Omega R&D? 19 A. That is how I became introduced to him, yes. 20 Q. Do you know whether the meeting that's being 21 discussed between Mr. Christiansen and Mr. Duffy in this 2009 22 e-mail is the first time that Calamp became aware of Omega 23 Patents? 24 A. You know, I don't see anything in here that tells me 25 that Calamp was aware of Omega Patents at this time. I see

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Page 64 1 that there's a meeting to be held and that Kevin Christiansen 2 would like to discuss GPS tracking solutions. 3 Q. So do you know whether back in March of 2009 Calamp 4 was aware of Omega Patents? 5 A. I do not know if Calamp was aware. I'm not aware of 6 Calamp being aware at that time, at least prior to our being 7 sued by Omega Patents. 8 MR. SANTURRI: I've handed you what I marked as 9 Exh bit 29. 10 (Deposition Exhibit 29 was marked for 11 identification.) 12 BY MR. SANTURRI: 13 Q. This is an e-mail from Bill Duffy to Kevin 14 Christiansen. 15 A. Yes, I see that it is. 16 Q. And there's reference to contact -- no contact since 17 the SEMA meeting, do you know whether someone at Calamp went 18 to a meeting with Omega at SEMA in 2009? 19 A. I don't -- I don't know. This implies there may have 20 been a meeting, but I'm not aware of any -- of the meeting 21 itself. 22 MR. SANTURRI: All right. I've handed you what I've had 23 marked Exhibit 30. 24 (Deposition Exhibit 30 was marked for 25 identification.)	Page 66 1 Mr. Bailey on December 17th where he's referring to licensing 2 a patent and litigation. 3 A. I'm sorry, is this the first e-mail? 4 Q. Yes, the December 17th e-mail from Mr. Bailey. 5 A. Okay. 6 Q. Do you know whether at this time that Mr. Bailey sent 7 this e-mail whether Omega had filed suit against Calamp in the 8 first round of litigation? 9 A. I would have to, I think, check the date unless this 10 e-mail trail calls out the suit. 11 MR. KAUTH: Can we clarify, are you talking about the one 12 page 168 or 167? 13 MR. SANTURRI: 168. 14 MR. KAUTH: He's on the next page. 15 THE WITNESS: I asked about the first e-mail. 16 BY MR. SANTURRI: 17 Q. Well, I meant the first in time, sorry. The first 18 e-mail is December 17th. 19 A. Okay. 20 Q. And you can see down at the bottom there that he's 21 requesting waiver of service under 4D. 22 A. Okay. 23 Q. Do you know what that means? 24 A. My understanding is for the presentation of the suit 25 or presentation of a suit.
Page 65 1 BY MR. SANTURRI: 2 Q. And see it's a draft GPS patent license agreement. 3 A. Yes. 4 Q. Dated December 1 of 2009 between Omega and Calamp. 5 Do you see that? 6 A. I do see that. 7 Q. The fact that Omega provided a draft GPS patent 8 license to Calamp shortly after SEMA in 2009, does that 9 suggest to you that someone from Calamp met with Omega Patents 10 in 2009 at SEMA? 11 A. Actually, I think it's possible that that meeting 12 happened, I just don't have knowledge of the meeting or if it 13 actually happened or not. It was not me, to the best of my 14 recollection, and no one briefed me on the meeting. 15 MR. SANTURRI: I'll hand you what I've marked as 16 Exhibit 31. 17 (Deposition Exhibit 31 was marked for 18 identification.) 19 THE WITNESS: Okay. 20 BY MR. SANTURRI: 21 Q. Who is David Bailey? 22 A. David Bailey is one of the partners at Kauth Pomeroy 23 Peck & Bailey, Calamp's external intellectual property firm. 24 Q. All right. And you can -- if you turn to the second 25 page of this e-mail chain you can see an e-mail from	Page 67 1 Q. Do you know who Jeff Colton is? 2 A. I do. Excuse me. Wrong pipe. 3 Q. Who is he? 4 A. Jeff Colton had been an employee of Calamp's as a 5 sales director. 6 Q. Do you know approximately what time frame? 7 A. I want to say 2005 to 2010, I'm not quite sure when 8 he left. 9 Q. And you can see in the e-mail and response to 10 Mr. Bailey up at the top of the page of 168 mentioning that 11 Ken Flick spoke to Jeff Colton as far back as 2005. Do you 12 see that? 13 A. Yes. 14 Q. Also mentions that Ken Flick and Mr. Duffy met with 15 Kevin Christiansen at SEMA? 16 A. Yes. 17 Q. Do you -- 18 A. Well, no, it says in the November show Ken Flick and 19 Bill Duffy were told they should speak with Kevin, it does not 20 say they met with Kevin. 21 Q. If you keep reading. 22 A. Okay. 23 Q. It's about wrapping up the deal, which they did. 24 Mr. Christiansen has since not returned calls or made any 25 effort to resolve the issues which is where the lawsuit came

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Page 68 1 in. 2 A. I do see that. 3 Q. Do you know whether -- you can see in the next line 4 the reference to the CES show in January, do you know whether 5 you met with Mr. Flick in January as a result of the lawsuit? 6 A. I think I did. 7 Q. Do you recall what transpired at those meetings in 8 January at CES? 9 A. I met with Ken. He had Bill Duffy -- William Duffy 10 with him. I met him at the Audiovox booth and we subsequently 11 went to find a vacant conference room. At that meeting he had 12 basically told me he had invented Hysteresis and we should 13 take a license. 14 MR. SANTURRI: Take a look at Exh bit 32. 15 (Deposition Exh bit 32 was marked for 16 identification.) 17 BY MR. SANTURRI: 18 Q. This is another e-mail to Mr. Daily, it references a 19 meeting between Calamp and Omega Patents at the recent CES 20 show. And Calamp having claimed charts and prior art that it 21 contents shows non-infringement and validity. Do you recall 22 discussing claims charts -- claim charts and prior art at that 23 CES show? 24 A. Yeah, I recall mentioning to Ken that there are 25 significant prior art and that we would be able to provide	Page 70 1 world and electrical engineering and computer sciences program 2 and engineering program overall is top ranked globally. 3 Q. Any post graduate experience or work rather -- well, 4 strike that. 5 Any postgraduate education? 6 A. No most graduate degrees. 7 Q. Did you become an engineer after graduating from 8 Berkeley? 9 A. I did. 10 Q. Where at? 11 A. I was an engineer with GTE which is a -- which was a 12 large telecommunications company. 13 Q. For how long? 14 A. I was with them initially for approximately six years 15 and then I went to another company for less than a year and 16 then I went back to GTE. So overall my time at GTE was 17 probably just shy of 10 years. 18 Q. And after GTE, other than that short stint elsewhere, 19 where did you go next? 20 A. I worked on the start ups of Aercept and Paradigm 21 Wireless Systems. 22 Q. Did you work as an engineer when you were with GTE? 23 A. I was an engineer initially as part of their 24 engineering management development program, essentially 25 training program where I was rotated every six months for a
Page 69 1 claim charts. 2 Q. You mentioned earlier Hysteresis, can you explain to 3 the jury what that means? 4 A. Hysteresis is a common electrical concept where 5 people essentially -- another way to describe it is 6 debouncing. That if you have a threshold that you should -- 7 if you apply Hysteresis or debouncing, you would allow for 8 some tolerance to avoid the over triggering of the threshold. 9 So, for example, if you had a three-volt threshold that should 10 cause an event to be recorded, but you had noise in the 11 environment, then you might allow for a certain period of time 12 for the voltage to exceed three volts before you decided that 13 it was a recordable event. Another example would be in the 14 case of a speeding alert, if someone were to be speeding, you 15 might allow for them to speed for a short period of time so 16 they can pass another vehicle before you report it as a 17 speeding event. That extra amount of time or the wiggle room 18 is essentially Hysteresis. 19 Q. We didn't go through this I don't think earlier in 20 the depo, can you tell me what your educational background is 21 after high school. 22 A. So I have a degree in electrical engineering and 23 computer sciences from the University of California Berkeley, 24 otherwise known as UC Berkeley or California commonly. 25 Berkeley is one of the top ranked public universities in the	Page 71 1 year and a half, they moved me across the country coast to 2 coast to different -- different assignments. And then after 3 that I was placed as a wireless engineer doing transport 4 engineering in Atlanta. And after a year or two of that I 5 moved into management. So I continued direct exposure to 6 technology development and network buildouts, but with a 7 manager title. 8 Q. And once you became manager, did you continue to 9 perform tasks as an engineer? 10 A. I did. 11 Q. Did that continue throughout your time at GTE? 12 A. It did. 13 Q. And when you went to Aercept and Paradigm, did you 14 act as an engineer at either one of those companies? 15 A. When I was at Aercept I would describe the initial 16 architecture as engineering and intraselection, network 17 selections. And at Paradigm I would describe my role as more 18 business development and field application engineering. 19 Q. And was the next one Skybility? 20 A. Skybility, yes. 21 Q. Did you do any engineering work at Skybility? 22 A. Unfortunately yes, I did some, but my main job was to 23 run the company. 24 Q. And since you've come to Calamp, have you worked as 25 an engineer?

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Page 72 1 A. I have done engineering-related work. I evaluate new 2 technologies, especially when it comes to hard acquisitions, 3 so I do do engineering and analysis. 4 Q. Going back to my -- my timeline here, we have up to 5 January of 2010, there -- there's a first lawsuit ongoing; 6 right, between Omega and Calamp? 7 A. Yes, we saw the reimburse service discussion in late 8 2009. 9 Q. Do you recall the technology at issue? 10 A. I think it's -- Omega would refer to it as GPS 11 technology. 12 Q. Okay. Would you refer to it differently? 13 A. I would. 14 Q. How would you refer to it? 15 A. I would refer to it -- I'm trying to remember which 16 patents these were. I would say they deal with speed alerts 17 and geofencing if I'm not mistaken. I don't recall if alarm 18 connectivity was part of those suits or not. 19 MR. SANTURRI: I'm going to hand you what I've marked as 20 Exhibit 33. 21 (Deposition Exhibit 33 was marked for 22 identification.) 23 THE WITNESS: Okay. 24 BY MR. SANTURRI: 25 Q. So a little while earlier at Exhibit 30 I provided	Page 74 1 any specific plans that I can recall to be in the data bus 2 connectivity business. 3 Q. At this time in 2010, did you have any opinions of 4 counsel as to the invalidity of Omega's patents? 5 A. At this time when we received this? 6 Q. Yes, sir. 7 A. You know, it was around this time in early 2010 when 8 we started to look into the OBD connectivity space, in terms 9 of what the patent landscape looked like. I feel like it was 10 in part spurred by Omega's approach. And there was also 11 another company called Network Car that had a large portfolio 12 of patents we -- we learned in the area. So we began a deep 13 investigation of -- of the space. 14 Q. Did you take a license from Network Car? 15 A. No. 16 Q. Did you ever get threatened from Network Car? 17 A. No, we asked Network Car if we could discuss their 18 licensing terms and they never came back with anything 19 conclusive. 20 Q. You said that part of the reason you rejected the 21 settle agreement that we have at Exhibit 33 was significant 22 prior art, I think you said. Who -- who located that prior 23 art? 24 A. Much of it was myself. 25 Q. Were you the one that was analyzing the prior art?
Page 73 1 you with a 2009 draft license agreement for GPS tracking. 2 A. Yes. 3 Q. That one was not accepted by Calamp; right? 4 A. Correct. 5 Q. And then you can see here at Exhibit 33 there was 6 another draft license provided to Calamp from Omega? 7 A. Yes. 8 Q. It was at least dated middle of February 2010. Do 9 you see that? 10 A. I do see that. 11 Q. And you can see that if you take a look at the 12 initial provisions that it refers to both GPS patents and data 13 bus patents. Do you see that? 14 A. Yes, I see that. 15 Q. And do you recall receiving this license and 16 settlement agreement from Omega? 17 A. I think so. 18 Q. And -- 19 A. It looks very familiar from the previous one, so -- 20 Q. Do you recall why Calamp rejected the license 21 agreement offered at Exhibit 33? 22 A. A couple reasons, one we felt that there was 23 significant prior art on the so-called GPS patents that were 24 at issue and so we felt that the patents should be invalid. 25 And on the data bus patents, at that point Calamp did not have	Page 75 1 A. I analyzed it as did David Bailey. 2 (Deposition Exhibit 34 was marked for 3 identification.) 4 BY MR. SANTURRI: 5 Q. Do you recall receiving a copy of this e-mail from 6 David Bailey? 7 A. I don't know if I've seen this e-mail. I'm aware 8 that there were some controversies that involved Numerex. 9 Q. And does this e-mail refresh your recollection that 10 the products in suit were Calamp LMU's that were being sold by 11 Numerex under their own label? 12 A. In some of the cases because it looks like the -- we 13 figured out the EDM4500 -- I'm just reading this. In some 14 cases it involves Calamp products, but it looks to me in some 15 cases it did not. 16 Q. Was this an instance where Calamp was indicating that 17 what it sells is a generic platform and the specific product 18 had been accused of infringement needs to be addressed with 19 the Calamp customer? 20 A. I don't know if that is specifically the case here, 21 but we have -- that is generally how we -- how we view the 22 specifics of many of these cases. 23 Q. That's what happened in the earlier -- the earlier 24 license we looked at; right, the -- 25 A. I'm sorry, which one?

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Page 76 1 Q. The PJC license. 2 MR. KAUTH: Objection; form. 3 THE WITNESS: So I mean, when it comes to PJC, you know, 4 PJC's claims, to my recollection, included mobile data 5 terminal and the back end server. And to most of those 6 customers, if not all of them, the other customers that took 7 license Calamp didn't supply any of those items to them. 8 BY MR. SANTURRI: 9 Q. Well, Calamp's products don't work without a script; 10 right? 11 A. Okay. 12 Q. They're a paper weight? 13 A. That's correct. 14 Q. You said earlier they're just a paper weight from 15 Calamp? 16 A. Without a script in it, yes. 17 Q. And they don't -- they don't perform the functions 18 that you -- that -- that your customers buy them for without a 19 back end server; right? 20 A. That is necessary, yes. 21 Q. And they don't perform functions without some sort of 22 cellular or data plan; right? 23 A. If customers want wireless connectivity, that's 24 correct. 25 Q. And so when you sell your generic hardware platform,	Page 78 1 BY MR. SANTURRI: 2 Q. And Numerex was Calamp's customer; right? 3 A. Yes. 4 Q. At least at the time you say here you've suspended 5 your sales to them pending further investigation. 6 A. Yes. 7 Q. Presumably you've resumed those sales to Numerex? 8 A. I don't know. I hope that we welcome them as a 9 customer now, but I'm not sure. I think I heard that Numerex 10 may have settled with Omega but I don't know on what terms or 11 when. 12 Q. You don't know whether Numerex has a license with 13 Omega? 14 A. I've heard they do, but I have not asked anyone in 15 the office of Numerex that question. 16 Q. And you do know that after Calamp directed Omega to 17 Numerex, Omega sued Numerex; right? 18 A. I think I'm aware there was a Numerex suit, yes. 19 Q. Now, Mr. Bailey says down here in the last paragraph 20 of the e-mail, "We note the present litigation appears to be a 21 distraction from what may be a genuine business opportunity 22 for Omega." What was the genuine business opportunity that 23 Calamp had in mind? 24 A. So the way that, you know, we were viewing this at 25 this point was because we had a suit; right, was to figure out
Page 77 1 you have an expectation that your customers are going to use 2 them with a back end server; right? 3 A. Yes. 4 Q. You have an expectation that they're going to load a 5 script into them; right? 6 A. Yes. 7 Q. Otherwise they're just a box that does nothing but 8 costs them money; right? 9 A. Sure. 10 Q. So the idea that -- strike that. 11 I mean, is it Calamp's belief that it can wash its 12 hands of infringement as long as it's selling a generic box? 13 MR. KAUTH: Objection; form. 14 THE WITNESS: No. Do you want to put your objection on 15 the record again, I may have talked over you. 16 MR. KAUTH: Objection; form. 17 THE WITNESS: No. 18 BY MR. SANTURRI: 19 Q. Well, this is -- this is -- this is at least the 20 second instance we've come across so far where Calamp has 21 directed a patent owner to Calamp's customers to resolve 22 infringement questions; right? 23 MR. KAUTH: Objection; form. 24 THE WITNESS: We have in this case directed the party to 25 Numerex, yes.	Page 79 1 what is a -- what is a practical way to resolve it while still 2 also weighing the moral hazard in doing so? And, you know, I 3 think what we were looking to do there was to see if we could 4 facilitate kind of a licensing conduit, if I remember 5 correctly, for parties that would want to practice any of the 6 Omega claims. 7 Q. Well, did you understand that Calamp had an interest 8 in licensing from Omega? 9 A. Calamp was sued, so Calamp was interested in 10 resolving the suit. 11 Q. This genuine business opportunity, that wasn't with 12 Calamp, that was with somebody else? 13 A. No, it may have been Calamp facilitating, you know, 14 when customers wanted to use certain features Calamp might 15 help with that. 16 Q. So you -- when those customers wanted to use the 17 features, you just direct Omega to sue them? 18 A. No, it was more for them to be aware that okay, this 19 party claims they have intellectual property in this area and, 20 you know, you can choose to -- to take a license. It would 21 not be for us to enforce. 22 Q. And at this time Calamp wasn't suggesting it was 23 interested in a license from Omega? 24 A. I don't think so. 25 (Deposition Exh bit 35 was marked for

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Page 80 1 identification.) 2 BY MR. SANTURRI: 3 Q. All right. If you can turn back to Bates labelled 4 page 75 of Exhibit 35. You can see that what we have starting 5 halfway down on 74 and continuing onto 75 was an e-mail from 6 Mr. Bailey. 7 A. Okay. 8 Q. And if you go down to about the middle of page 75 you 9 can see that there's a paragraph that starts with regard to 10 current activities. Do you see that? 11 A. Yes. 12 Q. And it says Calamp has not made any shipments of LMU 13 products to Numerex since it received notice of infringement. 14 And that Calamp is currently in dialog with Numerex and will 15 only ship products if Numerex can provide evidence that it has 16 obtained a license from Omega. Do you see that? 17 A. Yes. 18 Q. Or Numerex proposes a design around it with counsel? 19 A. Yes. 20 Q. Do you know whether -- well, first of all, had -- 21 had -- had you concluded that or had Calamp or its lawyers 22 concluded the products being sold by Numerex were infringing? 23 A. We had received a notice of infringement, I don't 24 know if we had concluded that Numerex was infringing. 25 Q. Why not sell it to them?	Page 82 1 products since 2010? 2 A. I believe it has. I'm not aware of it having 3 changed. I think what you have to understand is inputs and 4 outputs have been part of these types of devices for many, 5 many years and the Tremble art indicates that. And in this 6 case, at least in some of the issues with Numerex, there's a 7 choice on Numerex's part to connect it to a car alarm. But 8 that input can be connected to many other types of devices as 9 well. 10 Q. Can you turn to the first page, 73. Right at the 11 bottom it says, "It is my understanding that Calamp has 12 expressed an interest on vehicle data bus applications and 13 Omega has an extensive patent portfolio in this area. I 14 suggest we extend Calamp's deadline to answer for one more 15 month so the parties may resume settlement talks again." 16 A. Yes. 17 Q. And then Mr. Bailey says in response to my e-mail, 18 "Thank you for writing to confirm our discussion on Friday. I 19 have forwarded your response to Calamp and I imagine they will 20 be contacting Omega shortly after the 19th." Do you know 21 whether you or anyone from Calamp ever contacted Omega to 22 discuss the possibility of licensing Omega's portfolios? 23 A. Discussions have happened. I don't know if it was 24 immediately subsequent to the 19th, off the top of my head, 25 but we have had discussions.
Page 81 1 A. It seemed like we just took an abundance of caution 2 to say if there's an issue with Numerex and Omega, then if 3 it's not for us to be in the middle of then we just allowed 4 Numerex to settle it. We're fine not to sell under those 5 circumstances, I think that was the situation. 6 Q. And you see further -- two -- two paragraphs further 7 Mr. Bailey says, "I reiterate Todd's position that the LMU 8 hardware is a generic hardware platform and its customers can 9 adapt to specific applications using kite scripts." Do you 10 see that? 11 A. Yes. 12 Q. But Calamp is frequently involved with developing 13 scripts for its customers; right? 14 A. Calamp does help customers with scripts specific to 15 the customer's requirements. 16 Q. And Calamp even loads those scripts on its customer's 17 behalf before it ships; right? 18 A. In some cases, yes. But as it says in previous 19 paragraphs, Calamp received inquiry about LMU devices to RV 20 alarms from existing Calamp customer. And because we had 21 gotten that alarm inquiry, all right, we wouldn't provide 22 those devices to that customer knowing that they wanted to 23 take a device that had simple inputs and outputs and choose to 24 connect it to a car alarm. 25 Q. Has that been Calamp's position on sales of LMU	Page 83 1 MR. SANTURRI: I'm going to hand you what's been marked 2 Exhibit 36. 3 (Deposition Exhibit 36 was marked for 4 identification.) 5 BY MR. SANTURRI: 6 Q. At the bottom of the first page this is an e-mail 7 from you. 8 A. Yes. 9 Q. And you were attaching a license agreement that 10 you -- that you finished up for GPS and vehicle alarm 11 monitoring. Do you see that? 12 A. Yes. 13 Q. This is a draft that you sent back to Omega; right? 14 A. Yes. If I remember correctly I was going on an 15 Alaska cruise right at this time and I had just returned and 16 Omega had sent over a PDF license agreement which I had to 17 convert to a Word document and edit to what Calamp might agree 18 to. 19 Q. So this -- so this license agreement we had in 20 April -- I'm sorry, in June of 2010 was one that you believed 21 would be acceptable to Calamp if Omega was amenable to the 22 terms? 23 A. The one I sent was. I don't -- I don't know if this 24 is the document itself or not, but if it's the document I sent 25 then yes.

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Page 84 1 Q. And you can see in the -- on the first page it 2 references the action in northern Georgia, so this was the 3 action filed against Calamp; correct? 4 A. Yes. 5 Q. So this -- so the idea here was to resolve the -- the 6 case against Calamp and enter a license agreement to Omega's 7 GPS tracking patents; right? 8 A. I'll have to review this in more detail, but I think 9 that is -- that is at a high level what -- what this proposes. 10 MR. SANTURRI: I'm going to hand you what I've marked as 11 Exhibit 37. 12 (Deposition Exhibit 37 was marked for 13 identification.) 14 BY MR. SANTURRI: 15 Q. You can see this is an e-mail from your lawyer 16 Mr. Bailey. Do you see that? 17 A. Yes. 18 Q. And this was a week after your e-mail attaching the 19 license agreement. Do you see that? Yours was sent on 20 June 2nd and this is the next Wednesday June 9th. 21 A. Yes. 22 Q. And Mr. Bailey says here in about the third line, 23 "The parties have reached an agreement in principal on the 24 economics of settlement, but many of the current terms are 25 unacceptable to Calamp." Do you see that?	Page 86 1 dismissal agreement you can see that the case was being 2 dismissed. And under paragraph 2 that Calamp agreed it 3 wouldn't file for declaratory judgment relief against Omega on 4 that list of patents? 5 A. I do see that. 6 Q. And the idea, according to the paragraph above, was 7 the desire to work towards a resolution without time 8 constraints of the litigation; right? 9 A. That's what it says. 10 Q. And -- and that was -- that time frame there is the 11 same time frame where we had Mr. Daily in the ex bit at 37 12 saying the parties have agreement in principal on settlement, 13 but they need to work through the unacceptable portions to 14 Calamp. I think right at the end he even says -- he suggests 15 blocking off two to three hours to try to edit the settlement 16 agreement and resolve the matter between the parties. Do you 17 recall this? 18 A. I'm sorry, the portion about -- where is the portion 19 about blocking off two or three hours? 20 Q. Second page of Exh bit 37 last paragraph it says, 21 "Given the parties have reached agreement on economic 22 components of settlement, the best course of action would be 23 to block off two to three hours to discuss each of the above 24 points." 25 A. Okay. I see that.
Page 85 1 A. Yes. 2 MR. SANTURRI: Let me hand you what I've marked as 3 Exhibit 38 so we can talk about both of them, so 37 and 38. 4 (Deposition Exhibit 38 was marked for 5 identification.) 6 THE WITNESS: Okay. 7 BY MR. SANTURRI: 8 Q. Do you recall the dismissal agreement that we have in 9 Exhibit 38? 10 A. Yes, I do recall that, the case was dismissed. 11 Q. And you can see that in the third paragraph there 12 that it says, "The plaintiff and defendant desire to work 13 towards an amicable resolution without the time constraints in 14 the existing action." Do you see that? 15 A. Which section is that? 16 Q. Third paragraph from the top on the dismiss 17 agreement, "Whereas plaintiff and defendant desire to work 18 toward amicable resolution without the time constraints of the 19 existing action." 20 A. I do see that in the third paragraph, yes. 21 Q. So do you recall this dismissal agreement basically 22 dismissed the case and prevented Calamp from filing a dec 23 action against Omega? 24 A. Can you explain dec action? 25 Q. Well, if you take a look at paragraph 2 of the	Page 87 1 Q. The idea here was that the parties would get rid of 2 the litigation with the idea that Calamp was planning on 3 entering into a license for Omega's Tracker Patents; right? 4 A. Yes. 5 Q. And that according to Calamp, that the parties had an 6 agreement in principal on the economics of it; right? 7 A. Yes. 8 Q. And that was in agreement at \$2.00 or three percent 9 of the unit price? 10 A. I think there's a lot more details to that in this 11 besides -- if I remember correctly, there is a -- in the 12 version that we sent -- that I sent on June 2nd, there is a 13 very detailed section about compensation and the license. 14 Q. That included a one-time settlement payment also; 15 right? 16 A. I'll have to refresh myself by looking at this. 17 Q. Page 3 paragraph K. 18 A. Yes, it does. 19 Q. So the economics were paid. The license fee and then 20 as I can see on page 12 royalty per unit of \$2.00 or three 21 percent of the unit price? 22 MR. KAUTH: Objection; form. 23 THE WITNESS: Also, if the product was being sold for 24 vehicle security alarm application, and I think it references 25 in 3A and 3B and 3C details when royalty is not due. So for

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Page 88 1 vehicle security applications, that's what the royalty is 2 called for, but not for all devices or all products. 3 BY MR. SANTURRI: 4 Q. So the -- the first case went away -- the first 5 litigation between Omega and Calamp went away with the notion 6 that Calamp was going to enter into a license agreement that 7 is something like what we have in Exhibit 36; right? 8 A. Yes. 9 Q. And that didn't happen, did it? 10 A. I do not think it did. 11 I think before the next document, can I ask for a 12 short break? 13 MR. SANTURRI: We're about to lunch time, so why don't we 14 go ahead and take a lunch. 15 THE VIDEOGRAPHER: Off the record at 11:52 a.m. 16 (Lunch recess was taken.) 17 THE VIDEOGRAPHER: Start of tape three. We're back on the 18 record at 1:17 p.m. 19 BY MR. SANTURRI: 20 Q. All right. Sir, so I think we made our way through 21 June of 2010 in my timeline here. And to make sure that I 22 completed the loop on that, so there was the dismissal 23 agreement that we had Exhibit 38; right? 24 A. Yes. 25 Q. And so that, the first Omega litigation was dismissed	Page 90 1 from the OBD2 connector. Do you see that? 2 A. Yes. 3 Q. And is this referring to what ultimately became the 4 LMU3000? 5 A. Yes. 6 Q. And I think earlier when we were talking about B&B 7 Electronics, you said that you started talking to them in -- 8 somewhere in the 2009/2010 time frame? 9 A. Sounds right. 10 Q. Do you know at this point when you e-mailed Mr. Flick 11 in November 2010 whether you had prototypes or -- well, strike 12 that. 13 Do you know at what stage of development you were in 14 with the LMU3000 at the point you e-mailed Mr. Flick in 15 November of 2010? 16 A. You know, I'm not sure if we had actually started 17 development or not, but definitely investigating the space. 18 But we wouldn't have really started development until after we 19 had signed our licensing agreement with B&B. 20 Q. All right. And if you turn one page ahead in the -- 21 or behind, I guess, in the exhibit, you'll see Mr. Flick sent 22 you some questions about how the device would connect. Do you 23 see that down at the bottom? 24 A. I do see that. 25 Q. And then looks like a few weeks later you e-mailed
Page 89 1 as a result of that; right? 2 A. Correct. 3 Q. And then there was no -- Calamp ultimately did not 4 take the license that was being discussed in Exh bits 36 and 5 37; correct? 6 A. Correct. 7 Q. Do you recall what, if anything -- strike that. 8 Do you recall what, if any, negotiations between 9 Omega and Calamp continued after the dismissal of the first 10 litigation in Georgia? 11 A. There was a Sky Patrol litigation that occurred 12 afterwards. 13 MR. SANTURRI: All right. Before we get to that one then, 14 let me hand you Exhibit 39. 15 (Deposition Exh bit 39 was marked for 16 identification.) 17 BY MR. SANTURRI: 18 Q. And if you can go to the last page of this. 19 A. Okay. 20 Q. Do you recognize the e-mail that you sent Ken Flick 21 in November of 2010? 22 A. Wednesday, November 17th, 2010 10:34 p.m.? Yes, I 23 see it. 24 Q. And you reference a Calamp plan product where your -- 25 it's a new automotive product which gets limited information	Page 91 1 him and said you were planning to cooperate with B&B and that 2 you didn't know the full details of the implementation? 3 A. Of B&B's implementation? 4 Q. Yes, sir. 5 A. Let me just read that. Okay. I confirm, yes. 6 Q. And you mentioned that you knew at least of the 885 7 patent. Do you see that? 8 A. Yes. 9 Q. Do you know whether there were other Omega Patents 10 that you were looking at around this time frame? 11 A. I believe prior to this we had received a listing of 12 patents from William Duffy and we basically investigated all 13 of them which I don't have the numbers memorized, but I could 14 refer to the list. 15 Q. We know from that e-mail that you at least knew of 16 the 885; right? 17 A. Yes. 18 MR. SANTURRI: I'm going to hand you what's been marked as 19 Exhibit 40. 20 (Deposition Exhibit 40 was marked for 21 identification.) 22 BY MR. SANTURRI: 23 Q. And you can see here this was an e-mail. The 24 original message was an e-mail from Mr. Bailey to you 25 referring to notes from the patent review?

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Page 92 1 A. Yes. 2 Q. And then on pages 2 and 3, do you see a number of 3 patents? 4 A. Yes. 5 Q. Is this the list that you believe you worked off of? 6 A. The list I'm referring to appears in the subsequent 7 pages. It's all the way through the last pages, this appears 8 to be the list. It's not clear to me because it's black and 9 white whether or not we have any notes in these last pages, 10 but this looks to have at least the content that Bill Duffy 11 e-mailed me. 12 Q. You can see -- if you look at the first page of the 13 e-mail from Mr. Bailey, it says, "Most recent document contain 14 my notes from the Omega patent review." So we know that there 15 are notes in here, we just aren't sure exactly where, right? 16 A. Yeah, black and white I would have to read it pretty 17 carefully to pick them out. Although in some cases it's more 18 obvious. I think what we're doing is we're basically taking 19 the original list and then just adding notes to each of them. 20 Q. Were you involved in the preparation of the notes 21 that are part of this list we have in Exhibit 40? 22 A. Yes. 23 Q. What -- how -- what -- what was your level of 24 participation? 25 A. I spent many hours in KPPB's conference rooms	Page 94 1 A. I don't think we had asked B&B to provide it yet. 2 Q. Have you received any devices that Calamp contents 3 are prior art in this case? 4 A. In terms of the prior art we presented, I don't think 5 we have any of those devices yet that we know of. 6 MR. SANTURRI: I'm going to hand you what I'm marking as 7 Exh bit 41. 8 (Deposition Exhibit 41 was marked for 9 identification.) 10 BY MR. SANTURRI: 11 Q. So this is a few months later and this is Mr. Bailey 12 contacting Omega's counsel to discuss B&B device that Calamp 13 regards to be prior art than the 885 patent. Do you see that? 14 A. Yes. 15 Q. Do you know whether -- whether there were continued 16 discussions after the discussions here in the -- we've looked 17 at between December -- strike that. 18 We've looked at some discussions between November and 19 February -- November 2010 and February 2011, do you know 20 whether there were further discussions thereafter between 21 Calamp and Omega? 22 A. I think there were discussions between this point and 23 the point of the suit being filed, the second suit. 24 Q. Now, the second suit, is that what you're referring 25 to as the Sky Patrol suit?
Page 93 1 researching the patents and prior art as well as time on my 2 own separate from being physically present with KPPB and 3 specifically David Bailey. 4 Q. Was he the only KPPB lawyer that was involved in that 5 prior art review? 6 A. He was definitely the main one. Let me think if 7 there was any others. I don't know if they had any others 8 that were actually working on this particular project. 9 Q. And if you turn in a few pages to the Bates label 10 33427. 11 A. Yes. 12 Q. Do you see the 876 patent, do you see that? 13 A. I do. 14 Q. Do you recognize that to be one of the patents that's 15 asserted in this case? 16 A. I'll take your word for it. I know there are 17 different patents, I don't have them memorized. 18 Q. And do you recall whether the 885 patent, which is on 19 33429, whether that's also one of the patents asserted in this 20 case? 21 A. I will take your word for it. 22 Q. There's a reference down lower about DOS versions of 23 B&B devices. Do you see that? 24 A. Yes. 25 Q. Did you ever receive a DOS version of B&B device?	Page 95 1 A. Sorry, no. That could be confusing. What I meant to 2 refer to there was the suit under which this deposition is 3 being conducted. 4 Q. Okay. Did -- as part of these discussions with -- 5 between Calamp and Omega on data bus patents, do you know 6 whether Calamp ever requested or sought out a proposed license 7 from Omega in this 2010/2011 time frame? 8 A. Well, we had an initial structure that had been 9 proposed because I think it had been added to a proposed 10 so-called GPS license. I think the data bus was incorporated 11 there, not at Calamp's request, but I presume by Omega's own 12 doing. And -- and so, you know, I think there are discussions 13 after that of just what a license structure would be because 14 there's discussions about a light feature license that I 15 recall having with Ken. 16 Q. What does that mean, a "light feature"? 17 A. For a device that would not control the vehicle, but 18 would be able to read VIN and read PIDS and query data, that 19 to me is kind of the distinction there. 20 Q. And those license discussions license you though; 21 right? 22 A. That's correct. 23 Q. Why not? 24 A. Well, part of it is because we felt that we learned 25 the patents were -- looked like serious issues with invalidity

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Page 96 1 and we determined that we didn't infringe. Also, we felt that 2 Ken's -- Ken Flick's thoughts on basically managing the 3 marketplace on behalf of his licensees and the costs he was 4 charging would be damaging to anyone trying to conduct 5 business, so there were a variety of reasons that stacked 6 against taking the license. 7 Q. Well, as far as you know, the -- none of his other 8 licensees have been unable to compete in the marketplace; 9 right? 10 A. Well, I'm not sure that any of the licensees have 11 actually tried to implement the features that are in this 12 patent. I guess to your question I'm -- I'm -- I'm not clear 13 on that. 14 Q. You know Omega has other licensees; right? 15 A. I'm aware Omega has other licensees. 16 Q. And you know that the other licensees have licensed 17 the Omega's patent portfolios along the same lines as some of 18 the proposed licenses that have gone to Calamp; right? 19 A. If you say so. 20 Q. Well, you -- you've had discussions with Omega about 21 the fact that Omega is confined by most favored nations and 22 that sort of thing; right? 23 A. That's been said, yes. 24 Q. And so you know that other licensees have at least as 25 good of a deal as what Omega offered Calamp at one point;	Page 98 1 technology. I mean, their business has been car alarms, I'm 2 not sure that any of the Omega Patents, you know, apply to car 3 alarms by themselves, but they're licensed. I don't know -- I 4 don't have deep understanding of what they've actually 5 licensed. 6 Q. But you do know that DEI is still in business; right? 7 A. DEI has resurrected itself, it is conducting business 8 today. 9 Q. And you know that Fortin is still in business, the 10 last you heard; right? 11 A. Last I heard. 12 Q. And you know Audiovox is still in business; right, as 13 Vox International now? 14 A. I know Vox is around, they are in business. 15 Q. You said earlier that all off the -- all of Omega's 16 patents are invalid, did you actually go through and perform a 17 validity analysis on all 100 something patents? 18 MR. KAUTH: Objection; form. 19 THE WITNESS: I went through and analyzed at least all the 20 patents that were in the list provided by Bill Duffy. 21 BY MR. SANTURRI: 22 Q. And you determined, in your opinion, that every one 23 of them was invalid? 24 A. Yes. 25 Q. Do you view Omega as a patent troll?
Page 97 1 right? 2 A. At least as good as what Omega offered Calamp? Yes, 3 at least as good, if not better than what was offered to 4 Calamp, yes, that's correct. 5 Q. And you know specifically some of the licensees; 6 right, I like DEI? 7 A. I do know DEI. 8 Q. Do you know any others? 9 A. I know Fortin is a licensee. I had talked with Danny 10 Nevzeau after Ken Flick had helped arrange a meeting, I think 11 it was at CES in the past two years. And I spoke with Dan 12 Nevzeau and, you know, he said yes, they're a licensee and so 13 they're hoping we would implement their protocol, but I also 14 asked them what is it that they get. And they said they don't 15 get any technology for their -- for their license, which I 16 thought was unusual. 17 Q. Any other licensees? 18 A. There was another party sued at the same time as DEI, 19 I don't recall who they were, if that was Fortin. I think 20 I've heard Audiovox is a licensee. 21 Q. DEI is still in business; right, despite the license 22 from Omega? 23 A. DEI has gone and recapitalized itself, took itself 24 off the public listings. I don't know how much of the product 25 that they sell is really directly involving the Omega	Page 99 1 A. Yes. 2 Q. You don't like patent trolls very much, do you? 3 A. No, I don't. 4 Q. I mean, you made a point earlier of talking about 5 Arrival Star and how they were a big bad patent troll; right? 6 MR. KAUTH: Objection; form. 7 THE WITNESS: Yeah, Arrival Star, you know, was -- was for 8 a period of time, like over a year, the top patent suer in the 9 country. 10 BY MR. SANTURRI: 11 Q. And what's your definition of a patent troll? 12 A. So, a patent troll is a company that tries to 13 essentially monetize patents as their primary business. 14 Q. Is there anything wrong with monetizing patents? 15 A. It's legal, but there are problems, in my opinion, 16 with how, you know, the system was created and it's in a lot 17 of ways an asymmetric battle. It's not companies that are 18 commercializing product per se, it's someone just trying to 19 enforce patents. And there's a company that has gone out and 20 acquired patents, some obscure and stretch them to cause 21 trouble within the patent system. 22 Q. Well, Omega hasn't gone out to acquire the patents 23 that it asserts; right? 24 A. I don't know. 25 Q. Well, you know that every one that you looked at

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Page 100 1 was -- listed Ken Flick as an inventor; right? 2 A. Correct. 3 Q. So those aren't -- those aren't ones that Omega went 4 and acquired from elsewhere; right? 5 A. Correct. 6 Q. And so if -- does the definition of patent troll 7 require that they have gone out and acquired other patents? 8 A. No, not necessarily. A lot them are companies that 9 have, I would say, relatively unsuccessfully executed on the 10 commercial side and then have chosen to try and pursue things 11 on the patent side. 12 Q. And do you -- do you -- does your personal dislike 13 for trolls mean that you personally dislike Mr. Flick? 14 A. No, I wouldn't correlate the two that way. You know, 15 I don't like the fact that the company is being sued, but, you 16 know, I don't dislike Mr. Flick because of it. 17 Q. You dislike him for other reasons? 18 A. Not necessarily, I don't know him that well. 19 Q. Earlier you mentioned that he seemed to believe that 20 he invented Hysteresis and you said that with some disdain and 21 I just wondered if there was some animosity towards Mr. Flick? 22 A. No, I wouldn't say animosity. I would say from my 23 discussions with Mr. Flick in the past, the things that he has 24 described as what he has invented and patented, you know, may 25 or may not be what's actually in the patents. And further on	Page 102 1 looks like this one didn't get addressed to me. 2 MR. SANTURRI: Handing you what I've marked as Exh bit 43. 3 (Deposition Exh bit 43 was marked for 4 identification.) 5 BY MR. SANTURRI: 6 Q. And you can see that -- well, there's a significant 7 amount of time that's passed here, you can see initially there 8 was an e-mail from Mr. Bailey in 2010 during the discussions 9 about the first Omega/Calamp suit. And you can see that the 10 subject on the first page of Exhibit 43 178 is about the Sky 11 Patrol lawsuit. 12 A. Yes. 13 Q. And -- and in -- you're familiar with the Sky Patrol 14 lawsuit? 15 A. I am aware of it, yes. 16 Q. And that was a case where again Calamp had taken the 17 position that it was just providing generic hardware 18 platforms, but in that particular case Sky Patrol said that it 19 was selling off-the-shelf hardware that was configured by 20 Calamp, is that your recollection of the case? 21 A. That seems to be what you have written in your e-mail 22 here. 23 Q. Do you know if that was accurate? 24 A. In terms of Sky Patrol's position, yeah. I would say 25 that's probably my understanding of what they said.
Page 101 1 that, you know, what ends up -- he's come up with things that, 2 you know, he says he's invented, but it's not exactly new 3 stuff. So -- whenever I see Ken, I shake his hand; if I 4 didn't like Ken, I wouldn't shake his hand. 5 MR. SANTURRI: Showing you what I've marked as Exh bit 42. 6 (Deposition Exhibit 42 was marked for 7 identification.) 8 BY MR. SANTURRI: 9 Q. Subject to this e-mail to -- looks like at least 10 several individuals from Calamp is NPE might have to keep tabs 11 on Omega Patents. Do you know what an NPE is? 12 A. Yes, I believe in this case it stands for 13 non-practicing entity. 14 Q. Do you know whether this is some sort of watch 15 service that Calamp has? 16 A. Well, it came from Mike Crawford, I believe Mike 17 Crawford is an industry analyst with -- I'm going to cheat 18 here and look on the next page with B. Riley and Company, so 19 he's on the financial analysis side. So maybe he has 20 something that watches for press release or other things, but 21 it's -- it's not a -- it's not something that Calamp 22 subscribes to that I'm aware of. 23 Q. Do you know whether you've received other 24 notifications like this with respect to Omega? 25 A. Offhand, no. Suppose it's possible, but this --	Page 103 1 Q. Was that inaccurate? 2 A. Yeah. I mean, I think that to us, you know, it's -- 3 to the extent that there was scripts, it was to Sky Patrol's, 4 you know, specifications as to what they wanted to do with the 5 device. 6 Q. So this was an instance where Sky Patrol had worked 7 with Calamp to develop scripts for the Sky Patrol devices; is 8 that right? 9 A. Maybe. Somehow I think that Sky Patrol had their own 10 ability to write scripts, so we may or may not have assisted 11 them. I'm not sure. They were more of a sophisticated 12 customer capable of doing their own customization of scripts. 13 Q. Was this Sky Patrol dispute another dispute where 14 from Calamp's viewpoint it was providing generic hardware and 15 to the extent there was any infringement Sky Patrol was to 16 blame? 17 A. In this case, yes, based on my understanding of what 18 was in the suit, it was Sky Patrol's application that was 19 infringing, if there was an infringement. 20 Q. And in the Sky Patrol case Calamp was subsequently 21 sued by Sky Patrol; right? 22 A. Yes. 23 Q. And once Sky Patrol was -- once Sky Patrol sued 24 Calamp, did Calamp try to find some resolution to resolve the 25 claims of infringement as to the Calamp supplied devices?

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Page 104 1 A. Yes. 2 MR. SANTURRI: Here's Exhibit 44. 3 (Deposition Exhibit 44 was marked for 4 identification.) 5 BY MR. SANTURRI: 6 Q. You can see that Exhibit 44 just has some back and 7 forth between -- mostly between you and Mr. Flick; right? 8 A. Yes. 9 Q. And it looks like although there's -- we don't have 10 an attachment here, looks like you provided a draft settlement 11 agreement to resolve the Calamp units from the case. Is that 12 your recollection? 13 A. Yes. 14 MR. SANTURRI: I'll hand you Exhibit 45. 15 (Deposition Exhibit 45 was marked for 16 identification.) 17 BY MR. SANTURRI: 18 Q. You can see that Exhibit 45 is Mr. Flick's response 19 to your e-mail the following day or at least it was sent the 20 following day and references your proposed license agreement. 21 Do you see that? 22 A. I see that. 23 Q. And Mr. Flick offered -- first of all, do you recall 24 receiving this e-mail from Mr. Flick with his proposed 25 agreement?	Page 106 1 up to 45, Calamp ultimately rejected the offer by Omega to try 2 to resolve the Sky Patrol case and license Omega's Tracker and 3 data bus patents; right? 4 A. We rejected that specific offer, but continued to 5 negotiate. 6 Q. And that brings us to Exhibit 46. Calamp paid 7 \$20,000 for the 6870 units that had been sold to Sky Patrol; 8 is that right? 9 A. Correct. 10 Q. Did Sky Patrol contribute to that 20,000? 11 A. No. 12 Q. Did Calamp ultimately settle the underlying suit with 13 Sky Patrol? 14 A. Yes. 15 Q. Do you know whether there was money that exchanged 16 hands between Calamp and Sky Patrol? 17 A. I don't think so. I think it was just conditional on 18 getting -- getting these specific devices out of this suit 19 that they had. But I think their suit continued with Omega 20 since they had devices from other vendors, if I'm not 21 mistaken. 22 Q. And the devices that were in dispute in Sky Patrol, 23 those were GPS tracking devices; right, telematics devices? 24 A. Yes, they are. 25 Q. Neither of those products were -- can be connected to
Page 105 1 A. Yes. 2 Q. And do you recall the proposal including an offer for 3 an initial payment of 50,000 plus \$2.00 for tracking patents 4 and \$5.00 for data bus? 5 A. I'll have to look at the specifics. I see 50,000 6 referenced in the e-mail on the first page. 7 Q. If you take a look at page 12 of 12. 8 A. Yes, I see that. 9 Q. And then you can see the following page has the 10 license and option agreement where basically Omega was 11 offering to resolve the units from the Sky Patrol case and 12 then providing Calamp with an option to the license that we 13 have attached to this exhibit. Is that your recollection of 14 what was offered by Omega? 15 A. At this time per this document, yes. 16 Q. And did Calamp accept the deal that was offered by 17 Omega? 18 A. I don't think it was accepted as is. 19 MR. SANTURRI: I'm going to hand you what's been marked as 20 Exhibit 46. 21 (Deposition Exhibit 46 was marked for 22 identification.) 23 THE WITNESS: Okay. 24 BY MR. SANTURRI: 25 Q. So it looks like about a month after -- well, backing	Page 107 1 the data bus? 2 A. No. 3 Q. And did Omega and Calamp continue discussions about 4 licensing Omega's patents after the -- immediately after the 5 conclusion of the -- this license agreement that was executed 6 as part of the Sky Patrol case in July of 2012? 7 A. I -- I do believe there were subsequent discussions 8 or e-mail exchanges. 9 Q. Do you know what the result of those were? 10 A. There was no additional license taken by Calamp. 11 Q. When did you say the LMU3000 was released? 12 A. I believe it's roughly August or September of 2012. 13 Q. So shortly after the resolution of the Sky Patrol 14 case which was July 2012? 15 A. Okay. 16 MR. SANTURRI: Handing you Exhibit 47. 17 (Deposition Exhibit 47 was marked for 18 identification.) 19 BY MR. SANTURRI: 20 Q. And if you go back to the last page of Exhibit 47. 21 It appears that sometime in June of 2013 your lawyer contacted 22 me, contacted attorneys for Omega, to discuss potential 23 license agreements, is that your recollection? 24 A. Yeah, it looks like this e-mail from June 19th 25 references discussions it looks like you and David had the

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Page 108 1 week prior. 2 Q. And if you come back a few pages to page 3 you can 3 see that Mr. Bailey says that at the top of page 3, "Our 4 client is not opposed to licensing, but I would like to have a 5 better understanding of the theories under which your client 6 considers Calamp's products infringed." Do you see that? 7 A. I see that. 8 Q. So this was more discussions of both GPS and data bus 9 portfolios; right? If you look at the bottom of page 3 I 10 inquire about the GPS and data bus portfolios and that was -- 11 that was Mr. Bailey's response to me. 12 A. Okay. I see that. 13 Q. So a year later -- a year after the Sky Patrol case 14 and Calamp is still investigating or considering a license 15 from Omega, is that your recollection? 16 A. Yes, we still are today. 17 MR. SANTURRI: Handing you what I marked as Exhibit 48. 18 (Deposition Exhibit 48 was marked for 19 identification.) 20 BY MR. SANTURRI: 21 Q. You can see that this is an e-mail from you -- well, 22 e-mail exchange between you and Mr. Bailey in July of 2013 23 right around the time that I had e-mail exchanges with 24 Mr. Bailey. Do you see that? 25 A. Yes.	Page 110 1 Q. Didn't you tell me earlier today that you're involved 2 in evaluating patents, both within Calamp and outside of 3 Calamp? 4 A. Sure, I -- I do that, but I look when there's a 5 reason to look, right. And so I'm not out just reading 6 patents like the dictionary or newspaper. I'm doing it 7 because of a specific person or reason to do it. 8 Q. And when -- and when there is a dispute that arises 9 between Calamp and another party related to patents, you get 10 involved in those disputes and analyze claims; right? 11 A. I do. 12 Q. And you told us that -- that several years earlier 13 you spent hours upon hours sifting through Omega's patents; 14 right? 15 A. Yes. 16 Q. And -- 17 A. Go ahead. 18 Q. And so when we get to taking a look at the -- when 19 you get to looking at the 278 patents, you said it was too new 20 to be part of your previous review, that's the review in 2010; 21 right? 22 A. The review that started in 2010, yes. 23 Q. And you say claim 13 may relate to how we program the 24 units at the factory, so it may be harder to avoid; right? 25 A. I do say that in the e-mail, yes.
Page 109 1 Q. And you asked Mr. Bailey at the top of page 48 -- on 2 Exhibit 48 to look at the 278 patent. Do you see that? 3 A. Yes. 4 Q. And you say that claim 13 may relate to how we 5 program a unit at the factory, so it may be harder to avoid. 6 Do you see that? 7 A. Yes, I see that. 8 Q. And when you say harder to avoid, do you mean it's 9 more likely to infringe that claim? 10 A. I say that if we were to implement -- let me read it 11 again. In this context it's more relevant to whether or not 12 we would do things with our products or processes that would, 13 I would say, more safely distance themselves away from patent 14 claims. 15 Q. When you said harder to avoid, you mean harder to 16 avoid infringing claim 13; right? 17 MR. KAUTH: Objection; form. 18 THE WITNESS: Say that again, please. 19 BY MR. SANTURRI: 20 Q. Sure. You took a look at the claims in the 278 21 patent; right? 22 A. Yes. 23 Q. And that's something you frequently do as part of 24 your job? 25 A. As far as Omega goes, yes.	Page 111 1 Q. And when you say it may be harder to avoid, you mean 2 harder to avoid infringing claim 13; right? 3 MR. KAUTH: Objection; form. 4 THE WITNESS: That's probably correct. 5 BY MR. SANTURRI: 6 Q. And when you took a look at 278 patents in claim 13, 7 did you make any efforts to contact Mr. Flick to try to take a 8 license? 9 A. Not specific due to that, just as anything that was 10 part of our ongoing -- ongoing negotiation. 11 Q. You didn't make any efforts in this time in July 2013 12 to actually negotiate a license with Omega; right? 13 A. I don't -- I don't recall. 14 MR. SANTURRI: I'm handing you what's been marked as 15 Exhibit 49. 16 (Deposition Exhibit 49 was marked for 17 identification.) 18 BY MR. SANTURRI: 19 Q. This is a pretty long e-mail chain, but let me see if 20 I can direct you to the part that is relevant for our 21 discussion today. I think we can turn to 41139. And there's 22 an inquiry from a Calamp customer about why the LMU3000 23 disappeared from your website. Do you see that? 24 A. I see that. 25 Q. And is Justin Schmid, S-c-h-m-i-d, is he a Calamp

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Page 112 1 employee? 2 A. Yes, he is. 3 Q. And Justin tells him that you're in the process of 4 cleaning that up and you'll get it back up online; is that 5 right? 6 A. I see that. 7 Q. And then if you go up one page 41138 is the Bates 8 label, at the top Garo asks David Bailey the downside to 9 putting the LMU3000 or a newer version on our website. Do you 10 see that? 11 A. I do. 12 Q. And in response Mr. Bailey says, "I think we're on a 13 fast track to a lawsuit, so you might as well put the 14 information online. I would like to review it, however, as I 15 do not want to help them make their infringement case based 16 upon your description of our website." Do you see that? 17 A. No, which page are you on? 18 Q. 41137 middle of the page. 19 A. Okay. 20 Q. And when Mr. Bailey is talking about a fast track to 21 a lawsuit, he's talking about a lawsuit with Omega; right? 22 A. I think so. 23 Q. And he says that he doesn't want to help them, Omega, 24 make their infringement case based on your description on your 25 website; right?	Page 114 1 Q. That's so that e-mails like these don't have to be 2 produced to Omega; right? 3 MR. KAUTH: Objection; form. 4 BY MR. SANTURRI: 5 Q. Is that what you took his statement to mean? 6 A. It's so that -- it's a good practice for us to try to 7 maintain privilege on communications with our counsel when 8 possible. 9 Q. And on the previous page 41136, Garo mentions that he 10 had exactly the same thoughts as Mr. Bailey and doesn't want 11 to make it easy for Omega to build their infringement case by 12 looking at our data sheets. Do you see that? 13 A. I see that. 14 Q. So again, the idea here was to make it more expensive 15 and more difficult for Omega to investigate its allegations of 16 infringement against Calamp? 17 MR. KAUTH: Objection; form. 18 BY MR. SANTURRI: 19 Q. Is that what you took the statement to mean? 20 A. I take it as not to make it easy for Omega to get 21 information about the product from us. 22 Q. Correct, so they have to spend their money to 23 investigate your products? 24 A. I guess effort translates to money. 25 Q. More effort, more money, more difficulty; right?
Page 113 1 A. It says that. 2 Q. Was there a concern that the information on your 3 website was enough to establish infringement of Calamp's 4 products? 5 A. No, I don't think so. 6 Q. And then Mr. Bailey says that he wants to have them, 7 Omega, pay a code expert to have to figure out how your system 8 works. Do you see that? 9 A. I do. 10 Q. So Mr. Bailey suggests it will be better to withhold 11 the information so Omega has to pay more to learn about your 12 products; right? 13 MR. KAUTH: Objection; form. 14 THE WITNESS: David suggests not putting the information 15 on the website. 16 BY MR. SANTURRI: 17 Q. Right. And your -- and your impression of that 18 statement is that Mr. Bailey doesn't want you to put the 19 information on so that Omega has to pay somebody money to 20 figure out how your products work; right? 21 A. Yeah, I think that's what he says. 22 Q. And then above Garo mentions that you need to keep 23 David copied on correspondence to maintain attorney-client 24 privilege. Do you see that? 25 A. I see that.	Page 115 1 A. Just not making it easy, I guess that creates more 2 difficulty. 3 MR. SANTURRI: I'm going to hand you what's been marked as 4 Exhibit 50. 5 (Deposition Exhibit 50 was marked for 6 identification.) 7 BY MR. SANTURRI: 8 Q. I'll ask you take a look at my e-mail at the bottom 9 of the first page, it references discussions that Omega had 10 with Calamp in the September of 2013 time frame. Do you see 11 that? 12 A. Yes. 13 Q. And then includes another offer to license just 14 Omega's data bus patents; right? 15 A. Yes. 16 Q. And if you take a look at the last page of this 17 exhibit, Exhibit 50, it references licensed products and 18 talking about generating signals versus the initial set up and 19 the second category of generating signals. After the initial 20 set up, is this what you referred to earlier, is this the 21 licensing agreement or something to that extent? 22 A. Yes, I think this is the first time we had seen an 23 effort to put the license in words, on paper, so this may have 24 been the first time. 25 Q. And you -- Calamp rejected this proposed license

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Page 116 1 also; right? 2 A. That's correct. 3 Q. And then several months later this lawsuit was filed; 4 right? Is that your recollection that later in 2013 the 5 lawsuit -- 6 A. Yes, late -- late 2013, probably the last month. 7 Q. Has Calamp submitted -- strike that. 8 Has Calamp made third party submission of prior art 9 to the patent office in certain pending Omega patent 10 applications? 11 MR. KAUTH: I'll object as out of the scope of testimony 12 this witness has been designated for, but if you know you can 13 answer. 14 THE WITNESS: I don't know. I know it's been considered, 15 but I don't know if it's been done. 16 BY MR. SANTURRI: 17 Q. And why -- why did you consider submitting third 18 party prior art? 19 MR. KAUTH: Same objection. 20 THE WITNESS: You know, I probably don't have the best 21 understanding of why. Some of it goes to the fact that it 22 appears that in the patent portfolio there's an effort to 23 extend the length of the portfolio life, but the patent 24 material hasn't really changed and so they feel Omega 25 shouldn't be entitled to that.	Page 118 1 has the ability to collect data from vehicle data bus. 2 Q. And how did you come about conceiving of the 3 invention we have in Exhibit 14? 4 A. So part of it was from the fact that I had been 5 investigating the space because we were interested in it and 6 we wanted to find a way to document and differentiate what it 7 is that our product was doing or what we wanted it to do 8 relative to the other art that we were aware of out there. 9 And we wanted to be -- at this point we wanted to have a 10 product that had these types of features and so we were headed 11 towards commercialization. 12 Q. Take a look at figure 1 of Exhibit 14. 13 A. Yes. 14 Q. Is that a figure from one of Omega's products? 15 A. I think it could be. 16 Q. And is figure 2 a figure from one of Omega's patents? 17 A. I think it could be. 18 Q. In fact, if you take a look at the first page of text 19 in this, do you see that at the bottom of the first column 20 there paragraph 6 -- well, actually let me start further up. 21 Starting with paragraph 4, you recite information 22 from various patents owned by Omega; right, where Mr. Flick 23 was an inventor? 24 A. Yes. 25 Q. And that goes on through paragraph 4 and 5; right?
Page 117 1 BY MR. SANTURRI: 2 Q. You understand how priority works; right? 3 A. If you would like to explain. 4 Q. Well, in -- in several of your e-mails and 5 discussions there was -- there were references to priority and 6 going back to original filing dates; right? 7 A. Yes. 8 Q. And you understand that to the extent Omega files 9 patents relating back to earlier applications, it's not really 10 extending the time frame of those patents; right? 11 A. That's correct, but there were other patents that 12 appeared to us to essentially be the same patents again that 13 weren't properly referencing the previous patents. And it 14 appeared to be an effort to extend -- what could effectively 15 cause an unfair extension of the patent life for that patented 16 material. 17 Q. I'm going to hand you what's previously been marked 18 Exhibit 14. Do you recognize Exhibit 14? 19 A. I do. 20 Q. What do you recognize it to be? 21 A. I recognize it to be a patent application owned by 22 Calamp of which I am one of the inventors. 23 Q. And do you recall what the invention of -- described 24 and claimed in Exhibit 14 is? 25 A. Yes, it's a -- essentially a telematics product that	Page 119 1 A. Yes, it does. 2 Q. And paragraph 6 continues the discussion of 3 Mr. Flick's patents; right? 4 A. Yes, it does. 5 Q. And then paragraph 7, 8, 9, 10, and 11 are actually 6 quoted directly from Omega's patents; right? 7 A. Yes, paragraph 6 says that basically it was going to 8 get information from US patent No. 6,924,750 and information 9 that follows was from the column 37 lines 149. 10 Q. And then if you turn the page -- actually, before you 11 do that, down at the -- paragraph 12 you -- you note that 12 figures 1 and 2 are from the 750 patent from Mr. Flick; right? 13 MR. KAUTH: I'm going to interject an objection to this 14 line of questioning again this is outside of the topics this 15 witness has been designated. To the extent you know you can 16 answer, but it is not the official testimony of Calamp. 17 THE WITNESS: Yes, figures 1 and 2 seem to come from 18 patent 6,924,750. 19 BY MR. SANTURRI: 20 Q. And in your mind -- well, let me back up. 21 Did you work on this application with your lawyers? 22 A. I did. 23 Q. And was the art cited from Mr. Flick as part of 24 the -- well, almost the entire background, the most relevant 25 art to your invention in your mind?

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Page 120 1 A. The most relevant art? I would say it was probably 2 the more relevant patent art. 3 Q. Well, were there products that were more relevant 4 that you didn't describe in your patent information? 5 A. In terms of an overall product, no. But in terms of, 6 you know, some of the enablement of how to get data from a 7 vehicle bus, I think we do use technology to -- that has been 8 out there. 9 Q. In your mind, is the invention that you have at 10 Exhibit 14 an improvement upon Mr. Flick's inventions? 11 A. Mr. Flick's? I would say it's different in some 12 regards, there are some potential advantages. 13 Q. If you can turn back to page 4, basically the last -- 14 A. Back to page 4? 15 Q. Back to the claims, basically page 4 of the text. 16 A. Yes. 17 Q. If you look at the first part of claim 1 there, "A 18 vehicle unit for vehicle of a type comprising a vehicle data 19 bus extending throughout the vehicle and at least one operable 20 vehicle device connected thereto, the at least one operable 21 vehicle device responsive to at least one data bus code 22 extending data bus, the vehicle tracking unit comprising." Do 23 you recognize that language to be like what's found in 24 Mr. Flick's patents? 25 A. There are similarities.	Page 122 1 BY MR. SANTURRI: 2 Q. Certainly you've gone through all his patents; right? 3 A. I've gone through his patents. 4 Q. And you know that, for example, patents that are in 5 this case he describes putting data bus signals out on the bus 6 to talk to at least one vehicle device; right? 7 MR. KAUTH: Objection; form. 8 THE WITNESS: I think he puts -- what he tries to patent, 9 at least, is being able to control and change the state of 10 devices on the vehicle. 11 BY MR. SANTURRI: 12 Q. Well, that requires query to a vehicle device; right? 13 MR. KAUTH: Objection; form. 14 THE WITNESS: It may not require query. 15 BY MR. SANTURRI: 16 Q. So Mr. Flick's claims are broader than that; right, 17 it could be query, it could be something else? 18 MR. KAUTH: Objection; form. 19 THE WITNESS: So in terms of -- in Mr. Flick's patents 20 the -- there's a lot of discussion of control signals and 21 that's the purpose of the signal codes and so in order to be 22 able to provide control, the state of the vehicle devices, I 23 think the patents go on to discuss about door locks and 24 starters and maybe actuating the horns, I don't quite recall, 25 we can look at the patents and see.
Page 121 1 Q. Did Mr. Flick in his -- in several of his patents 2 disclose a vehicle tracking unit for a vehicle with a data bus 3 extending throughout the vehicle? 4 A. I think he did. 5 Q. And at least one operable vehicle device connected to 6 that bus; right? 7 A. Yes. 8 Q. And at least one vehicle device is responsive to a 9 data bus code on the bus? 10 A. Yes. 11 Q. And Mr. Flick disclosed in some of his patents the 12 vehicle positioning determining device; right? 13 A. Yes. 14 Q. And he disclosed a wireless communication device; 15 right? 16 A. I think some of the patents he did. 17 Q. And he disclosed a controller based apart from at 18 least one vehicle device connected to the bus, so if the bus 19 extends from the controller to at least one device; right? 20 A. I think he did. 21 Q. And Mr. Flick disclosed a controller that's able to 22 query at least one vehicle device on the bus and store 23 information; right? 24 MR. KAUTH: Objection; form. 25 THE WITNESS: I don't know if he did or not.	Page 123 1 BY MR. SANTURRI: 2 Q. Do you agree Mr. Flick has described querying vehicle 3 devices on the bus? 4 A. Not necessarily. 5 Q. Do you agree that Mr. Flick has described a 6 controller that stores information from at least one vehicle 7 device? 8 A. I think so. 9 Q. And do you agree Mr. Flick has described and claimed 10 reading device codes from the bus? 11 A. Yes. 12 Q. Do you agree that Mr. Flick has described and claimed 13 receiving requests for information from a remote device via a 14 wireless communication device? 15 A. Please repeat. 16 Q. Do you agree that Mr. Flick has described in his 17 patents receiving requests for information from a remote 18 device via a wireless communication device? 19 MR. KAUTH: Objection; form. 20 BY MR. SANTURRI: 21 Q. Such as a central station? 22 A. I would say that's -- yes. 23 Q. And do you recall whether Mr. Flick has described 24 querying a database for information and sending requested 25 information to the remote device?

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Page 124 1 A. No, I don't recall having that in his patents. 2 Q. All right. So let's see if I can figure out where -- 3 what we think is new about this application for what 4 Mr. Flick's described. Did you agree with me that Mr. Flick 5 had described storing information provided by a vehicle device 6 in a database? 7 A. I think so, but I think to be certain I would 8 probably want to look at the patents to be sure. 9 Q. And you didn't agree with me that Mr. Flick described 10 querying a database for information and sending that 11 information to a remote device; right? 12 MR. KAUTH: Objection; form. 13 THE WITNESS: That's correct. 14 BY MR. SANTURRI: 15 Q. And so assuming Mr. Flick didn't disclose those two 16 things, do you think that's enough to make your invention 17 patentable 15 years after Mr. Flick filed his first data bus 18 patents? 19 A. I do. 20 Q. Haven't seen anything like that ever before, using a 21 database and talking to it with a device on the bus? 22 A. No. 23 Q. Did you submit all of the prior art that you surveyed 24 when you formed the opinion that 100 of Mr. Flick's patents 25 are invalid?	Page 126 1 bus to control devices in the vehicle. But whether or not he 2 queries on -- I'm uncertain at this point, I would have to go 3 back and refresh. 4 (Deposition Exhibit 51 was marked for 5 identification.) 6 BY MR. SANTURRI: 7 Q. Do you recognize Exhibit 51? 8 A. I do. 9 Q. Do you recognize this to be one of the patents 10 asserted against Calamp in this case? 11 A. I recognize it as one of the Omega Patents, I would 12 have to cross-reference to make sure it is one of the asserted 13 patents. 14 Q. But this is one of the patents that you have spent 15 hours and hours reviewing; right? 16 A. That's correct. 17 Q. And if you take a look at figure 3 of the 885 patent. 18 A. Okay. 19 Q. You can see that there's various device codes within 20 this command signals table. Do you see that? 21 A. I do see that. 22 Q. And do you recall that the 885 patent talks about 23 reading vehicle device codes from the bus? 24 A. If you could refer me to where it does that as a 25 refresher.
Page 125 1 MR. KAUTH: Objection; form. 2 THE WITNESS: I don't quite recall how much -- all of the 3 pieces of art that we ended up sending in with the patent 4 application, but we sent quite a bit. 5 BY MR. SANTURRI: 6 Q. And -- but it's your opinion that taking something 7 Mr. Flick described in his patents and storing information in 8 a data bus -- database and querying that database is enough to 9 make your patents valid? 10 MR. KAUTH: Objection; form. 11 THE WITNESS: I would say that our -- I believe our 12 patents are valid. 13 BY MR. SANTURRI: 14 Q. Because they had storing and querying in the 15 database? 16 MR. KAUTH: Objection; form. 17 THE WITNESS: Well, the querying is part of the process of 18 the data collection and that information is stored within a 19 database. 20 BY MR. SANTURRI: 21 Q. Well, I think you -- I think you said that Mr. Flick 22 did describe querying devices on the data bus; right? 23 MR. KAUTH: Objection; form. 24 THE WITNESS: I think I was uncertain as to that. I know 25 that he tries to write codes, I do recall that, to the data	Page 127 1 Q. Well, for example, in claim 1 column 11, let's see, 2 it claims reading a device code from a data communications 3 bus. Do you see that? 4 A. I see that. 5 Q. And to read the device codes, do you have to first 6 query the device? 7 A. In cases you do and some cases you don't. 8 Q. Okay. So -- so one -- one way of reading the device 9 code would be to query a device on the bus; is that right? 10 A. That is one way. 11 Q. And then you can see that the -- in claim 1 there's 12 a -- the controller determines a match between the read device 13 code and stored device codes; right? 14 A. Yes. 15 Q. Like what's shown in the table at figure 3 that we 16 looked at earlier, that's one way to do it? 17 A. Yes. 18 Q. And could you consider the -- one way you could store 19 the codes would be in a database; right? 20 MR. KAUTH: Could you read that back, please? 21 (The record was read.) 22 MR. SANTURRI: Let me fix that. 23 BY MR. SANTURRI: 24 Q. One -- one way to implement the invention would be to 25 store these device codes in a database; right?

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Page 128 1 A. Mr. Flick's invention, yes. 2 Q. And looking at the table, would you consider that a 3 database? 4 A. Okay. Yes. 5 Q. And so if we go back to claim 1 in Exhibit 14, 6 querying at least one vehicle device by the bus, do you see 7 that part of the claim? 8 A. I do. 9 Q. And we said one way that you could read the device 10 codes from Mr. Flick's patent would be to query the device, 11 right? Correct? 12 A. Yes. 13 Q. And the next part about store information in a 14 database. Do you see that? 15 A. Yes. 16 Q. And one way that one could implement Mr. Flick's 17 invention would be to store the device codes in a database or 18 lookup table; right? 19 A. Well, I guess when I look at what you've shown me 20 here, it appears to me that Mr. Flick has stored codes here, 21 these are his command signals all right and this is not -- in 22 our -- as in our case when we're doing this querying, we're 23 essentially capturing the -- I guess what's commonly called 24 the PIDS. You know, information coming off the various 25 vehicle devices. I don't think they're necessarily these	Page 130 1 collecting and those are all PIDS. 2 BY MR. SANTURRI: 3 Q. That's just one embodiment; right? You're not 4 necessarily limited to that unless you disclaim it; right? 5 A. Right. 6 Q. And if one were to construe command signals and 7 Mr. Flick's patents to be any signal generated on the bus for 8 operating a vehicle device, would that include PIDS? 9 A. No, because you wouldn't ride a PID. 10 Q. Don't you need the PID to be able to operate a 11 vehicle device? 12 A. I think the PID is what's returned. 13 Q. Is a PID a signal that's generated on the bus? 14 A. By the vehicle device, not by -- necessarily by our 15 device. 16 Q. And if Mr. Flick's invention, which -- actually, let 17 me back up. 18 If we go back to the 885 patents, what is really 19 described is reading and storing device codes; right? We 20 looked at claim 1. 21 A. Well, let's look at claim 1. Now, what it's 22 describing here to me is he has preset codes that he is 23 looking for and he's looking to be able to match something 24 that is read to what he has stored in his database or his 25 lookup table, whatever you want to call it.
Page 129 1 command signals. 2 Q. Well, that -- you're talking about how you 3 implemented it in a commercial device; right? Is that what 4 you mean when you say you're capturing PIDS? 5 A. Yes. 6 Q. But your claims aren't restricted to PIDS; right? 7 A. Well, I think PIDS are what come when you -- when we 8 query the vehicle device. 9 Q. And when one queries the vehicle device, like 10 described in Mr. Flick's patents, you would also get PIDS; 11 right? 12 MR. KAUTH: Objection; form. 13 BY MR. SANTURRI: 14 Q. That's how the bus works; right? 15 A. Well, I'm not certain about Mr. Flick's invention, 16 how he's doing it. 17 Q. There's nothing in your -- 18 A. Or what he's doing. 19 Q. There's nothing in your -- your application or 20 Mr. Flick's invention that restricts -- that says one way or 21 the other whether it has to be PIDS; right? 22 MR. KAUTH: Objection; form. 23 THE WITNESS: Yeah, offhand I'm not identifying what would 24 limit it in that claim to PIDS. Although with talk about in 25 one of the embodiments specific parameters that we're	Page 131 1 Q. He's stored device codes in his lookup table; right? 2 A. Ahead of time, yes. 3 Q. And he's also looking for -- he's also reading device 4 codes off the bus; right? 5 A. He is reading device codes off the bus. 6 Q. And if device code is just any signal from a vehicle 7 device, that could include PIDS; right? 8 A. Well, to me the device code is -- let's see -- okay. 9 All right. In terms of if a read device code -- okay. 10 Q. Okay. And so assuming that a device code is just a 11 signal from the vehicle device, Mr. Flick's 885 patent 12 discloses querying a device code and storing that 13 information -- and storing information on device codes in the 14 database; right? 15 A. I don't think he's storing that -- that read in the 16 database. I don't see where it says he's doing that. He's 17 doing a match with prestored values, but he's not storing the 18 data again obviously to me. 19 Q. Is that -- is that what sets your invention apart 20 from all Mr. Flick's patents, the fact that you store 21 information you read from the bus? 22 A. I think part of it is, yeah, we think our 23 architecture is different. 24 Q. I'm not talking about your architecture, I'm talking 25 about your claims.

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Page 132 1 A. Yeah, I think part of it is because we are 2 essentially creating a local database there on the device and 3 then supporting mechanisms for which that data can be 4 retrieved from the database. 5 Q. Didn't scan tools query and store information -- 6 query information from the data bus and then store that 7 information? 8 MR. KAUTH: Objection; form. 9 THE WITNESS: Yes. 10 BY MR. SANTURRI: 11 Q. So the step of querying and storing is nothing new in 12 light of scan tools; right? 13 A. Okay. That's true. 14 Q. So if we go down to the last element of your claim, 15 receive requests for information from a remote device via 16 wireless communication device, I think -- I think we agreed 17 that Mr. Flick has talked about doing that in his patents; 18 right? 19 A. Well, I don't think -- if I look at that last one I 20 don't think Mr. Flick is querying his database for the 21 requested information. 22 Q. We're not there yet. I asked about receiving 23 requests for information from a remote device. 24 A. Okay. 25 Q. Has Mr. Flick described that?	Page 134 1 querying and sending information from a database? 2 A. Well, I think just those two things, people can query 3 and send data, but not in a -- not that we're aware of in an 4 overall system like this. 5 Q. It's not -- it's not enough for the pieces to have 6 been out there, you have to have somebody that actually 7 combined them together to invalidate? 8 A. I would say that probably requires a legal opinion 9 unfortunately. I'm not sure I can answer that. 10 Q. Well, you spent hundreds of hours determining that 11 all of Mr. Flick's patents are invalid; right? 12 A. Yes. 13 Q. But you're not sure the answer to that question with 14 respect to your own patent? 15 A. Go ahead and repeat the question. 16 Q. Is the fact that all the elements of your claim were 17 known at least a decade before you filed it, is that enough 18 for invalidity? 19 MR. KAUTH: Objection; form. 20 THE WITNESS: I guess it's still not obvious to me that 21 that combination of things necessarily identifies the fact 22 that we're querying, storing, and managing data for wireless 23 remote requests. 24 MR. SANTURRI: All right. Why don't we go ahead and take 25 a break.
Page 133 1 MR. KAUTH: Objection; form. 2 THE WITNESS: Yes. 3 BY MR. SANTURRI: 4 Q. And then -- so does that mean that the novel aspect 5 of claim 1 in your mind is just querying the database and 6 sending that information via wireless communication device? 7 A. I think it's more than that, I think it's also 8 establishing the local database there in conjunction with 9 those other capabilities together to do that. 10 Q. Didn't scan tool do that? 11 A. Scan tool will do the -- scan tool can do the query. 12 Q. And it can store the information; right? 13 A. It can. 14 Q. So then it just comes down to the quarrying the 15 database and sending that information; right? That's the 16 novelty, according to you? 17 A. I think that's -- that's part of it. 18 Q. Don't the 885 combined with the scan tool basically 19 disclose everything in claim 1 of your invention here at 20 Exhibit 14? 21 A. No, I don't know because I don't think the scan tool 22 or the 885 mentioned -- the 885 patent is showing a mechanism 23 to query the database and then to send the requested 24 information. 25 Q. And nobody knew how to do that before your invention	Page 135 1 THE VIDEOGRAPHER: Off the record at 2:51 p.m. 2 (Brief recess.) 3 THE VIDEOGRAPHER: Start of tape four. Back on the record 4 at 3:03 p.m. 5 BY MR. SANTURRI: 6 Q. All right. Sir, according to our list of topics for 7 today you were listed as one of two people that can testify as 8 to Calamp's assertion that it does not infringe any claim of 9 the asserted patents. 10 A. Okay. 11 Q. So why don't I start with -- since that's the one you 12 have in front of you, the 885 patent which is Exhibit 51, can 13 you explain to me why the LMU3000 doesn't infringe claim 1 of 14 the 885 patent? 15 A. So my recollection in part is that the multi-vehicle 16 compatible controller is -- some specification in this patent 17 and/or the others designed to essentially change the state of 18 vehicle devices. 19 Q. Do you know whether the judge has said in this case 20 that that's a requirement of multi-vehicle compatible 21 controller? 22 A. I don't -- I don't know. I don't recall. I guess I 23 would have to see the mark man to know. 24 Q. Okay. Well, let's go back to the claims and see what 25 we do agree on. If you look at claim 1, transmitter to

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Page 136 1 receiver for receiving signals from a transmitter. 2 A. I would ask that you back up to the beginning just so 3 I can get up to speed. 4 Q. All right. Well, control system for a vehicle 5 comprising a data communication bus in at least one vehicle 6 device connected thereto. Do you see that? 7 A. I do see that. 8 Q. And Calamp LMU3000 is a system for a vehicle with a 9 bus and at least one device connected thereto; right? 10 A. It is, but I'm not sure that we agree that it's a 11 control system. 12 Q. Well, we agree that -- do you agree that the Calamp 13 LMU3000 can send out requests on the bus? 14 A. Calamp 3000 can query data from vehicle devices on 15 the bus, yes. 16 Q. And as a result of those queries, the other devices 17 on the bus will respond to Calamp's query; right? 18 A. The device designated for the query should respond, 19 yes. 20 Q. All right. And why is that not control causing a 21 vehicle device to respond to a request from Calamp's LMU3000? 22 A. Because my recollection is as we looked into the 23 specifications of the patent and the summary and background 24 info, it appeared that control had to deal with changing the 25 state of the vehicle devices. Not just querying data from the	Page 138 1 Do you agree the LMU3000 stores device codes within 2 it? 3 A. It has device codes. 4 Q. They're stored in the LMU3000? 5 A. Yes. 6 Q. And do you agree that the LMU3000 is able to read 7 device codes from the bus? 8 A. It is. 9 Q. Do you agree that it's able to read device signals -- 10 let me back up. 11 The court's interpreted device codes as just a signal 12 from the vehicle device; right? 13 Do you understand that? 14 MR. KAUTH: Objection; form. 15 THE WITNESS: I'm sorry, are you representing something 16 from the mark man to me? 17 BY MR. SANTURRI: 18 Q. Well, I'm actually reading from your expert's report. 19 A device code is a signal from a vehicle device, is that your 20 understanding? 21 A. I guess I would like the full context of what you're 22 reading, I don't think I've seen the expert report. 23 Q. All right. Well, now I'm going to read from Judge 24 Byron's claim construction order, "Device codes are signal 25 from a vehicle device." Do you understand that that's the
Page 137 1 device, it was being able to actuate a door lock or start an 2 ignition. 3 Q. So in order to infringe, in Calamp's opinion, your 4 device would have to actuate a door lock or start the engine? 5 A. Change the state of a vehicle device, perform a 6 control function. 7 Q. Okay. What does it mean to change the state of a 8 vehicle device? 9 A. So to go from on to off, off to on, I guess to me 10 it's kind of a -- it's a digital concept. I think the -- 11 either this patent or others tries to, I think, make it clear 12 that those devices are things like door locks and the function 13 of remote starting. 14 Q. And based on -- so just to make sure I understand 15 this right, Calamp's non-infringement position with respect to 16 claim 1 of the 885 patent is that the device has to perform 17 some function that's described in the spec like locking a door 18 lock or starting a car? 19 A. Right, that should be part of the requirement for the 20 multi-vehicle compatible controller. 21 Q. Well, do you agree that the Calamp LMU3000 has a 22 transmitter and a receiver? 23 A. It does. 24 Q. And do you agree that it stores device codes that -- 25 str ke that.	Page 139 1 concertion that's been provided in this case? 2 A. Okay. 3 Q. All right. And would you agree with me that the 4 LMU3000 is able to read a signal from a vehicle device off the 5 bus? 6 A. Yes. 7 Q. And would you agree that it has vehicle devices 8 stored within the LMU3000? 9 MR. KAUTH: Objection; form. 10 THE WITNESS: No, it does not have vehicle devices. 11 MR. KAUTH: I don't think you meant devices. 12 THE WITNESS: It does not have vehicle devices stored 13 within the LMU3000. 14 BY MR. SANTURRI: 15 Q. Are there device codes stored within the LMU3000? 16 A. Yes. 17 Q. And is the LMU3000 able to compare a signal from the 18 bus to device codes to determine what vehicle -- what bus 19 protocol is being used by the vehicle? 20 A. The LMU3000 goes through a vehicle bus discovery 21 process that in our understanding is specified by SAE to 22 discover what type of bus the vehicle has. Does that help 23 answer your question? 24 Q. Well, so as part of the discovery process done with 25 the LMU3000 is it sends signals out on the bus; right?

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Page 140 1 A. It does. 2 Q. And if it receives a signal from the bus, it matches 3 what it expects to receive in response to its query. It 4 knows -- the LMU3000 knows what type of bus protocol is being 5 used in the vehicle; right? 6 A. It does. 7 Q. And so -- 8 A. I guess at that point it knows -- at that point it 9 knows which electrical standard is being used in the bus. 10 Q. And that's necessary to provide compatibility with 11 different vehicles; right? 12 A. Yes. 13 Q. And so is the dispute -- is Calamp's position that 14 with respect to non-infringement it's a dispute over whether 15 the LMU3000 qualifies as a control system or a controller? 16 A. Right, whether or not it performs control and if it's 17 a control system. 18 Q. Okay. So your non-infringement -- Calamp's 19 non-infringement position with respect to claim 1 that you 20 contend the LMU3000 does not perform control functions? 21 A. That was part of it, yes. 22 Q. Well, what else is there? 23 A. I think that's what I can recall at this point. 24 Q. If you take a look at claim No. 2 and see that it 25 says the multi-vehicle compat ble controller comprises a	Page 142 1 station transmitter and the vehicles at the receiver. Do you 2 see that? 3 MR. KAUTH: Can you repeat that question, please. 4 MR. SANTURRI: Here, I'll just restate it. 5 BY MR. SANTURRI: 6 Q. Do you see that claim 12 of the 885 recites the 7 transmitter comprises at least a central station transmitter 8 wherein said receiver is at the vehicle. Do you see that? 9 A. Yes. 10 Q. And do you agree with me that the -- that the vehicle 11 is able to both transmit and receive via its cellular device 12 to a remote station? 13 A. A vehicle with the LMU3000? 14 Q. Yes, sir. 15 A. Yes. 16 Q. Well, really with specifically the LMU3000 and it's 17 cellular capability it is able to both transmit and receive to 18 a remote location; correct? 19 A. That is correct. 20 Q. And so if you take a look at claim 14 of 885, it 21 basically is that claim in reverse where the LMU3000 is able 22 to transmit to a remote location. Do you see that? 23 A. It says that the receiver comprises at least a 24 central station transmitter and wherein said transmitter is at 25 the vehicle. Claim 14?
Page 141 1 memory for the stored device codes. Do you see that? 2 A. I do. 3 Q. All right. And I understand that you -- that Calamp 4 disputes that the LMU3000 has a multi-vehicle compat ble 5 controller; right? 6 A. Right. 7 Q. But you would agree with me that there is memory 8 within the LMU3000; correct? 9 A. That is correct. 10 Q. And that it stores device codes? 11 A. It does. 12 Q. With No. 3, again it includes multi-vehicle 13 compatible controller, let's just set that aside because I 14 know we don't agree on that; right? 15 A. Uh-huh. 16 Q. But you would agree with me that there's a processor 17 cooperating with the memory within the LMU3000 to determine a 18 match between the signals sent out on the bus during the 19 vehicle discovery process and the signals that are received in 20 response; right? 21 A. Yes. 22 Q. And if you turn -- I'm sorry, don't turn. Claim 12 23 of 885. 24 A. Okay. 25 Q. It says that the transmitter comprises a central	Page 143 1 Q. Yes. 2 A. Yeah. Control system, according to claim 1, wherein 3 the said receiver comprises at least a central station 4 transmitter wherein said transmitter is at the vehicle. 5 Q. And would you agree with me there's a transmitter 6 within the LMU3000? 7 A. There is a transmitter within the LMU3000. 8 Q. And would you agree with me it can transmit to a 9 central station that will receive that signal? 10 A. It can. I think what your claim here calls out is a 11 receiver that comprises a transmitter which I'm not sure -- 12 receivers and transmitters are typically two different things. 13 Q. Well, you agree that the LMU3000 has a cellular 14 transceiver; right, it both transmits and receives? 15 A. It does. 16 Q. And it communicates with a remote central station; 17 right? 18 A. It does. 19 Q. It both transmits -- 20 A. It can. Yes. Yes. 21 Q. -- and receives? 22 Essentially it can act as either a transmitter or 23 receiver, the LMU3000? 24 A. Yes. 25 MR. SANTURRI: Would you agree with me -- if you can take

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Page 144 1 a look at claim 16 -- actually, not claim 16. 2 Handing you what I've marked as Exhibit 52. 3 (Deposition Exhibit 52 was marked for 4 identification.) 5 THE WITNESS: Okay. 6 BY MR. SANTURRI: 7 Q. Do you recognize this to be the 876 patent? 8 A. I do. 9 Q. If you can turn your attention to claim 1 and provide 10 me the basis for -- let me start over. 11 If you can take a look first at claim 1 of the 876 12 patent. 13 A. Yes. 14 Q. And you can see that parts of -- part of the -- part 15 of the claim includes multi-vehicle compatible controller. Do 16 you see that? 17 A. Yes. 18 Q. And does Calamp contend that -- that the LMU3000 is 19 not a multi-vehicle compatible controller for the same reasons 20 as we talked about with the 885? 21 A. Yes. 22 Q. Okay. Setting that aside, can you tell me if there 23 are any additional limitations in claim 1 that Calamp contends 24 are not met by the LMU3000? 25 A. Well, in this claim, it's similar to what you just	Page 146 1 A. Or change -- change the state of some vehicle device. 2 I think there's other things that are referred to in here. 3 Q. And it's not enough to require a response from a 4 particular vehicle device in response to a query from the 5 LMU3000? 6 A. Right, I think just getting status data is not 7 enough, it's different. 8 Q. Do you know whether you or your -- strike that. 9 Do you know whether your one -- you personally 10 qualify as one of ordinary skill in the art with respect to 11 patents and suit? 12 A. I would like to think so, but I'm not sure who gets 13 to determine that. My mother would vote yes. 14 Q. All right. So with respect to claim 1, we agree 15 there's a transmitter and receiver; right? 16 A. I do agree. 17 Q. And you disagree that the LMU3000 has a multi-vehicle 18 compatible controller? 19 A. Yes. 20 Q. And you disagree that it generates command signals on 21 the bus? 22 A. That's correct. 23 Q. I take it that means that you disagree even if it is 24 able to generate both working and nonworking command signals? 25 A. That's correct, I do disagree.
Page 145 1 commented on, but it talks about command signals and I don't 2 believe that we are issuing command signals according to this 3 patent. 4 Q. Okay. And is there a specific definition that you 5 believe applies to command signals? 6 A. I think a command signal should be something that can 7 change the state of a vehicle device. 8 Q. And do you know whether that was the claimed 9 construction adopted by the court in this case? 10 A. I don't recall. 11 Q. The construction of the court for command signal is, 12 "Signal generated on the data communications bus for operating 13 a vehicle device." Do you think that operating a vehicle 14 device requires a change in state, as you have said? 15 A. I do, that would be operating to me. 16 Q. All right. So is it -- do you disagree that a 17 command signal could be a signal sent to a device requiring 18 the device provide certain information back to the LMU3000? 19 A. I believe that our query functionality is different 20 from what you're calling here a command signal. 21 Q. And that's based on your interpretation of the spec; 22 right? 23 A. Yes. 24 Q. And you believe that in order to be a command signal 25 it has to lock the doors or start the engine; correct?	Page 147 1 Q. All right. With respect to claim No. 2, that's again 2 asking about -- actually, not claim No. 2. Claim No. 3, it's 3 talking about generating command signals, I take it you 4 disagree the LMU3000 does that? 5 A. Right, I -- I -- we do not generate command signals. 6 Q. And I take it that means with respect to claim 4 7 you -- it's Calamp's conception that the LMU3000 doesn't 8 generate command signals representing digitally-coded 9 information? 10 A. That's correct. 11 Q. Setting aside the controller -- well, strike that. 12 With respect to claim No. 5, I assume that we still 13 agree that there's a memory; however, you disagree that the 14 LMU3000 has a multi-vehicle compatible controller that stores 15 command signals? 16 A. You are correct. 17 Q. If you turn your attention to claim 12. Set aside 18 the controller because I already know we disagree there. 19 A. Okay. 20 Q. But I think with respect to, for example, the -- what 21 we've already talked about, we agree that the LMU3000 can read 22 device codes, determine a match to provide compatibility with 23 different vehicles; right? 24 A. Yes, we can use -- read device codes as part of our 25 discovery process, yes.

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Page 148 1 Q. And claims 14 and 15 address the central station -- 2 well, claims 14 and 16 address the central station 3 transmitter, I think we already covered that with the 885. 4 A. Yeah, so the LMU3000 has a transmitter and a receiver 5 in it, I agree. But I still have the same comments that we 6 don't have the command signal since it goes back to claim 1. 7 Q. Right. Now, I asked you all the questions in the 8 context of the LMU3000. 9 A. Okay. 10 Q. Is there any additional non-infringement position 11 with respect to the 876 patent that Calamp contends applies to 12 the LMU3030? 13 A. No, I don't think so. 14 Q. Is there any of the elements you contested with 15 respect to the LMU3000, the controller and the command 16 signals, do you also contend that the LMU3030 is not a 17 multi-vehicle compatible controller? 18 A. That's correct. 19 Q. And you also contend that the LMU3030 does not store 20 or send command signals? 21 A. That's correct. 22 Q. And just to make sure that I hit each of the patents, 23 with respect to the 885 patent that we covered immediately 24 before this, are your positions on non-infringement with the 25 same with respect to the LMU3000 and 3030?	Page 150 1 controller cooperating with the cellular device and the GPS 2 device to determine and send vehicle position information to a 3 monitoring station? 4 A. Okay. 5 Q. And would you agree that the LMU3000 can store a user 6 selected reference selection like a geofencing location? 7 A. It can. 8 Q. And would you agree that the LMU3000 can send vehicle 9 position information based on the vehicle moving beyond a 10 radio threshold from the user selected location? 11 A. Can it do radius? I would have to refer to the 12 documentation for the device to be sure if it can do radial 13 threshold distance. 14 Q. Well, do you know whether the PEG programming guide 15 describes geofencing using point radial definitions? 16 A. That's what I was trying to confirm, whether or not 17 it -- it does that. I know it can have polygons and I know it 18 can track accumulated distance, but whether it can do radius 19 or not, I don't recall off the top of my head. It's not -- my 20 impression is it's not a popular limitation if we do it, but 21 I'm just not sure. 22 Q. The LMU3000 specifications state that they can do 23 built-in geofences plus any combination of circle or polygon 24 zones, would that be enough to -- for you to determine that 25 the 3000 is, in fact, able to do geofencing based on a radial
Page 149 1 A. Yes. Thank you. 2 MR. SANTURRI: All right. I've handed you Exhibit 53, 3 which is the 989 patent. 4 (Deposition Exhibit 53 was marked for 5 identification.) 6 THE WITNESS: Okay. 7 BY MR. SANTURRI: 8 Q. If you can turn back to claim 23. Would you agree 9 with me that the LMU3000 is a tracking unit for a vehicle? 10 A. Yes. 11 Q. Would you agree it has a vehicle position determining 12 device? 13 A. Yes. 14 Q. Would you agree it has a wireless communication 15 device? 16 A. Yes. 17 Q. The vehicle position determining device, that's the 18 GPS; right? 19 A. In the case of the 3000 it is. 20 Q. Same in the case of the 3030? 21 A. Yes. 22 Q. And the wireless communication device, is that the 23 cellular card in both the 3000 and 3030? 24 A. Again, there is a cellular module in both cases. 25 Q. And would you agree that in the 3000 there is a	Page 151 1 threshold distance? 2 MR. KAUTH: Objection; form. 3 THE WITNESS: No, depends how they're doing the circles. 4 Is it circular, that you said, there's polygon and circular? 5 BY MR. SANTURRI: 6 Q. Yes, sir. 7 A. No, it could be that the circle itself could be 8 discrete, I'm not sure how it's implemented. 9 Q. You don't know sitting here today one way or the 10 other? 11 A. As -- as far as the radius, I don't know for sure. 12 Q. Can you recall the name of the field application 13 engineer that was deposed in this case, first name Jeff I 14 think? 15 A. It was a long last name Berger or something like 16 that? 17 Q. Yes. 18 A. I know -- I know of Jeff, yes. 19 Q. If he testified that the LMU3000 and 3030 can be 20 programmed with point radius geofences, would you have any 21 reason to dispute that? 22 MR. KAUTH: Objection; form. 23 THE WITNESS: He probably would know better. 24 BY MR. SANTURRI: 25 Q. So you would defer to him on that point?

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Page 152 1 A. Him or the other person that works with the products, 2 yeah, more closely. 3 Q. Is that a question that I should ask of 4 Mr. Hergesheimer tomorrow? 5 A. I think that would be -- that's probably a good idea. 6 Q. All right. Then I'll work through these with him. 7 A. Okay. 8 Q. Because as you sit here today, you don't -- you don't 9 know one way or the other; right? 10 A. Right. 11 MR. SANTURRI: All right. Sir, I've handed you a copy of 12 the 727 patent. 13 (Deposition Exhibit 54 was marked for 14 identification.) 15 THE WITNESS: Okay. 16 BY MR. SANTURRI: 17 Q. If you can take a look at claim 1. Is the LMU3000 18 capable of providing speed notifications -- speed exceeded 19 notifications? 20 A. I think it is, yes. 21 Q. And is it operable in a vehicle with a vehicle data 22 communication bus extending throughout the vehicle? 23 A. We may not -- I know it's been discussed, we may not 24 be enabling speed notification based off of the vehicle's 25 reported speed. We do allow it based on GPS speed.	Page 154 1 non-infringement that you know of? 2 A. No. 3 Q. And is your definition of controller different from 4 your definition of controller that we discussed with respect 5 to prior patents? 6 A. No, it's still something that will -- that can change 7 the state of a vehicle device, operate a vehicle device. 8 Q. All right. With respect to non-infringement on the 9 989 and 727, I need to follow-up with Mr. Hergesheimer 10 tomorrow? 11 A. Yes. If you have more questions, yes. 12 (Deposition Exhibit 55 was marked for 13 identification.) 14 BY MR. SANTURRI: 15 Q. Exhibit 55 is the 278 patent. You can turn your 16 attention back to claim 1. 17 A. Okay. 18 Q. And can you explain why Calamp contends that its 19 LMU3000 and 3030 do not infringe claim 1 of the 278 patent? 20 A. LMU3000 and LMU3030 do not have a multi-vehicle 21 compat ble controller, as we discussed before. Yeah, I think 22 that's the main point, we don't have the multi-vehicle 23 compat ble controller. 24 Q. Okay. And with respect to claim 2, do you agree that 25 the LMU3000 and 3030 have a wired downloading interface?
Page 153 1 Q. Do you -- do you know one way or the other whether 2 the LMU3000 and 3030 can use vehicle bus speed to send a speed 3 exceeded notification? 4 A. I'm not sure how it was released to the field in that 5 case. 6 Q. Do I need to ask Mr. Hergesheimer that question? 7 A. That's fine. 8 Q. Okay. Sitting here today, do you know the basis 9 for -- first of all, do you -- does -- Calamp contends that 10 claim No. 1 is not infringed; is that right? 11 A. Calamp does contend that, yes. 12 Q. And do you know the basis for that infringement 13 sitting here today? 14 A. Let me read the claim, please. So it's in part a 15 capability, I think, of whether or not we can read or whether 16 we determine speed threshold based off of vehicle bus data. 17 And I think the other is -- I think we went to the definition 18 of controller, if I'm not mistaken. All right. So whether or 19 not we -- we think we may not have the controller that's 20 specified here. 21 Q. And you think you -- you don't know whether you can 22 read the speed off the bus and send a notification in 23 response? 24 A. Should I repeat that? 25 Q. Okay. Other than that, any additional basis for	Page 155 1 A. They do. 2 Q. Do you agree that the -- in claim 3 that the wired 3 downloading interface comprises a connector for temporary 4 connection on the LMU3000 and 3030? 5 A. Okay. I do. 6 Q. And do you agree with respect to claim 4 that the 7 LMU3000 and 3030 have a wireless download and interface? 8 A. The 3000 I think does not have the wireless signal 9 download interface. And the 3030 can receive remotely from 10 the server pointers to the codes starting the device. 11 Q. Does PULS work with the LMU3000? 12 A. PULS does work with LMU3000, it pretty much works 13 with all the LMU's. 14 Q. And is PULS able to download software to the LMU3000? 15 A. It can. 16 Q. And can it also flash the -- or download new firmware 17 to the LMU3000? 18 A. To the -- what I'll call the Calamp portion of it, 19 yes. 20 Q. Do you contend that it's -- PULS is not able to 21 update the software firmware in the OBD portion of the 22 LMU3000? 23 A. It's my understanding. 24 Q. Do you know that for a fact or -- 25 A. You can confirm with Pete, I'm fairly sure of that.

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Page 156 1 Q. Okay. And with respect to claim No. 5, if -- well, 2 at least for the 3030, the wireless download is a temporary 3 connection; correct? 4 A. Yes. 5 Q. Claim 6, do you agree that one of the vehicle codes 6 is for reading from at least one vehicle device within the 7 LMU3000 and 3030? 8 A. Yes. 9 Q. Claim 8 requires that the downloading interface permit 10 downloading of at least one programming instruction for the 11 multi-vehicle compatible controller, would you agree both the 12 LMU3000 and 3030 have that? 13 A. We don't have the multi-vehicle compatible 14 controller, but we can download at least one programming 15 instruction. 16 Q. Okay. Claim 11, you do agree that the 3000 and 3030 17 have GPS? 18 A. I do. 19 Q. And claim 12, you agree that the GPS wireless 20 communication device and the controller and the downloading 21 interface are within a housing? 22 A. The LMU3000 has a housing, it doesn't have a 23 multi-vehicle compatible controller. 24 Q. Okay. 25 A. Quick one?	Page 158 1 you see that? It's got some bulleted license -- what I think 2 are bulleted licenses, do you see that? 3 A. I do. 4 Q. PJC, that's the one we talked about earlier? 5 A. We discussed PJC. 6 Q. Arrival Star, we talked about that one? 7 A. We did. 8 Q. What's Lunar Eye? 9 A. Lunar Eye was a patent troll case which I think 10 predates the first Omega case. 11 Q. And did you -- I see that there was a covenant not to 12 sue, did you pay money for that covenant? 13 A. We did pay something to settle the case, yes. 14 Q. Do you know how much? 15 A. I think it was around 170,000. 16 Q. And then there's reference to RPX license or other 17 coverage. What does that mean? 18 A. So RPX is a company that aggregates -- that -- that 19 acquires patents for its members and basically its members get 20 the benefit of those patents. And so I guess at this time 21 they probably got this information from me, RPX's portfolio 22 was somewhere around 3800 technology patents. 23 Q. And you paid a license fee for that? 24 A. We pay a membership fee. 25 Q. Are you still a member?
Page 157 1 Q. Do you need a break? 2 A. Quick one, please. 3 THE VIDEOGRAPHER: Off the record at 3:57 p.m. 4 (Brief recess.) 5 THE VIDEOGRAPHER: Back on the record at 4:12 p.m. 6 MR. SANTURRI: I'm going to hand you what's been marked as 7 Exhibit 56. 8 (Deposition Exhibit 56 was marked for 9 identification.) 10 THE WITNESS: Okay. 11 BY MR. SANTURRI: 12 Q. Were you involved in responding to a request for 13 proposal for Enterprise Holdings? 14 A. I was consulted on it, but I'm not the manager for 15 the response. 16 Q. Okay. What areas were you consulted on? 17 A. Vehicle coverage, how we might go about getting 18 additional vehicles added, the PIDS we're able to collect. 19 Q. Were you also -- if you can turn to what's Bates 20 labelled 25831. There's also -- was your input also solicited 21 with respect to the intellectual property part of this RFP? 22 A. The intellectual property and questions around this 23 time, so could be. 24 Q. All right. And if you could turn to the next page, 25 there's a section on licensing and telematics solutions. Do	Page 159 1 A. We are still a member. 2 Q. Do you know how much it is to be a member? 3 A. There's a formula, but I think back in that time we 4 were probably paying around \$60,000 a year to be a member of 5 RPX. 6 Q. Has that increased since that time? 7 A. I think it's gone up some as the size of the company 8 has increased. 9 Q. It says you have IP litigation insurance. Do you see 10 that? 11 A. Yes, at that time we did have IP litigation 12 insurance. 13 Q. Do you no longer have that? 14 A. I do not think we still have that. 15 Q. Do you have insurance coverage in this case? 16 A. Not from RPX, I don't know about any others. 17 Q. I think you mentioned this earlier, you mentioned 18 Wi-Lan W-i L-a-n -- 19 A. Yes. 20 Q. -- license? 21 A. Yes. 22 Q. Did you pay for a license for that? 23 A. We -- we have a royalty obligation to Wi-Lan if we 24 have products that use one of the listed wireless technologies 25 and that our suppliers have not already licensed.

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Page 160 1 Q. With respect to the 3000 and 3030, do you have your 2 suppliers licensed under Wi-Lan? 3 A. In some cases, not all cases I don't think. 4 Q. How much do you pay for that? 5 A. So subject to confidentiality we pay Wi-Lan somewhere 6 between half a percent and one percent on the price of the 7 product and it's closer to the half a percent side. 8 Q. Is it a sliding scale? 9 A. No, it's capped at \$4.00 a unit. So if we had a -- I 10 don't know, 500-some-odd dollar product we could hit the cap. 11 Q. And then we talked about the Forbes licensed patents; 12 right? 13 A. Yeah, we have a grant back license at this time. 14 Q. And next it asked if you were named to any patent 15 infringement lawsuits. Do you see that, No. 3? 16 A. Yes, I see that. 17 Q. And at this time were you still involved in the 18 Calamp litigation -- I'm sorry, the Sky Patrol litigation? 19 A. I would have to try and match up the dates, but I 20 think in the case of the Sky Patrol case our dispute with Sky 21 Patrol was also commercial in nature, they weren't suing us on 22 patents, but it was related to Omega's suit against Sky 23 Patrol. So I would have to match up the dates, it could be. 24 Q. And -- well, do you know whether at this time there 25 were -- you had -- strike that.	Page 162 1 THE WITNESS: No, I don't think we did anything like that. 2 BY MR. SANTURRI: 3 Q. Did you think that was necessary under the RFP? 4 A. You know, I'm not familiar with all the terms of the 5 RFP since I didn't manage it. 6 Q. And it says that you -- at the time you didn't have 7 any written non-infringement opinions to counsel? 8 A. I see it says that. 9 Q. Do you know whether that's true or not? 10 A. I don't recall the date that we got our written 11 opinions in the Omega case. 12 Q. If you turn one page further to 258 -- 25834, so if 13 you flip to the next page. 14 A. Okay. 15 Q. There's a reference to door locks and whether the 16 device could do door lock and unlock. Do you see that? 17 A. I do see that. 18 Q. And the second paragraph you say that the -- that the 19 feature is supported in current Calamp products. Is that 20 accurate? 21 A. So I don't think that's worded well. I don't know if 22 at this -- at this time we have the 3033 product or not, but 23 the 3000 and the 3030 do not have door lock and unlock 24 features. 25 Q. It references an additional IP licensing fee of 5- to
Page 161 1 Do you know whether at this time you were analyzing 2 whether the LMU3000 infringed any of Omega's data bus patents? 3 A. At this time? 4 Q. Yes, sir. 5 A. I think we were mostly done with the review of the 6 patents themselves, but at that -- all the way through 7 whenever we started in 2010 to even now, we're looking for 8 prior art, things that we haven't found already. And so I 9 mean, that's -- that's still ongoing. 10 Q. If you can pull out Exhibit 48. 11 A. Okay. 12 Q. You can see the date on that was in July of 2013. Do 13 you see that? 14 A. Yes. 15 Q. And this was the e-mail where you said that it was -- 16 the 278 patent may be harder to avoid. Do you see that? 17 A. I do. 18 Q. And that was the same month that you submitted this 19 response to an RFP Enterprise Holdings? 20 A. Yes. 21 Q. Did you think it was necessary to let Enterprise 22 Holdings know that the product you were proposing to supply to 23 them, it may be hard to infringe -- hard to avoid infringement 24 of the 278 patent? 25 MR. KAUTH: Objection; form.	Page 163 1 \$10 per vehicle. Do you see that? 2 A. I see that. 3 Q. Is that referring to the Omega Patents? 4 A. Likely the Omega, maybe others. 5 Q. Did Enterprise -- 6 A. Sorry, I was just going to add that Calamp has 7 generally avoided implementing this feature. And so 8 unfortunately the -- the -- the part where it says it's -- the 9 feature is supported is a bit misleading. 10 Q. Did Enterprise Holdings ultimately become a customer 11 of Calamp? 12 A. No. 13 MR. SANTURRI: All right. You've been handed what I've 14 marked Exhibit 57. 15 (Deposition Exhibit 57 was marked for 16 identification.) 17 THE WITNESS: Okay. 18 BY MR. SANTURRI: 19 Q. First let me ask: It says that it's a Trimble RFP, 20 but in the body of the e-mail the first line says that it's a 21 response for your RFP for Geomanager applications. Do you 22 know whether Trimble and Geomanager are related to the same 23 thing? 24 A. I do not know. I don't have direct involvement I can 25 recall in this RFP.

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Page 164 1 Q. If you can turn to Bates label 15718. 2 A. Okay. 3 Q. And under 2.6 it asks you to confirm that there are 4 no known IP infringements or current or pending patent 5 disputes. And you said no. This was in 2000 -- February of 6 2012 was when this e-mail was sent. Do you see that? 7 A. Yes. 8 Q. If you can pull out Exh bit 41 you'll see that in 9 that same month David Bailey was contacting counsel for Omega 10 regarding questions related to the 885 patent. 11 A. I actually think we're off by a year. Exhibit 41 is 12 year 2011 and the Trimble was the year 2012. 13 Q. Well, backing up, at least a year before this Trimble 14 RFP you were aware that there may be issues between Omega and 15 Calamp with respect to the OBD piece, the LMU -- what 16 ultimately became the LMU3000; right? 17 A. Yes, we're aware we may have issues. 18 Q. And you didn't disclose that potential under 2.6 of 19 this Trimble RFP; right? 20 A. It's not disclosed here. I'm not involved in this 21 RFP from what I can tell. 22 Q. Aren't you the guy at Calamp that they turn to 23 whenever it comes to intellectual property disputes? 24 A. If they don't turn to me, there's not much I can do 25 there. But I am involved in our intellectual property	Page 166 1 described as Garo Sarkissian in terms of the issuing of the 2 written opinion. But in terms of getting the research that 3 was done related to the prior art and the Omega Patents, I was 4 the main person for the company. 5 BY MR. SANTURRI: 6 Q. All right. So Garo Sarkissian is listed as the 7 recipient of the letter; right? 8 A. Yes. 9 Q. But in terms of the person who worked most with KPPB 10 and assembling materials and preparing the opinions of counsel 11 from Calamp's side, that was you; right? 12 MR. KAUTH: Objection; form. 13 THE WITNESS: I was involved through the oral opinions. I 14 was not directly involved in the writing of the written 15 opinions. 16 BY MR. SANTURRI: 17 Q. Was anybody else at Calamp involved in assembling 18 materials that ultimately found their way into the opinions of 19 counsel that Calamp relies upon in this case? 20 A. We may have used things that Steve Hall or Peter 21 Hergesheimer had access to, I don't quite recall. 22 Q. Did they funnel that through you or did they speak 23 directly to Mr. Bailey? 24 A. If they had anything they may have -- they should 25 have included me on it, but to me I can't think of anything
Page 165 1 disputes. 2 MR. SANTURRI: All right. Sir, you've been handed 3 Exhibit 48 -- I'm sorry, 58. 4 (Deposition Exhibit 58 was marked for 5 identification.) 6 BY MR. SANTURRI: 7 Q. Do you recognize it? 8 A. I do. 9 Q. All right. What is it? 10 A. It is a written opinion of non-infringement related 11 to US patent 6,346,876. 12 Q. And were you involved in the discussions and 13 preparation that went into this opinion of counsel that we 14 have in Exhibit 58? 15 A. So I was closely involved, I think, in the research 16 that went on that ultimately lead to the written opinion and 17 was interactively involved along the way in terms of getting 18 to some oral opinion -- the oral opinions that we got along 19 the way. But as far as the writing of this, I don't have 20 direct involvement, I would say. 21 Q. Well, were you the -- were you the point of contact 22 between Calamp and KPPB for the opinions of counsel that are 23 relied upon in this case? 24 MR. KAUTH: Objection; form. You can answer. 25 THE WITNESS: So I would say that person is better	Page 167 1 that they came up with that I didn't already have offhand, but 2 there could have been. 3 Q. Were you provided with drafts of opinion letters like 4 what we have in Exhibit 58? 5 A. No, I was not. 6 Q. Do you know whether any drafts were created and 7 provided to Calamp? 8 A. I'm not aware of any. 9 Q. In terms of written opinions, the final ones are all 10 you know of? 11 A. In terms of written opinions, yes. 12 Q. Do you know whether there's a written opinion of 13 invalidity for the 876 patent? 14 A. I think that is included in this opinion here. 15 Q. Can you point me to where I can find that out? 16 A. Let me take -- take a look at it. It's been a little 17 while since I looked at this. I was mistaken, I do not see 18 opinion of invalidity in this document. 19 Q. Do you know whether there exists a written opinion of 20 invalidity of the 876 patent? 21 A. I'm not aware of one. 22 Q. For the purposes of trial, does Calamp plan on 23 relying upon any other opinions of counsel other than what we 24 have here in Exhibit 58? 25 A. Not that I know of.

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Page 168 1 Q. All right. You've also been designated as the 2 corporate representative on Calamp's factual basis for 3 invalidity. Can you tell me what -- why Calamp contends that 4 the 876 patent, which you have Exhibit 52, is invalid? 5 A. I don't recall the document number. 6 Q. 52. 7 A. 52. 57, it's too thick to disappear. I'm sorry, I 8 don't know what happened to it. 9 MR. KAUTH: Underneath there? 10 THE WITNESS: It might be. Here it is. So -- so we 11 believe that if the read on this patent is that command 12 signals cover querying, as we discussed before, then that 13 process is well defined by the SAE specifications. 14 BY MR. SANTURRI: 15 Q. So whose -- whose claim construction are you using? 16 A. Whose claim construction are we using? So we have -- 17 oh, so we have a disagreement on -- established earlier on 18 what a command signal is; right? And I'm of the impression 19 that Omega feels that query -- the act of querying to get 20 device data is a command signal and those processes to 21 discover the vehicle -- the type of bus that's in the vehicle 22 are well defined by the SAE standards. 23 Q. So does that mean you're applying Calamp's claimed 24 construction or Omega's claimed construction for purposes of 25 your invalidity position?	Page 170 1 technology. 2 Q. Was that the first device that you know of that 3 included functionality of a scan tool and an RF transmitter 4 and receiver? 5 A. No, it's not the first one. 6 Q. What's the first one? 7 A. What is the first one? Well, one that comes to mind 8 is the -- I think it's called the Mobil Trak product called 9 Neopoint out of somewhere near Schaumburg, Illinois, I think 10 we've provided some of their product material to Omega. 11 Q. What is the name of that device? 12 A. I think it's spelled like Mobil Trak, something I ke 13 M-o-b-i-l there may be a hyphen then and then T-r-a they may 14 leave the C out, T-r-a-k. 15 Q. Do you know when the Neotech, is that what it was? 16 A. Sounds familiar. 17 Q. Do you know what the date for that device was? 18 A. I think the data sheets for that are probably from 19 the late 90's, but predating that -- now that I have a chance 20 to think about it, are the Cellport products. 21 Q. In your position does Cellport products have both 22 scan tool functionality and wireless transmitters and 23 receivers? 24 A. Yes, they can read data from the vehicle bus and they 25 definitely have some form of cellular transceiver.
Page 169 1 A. That would be at least Omega's, I have to think about 2 whether that applies to Calamp's. 3 Q. Where in the -- you were talking about the J1978 SAE 4 specifications, is that what you're talking about? 5 A. J1978 and/or J2201 and J1850, I think are the three 6 most relevant documents. 7 Q. Do any of those disclose a transmitter and receiver? 8 A. I believe they disclose, if you move quickly, serial 9 interface. 10 Q. Do you understand that in this case the court has 11 construed the transmitter and receiver as to be RF transmitter 12 receiver? 13 A. Okay. 14 Q. And none of the SAE specs have an RF transmitter and 15 receiver; right? 16 A. I think that's correct. 17 Q. And the SAE spec is for a scan tool; correct? 18 A. I've seen specs for scan tool and the vehicle bus 19 definition. 20 Q. Do you know if there are any scan tools that operate 21 using an RF transmitter and receiver to this day? 22 A. To this day? I think you can call the LMU3000 and 23 3030 essentially scan tools. We partnered with scan tool 24 companies, right, to take their know how and capability and 25 marry it with our LMU technology, our -- our mobile telematics	Page 171 1 Q. So was Calamp relying upon the Neotech and Cellport 2 devices for purposes of invalidity of the 876 patent? 3 A. Yes. 4 Q. And if your expert didn't offer opinions as to the 5 invalidity of the 876 patent based on those two references, 6 who does Calamp intend to -- or expect to testify on the 7 invalidity of the 876 patent based on those two? 8 A. I don't know. 9 Q. Who located the Neotech device? 10 A. I have. 11 Q. Actually, let me ask something different. 12 Do you know whether Neotech was a device or -- or a 13 document that you're talking about? 14 A. So I don't think we have any of the devices, we do 15 have data sheets and other information from their previous 16 websites. 17 Q. And who located those documents? 18 A. I did. 19 Q. And in your opinion, what is shown in the Neotech 20 document supporting the notion that it discloses a 21 multi-vehicle compatible controller? 22 A. I think the question you asked me earlier was whether 23 or not -- well, first part is whether it had scan tool and RF 24 capabilities, so are we on a different question now? 25 Q. Well, my -- the question is: What reference or



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Page 172 1 references is Calamp relying upon for the invalidity of 2 claim 1 of the 876 patent. And you gave me scan tool, but you 3 said that that doesn't include an RF transmitter and receiver; 4 right? 5 A. Right, in terms of the SAE by themselves, yes. 6 Q. Okay. So which of the elements are you saying of 7 claim 1 of the 876 patent are met by the Neotech documents? 8 A. I guess in the case of Neotech it has vehicle bus 9 capabilities and a wireless transceiver, but predating that I 10 think it's -- we're more likely relying on the Cellport 11 documents. 12 Q. Let's do one at a time. Does Neotech have everything 13 in claim 1 or not? 14 A. So I brought Neotech as a first product that had scan 15 tool and wireless RF, I think for the purposes of this I would 16 say -- I would put the Neotech aside and focus on the 17 Cellport. 18 Q. Okay. So taking -- taking Neotech off the table for 19 the 876? 20 A. I think it's another example of something that has 21 vehicle bus reading. Let's go ahead -- let's -- let's take it 22 off the table. 23 Q. Let's focus on Cellport then. 24 A. Okay. 25 Q. Does the Cellport reference disclose everything in	Page 174 1 THE WITNESS: Well, that's what customers are interested 2 in now. 3 BY MR. SANTURRI: 4 Q. Now? 5 A. Now, right. 6 Q. What about in 1995? 7 A. On Star was interested in it in 1995. 8 Q. Is On Star part of Calamp's invalidity contentions? 9 A. No. 10 Q. Has Calamp identified any On Star art that 11 invalidates the 876 patent? 12 A. Not that I can recall. 13 Q. Do you have any documents or data that suggests that 14 any customers back in the 1990's cared about a diagnostic scan 15 tool that had a wireless transmitter and receiver? 16 A. I think the Cellport documentation suggests that. 17 That was just part of their capabilities for the overall 18 wireless mobile web platform and product line. 19 Q. Do you know whether a single customer ever bought 20 that device? 21 A. I'm of the impression that there are device -- 22 customers that have bought those devices. They also struck 23 deals with Motorola and some others for the technology. 24 Q. What documents are you pointing to for that? 25 A. So there are -- as far as them licensing or selling
Page 173 1 claim 1 of the 876 patent? 2 A. The Cellport by itself, but it's also strengthened in 3 combination with the SAE. 4 Q. Okay. So does that mean Cellport by itself includes 5 everything in claim 1 or not? 6 A. We think it does because it's a requirement -- 7 it's -- it's how a device would communicate with the bus, but 8 it's strengthened with the SAE because SAE documents that -- 9 very clearly what occurs, so I would say the combination. 10 Q. Well, are you -- is it Calamp's position that 11 anything that works on the bus is necessarily multi-vehicle 12 compatible? 13 A. In this case they were CAN bus compatible and CAN 14 buses are used in multiple vehicles. 15 Q. Do you know whether it had working and nonworking 16 command signals that it used to provide command compatibility 17 with the plurality of different vehicles? 18 A. We think it probably should have, but that's why we 19 reference the SAE spec. 20 Q. So you don't know? 21 A. I don't know. 22 Q. And why would anyone combine the diagnostic tool made 23 for a car sitting in the shop with a device that has a 24 transmitter and receiver? 25 MR. KAUTH: Objection; form.	Page 175 1 technology or products, it would be Cellport's press releases 2 and supported in terms of capabilities by Cellport's patents 3 and products information. Excuse me. 4 Q. Sorry. And I come back to my earlier question: If 5 your expert didn't rely upon Cellport for the 876 patent, who 6 does Calamp anticipate giving testimony on the capabilities of 7 the Cellport device and the combination with the SAE 8 protocols? 9 MR. KAUTH: I'll object as outside the scope of this 10 witness' designation. You can answer if you know. 11 THE WITNESS: I do not know which is, I think, how I 12 answered it before. 13 BY MR. SANTURRI: 14 Q. Well, you're here on behalf of Calamp to offer its 15 positions on invalidity and I'm just trying to make sure I 16 know what those positions are going to be come trial. So if 17 not offered through an expert witness, do you know of any 18 other mechanism that -- or -- or information as to the 19 combination of the Cellport and the SAE papers other than what 20 you've told us about today? 21 MR. KAUTH: Same objection. 22 THE WITNESS: No, I don't. 23 BY MR. SANTURRI: 24 Q. Any other references that Calamp relies upon for the 25 invalidity of the 876 patent claim?

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Page 176 1 A. No. 2 Q. What about claim 3? What documents or references is 3 Calamp relying on for the invalidity of claim 3? 4 A. I'm not aware of any others, if -- if at all. 5 Q. Did you -- have you looked at the expert witness' -- 6 Calamp's expert witness' report in this case? 7 MR. KAUTH: Objection; form. 8 THE WITNESS: I do not think I have. 9 BY MR. SANTURRI: 10 Q. Did you work with them? 11 A. I did not. 12 Q. Did you ever speak to them? 13 A. No. 14 Q. Did you ever provide any documents to them? 15 A. I saw a resume of several experts, potential experts. 16 Q. With respect to claim 4, is there any additional 17 reference Calamp relies upon? 18 A. No. 19 Q. How about claim 5? 20 A. No. 21 Q. How about claim 12? 22 A. No. 23 Q. Claim 14? 24 A. No. 25 Q. And 16?	Page 178 1 recall, it may be that they're providing a wireless 2 conductivity to allow a direct connection, I would have to 3 review it and see. 4 BY MR. SANTURRI: 5 Q. Well, wouldn't the combination of Cellport, as you've 6 interpreted it for purposes of the invalidity of Omega 7 Patents, combined with the SAE bus protocols render claim 1 8 of -- as shown in Exhibit 14 at least obvious if not -- well, 9 obvious? 10 A. I'm not sure. 11 Q. Well, you've studied the references in detail; right? 12 A. I have. 13 Q. Spent hundreds of hours on them? 14 A. I have. 15 Q. And you were able to conclude that everything that 16 Omega has in the 876 patent is all found in Cellport and the 17 SAE papers; right? 18 A. I did. 19 Q. And with the exception of one or two elements, 20 everything that's in claim 1 of what we have at the 21 publication Exhibit 14 was also found in Mr. Flick's patents; 22 right? 23 MR. KAUTH: Objection; form. 24 BY MR. SANTURRI: 25 Q. Isn't that what we worked through earlier?
Page 177 1 A. No. 2 Q. Does the Cellport reference disclose a database? 3 A. They have a whole web server, so I would expect they 4 have to have a database of some sorts. 5 Q. Does it disclose querying the -- querying the 6 database and sending information from the database? 7 A. I don't think so. 8 Q. Well, if it discloses a database, the only purpose 9 for the database is to store information; right? 10 A. To store information, yes. 11 Q. And one of the common operations or common uses for a 12 database is query it to obtain that information; right? 13 A. Yes. 14 Q. And so wouldn't you expect it to be obvious that if 15 scan tools and the Cellport document were -- disclosed 16 everything in the 876 patent and also disclosed a database 17 that would be used as commonly known that those two references 18 would also invalidate your patent that we looked at in 19 Exhibit 14? 20 MR. KAUTH: Objection; form. For the record, it's the 21 publication, not the patent. You can answer. 22 THE WITNESS: I guess my recollection at this point is I'm 23 not -- I'm not certain how they're going about what they're 24 doing with the data once it's retrieved off of the vehicle 25 bus. It's possible that they are storing it. I don't quite	Page 179 1 A. Yes. 2 Q. And the only thing missing was some querying and 3 storing for a database; right? 4 A. Yeah, at least that was at least part of it. 5 Q. And you yourself said Cellport also includes a 6 database; right? 7 A. It -- it very well could. 8 Q. And certainly one of skill in the art, someone like 9 you, back 20 years ago would have known that you query and 10 store to a database; right? 11 A. You can query and store to a database, yes. 12 Q. All right. And so applying the same analysis that 13 you applied for purposes of determining for yourself that the 14 876 patent is obvious in light of Cellport and the SAE papers, 15 shouldn't you also conclude that claim 1 that we see in 16 Exhibit 14 is invalid for the same reasons? 17 MR. KAUTH: Objection; form. 18 THE WITNESS: Well, I can see someone wanting to try and 19 make that argument. I'm not sure that it's enough to 20 invalidate it or not. 21 BY MR. SANTURRI: 22 Q. Well, you certainly know the references well; right? 23 A. I like to think so. 24 Q. And despite years of licensing and litigation that's 25 challenged Omega's patents, they've always been held to



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Page 180 1 be invalid -- they've always held -- been held to be valid in 2 the past; right? 3 MR. KAUTH: Objection to form. 4 THE WITNESS: I think at this time Omega's patents are 5 valid, yes. I'm not aware of any reexamination requests at 6 this point. 7 BY MR. SANTURRI: 8 Q. And Omega's patents have about 15 years worth of 9 priority on your application, don't they? 10 A. Yes. 11 Q. And yet you think your application that adds storing 12 and querying a database 15 years later is valid in the face of 13 the same art that you claim invalidates Omega's patents? 14 A. I think that art can be used to potentially challenge 15 our patent, but at this point I believe it's valid and that we 16 have developed essentially the groundwork for -- within the 17 patent for a product that behaved differently than the other 18 ones that serve this purpose. 19 Q. So for Calamp its patents are valid, but for a troll 20 like Omega Patents, it must be invalid; is that right? 21 A. No, I'm not saying a troll is necessarily invalid. 22 Based on what we've looked at, I think they are. 23 Q. And did you send the Cellport reference to the 24 examiner of your patents? 25 A. I don't recall, I would have expected us to.	Page 182 1 claim charts that we had provided to Omega, I may have been 2 involved in reviewing them. 3 Q. Have you worked on claim charts in this case? 4 A. In the case overall, I have looked at claim charts, 5 yes. 6 Q. Have -- have you personally been involved in 7 preparing claim charts? 8 MR. KAUTH: Objection; form. 9 THE WITNESS: So I've had input to claim charts, yes. 10 BY MR. SANTURRI: 11 Q. Both -- both infringement and invalidity claim 12 charts? 13 A. At least the invalidity. I'm trying to see -- likely 14 the infringement and those are all, I think, depending -- 15 those all use the benefit of the -- you know, the research 16 that we did. 17 Q. But you weren't involved in assisting or reviewing 18 the expert report that was tendered by Calamp's expert? 19 A. No, I was not. 20 Q. Do you know why? 21 MR. KAUTH: Objection; form. 22 THE WITNESS: I do not know why. 23 (Deposition Exhibit 60 was marked for 24 identification.) 25 ///
Page 181 1 Q. Did you send the Neotech reference to the examiner of 2 your patents? 3 A. I would have expected us to send that as well. 4 Q. But you don't know whether they actually were or not? 5 A. I don't recall the -- what was in our -- I guess what 6 you call an IDS. 7 MR. SANTURRI: All right. Sir, I've handed you what's 8 been marked as Exhibit 59. 9 (Deposition Exhibit 59 was marked for 10 identification.) 11 BY MR. SANTURRI: 12 Q. Do you recognize that to be the opinion of invalidity 13 of the 989 patent? 14 A. Yes. 15 Q. And this was authored by Mr. Bailey? 16 A. Yes. 17 Q. And did you help assemble the art referred to in -- 18 by Mr. Bailey in Exhibit 59? 19 A. Same as in the previous opinion. I did work closely 20 with David to identify art, but he wrote his written opinions 21 without my further assistance. 22 Q. Did you assist in preparing the claim charts that are 23 found in Mr. Bailey's opinions? 24 A. I don't think I assisted directly. To the extent 25 that it may have been related to or borrowed from previous	Page 183 1 BY MR. SANTURRI: 2 Q. All right. Sir, do you recognize Exh bit 60 to be 3 the opinion of invalidity of the 885 patent from Mr. Bailey? 4 A. Yes. 5 Q. And was your role in this opinion letter the same as 6 we've discussed in prior opinions? 7 A. Yes. 8 Q. Do you know what the difference between the J1978 and 9 the J1979 are? 10 A. I have to look at them to -- refer them to either one 11 of them. One of them I think is a specified bus discovery, 12 the other may specify some of the commands further. 13 Q. Do you -- do you have an understanding as to whether 14 Calamp's expert witness relied upon the same combinations of 15 art as what are discussed in this opinion of invalidity? 16 A. I don't know what Calamp's expert relied on. 17 Q. Do you know why he didn't include the combination of 18 074 patent with the SAE standards? 19 A. I do not know why. 20 (Deposition Exhibit 61 was marked for 21 identification.) 22 BY MR. SANTURRI: 23 Q. Do you know whether he -- have you been told 24 whether -- strike that. 25 Do you know who located the Spaur, S-p-a-u-r,

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Page 184 1 reference? 2 A. I believe I did. 3 Q. Do you know whether it discloses multi-vehicle 4 compatibility? 5 A. I would say that it is designed -- the product is 6 designed to be used in a variety of vehicles, not just a 7 single make and model. But I don't know anywhere in this 8 patent where they call out the term multi vehicle in terms of 9 my recollection. 10 Q. Well, in your mind if -- if there's a -- does any 11 reference that discloses a vehicle bus necessarily describe a 12 multi-vehicle compatible controller? 13 A. No, not necessarily. 14 Q. So what's the magic language that it has to have, in 15 your opinion, to disclose multi-vehicle compatibility? 16 A. I think the fact that if something works with -- 17 something in the CAN bus that's implied that it's multi 18 vehicle, but I would say it's not explicit in this document. 19 Q. So all it needs to say is that it works with a CAN 20 bus and that makes it multi vehicle? 21 A. Well, in terms of the common meaning of multi 22 vehicle, I think that's a reasonable interpretation. 23 Q. What's your definition of multi vehicle? 24 A. More than one make and model. 25 Q. Do you know about when you located this Spaur patent?	Page 186 1 want to say that Cellport had some dealings with AT&T and as 2 well as with Macaw Cellular, Macaw became part of AT&T as 3 well. So just as part of my job at GTE and LA Cellular, I had 4 some visibility to what these guys were doing, but I didn't 5 manage them directly. 6 MR. SANTURRI: All right. I think we have to take a 7 break. 8 THE WITNESS: Thank you. 9 THE VIDEOGRAPHER: Off the record at 5:18 p.m. 10 (Brief recess.) 11 THE VIDEOGRAPHER: Start of tape 5. We're back on the 12 record at 5:34 p.m. 13 BY MR. SANTURRI: 14 Q. Before the break I think you were telling me that the 15 fact that the device can operate on the CAN bus basically 16 meant that it was multi vehicle; is that right? 17 A. Yes, in this case. 18 Q. And does the LMU3000 and 3030 work on the CAN bus? 19 A. It does. 20 Q. Does that make it multi-vehicle compatible in your 21 definition? 22 A. Multi-vehicle compatible, yes. Yes, those two words 23 by themselves, yes. 24 Q. What devices did the Cellport -- strike that. 25 What vehicle devices were controlled by the Cellport
Page 185 1 A. Probably early/mid 2010. 2 Q. Do you have documents reflecting your discovery of 3 the Spaur patent? 4 A. I mean, when I discovered it I downloaded, I don't 5 know what dates stamp my computer would reflect for that 6 download. But Cellport -- Cellport had been approaching the 7 wireless carriers during the mid 90's about implementing the 8 mobile web and so, you know, I had some advisability to -- to 9 the fact that they were trying to come up with this new 10 concept. And, you know, they also did a private placement in 11 the later part of the 90's or attempted to do so, which was 12 something I considered personally investing in, so I had some 13 recollection as to -- that Cellport had been out there trying 14 to do some of these things. 15 Q. So did you personally know the people at Cellport? 16 A. I don't think I knew any of the principals. I may 17 have met one of their marketing guys once, but I don't know 18 him personally. 19 Q. Well, in what context did you learn about Cellport 20 and their commercial ventures? 21 A. So I was working with wireless carriers pretty much 22 most of the 90's. Most of the time it was with GTE, a short 23 part of that time I was the manager of advanced technology for 24 Los Angeles Cellular, which is a joints venture of Bell South 25 and AT&T Wireless, so that is now part of AT&T. I think -- I	Page 187 1 reference? 2 A. I know that they refer to the CAN bus being connected 3 to electric windows. Can I refer to the document? 4 Q. Sure. 5 A. So in column -- this is the 074 column 10 row -- 6 approximately row 23 it starts, it talks about CAN being used 7 previously with automotive electronics, including engine 8 control elements, sensors, lamps, electric windows, etcetera. 9 The present invention also enables the CAN to be used with a 10 variety of other devices contained in the vehicle such as 11 previously described devices. 12 Q. Is the -- is the scan tool able to be used with -- 13 able to control vehicle devices? 14 A. My understanding is not typically. 15 Q. So the scan tool isn't a multi-vehicle compatible 16 controller? 17 A. I think that would be correct. 18 Q. Do you know how -- well, did you look -- strike that. 19 Did you review the cited references in the asserted 20 patents to determine whether the art that you identified is 21 similar to what was considered by the examiner? 22 MR. KAUTH: Objection; form. 23 THE WITNESS: I do remember looking at references cited in 24 the patent. 25 ///

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Page 188 1 BY MR. SANTURRI: 2 Q. And do you recall reviewing a cited reference for 3 scan tools? 4 A. At this point I don't recall. 5 Q. Do you know whether the SAE standards that you -- 6 that Calamp relies upon are -- if there's any reason why those 7 are more relevant than the scan tools considered by the 8 examiner in reviewing the asserted patents? 9 A. I think the SAE standards that I'm referencing are 10 far more explicit about the requirements of scan tools and how 11 they go about discovering buses and that process happens to be 12 essentially to us the same as what appears in the Omega 13 Patents. 14 Q. The examiner also considered some of the SAE 15 standards as part of his examination; isn't that right? 16 A. Can I see the patent server on the -- which one -- 17 which one is that? 18 Q. Well, you can take a look at -- the 885 cites several 19 SAE standards, if you have that one around. It's going to be 20 all the way at the bottom of the stack. 21 A. Thank you. 22 Q. Towards the bottom. 23 MR. KAUTH: No. 52. That's 51. 24 THE WITNESS: Here we go. 25 ///	Page 190 1 THE WITNESS: Yes. 2 BY MR. SANTURRI: 3 Q. And you believe that's because the SAE papers 4 provide -- somehow provide more detail; is that right? 5 A. They do. 6 Q. Did you -- did you look at and investigate the scan 7 tool references relied upon by the examiner? 8 A. I think we made a point of looking at all of these 9 patents that are listed there. 10 Q. Did you consider whether the SAE papers that Calamp 11 now relies upon were cumulative of what was considered by the 12 examiner during prosecution? 13 A. Were cumulative? No, I don't believe it's our 14 understanding that they are cumulative. 15 MR. SANTURRI: Sir, I've handed you what's been marked as 16 Exhibit 62. 17 (Deposition Exhibit 62 was marked for 18 identification.) 19 THE WITNESS: I have it. 20 BY MR. SANTURRI: 21 Q. Do you recognize that to be the invalidity opinion of 22 Mr. Bailey on the 727 patent? 23 A. I do. 24 Q. Why wouldn't Calamp request written opinion letters 25 back when it first began investigating Omega's patents?
Page 189 1 BY MR. SANTURRI: 2 Q. And you can see on the right column on the face page 3 J1850 and J2058 are both cited. 4 A. I see that there is a -- the J2058 is an information 5 report, I'm not sure it's a standard, in terms of the document 6 that was submitted. 7 Q. Well, you identified this -- you identified the J2058 8 and the J1850 as two SAE documents; right? 9 A. I don't think I referred to 2058. 10 MR. KAUTH: Objection to form. 11 BY MR. SANTURRI: 12 Q. You referred to the J1850, did you not? 13 MR. KAUTH: Objection; form. 14 THE WITNESS: I think I did refer to 1850. 15 BY MR. SANTURRI: 16 Q. And that was considered by the examiner; right? 17 A. Yes, it was. But the other ones like J1978 have more 18 detail about the process that SAE prescribes for people to 19 follow and appears that the examiner did not have the benefit 20 of that. 21 Q. It's your -- it's your testimony that the SAE 22 standards that Calamp relies upon are somehow better or more 23 pertinent than the scan tool art that was considered by the 24 examiner? 25 MR. KAUTH: Objection; form.	Page 191 1 A. Because it wasn't -- I think it wasn't deemed 2 necessary to -- to have them at that time. 3 Q. Why didn't Calamp file challenges in the PTO with 4 this art that it's now located or had located back whenever 5 they were located? 6 A. I think part of the consideration at that point was 7 basically there were so many different Omega Patents, the cost 8 of trying to challenge all the patents would be prohibitive. 9 Q. Is there a reason that Calamp believed that written 10 opinions were necessary? 11 A. Well, I think that we felt as -- the fact that we had 12 a case with Omega, it was important to memorialize the 13 opinions in writing. 14 Q. Take a look at the opinion letter from Mr. Bailey. 15 He says that the 727 patent is invalid in view of the 074 16 patent, the Spaur patent that we looked at. 17 A. Yes, the Spaur patent, excuse me. 18 Q. In view of the Trimble device. Do you see that? 19 A. Yes. 20 Q. Do you know whether Calamp's expert relied upon that 21 same combination? 22 A. I do not know. 23 Q. Which -- for purposes of its invalidity contentions, 24 can you explain why Calamp contends the 727 patent is invalid? 25 A. So 727 patent, my recollection is it has things that

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Page 192 1 call out speed threshold reporting and I think it should also 2 have the multi vehicle -- it should have the bus discovery as 3 well essentially and we reference the Trimble because Trimble 4 has well documented well prior to Omega the capability of 5 doing speed threshold reporting. 6 Q. Trimble didn't use bus speed though; right? 7 A. Trimble -- no. 8 Q. Trimble did not attach to the bus at all; right? 9 A. It did not. 10 Q. He was able to do speed notification without any 11 connection with the bus? 12 A. That's correct, other than getting power from the 13 vehicle. 14 Q. But Trimble didn't get it from the bus; right? 15 A. That's correct. 16 Q. And why is -- why would one of skill in the art 17 15 years ago have combined Trimble with Spaur? 18 A. Because it's basically speed information. Whether it 19 comes from the bus or GPS or some other speed determination 20 source, to me it's essentially -- it's a speed input. 21 Q. So is it Calamp's position that all it needs to do is 22 combine any reference that talks about bus speed and Trimble 23 and that's enough to invalidate the 727 patent? 24 A. I don't think we're necessarily saying that Trimble 25 was bus speed. Trimble is -- Trimble is vehicle speed in	Page 194 1 BY MR. SANTURRI: 2 Q. All right. Sir, do you recognize Exhibit 63 to be 3 Mr. Bailey's invalidity opinion for the 278 patent? 4 A. I do. 5 Q. And was your participation in this letter the same as 6 the others we discussed? 7 A. It is. 8 Q. And you can see from the first page that Mr. Bailey 9 points to the Spaur patent alone or in combination with 10 Trimble. Do you see that? 11 A. I do see that. 12 Q. And is it Calamp's -- and it's Calamp's position that 13 the 074 patent, the Spaur patent, discloses a multi-vehicle 14 compatible controller? 15 A. Yes. 16 Q. And does the Spaur patent also download -- disclose a 17 downloading interface? 18 A. I think it does. It has a -- it has a CDPD modem, so 19 it has the wireless connectivity and it has memory and a web 20 server. 21 Q. Well, that -- the modem provides for wireless 22 communication, but is there anything within the 074 patent 23 that indicates that one can download enabling data related to 24 at least one vehicle device code? 25 A. I don't remember that being called out.
Page 193 1 combination with a device that can get data from a vehicle bus 2 and it is usable with multiple vehicles. 3 Q. Well, my question was: Is it Calamp's position that 4 all it needs to do is locate any reference that refers to bus 5 speed and combine that with Trimble to invalidate the 727 6 patent? 7 A. I think that's as far as claims that are talking to 8 speed threshold reporting. 9 Q. Well, that's -- that's what the 727 relates to; 10 right? 11 A. It is related to speed threshold reporting. 12 Q. Other than the Trimble and Spaur combination, are 13 there any other combinations that Calamp contends render the 14 727 invalid? 15 A. I don't know if we've -- I don't know if we 16 necessarily have other combinations that we intend to -- to 17 use. Off the top of my head I don't recall anything else. 18 Q. Sitting here today, that's -- that's the only 19 combination you can point to is what's in the opinion letter? 20 A. Yes. 21 Q. And you don't know why Calamp's expert didn't use 22 that combination? 23 A. I do not know why. 24 (Deposition Exhibit 63 was marked for 25 identification.)	Page 195 1 Q. Do you know why Calamp's expert didn't rely on the 2 same combination as Mr. Bailey relies upon? 3 A. I do not know why. 4 Q. Do you know -- if not through the expert, do you know 5 anyone else who is going to testify on behalf of Calamp as to 6 the invalidity of the 278 patent with respect to Spaur? 7 A. No, I don't. 8 Q. And as you sit here today, you don't know whether 9 Spaur discloses downloading of enabling data? 10 A. I don't recall. 11 MR. SANTURRI: I've handed you what's been marked as 12 Exh bit 64. 13 (Deposition Exhibit 64 was marked for 14 identification.) 15 THE WITNESS: Yes. 16 BY MR. SANTURRI: 17 Q. The 392 patent to Bambini, B-a-m-b-i-n-i. 18 A. Yes. 19 Q. Did you look at this patent? 20 A. Yes. 21 Q. And do you recall what patents this is relative to or 22 what patents Calamp contends this Bambini patent is relative 23 to? 24 A. I have to refresh myself, Bambini is Prince 25 Corporation; is that right?

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Page 196 1 Q. Yes, it is. 2 A. Okay. I would say it would be the patents possibly 3 other than the GPS -- the -- the point radius geofence patent. 4 I'm not sure if it was applicable to that, but it should be 5 applicable to the others. 6 Q. And I may have already asked you this: Did you 7 locate this reference? 8 A. I did. 9 Q. Did you locate or obtain any physical devices related 10 to it or commercial devices? 11 A. I do not think so. 12 Q. Did you consider whether this patent was examined by 13 the same examiner who also examined some of the asserted 14 patents? 15 A. I don't recall observing that. I don't think I paid 16 attention to who the examiners' names in this case. 17 Q. But that would be relevant to know that the same 18 examiners looked at both Bambini patent and some of the 19 asserted patents? 20 A. I think there could be relevance. 21 Q. But that wasn't something you looked at? 22 A. No. 23 Q. And you say that you -- that you considered the 24 Bambini relevant to all but the geofencing? 25 A. All but the geofencing.	Page 198 1 Q. So anything that discloses a vehicle bus after the 2 OBD -- after the availability of OBD -- OBD2 necessarily 3 discloses multi vehicle, is that what you're saying? 4 A. So I think that's -- that can be -- yeah, I would say 5 that that -- that can be interpreted that way. I think we 6 have stronger examples of that, but yes. 7 Q. You're designated to provide the factual basis for 8 Calamp's assertions that defense actions are not willful or 9 deliberate. 10 A. Yes. 11 Q. What's the factual basis for Calamp's assertion that 12 it is not deliberately and willfully infringing? 13 A. So in 2010 Calamp made a detailed review of 14 intellectual property related to connecting to the vehicle 15 bus, including Omega as well as other -- other patents. And 16 we did an analysis on that, looked at prior art, and did all 17 this prior to basically launching our product to the 18 marketplace. As we reviewed the art and the patents, we 19 received opinions, but also from looking at it became 20 comfortable that, you know, there was significant art out 21 there and so to the extent that we would argue invalidity, we 22 should be able to do that. That as far as the command signal 23 goes with Omega, those should be -- and multi-vehicle 24 controllers, those should be things that control vehicle 25 devices. And so the combination of expecting that our
Page 197 1 Q. You consider this relevant to the speed notification? 2 A. To the extent that at least it has -- you know, it 3 shows essentially a system here that has wireless capabilities 4 and it seems to be able to operate devices on the vehicle. To 5 be able to operate vehicle devices. I don't recall if it 6 called out speed threshold reporting or not off the top of my 7 head, but it does have a GPS sensor, so it has speed 8 information. 9 Q. But not necessarily bus speed? 10 A. No, from looking at the diagrams it doesn't say 11 whether or not it's getting bus speed data. It may be 12 possible because it shows the vehicle bus interface in 86 -- 13 sorry, I guess what they've numbered 86 in their figure 4. 14 But off the top of my head, I don't recall whether they call 15 out getting speed data or not from the bus. 16 Q. Is there anything that leads you to conclude that 17 this discloses multi-vehicle compatible controller? 18 A. I think it could. 19 Q. Why is that? 20 A. Well, it calls out a vehicle bus interface and the 21 years 19 -- what year was this finalized? I'm having trouble 22 finding -- there it is. Right, so they filed it in 1998 and 23 at that point the vehicles are all required to have OBD2 24 interfaces which can be -- which essentially are the various 25 vehicle bus interfaces, vehicle bus -- vehicle buses.	Page 199 1 design -- or the design that we did to not be infringing as 2 well as what we determined in terms of likely invalidity. 3 Q. Anything else? 4 A. I think that's it. If I can add. May I add? 5 Q. Okay. To the -- in response to the second question 6 or something else? 7 A. Same question. 8 Q. Okay. 9 A. Okay. And, you know, from our review we deliberately 10 did not implement some things I ke what we interpreted to be 11 control functions. 12 Q. L ke what? 13 A. Like controlling door locks or starting -- starting 14 ignition or disabling the ignition. 15 Q. Those are features that your customers want also, 16 aren't they? 17 A. There are some customers that have asked for that, 18 yes. 19 Q. Why not take a license and offer it to them? 20 A. Well, part of the challenge is we don't think we'll 21 get the knowhow from the license in order to do it across a 22 broad platform of vehicles. What we've determined is that we 23 don't actually get code or libraries that would enable 24 deployment on a broad base of vehicles from Omega. All right. 25 The other part of it is we are concerned about being able to

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Page 200 1 control the ignition on a vehicle, that to us seems to be a 2 potential safety risk. And so there are reasons why we might 3 be hesitant from a safety perspective to implement as well. 4 Q. Wouldn't -- wouldn't taking a license have been much 5 more economic than litigating three times with Omega? 6 A. I would have to add it up, it's possible. 7 Q. Didn't that go into your consideration? 8 A. Well, I think it went into the consideration -- 9 definitely went into the consideration -- well, I think we've 10 litigated twice, if I can just try to set the record straight 11 in my mind. All right. Is that correct, we've litigated 12 twice now directly? 13 Q. Where Calamp -- where Omega sued Calamp directly? 14 A. Okay. 15 Q. Okay. 16 A. All right. So yes, we've litigated twice. You know, 17 for -- for us there is also just consideration of the moral 18 hazard that we weigh against the practicality of settlement 19 and we've -- we've been trying to find -- to see if we could 20 enter into a mutually agreeable solution, but so far we 21 haven't found it yet. 22 Q. You're unwilling to accept the same solution that -- 23 or the same terms that many of Omega's other licensees have 24 taken? 25 A. We're at least unwilling to accept the terms that	Page 202 1 Q. Well, Omega's date soon will lapse too; right? 2 A. At least some of them. 3 Q. I'll hand you what's previously been marked as 4 Exhibit 16, I believe it says. 5 A. Okay. 6 Q. Have you ever reviewed -- first of all, you've been 7 designated on Calamp's discovery responses. 8 A. Yes. 9 Q. Have you reviewed Calamp's second supplemental 10 response to the first set of interrogatories? 11 A. Is that what this document is? 12 Q. Yes, sir. 13 A. I believe I have seen this document. 14 Q. And when I depose Mr. Hall, I believe -- well, first 15 of all, do you have an understanding as to whether Calamp did 16 search queries on scripts to find geofencing and speed alert 17 scripts? 18 A. We did search for geofencing and speed alert scripts 19 is my recollection. 20 Q. And at the time of the prior deposition, the 21 geofencing included both point radial and other types of 22 geofencing. Do you know whether any updated queries have been 23 completed to try to narrow down the set that we have in 24 Attachment A? 25 A. Since this I do not know.
Page 201 1 have been presented to us. I guess if that -- if those same 2 terms have been given to others, then yes, it would be with 3 others. I just don't recall if I know if others have the same 4 terms. I think we already determined that our terms were 5 likely the same or worse than the others -- at least some of 6 the others, if I recall the discussion earlier today. 7 Q. Did -- did part of the analysis have to do with 8 whether Omega -- because -- because you view Omega as a troll, 9 you find them less worthy of a license to -- to take? 10 A. No, I don't think so. I think it really relies more 11 on what we've -- you know, kind of opinions we formed around, 12 you know, invalidity and non-infringement that makes us more 13 reluctant. It's not the fact that we label Omega Patents as a 14 troll. We've been able to find settlements with trolls in the 15 past, which just unfortunately at this point have not been 16 able to find one with Omega. 17 Q. Your settlements with trolls have been for similar 18 dollar terms; right? 19 A. Well, let's see, PJC was a flat amount that covered 20 many companies that Calamp was not directly sued for. Let me 21 see, who else have we done? Arrival Star was essentially a 22 flat amount unless we exceeded a certain number of devices and 23 we've not had to pay any incremental amounts since the flat 24 amount. And if they haven't expired, that's soon to lapse, I 25 think the Arrival Star. So no, I would disagree with you.	Page 203 1 Q. And do you know what it would take to be able to do 2 that query? 3 A. I probably do not know. 4 Q. And at the time of the speed alerts we were told that 5 this included both bus and GPS speed. Do you know whether any 6 queries have been run just to identify speed alerts that 7 relate to bus speed? 8 A. I don't think I know. 9 Q. Do you know whether any of the scripts that were 10 identified as a result of any of these queries have been 11 reviewed to determine whether any of them included bus speed 12 for the vehicle speed exceedance notification? 13 A. No, I -- I -- I don't recall. 14 Q. Do you know who would know whether there have been 15 any updated queries run to respond to this interrogatory? 16 A. I would think Steve Hall would be able to help answer 17 whether or not we've tried to determine on the speed special 18 reporting whether it's GPS based or vehicle bus based and also 19 whether geofencing was, I guess, of a point radius type. 20 Q. Do you know whether Calamp is still processing or 21 reviewing documents to be produced in response to Omega's 22 discovery requests? 23 A. I don't know if we're deliberately searching for 24 anything. I've been asked to produce an updated product sales 25 report, so, you know, there are still things going on that

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Page 204 1 I kely would be relevant to -- to be provided to you. 2 Q. Did you create the products sales information that 3 was produced earlier in the case? 4 A. I received what I would call a more raw set of data 5 and helped format it into more meaningful information. But I 6 think the final version probably came from Garo Sarkissian. 7 Q. Okay. So in terms of interpreting the sales data 8 that was produced, is that something that you know about? 9 A. I know about it to probably a limited extent, but 10 Garo Sarkissian would know more about it. 11 Q. All right. Have you -- do you know whether anyone 12 has searched for information on the vPOD and vPOD2? 13 A. I have requested for sales information to be provided 14 for the vPOD and vPOD2. 15 Q. How about technical data? 16 A. I don't recall if that was part of the search or not. 17 But if our counsel told us to do it, then we went after all 18 things on his list. There should be something, if you haven't 19 gotten something we'll -- there must be some type of 20 documentation on it. 21 Q. And do you know whether Mr. Hergesheimer knows about 22 the vPOD and vPOD2? 23 A. He'll have closer -- he'll have better knowledge of 24 it than I will. 25 MR. SANTURRI: All right. Why don't we take a quick	Page 206 1 Q. And if you looked at the third paragraph, is that 2 what it says in the agreement? 3 MR. SANTURRI: Object to the form. 4 BY MR. KAUTH: 5 Q. The second whereas clause. 6 A. Yes, I see that. And that's correct, it says PJC has 7 filed suit against Calamp's customers GPS Insight, Procon 8 Fleet Services, and several others. 9 Q. Okay. Another topic you testified on earlier this 10 morning was scripts and that without a script a Calamp LMU, I 11 believe, you said was equivalent to a paper weight. Do you 12 recall that? 13 A. Yeah, it may have been a little dramatic on my part, 14 but yes, I did say that. 15 Q. So in order to really provide any functionality, does 16 an LMU require a script? 17 A. Yes, it does. 18 Q. And does that script have to include geofencing? 19 MR. SANTURRI: Object to the form. 20 THE WITNESS: No, it does not. 21 BY MR. KAUTH: 22 Q. And does the script have to provide speed alert 23 functionality? 24 MR. SANTURRI: Object to the form. 25 THE WITNESS: No, it does not.
Page 205 1 break. 2 THE VIDEOGRAPHER: Off the record at 6:16 p.m. 3 (Brief recess.) 4 THE VIDEOGRAPHER: Back on the record at 6:25 p.m. 5 MR. SANTURRI: I don't have any more questions. 6 MR. KAUTH: All right. I've got just a few for you. 7 THE WITNESS: Okay. 8 9 EXAMINATION 10 11 BY MR. KAUTH: 12 Q. If you could turn to Exhibit 27, please. Earlier 13 this morning you were talking about this PJC license agreement 14 and there was a discussion of Calamp and Calamp's customers. 15 Do you recall that? 16 A. Yes, I recall discussing a PJC agreement. 17 Q. Do you recall -- strike that. 18 Is it your recollection that the Calamp customers 19 that were settled out in this agreement had already been sued 20 by PJC? 21 MR. SANTURRI: Object to the form. 22 BY MR. KAUTH: 23 Q. Where Calamp negotiated the settlement? 24 A. Yes, that's correct. I mean, they were -- they had 25 already been sued by PJC.	Page 207 1 BY MR. KAUTH: 2 Q. Okay. And this afternoon in connection with your 3 testimony regarding 885 and 876 patents, that I believe are 4 Exhibits 51 and 52 respectively, you were stepping through the 5 claims discussing what the claims stated. Do you recall that? 6 A. I do. 7 Q. All right. If you could turn to Exhibit 51 and 8 claim 1. 9 A. Yes, I'm there. 10 Q. And the last half of the last clause of that claim 11 says, "For reading a device code from the data communications 12 bus and for determining a match between a read device code and 13 the stored device codes, to thereby provide compatibility of a 14 plurality of different vehicles." Do you see that? 15 A. I do see that. 16 Q. And I believe this afternoon counsel asked you 17 whether that was the same as what was disclosed in the SAE 18 protocol. Do you recall that? 19 MR. SANTURRI: Object to the form. 20 THE WITNESS: I vaguely recall that question. 21 BY MR. KAUTH: 22 Q. And do you have an understanding under the SAE J1979, 23 bus discovery protocol, what happens when a message is sent 24 onto the bus? 25 A. When a message is sent onto the bus, are you talking



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Page 208 1 about by a vehicle device or by our device or by the scan 2 tool? 3 Q. By the scan tool or by the Calamp device. 4 MR. SANTURRI: Object to the form. 5 THE WITNESS: So -- 6 BY MR. KAUTH: 7 Q. Let me see if I can ask a better question. Is it 8 your understanding that under the 1994 version of the SAE 9 protocol three different messages would be sent corresponding 10 to the three bus types back at that time? 11 MR. SANTURRI: Object to the form. 12 THE WITNESS: I recall the spec calls out multiple buses 13 to test for, I don't recall if it was three or four. 14 BY MR. KAUTH: 15 Q. Okay. And when the proper bus was found, would 16 the -- a message be returned to the sending device? 17 MR. SANTURRI: Object to the form. 18 THE WITNESS: Yes, I think the device would determine 19 whether there was an intelligible message that came back that 20 would tell it it's on -- what kind of electrical bus standard 21 it was on. 22 BY MR. KAUTH: 23 Q. And do you know if just the fact that it received a 24 return message was enough to let it know what bus standard it 25 was on?	Page 210 1 BY MR. KAUTH: 2 Q. Okay. And are you aware in this case that Calamp 3 filed invalidity contentions? 4 A. I am. 5 Q. And do you know if Calamp intends to rely on the 6 references and combinations disclosed in those invalidity 7 contentions at trial also? 8 A. I expect that we will. 9 Q. And from today's testimony, I know you're aware that 10 Calamp served an expert report on invalidity? 11 A. I learned that -- yes, I heard that today. 12 Q. And do you think Calamp is going to rely on the 13 conclusions and references in that expert report for it's 14 invalidity arguments as well? 15 A. I expect we will. I -- I have not seen the report, 16 so I don't have an opinion about it. 17 Q. Okay. You also discussed a little bit today about 18 certain Cellport products. Did you understand that some of 19 the patents you discussed today were also assigned to 20 Cellport? 21 A. Yes, like Spaur, the 074. 22 Q. Okay. And if you take a look at Spaur, Exhibit 61. 23 A. Yes, sir, I have it. 24 Q. You're quicker than me. 25 A. Here, shall we share or is that not allowed?
Page 209 1 MR. SANTURRI: Object to the form. 2 THE WITNESS: It could be, but I'm uncertain. 3 BY MR. KAUTH: 4 Q. Okay. So you're not sure if it actually read a 5 device code from the data communications bus and determined a 6 match between the read device code and the stored device code? 7 MR. SANTURRI: Object to form. 8 THE WITNESS: Yeah, I'm uncertain if there was a -- if the 9 match is something that actually takes place per the SAE spec. 10 It may be just more getting a message back that's 11 intelligible, but I don't recall for sure. 12 BY MR. KAUTH: 13 Q. Okay. And I think you had similar testimony with 14 respect to claim 12 of the 876 patents, Exhibit 52. Where the 15 language in that dependent claim is -- for the last half of 16 the clause, "For reading a device code from the data 17 communications bus and for determining a match between a read 18 device code and the stored device code to thereby provide 19 reading compatibility with a plurality of different vehicles." 20 So in that context would your answer be the same that you're 21 not sure if the SAE J1979 protocol requires that? 22 MR. SANTURRI: Object to the form. 23 THE WITNESS: Right, I'm not sure if whether or not 24 there's -- that matching process actually goes on. 25 ///	Page 211 1 Q. You keep that copy, I've got one. Thanks. If you 2 can turn to column 3, I think approximately line 62 -- 3 actually, it starts at line 57, do you see the paragraph break 4 there that says, "With regard to obtaining information"? 5 A. Yes. 6 Q. Could you read that -- that paragraph? 7 A. "With regard to obtaining information or data from 8 these vehicle devices for appropriate processing using, for 9 example, one or more executable programs in the program 10 memory, the controller communicates with a second standardized 11 network in the form of a network that is commercially 12 available and used in vehicles, such as the previously devised 13 controller are network bracketed CAN closed bracketed. The 14 CAN is -- 15 Q. That's about plenty. 16 A. Okay. 17 Q. From that passage would it your understanding that 18 the controller area network that's commercially available and 19 used in vehicles would work with multiple different vehicles? 20 MR. SANTURRI: Object to the form. 21 THE WITNESS: Yes. 22 BY MR. KAUTH: 23 Q. And could you flip to column 10 for me, the same 24 patent. 25 A. Okay.

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Page 212 1 Q. And go to line 18. 2 A. Okay. 3 Q. And there is a sentence that begins, "In a preferred 4 embodiment." 5 A. Do you want me to read it? 6 Q. Yes, please. 7 MR. SANTURRI: Object to form. 8 THE WITNESS: "In a preferred embodiment, this further 9 standardized network is a network that has been previously 10 devised and is commonly used in a number of makes and models 11 of vehicles. This communication network is defined as the 12 controller area network. Although the controller area 13 network," they have the abbreviation there, "has been 14 previously commonly been used in operative association with 15 automotive electronics including engine control elements, 16 sensors, lamps, electric windows, etcetera. The present 17 invention also enables the controller area network." 18 Q. So where that passage mentioned that the network was 19 used in a number of makes and models of vehicles, would you 20 understand that to mean it was compatible with multiple 21 vehicles? 22 MR. SANTURRI: Object to the form. 23 THE WITNESS: Yes. 24 BY MR. KAUTH: 25 Q. And earlier today you discussed several SAE	Page 214 1 has either found that claim to be not infringed or invalid? 2 MR. SANTURRI: Object to the form. 3 THE WITNESS: In each -- in each and every case one or 4 both. Either -- either not infringed or not valid or both not 5 infringed and invalid. 6 MR. KAUTH: Okay. I have no further questions. 7 8 FURTHER EXAMINATION 9 10 BY MR. SANTURRI: 11 Q. With respect to the infringement -- strike that? 12 With respect to the invalidity contentions that 13 Calamp served, but omitted by the expert provided by Calamp, 14 sitting here today do you know who or how Calamp is going to 15 offer any of those contentions into evidence? 16 A. No, I do not. 17 Q. And you're the only witness designated on behalf of 18 Calamp to talk about its invalidity positions; is that right? 19 A. I believe that's the case. I would have to check 20 with what was submitted to you. 21 Q. And -- and we covered all the invalidity contentions 22 that you knew of as we walked through the various patents 23 today; right? 24 A. You got the ones that I could recall at the moment, 25 yes.
Page 213 1 specifications, I think including J1978, J1979, and J2201. Do 2 you recall that? 3 A. I do. 4 Q. Do you have an understanding with respect to J1978, 5 the OBD2 scan tool specification as to whether that is 6 applicable to automobiles in general that contain a vehicle 7 bus? 8 MR. SANTURRI: Object to the form. 9 THE WITNESS: Yes, it's -- it was intended -- my 10 understanding is that it is for vehicles in the United States 11 in general from -- and that was expected to be compatible with 12 vehicles starting with the 1996 model year. 13 BY MR. KAUTH: 14 Q. Okay. So after that specification was updated in mid 15 1994 or 1996, after it was mandated, would you expect that any 16 vehicle containing a bus would follow that SAE standard? 17 MR. SANTURRI: Object to the form. 18 THE WITNESS: That standard or updated versions of that 19 standard as time went on in case there were new vehicle buses 20 implemented. 21 BY MR. KAUTH: 22 Q. Okay. And I think earlier when you were asked about 23 the basis for Calamp's contentions that it's alleged 24 infringement was not willful, you mentioned a number of 25 things. Do you recall if for every asserted claim that Calamp	Page 215 1 Q. And when you read the sections from Exhibit 61, the 2 Spaur patent, none of what you read described a device that 3 stored the device codes for multiple devices within that 4 controller; right? 5 A. Please repeat. 6 Q. You read several -- counsel had you read into the 7 record several passages from -- from Exhibit 61. Do you 8 recall that just a minute ago? 9 A. Yes, I do recall that. 10 Q. Nothing that you read indicated that a controller 11 that's disclosed in the Spaur reference included codes for a 12 plurality of vehicles within that controller; right? 13 A. It doesn't come out and say it that way. 14 MR. SANTURRI: I don't have any more questions. Read or 15 waive? 16 MR. KAUTH: I may have one more. 17 18 FURTHER EXAMINATION 19 20 BY MR. KAUTH: 21 Q. Could you turn back to column 10 a little bit below 22 where you read previously starting about line 55? 23 A. Okay. 24 Q. And read that sentence that begins, "In interfacing." 25 MR. SANTURRI: Object to the form.

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Page 216 1 THE WITNESS: In interfacing with the CAN, the controller 2 also has device drivers that are useful in achieving desired 3 communications in both directions between the CAN and the 4 controller. For example, the processor is able to obtain data 5 or other information from the vehicle devices using the device 6 drivers and which information can be used by the processor 7 including, for example, storing data in the data memory for 8 subsequent access and transmission to a remote station. 9 Q. Do you have an understanding of what a device driver 10 is? 11 MR. SANTURRI: Object to the form. 12 THE WITNESS: I would expect it would be something that 13 would be the -- have enough intelligence that you would be 14 able to talk to a given device with that driver. 15 BY MR. KAUTH: 16 Q. Would you consider that to be the same as the device 17 code that's disclosed in the Flick 885 or Flick 876 patent? 18 MR. SANTURRI: Object to the form. 19 THE WITNESS: Yeah, it seems like the same concepts. 20 MR. KAUTH: All right. I have nothing further unless you 21 do. 22 MR. SANTURRI: Read or waive? 23 MR. KAUTH: We'll read, please. 24 THE VIDEOGRAPHER: Off the record at 6:43 p.m. 25	Page 218 REPORTER'S CERTIFICATION 1 2 3 I, Sandra K. Martinovich, a Certified Shorthand 4 Reporter in and for the State of California, do hereby 5 certify: 6 7 That the foregoing witness was by me duly sworn; that 8 the deposition was then taken before me at the time and place 9 herein set forth; that the testimony and proceedings were 10 reported stenographically by me and later transcribed into 11 typewriting under my direction; that the foregoing is a true 12 record of the testimony and proceedings taken at that time. 13 14 IN WITNESS WHEREOF, I subscribe my name this 21st Day 15 of April, 2015. 16 17  18 19 20 SANDRA K. MARTINOVICH 21 CSR. NO. 11537 22 23 24 25
Page 217 1 (Whereupon the proceedings ended at 6:43 p.m.) 2 (Penalty of Perjury on the following page, attached 3 hereto.) 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 219 DEPOSITION ERRATA SHEET 1 2 3 4 Our Assignment No. 320395 5 Case Caption: 6 OMEGA PATENTS 7 Vs. 8 CALAMP CORPORATION 9 10 DECLARATION UNDER PENALTY OF PERJURY 11 I declare under penalty of perjury that I have read 12 the entire transcript of my Deposition taken in the 13 above-captioned matter or the same has been read to me, and 14 the same is true and accurate, save and except for changes 15 and/or correction, if any, as indicated by me on the 16 DEPOSITION ERRATA SHEET hereof, with the understanding that I 17 offer these changes as if still under oath. 18 Signed on the _____ day of _____, 20____, 19 _____. 20 GALLIN CHEN 21 22 23 24 25

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