UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUASAR SCIENCE LLC	)	
	)	Case No.
Petitioner,	)	IPR2023-00611
	)	IPR2023-00613
VS.	)	IPR2023-00614
	)	
COLT INTERNATIONAL CLOTHING, INC. d/b/a COLT LED,	)	U.S.PATENT Nos.
	)	10,197,224
	)	10,411,582
Patent Owner.	)	10,566,895
_____	)	

Deposition of Guillermo Macias

Encino, California

Friday, May 3, 2024

REPORTED BY:
KIMBERLY WILDISH
CSR NO.: 8078
JOB NO: J11219444

QUASAR SCIENCE LLC EXHIBIT 1023, Page 1 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

8:57 A.M.

Deposition of Guillermo Macias, conducted by Greenberg Traurig, LLP, held at Nolan Heimann LLP, 16000 Ventura Boulevard, Suite 1200, Encino, California, 91436; before Kimberly Wildish, CSR NO. 8078, pursuant to Notice.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 2 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

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(TELECONFERENCE APPEARANCE)

I N D E X

WITNESS:	EXAMINATION	PAGE
Guillermo Macias	Mr. Briggs	9
		166
		325
	Mr. Hoffman	318

E X H I B I T S

Deposition Exhibits

Exhibit 1050 -	Articles of Incorporation of Municipal Energy Solutions, Inc. Filed June 10, 2002 (1 Page)	36
Exhibit 1051 -	Certificate of Election to Wind Up and Dissolve (1 Page)	36
Exhibit 1052 -	Articles of Incorporation Filed May 18, 2010 (1 Page)	37
Exhibit 1053 -	Statement of Information Filed July 23, 2010 (1 Page)	40
Exhibit 1054 -	Certificate of Dissolution Filed February 16, 2017 (1 Page)	44

QUASAR SCIENCE LLC EXHIBIT 1023, Page 4 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

E X H I B I T S (CONTINUED)

Deposition Exhibits

Exhibit 1055 -	Articles of Incorporation Filed May 27, 2009 (1 Page)	187
Exhibit 1056 -	Light Laboratory Inc. Report Prepared for Colt LED Lighting Issue Date: 10/8/2019 (3 Color Pages)	297
Exhibit 1057 -	United States Bankruptcy Court Voluntary Petition (49 Pages)	302
Exhibit 1058 -	United States District Court Central District of California Criminal Docket - USA v Arana et al (14 Color Pages)	313

E X H I B I T S

Previously Marked

Exhibit 1001 -	United States Patent Patent No.: US 10,411,582 B1 Date of Patent: Sep. 10, 2019 (8 Double-Side Pages)
Exhibit 1025 -	Deposition Transcript of Todd Csernecky April 09, 2024 (147 Double-Side Pages)
Exhibit 1038 -	Laysion, LLC vs Macias Decided Jul 28, 2023 (5 Double-Side Color Pages)

QUASAR SCIENCE LLC EXHIBIT 1023, Page 5 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

E X H I B I T S (CONTINUED)

Previously Marked

Exhibit 1040 - Declaration of Yajun Zhang in Support of Plaintiff Laysion, LLC's Motion for Summary Adjudication (21 Double-Side Color Pages)

Exhibit 1041 - Declaration of Guillermo Macias in Support of Defendants' Consolidated Opposition to Plaintiff's Motion for Summary Adjudication (8 Double-Side Color Pages)

Exhibit 2036 - LAYSION Mr. Zhang Ya Jun state that the following information is true to my own knowledge (1 Page)

Exhibit 2041 - Declaration of Todd Csernecky in Support of Patent Owner's Response (11 Double-Side Color Pages)

Exhibit 2066 - Declaration of Fernando Silva in Support of Patent Owner's Response (4 Double-Side Pages)

Exhibit 2068 - Declaration of Guillermo Macias in Support of Patent Owner's Response (10 Double-Side Color Pages)

Exhibit 2077 - Light Laboratory Inc. Report Prepared for Colt LED Lighting Issue Date: 10/21/2019 (2 Double-Side Color Pages)

QUASAR SCIENCE LLC EXHIBIT 1023, Page 6 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

E X H I B I T S (CONTINUED)

Previously Marked

Exhibit 2079 - Deposition Transcript of Zhang Ya Jun
Friday, October 12, 2018
(102 Double-Side Color Pages)

Exhibit 2080 - Declaration of Gary R. Allen, Ph.D. in Support of Patent Owner's Response
(81 Double-Side Color Pages)

Exhibit 2123 - Provisional Application for Patent Cover Sheet
(11 Double-Side Color Pages)

I N D E X (CONTINUED)

INFORMATION REQUESTED

(NONE)

QUESTIONS INSTRUCTED NOT TO ANSWER

PAGE/LINE

298/25

UNANSWERED QUESTIONS

PAGE/LINE

55/25

98/6

MARKED AT REQUEST OF COUNSEL

(NONE)

ENCINO, CALIFORNIA; FRIDAY, MAY 3, 2024

8:57 A.M.

GUILLERMO MACIAS,

HAVING BEEN FIRST DULY SWORN, WAS

EXAMINED AND TESTIFIED AS FOLLOWS:

EXAMINATION

BY MR. BRIGGS:

Q. Good morning, Mr. Macias. Can you please state your full name, for the record.

A. Guillermo Macias.

Q. Is that your full name?

A. Yes.

Q. No middle name?

A. No.

Q. So, Guillermo Macias.

Are you also known as "Memo"?

A. They call me "Memo."

MR. BRIGGS: Okay. I saw a lot of declarations in this proceeding that used your nickname, so I just want to make sure that if they use the word "Memo" they're talking about you. Generally, it looks like to

be that way.

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. Do you prefer "Mr. Macias" today?

A. That's fine.

MR. BRIGGS: Okay.

So my name is Heath Briggs. I'm a patent attorney with the law firm of Greenberg Traurig, and I represent Petition Quasar Sciences in this matter. With me here is my colleague, David Magee.

Q. Do you understand you're here for a deposition in connection with three Inter Partes Review proceedings before the U.S. Patent and Trademark office?

A. Yes.

Q. And for the record, those matters are IPR 2023-00611, -00613 and -00614.

So if I say "the IPRs" you will understand I'm referring to those particular matters?

A. Yes.

MR. BRIGGS: Okay. Thank you.

Q. Have you been deposed before?

A. Yes, I have.

Q. About how many times?

A. Once.

MR. BRIGGS: Once before?

Q. And was what type of proceeding was that?
A. (NO AUDIBLE RESPONSE)
Q. A patent proceeding?
A. Civil.
Q. Civil?
Civil litigation?
A. Um-hmm.
Q. Okay. And what was the context?
A. I don't know if I can disclose that. You can... It was a...
MR. BRIGGS: Well, so let me just explain how this works.
I'm gonna ask you questions, and you're required to answer my questions unless he says you can't answer my questions. And the only way he can say that you can't answer my question is if he says it's privileged.
So I'm gonna ask a question, you should answer the question, we're gonna detonate portions of this transcript Confidential, if we need to be. So you can say whatever you say you did to answer the question truthfully and accurately.
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So you were deposed before in a civil

litigation proceeding, is what you said; correct?

A. Yes.

Q. In what context was that civil litigation proceeding?

A. It was regarding equipment.

Q. Your equipment? Somebody else's equipment?

A. Somebody else's equipment.

Q. Okay. Who was this somebody else?

A. Laysion.

MR. BRIGGS: Laysion. Okay.

Q. Mr. Zhang's Laysion?

A. Yes.

MR. BRIGGS: Okay. Yeah, I'm aware of that proceeding.

Q. So that you were deposed --

A. I know you are.

MR. BRIGGS: So let me explain another thing.

So we have a court reporter here, and she's going to try very, very hard to keep the transcript as clear as she can. And so it's gonna be helpful if we don't talk over each other.

THE WITNESS: Okay.

MR. BRIGGS: So I'm gonna do my best to ask a clear question.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 12 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: Okay.

MR. BRIGGS: And I would ask that you do your best to give a clear answer.

I'm also gonna do my best to not interrupt you when I am waiting for your answer to finish. And I would ask that you do your best not to interrupt me while I'm asking a question, so she can have the record clear.

Is that fair?

THE WITNESS: Yes.

MR. BRIGGS: Okay. Thank you.

Q. So you said you know I'm aware of the Laysion proceeding. Is that what you said?

A. Yes.

Q. How do you know that?

A. My attorney.

MR. BRIGGS: Okay.

Q. So you submitted three declarations across the three different IPRs that we discussed a few minutes ago; correct?

A. Yes.

Q. Okay. So I'm gonna give you copies of those declarations here in a minute. But before we do that, I want to go over a few more ground rules. We've already gone over a couple ground rules, but let's not

QUASAR SCIENCE LLC EXHIBIT 1023, Page 13 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

try to talk over each other. I'll try to ask clear questions. If you don't understand my question, please let me know.

Okay?

A. Okay.

Q. If you... And then if you say "I don't understand your question" I'll try to ask a better, clearer question.

Okay?

A. Okay.

Q. What that means, though, is if you answer my question, I'm going to understand that you understood my question.

Okay?

A. Yes.

MR. BRIGGS: Okay.

Q. We talked about objections. Mr. Hoffman here, if he's gonna object, he's gonna say something like: "Objection; form." "Objection; scope" or whatever.

You still have to answer even though the objection is coming. Those objections are for the record so that Mr. Hoffman can do what he needs to do down the road for legal proceedings.

Do you understand that?

A. Yes.

Q. As for breaks, I don't know what you did at your prior deposition, but we typically take a break in the depositions I've been in about every 60 minutes.

Is that gonna work for you?

A. Yes.

Q. Okay. The only thing I will ask is that while you and I are not on a break, if there's a pending question, please answer the question before you go to break.

Okay?

A. Okay.

Q. And during the breaks you're not allowed to talk to Mr. Hoffman about your testimony or how to proceed in this matter until I'm done with my Cross Examination; okay?

Because that means, over the course of the next few hours while I'm asking questions and then we go to a break, there's no discussions with counsel about this case.

Okay?

A. Okay.

Q. The other thing is I see you're nodding your head, which is a very common thing. Let's try to say "Yes" and "No" so that the court reporter can catch

QUASAR SCIENCE LLC EXHIBIT 1023, Page 15 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

those and put them on the record.

Okay?

A. Okay.

MR. BRIGGS: Thank you.

Q. So you were sworn in a few minutes ago, so you're required to testify truthfully today.

Okay?

A. Okay.

Q. And you understand that this means that you're testifying as if you were in front of a judge or a jury; right?

A. Yes.

Q. Okay. Is there any reason you cannot testify truthfully and accurately today?

A. No.

Q. So you're not on any medications or anything like that that would prevent you from testifying truthfully and accurately today; correct?

A. No.

Q. So "correct" you're not on any med --

A. No, I'm not on any medication.

MR. BRIGGS: Okay. Thank you.

So what I'm gonna give you now is copies of your declarations from each of the three proceedings.

This first one, if you could just look at

QUASAR SCIENCE LLC EXHIBIT 1023, Page 16 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

the front page.

Q. At the front page, you'll see there's what we call a "caption." And in that caption it says IPR 2023-00614 and it's for Patent No. 10,411,224.

Do you see that?

A. Yes.

MR. BRIGGS: Okay. I believe there's a type-o, though, on the caption here. That should be 00611. I think Mr. Hoffman's even noting that right now on his piece of paper.

Is that right, David?

MR. HOFFMAN: Yes.

BY MR. BRIGGS:

Q. So this actual declaration is actually for the -00611 proceeding.

Okay?

A. Okay.

Q. So then the next piece of paper I'm going to hand you is Exhibit 2068 from IPR 2023-00613. And similarly, we have a Patent No. 10,411,582.

Do you see that?

A. Yes, I do.

Q. And below that, at the very bottom of the right-hand corner you see "EXHIBIT 2068."

Do you see that?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 17 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. And it says "Page 1 of 20"; correct?
A. Yes.
Q. All right. So then, we're gonna do one more.
So this document is from IPR 2023-00614, for U.S. Patent No. 10,566,895.
Do you see that?
A. Yes, I do.
Q. And at the bottom again, you see an "EXHIBIT 2068." "Page 1 of 20."
Do you see that?
A. Yes.
Q. Okay. So those are your three declarations from the IPR proceedings; correct?
A. Yes.
MR. BRIGGS: If you want to, I'm about to ask you to do that. If you would want to go, please, check the signature page of each of those documents, and let me know when you're done.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Done.
BY MR. BRIGGS:
Q. So you verified the signatures on each of those documents?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 18 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes, I did.
Q. And they are your signatures?
A. Yes, they are.
MR. BRIGGS: Great. Thank you.
Q. How did you prepare these declarations?
A. With David Hoffman.
Q. So you worked with your counsel to prepare these declarations?
A. Yes.
MR. BRIGGS: Okay.
Q. Did you work with anybody else to prepare these declarations?
A. No, I did not.
Q. So it was just you and Mr. Hoffman, working back and forth, to prepare the documents.
A. Yes.
MR. BRIGGS: All right.
Q. For simplicity, I've looked at all three of the declarations. They're very similar. For simplicity, let's just work off of Exhibit 2068 for IPR No. 00613, which relates to the 582 patent.
Okay?
MR. HOFFMAN: Objection; characterization. Form. Foundation.
MR. BRIGGS: So it might be easier, so we don't

QUASAR SCIENCE LLC EXHIBIT 1023, Page 19 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

get confused, if you put the other two declarations aside so we don't accidently swap them.

Yes. Thank you.

Q. So if you could please turn to Page 1 of your declaration for the 00613. And for the record, if I say "your declaration" for the foreseeable future until I change it, it's gonna be for the 00613 IPR for the '582 patent.

So if we look in Paragraph 1 of the 2068 declaration, it says:

"I, Guillermo ("Memo") Macias, declare as follows:"

Do you see that?

A. Yes, I do.

Q. And Paragraph 1 says:

"I am the inventor of the invention disclosed and claimed in the above referenced U.S. No. 10,411,582 (the '582 Patent)."

Do you see that?

A. Yes, I do.

Q. And it says:

"I am founder and principal of Colt International Clothing, Inc. dba Colt LED..."

Do you see that?

A. Yes, I do.

Q. What do you mean by "founder and principal of"?

A. I'm the owner.

MR. BRIGGS: The owner.

Q. And how long have you been the owner?

A. 2009.

Q. 2009.

A. I believe.

Q. And it says "Colt International Clothing, Inc. dba Colt LED."

Are those two separate businesses?

A. Yes, they are.

Q. Okay. And what does Colt International Clothing, Inc. do?

A. Source merchandise for my customers: Clothing. Sporting goods.

Q. Where do they source it?

A. I used to open up accounts in the United States: Umarex. Crossman. Spider. Wilson. I'd buy it wholesale and I'd sell it.

Q. So Spider is a sporting good company?

A. No. It's a paintball company.

Q. A paintball company.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 21 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. We used to sell skateboards. I mean, everything you could think of. They would give me a wish list and I'd sell it.

Q. Where would you get the goods from for wholesale?

A. From the manufacturers.

MR. BRIGGS: From the manufacturers.

Q. Is that local here, in the United States?

A. Yes. Some of them.

Q. Some of them. Some of them outside the United States?

A. Yes.

Q. Some of them in China?

A. Thailand.

MR. BRIGGS: Thailand. Okay.

Q. And you also said Wilson. Is that a sporting goods?

A. Sporting goods. Tennis rackets. Tennis balls.

Q. Do these... Does Colt International Clothing, Inc. have a different financial setup than the Colt LED business? Do they have the same bank accounts?

MR. HOFFMAN: Objection; relevance. Scope.

MR. BRIGGS: You can answer.

THE WITNESS: Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 22 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. So "Yes" they do have separate financial accounts?

MR. HOFFMAN: Same objections.

THE WITNESS: No.

BY MR. BRIGGS:

Q. They have a shared account?

A. Yes.

MR. BRIGGS: Okay. Thank you.

Q. The reason I'm asking is because it says, comma, "which is the business for my bicolor tubular lights and related products."

Do you see that?

A. Yes.

Q. And so when you say "which is the business for my bicolor tubular lights" you're talking about Colt LED; right?

MR. HOFFMAN: Objection; foundation.

THE WITNESS: I don't understand the question.

BY MR. BRIGGS:

Q. There's two businesses listed. I guess one's a dba.

Do you do... Does Colt International Clothing, Inc. dba Colt LED both do business in bicolor LEDs?

MR. HOFFMAN: Objection; foundation.

THE WITNESS: No.

BY MR. BRIGGS:

Q. Do you understand what "dba" means?

A. It's a separate entity of both LED, that's what I understand. That's what's Colt International.

Q. Okay. So "dba" as I understand means doing business as.

A. Yes.

Q. Okay. So when I say "Colt International doing business as Colt LED" those have the same... are they the same company?

MR. HOFFMAN: Objection; legal conclusion.

MR. BRIGGS: You can answer.

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. So that's why it says "which is the business." Because if they're the same company, they are "the" business for your bicolor tubular lights; correct?

A. Yes.

MR. BRIGGS: I'm just trying to understand what's going on in the declaration here. Okay.

Q. So you started the business, you said, in

or around 2009; is that right?

A. Yes.

Q. Is that business still in existence today?

A. Yes.

Q. And does it still have the same name: Colt International Clothing, Inc. dba Colt LED?

A. Yes.

MR. BRIGGS: Okay.

So let's go to Paragraph 2. If you could just, please, read that and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Ready.

MR. BRIGGS: Okay.

Q. So it says:

"In the late 2000s, I was sales representative for Municipal Energy Solutions, Inc."

Right?

A. Yes.

Q. What do you mean by "late 2000s"?

A. (NO AUDIBLE RESPONSE)

Q. 2009? 2008? Do you have an approximate date?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 25 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. I can't recall an exact date. So, late 2000s.

MR. BRIGGS: Okay. So you can't recall the exact date.

Q. Was it as early as 2005?

A. I'm not going to guestimate on that.

Q. Okay. So, late 2000s. You're not sure whether it's 2005, '06, '07, '08, '09.

Is that what you're saying?

A. Yes.

Q. Okay. But it wasn't in 2010 because that was not late 2000s?

MR. HOFFMAN: Objection; form.

THE WITNESS: Yeah. Yes.

I mean, early 2000s. Late 2000s.

BY MR. BRIGGS:

Q. So how long did you work for Municipal Energy Solutions, Inc.?

A. I don't recall. Not very long.

Q. Months? Weeks?

A. Probably over a year.

MR. BRIGGS: Probably over a year.

Q. Why was it important for you to list Municipal Energy Solutions, Inc. in this declaration?

MR. HOFFMAN: Objection; foundation.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 26 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Characterization.

THE WITNESS: Because this is a company that was -- that introduced me to -- that and my customers -- introduced me to LEDs. They knew the LED wave was coming. That's where I got my hand-on training on LEDs.

BY MR. BRIGGS:

Q. What kind of hands-on training did they give you?

A. They gave me a cobra light streetlight that they asked me to source for them.

Q. Can you tell me what a cobra light is?

A. It's a municipality light. A streetlight that you see outside. They were changing them out. They were swapping them out in Mexico. And they sent me a sample that they wanted me to source for them.

Q. So when you say "streetlight" do you mean I'm walking down the street and there's a big light pole and at the top there's a light? That kind of streetlight?

A. Cobra light. Yes.

Q. Okay. And those typically were old incandescent bulbs; is that right?

A. That's correct.

Q. And then you were working to help install these cobra lights to replace the incandescent bulbs; is

that right?

A. That's correct.

Q. And you say you were sourcing them. What do you mean by "sourcing"?

A. Looking for a manufacturer that could get me the light that they were asking for.

MR. BRIGGS: Okay.

Q. Did you find one?

A. Yes, I did.

Q. Who was it?

A. I don't recall the name of the factory, but we did find it.

Q. Where did you find it?

A. In China.

Q. Do you know where in China?

A. At the LED trade show. Shanghai LED trade show.

Q. Do you know about what year that was?

A. No.

MR. BRIGGS: "No"? Okay.

Q. Was it before you started Colt?

A. Yes.

Q. So you started Colt in 2009, and this was before that then?

A. Yes.

MR. BRIGGS: Okay.

Q. When you were at this LED trade show how did you figure out how to source it? Source these cobra lights?

A. We walked all four floors looking for it.

Q. You say "We." Who is "We"?

A. Robert and I.

MR. BRIGGS: Robert.

Q. Robert who?

A. Mulder.

Q. How do you spell his last name?

A. M-u-l-d-e-r.

MR. BRIGGS: Mulder. Okay. Thank you.

Q. So you and Robert Mulder were in China walking the LED trade show.

A. Yes.

Q. And that's in Shanghai, you said.

A. Yes.

Q. Okay. And that was before 2009.

A. Yes.

MR. BRIGGS: Okay.

Q. As part of your training with Municipal Energy Solutions, Inc. did you have any formal LED training?

A. No.

Q. Okay. So when you say you were "trained" what do you mean by that?

A. I wasn't trained. I just was given specifications to look for a light, and that's what I did, and, as I was looking for it.

Q. What did those specifications require? Like a certain dimension?

A. Wattage. Lumen output.

Q. Anything else?

A. What else did they require.

I don't recall.

Q. For the cobra lights.

A. Yes, for the cobra lights.

Q. Okay.

A. The spread of light. Yeah.

Q. When you say "the spread" ...

A. The spread, so you'd overlap within the street.

Q. So you had these specifications from Municipal Energy Solutions?

A. No. From my client in Mexico.

MR. BRIGGS: From your client in Mexico.

Q. Who's your client in Mexico?

A. At the time, it was Javier.

Q. Is that a person or a business?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 30 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. That was a person.
Q. Is there a last name?
A. I don't recall.
Q. Did he work for a company?
A. Yes, he did. I don't remember the name of the company, though.
MR. BRIGGS: So I'll call him just "Javier" because I don't know his last name.
Q. He gave you specifications for the cobra lights?
A. Yes.
Q. Okay. And you had those specifications, and then you went to China and found the right --
A. I had the sample. I had to lug it around China.
Q. Oh, you had a sample.
A. I had the sample. I had to carry it around China with me.
Q. Did you have to get it through customs?
A. Yes.
Q. Was that difficult?
A. No. Not back then. You just checked it in.
Q. Okay. So you flew to China with the sample.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 31 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Did Javier give you the sample?

A. Yes. He shipped it to me.

Q. Okay. So Javier shipped you the sample of this cobra light. Okay.

Is that right?

A. Yes.

Q. You took that cobra light, you went over to China, you went through the LED show holding the sample?

A. Carrying it in my backpack.

Q. And you would just... Tell me about this process here. Tell me what happened in this Shanghai, carrying around the sample.

Did you find somebody?

A. Ultimately, yes, we did.

Q. At that show or elsewhere?

A. At the show.

Q. Okay. And how did you identify the person that you wanted to use at the show?

A. I found an identical unit.

Q. You found an identical unit there?

A. Yes.

Q. And then what happened?

A. We started ordering prototypes and samples.

Q. From that manufacturer?
A. From that manufacturer.
Q. Do you remember the name of that manufacturer?
MR. HOFFMAN: Objection; scope.
THE WITNESS: No, I don't. It's over a decade.
MR. BRIGGS: Okay. That's fine.
THE WITNESS: They all had the same name back in those days. Optoelectronics LED, so... you know.
BY MR. BRIGGS:
Q. "Optoelectronics" is that what you said?
A. Yeah, something like that.
Q. I think I saw that name somewhere.
A. Everywhere.
MR. BRIGGS: Okay.
Q. So you identified the supplier at the Shanghai road show or -- excuse me -- LED show. My bad.
And did you ultimately end up purchasing the units for Municipal Energy Solutions, Inc.?
A. Yes, we ended up purchasing them.
Q. And then they got shipped to the United States?
A. Yes.
Q. And installed?
A. And then I shipped them to Mexico for

QUASAR SCIENCE LLC EXHIBIT 1023, Page 33 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

approval.

Q. So you shipped the units to Mexico for approval?

A. No. Shipped it to me in the United States. And then for me, I sanitized it and shipped it to my customer in Mexico.

Q. What do you mean "sanitized it"?

A. You don't want them knowing who you're actually manufacturing with. They can also take you out of the equation.

Q. Oh, I see. So you made the lights unidentifiable who the manufacturer was?

A. Yes.

MR. BRIGGS: Okay.

Q. So you shipped these sanitized lights down to Mexico for approval.

A. Yes.

Q. What do you mean by "approval"?

A. The city had to approve it.

Q. The city had to approve it.

A. Yes. The municipality.

Q. Were these lights installed in Mexico then or were they installed in the United States?

A. In Mexico.

Q. In Mexico.

What city?

A. It was... I shipped them to Sinola.

Q. "Sinola." Can you spell that?

A. S-i-n-o-l-a.

And then they were selling it to who knows.

MR. BRIGGS: Okay.

Q. So when you said that they... you shipped them to Mexico for approval, did they have to test the lights?

A. Yes. And I guess there was a bidding process involved.

MR. BRIGGS: Okay. Okay.

Q. And you worked for Municipal Energy Solutions a little over a year, you said?

A. Yes.

Q. Okay. And then -- okay. Sorry.

Is Municipal Energy Solutions still in business today?

A. I don't know.

MR. BRIGGS: Okay.

Let's go to the first one. So we're going to mark as Exhibit called 1050.

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QUASAR SCIENCE LLC EXHIBIT 1023, Page 35 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1050 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. So this is Exhibit 1050, Mr. Macias. And it says Articles of Incorporation of Municipal Energy Solutions, Inc.

Do you see that at the top of the page?

A. Yes.

Q. And it's marked with a date of June 10, 2002. Do you see that?

A. Yes.

Q. Okay. And in the middle of the page is a "David H. Schulman." Do you see that?

A. Yes.

Q. Do you know Mr. Schulman?

A. No, I don't.

Q. Do you know if this is the Municipal Energy Solutions, Inc. that you worked for?

A. No.

MR. BRIGGS: And then the next one, 1051.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1051 TO THE DEPOSITION)

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QUASAR SCIENCE LLC EXHIBIT 1023, Page 36 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. So, Mr. Macias, you've been handed Exhibit 1051. And at the top of it, it says Certificate of Election to Wind Up and Dissolve.

Do you see that?

A. Yes.

Q. And it says March 21, 2003. Do you see that on the right-hand side?

A. Yes.

Q. Okay. And then it says "Darrell Talbert and Jeffrey Miller certify that:"

Do you see that?

A. Yes.

Q. Do you know Darrell Talbert?

A. No, I don't.

Q. Do you know Jeffrey Miller?

A. No, I don't.

MR. BRIGGS: Okay. Thank you.

Mr. Macias, we're gonna mark this one 1052.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1052 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. Mr. Macias, you've been handed

QUASAR SCIENCE LLC EXHIBIT 1023, Page 37 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Exhibit 1052. At the top of that document it says Articles of Incorporation. Do you see that?

A. Yes, I do.

Q. On the right-hand side it says May 18, 2010; correct?

A. Yes.

Q. And then in the middle of the page we have a different person listed this time. It's Ronald S. Cheifer, C-h-e-i-f-e-r.

Do you see that?

A. Yes, I do.

Q. Do you know Mr. Cheifer?

A. Yes, I do.

Q. You do know Mr. Cheifer.

How do you know him?

A. He's my accountant.

MR. BRIGGS: Oh, he's your accountant.

Q. So you believe this is the Municipal Energy Solutions, Inc. that you worked for as noted in your declaration.

A. No.

Q. Why do you think that is not?

A. Because Ronald wasn't the guy I was working for. I was working with Robert.

Q. Robert Mulder?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 38 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. Okay.
A. As a matter of fact, the address on here is Robert Mulder's address.
MR. BRIGGS: Okay. So this is Robert Mulder's address.
Q. So if this is Robert Mulder's address, and this says filed May 18, 2010, does that refresh your recollection of when you were working for Municipal Energy Solutions, Inc.?
A. No.
Q. Okay. You still think it was before.
A. Yes.
Q. Why do you think that?
A. Because I was already sourcing the lights...
Q. Okay.
A. For my customers.
MR. BRIGGS: Okay.
Q. Did you ever own any stock in Municipal Energy Solutions, Inc. during your employment there?
A. No.
Q. No financial interest whatsoever?
A. None.
MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 39 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

We're gonna go to the next one. This is going to be 1053.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1053 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. Mr. Macias, you've been handed what's called Exhibit 1053. And at the top of the document there's a number that's 3298256.

Do you see that?

A. Yes.

Q. And this is a Statement of Information.

Do you see that?

A. Yes.

Q. And the corporate name listed here is Municipal Energy Solutions, Inc.; correct?

A. Yes.

Q. And that's got an address of 124 East Olympic Boulevard, #308; right?

A. Yes.

Q. Do you know that address?

A. Yes, I do.

Q. Is that... How do you know it?

A. It's across the street from the California Mart in downtown L.A.

Q. When you say "Mart" you mean M-a-r-t?
A. Um-hmm.
Q. So it's across the street from the California Mart. How do you know that?
A. Because I know exactly where this building is.
Q. Okay. Have you been in this building?
A. Yes, I have.
Q. For work for Municipal Energy Solutions, Inc.?
A. Yes. This was Robert Mulder's office.
MR. BRIGGS: Okay.
Q. And again, if we look at the date on this, this is July 23, 2010; right?
A. Yes.
Q. But again, your belief is that this document was filed after you stopped working for Municipal Energy Solutions, Inc.; right?
MR. HOFFMAN: Objection; foundation.
MR. BRIGGS: I'm not trying to... I'm trying to figure out.
THE WITNESS: (NO AUDIBLE RESPONSE)
MR. BRIGGS: Let me ask it a different way.
Q. Do you think you were still working for Municipal Energy Solutions, Inc. on July 23, 2010?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 41 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. Okay. Why do you think that?
A. Because I was working before this date, trying to source the lights for my customers.
Q. Okay. So you believe you were working for Municipal Energy Solutions, Inc. as of July 23, 2010; right?
A. Yes.
Q. How long after July 23, 2010 did you continue to work for that company?
A. I don't remember. It's over... I don't recall.
Q. But you still believe that you worked for Municipal Energy Solutions, Inc. for a little over a year.
A. Yes.
Q. Would the "little over a year" start at around this time or before?
A. Before.
Q. Before.
A. I believe it was before.
MR. BRIGGS: Okay.
Q. So if we go down in the middle of the page, you'll see three people listed. There's a Chief Executive Officer, a Secretary, and a Chief Financial

QUASAR SCIENCE LLC EXHIBIT 1023, Page 42 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Officer.

Do you see that?

A. (NO AUDIBLE RESPONSE)

Q. And I can read the names.

A. Yes.

Q. So Number 5 says CHIEF EXECUTIVE OFFICER Ruben Guerra.

A. Yes.

Q. Do you know Mr. Guerra?

A. Yes.

Q. How do you know him?

A. I met him with Robert, at his office.

Q. Robert Mulder.

A. Yes.

Q. Okay. And so did you know Ruben Guerra as the Chief Executive Officer of Municipal Energy Solutions, Inc.?

A. No.

Q. Did you ever work directly with Ruben?

A. No.

Q. But you did work directly with Robert.

A. Yes, I did.

Q. And then if we look at Line 6 and 7 here, we can see that Mr. Mulder is the Secretary and Chief Financial Officer of Municipal Energy Solutions, Inc.;

right?

MR. HOFFMAN: Objection; relevance.

THE WITNESS: Yes.

MR. BRIGGS: You can answer.

Q. Besides going to China and sourcing lights with Mr. Mulder, what else did you guys end up doing for Municipal Energy Solutions, Inc.?

A. That was it.

MR. BRIGGS: That was it.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1054 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. Mr. Macias, you've been handed Exhibit 1054. And at the top of that document it says Secretary of State Certificate of Dissolution.

Do you see that?

A. Yes.

Q. And on the right-hand side it says filed February 16, 2017.

Do you see that?

A. Yes.

Q. And this, if you look in Box 1, it says Corporate Name. It says Municipal Energy Solutions, Inc.; correct?

A. Yes.
Q. So it looks like Municipal Energy Solutions, Inc. dissolved in February 2017.
Do you see that?
MR. HOFFMAN: Objection; relevance. Scope. Foundation.
THE WITNESS: Yes.
BY MR. BRIGGS:
Q. Were you aware that they dissolved in 2017?
A. No.
MR. HOFFMAN: Objection; relevance. Scope. Foundation.
BY MR. BRIGGS:
Q. When were your last communications with the folks at Municipal Energy Solutions, Inc.?
A. I don't recall.
Q. After 2010?
A. I'm still in contact with Robert. That's...
Q. Oh, okay. I meant in a work capacity. Sorry. In working with Municipal Energy Solutions, Inc.
MR. HOFFMAN: Objection; asked and answered. Scope. Relevance. Foundation.
THE WITNESS: I don't understand your question.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 45 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Say it again?
BY MR. BRIGGS:
Q. So you stopped working with Municipal Energy Solutions, Inc. sometime after June 2010, from the prior documents; correct?
A. Right.
Q. When you stopped working with them did you ever start working with them again?
A. No.
MR. BRIGGS: Okay.
Q. Why did you leave Municipal Energy Solutions, Inc.?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: Nothing panned out.
BY MR. BRIGGS:
Q. You mean... What do you mean by "nothing panned out"?
A. No business was ever made from it, really.
Q. So you --
A. Nothing big.
Q. So you had the one deal in Mexico. That panned out, though; right?
A. One or two deals happened, but nothing major.

MR. BRIGGS: Okay.

Q. And then no other work was coming? Is that what you mean by "not panned out" or...

A. It was difficult getting to the municipalities.

Q. Oh.

A. So we stopped. I stopped. It was just difficult.

MR. BRIGGS: Okay.

Q. And then what did you do after your Municipal Energy Solutions, Inc. job?

A. Sometime before or in between, I ended up... that's when I got into the... Paramount.

Q. Yeah. We'll get to that in a minute.

A. Yeah. So, but you're asking, right?

Q. I am asking that.

A. So...

Q. So were you working full time for Colt at the same time you were working for Municipal Energy Solutions, Inc.?

A. Yes.

Q. Because you incorporated, in 2009, the Colt business; correct?

A. Yes.

Q. Okay. So you were doing both Colt and

Municipal Energy Solutions, Inc. in the 2010 time frame?

A. In the 2000s. Late 2000s, yes.

MR. BRIGGS: Okay.

Q. So in looking through your declaration, Mr. Macias, I didn't see any background on your education. Can you kind of walk me through your education.

A. High school.

Q. Your high school education.

Where did you go to high school?

A. San Gabriel High School.

Q. Here in Los Angeles?

A. Yes.

Q. Did you graduate?

A. No.

Q. Did you go to college?

A. No.

MR. BRIGGS: Okay. Okay.

And now, Paragraph 3 of your declaration, please. Let me know when you're ready. Can you just read that and let me know when you have a chance -- excuse me -- let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: I'm ready.

///

BY MR. BRIGGS:

Q. So Paragraph 3 starts:

"In the same time frame, I wanted to create my own film and television equipment supply company."

Do you see that?

A. Yes.

Q. "In the same time frame" you mean the same time frame as Municipal Energy Solutions, Inc., or, what do you mean by "the same time frame"?

A. In the late 2000s I was trying to create an LED as of the same time I was working for MES possibly. I mean, I was...

Q. And "MES" for the record means...

A. Municipal Energy Solutions.

MR. BRIGGS: Thank you.

Q. And why did you want to create your own film and television equipment supply company?

A. My brother invited me to Paramount Pictures.

Q. Your brother invited you to Paramount. So is that your connection? It says "I had a connection at Paramount Pictures..."

A. That's my brother.

MR. BRIGGS: Okay. So your brother invited you.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 49 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And how did your brother invite you? Does he work there?
A. Yes. He worked there over 25 years.
MR. BRIGGS: Oh, okay. That's great.
Q. In what capacity?
A. He was Security at first.
Q. Security.
A. Yes.
MR. BRIGGS: Okay.
Q. So was he security at the time he invited you to Paramount Pictures?
A. Yes, he was.
Q. So the next part of your declaration, around Line 3, says:
"... so I went there in hopes of securing the large studio as my customer."
Do you see that?
A. Yes.
Q. So what were your hopes at the time? What were you... You were... I don't understand how you had hopes when you haven't been there yet.
A. Well, my business was sourcing goods for customers.
Q. Okay.
A. So I went there with the intent of

QUASAR SCIENCE LLC EXHIBIT 1023, Page 50 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

sourcing anything that Paramount might need: T-shirts. Hats. Accessories. Anything and everything you could think of.

So that was the hopes.

Q. Okay.

A. But it turned into something else.

MR. BRIGGS: I see that.

Q. And then Line 4 says: I was fortunate to meet Mr. Fernando Silva.

Do you see that?

A. Yes.

Q. How do you know Mr. Silva?

A. I met him at Paramount.

Q. You met him at Paramount.

You didn't know him beforehand?

A. No, I did not.

Q. Okay. Are you still in touch with Mr. Silva?

A. Yes, I am.

Q. Do you guys hang out regularly?

MR. HOFFMAN: Objection; foundation.

THE WITNESS: No.

MR. BRIGGS: "No"?

Q. How often do you talk to him?

A. When it has to do with business with

QUASAR SCIENCE LLC EXHIBIT 1023, Page 51 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Paramount. Pulling a pull list. Orders.

MR. BRIGGS: Okay.

Q. Does he still work at Paramount?

A. Yes, he does.

Q. Okay. And you're still working with Mr. Silva today?

A. Yes, I am.

Q. Is Colt selling product to Mr. Silva at Paramount, or renting it, today?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. So if we look down one more sentence in Paragraph 3, it says:

"He took me around the department to meet everyone, including Bruce Wonderlick."

Do you see that?

A. Yes.

Q. I assume you mean Mr. Silva took you around; is that right?

A. Yes.

Q. And you met Mr. Wonderlick during that exact visit? The same visit as you met Mr. Silva?

A. I don't recall, but, yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 52 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. So you were invited to Paramount by your brother. You met Mr. Silva. And then you eventually met Mr. Wonderlick, which could have been that day or a different day.

A. No.

My brother took me to Paramount. He's the one that took me to all the stages. He's the one that gave me the tour at first.

Q. Oh. I see. Okay.

A. And I'd seen the stages and I'd seen the old school equipment they were using.

Q. Right.

A. And I started asking my brother: Why are they still using this? You know. When I already knew about the LED business. I was going with the LED wave.

MR. BRIGGS: Right. Okay.

THE WITNESS: So...

BY MR. BRIGGS:

Q. But you did eventually meet Mr. Wonderlick.

A. That's... Eventually I met him. Yes.

MR. BRIGGS: Okay.

Q. And you said you were still working with Mr. Silva?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 53 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. What products are you selling him now?
A. Well, we just sold products to Sony yesterday.
Q. Are those the bicolor LEDs?
A. Yes. The switchable ones.
MR. BRIGGS: Switchables?
Q. Any other products to Mr. Silva?
A. Color mix.
MR. BRIGGS: Color mix?
Q. Anything else?
A. The RGBAW.
Q. And for the record, that stands for Red...
A. Green. Blue. Amber. White.
MR. BRIGGS: Thank you.
Q. So you're selling... Those are two products, two different products; is that right?
A. Three different products.
MR. BRIGGS: Okay.
Q. So just could you slowly tell us the three different products, please.
A. The Bicolor is the switchable. Which I have here.
Q. That's Product 1.

A. That's Product 1.

The Color Mix is the blended. Which Quasar calls the Cross Fade.

Q. Okay. And what's the third?

A. And the RGBAW is what Quasar calls the Rainbow.

Q. Okay. So those are the three products you're selling to Paramount today?

A. Not today.

Q. I'm sorry.

A. Not today.

Q. I thought you said you just...

A. I sold bicolor switchable LEDs yesterday to Paramount.

MR. BRIGGS: Okay.

Q. And what about Sony?

A. They're the ones that purchased it.

Q. Okay.

A. Paramount's my west coast distributorship.

Q. Do you have an east coast distribution?

A. Yes, I do.

Q. So west coast distribution is Paramount?

A. Paramount.

Q. Who are all your distributors?

A. I'm not gonna let you know that.
Q. Okay.
A. You guys are representing crooks.
MR. HOFFMAN: I'll object, on scope and relevance.
BY MR. BRIGGS:
Q. How many distributors do you have?
MR. HOFFMAN: Objection; scope and relevance.
THE WITNESS: I'm not disclosing that.
BY MR. BRIGGS:
Q. But you did sell product to Sony, you said. All three of these products, or, one?
A. One.
Q. Which one was that?
A. The switchable bicolor.
MR. BRIGGS: Okay.
Q. All right. So I'm just gonna go back to that. I just want to make sure it's clear.
You say: "You guys are representing crooks." What do you mean by "you guys are representing crooks"?
A. Quasar. Evans Brown. Jay Yowler. Steven Strong. Ray Gonzalez. Andy Lau.
Q. Is Sony a crook?
A. No.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 56 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Okay.
A. No. They got conned, just like Videndum.
Q. V-i-d-e-n-d-u-m.
A. They got conned by all those Quasar guys.
Q. Okay. So it says you... So you know Mr. Silva and you know Mr. Wonderlick; correct?
A. Yes, I do.
Q. Do they have any financial interest in Colt?
A. No.
MR. HOFFMAN: Objection.
BY MR. BRIGGS:
Q. Do they own any stock in Colt?
MR. HOFFMAN: Objection; form.
THE WITNESS: No.
MR. HOFFMAN: Relevance. Scope.
BY MR. BRIGGS:
Q. So no financial interest whatsoever in Colt by Mr. Silva or Mr. Wonderlick; correct?
A. Yeah.
MR. HOFFMAN: Objection; scope. Relevance.
BY MR. BRIGGS:
Q. So you said "No" and I said "Correct?"
So you mean that I'm correct? It's not clear.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 57 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. They don't have anything to do with Colt.
Q. No financial interest whatsoever?
A. Nothing.
MR. BRIGGS: Okay.
So if you could please now look at Paragraph 4 of your declaration. Just read that and let me know when you're ready, please.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So four lines down it says:
"Silva, Paramount's Sales Manager, showed Kino Flo fluorescent lighting tubes..."
Do you see that?
A. Yes.
Q. What is a Kino Flo?
A. It's a fluorescent tube with ballasts. One color temperature. Either daylight or tungsten.
Q. That's it?
A. Yes.
Q. Okay. So, fluorescent tube. What's a fluorescent tube?
A. A T12 fluorescent tube.
Q. But fluorescent technology as opposed to

LED technology.

A. Yes.

MR. BRIGGS: Okay.

Q. And I think you're hinting at this, but in your declaration it says, a few lines down:

"For instance, I saw six Paramount employees changing out hundreds of fluorescent tubes working on a long table to swap out one Kino Flo tube of one color temperature for another Kino Flo tube of another color temperature..."

Do you see that?

A. Yes.

Q. And when you say "color temperature" is that the tungsten that you're referring to as one of those?

A. Yes.

Q. And what's the other one?

A. Daylight.

MR. BRIGGS: Tungsten and daylight.

Q. And why do they call it "color temperature"?

A. I don't know.

MR. BRIGGS: Okay.

Q. So then if you could just look a few lines down, it says:

"When the tubes needed gels, the same six employees would take the gel rolls, hand cut out a piece and individually wrap each tube."

Do you see that?

A. Yes.

Q. Why would they need gels?

A. To remove the green tones and the magenta spikes.

Q. In the fluorescent Kinos? In the fluorescent Kino Flo tubes is what you're talking about?

A. Yes.

MR. BRIGGS: Okay.

Q. How did the gels get rid of, what'd you say, magenta tones?

A. Magenta or green.

Q. So the gels would get rid of magenta or green?

A. Yes. It would give it the color correction it needed to remove the green tone.

Q. From the fluorescent tubes.

A. Yes.

MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 60 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. How did the gels do that?
MR. HOFFMAN: Objection; scope.
MR. BRIGGS: You're pointing to, I think --
THE WITNESS: That's a gel right there (INDICATING).
MR. BRIGGS: So we've got to be clear for the record. So the pink... So he... Mr. Macias has a...
Q. Is this your product?
A. Yes, it is.
Q. What is it?
A. It's a T12 two-foot switchable LED.
Q. Does it have a product name?
A. This is our bicolor.
Q. Bicolor...
A. Switch.
Q. Is that its name? It's like product name you're selling?
A. Yes. The bicolor.
Q. Okay. And you've been pointing at that for a couple times. And it's got a pink cover?
A. Yes.
Q. Is that the...
A. It's a gel.
Q. That's a gel?
A. That's a gel. They had to cut them up

individually, and do this to every single tube when they wanted to color correct it.

MR. BRIGGS: Okay.

Q. And that gel...

A. Removed the green tone.

Q. Okay. Or the magenta?

A. Or the magenta.

MR. BRIGGS: Okay.

Q. So when you arrived at Paramount and your brother's touring you around the studios, you saw this process? Is that what happened?

A. Yes. I talked to... Actually, he took me to a couple of stages, and I talked with a few people. And then I just asked why they're still using this? And they said it was a golden standard at the time.

And I also asked why aren't they using LEDs? And they thought it was because it was garbage; they didn't have the color correctness that they needed to actually film with.

So that's where the lightbulb went off, to actually create something that they could use.

Q. So you were talking to people who were setting these light systems up or something?

A. On stages.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 62 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Paramount has over 32 stages. And at that time every stage was full. So there was plenty of shows going on, a lot of action. And I talked to a lot of people.

He took me to every stage to see what they were filming at the time. And I talked to a lot of people before we got to the set lighting department where Bruce Wonderlick and Fernando work.

MR. BRIGGS: Okay. And -- okay.

If you could please read Paragraph 5 of your declaration, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: I'm ready.

BY MR. BRIGGS:

Q. So we were just talking about this. But your declaration says:

"Mr. Silva also explained that existing tubes light also had problems with overly green-biased light output."

Do you see that?

A. Yes.

Q. And then he... there's a cite here that says "See Ex. 2066." Do you see that?

A. Yes.

Q. And that means that you're citing an

exhibit called 2066. Do you understand that?
A. Yes, I do.
Q. Okay. And then after that it says Paragraph 8. Do you see that?
A. (NO AUDIBLE RESPONSE)
Q. That little symbol's a paragraph symbol.
A. Is it? Okay.
Q. Yeah, that's a paragraph symbol.
A. I see it.
Q. So that's Paragraph 8. And in parentheses it says:
"MacTech's single color LED lighting had too much green."
Right?
A. Yes.
Q. So Mr. Silva is saying MacTech's single color LED lighting had too much green?
A. Yes.
Q. And you're citing that for color problems? Is that why you're citing that?
A. Yes.
Q. Okay. And, Mac 12s. Were you aware of Mac 12's single color LED?
MR. HOFFMAN: Objection; characterization. Form.
THE WITNESS: Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 64 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. How were you aware of it?

A. It didn't have a good reputation when I was inquiring. Everyone didn't like it.

Q. Before you went to Paramount with your brother were you aware of MacTech?

A. Yes, I'd seen it.

Q. Were you aware of it beforehand?

A. Yes.

Q. Okay. How had you seen it?

A. I don't recall the exact date, but -- um -- a few shows had it at the time.

Q. LED light shows?

A. No. No. No.

Stage shows.

Q. Oh, stage shows. I'm sorry.

A. Yes.

Q. So a few stage shows had these MacTech products?

A. Yes.

Q. And were they T12?

A. Yes.

Q. Form factor T12?

A. Yes, they were.

Q. Or T8?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 65 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. T12.
Q. Okay.
A. With clear lens diffusers.
Q. Clear lens diffusers?
A. Yes.
Q. And they had too much green problem, you say?
A. Yes.
Flicker problems.
Q. Okay.
A. Weren't dimmable.
Q. Anything else?
A. That I know of?
Q. Uh-huh.
A. (NO AUDIBLE RESPONSE)
MR. BRIGGS: I'm gonna hand you what's been previously marked as Exhibit 2066. This is Mr. Silva's declaration.
So could you please turn to Page 4 of Mr. Silva's declaration, Exhibit 2066. And if you could please read Paragraph 8 at the top.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So it says here:

QUASAR SCIENCE LLC EXHIBIT 1023, Page 66 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

"I" -- meaning Mr. Silva -- "was aware of MacTech LED's single color LED lighting tube."

Do you see that?

A. Yes, I do.

Q. Then I'm gonna continue reading from Exhibit 2066, which says:

"The MacTech single color lighting tube only had one color temperature, either warm white or cool white."

Do you see that?

A. Yes.

Q. So what is warm white relative to tungsten or daylight?

A. Anything below 3500.

Q. Anything below 3500 is warm white. Okay.

Did I say that right?

A. Yes.

Q. And cool white?

A. Anything above 5000.

Q. And we're talking about kelvin units?

A. Yes.

MR. BRIGGS: Okay. Thank you.

Q. And those are the same tungsten daylight colors you mentioned earlier; is that right?

A. That's correct.
MR. BRIGGS: Okay.
Q. But those tubes only had one color temperature: Either tungsten or daylight; correct?
A. Yes.
Q. Okay. They were not switchable like yours is.
A. No.
MR. BRIGGS: Okay.
Q. Do you know a Mr. Todd Csernecky?
A. Yes, I do.
Q. Okay. How do you know him?
A. He works on the set of NCIS.
Q. He does or he did?
A. He does.
Q. Okay. When did you meet Mr. Csernecky?
A. Late 2000s.
Q. You're aware he put a declaration in for you in these proceedings; right?
A. Yes. I didn't read it.
MR. BRIGGS: That's okay. I'm just wondering if you did.
THE WITNESS: Yes, I did.
MR. BRIGGS: Okay.
Q. And you said you met Mr. Csernecky late

QUASAR SCIENCE LLC EXHIBIT 1023, Page 68 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

2000s?

A. Yes.

Q. Again, was that on site at Paramount?

A. Yes.

Q. Is it during one of these tours that you went on with your brother, or is it after that, or, not sure?

MR. HOFFMAN: Objection; confusing.

BY MR. BRIGGS:

Q. So you met Mr. Csernecky at Paramount for the first time; right?

A. Yes.

Q. Do you remember why you befriended Mr. Csernecky?

MR. HOFFMAN: Objection; foundation.

MR. BRIGGS: He did put in a declaration for him, so I'm just asking why he did that.

Q. So do you remember why you befriended or you and Mr. Csernecky became acquainted?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: I met him on the lot at Paramount.

MR. BRIGGS: Okay.

THE WITNESS: And my brother was somewhat of a hero back in those days, so he... everybody knew of him.

MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 69 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: How he ended up catching a transient that was decapitating people. Like decapitated a few people.

So everybody knew my brother. And so when he introduced me, it was pretty easy to get acquainted with people.

MR. BRIGGS: Okay.

Q. But Mr. Csernecky did put in a declaration in to these proceedings, which means he knows you, it seems to me.

A. Yes.

Q. So how did you guys get to know each other?

A. I was asking him questions regarding the fluorescent bulbs.

MR. BRIGGS: Okay.

Q. And what were his answers?

A. That they were time-consuming and they were a lot of work.

Q. But what kind of questions would you ask him?

A. I was trying to find out all the specifications needed to create this light.

Q. Okay. And he would help you with those specifications; is that right?

MR. HOFFMAN: Objection; foundation. Form.

THE WITNESS: No.

He would help me with just letting me know what the color temperatures... what was the golden standard for the industry, and what was required to actually make a product that would disrupt the industry.

BY MR. BRIGGS:

Q. So can you explain that a little bit more. I don't understand.

So he... He...

A. I asked him questions.

Q. Okay.

A. And he would answer them. But I was just trying to gain some knowledge as to how to go about creating this light.

MR. BRIGGS: Okay.

Q. Did you ask him about specifications that would be required to be accepted?

A. What was needed for the stages.

Q. What was needed in terms of color temperature?

A. Yes.

Q. Low green? Low red?

A. Yes.

Q. Did he give you like targets to meet or

QUASAR SCIENCE LLC EXHIBIT 1023, Page 71 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

something like that? Is that what...

A. He explained, you know, what was needed for film and studios to actually even entertain something like this.

Q. Okay. Do you remember exactly what he told you?

A. No.

MR. BRIGGS: Okay.

We've been going about an hour. Is this a good time for a break for you?

THE WITNESS: That's fine.

MR. BRIGGS: Okay. Let's go off the record, please.

(WHEREUPON A RECESS WAS HELD
FROM 9:58 A.M. TO 10:06 A.M.)

MR. BRIGGS: Let's go back on the record, please.

Mr. Macias, I'm gonna hand you what's been previously marked as Exhibit 2041.

If you could please look at the first page of that and verify it says Declaration of Todd Csernecky.

THE WITNESS: Yes.

MR. BRIGGS: Okay. So if you could please turn to Page 3 of Exhibit 2041 and read Paragraph 4.

(WITNESS COMPLIES WITH REQUEST)

QUASAR SCIENCE LLC EXHIBIT 1023, Page 72 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So Paragraph 4 says that Mr. Csernecky worked with you for several years.
Is that right?
A. Yes.
Q. But he has no financial stake in any of your patents or applications; is that right?
A. Yes.
Q. And he also has no financial stake in any lawsuits or other activities involving those patents; right?
A. He has nothing to do with Colt.
Q. And he has no financial interest in Colt whatsoever; correct?
A. No.
MR. BRIGGS: Okay.
Q. Do you agree that around the time of your invention, he assisted you in measuring the performance of your prototype bicolor lighting device?
A. Can you repeat the question?
MR. BRIGGS: Sure.
I'll just read what he says.
Q. Mr. Csernecky says:
"Around the time of his invention" --

QUASAR SCIENCE LLC EXHIBIT 1023, Page 73 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

"his" being you -- "I assisted him in measuring the performance of his prototype bicolor lighting device..."

A. Yes.

Q. So I'm just asking if you agree with that?

A. Yes.

MR. BRIGGS: If you could please read Paragraph 6 then, which is on the next page.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Paragraph 6 begins:

"Key lighting is the main source of light in a video or photo."

Correct?

A. Yes.

Q. Did you know about key lighting before you met Mr. Csernecky?

A. No.

MR. BRIGGS: Okay.

So Paragraph 7, could you please read that then.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

///

QUASAR SCIENCE LLC EXHIBIT 1023, Page 74 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. Before you met Mr. Csernecky did you know about lighting tubes being placed in "ladder" format?

A. Before I met Csernecky?

Q. Yeah.

A. Yes.

Q. How did you know?

A. Because we were trying to replace something that was... they were using that as a backing. They were using something differently when I went on stage. I don't remember the exact thing.

Q. So you say "they." Do you mean people at Paramount?

A. People at Paramount, yes.

MR. BRIGGS: Okay.

Q. So before you went, I guess, on the set at Paramount, were you aware of the "ladder" format that Mr. Csernecky mentions?

MR. HOFFMAN: Objection; form.

THE WITNESS: Yes, I was aware.

BY MR. BRIGGS:

Q. Before you went to Paramount you were aware of the "ladder" format?

A. Before I went to Paramount or when I went?

Q. Before.
A. No.
Q. Okay. So when you went to Paramount you became aware of the "ladder" format?
A. When my brother came and took me to Paramount; yes.
MR. BRIGGS: Okay.
Q. Look at Paragraph 9, it's on Page 5. At the top, there's a picture. Do you see that picture?
A. Yes.
Q. And the tube is in a vertical format; is that right?
A. Yes.
Q. Was that vertical format known when you were at Paramount visiting with your brother?
MR. HOFFMAN: Objection; foundation.
THE WITNESS: No.
BY MR. BRIGGS:
Q. Did you see that vertical format when you were at Paramount?
A. No. It didn't exist.
Q. That tube didn't exist, but were fluorescent tubes hung in a vertical format?
A. No. They had ballasts. I'm not sure I've ever seen any.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 76 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. How many times did you visit Paramount?

A. (NO AUDIBLE RESPONSE)

Q. Let me put a time frame on it.

A. I don't know.

Q. From the time your brother first introduced you, to the time you filed your first patent application, which was in May 2012, about how many times did you visit Paramount?

A. A lot.

Q. "A lot" is...

A. Yeah.

Q. Dozens? Five?

A. Over a dozen.

MR. BRIGGS: Over a dozen.

Q. Over 50?

A. I don't recall. It was...

Q. Okay.

A. A lot.

Q. So then we see down below, the horizontal format.

Do you see that?

A. Yes.

Q. And that's at the bottom of Page 5; correct?

A. Yes.
Q. Did you see that format when you were visiting Paramount?
A. Yes.
Q. Okay. And those would be a Kino Flo tube format?
A. That's correct.
MR. BRIGGS: Okay.
And then if we look at Paragraph 12 of Mr. Csernecky's declaration, which is on Page 6, please. Can you just read that and let me know when you're ready.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. Okay. So Mr. Csernecky has another discussion of MacTech LED. Do you see that?
A. Yes.
Q. And he says:
"The MacTech LED lighting tube was only a single-color temperature, either daylight (cool) or tungsten (warm)."
Correct?
A. Yes.
Q. And that's the same thing Mr. Silva said;

QUASAR SCIENCE LLC EXHIBIT 1023, Page 78 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

correct?

A. I believe so.

MR. BRIGGS: Okay.

Q. And then the next sentence says:

"It was not bicolor, even though bicolor had existed for years in a panel light."

Do you see that?

A. Yes.

Q. Were you aware of bicolor existing for years in a panel light?

A. No.

Q. You had never seen a bicolor light before you went to Paramount?

A. No. Not in my form factor.

Q. But, not in your form factor. I'm sorry. Any bicolor light?

A. In a panel light?

Q. Yeah.

A. No.

Q. Did you see panel lights when you were visiting Paramount?

A. I did not.

MR. BRIGGS: Okay.

Q. Were you aware of a company called Light

QUASAR SCIENCE LLC EXHIBIT 1023, Page 79 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Panels at the time?

A. No.

Q. Were you aware that Light Panels makes a bicolor light paneling?

A. No. No, I didn't know.

At the time, I didn't know.

MR. BRIGGS: I understand.

Q. So are you still in communication with Mr. Csernecky?

A. (NO AUDIBLE RESPONSE)

Q. Still acquainted with him?

A. We haven't talked in a while.

MR. BRIGGS: Okay.

Q. How often do you talk?

A. I texted him.

Q. Okay. Yesterday? A couple months ago?

A. I don't recall. I don't remember exactly.

Q. This year? Last year?

A. This year.

Q. Okay. So sometime this year.

A. Yeah, this year.

Q. Why did you text him?

A. I don't remember the exact reason.

It's when you told me that he had done

the declaration.

MR. BRIGGS: Okay.

Q. When you say "you" you mean Mr. Hoffman?

A. When Mr. Hoffman let me know he did the declaration. I said: "Thank you for your help."

MR. BRIGGS: Got it.

Q. And did he reply?

A. Yes. He said: "You're welcome."

MR. BRIGGS: Okay.

Q. So you're aware that I took Mr. Csernecky's deposition in this case?

A. Yes.

Q. Okay. And have you read Mr. Csernecky's deposition transcript?

A. No.

MR. BRIGGS: Okay. Let's do that.

It's very long, but we're only going to talk about a little bit of it. Okay? So here's Exhibit 1025.

Q. And you can see on the front page it says In the Matter Of: Quasar Science versus Colt International.

Correct?

A. Yes.

Q. And it says Todd Csernecky in the middle

of the page?

A. Yes.

Q. And it says April 9, 2024?

A. Yes.

Q. And then if you could please turn the page to Page 4, at the top.

A. Okay.

Q. It says: "TODD CSERNECKY, having been first duly sworn, was examined and testified as follows:"

MR. HOFFMAN: Objection; it's Page 5.

MR. BRIGGS: Oh. So I see what you're saying.

So Mr. Hoffman's got a point. At the bottom of the page is Page 5. At the top of the transcript it says Page 4. Let's stick with the exhibit marking.

Actually, for purposes of this deposition, can you please just look at the page number at the top.

THE WITNESS: Okay.

Top right?

MR. BRIGGS: Top right.

It says Page 4 under April 9, 2024. It says: "TODD CSERNECKY, having been first duly sworn was examined and testified as follows:"

Q. Do you see that?
A. Yes.
Q. So Mr. Csernecky was sworn in and he testified in much the same manner you're doing today.
Okay?
A. Okay.
Q. So could you please turn then to Page... Let me make sure I get you to the right page here, as Mr. Hoffman pointed out.
Could you please turn to Page 33. Top of Page 33, and go to Line 13.
A. Okay.
MR. BRIGGS: And I'm just gonna read it. It says:
"So we established earlier that you met Mr. Macias or Guillermo, and you know, you talked to him over text maybe once a year, but you have not talked to him recently; it that fair?"
He says: "That is fair."
So then if we go to the next page, Page 34, if you could read starting at Line 9 down through Line 23. And let me know when you're ready.
THE WITNESS: Starting at 9 down to 23?
MR. BRIGGS: That's right.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 83 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Mr. Csernecky says, right around Line 16:

"I worked as a consultant on -- I was the face of -- I was the face of the industry to him" -- Mr. Macias -- "and what was need -- what I thought was needed, in my opinion, what -- what would make it a successful product to meet the needs of our industry."

Do you see that?

A. Yes.

Q. And it says what you were referring to, that Mr. Csernecky was telling you what would be the gold standard for the industry. Is that what you were referring to?

A. Yes.

MR. HOFFMAN: Objection; characterization.

BY MR. BRIGGS:

Q. And then he says:

"And then we followed that up with I did testing on its output, color temperature, and gave him feedback on

QUASAR SCIENCE LLC EXHIBIT 1023, Page 84 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

what was coming in when he would bring a prototype."

Do you see that?

A. Yes.

Q. Do you agree that he would do this testing on your prototypes for you?

A. He tested my approval sample.

Q. Your "approval sample"?

A. My completed product at the time, and gave me feedback on it in somewhere around late 2000s. I don't know. 2013.

Q. But you're not sure.

A. No, I don't know the exact date, but it was when I thought the light was finally ready for... to show.

MR. BRIGGS: Okay.

Let me keep going.

Q. So the next question is:

"So when you say you had discussions with Mr. Macias on what was necessary, can you tell me what you told him about what was necessary?"

You see the question I asked Mr. Csernecky?

MR. HOFFMAN: Objection; foundation. Confusing.

Form.

THE WITNESS: I'm sorry. What Line was that?

MR. BRIGGS: So why don't you just do this. Why don't you just read Line 34 -- excuse me -- Page 34, Line 24 through Line...

THE WITNESS: You already read up to 23. So, 24?

MR. BRIGGS: Yes, please.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Mr. Csernecky says, in response to my question about what was necessary, he says:

"Sure. When the idea for the bicolor tube came up, we talked about color temperature."

Do you remember talking with Mr. Csernecky about color temperature?

A. Yes.

Q. And what did he say?

A. It was important in this industry. In the movie industry.

Q. And specifically the tungsten and the daylight?

A. The daylight, yes. Without the magenta and the green spikes. You know, within five points of

QUASAR SCIENCE LLC EXHIBIT 1023, Page 86 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

green. He just kept on hammering that home.

Q. So the color temperature has to be daylight or tungsten without any green or magenta --

A. Or magenta spikes. Or flicker free. No pulsing. No humming. No noise. 100 percent dimmable.

Q. Anything else?

A. That's all that I know.

Q. Nothing about lumen output or...

A. I knew it had to be over 1000 lumens or more to have it punch. Yeah, to compete against the fluorescent that existed.

Q. How did you know that?

A. I was testing the fluorescent tube.

Q. How did you test the fluorescent tube?

A. I ended up buying them and using a color meter.

Q. Oh, you bought a color meter?

A. Yes.

Q. And you tested a fluorescent tube?

A. Yes. I wasn't familiar with it, but Todd knew how to use it better than I did.

Q. Did he help you test it?

A. Yes.

Q. And what were the results of that fluorescent tube test?

A. (NO AUDIBLE RESPONSE)

Q. I mean, was it over a thousand lumens, I guess, is what I'm asking.

A. Yes.

I don't remember the exacts specs on that.

MR. BRIGGS: Sure.

Q. So you bought a color meter; you tested the fluorescent tube; you got its results as it related to lumen output; correct?

A. Lumens. Greens. Magentas.

Q. Anything else?

Those are the main ones?

A. That's it.

Q. Did you test the CRI?

A. No. Not on the fluorescent.

Q. Why not?

A. The color rendering index.

Q. Right.

A. It never came up. At that time I was just more focused on the magenta spikes and the green.

MR. BRIGGS: Okay.

Q. But if we could look, though, at Page 35, Lines 3 to 5, Mr. Csernecky is talking about CRI; correct?

A. Say again?
Q. So, Page 35...
A. Okay.
Q. Lines 3 through 5.
A. Okay.
Q. Mr. Csernecky says:
"We talked about CRI and how high the CRI needed to be for us to start."
Do you see that?
A. Yes.
Q. And so did Mr. Csernecky provide a CRI recommendation to you then because he's the one giving you the specs?
A. Well, we were talking about fluorescents previously before the...
Q. Right.
A. Yeah. But now we're talking about the...
Q. Right. The CRI doesn't apply to fluorescent.
A. No, it does not.
MR. BRIGGS: Right.
Q. So when he's talking about the CRI, he's talking about the CRI on LED; right?
A. On LEDs, yes.
Q. And so he's saying... He says:

QUASAR SCIENCE LLC EXHIBIT 1023, Page 89 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

"We talked about CRI and how high the CRI needed to be for us to start."

He's talking about LED CRIs; correct?

A. Yes.

Q. And so he told you how high the CRI had to be; is that right?

A. I don't recall. I don't remember that.

MR. BRIGGS: Okay.

Q. Did you know about CRI before you met Todd?

A. Yes.

Q. How did you know?

A. From the streetlights.

MR. BRIGGS: From the streetlights. Okay.

Q. And how high was the CRI on the streetlights?

A. I don't recall the exact specifications. They just gave it to me. It was on a...

MR. BRIGGS: Okay.

Q. And you mean Javier gave it to you.

A. Yes.

MR. BRIGGS: Okay.

THE WITNESS: Hmm.

BY MR. BRIGGS:

Q. I'm sorry. The "Hmm."

A. No. No. No. No.

MR. BRIGGS: So if we could... If you could then read that same page, 35, Lines 14 through 21.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. So I asked Todd additionally about other requirements, and he says Yes -- or -- he said:

"Yeah. We talked about light output. We talked -- we spoke at length about getting the output of the tube so that it was a smoother output and less point source..."

Do you see that?

A. Yes.

Q. What does he mean by "smoother output"?

A. More of a spread. More of a soft spread of light when you pointed it at the wall.

What was going on with MacTechs it wasn't a nice spread. You could see like shadows coming out from the LED chips.

Q. And why was that?

A. Their clear diffuser had grooves in it. It wasn't a smooth diffuser.

Q. Okay.

A. And the way the chips were placed it wasn't an even spread of light.

Q. So MacTech had a... I guess. I don't want to put words in your mouth.

But would you agree that MacTech appeared to have an improper diffuser?

A. It had a diffuser that had grooves on it. It wasn't a milky diffuser. It was a clear diffuser. And in the diffuser from the injection mold, who knows, it had little grooves in it.

Q. And the grooves were bad for the light?

A. You could actually see the shadows of the lines going through it.

Q. And so no grooves, I guess, is better than grooves?

A. Smooth diffuser.

Q. So "smooth" means no grooves.

A. No grooves.

MR. BRIGGS: Okay. Okay.

Q. And "milky." You said yours is milky, theirs is clear?

A. They had a clear. For some reason, all the MacTech's T12s had a clear lens on it. And you were able to see the LED chips.

Q. Okay. And that was not good?

A. Obviously no one liked them.
Q. Okay. But you went to a milky?
A. I went to the milk diffuser, the milky diffuser, and got a really nice spread of light.
Q. Where did you get the milky diffuser?
A. I had to buy the injection mold. I ended up paying for it.
Q. So you had somebody injection mold the diffuser?
A. I ended up paying for a mold.
There's a mold fee that comes with everything that you do when you're creating something or inventing something out in China.
I had to pay for molds for everything that I did.
Q. Who did you pay?
A. The manufacturer.
Q. Do you remember their name?
A. Mrs. Wang and Mr. Luo.
Q. Mrs. Wong, W-o-n-g?
A. W-a-n-g.
MR. BRIGGS: W-a-n-g.
Q. And who is the other person?
A. Mr. Luo, her husband.
Q. Can you spell that, please.

A. L-u-o. Luo.
Q. L-u-o.
A. Yes.
MR. BRIGGS: Okay.
So I guess we can go to your declaration, because I was going to ask you about this anyway.
Can you please turn to Exhibit 2068. And then Paragraph 9, which is on Page 4.
THE WITNESS: The same Page 4?
MR. BRIGGS: Page 4, please. Paragraph 9.
THE WITNESS: Okay.
MR. BRIGGS: Please read it and just let me know when you're ready.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So you say:
"I designed, researched and developed the prototype for my product."
Do you see that?
A. Yes.
Q. So explain that process to me.
A. It was a painful process.
Q. Okay.
A. I flew out there 25 times, maybe more.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 94 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Lived out there weeks at a time. Trial and error.

Q. Were you working with Mrs. Wang and Mr. Luo at that time?

A. Yes.

Q. So tell me about your first trip to China. Who did you meet on your first trip to China?

You said over 25 times. I'm talking about your first one for this project.

MR. HOFFMAN: Objection; scope.

THE WITNESS: Alex Su, is my...

BY MR. BRIGGS:

Q. Alex... I'm sorry?

A. Su. S-u.

Q. S-u?

A. S-u. Su.

Q. Alex Su is who?

A. Is my quality control.

Q. And what does he have to do with the research, design and prototyping?

A. When I needed something, I would have him look up companies and factories so we could go visit them immediately.

Q. Okay. And he did that for you?

A. Yes, he did. I would ask him to look for my LED manufacturers.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 95 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And you would then fly to China?
A. I would fly to China with him, get a schedule going. We would go meet all the factories until we figured out which one was the one that I wanted to go with.
Q. So on your first trip you went to a bunch of different factories?
A. Yes. We went to different provinces to visit different factories.
Q. How many factories did you visit?
MR. HOFFMAN: Objection; scope. And relevance.
THE WITNESS: Quite a few. I don't know.
BY MR. BRIGGS:
Q. Five? Twenty?
A. Ten.
Q. Ten'ish.
On that first trip did you identify a suitable manufacturer?
A. No, we did not.
Q. Okay. So, unsuccessful first trip, then you flew home?
A. Flew home.
Q. And then what happened?
A. Re-scheduled again.
Q. Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 96 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Found some more.
Q. Okay. And then you did the same process?
A. Yes.
Q. How many trips, basically, before you found the one that you thought would be okay?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: Probably the third.
BY MR. BRIGGS:
Q. And on this third trip, you identified a manufacturer?
A. Yes.
Q. What's the name of that manufacturer?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: I don't know the name of her manufacturing. I know em personally. But they work for Philips and GE.
BY MR. BRIGGS:
Q. You don't remember the name of the company, though?
A. No.
Q. But they did work for Philips and GE?
A. They did all the refrigerator lights and all these other lights for...
Q. LED lights?
A. LED lights, yes. And it was the

QUASAR SCIENCE LLC EXHIBIT 1023, Page 97 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

cleanest, and it was the size of a city block.

Q. Wow.

A. Yeah. They even had a school in there. Well, they still do.

MR. BRIGGS: That's awesome.

Q. What province was this?

A. I'm not giving that up.

MR. HOFFMAN: Objection; scope. Relevance.

MR. BRIGGS: I mean, again, we're making the --

THE WITNESS: China.

MR. BRIGGS: I know it's China, but...

THE WITNESS: Yeah. China.

I can't. I'm not giving it up. I mean, even though these guys know who my manufacturer is, because they reached out to them a few times to try to purchase from my factory.

MR. BRIGGS: Okay.

Q. Was it Mrs. --

THE WITNESS: The Quasar guys.

MR. BRIGGS: Sure.

Q. Was it Mrs. Wang and Mr. Luo?

A. Yes.

Q. Okay.

A. And they were so loyal, that they would tell me and send me the e-mails of Quasar trying to

QUASAR SCIENCE LLC EXHIBIT 1023, Page 98 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

purchase from them.

MR. BRIGGS: Okay.

Q. And you kept all of those e-mails?

A. No, I did not.

I could request them if they have them still.

MR. BRIGGS: Just asking.

Q. So about what year was this when you first identified Mrs. Wang and Mr. Luo on this third trip?

A. Late 2000s. I don't remember the exact date.

Q. So when you say you had to buy injection molding, were you buying it from them?

MR. HOFFMAN: Objection; scope. Relevance.

BY MR. BRIGGS:

Q. Mrs. Wang and Mr. Luo?

A. They would bill me for it. Yes.

MR. BRIGGS: Okay. Okay.

Q. Did you tell them you needed a diffusion cover?

A. Yes.

Q. And did you give them specs for that?

A. Yes, I did.

Q. What were those specs?

A. I gave them direction.

MR. HOFFMAN: Objection; scope. Relevance.

MR. BRIGGS: I'm sorry. I didn't catch your answer.

"I gave them direction."

Q. So you say you gave them direction? Is that what you said?

A. Yes. After so many trial and error with the first prototypes, we had to continue improving as we went along, after having so many barrels of failures. And we started figuring out, with trial and error, what we needed to do to fix it to correct the problem.

So I kept on pushing until we got this end result.

Q. Part of the pushing was getting an acceptable diffusion cover?

A. Yes.

Q. Okay. And it be to be milky?

A. It had to be milky and it had to be smooth.

Q. No grooves.

A. None.

Q. Okay. And they would take that direction and build you a cover?

A. Yes.

MR. BRIGGS: Okay.

Q. So just staying in Paragraph 9 of your declaration...

A. 2068?

Q. Of Exhibit 2068; yes, please. You say:

"I designed, researched and developed the prototype for my product."

How many prototypes did you have?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: In the beginning, none workable. They were all failures.

MR. BRIGGS: Okay. We'll come back to this maybe later. Let me get back to Csernecky, though.

So if you could go back to Exhibit 1025, and go to Page 36. And then can you read from Line 6 all the way to Page 37, Line 19.

THE WITNESS: Say again. To what?

MR. BRIGGS: 36, 6 to 37, 19.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

MR. BRIGGS: Thank you.

THE WITNESS: Down to 23 you said?

MR. BRIGGS: Um, I think I said 19. It probably doesn't matter.

THE WITNESS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 101 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. So if you could just go down to Page 36, Line 21. And I asked Mr. Csernecky a question about kelvin, and I say:

"I assume you mean 3200 kelvin and 5600 kelvin?" He says: "That is correct."

And then on the next page, I say:

"Okay. Great. Thank you. And those have been industry standards, as far as I can tell from the literature, for decades; is that fair?" He said: "That is correct."

A. Okay.

Q. So do you agree that those 3200 kelvin and 5600 kelvin were industry standards for decades?

MR. HOFFMAN: Objection; foundation.

THE WITNESS: At the time, yes.

MR. BRIGGS: Okay.

Q. "And then on the CRI issue" -- I say -- "what did you tell him?" Mr. Macias.

And he goes: "The original goal was to get 93 or above..."

Do you see that?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 102 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Do you agree that the original goal was to get to 93 or above?
A. I don't recall the conversation.
MR. BRIGGS: Okay.
Q. And 93 is high?
MR. HOFFMAN: Objection; foundation.
THE WITNESS: 90 and above is high.
MR. BRIGGS: 90 and above is high. Okay.
Q. And 100 is perfect; correct?
A. From what I read here, yes.
MR. BRIGGS: Okay. Got it.
So if you could then now read Page 38, Line 15, through 39, 24.
THE WITNESS: Okay. Say it again one more time.
MR. BRIGGS: Sure.
38, 15 through 39, 24.
THE WITNESS: Oh, okay.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
MR. BRIGGS: Great.
Q. So at the top of Page 39 I asked Mr. Csernecky a question about prototypes, and he says:
"So we talked about -- I know we went through multiple prototypes of diffusion material that was on the actual

QUASAR SCIENCE LLC EXHIBIT 1023, Page 103 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

tube itself."

Do you see that?

A. Yes.

Q. So does this fresh your recollection about how many times you gave prototypes to Mr. Csernecky?

A. No.

Q. Okay. But do you remember giving Mr. Csernecky more than one prototype?

A. I never gave him any prototypes. I... I have them. I never gave him any actual prototypes. I kept them.

Q. So when I say "give" I don't mean to like physically give to him. I mean let him test.

How many prototypes did you let Mr. Csernecky test?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: I don't remember.

BY MR. BRIGGS:

Q. But more than one?

A. It was the same one. I mean, if anything, we were just... I was just receiving the diffusers. They were getting shipped to me. Or if not, I'd bring them back with me from China.

So it would be the same two, but we would

just swap out. Because we just took these things out and swapped out the diffusers.

MR. BRIGGS: Oh, I see.

Q. So, same tube. Say LEDs...

A. Yes.

Q. But with a different...

A. Diffuser.

Q. Okay.

A. Everything was trial and error. Everything was improvements as we went along.

MR. BRIGGS: I understand.

Q. And the original prototype had both tungsten LEDs and daylight LEDs?

A. Yes.

MR. BRIGGS: Okay.

If you... Maybe this will refresh your recollection. Could you please go to Page 67 and read from Page 67, Line 24, through Line 68 -- or excuse me -- Page 68, Line 19.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

MR. BRIGGS: Okay. So starting with Page 67, I asked him a question. Line 24:

"When you say 'around the prototype,' do you have a month, day,

QUASAR SCIENCE LLC EXHIBIT 1023, Page 105 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

year in mind?"

"No." He says: "I just remember we spent --"

Q. So do you have a month, day, year in mind when you were working with Mr. Csernecky on these prototypes, testing them?

MR. HOFFMAN: Objection; asked and answered. Relevance. Scope.

THE WITNESS: No.

BY MR. BRIGGS:

Q. And then down below that I said, Line 16 on Page 68:

"Do you know about how many prototypes you received from Mr. Macias?"

He says:

"I would" -- like -- "to give you an exact number, no. It was at least six, if not ten."

Do you agree with that?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: Yes. That would be a case of prototypes that I would have brought with me. Yes.

BY MR. BRIGGS:

Q. So he -- Mr. Csernecky -- would test six to ten different prototypes, or...

QUASAR SCIENCE LLC EXHIBIT 1023, Page 106 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. We would test them to see that they were all working as soldiers, to make sure there were no deviation in color temperatures within the six tubes.

You can't just test one and not know what your production's going to look like.

Q. So when you say "soldiers" you mean uniformity?

A. Uniform.

Q. Okay. So you want all of your tubes to have uniform no green, no magenta? Is that right?

A. Yes.

Q. No flicker?

A. Yes.

Q. But you want a high lumen output?

A. 1000.

Q. For all of them?

A. Yes.

Q. And then a high CRI for all of them?

A. Over 90.

MR. BRIGGS: Over 90.

Q. Did you guys test those every single time?

A. Yes.

We also made sure that they all dimmed together as soldiers.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 107 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. When you say they would dim together as soldiers, you mean uniformly dim --

(WITNESS AND COUNSEL ARE SPEAKING SIMULTANEOUSLY)

THE REPORTER: Wait. Wait. You guys are talking over each other.

THE WITNESS: Oh, I'm sorry. I'm sorry.

Zero to 100 percent, all in unison.

BY MR. BRIGGS:

Q. Was there an amount that one could vary from the other and still be okay? And still be a soldier?

Like if they were all at 96 but one was at 93, in terms of output, was that acceptable?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: No, it's not acceptable. That's called a BO. You throw that one away.

BY MR. BRIGGS:

Q. "BO"?

A. Burnout.

MR. BRIGGS: Burnout. Okay. Got it.

Q. So you would bring these prototypes to Mr. Csernecky, he would test them and give you the results?

A. Yes. I would get his criticism.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 108 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. What were some of his criticisms?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: Just his feedback, I guess.
BY MR. BRIGGS:
Q. Too much green? I mean, what was some of the feedback?
A. It was great.
Q. So some of the feedback, it was great?
A. Yeah, it was great. It was awesome.
Q. But some of the feedback was probably not so great, because you told me that it took a lot of time to develop this.
A. Not at that time when I was already showing him the prototypes. I was already... It was just small, little details to kink out, to work out.
Q. Like what?
A. The diffuser, for example.
Q. Anything else?
A. No.
MR. BRIGGS: Okay.
So could you then please read Page 70, Line 11, through 71, Line 19.
THE WITNESS: Say again. Page 70, what paragraph to what paragraph?
MR. BRIGGS: Sure.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 109 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

70, Line 11, through 71, Line 19.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

MR. BRIGGS: Great. Thank you.

Q. If you could please look at Page 70, I ask Mr. Csernecky a question that says:

"Okay. So Mr. Macias brings you his first prototype. You measure those four things. And you tell him the results. And just explain to me, how that process worked, please."

He said: "Sure." And then goes on to say:

"I would meet with him" --

This is at Line 20.

-- "and explain what I was getting when he was dropping off prototypes. And then I would just reiterate what needed to be improved, what we were having problems with in terms of the chips themselves."

Do you see that?

A. Yes.

Q. Am I wrong? It looks like you did drop off multiple different prototypes to Mr. Csernecky.

Is that wrong?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 110 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. I dropped off the same prototypes that we're discussing. I didn't say that directly to him, though.

Q. Okay.

A. Not multiple times. It was the same ones.

So they weren't different. They were the same ones.

Q. He says:

"I would meet with him, and explain what I was getting when he was dropping off prototypes."

A. Yes.

Q. So "prototypes" is plural there. Like it seems like there's lots of prototypes.

A. There was only one batch of them.

Q. One batch of them.

A. One batch when we got the actual reading we needed from the spectrograph meter.

Q. When "we" got the spectrograph.

A. When I got the spectrograph one, I approved them in China.

Q. Oh, in China?

A. Yeah.

I brought the first batch with me. I

checked them in, I brought them back with me.

Q. So you went to China to pick up the batch; is that right?

A. I basically lived out there weeks at a time.

MR. BRIGGS: Sorry. I didn't mean to imply that.

Q. You were in China, and you...

A. When we finally got the results we wanted and needed. And it was...

Q. And that's from Ms. ...

A. Ms. Wang.

Q. Ms. Wang and Mr. Luo?

A. Mr. Luo.

MR. BRIGGS: Okay.

Q. How did they know they got the results you needed?

A. They did not know.

I did. When I got the readings from the...

Q. So you brought your color...

A. No. They actually ended up buying a spectrograph sphere.

Q. A spectrograph spear?

A. Sphere.

Q. "Sphere"?

A. Sphere. Yeah.
Q. Like the globe sphere?
A. Yeah, globe. Yeah.
And we didn't need the primitive Minolta one at that time.
Q. So Mr. Luo and Mrs. Wang bought the spectrograph sphere.
A. Yes.
Q. "Sphere" -- excuse me -- and then tested your...
A. My tube.
Q. There?
A. Yes.
MR. BRIGGS: Okay.
Q. And how was that testing conducted?
MR. HOFFMAN: Objection; scope. Relevance.
BY MR. BRIGGS:
Q. You put it in a machine and it measures?
A. Yes. They put it inside the machine, close it up, leave it on for a couple of hours, and then it gives you the reading of whatever.
Q. Like the lumen output?
A. CRIs. The lumen outputs. The greens and magenta spikes. It gives you a graph, actually. You can see where the spikes are.

And it was a lot easier for me to pinpoint and tell them and explain to the technicians what we needed to do to actually get it done quicker.

Q. Oh, so you would look at the...

A. Readings.

Q. And then tell them --

A. The technicians.

THE REPORTER: Wait.

BY MR. BRIGGS:

Q. -- what was wrong?

A. Yes.

Sorry.

THE REPORTER: You guys are overlapping.

THE WITNESS: Yeah.

MR. BRIGGS: I'm sorry.

Q. So just, you would look at the output from the spectrograph's sphere...

A. Uh-huh.

Q. And then go back to the technicians and tell them what needed to... Tell them that the specs were off, or...

A. Yeah. After... In the beginning, yes. I mean, it was easier to see all the problems and the issues we were having.

Q. So you would say... I'll just make up

QUASAR SCIENCE LLC EXHIBIT 1023, Page 114 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

something. You would say: "The green's too much."

A. Yes.

Q. And then they would say what? "We'll go fix that"?

A. We would try to figure out what was causing the green. If the components -- the driver, the chips, the phosphor -- was burning out, we would troubleshoot to figure out how we can fix it.

Q. And who is "we" I guess?

A. Me and the technicians.

Q. At the factory in China?

A. Yes.

MR. BRIGGS: Okay. Okay.

Q. And you did that over a period of months you said? Years?

A. Over a year.

Close to a year, if not over.

Q. Close to a year?

A. Um-hmm. Close to a year, if not over.

MR. BRIGGS: Okay.

Q. So your initial batch of T12 LED tubes over in China you get...

Did they have a spectrosphere available at that time or did they build that later?

A. In the beginning, we did not.

Q. Okay. But the results were clearly bad enough that you knew that you needed --

A. I knew not even to bring them. It would be an embarrassment.

Q. Okay. So then how did you figure out from that first batch that they were terrible?

A. Multiple issues. Soldering points failing. The heat issue. Chips burning up. The gage of wire. The PCB board failing. Bubbling. I mean, it was just a lot of heat issues that came along with it that we had to overcome.

Q. Okay.

A. And with time and money and a lot of persistence, we ended up getting this result.

Q. How did you overcome the heat issues?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: With piles of cash.

Every time I would push the technicians, it got heated with the technicians as well. And, um, we just started buying better components. And I had to buy bigger MOQs.

Because no factory would entertain me or give me what I needed unless I started spending piles of cash to get what I wanted.

MR. BRIGGS: I understand.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 116 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Can you just tell me what "MOQs" means?

A. Minimum Order Quantity.

Everything I had to do in the beginning, I had to purchase a large quantity of. Even if it was garbage.

MR. BRIGGS: That's not fun.

THE WITNESS: Not at all.

Quasar didn't have to do that, did they? They just sold the light, and had it reverse engineered.

MR. BRIGGS: I'm asking questions.

THE WITNESS: OH, well, I'm just telling you how it happened.

BY MR. BRIGGS:

Q. So how many times did you have to do a minimum order quantity?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: A lot.

MR. HOFFMAN: I'm ready to call the board. Because this is... You're fishing for information that is not relevant to the proceeding. To the IPR proceeding.

MR. BRIGGS: Okay. Let's bring in Dr. Allen's declaration and we'll talk about heat for a while then.

MR. HOFFMAN: I'm not saying heat is not relevant.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 117 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: That's all I'm asking about is heat right now.

MR. HOFFMAN: Well, I'm going to continue to object. And if you continue along the lines, then we will have to call the board.

MR. BRIGGS: Let's go to Dr. Allen's declaration then.

Actually, before we do that, it's been about an hour. Can we take a break?

MR. HOFFMAN: Sure.

(WHEREUPON A RECESS WAS HELD
FROM 10:59 A.M. TO 11:07 A.M.)

BY MR. BRIGGS:

Q. So, Mr. Macias, did you talk about the case with your counsel during the break?

A. No.

MR. BRIGGS: Okay. Thank you.

We were talking about your development process and -- when you left -- and overcoming various failures.

What I want to do now is go to Mr. Csernecky's declaration again, Exhibit 2041. And specifically Paragraph 14. And let's talk about that for a little bit.

Okay?

THE WITNESS: What Page?

MR. BRIGGS: I'm sorry. Not his deposition transcript. His Exhibit 2041. It's a different document.

THE WITNESS: Is it the same thing?

MR. BRIGGS: It's not.

THE WITNESS: Oh. Oh, his declaration.

Say again what page?

MR. BRIGGS: Paragraph 14. I'm not sure exactly what page it is.

Are you ready?

THE WITNESS: You said you didn't know what page it was.

MR. BRIGGS: Oh. I'm sorry.

Page 7.

THE WITNESS: Okay. I'm on it.

MR. BRIGGS: So just read Paragraph 14 and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So in Mr. Csernecky's declaration, Paragraph 14, he lists a bunch of letters: (a), (b), (c), (d), (e), (f), (g).

Do you see that?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 119 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. So the first letter...
And this relates to what your invention includes; correct?
A. (NO AUDIBLE RESPONSE)
MR. BRIGGS: I'll just read it to you.
Q. It says:
"More specifically, Memo's Bicolor LED Tube Invention embodied as Colt's Bicolor T12 Tubes include the following features:
"(a) LED tube lights in the form of a T12 or less fluorescent tube;"
Right?
A. Uh-huh.
Q. So then he goes all the way through (g) with each of those features; correct?
A. Yes.
Q. All right. So the second one is:
"Tungsten and daylight white lighting modes where the output of each is broad-spectrum white light;"
And the next one:
"Switchable between the tungsten and daylight white lighting modes;"

Did your first prototype have both (a), (b) -- or -- all of (a), (b), and (c)?

A. Yes.

MR. BRIGGS: Okay.

Q. Item (d):

"a diffusion cover so the light blends well and is not too harsh... to be suitable for filming."

Did your first prototype have that?

A. The very first?

Q. Right.

A. No.

Q. Letter (e):

"produce enough light output whether in tungsten or daylight mode suitable for use as key lighting...;"

Do you see that?

A. Yes.

Q. Did your first prototype produce enough light output?

A. Let me ask you this. When you say my first prototype, are you talking about my very, very first... when I started working on it in China?

Q. Whatever you...

A. Or my prototype that I brought Todd?

Q. Let's talk about the one in China. The first one.

A. The very first one that I tried?

Q. The one that you told me was terrible.

A. Yeah. That one.

It had all the features but it was terrible.

Q. Okay.

A. So when you say "first" that's what I'm thinking. The very first.

Q. So that's... you're thinking the China one.

A. The China one. Yes.

MR. BRIGGS: Okay. Fair.

Q. So when you were able to get, what I guess was acceptable to you, you brought your prototype to the United States?

A. Yes.

Q. Did Mr. Csernecky test any of the devices before you brought your first prototype to the United States?

MR. HOFFMAN: Objection; form.

THE WITNESS: No.

BY MR. BRIGGS:

Q. After you brought your prototype to the

QUASAR SCIENCE LLC EXHIBIT 1023, Page 122 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

United States and Mr. Csernecky tested it, what were the results?

A. They were good.

MR. BRIGGS: Okay.

Q. Did you file a patent application at that time or did you wait?

MR. HOFFMAN: Objection; form.

THE WITNESS: I believe the patent was already filed.

MR. BRIGGS: Okay.

Q. So let's talk about your provisional patent application.

A. That's... Well, the name that I was looking for. Provisional.

MR. BRIGGS: So I'm going to show you what has been previously introduced as Exhibit 2123.

Q. So, Mr. Macias, can you please verify that the bottom of your document says "EXHIBIT 2123"?

A. Yes.

MR. BRIGGS: Great.

Q. And in the Inventor listing it says Given Name: Guillermo; correct?

A. Yes.

Q. And then Family Name: Macias?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 123 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. That's you; right?
A. That's correct.
Q. And you lived in Santa Clarita, California at the time?
A. Yes.
Q. And the Title of the Invention is: "TUBE LIGHT WITH IMPROVED LED ARRAY"; correct?
A. That's correct.
Q. All right. So then let's go to the next page, Page 2 at the bottom. Actually towards the middle, you see Signature.
Do you see that?
A. Yes.
Q. And that is Mr. Hoffman's name listed there; is that correct?
A. Yes.
Q. And then we see a date of May 17, 2012.
Do you see that?
A. Yes.
Q. So do you understand that your first provisional patent application was filed May 17, 2012?
A. Yes.
MR. BRIGGS: Okay.
Q. So then, if you could go to Page 4, it says PROVISIONAL APPLICATION OF Guillermo Macias.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 124 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Do you see that?

A. Yes.

Q. Okay. And then, you see where it says Sheets of Drawings: Twelve?

A. Yes.

Q. Okay. And then Sheets of Written Description: Six?

A. Yes.

Q. So what that means is there's 18 pages. Twelve sheets of drawings and six pages of written description.

Okay?

A. Okay.

Q. So then if we could go to the next page, Page 5, at the top it says: TUBE LIGHT WITH IMPROVED LED ARRAY.

Do you see that?

A. Yes.

Q. And then a couple lines below that it says: Description of the Related Art.

Do you see that?

A. Yes.

Q. And it says: "Fluorescent bulbs have existed for over 100 years."

Correct?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 125 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.

MR. BRIGGS: So then there's a whole paragraph below that that I want you to read, and just let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So that paragraph talks about, in the middle of the paragraph, it says:

"In order to match the tubular form of a fluorescent bulb, arrays of LEDs are placed on a tube having the same form factor as a fluorescent bulb, such as a T8 or T12 size fluorescent bulb."

Right?

A. Yes.

Q. So you would agree that before your invention people were putting LEDs in a T8 or T12 size form factor; correct?

A. I can't interpret this claim language. I mean that's David's job. I mean...

Q. But that does say "arrays of LEDs..."

A. Right.

Q. "... are placed on a tube having the same form factor... such as a T8 or

T12 size..."

And then it gives, if we go one more, it says:

"One such bulb is made by Dialight and is called DuroSite."

Do you see that?

A. Yes, I do.

Q. Do you know Dialight?

A. I remember reading this when I signed my dec -- my -- um, patent.

Q. Sure.

But do you know Dialight?

A. No, I don't.

Q. Did you know the product beforehand?

A. No, I did not.

Q. Why is it in your provisional patent application?

A. Because I read it --

(SPEAKING SIMULTANEOUSLY)

THE REPORTER: Wait.

MR. HOFFMAN: Objection; legal conclusion. Form.

THE WITNESS: I read it in my patent. I'd seen it before. I don't remember. I don't recall the...

BY MR. BRIGGS:

Q. So you didn't know about Dialight or

QUASAR SCIENCE LLC EXHIBIT 1023, Page 127 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

DuroSite, but it's in your provisional, is what I'm hearing.

Is that true?

MR. HOFFMAN: Objection; form. Legal conclusion.

THE WITNESS: I can't interpret this claim at all. I don't understand it.

BY MR. BRIGGS:

Q. It's not a claim. It's a sentence that says: One such bulb is made by Dialight and it's called DuroSite, and I'm asking if you knew about that.

A. I'd seen that before.

Q. When you say "seen it" ...

A. I'd seen it in my patent.

Q. But did you see it out in industry?

A. No.

Q. Okay.

A. I don't know who they are.

Q. Okay. So then the next sentence says:

"For example, in size T8, the bulb in one form uses SMD LEDs in a four foot long tube."

Do you see that?

A. Yes, I do.

Q. So this says there's a T8 bulb in one form uses SMD LEDs.

What's "SMD"?

A. I don't know.

MR. BRIGGS: Okay.

Q. And then it says --

A. The diode.

MR. BRIGGS: Okay.

Q. And then it says: "1500 Lumens, Natural White light."

Correct?

A. Yes.

Q. So apparently this product had 1500 lumens of natural white light; correct?

A. Yes.

Q. At 17 Watts, with 300 LEDs.

Correct?

A. Yes.

Q. Okay. And then it was ETL/UL approved.

Do you see that?

A. Yes, I do.

Q. Do you know what ETL approved is?

A. It's a UL listing company.

MR. BRIGGS: A listing company. Okay.

Q. And then it says:

"There are four different color temperature renderings available:"

QUASAR SCIENCE LLC EXHIBIT 1023, Page 129 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Do you see that?

A. Yes.

Q. And the first one is Warm White 3700 at approximately 1450 lumens.

Do you see that?

A. Yes.

Q. So this relates to the Dailight tube; right?

A. Yes.

Q. Okay. And then the next three are very similar: Natural White. Daylight White. And Cool White.

Do you see those three listings?

A. Yes, I do.

Q. And they're 4500 kelvin and 1500 lumens for the Natural White; correct?

A. Yes.

Q. And then the Daylight White is 5500 kelvin and 1550 lumens; correct?

A. Yes.

Q. And the Cool White is 7000 kelvin and 1600 lumens; correct?

A. Yes.

Q. And these apparently were things on the market although not in bicolor form apparently at the

time your provisional was filed.

MR. HOFFMAN: Objection; form. Scope.

THE WITNESS: I don't know about them.

Where did they sell them?

MR. BRIGGS: I don't know about them either.

Q. All I'm saying is this is an official copy of your provisional patent application, and it couldn't be written without this being available --

A. Right.

Q. -- before you.

A. Right.

MR. BRIGGS: "Right"?

Q. Okay. So then let's go to the figures then, please. The first figure starts on Page 10 of Exhibit 2123.

A. What Page?

Q. Page 10, please.

Do you see Figure 1 at the top?

A. Yes.

Q. Do you recognize that figure?

A. Yes, I do.

Q. Explain it to me.

A. It's the LED chip configuration.

Q. So it's the LED chip configuration of what?

A. Of the bicolor.
Q. Of your bicolor T12 tube?
A. Yes.
Q. And what does "T" stand for?
A. Tungsten.
Q. Oh.
And then "D" stands for daylight?
A. Yes.
Q. Okay. It looks like there's alternating pattern of daylight and tungsten; correct?
A. Yes.
Q. Did you come up with that arrangement?
A. Yes.
Q. Okay. And then, Figure 2. Do you recognize Figure 2?
A. Yes.
Q. What is it?
A. It's the very first prototypes of my tube.
Q. When you say "first," the one you brought back?
A. Yes.
Q. Okay. So not the ones that were in China that you didn't bring back.
A. No. No.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 132 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. And how do you recognize that as being your first prototype that you brought back to the United States?

A. The white end cap.

MR. BRIGGS: White end cap.

Q. What's special about the white end cap?

A. There is nothing special about it.

Q. So how do you recognize it?

A. Because of the white end cap. My new tubes have a black end cap.

Q. I guess more of my question is: Couldn't anybody have a white end cap?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: Sure. Why not?

MR. BRIGGS: Okay.

Q. Do you still have this prototype?

A. I believe so.

Q. So next page, please. Figure 3. At the top it says Install.

Do you see that?

A. Yes.

Q. Can you explain this Figure 3 to me, please.

A. This is something David Hoffman did.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 133 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Sure. But it's in your provisional patent application.

Do you know what it means?

A. It's an installation diagram.

MR. BRIGGS: Installation diagram.

Q. Did you give this drawing to David?

A. It's something David Hoffman did.

Q. Okay. So it says:

"Step One. Before installing, please check the LED tube structure diagram. (As the picture 1 shows)" below.

Correct?

A. Yes. That's correct.

Q. So this didn't come from your manufacturer in China?

A. I don't recall. It's been over a decade.

Q. Okay. But this was your invention; right?

A. Yes, it is.

Q. And --

MR. HOFFMAN: Objection; scope. Legal conclusion. Foundation.

BY MR. BRIGGS:

Q. Very important to you; right?

MR. HOFFMAN: Objection; --

QUASAR SCIENCE LLC EXHIBIT 1023, Page 134 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: Absolutely.
MR. HOFFMAN: -- form.
BY MR. BRIGGS:
Q. But you don't remember where the first drawings came from in your provisional patent application?
MR. HOFFMAN: Objection; scope.
THE WITNESS: I just answered you.
(WITNESS AND COUNSEL ARE SPEAKING SIMULTANEOUSLY)
THE REPORTER: Wait. Wait. Wait. One at a time.
MR. HOFFMAN: Objection; scope. Form. Legal conclusion. Asked and answered.
BY MR. BRIGGS:
Q. My question is: Do you remember where you got this drawing?
A. David Hoffman.
Q. So your testimony is Mr. Hoffman got this drawing for you.
MR. HOFFMAN: Objection; characterization. Form.
THE WITNESS: That's a question for David Hoffman.
MR. BRIGGS: Okay.
Q. Next page, please.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 135 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Figure 4. Do you see Figure 4?

A. Yes.

Q. The top of Figure 4, it says: T12 LED Switch LED Tube Light.

Do you see that?

A. Yes.

Q. And then it's got some specifications below that.

Do you see that?

A. Yes, I do.

Q. Do you recognize this figure?

A. Yes, I do.

Q. How do you recognize it?

A. It's the readings of the T12 tube. The specifications.

Q. Did you get this drawing and give it to David Hoffman?

A. At some point I might have given it to him.

Q. Where did you these specifications from? Testing in China?

A. Yes.

Q. And so if we look at it, it says Voltage: AC 110 volts.

Correct?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 136 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. And, Power. Do you see that?
A. Yes.
Q. 20+20w. What does that mean?
A. Watts.
Q. So 20 plus 20 watts? Is that what that means?
A. Yes.
Q. What's the first 20 mean?
There's a 20 and then there's a plus and then there's a 20w. So I'm assuming 20 watts is the second 20. What's the first 20?
MR. HOFFMAN: Objection; form. Characterization.
THE WITNESS: I don't recall.
MR. BRIGGS: Okay.
Q. Type: Dimmable.
A. Um-hmm.
Q. Is that what you were talking about earlier when you told me it can go from zero to 100?
A. Yes.
Q. Control: One switch controls two color.
Do you see that?
A. Yes.
Q. So does that mean to you that you can hit a switch and it will go from Warm White or Day White, as

QUASAR SCIENCE LLC EXHIBIT 1023, Page 137 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

shown in Color Temperature below?

A. Yes.

Q. Okay. And the Color Temperature Warm White is from 2700 to 3200 K?

A. That's correct.

Q. So is that the acceptable range, or is that the range that the tube operates at?

MR. HOFFMAN: Objection; form.

THE WITNESS: That was what the tube operated at at the time.

BY MR. BRIGGS:

Q. Does it still operate at that?

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: No.

BY MR. BRIGGS:

Q. What does it operate at?

MR. HOFFMAN: Objection; scope. Relevance.

MR. BRIGGS: Counsel, you made a commercial success argument. We're entitled to figure out whether the products have nexus.

MR. HOFFMAN: What tubes? We don't know what tubes you're asking about. The tube at the time?

MR. BRIGGS: I just clarified, so he can answer the question.

MR. HOFFMAN: Objection; scope. Relevance.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 138 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Form.

MR. BRIGGS: Because you don't understand doesn't mean it's not relevant.

MR. HOFFMAN: Objection; scope. Relevance. Form.

BY MR. BRIGGS:

Q. So your tubes today...

A. Uh-huh.

Q. What Warm White temperature range do they have?

A. On Warm White it's 3200 K. And on Daylight it's 5500 K.

Q. No range?

A. The range is 55,000 and above.

Q. Okay.

A. And the Warm White is 3500 K and below.

Q. There's no minimums or maximums for those, though? They can't go down to zero and 10,000; right?

A. I don't know anything about that. I just know what I was going for.

MR. BRIGGS: Okay.

Q. Lumens. Do you see lumens in Figure 4?

A. Yes.

Q. Okay. Warm White is 1010 plus or minus

10 percent?

A. Um-hmm.

Q. And lower than 10 percent would get you down to about 900 lumens; correct?

A. Lower than 10 percent?

Q. So you took... It says plus or minus 10 percent. So it could be higher than 10 percent. It could be minus 10 percent; right?

A. Um-hmm.

Q. So minus 10 percent is about 900 lumens; correct?

A. Yes.

Q. So that's lower than 1000 lumens.

Then the CRI says greater than 91 RA.

Do you see that?

A. Yes.

Q. What does "RA" mean?

A. I don't recall.

I know the Color Rendering Index.

Q. Is "CRI"; correct?

A. Yes.

Q. Okay.

A. But I don't remember the RA.

MR. BRIGGS: Fine.

Q. Where did you get these numbers? Was

this in China?

A. Yes.

Q. Okay. So Page 13 of Exhibit 2123 says Figure 5 at the top; correct?

A. Yes.

Q. And it says Page 1 of 6 at the right-hand side top.

Do you see that?

A. Yes.

Q. And then the top says Spectrophotocolorimeter Test Report.

A. Right.

Q. Is this the spectroglobe test report you were speaking of earlier?

A. Yes.

Q. And then at the bottom, it says Manufacturer: Zhiyue Optoelectronics?

A. Yes.

Q. Is that Mrs. Wang and Mr. Luo's company?

A. I don't recall the exact name.

Q. Okay. But we see a test date of... At the bottom right-hand corner it says: Test Date: 2012-05-08.

Do you see that?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 141 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. So that's May 8, 2012.
A. Yes.
Q. So nine days before you filed your provisional patent application.
So did you bring back these test results and give them to Mr. Hoffman to put them in the provisional patent application?
A. If it's in there, yes.
Q. Okay. So let's look through this test report because I don't really understand it.
It says Light Source Test Report; correct?
A. Yes.
Q. At the top. I'm sorry.
And in the first graph, on the left-hand side has Spectrum on the Y axis and Wavelength on the X axis.
Do you see that?
A. Yes.
MR. HOFFMAN: Objection; scope. Relevance.
MR. BRIGGS: You can answer.
Q. What is this graph?
A. It's the reading from the spectrograph meter.
Q. Okay. And what does it tell you?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 142 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. HOFFMAN: Objection; scope. Relevance.

THE WITNESS: The readings from the T12 tube.

BY MR. BRIGGS:

Q. And the Spectrum has numbers from zero to 1.2. Do you see that on the Y axis?

A. Um...

Q. At the bottom it says 0.0 and then it says 0.2 and 0.4.

A. No, I don't.

Where do you see that?

Q. On the left-hand side of the graph.

A. On the Y axis?

Q. Yeah.

A. Okay.

Q. So what is zero Spectrum?

A. I don't recall.

Q. And then we've got a peak that looks to be about 1.0 Spectrum. Do you know what that peak means?

A. I don't recall.

Q. On the right-hand side of that, there's a graph that's called CIE1931 EVERFINE.

Do you see that?

A. No, I don't. Where is it?

Q. So there's like a black graph.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 143 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Okay. I see it now.
Q. And at the top of that, it says C --
A. Okay. I see it.
MR. BRIGGS: Okay.
Q. And then it says x = 0.3444.
Do you see that?
A. Yes, I do.
Q. And y = 0.3552.
Do you see that?
A. Yes.
Q. Do you know what those coordinates mean?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: I don't recall.
BY MR. BRIGGS:
Q. And then Tc is right below that. It says 5037K.
Do you see that?
A. Yes.
Q. What is that?
A. I don't recall.
MR. BRIGGS: Okay.
Q. And then, if you could go down and look at the Color Parameters, please. I've thumbed through a few of these. In the third line it says:
Dominant WL:Ld=570.2 nanometers.

Do you see that?

A. On the Photo Parameters?

Q. I'm sorry. Under Color Parameters.

A. Color Parameters.

And what were you saying?

Q. That there's some text that says:

Dominant WL:Ld=570.2 nanometers.

Do you see that?

A. Yes, I do.

Q. What does that mean?

A. I don't know.

Q. Okay. Do you know what:

Purity=9.9 percent?

A. No, I don't.

Q. Okay. So you have these test reports that you got from the spectrosphere globe in China. How did you know your tube was working?

A. I knew exactly what to look for. This was a part of it. It was a lot easier for me.

When I'm hands on, I just look and I was able to see if the green spikes were there or the magenta spikes were there. And I would instruct the engineers to just lower that within the five points of green.

Q. Do you know how they did that?

A. That was a technician's job. I just pushed them.

MR. BRIGGS: Okay.

Q. So could you please look at the bottom of page, it says Product Type: T12-1200.

A. What were you saying?

Q. The bottom left-hand corner of the page. It says Product Type: T12-1200.

A. I see it.

Q. So I'm assuming T12 is the form factor?

A. Yes, it is.

Q. Do you know what the -1200 means?

A. I don't remember at the time.

Q. Okay. So moving along, so the next five pages are similar reports; correct?

A. Yes.

Q. All right. And so then if we go to Page 19 of your provisional patent application, Exhibit 2123.

Do you see that?

A. Yes.

Q. At the top it says Application. And then it's got a bunch of text.

Do you recognize this figure?

A. I don't recall it.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 146 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Okay. The first thing, it says Feature. And then No. 1) feature is Base: G13.

A. Yes.

Q. Do you know what a G13 base is?

A. I do not.

MR. BRIGGS: Okay.

Q. Available Color: Day White, Warm White.

A. Okay.

Q. Does that refer to the tungsten and the daylight?

A. Yes, it does.

MR. BRIGGS: Okay.

Q. And then No. 3) Aluminum Housing with surface protect, PC milky cover, Clean Cover, Strip Cover.

Do you know what that means?

A. Yes.

Q. Okay. Why don't you explain Line 3 to me then.

A. Aluminum Housing?

Q. The whole line.

A. Well, Aluminum Housing is the casing of the T12.

Q. Okay.

A. The surface to protect, the PC cover is a

QUASAR SCIENCE LLC EXHIBIT 1023, Page 147 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

diffuser.

Q. Okay.

A. And the Clean Cover is a clear cover.

Q. So there's PC milky cover.

A. And then there's a clear cover.

Q. And what's Strip Cover?

A. And the Strip Cover would be the same thing. The diffuser and the clear cover. It would cover the strip of the chips. So the LEDs, I would think.

MR. BRIGGS: Okay.

Q. Does the surface protect refer to the Aluminum Housing or something else?

A. I don't understand the lingo they use here: Surface protect.

Q. When you say "they use" --

A. Chinese.

Q. Oh, I see.

So this may be a document that they produced for you as part of getting your --

A. Yes.

MR. BRIGGS: Okay. Got it.

Q. And then the Working Temperature is negative 20C to 40C.

Do you see that?

A. Say again?
Q. Line 4 says Working Temperature --
A. Okay.
Q. -- negative 20 to 40 degrees C?
A. Yes.
Q. And then the Lifespan is 40 -- it's Lifespam, I guess -- is 40,000 hours?
A. Yes. Straight from China.
MR. BRIGGS: Okay.
Q. 40,000 hours is a good lifetime?
A. Yes.
That was approximate.
Q. Approximate?
A. Um-hmm.
Q. More or less, 10 percent?
A. I have two that are still going.
MR. BRIGGS: Oh, okay.
Q. But do the tubes fail earlier than 40,000?
A. No.
Q. So no tubes have ever failed earlier than 40,000.
A. Just from wear.
Q. Occasionally.
A. User. Yeah.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 149 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. From user inappropriate use?
A. Yes.
MR. BRIGGS: Okay.
Q. But if... Okay. Never mind.
No. 6) says: No IR and no UV.
Do you know what that means?
A. No.
Q. No. 7) says: Color Temperature adjust.
Do you know what that means?
A. If I had to guess, it's the switch. The switch that switches between daylight and tungsten.
MR. BRIGGS: Okay.
Q. So then just skipping down a couple lines, it says Application: "Direct replace traditional fluorescent light."
Correct?
A. Yes.
Q. Okay. And it says "For showroom using" underneath that. Do you know why it says that?
A. I do not.
Q. Okay. And then below that, it says "As the sample to show your client the different color temperature."
Do you know why it says that?
A. No, I do not.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 150 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And under Warranty, which is a few lines below that, it says "We promise 3 years warranty."

Do you see that?

A. Um-hmm.

Q. Is that the warranty to you, or to you from... from you to...

A. It's the warranty to me.

Q. Okay.

A. This was written to me.

Q. To you. Okay.

It says:

"You can get new one if the LED light is out of working because of the quality. If you are our agent, we do not only allow you to change the new light, but also we pay your freight charge."

Do you see that?

A. Yes.

Q. What do they mean by "if you are our agent"?

A. I have no idea.

MR. BRIGGS: Okay.

Q. So next page, please. This is Figure 12 in your provisional patent application; correct?

A. Okay.

Q. Do you recognize this figure?
A. Yes.
Q. What is it?
A. It's a T12 with the switch on it. Bicolor.
Q. Did you make this figure?
A. No, I did not.
Q. Did you get it from your Chinese manufacturer?
A. Yes.
MR. BRIGGS: Okay.
Q. And the next page, the last page of your provisional. Figure 13.
A. It refreshed my memory. This is all from China.
Q. Okay. Including Figure 13?
A. From the very beginning. It's all from China, now that I'm seeing it.
MR. BRIGGS: Got it.
THE WITNESS: It has nothing to do with David.
MR. BRIGGS: I'm sorry?
THE WITNESS: It had nothing to do with David. These are all specifications and drawings from China.
BY MR. BRIGGS:
Q. Do you want to go back to Page 11 then,

QUASAR SCIENCE LLC EXHIBIT 1023, Page 152 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

please?

A. No. It's okay.

Q. Just for the record, Page 11, Figure 3, you said Mr. Hoffman prepared it. But I'm assuming you want to change that.

A. Yeah, now that I'm looking at this, this is all Chinese. And, now that I see the verbiage. And it's been over a decade that I've been doing this.

Q. I understand.

A. Page 11?

Q. Yeah. It's Figure 3.

A. Okay.

Yeah, that's from China.

MR. BRIGGS: Okay. Thank you.

So let's look at your patent application then -- or -- your patent. Excuse me.

So I'm gonna hand you Exhibit 1001.

Q. So you have a Exhibit 1001 in front of you now?

A. Yes.

Q. And at the top, it says U.S. Patent No. 10,411,582?

A. Yes.

Q. Okay. And then on the left-hand side, under United States Patent, it says Macias?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 153 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. Right? And then a few lines below that it says Guillermo Macias; correct?
A. Correct.
Q. So this is one of your patents; correct?
A. Yes.
MR. BRIGGS: Great.
Let's go to Page 8 of Exhibit 1001. And the way patents work, Mr. Macias, is that there's Columns and Lines. And so I'm gonna ask you to read certain Column and Line numbers, that are very similar to a deposition transcript.
Q. Okay?
A. Okay.
Q. So could you please first read --
THE WITNESS: Oh, this is tiny.
MR. BRIGGS: It is tiny.
THE WITNESS: I can't even see it.
MR. HOFFMAN: May we take a short break? I have reading glasses, I think.
MR. BRIGGS: Let's go off the record.
(WHEREUPON A RECESS WAS HELD
FROM 11:44 A.M. TO 11:45 A.M.)
MR. BRIGGS: Let's go back on the record.
Q. So, Mr. Macias, you know with the reading

QUASAR SCIENCE LLC EXHIBIT 1023, Page 154 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

glasses, I assume you can now read the text of this patent?

A. Yes.

Q. Great. So can you please read Column 1, Line 51 through Column 2, Line 8.

A. When you say Column 1, Line 51...

Q. Yeah. Column 1, Line 51 starts: "The spectrum of light emitted..."

Do you see that?

A. I don't see any 51 here.

Q. You have to guess the number because they only give like every five...

A. Oh, okay. I was trying to look for the paragraph number.

Q. No.

A. All the way to where?

Q. Column 2, Line 9, 8, somewhere in there.

A. Okay.

(WITNESS COMPLIES WITH REQUEST)

A. Okay.

Q. So at the bottom of that paragraph that you just read, it talks about the two most frequently used and desired color temperature ranges; correct?

A. Um-hmm.

Q. And we agreed earlier that you... Warm

QUASAR SCIENCE LLC EXHIBIT 1023, Page 155 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

White or 3050 to 3300 K, which is tungsten, and the 5400 to 5600 K for daylight, that was known. Mr. Csernecky talked about it before your patent; correct?

MR. HOFFMAN: Objection; form.

THE WITNESS: That doesn't sound right.

Can you rephrase the question?

MR. BRIGGS: Sure.

Q. It says:

The two most frequently used and desired color temperature ranges in the lighting industry for stage and set lighting have been found to be 3050 to 3300 kelvin for tungsten and 5400 to 5600 kelvin for daylight white.

Do you see that?

A. Yes.

Q. So that was known... those ideal temperature ranges were known before you filed your patent application.

A. In the fluorescents. Yes.

Q. In the fluorescent. Sure.

A. Yes.

Q. Okay. So then if you could please now read Line 2 -- or -- excuse me. I'm sorry. Column 2, Line 27 through 42, which is just the paragraph that

QUASAR SCIENCE LLC EXHIBIT 1023, Page 156 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

starts:

"Alternatively, LED (light emitting diode)..."

Do you see that?

A. Um-hmm.

MR. BRIGGS: Okay. Just read that paragraph and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. All right. So slightly under the middle of the paragraph, it says:

"There are two primary types of LED lighting used to create white light."

Do you see that?

A. I lost it again.

Where are we at again?

Q. It's about Line 36.

A. Okay.

Q. "There are two primary types of LED lighting to create white light."

Do you see that?

A. Yes.

Q. "One is to use individual LEDs that emit three primary colors (red,

green, and blue) and mix the colors to form white light."

Do you see that?

A. Yes.

Q. And that was known before your patent application; correct?

A. (NO AUDIBLE RESPONSE)

Q. In other words, you didn't invent mixing red, green, and blue LEDs to make white light; correct?

A. No, I did not.

MR. BRIGGS: Okay.

Q. The other is to use a phosphor material to convert monochromatic white light...

Sorry. Let me start over. Line 39:

"The other is to use a phosphor material to convert monochromatic light from a blue or ultraviolet LED to broad-spectrum white light, also referred to as phosphor based LEDs."

Correct?

A. I can't interpret these claims the way they're written. I'm not an expert in this.

Q. Okay. I'm just asking a...

A. That's just... Sure. I don't know the claim language that's being used here. I don't even

know anyone who talks like this, you know.

MR. BRIGGS: Fair enough.

This is your patent.

THE WITNESS: I hear ya.

MR. BRIGGS: And I'm just reading --

THE WITNESS: David Hoffman wrote it.

MR. BRIGGS: I understand.

But my question --

THE WITNESS: Claim language is not my expertise. This is not something... That's why I hired David to do this.

MR. BRIGGS: I understand.

This isn't claim language, though. The claims are at the back.

THE WITNESS: Well, the claim language, whatever --

MR. BRIGGS: This is called Specifications.

THE WITNESS: Specifications. David Hoffman did this.

MR. BRIGGS: I understand. It's a very simple question, though.

Q. You didn't invent using phosphors with blue or ultraviolet LEDs to make white light; correct?

A. No.

Q. "No" you did not invent; correct?

A. LED chips with phosphors?
Q. Right.
A. No, I did not.
MR. BRIGGS: Okay. I'm gonna need to look at my schedule for a second.
Q. So in that sentence I just read from your patent application or patent -- excuse me -- it says "broad-spectrum white light" at Line 41.
Do you see that?
A. Line 41.
Q. It says "broad-spectrum white light."
Do you see that?
A. Yes.
Q. Do you know what broad-spectrum white light is?
A. I'm familiar with it.
Q. What's your understanding of it?
A. It's daylight.
Q. Like, you mean, 3050 to 3300 kelvin? Or what do you mean by "daylight"?
A. No.
Q. So what do you mean?
A. Daylight is 5000 and up.
MR. BRIGGS: Okay. I don't know. So that's why I'm asking.

Q. So you think broad-spectrum white light is 5000 to 5600 kelvin?

A. Where are you at again?

Q. I'm at Line 41, which says "broad-spectrum white light."

A. White light?

Q. Yeah. Broad-spectrum.

A. My thinking for white light is 5000 and over.

MR. BRIGGS: Okay.

Q. So broad-spectrum white light is 5000 and over, is that what you're saying?

A. That's the way I would... That's what I would think, just by... Just because of the white light.

Q. Okay.

A. Broad-spectrum... I don't know. I'm just looking at the white light.

MR. BRIGGS: Sure.

All right. Let's go back to your declaration now, and then we probably should take a lunch break. I only have like five minutes on this topic.

So please go to Exhibit 2068, if you could. Go back to Paragraph 7. Just read Paragraph 7,

QUASAR SCIENCE LLC EXHIBIT 1023, Page 161 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

8 and 9 for me.

THE WITNESS: What page?

MR. BRIGGS: Page 4 of your declaration. Paragraph 7, 8 and 9. Just read them to yourself, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Paragraph 7, at the bottom of it says: "I told Paramount that I would work on it and return with an LED solution."

Right?

A. Yes.

Q. And so that's when you started going to China? After that?

MR. HOFFMAN: Objection; form. Characterization.

BY MR. BRIGGS:

Q. On Paragraph 9, we've already talked about it. It says: I designed, researched and developed... And it took many trips to China.

A. I don't recall the exact dates.

Q. Okay. But you did tell Paramount that you would work on meeting their needs and return with a LED solution.

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 162 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Okay. But that was... You're not sure whether that happened before or after you went to China for the first time?

A. I don't recall the exact dates.

Q. Okay.

A. Or when.

Q. So then in Paragraph 10 you say:

"When the prototype was finally ready, I returned to Paramount Pictures as promised with my bicolor LED tube light ('Colt's Bicolor LED Tube')."

Do you see that?

A. Yes.

Q. So before you went to Paramount, did you have the tube tested by Mr. Csernecky?

A. I believe Csernecky was there at Paramount. At the Paramount lot. He was working, I believe, on NCIS on the lot.

Q. Oh, okay.

So before you went to Paramount, though, did you go over to Mr. Csernecky's house or anything like that, to test it?

A. No.

Q. You just went straight to Paramount and met up with him?

A. Everything was at Paramount.
MR. BRIGGS: Okay. Everything was at Paramount.
Q. Do you know about... You said "When the prototype was finally ready." Do you know about when that was? Year?
A. I don't recall.
Q. Okay. We just saw in your provisional patent application that you came back with drawings from China in May 2012; correct?
A. Right.
Q. Was it before or after that?
A. I believe I said early 2013, maybe late 2000. I don't know. Somewhere in 2013.
Q. That you went to Paramount.
A. Yes.
Q. Why did you wait seven months?
MR. HOFFMAN: Objection; form. Foundation.
THE WITNESS: Seven months for...
BY MR. BRIGGS:
Q. Well, yeah. Because you gave Chinese drawings that were dated May 7, 2012 to Mr. Hoffman.
A. Right.
Q. Why wait?
A. I don't recall.
MR. HOFFMAN: Objection; form. Foundation.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 164 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Characterization.

MR. BRIGGS: It just seems if you worked in China for months and years, you would want to get them over to Paramount as soon as possible.

All right. Let's go on to lunch.

(AT THE HOUR OF 11:57 A.M. A LUNCH RECESS WAS TAKEN. THE DEPOSITION RESUMED AT 12:44 P.M. WITH THE SAME PERSONS BEING PRESENT)

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QUASAR SCIENCE LLC EXHIBIT 1023, Page 165 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

ENCINO, CALIFORNIA; FRIDAY, MAY 3, 2024

12:44 P.M.

EXAMINATION (RESUMED)

MR. BRIGGS: Mr. Macias, you ready to go?

THE WITNESS: Yes.

MR. BRIGGS: Okay. If you could please go back to Exhibit 1025. It's the very thick deposition transcript of Mr. Csernecky. And if you could please go to Page 72.

THE WITNESS: Okay. Okay.

MR. BRIGGS: And then on Page 72, if you could read from Line 16 all the way over to Page 74, Line 3, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

MR. BRIGGS: You ready?

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. So here it looks like Mr. Csernecky's talking about a problem with the original switch.

Is that right?

A. Yes.

Q. Do you recall that?

A. Yes.
Q. What do you recall about the problem with the original switch?
A. It was a push-button switch.
Q. The original switch was a push-button switch?
A. Yes.
Q. And did you change from that design?
A. Yes, we did. The injection molds weren't ready at that time. So, we did. Yes.
Q. What did you change to?
A. I ended up changing to a toggle.
Q. Like a button?
So what's the difference between a toggle and a push-button?
A. A toggle switch (DEMONSTRATING).
Q. So a toggle... Because the Court can't see that.
A. The push-button was a ... At the beginning it was just a push-button. And this is the toggle.
Q. Okay. So the toggle is kind of like a light switch where you move it up and down?
A. Uh-huh.
MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 167 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And on Page 73, Mr. Csernecky, in response to my question, said that... I said:

"So did you test out different switches for Mr. Macias too?"

He says:

"No. It was more a matter of discussion about what would work better. And the next thing I know, he was getting -- bringing in new samples with the new switch on..."

So when he says "the new samples with the new switch on," was he talking about moving from the push-button to the toggle?

A. I believe I made a few different versions. I mean, in between. And I just picked what was the best one.

Q. How did you come to realize what was the best one?

A. It just looked right cosmetically.

Q. The functionality was better?

A. It just looked sexy. It looked clean.

MR. BRIGGS: Okay.

Q. Did Mr. Csernecky help you pick which switch was better?

MR. HOFFMAN: Objection; scope. Relevance.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 168 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: No.

MR. BRIGGS: Okay.

Let's go back to your declaration, please, which is Exhibit 2068. And if you could please go to Page 5, and read Paragraphs 12 and 13, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Paragraph 12 of your declaration says:

"I refer to my invention as claimed in the '582 Patent as 'My Bicolor LED Tube Invention'..."

Do you see that?

A. Yes.

Q. "... and Colt's product..." It continues:

"... and Colt's product implementing the invention as 'Colt's Bicolor LED Tube.'"

Sorry. That's part of the sentence. I'll start over.

The next sentence actually says:

"Colt's Bicolor LED Tube is made in accordance with the challenged claims

QUASAR SCIENCE LLC EXHIBIT 1023, Page 169 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

of the '582 Patent."

Do you see that?

A. Yes.

Q. All right. So why don't we go to the '582 patent then, please. Exhibit 1001. And if you could go to the back of that document. And I'll give you the exact page here in a second. It is Page 13. And, on the right-hand side of the Column 12.

Just let me know when you're there.

A. Okay.

Q. And at Line 3 it says: "What is claimed is:"

Do you see that?

A. On the right side?

Q. On the right-hand side, under Column 12, right around Line 3. It's at the very top of the page, on Column 12.

A. Okay.

Q. So it says: "What is claimed is:"

Do you see that?

A. Yes.

Q. So now, instead of being in the specifications which we were talking about earlier, we are now in the claims of your patent application. And it says: "1. An LED light system..."

Do you see that?

A. Yes.

Q. And it goes down to the bottom of the page, all the way through j. and it ends at right around Line 62 and it says: "that is greater than 90."

Do you see that?

A. That's j. where?

Q. Right around Line 62, it says: "is lit, that is greater than 90."

A. I see it.

Q. And then right below that, there's the number 2.

Do you see that?

A. Yes.

Q. So that means that Claim 1. has ended and Claim 2. is starting below that.

Okay?

A. Okay.

Q. So everything from what we just saw "What is claimed is:" starting 1. all the way down to Number 2. is Claim 1.

Okay?

A. Okay.

Q. And so there's elements a. through j. of Claim 1. Okay?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 171 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Okay.

Q. So going... I'm sorry to switch documents on you.

Going back to Paragraph 12 of your declaration, it says:

"Colt's Bicolor LED Tube is made in accordance with the challenged claims of the '582 Patent."

A. Okay.

Q. So it's your opinion that your products are made in accordance with everything in Claim 1.; right?

MR. HOFFMAN: Objection; scope. Foundation.

THE WITNESS: At the time I read this, everything matched my product.

MR. BRIGGS: Okay. Let's just go through it.

Q. So at the beginning, it says:

"An LED light system configured for providing broad-spectrum white light suitable for a commercial image recording..."

Do you see that?

A. Where are you at?

Q. Right where 1. is. Line 4.

"1. An LED light system configured..."

A. Okay.

Q. "... for providing broad-spectrum white light suitable for a commercial image recording..."
A. Yes.
Q. What is "suitable for a commercial image recording"?
MR. HOFFMAN: Objection; legal conclusion.
MR. BRIGGS: You can answer.
THE WITNESS: I can't interpret this claim. That's...
BY MR. BRIGGS:
Q. Do you think your products are suitable for a commercial image recording?
A. Yes.
Q. Okay. Why do you think that?
MR. HOFFMAN: Objection, to the extent legal conclusion.
THE WITNESS: Rephrase the question? What was the question?
BY MR. BRIGGS:
Q. Why do you think your products are suitable for a commercial image recording?
MR. HOFFMAN: Objection, to the extent legal conclusion.
THE WITNESS: Because that is what I created. A

light suitable for image recording for the motion industry.

BY MR. BRIGGS:

Q. But commercial image recording is different than just recording in general; right?

MR. HOFFMAN: Objection, to the extent legal conclusion.

THE WITNESS: I don't understand your question.

BY MR. BRIGGS:

Q. Were MacTech's LEDs suitable for a commercial image recording?

A. I wouldn't know.

MR. BRIGGS: Okay. Let's keep going then.

Q. The next part of your claim says:

"In a form factor of a fluorescent light tube lamp."

Are your products in the form factor of a fluorescent light tube lamp?

MR. HOFFMAN: Objection, to the extent legal conclusion.

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. So then it says:

"The LED light system comprising: a housing having ends and

including a support structure in a form of an elongated and narrow surface having a top side and a bottom side;"

Does your product have what's listed in item a. there?

A. Yes.

MR. BRIGGS: Okay.

Q. And "b. a plurality of first LEDs mounted on the top side of the support structure and configured to emit broad-spectrum white light in a first predetermined Kelvin temperature range of cool white light;"

Do your products have that?

A. Yes.

Q. And "c. a plurality of second LEDs mounted on the top side of the support structure and configured to emit broad-spectrum white light in a second predetermined Kelvin temperature range of warm white light;"

Do your products have that?

A. Yes.

Q. Okay. And "d. electronic circuitry mounted to the support structure including

QUASAR SCIENCE LLC EXHIBIT 1023, Page 175 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

an LED driver circuit configured..." We'll just stop there.

Do your products have electronic circuitry mounted to the support structure?

A. Yes.

Q. Do they have a LED driver circuit?

A. Yes.

Q. Are they... Is that driver circuit configured for selectively electronically switching between driving either the first LEDs to provide light while the second LEDs are off, or to the second LEDs to provide light while the LEDs are off?

Does your driver provide light to one set of LEDs while the other ones are off and then provide light to the other LEDs while the other ones are off?

A. Yes.

MR. HOFFMAN: Objection, to the extent legal conclusion.

MR. BRIGGS: Okay.

Q. Let's go down to e. It says:

"an elongate cover extending substantially a length of the support structure."

Do you have a elongate cover on your products?

A. Yes.
Q. And to be clear, when we're talking about your products, I'm talking about the Colt Bicolor LED products like the T12. Okay?
A. Okay.
MR. BRIGGS: Okay.
Q. And does that elongate cover also cover the top side of the support structure for diffusing light emitted by the first and secretary LEDs?
A. Where are you at right now?
Q. I'm sorry. In limitation e.
A. Okay.
Q. It says "an elongate cover..."
A. Okay.
Q. And we already talked about the first part of it. It extends substantially the length of the support structure.
There's a second part of that that says:
"... covering the top side of the support structure..."
A. Okay.
Q. "... for diffusing light emitted by the first and second LEDs;"
A. Yes, it does.
Q. And that's the diffusion cover we've been

speaking of?

A. Yes, it is.

MR. BRIGGS: Okay.

Q. And so:

"f. wherein the housing and cover together have a linear form factor of a fluorescent light tube lamp having a diameter of no greater than approximately 41 millimeters."

Do your products have that?

A. Yes.

Q. "g. wherein the LED light system is configured for receiving input power to be provided to the LED driver circuit to selectively light the first or second LEDs."

Do your products have that?

A. Yes.

Q. "h. wherein the first and second LEDs are disposed in a plurality of rows distributed along the length of the top side of the support structure to emit light..."

Does your product have that?

A. Yes.

Q. And then: "... when selectively lit by the LED driver circuit, along the length of the top side of the support structure."

Do your products also have that?

A. Yes.

Q. So limitation i:

"wherein the light is diffused by the cover and is suitable for the commercial image recording both when the emitted light from the LED light system is in the first temperature range of cool white and when the emitted light from the LED light system is in the second temperature range of warm white light."

Do your products have that?

A. Yes.

Q. We talked about commercial image recording above.

Why do you now believe your products satisfy that?

A. I misspoke.

(SPEAKING SIMULTANEOUSLY)

MR. HOFFMAN: Objection, to the extent legal

conclusion. Form.

MR. BRIGGS: You can go ahead.

THE REPORTER: I got the answer. "I misspoke."

THE WITNESS: Yeah, I misspoke.

BY MR. BRIGGS:

Q. You misspoke when we were talking at the top of the claim?

A. Yes.

Q. So your products do have commercial... Okay.

You're saying your products do have a commercial image recording capability?

A. Rephrase that. What are you asking?

Q. I'm trying to figure out whether your products have all that stuff that's in your claim. And it says:

"Wherein the light emitted from the LED light system is said suitable for the commercial image recording..."

A. Yes.

Q. Okay.

A. If it's in the claim, yes.

MR. BRIGGS: Okay.

Q. We have to verify everything's in the claim. So, it keeps on going.

"... when said emitted light:" And I've got a bunch of Roman numerals here, so we'll go at them one at a time.

So it says... I'll read this. Okay. So the first roman numeral says:

"is at least 1000 lumens when the first LEDs are lit...."

Are your products suitable for 1000 lumens when the first LEDs are lit?

A. Yes.

Q. And is that both with the cover on and with the cover off?

A. Yes.

Q. Okay. So the second part:

"... and is also at least 1000 lumens when the second LEDs are lit;"

Does your product do that with both the cover on and the cover off?

MR. HOFFMAN: Objection; form. Legal conclusion.

THE WITNESS: Again?

BY MR. BRIGGS:

Q. So the second part of Roman numeral (i) says:

"... is also at least 1000 lumens when the second LEDs are lit."

Do you see that?

A. Yes.

Q. Is that true of your products with both the cover on and the cover off?

MR. HOFFMAN: Objection; form. Legal conclusion.

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. Number (ii), do your products have broad-spectrum white light having a color deviation corresponding to less than five points of green and less than five points of magenta?

A. Yes.

Q. And Number (iii), do your products have a color rendering index of light emitted from each of the first LEDs or each of the second LEDs, whichever respective plurality of first or second LEDs is lit, that is greater than 90?

A. Yes.

MR. BRIGGS: Okay. Let's keep going.

Q. Let's look at Paragraph 13. So I don't have a question about Paragraph 13, but at the bottom it says:

"Paramount purchased approximately $200,000 dollars' worth of Colt's Bicolor LED Tubes as recited in the challenged

claims of the '582 Patent."

Do you see that?

A. You mean back at the 2068?

Q. Yes, I am.

A. On Page...

Q. 5 to 6. And at the bottom of Paragraph 13 referring to Paramount.

A. I see it. 200,000.

Q. Yes.

A. Yes.

Q. So Paragraph 13 says Paramount purchased approximately $200,000 dollars' worth of Colt Bicolor LED Tubes as recited in the challenged claims of the '582 Patent; correct?

A. Yes.

Q. So we just went through the entire claim, so I could confirm with you that you're talking about your Colt bicolor LED products matching up to this $200,000.

So you understand why I went through Claim 1 now?

A. No.

Q. I went through Claim 1 because you said "Colt's Bicolor LED Tubes as recited in the challenged claims of the '582 Patent."

A. Okay.
Q. So this patent's from 2019.
When you did this evaluation were you thinking about the year 2019, or were you thinking about the year 2013 or '14 when you first sold to Paramount?
MR. HOFFMAN: Objection to form.
THE WITNESS: I don't recall.
MR. BRIGGS: Okay.
Q. Do you think your products, in 2013, matched what's in Claim 1 that we just went through?
A. Yes.
Q. Okay. Why do you think that?
MR. HOFFMAN: Objection, to the extent legal conclusion.
THE WITNESS: I believe I brought some in in early 2013 or late 2013.
BY MR. BRIGGS:
Q. So is this $200,000 dollars' worth in the year 2013 or 2014?
A. Somewhere. I don't remember the exact dates.
Q. Can you please turn to Paragraph 15 of your declaration, please. It's Page 6. Page 6, Paragraph 15.
A. Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 184 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. It says:

"My product was a hit. As Mr. Wonderlick notes in his declaration: '... in 2013, Paramount purchased a substantial number of Colt's Bicolor LED Tubes ....'"

Do you see that?

A. Yes.

Q. So is that "substantial number" in Paragraph 15 the same as the $200,000 that we're talking about in Paragraph 13?

A. Yes.

Q. Okay. So just to be clear, we think that $200,000 worth in Paragraph 13 occurred in 2013.

MR. HOFFMAN: Objection; form.

THE WITNESS: I'm not 100 percent certain of that.

MR. BRIGGS: Okay.

Q. So at the top of Paragraph 2013 -- excuse me. At the top of Paragraph 13 it says:

"In 2013, Colt LED was just me, with a little help from my wife who pitched in."

Right?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 185 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Is that still the case today? Do you have any employees?

MR. HOFFMAN: Objection; form.

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. You have employees today?

A. It's still the case today what you said about my wife.

MR. BRIGGS: Sorry.

THE WITNESS: Yeah.

BY MR. BRIGGS:

Q. And does your wife have a title?

A. No.

Q. What's her name?

A. Sara.

Q. What's her last name?

A. Theele.

Q. How do you spell that?

A. T-h-e-e-l-e.

Q. So since 2013, you and Ms. Theele...
She has a different last name?

A. Yes.

Q. Okay.
... are the only employees of Colt.

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 186 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. What's her title?

A. She doesn't have a title. She just helped.

Q. Okay. Does she still help?

A. Receiving phone calls, yes.

MR. BRIGGS: Okay.

So let me see Number 8, Articles of Incorporation. So this is the next one.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1055 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. So this is Exhibit 1055 that you have in your hands; correct, Mr. Macias?

A. Yes.

Q. And this says ARTICLES OF INCORPORATION; correct?

A. Yes.

Q. Do you recognize this document?

A. Yes, I do.

Q. What is it?

A. Articles of Incorporation.

Q. For what?

A. For Colt International.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 187 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And who is listed in the middle of the page?
A. Sara.
Q. Sara...
A. Theele.
Q. Is that your wife?
A. Yes.
Q. Is that her address?
A. Yes, it is.
Q. Your address, as well?
A. Yes, it is.
Q. At the time and currently?
A. At the time.
MR. BRIGGS: At the time. Okay.
Q. So earlier today you testified that you're the founder of Colt; correct?
A. Yes.
Q. Why is she listed?
MR. HOFFMAN: Objection, to the extent legal conclusion.
THE WITNESS: She filed the documents for me.
BY MR. BRIGGS:
Q. Okay. So she filed the documents for you. The name and address in the State of California of this corporation's initial agent for the service of

QUASAR SCIENCE LLC EXHIBIT 1023, Page 188 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

process is: And then your wife's listed; correct?

A. Yes.

Q. So she filed the documents for you.

A. At the time.

Q. At the time.

A. At the time.

Q. And then what happened?

A. She's no longer on the title now currently.

Q. Okay. Why is that?

MR. HOFFMAN: Objection; relevance. Scope.

THE WITNESS: It's none of your business.

BY MR. BRIGGS:

Q. You said you're the founder. And you're making a commercial success argument. And I'm trying to figure out how --

A. Well, you're asking for personal business.

Q. You guys put it in the declaration. I'm allowed to ask questions about what's in the declaration.

A. Well, she's no longer --

(SPEAKING SIMULTANEOUSLY)

THE REPORTER: Wait.

MR. HOFFMAN: Objection; scope. Relevance.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 189 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: She is no longer on the business.
BY MR. BRIGGS:
Q. Did she file bankruptcy?
A. Back in the day, yes.
Q. Okay. When was that?
A. I don't remember.
Q. 2014?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: You should know.
BY MR. BRIGGS:
Q. I'm asking you. Do you know the date?
A. I don't know the date.
Q. How long have you guys been married?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: Five years. Six years. I don't know.
MR. BRIGGS: Okay. Let's continue.
Q. So in Paragraph 13 it says:
"Even though I was just starting to produce LED lights, Paramount was quick to secure an exclusive contract for Colt's Bicolor LED Tubes."
Do you see that?
A. Yes, I do.
Q. What do you mean by "exclusive contract"?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 190 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. They're my west coast distributor.
Q. Do you have a contract with them then, written up?
A. Yes, I do.
Q. So there's some document in writing that says they're your exclusive west coast distributor?
A. Yes, there is.
Q. And that was starting in 2013?
A. It was not.
Q. Okay. When was it that they were --
A. Actually, physically wrote the contract, I don't remember the exact date.
Q. So Paramount was quick to secure an exclusive contract. What year was that?
A. I don't recall.
Q. Was it last year?
A. You asked, and I answered it. I said I don't recall.
Q. They're your first big customer, and you get an exclusive contract with them and you don't even know when the contract was signed?
A. I do not.
MR. BRIGGS: Okay.
THE WITNESS: They're not my only distributors.
///

QUASAR SCIENCE LLC EXHIBIT 1023, Page 191 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. They're your first.

A. They're my first.

Q. And you worked with them exclusively for many years.

A. West coast. Yes.

Q. Starting in 2013. And you don't know when you signed their contract.

A. I told you the contract was made but at a later date.

Q. Was it like an unwritten contract before that?

A. Nope. It was through Paramount counsel.

Q. So you worked with the Legal department of...

A. They drafted it up, and I signed it.

Q. And they drafted it up, you signed it approximately 2013?

A. I don't remember.

Q. Okay. Is that contract still in effect today?

A. Yes, it is.

Q. So they never cancelled it or...

A. No.

Q. So we just went through Claim 1 of the

QUASAR SCIENCE LLC EXHIBIT 1023, Page 192 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

'582 Patent. I'm happy for you to look at it again if you want.

But there is no minimum hour requirement on how long the LED system must last in Claim 1, is there?

MR. HOFFMAN: Objection; legal conclusion.

THE WITNESS: I don't understand the question.

BY MR. BRIGGS:

Q. When you provide your products to Paramount or others, do you guarantee a lifetime?

A. No.

Q. Okay. Why is that?

A. All the tubes are still functioning ten years later.

Q. There's nothing in the contract with Paramount that says you must meet x number of hours for your products?

MR. HOFFMAN: Objection; legal conclusion. Scope. Relevance.

THE WITNESS: I don't understand your question.

MR. BRIGGS: Okay. Let's go to your patent, please. Exhibit 1001.

If you could please go to Page 13. And on the left-hand side is Column 11. So, on the left-hand side of Page 13 is Column 11. Just tell me

QUASAR SCIENCE LLC EXHIBIT 1023, Page 193 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

when you're there.

THE WITNESS: I'm here.

BY MR. BRIGGS:

Q. In Column 11 there's an Example 3 around Line 17. Do you see that?

A. Yes.

Q. Okay. So Example 3 talks about a four foot long T12 one-and-a-half diameter LED lamp.

Do you see that?

A. Yes, I do.

Q. And then there's a table.

Do you see that?

A. Yes.

Q. And below the table, it says:

"Again, luminosity is at least 1000 lumens. Lifespan in Examples 1, 2 and 3 is estimated at 40,000 hours."

Do you see that?

A. Yes.

Q. So do you guarantee to Paramount that you're going to make product that lasts 40,000 hours?

MR. HOFFMAN: Objection; scope. Relevance. Asked and answered.

THE WITNESS: Doesn't it say estimated?

///

BY MR. BRIGGS:

Q. It does say estimated. But I'm asking if you guarantee 40,000 hours?

MR. HOFFMAN: Same objection; scope. Relevance.

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. So you do guarantee 40,000 hours. Is that what you just said?

MR. HOFFMAN: Objection; characterization. Scope. Relevance.

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. Going back to my original question. We went through Claim 1. I don't see in Claim 1 a requirement of a number of hours of lifetime.

Is there a number of hours lifetime requirement in Claim 1?

MR. HOFFMAN: Objection; legal conclusion.

THE WITNESS: That's claim interpretation language. I don't know. I leave that up to David.

BY MR. BRIGGS:

Q. So the answer is: "I don't know"?

A. I don't know.

Q. Okay.

A. I'm not an expert in claim interpretation

language. That's why I hired the lawyers.

Q. Okay. So if you could please look at Paragraph 15 of your declaration. So we've already talked about this. It says:

"My product was a hit. As Mr. Wonderlick notes in his declaration: '... in 2013, Paramount purchased a substantial number of Colt's Bicolor LED Tubes ....'"

Do you see that?

A. Yes.

Q. And you used the word "purchased" there; correct?

A. Yes.

Q. Was there a time they moved away from purchasing to renting?

A. I've never moved away from purchasing.

Q. Okay. So this is why I'm confused. Because if you could go to Paragraph 20, please, of your declaration.

So just read 20, Paragraph 20, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

A. Okay.

Q. So Paragraph 20 says:

QUASAR SCIENCE LLC EXHIBIT 1023, Page 196 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

"Up until about 2017, Colt LED's business model, other than initial sales to Paramount, was targeted at rentals."

What does that mean?

A. I was only renting, and I refused to sell.

Q. So --

A. After Paramount's purchase.

Q. So just walk me through this. They buy an initial set of LED tubes from you? Is that what happened?

A. Yes.

Q. And then you started renting them to Paramount after that?

A. Yes.

Q. And that was your business model up until 2017?

A. Yes.

Q. Okay. And Paramount would rent them from you, I believe you said something like $20?

A. At the time, yes. Before Quasar eroded the price.

Q. Was that $20 per unit, per day?

A. Per week.

MR. BRIGGS: Per week. $20 per unit, per week.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 197 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Okay.

Q. Why did you move away from... Why did you change in 2017 to a different business model?

MR. HOFFMAN: Objection; characterization. Form. Scope.

MR. BRIGGS: This is all in his declaration, Mr. Hoffman.

THE WITNESS: That's when Quasar stole the product and was undermining my business model and selling to the studios. And they started returning my product to me because they were replacing it with Quasar.

So they were saturating the market and taking away rental income. So I had to start selling, to stay competitive with them.

So I was basically competing against my own product with Quasar.

BY MR. BRIGGS:

Q. Who did you start selling to after 2017?

A. Everyone that wanted a quote that wanted to purchase my product.

Q. I don't understand how that works with an exclusive contract with Paramount.

You have an exclusive with Paramount. How are you allowed to sell to other people?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 198 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. They would... I would sell it through Paramount.

Q. So you'd sell it to Paramount and then they would sell it to other people.

A. They would sell it to other people.

Q. So you allowed Paramount to start selling your tubes instead of just renting them. Is that what you're saying?

A. Just recently, yes.

Q. When you say "recently" you mean after 2017?

A. I don't remember the exact date.

Q. Okay. And who was Paramount selling to?

A. (NO AUDIBLE RESPONSE)

Q. Other studios?

A. Other studios.

Q. Other distributors?

A. Other studios. I don't know. They...

Q. Can you please look at Paragraph 21.

A. Okay.

Q. And Line 3 says actual sales of Colt's Bicolor LED Tubes to Wamco in less than a year in 2019 totaled $917,000.

Do you see that?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 199 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Who is Wamco?
A. It's an aerospace company.
Q. Aerospace company.
What do they make?
A. They have patents in lighting for all the planes, I guess.
Q. Do they make lighting for planes?
A. For planes, trains, automobiles. I mean, everything. I mean, they have a website. You can look it up.
Q. Are they a distributor?
A. Yes.
Q. Oh, okay.
So they're similar to what Paramount does but in a different business area?
A. Yes.
Q. Have you continued to work with Wamco?
A. No. That was a one-shot deal.
Q. A one-shot deal. Why is that?
A. I don't know.
Q. And then they gave you $917,000 in orders in 2017. Wouldn't you want to continue that?
A. There was a lot of things going on at the time with the economy.
Q. In 2017?

A. Yes.
MR. BRIGGS: Okay.
Q. Do you... Did they fire you? Did you fire them? Why weren't they a distributor?
MR. HOFFMAN: Objection; form. Foundation.
THE WITNESS: There was no firing.
MR. BRIGGS: Okay.
Q. Decided to go your separate ways?
A. There was a... Just separated. That's it. It was a one-shot deal.
Q. So in Paragraph 21 you say:
"Beginning in about 2017 Colt made some significant actual sales."
Do you see that?
A. Yes.
Q. So were those sales to Wamco? I mean, in other words, you sold the product to Wamco? You didn't rent it to them?
A. I don't remember the exact date, but, yes.
Q. So you sold the product to Wamco.
A. Yes.
MR. BRIGGS: Okay. Good.
Q. So going back to Paramount, though. You moved from rental to sales in 2017. But from 2013/2014,

roughly, you were in the rental model with Paramount?

A. Yes.

MR. BRIGGS: Okay.

Q. Do you know a guy named Carl DiStefano?

A. Yes.

Q. How do you know him?

A. He works at Paramount.

Q. And is he involved with Colt at all?

MR. HOFFMAN: Objection; form.

THE WITNESS: No.

MR. BRIGGS: "No"?

Q. Did Carl make the decision to require Paramount to rent the tubes as opposed to sell them?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: I wouldn't know that.

MR. BRIGGS: Okay.

Can you go back to your patent again, please.

THE WITNESS: You know what? Going back to what you just asked regarding Carl to make the sale instead of renting them.

He approved the sale to Sony yesterday. So he does approve sales also.

MR. BRIGGS: Oh, sure.

Q. But in 2013, Mr. Wonderlick said they

purchased a substantial amount of product from you. And then they moved to the rental model shortly after that, according to testimony from other folks, and I was just wondering why.

MR. HOFFMAN: Objection.

THE WITNESS: There's more money to be made on rental. Instead of doing a one-shot sale, the two will continuously make you revenue for four or five years. The run of the show.

I mean, I have tubes that are still rigged for over five years. Ten years.

MR. BRIGGS: That's great.

THE WITNESS: Just sitting there.

MR. BRIGGS: Okay.

So -- I'm sorry -- thank you for that clarification.

Q. Can you please go back to Exhibit 1001, which is the '582 patent. And if you could look at Item j. again in that claim. It's at the very bottom. It's got all the specs.

Do you see it?

A. On the left side or the right side?

Q. The left side, please. I'm sorry. The right side, please.

A. It's j. on the right said?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 203 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. It's right around Line 51.
A. Yeah. I don't see a spec.
Q. Fine. I should have been more clear.
So it says: "wherein the light emitted from the LED light system..."
Do you see that?
A. Yes.
Q. And Roman numeral (i):
"is at least 1000 lumens when the first LEDs are lit and is also at least 1000 lumens when the second LEDs are lit;"
Do you see that?
A. Yes.
Q. How do you guarantee your products meet that?
MR. HOFFMAN: Objection; form.
THE WITNESS: All my products meet that. I don't need to guarantee it.
BY MR. BRIGGS:
Q. How do you know they meet it?
A. Because I created it. And if it's in here, it's because that's what the product has already done.
Q. Let me ask you a different question.

Do you provide a certification with each tube that says it meets 1000 lumens?

A. Light Laboratory tested it. And I do provide a certification. It's on my website.

Q. But you test every tube? Or you just test a sub set? How do you guarantee a batch is tested?

A. Every tube is tested.

Q. At what company, did you say, tested it?

A. At the factory.

Q. In China?

A. Yes.

Q. Okay. And does that go for number (ii) in here, which says:

"... is broad-spectrum white light having a color deviation corresponding to less than five points green and less than five points of magenta."

You test every tube for that?

A. Yes, we do.

Q. Okay. And the same thing for CRI; it has a greater than 90?

A. Yes.

Q. So could you turn the page, please, to go to Column 13. You see Column 13, there's a Number 6 on the left-hand side?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 205 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. It says:
"The LED light system of claim 1, wherein the first and second LEDs are phosphor-based light emitters."
A. Yes.
Q. Do you see that?
A. Yes.
Q. Are your products phosphor-based light emitters?
A. The LED chips have phosphor, yes.
Q. And how do you know that?
A. From a lot of trial and error.
Q. Did they spec that as well?
MR. HOFFMAN: Objection; form.
BY MR. BRIGGS:
Q. I'm sorry. Do you require your manufacturer in China to have phosphor-based light emitters?
A. I don't require the manufacturer to have phosphor-based emitters. They would order the chips in batches. The manufacturer would order the chips from somewhere else.
Q. Oh, so the manufacturer orders the chips. But they have to make sure they meet the --

A. Yes. The standards that we're requiring.
Q. Okay. So by "the standards" you mean 1000 lumens?
A. Yes.
Q. And no red, no green, basically?
A. (NO AUDIBLE RESPONSE)
Q. Or, no red.
No --
A. Magenta.
Q. -- magenta.
No magenta, no green, basically?
I'm sorry.
A. Yes.
Q. And at least 90 CRI?
A. Or above.
MR. BRIGGS: Okay.
Q. And then could you please just go down a few lines to Claim 8. And it says that:
"The LED light system of claim 1, wherein the housing comprises an aluminum housing."
Do you see that?
A. Yes.
Q. Do you require them to have an aluminum housing?

A. Yes.
Q. Why?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: Ask your question again.
BY MR. BRIGGS:
Q. Why do you require an aluminum housing for your products?
A. For heat dispersion.
MR. BRIGGS: Heat dispersion. Okay.
Continuing on. Could you please look at Claim... Please go back to your declaration. We're going to be jumping back and forth, and I apologize.
To Paragraph 18 on Page 6 of your declaration.
THE WITNESS: 2068.
MR. BRIGGS: 2068. Thank you.
THE WITNESS: Paragraph 18, you said?
MR. BRIGGS: Yes.
THE WITNESS: Okay.
MR. BRIGGS: So just read it, and let me know when you're ready.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So you say:

QUASAR SCIENCE LLC EXHIBIT 1023, Page 208 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

"For example, although I purchased the domain name www.ColtLED.com on or about April 25, 2013, I did not erect a website there until about August 2016."

Right?

A. Right.

Q. Why didn't you erect a website there?

A. I didn't need to.

Q. Because of the exclusive contract with Paramount?

A. Paramount was housing all my equipment. They were the one distributing everything.

Q. You say "housing." How does that work?

A. If I have 5000 lights, 10,000 lights, they would keep it on the set Lighting Department at the Paramount lot.

Q. Did you have an office on the Paramount lot?

A. No.

Q. Have you ever had an office on the Paramount lot?

A. No.

Q. How do you interact with Paramount via your office? Do you have separate offices?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 209 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Where are your offices located?
A. In Valencia.
MR. BRIGGS: Okay.
So can you read Paragraph 19 of your declaration, and let me know when you're ready.
Actually, I'm sorry. I forgot to ask one question about Paragraph 18.
Q. Can you please look at the last sentence of Paragraph 18.
A. Okay.
Q. It says:
"Those users mainly rented Colt's Bicolor LED Tubes from Paramount, although they picked up the tubes from Colt's facilities."
Right?
A. Um-hmm.
Q. So they go to Paramount. Paramount says: Here's your rental. And then they go pick them up from you?
A. No. I didn't have my warehouse facility until four or five years ago.
Q. Okay. How did it work before that?
A. Paramount housed everything.
MR. BRIGGS: Okay.

Q. So when you say "although they picked up the tubes from Colt's facilities," that was more recently, not in 2013.

A. More recently, yes.

MR. BRIGGS: Okay.

Q. And on that, when they buy from Paramount, are they buying directly from Paramount, or are they buying through you and going to Paramount?

In other words, do they pay Paramount or do they pay you?

A. They pay Paramount, and then Paramount pays me.

Q. Okay.

A. Paramount pays a lot quicker than all the studios. They pay Net 10 and everybody else pays Net Whenever.

So I love going and doing everything through Paramount.

Q. Okay. And it also says "although they picked up the tubes from Colt's facilities," when they're done with the tubes do they just return them back to the facilities?

A. If the show wraps.

Q. Okay. When you say "wraps" it means it ends?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 211 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. It ends.
Q. And if the show doesn't end?
A. It stays there for years and year.
Q. Like an NCIS or something like that?
A. Yes. Over a decade. You never see them again.
MR. BRIGGS: Okay.
All right. So please go back and read Paragraph 19 of your declaration, starting at Page 7.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So in this paragraph you're talking about the specifications for Colt's bicolor LED tubes; correct?
A. Yes.
Q. And at the end of the paragraph you cite an Exhibit 2077; is that right?
A. Yes.
MR. BRIGGS: So I'm gonna hand you a copy of Exhibit 2077.
Q. So Exhibit 2077 has as Issue Date of October 21, 2019; correct?
A. That's correct.
Q. This is well after the first patent

QUASAR SCIENCE LLC EXHIBIT 1023, Page 212 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

application was filed; correct?

A. Yes.

Q. Why are you using a document from 2019 as opposed to 2013 in your declaration?

A. This was more professional reading as opposed to the Chinese interpretation of it.

Q. Okay. And this is the --

I'm sorry.

A. Yeah. So this was something I would generally put up on my website. The Chinese interpretation of it, I would not.

MR. BRIGGS: I see.

Q. And --

A. Can't understand it.

MR. BRIGGS: Understood.

Q. And then on the left-hand top corner is Light Laboratory, Inc.?

A. Yes.

Q. And that's the Light Laboratory you were speaking of earlier who tests your tubes?

A. Yes.

Q. So any reason you chose this particular report for your declaration?

A. It was a lot more accurate, and the verbiage is a lot easier to understand.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 213 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Compared to the Chinese version.
A. Yes.
Q. Sure. But has Light Laboratory, Inc. provided you lots of reports?
A. Almost everything on my website.
MR. BRIGGS: Okay.
Q. That's my question. Why out of all of the Light Laboratory, Inc. reports did you pick this one?
A. I think each one is based on whatever product it is.
If this is the T12 switchable light, that belongs to this one. If it was a color mix, the Light Laboratory... it would be a different readout.
It's not just why did I pick this one. This one matches what you're talking about.
MR. BRIGGS: Okay.
Q. So...
A. And this is real. It's not fake like Quasar's.
MR. BRIGGS: I understand your position.
Q. Can you look down at the Equipment List section.
A. Where?
Q. At the bottom table, on Page 1.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 214 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Okay.

Q. What does this table mean? This Equipment List table?

A. I don't know. I think you have to ask Light Laboratories. I think it's a sphere that they use to actually do the testing. The spectrodiameter. I mean, whatever they use to actually do the testing for the lights.

MR. BRIGGS: Okay.

Q. So then if you turn the page, at the top of Page 2 it's got another table and it says General Information.

Do you see that?

A. Yes.

Q. And the Manufacturer is Colt LED Lighting.

Do you see that?

A. Yes.

Q. And it says Model Number: BC-4?

A. Yes.

Q. What is that?

A. Bicolor four foot.

Q. Bicolor four foot.

Is there a BC-2?

A. Yes.

Q. Is there a BC-8?
A. Yes.
Q. Any other models?
A. BC-1.
MR. BRIGGS: BC-1.
Q. Besides these T12 and T8 designs in one, two, four or eight foot, do you make any other products besides BC-1, BC-2, BC-4 and BC-8?
A. Yes.
Q. What are you making?
A. The color mix.
Q. The color mix.
A. In the same lengths.
Q. And what's the acronym or model number for that? Is that...
A. CM.
Q. "CM"?
A. And then four.
Q. CM-1?
A. Yes.
Q. CM-2, CM-4, CM-8?
A. Yes.
MR. BRIGGS: Okay.
Q. Any other products?
A. The RGBAW.

Q. Is there an RGBA-1?
A. It's only four and twos. It's only made in fours and twos.
Q. Do you still make them?
A. Yes.
Q. So we've got BC for bicolor. We have color mix, which is CM. And then we have the RBGAW.
A. RGBAW.
Q. RG... I'm sorry.
RGBAW two and four.
A. Yes.
Q. Any other products?
A. No.
Q. These are the only products that you have sold to Paramount?
MR. HOFFMAN: Objection; scope. Relevance.
MR. BRIGGS: Again, he's making a commercial success argument.
THE WITNESS: I never sold the color mix or the RGBAW to them.
BY MR. BRIGGS:
Q. Who did you sell them to?
A. (NO AUDIBLE RESPONSE)
Q. I'm sorry. Who did you sell the color mix and the RGBAW to?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 217 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. To Wamco.
MR. BRIGGS: Wamco.
Q. But that's over now?
A. Yes.
Q. Anybody else?
A. Possibly, yes.
Q. Anything specific right now?
A. Say again? I didn't hear you.
Q. Any specific manufacturers or customers right now that have bought color mix or RGBAW?
MR. HOFFMAN: Objection to form.
THE WITNESS: I'm sorry.
No. Not right now.
MR. BRIGGS: So if you can now look at the bottom of Page 2.
THE WITNESS: Hold on.
You said has anyone bought the color mix?
BY MR. BRIGGS:
Q. Color mix or RGBAW.
A. Color mix, yes.
Q. Okay.
A. I remember now. It was Simms.
Q. S-i-m-m-s?
A. Yes.
And then MBS, which is M-B-S.

Q. M, as in "Mary"?
A. Yes.
Q. B...
A. B-S.
Q. Those are two different companies? Or was it Simms MBS one company?
A. Yeah it's one company.
Q. So Simms MBS is one company.
They bought color mix from you?
A. Over a quarter of a mil, yes.
Q. And when was that?
A. I don't remember the exact date.
Q. Last year? Two years ago? Seven years ago?
A. Before the pandemic.
Q. Before the pandemic. Okay. So before 2020.
A. Um-hmm.
Q. Okay. Is that it?
A. Yes.
Q. Okay. So if you could please now look at the bottom of Page 2. And there's a Test Summary.
Do you see that?
A. Yeah. Figure 1?
Q. That's right.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 219 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Okay.
Q. And this is what you have cut and paste into your declaration. Can you explain this table to me, please.
A. It's the distance between color settings. Between the daylight and the tungsten.
Q. So when they did a test, they tested it at four feet?
A. Yes.
Q. And when I say "they" I mean Light Laboratory, Inc.
A. Light Laboratories, yes.
Q. Okay. So they would test it at four feet, with a color setting of D, and they got a CCT of 5796?
A. Yes.
Q. A CCT... What does that stand for?
A. I don't remember.
MR. BRIGGS: Okay.
Q. And a CRI stands for Color...
A. Rendering Index.
Q. And then the next is Lux?
A. Yes.
Q. What is Lux?
A. I don't remember the exact.

MR. BRIGGS: Okay.

Q. And then what's FC?

A. I don't remember.

MR. BRIGGS: Okay.

Q. And then they do that -- "they" meaning Light Laboratory, Inc. -- at eight, twelve and sixteen feet as well for the D color setting; correct?

A. That's correct.

Q. And then they also do that at the tungsten color setting for T; correct?

A. Yes.

Q. And they do that at four, eight, twelve and sixteen feet; right?

A. Yes.

Q. And this is how you certify to your customers that your products meet your standards?

A. That's correct.

MR. BRIGGS: Okay.

All right. So Paragraph 21 of your declaration, 2068, please. Could you read that and let me know when you're ready.

We've been going an hour. If you want to take a break, I'm fine.

THE WITNESS: My eyes are shot. Say what page again.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 221 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Page 9, Paragraph 21.

MR. HOFFMAN: Since he said his eyes are shot, let's take a short break.

MR. BRIGGS: Yeah. That's fine.

(WHEREUPON A RECESS WAS HELD FROM 1:45 P.M. TO 1:50 P.M.)

MR. BRIGGS: Mr. Macias, are you ready?

THE WITNESS: Yes.

MR. BRIGGS: Okay.

So could you please read Paragraph 21 and let me know when you're ready.

THE WITNESS: Okay. We read this one already.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. Starting at the bottom of Page 9, right after ("Wamco Sales") it says:

"With the 2014 to 2016 rentals, adding in 2017 sales and rentals, total revenue for Colt's Bicolor LED Tubes from 2014 to 2017 was well over $3,000,000."

Do you see that?

A. Yes.

Q. Do you understand that your IPR filings have made a commercial success argument?

MR. HOFFMAN: Objection; legal conclusion.
BY MR. BRIGGS:
Q. Do you understand Mr. Hoffman filed papers with the patent office in your defense?
A. Yes.
Q. And did he tell you there was going to be arguments in there about how successful your product was?
A. Yes.
Q. Okay. And were you citing this $3 million in support of that success?
A. Yes.
Q. Okay. So do you believe you've been commercially successful?
A. Yes.
Q. Okay. So in patent law there's a requirement that we figure out why something is commercially successful.
What features of your product contributed to the commercial success?
MR. HOFFMAN: Objection; form. Legal conclusion.
THE WITNESS: What features?
MR. BRIGGS: Sure.
THE WITNESS: It didn't exist before I brought it.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 223 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. But we know that LED in the T12 or T8 form factor existed; right?

A. Not in the movie industry. No one was using it.

Q. Sure. But let's just go through what people knew.

So they knew about LEDs and T12; right?

A. But we're not going by what people knew.

You're asking me, my commercial success, why did it happen.

It happened because nobody had LEDs in the movie industry that they were using until I came along with it.

Q. That's not true. MacTech had LEDs.

A. It wasn't a great product. But it wasn't.

Q. MacTech had T12 LEDs; correct?

A. Yes.

Q. Okay. So what other factor contributed to your commercial success?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: MacTech doesn't exist anymore.

MR. BRIGGS: That doesn't answer my question.

THE WITNESS: Well, there's... It does, because

QUASAR SCIENCE LLC EXHIBIT 1023, Page 224 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

they're out of the picture. This light took MacTech out of the business. That's commercial success.

Kino Flo sold its company. Fluorescent bulbs. This light took over the industry.

MR. BRIGGS: I understand all that.

We went through the claim...

THE WITNESS: It disrupted the industry. And Quasar just copied it.

MR. BRIGGS: I understand your position on that.

THE WITNESS: Well, you don't understand. I've been doing this over a decade. So don't tell me you understand.

You're not spending the money.

MR. BRIGGS: Are you done?

THE WITNESS: Yes.

MR. BRIGGS: Okay.

Q. Claim 1 requires three specific requirements in terms of performance of your light. We went over them.

1000 lumens in both tungsten and daylight; correct?

A. Um-hmm.

Q. Less than five green. Less than five magenta.

Correct?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 225 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. And a CRI greater than 90; correct?
A. Yes.
Q. Is that why you're commercially successful?
A. The daylight and the tungsten.
MR. HOFFMAN: Objection, to the extent legal conclusion.
BY MR. BRIGGS:
Q. I'm sorry?
A. It's successful... The studio saved millions of dollars in rigging time ever since this light came out. They didn't have to shut down productions to de-rig things. They just put these up.
They didn't have to put waterfalls of cable. They didn't have to use variants to dim the fluorescent lights.
This light became commercially successful. And when Quasar got involved -- it wasn't only me. When Quasar got involved, we started putting other people out of business. And they were doing it with my copied light.
So they're financing this litigation with the money that they were making from stealing my invention.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 226 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: I understand your position. I'm gonna object to that answer, as being nonresponsive.

Q. My question was very simple.

The 1000 lumens that's in your claim; the five... Less than five red...

A. Magenta and green.

Q. Less than five green; and more than 90 CRI. Is that what contributed to your commercial success?

MR. HOFFMAN: Objection, to the extent legal conclusion.

THE WITNESS: It was part of it.

MR. BRIGGS: Okay.

Q. What else?

A. I just explained it to you.

Q. I'm asking about the actual physical product.

A. And I explained to you that the physical product saved the studios millions of dollars in rigging time and cable time. And that's what caused it.

Q. What specifically saved them that?

A. Because it was very simple to rig. They didn't need all the manpower to actually put up all these waterfalls of cable. The variants.

I mean, if you would have seen the stages

back in the day, the way they operated, you would understand. Maybe you should look at some photos of how it was done back in the day with Kino Flo.

Q. Look. I understand how it was done.

A. I don't think so.

Q. I do.

My job is to understand, based off your counsel's arguments, why your product is allegedly commercially successful due to the features it has and not what the studios did.

So I'm asking about the features, because that's what's required in the law.

What features?

MR. HOFFMAN: Objection; form.

MR. BRIGGS: You can answer.

THE WITNESS: The daylight/tungsten switchable.

BY MR. BRIGGS:

Q. So bicolor?

A. The bicolor. Flicker free. Dimmed smoothly from zero to 100 percent.

Q. Okay. Anything else?

A. Less than five points of green. Over 90 CRI. No gels needed.

Q. Okay. Anything else?

A. That's it. That I can think of right

QUASAR SCIENCE LLC EXHIBIT 1023, Page 228 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

now.

MR. BRIGGS: Okay.

Why don't we look at Dr. Allen's declaration right now. So I'm gonna hand you what's been marked Exhibit 2080. This is a declaration of a Dr. Gary Allen.

Q. Do you see that?

A. Yes.

Q. Do you know Mr. Allen -- or -- Dr. Allen? Excuse me.

A. No.

Q. So you never met him?

A. No.

Q. But he's an expert for you in these proceedings; correct?

A. Yes, he is.

Q. So you've never spoken to Mr. Allen or Dr. Allen personally?

A. No.

Q. So at the front page, though, we do see it's a declaration of Gary R. Allen, PhD. in support of.

Do you see that?

A. Yes.

MR. BRIGGS: Okay. So if you could please go to Page 9 of Dr. Allen's declaration and read Paragraph 15.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 229 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

So if you could just read that, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So in the middle... Sorry. In the second sentence on Page 9 of Paragraph 15, it says:

"I have further been asked to consider Petitioner's proposed definition for a person of ordinary skill in the art ('POSITA')..."

Do you see that?

A. Yes.

Q. And then he goes on to say:

"... namely, that a POSITA would have had 'at least a Bachelor of Science degree in electrical engineering, or a closely related field...'"

Correct?

A. Yes.

Q. "'... along with at least two years of experience in the design of entertaining lighting systems, and the design and use of LED lights.'"

Do you see that?

A. Yes.

Q. Did you have any input on this definition?

I'm sorry. This is our definition. I'll get you that in a second.

Do you agree with this definition?

A. No.

Q. Okay. Why not?

A. I don't have a degree in any of that.

Q. Okay. You don't have a degree in electrical engineering; right?

A. No.

Q. I think we went over it. You said you graduated... You went to high school?

A. No.

MR. BRIGGS: Okay. Sorry.

Q. So then right below that, the next thing is:

"I have been asked whether my conclusions would change if a POSITA:" and then there's a definition there.

Do you see that definition?

A. Yes.

Q. And this is patent owner's definition -- okay -- by Counsel here.

Do you agree with that definition?

MR. HOFFMAN: Objection; scope. Form.

THE WITNESS: Okay. You just lost me. Where are you at?

MR. BRIGGS: I'm on Page 10.

Q. And then it says, third line:

"I have been asked whether my conclusions would change if a POSITA:"

Do you see that?

A. I don't see it.

Q. It's at the top of Page 10.

MR. HOFFMAN: It's right here (INDICATING).

MR. BRIGGS: There's a paragraph.

THE WITNESS: Okay. I got you now.

Okay.

BY MR. BRIGGS:

Q. And it says:

"I have been asked whether my conclusions would change if a POSITA: would have had 2 to 4 years' experience in electrical engineering/design of film and television lighting systems."

Do you agree with that?

MR. HOFFMAN: Objection; legal conclusion. Scope. Form. Relevance. Foundation.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 232 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: Say again?

BY MR. BRIGGS:

Q. Do you agree with patent owner's definition of a POSITA, which is that a person would have had two to four years' experience in electrical engineering/design of film and television lighting systems.

A. No.

Q. Because you're not a POSITA? Is that right?

A. I don't exactly know what a...

MR. HOFFMAN: Objection; legal conclusion.

THE WITNESS: No. I don't exactly know what that means.

MR. BRIGGS: That's fine.

Q. So let's go to Paragraph 21, which is on Page 13 of Mr. Allen's declaration.

A. Okay.

Q. And Paragraph 21 starts:

"LUMEN LOSSES IN A LUMINAIRE/LIGHT SYSTEM:"

Do you see that?

A. Yes.

Q. It says:

"There are several factors that

must be taken into account in estimating the LPW" or lumens per watt "of the light output from a luminaire..."

Do you see that?

A. Yes.

Q. And then he goes on to say:

All of the following elements recited in Claim 1 -- which we've gone through -- have inherent lumen losses including at least: the Diffusion Cover (to reduce glare from LED point sources of light) of 1 [e], the less than 5-step McAdam ellipse, i.e., the G/M 5 Point Limit, the CRI greater than 90, and the circuitry, Switchable LED Driver element.

He's saying all of those have inherent lumen losses.

Do you agree?

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

THE WITNESS: Ask again.

BY MR. BRIGGS:

Q. Dr. Allen says all of the following elements recited in Claim 1 have inherent lumen losses.

Do you see that?

A. Yes.

Q. Do you know what he means by "inherent

lumen losses"?

MR. HOFFMAN: Objection. Same objections.

THE WITNESS: I do not.

MR. HOFFMAN: Form. Foundation. Fact witness.

BY MR. BRIGGS:

Q. Are there more or less lumen losses with a clear cover versus a milky cover?

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

THE WITNESS: Very minimal, I believe.

MR. BRIGGS: Okay.

Q. So then let's go to Paragraph 23, which is on Page 15. And Dr. Allen goes on to say that there is LED DRIVE CURRENT DROOP LOSSES.

Do you see that?

A. Yes.

Q. Do you know what he means by that?

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

THE WITNESS: No, I do not.

MR. BRIGGS: Okay.

Q. So, next page. Paragraph 24. He goes: LOSSES FROM G/M 5 POINT LIMIT.

A. Right.

Q. Do you know what that is?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 235 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

THE WITNESS: Five points of green.

MR. BRIGGS: Right.

Q. He says that you have to account for the lumen losses from five points of green.

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

BY MR. BRIGGS:

Q. In Paragraph 26 we can see this because he says:

"The G/M 5 Point Limit Loss:

The G/M 5 Point Limit requires, an adjustment, i.e., a reduction or 'lumen penalty.'"

Do you see that?

A. Yes.

Q. So he's saying there's a lumen penalty for getting to less than 5 G or M; correct?

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

MR. BRIGGS: You can just say "same objection" David. We're on the clock here.

THE WITNESS: It's in his declaration.

MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 236 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And then on Page 18, Paragraph 29, he talks about LOSSES FROM CRI GREATER THAN 90.

A. Okay.

Q. Do you know about lumen losses with a point greater than -- CRI -- greater than 90?

MR. HOFFMAN: Same objections.

THE WITNESS: Ask the question again.

BY MR. BRIGGS:

Q. Do you know about lumen losses to achieve a CRI greater than 90?

A. No.

MR. HOFFMAN: Same objections.

MR. BRIGGS: Okay. Let's keep going.

So if you could please go to Page 22. And at the top, Paragraph 31. Just read that and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So the very first sentence says:

"As an example of how the lumen penalties combine..."

Do you see that?

A. Yes.

Q. Do you understand what he's talking about

here about lumen penalties?

MR. HOFFMAN: Same objections.

THE WITNESS: I can't interpret this.

MR. BRIGGS: Okay.

Q. And the last sentence says:

"A POSITA would not have a reasonable expectation of success without knowing the photometric and chromaticity specifications of the LEDs."

Do you see that?

A. Yes.

Q. Do you know what that means?

MR. HOFFMAN: Same objections.

THE WITNESS: I can't interpret this.

MR. BRIGGS: Okay.

Q. Do you understand that Dr. Allen's saying that there would have been a potential lumen reduction of 35 percent, in 31?

MR. HOFFMAN: Same objections, and foundation.

MR. MAGEE: Wait until the question's asked.

MR. HOFFMAN: I thought it was finished.

THE WITNESS: Again, I can't interpret this.

MR. BRIGGS: Okay.

Q. Dr. Allen put in a declaration in favor of your case; correct?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 238 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes, he did.

Q. And he says that there's a potential 35 percent reduction, right here in Paragraph 31, in lumen penalties due to some of the things we talked about before. G/M 5 Point. Greater than 90 CRI.

Do you see that?

A. Yes.

Q. How did you overcome these lumen penalties in your device?

MR. HOFFMAN: Same objections.

THE WITNESS: Trial and error. Hands on trial and error. That's how I overcame all of this.

BY MR. BRIGGS:

Q. So when you say "trial and error" are we back to you're in China getting the spectrometer globe testing?

A. Sourcing all the components. Sourcing everything that we needed to achieve this light. It was trial and error.

Q. But the trial and error had to occur with trials and errors.

A. Yes.

Q. In China?

A. Yes.

MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 239 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And you said you were sourcing the parts and then doing the testing in China?

A. Assembling.

MR. BRIGGS: Assembling. Okay.

Q. Is there anything specific you can point to that got you past these lumen penalties that Dr. Allen is talking about?

MR. HOFFMAN: Objection. Same objections, plus form.

THE WITNESS: Pinpointing the problems. Getting the components that we needed. And figuring it out as we went.

MR. BRIGGS: Okay.

Q. Anything in particular come to mind?

MR. HOFFMAN: Same objections.

THE WITNESS: Drivers.

BY MR. BRIGGS:

Q. LED driver? Okay.

What about it?

MR. HOFFMAN: Same objections.

THE WITNESS: Getting a driver that can push the LED chips to what we needed, and get the color temperature that we wanted.

MR. BRIGGS: Okay.

Q. So you say "pushed to what we needed."

Are you talking about like a lumen output?

A. Yes. I would say that.

Q. Was the LED driver responsible for getting the lumen output for your product?

A. It had part to do with it.

Q. What else had a part to do with it?

A. The chips. The batching of the chips.

Q. The LED chips themselves?

A. Yes.

Q. And if the batch wasn't correct, it wouldn't hit the targets? Is that what you're saying?

MR. HOFFMAN: Objection; form.

THE WITNESS: You could say that.

MR. BRIGGS: Sure.

So let me ask a better question.

Q. So you would ask for LED chips to meet certain specifications; right?

A. Batches, yes.

Q. Batches of chips.

And typically how much is in a batch?

A. We would get anywhere between 5- to 10,000. That was the MOQ I needed.

Q. Okay. And you would put them... Would you test them individually? Would you test them as a

whole? Like would you make a product with the D and T on the board and then test them?

A. Yes.

MR. HOFFMAN: Objection; form.

BY MR. BRIGGS:

Q. And if they, if that batch of chips didn't meet the requirements, you would request a different batch?

A. Yes.

MR. BRIGGS: Okay. Okay.

All right. So let's continue on, please. So on the next page, which is 23 of Exhibit 2080, there's a title by Dr. Allen that says:

DUE TO THERMAL ISSUES, A POSITA WOULD NOT HAVE A REASONABLE EXPECTATION OF SUCCESS IN TRYING TO CREATE THE DEVICE OF CLAIM 1.

Q. Do you see that?

THE WITNESS: You said Page 23, what Paragraph?

MR. BRIGGS: It's like in the middle of the page. There's like two Roman numerals.

THE WITNESS: Oh, okay. I see it.

BY MR. BRIGGS:

Q. Okay. So do you see that he says that, Due To Thermal Issues... That whole section there?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 242 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Okay. So then down below that, he says:

"Issue 2: How would a POSITA take into account thermal issues in looking at Hasnain" -- which is a reference -- "and attempting to design an LED luminaire having the elements of Claim 1..."

Do you see that?

A. Yes.

Q. So can you please go to Page 27 and read Paragraph 41 of Dr. Allen's... Actually just read the first page of Paragraph 41. It's really long.

(WITNESS COMPLIES WITH REQUEST)

A. Okay.

Q. All right. So we'll just start at the top of Paragraph 41. He says:

"HASNAIN'S AND HOLMES' ANALYSIS IS INCOMPLETE: There are several factors that must be considered in estimating the LED junction temperature, thermal circuit issues, and temperature limits of an LED luminaire beyond the incomplete analysis provided in Hasnain and conclusory analysis of Holmes."

Do you see that?

A. Yes.

Q. The next sentence says:

"A POSITA would be well aware of these additional factors which are critically important in the successful design of an LED luminaire for applications in Commercial Image Recording."

Do you see that?

A. Yes.

Q. Do you agree that there are thermal factor issues to deal with when you're designing a T12 or T8 bicolor tube?

MR. HOFFMAN: Objection; scope. Form. Foundation. Fact witness.

THE WITNESS: I would not know how to interpret Dr. Allen's... I mean, I wouldn't know.

MR. BRIGGS: Let's just read the next sentence.

"The additional, critical factors omitted by Hasnain and Holmes would cause the junction temperature of the LED to be overheated by at least about 50 degrees C in a typical Commercial Image Recording application."

Q. Do you see that?

A. Yes.

Q. So do you understand Dr. Allen is saying

that there are junction temperature issues in this sentence?

MR. HOFFMAN: Same objections.

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. Did you deal with junction temperature issues during your development of your device?

MR. HOFFMAN: Same objections.

THE WITNESS: We'd deal with some issues.

BY MR. BRIGGS:

Q. Some thermal issues?

A. Yes.

Q. What kind of thermal issues were you dealing with?

A. Soldering points were melting.

Q. Okay.

A. The chips were failing.

Q. The chips were failing.

Why were the chips failing?

A. Because of the heat.

Q. The heat.

How did you solve the heat problem?

A. Better components.

Q. Like what kind of components?

A. More hands on. I mean, it's not... I

QUASAR SCIENCE LLC EXHIBIT 1023, Page 245 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

can't give you a description. We just ordered better. As things failed, we would order better components.

I would pay more money to improve the product, to improve the drivers, to improve the chips. Add more phosphor to it or make the chips more durable. The PC board a little bit thicker, to remove it from the heat that was being created inside the casing.

It was just all these little things that we figured out along the way with trial and error.

I might not speak like these guys, but you don't really need to speak this way if you're working hands on.

MR. BRIGGS: I understand.

Q. Because he's making a case that there's going to be substantial thermal management issues, and I'm trying to understand how you overcame them.

A. He must have obviously seen the product when he wrote this up, based on what he's seen.

MR. BRIGGS: Right.

Q. I'm asking a slightly different question. Which is he says there's all these thermal issues, and I'm asking how you overcame them. And I think I already heard your answer.

Is that right?

A. Right.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 246 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. So could you please go to Page 30, Paragraph 43. It says at the top:

LED P-N JUNCTION VS. SOLDER POINT TEMPERATURE.

Do you see that?

A. Yes.

Q. Did you guys have any issues with this in your development of your product?

A. I can't interpret this.

MR. BRIGGS: Okay.

Q. So can you please go to Page 34, Paragraph 49. It says:

"HOLMES USE OF HASNAIN FAILS TO ACCOUNT FOR A DIFFUSION COVER OF CLAIM ELEMENT 1 [e]:"

Do you see that?

A. Yes.

Q. So when you guys were testing your LEDs did you test with the cover on?

A. Yes.

Q. Okay. Were there heat issues due to having a diffusion cover on the T12 product?

MR. HOFFMAN: Objection; form.

THE WITNESS: Ask again.

///

QUASAR SCIENCE LLC EXHIBIT 1023, Page 247 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. Were there heat issues with your product due to having a diffusion cover located on the product?

MR. HOFFMAN: Objection to form. Asked and answered.

THE WITNESS: If I recall, the heat issues were still there even without the diffuser as well.

We were going a total opposite direction in energy efficiency as well. So I don't know what this Hasnain thing is or whatever. But I was going... Everyone thought I was crazy because I was telling them to push the LEDs, not save energy.

BY MR. BRIGGS:

Q. You mean "push" you mean drive more current?

A. Yes.

Q. Okay.

A. At the time, the LEDs were meant for energy efficiency, not going the opposite direction.

MR. BRIGGS: Understood.

Q. And because I think Dr. Allen testified that more current means more luminosity? More output?

A. I wouldn't know. I never read his declaration.

Q. But why were you purchasing for more

QUASAR SCIENCE LLC EXHIBIT 1023, Page 248 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

power then?

A. We wanted something very bright.

MR. BRIGGS: Very bright. Thank you.

Okay. We can be done with Dr. Allen for now.

Are your eyes okay?

THE WITNESS: Not really.

MR. BRIGGS: You want to take a break?

(DISCUSSION OFF RECORD;
A RECESS COMMENCED FROM
2:21 P.M. TO 2:43 P.M.)

BY MR. BRIGGS:

Q. So could you please look at Paragraph 20 of your declaration. And the very first sentence of Paragraph 20 says:

"Up until about 2017, Colt's LED business model, other than initial sales to Paramount, was targeted at rentals. Paramount was in effect the exclusive rental agent. Colt had rental revenue but very little revenue from actual sales."

Do you see that?

A. Yes.

Q. So what do you mean by "Colt had rental revenue but very little revenue from actual sales"?

A. All of... The majority of Colt's product was we rented.
Q. From 2013 to 2016?
A. I don't recall.
Q. But it does say up until 2017 two sentences before that; right?
A. Yes.
Q. Okay. So is it fair to say it was up until that time?
A. Yes.
Q. When you say "very little revenue from actual sales" what do you mean?
Like "little." I don't know what "very little" is.
A. We only sold to Paramount at that time.
Q. Was that the $200,000 that we talked about earlier?
A. Yes.
Q. Anything more than that for sales?
A. No.
MR. BRIGGS: Okay.
Q. So the very next sentence says:
"Paramount sub-rented Colt's Bicolor LED Tubes..."
Do you see that?

A. Yes.

Q. So when you say "sub-rented" do you mean you rented to Paramount and they rented to somebody else?

A. Yes.

Q. Okay. How do you get money from sub-rentals? How does Colt get money from sub-rentals?

A. I rent it out for a certain price to Paramount, and they rent it out to the other studios for whatever they were going to charge.

Q. And was your price point that $20 per week we talked about? $20 per unit, per week?

A. I believe so.

Q. Okay. So in the middle of Paragraph 20 of your declaration it says:

"Approximately 90 percent or more of Colt's income in 2014 through 2016 was due to rental through Paramount of Colt's Bicolor LED Tubes. This amounted to a total of about 2,000,000 for that initial three-year period."

Do you see that?

A. Yes.

Q. So you say approximately 90 percent or more? Where's this other 10 percent? Where is that?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 251 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. (NO AUDIBLE RESPONSE)

Q. Do you see it says approximately 90 percent or more of Colt's income?

A. Right. Um-hmm.

Q. Was there other income besides rental through Paramount? Rental through Paramount of Colt's bicolor LED tubes?

A. I don't remember.

Q. Why did you say approximately 90 instead of all?

A. I believe 10 percent was probably sales.

MR. BRIGGS: Oh, okay. So 10 percent sales.

Q. So 10 percent sales, 90 percent rental. About.

A. Yes.

Q. Okay. And you say this amounted to a total of the $2 million.

Was that 2 million for rentals or both rentals and sales?

A. Possibly rentals and sales.

MR. BRIGGS: So could you please go to Page 17 of your declaration. Paragraph 38. Just read that, and let me know when you're ready, please.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 252 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. So it says INITIAL RENTAL PRICE.

Do you see that?

A. Yes.

Q. Did it ever change?

A. Yes.

Q. When?

A. When Quasar started replicating and knocking off my life.

Q. What year?

A. It was two years after the fact when I created the light. It took them a year-and-a-half or two to reproduce it. Copy it.

Q. 2016?

A. I don't remember the exact date.

Q. But if we go through this paragraph, it says:

"When Colt's Bicolor LED Tubes were first introduced in 2013/2014 at Paramount, the rental price for per four-foot tube was at least $20 per week."

Do you see that?

A. Yes.

Q. So you say at least $20 per week. Were there sometimes it was more than that?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 253 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. But on average it was $20 per week?
A. Yes, it was.
Q. Okay. And did you ever decrease that?
A. Yes.
Q. To what?
A. Eventually when... I don't recall the exact number.
Q. Okay. Would it surprise you if Mr. Silva thought it was $15 a week?
A. No.
Q. So you're not surprised by the $15 a week number?
A. No.
Q. So it could have been $15 a week instead of $20 a week?
A. It could have been 15. It could have been 25. It could have been 30.
MR. BRIGGS: Okay.
So if you could please go to Page 13 of your declaration, and read Paragraph 29.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So it says:

QUASAR SCIENCE LLC EXHIBIT 1023, Page 254 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

In or about late 2013 or early 2014 upon Quasar Science's introduction of its copy of Colt's Bicolor LED Tubes as recited in the Patent claims.

Do you see that?

A. Yes.

Q. How did you know Colt's bicolor LED tubes, in that time frame, had all the features of your claims?

A. I don't recall.

Q. Did you have a piece of Quasar's tubes?

A. This is a small industry. The word gets around. Whenever. Somebody from Warner Brothers might have told me. Sony might have told me.

Q. Did you ever do an analysis of the Quasar product?

MR. HOFFMAN: Objection; form.

THE WITNESS: Not me personally.

MR. BRIGGS: Okay.

Q. So when you say "In or about late 2013..."

A. Oh.

I ended up getting a tube from them.

Q. From Quasar?

A. From Quasar.

Q. When?
A. I don't remember the exact date, but we ended up purchasing some tubes from them.
Q. And then what?
A. We did a test. And then I gave them to David Hoffman.
Q. Do you recall when that was, when you gave them to David Hoffman?
A. I don't recall.
Q. So if you could read Paragraph... Actually that's my other question.
So we talked about how your patent that we're talking about right now didn't issue until 2019.
Do you see that? Do you remember that?
If you look at the front page of the patent, Exhibit 1001.
A. Yeah. This one?
Q. That one. Yes.
A. Okay.
Q. If you look at the front page, it will have an issue date.
A. Yeah, I see it.
Q. But that's not until 2019. It's impossible for you to know in 2013 or '14 whether the product was going to fall within the scope of that

patent; correct?

A. I think that's a question for David Hoffman. I'm not...

MR. BRIGGS: Okay.

Q. So the next thing you say, actually, though in Paragraph 29, or a thing you say, is:

"It sold at least about ten thousand of their copies of Colt's Bicolor LED Tube to up to about early 2017..."

Do you see that?

A. Yes.

Q. And you say from Zhang's declaration.

Do you see that?

A. Yes.

Q. Are you aware that Mr. Hoffman has withdrawn Zhang's declaration?

A. No, I'm not.

MR. BRIGGS: So what do you want to do about that, David?

MR. HOFFMAN: Can we go off the record for a second?

MR. BRIGGS: Sure.

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QUASAR SCIENCE LLC EXHIBIT 1023, Page 257 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

(WHEREUPON A DISCUSSION WAS HELD OFF THE WRITTEN RECORD FROM 2:54 P.M. TO 2:58 P.M.)

MR. BRIGGS: So for the record, I've spoken with Mr. Hoffman. And Mr. Hoffman agrees that I'm allowed to talk about the Zhang declaration today even though it may ultimately be stricken from the record.

Is that correct, Mr. Hoffman?

MR. HOFFMAN: That's correct.

And my understanding is that's because some of what Mr. Macias was told by Zhang and what is in the declaration overlap. And some of what is in Mr. Zhang's deposition transcript overlaps.

So there is... at this point, we haven't agreed on how to undue that overlapping. So I'm fine with questions related to Mr. Zhang.

MR. BRIGGS: Okay. Thank you.

Let's talk about Mr. Zhang a little bit.

So could you read Paragraph 30 of your declaration, and let me know when you're ready.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Paragraph 30 of your declaration at Page 14 starts: "I am informed and believed..."

QUASAR SCIENCE LLC EXHIBIT 1023, Page 258 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Do you see that?

A. Yes.

Q. Who were you informed by?

A. The studios.

Q. So the studios informed you that Quasar sold many thousands of products to them.

A. Yes.

Q. So people at the studios, in your opinion, told you that?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: Some studios, yes.

BY MR. BRIGGS:

Q. Yeah. So who at those studios?

A. I don't remember.

Q. So then in the middle of the paragraph you say:

"Based on feedback from sales that Colt quoted but was unable to make on Colt's Bicolor LED Tubes and other information from and about the would-be purchasers."

Do you see that?

A. Yes.

Q. So, long sentence. So: "Based on feedback from sales that Colt quoted but was unable to

make."

Do you see that?

A. Yes.

Q. Did you assume every sale that you did not make went to Quasar?

A. I didn't assume.

Q. Okay. What did you assume then? How did you make this calculation or figure out all of these units that you didn't get?

A. Are you finished?

Q. I'm sorry. Did you not understand my question?

A. No, I did not.

Q. So you said.... I said: Did you assume every sale that you did not make went to Quasar? You said: I didn't assume.

So what did you think then?

A. They either purchased it or didn't purchase either from me or them.

Q. Okay. Because you have in this paragraph that you say you lost conservatively 24,000 to 27,000 units.

Is that right?

A. Say again?

Q. So on the bottom, it says:

"I am informed and believe that the average sale to the above companies was approximately 3000 units and thus conservatively about 24,000 to 27,000 overall units by about 2017."

Do you see that?

A. Yes.

Q. And you assume all of those went to Quasar?

MR. HOFFMAN: Objection to form. Foundation.

THE WITNESS: The sales?

MR. BRIGGS: Yeah.

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. Nobody else sold those 24,000 to 27,000 units?

A. I never sold them.

Q. That's what I'm asking. How do you know or believe that?

A. From the studios. They told me they purchased.

Q. But there's other manufacturers out there; correct?

A. It was a Quasar tube.

Q. There's Astera, isn't there? Isn't that

a manufacturer?

A. It's a totally different light.

Q. So what is your analysis of the market for your product? Is it just T12 bicolor, that's the only products, or are they color?

A. Astera is a theatrical light.

MR. BRIGGS: Okay.

Q. My question is --

A. Astera is an RGBAW. It has a different... It's a pixelated light.

Q. Okay. That's my question.

What is your definition of market for your analysis? Is it just bicolor?

A. I'm talking about anything that has to do with my product line. Quasar was selling to the studios. Everything they copied, they were the one selling it. And the studios would tell me what they would buy.

They told me: "I bought about a thousand tubes from Quasar." "We just purchased another 500 tubes from Quasar." Cinelease purchased x amount. And I know that for a fact. Because I know the same people they do, and they would tell me.

And they would show it to me on the screen.

Q. You don't have any evidence of this other than people showing it to you on the screen?

A. I'm pretty sure you do.

MR. BRIGGS: That's not my question.

MR. HOFFMAN: Objection to form.

MR. BRIGGS: It sounds like to me you're just speculating.

THE WITNESS: I'm not speculating.

BY MR. BRIGGS:

Q. Then where's the evidence, is my question.

MR. HOFFMAN: Objection to form. Characterization.

THE WITNESS: You can probably do one of those.... What is it called? How is that when they want to verify documentation?

I know people that have the documents.

MR. BRIGGS: Okay.

Q. So who are these people who have the documents?

A. I don't remember.

Q. So are you going to continue to say that you know but you don't remember?

A. I don't remember his name.

MR. HOFFMAN: Objection; form. Characterization.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 263 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: I don't remember his name.
BY MR. BRIGGS:
Q. You said "his name." One person.
Do you have any more people besides this one person who told you that Quasar sold them tubes?
A. There's a few others, but I don't remember all their names.
Q. Do you remember any of their names?
A. No, but I could find out.
Q. So when you wrote this declaration in January 2024, did you contact any of these people to see if they had the records of these sales?
A. No.
Q. So you just went from memory.
A. I went from memory?
Q. Right. Because you don't have any evidence.
MR. HOFFMAN: Objection; form. Characterization.
BY MR. BRIGGS:
Q. How did you come up with these numbers if you didn't talk to anybody and you don't have any documents?
MR. HOFFMAN: Objection; asked and answered. Harassment.
THE WITNESS: They were asking me for quotes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 264 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

And they would tell me what they were purchasing.

They would tell me again: "We purchased them from Quasar." "How many did you purchase?" X amount. And they would tell me. Fox. Cinelease. Warner Brothers.

BY MR. BRIGGS:

Q. But you don't remember anybody who told you this.

A. No.

Q. So when you say "I'm informed and believe" what time frame are you talking about here?

A. I don't recall.

Q. So let me get this right. You think the studios bought 24,000 to 27,000 overall units from Quasar, but you can't give me a name and you can't give me any documents to substantiate that.

MR. HOFFMAN: Objection; form.

THE WITNESS: Not at the moment.

MR. HOFFMAN: Asked and answered.

MR. BRIGGS: Okay.

Q. Are there any other competitors to you and Quasar in the bicolor market today?

A. There's Source Maker.

Q. Source Maker.

And when did they start making products?

A. I don't recall.
Q. Anybody else?
A. Digital Sputnik.
Q. I'm sorry. Did you say Digital Sputnik?
A. Yes.
I believe David Hoffman sent them cease and desist letters.
Q. For bicolor?
A. I don't recall.
Q. Any other bicolor T12 manufacturers?
A. I don't remember them all.
Q. Did you receive a response from Digital Sputnik on your cease and desist letter?
A. I don't remember.
Q. Did you send Source Maker a cease and desist letter?
A. Yes.
Q. Okay. Did you receive a response from them?
A. I don't recall.
Q. Were these letters last year?
A. Probably over... I don't know. It's been a long time.
Q. Have you sent any other cease and desist letters for the bicolor LED tubes besides Source Maker,

QUASAR SCIENCE LLC EXHIBIT 1023, Page 266 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Digital Sputnik, and Quasar?

A. I believe David sent it to the studios as well.

Q. Okay. But in terms of competitors in the bicolor T12 LED market, it's you, Source Maker, Digital Sputnik and Quasar?

A. Ari. Astera.

MR. BRIGGS: Astera.

Q. I thought I mentioned Astera but you said that they not...

A. They're not on my radar.

Q. But they are in the bicolor LED tube market?

A. Not that I know of.

Q. Then why did you mention it?

A. Because you did.

Q. So let me just re-ask my question because I'm not trying to be confusing here.

I said besides Source Maker, Digital Sputnik and yourself and Quasar, are there any other competitors in the bicolor T12 LED market?

A. In the bicolor, I don't think... I don't believe Astera falls in that. But I know for a fact Quasar, Source Maker and Digital Sputnik, I believe, fall in that category.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 267 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Okay.

Q. So in Paragraph 31 of your declaration, on Page 15, it says:

"Since there are not that many large studios and at that time (2013/2014 to the beginning of 2017) mainly only the one competitor Quasar..."

Do you see that?

A. Yes.

Q. So are you saying there were no other people making bicolor tubes from 2013 to 2017?

A. Yes, I believe so.

None that I knew of.

Q. So I'm gonna ask you again what your definition of your market is for your analysis here.

Is your market only bicolor T12 LED tubes for the analysis that you did here for the 24,000 to 27,000 units?

MR. HOFFMAN: Objection to form.

THE WITNESS: Yes.

MR. BRIGGS: So then could you go and read Paragraph 32 of your declaration.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

///

BY MR. BRIGGS:

Q. Can you walk me through how you get to a $150 figure.

A. Averaging out the one, the twos, the fours and the eights. Those are the sales.

Q. Those are feet?

A. Feet, yeah.

Q. For T12?

A. Yes.

The four foots are the most popular. The eight foots are second. And the twos, third.

Q. And then one's the last?

A. Yes.

So you average it out.

MR. BRIGGS: Okay.

Q. So could you go one paragraph into 31 in the middle of the page. It says:

Those customers and purchasing agents would ask Colt to beat Quasar pricing.

Do you see that?

A. Yes.

Q. Which customers?

A. I had a few. Barbizon.

Q. How do you spell that?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 269 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. As it sounds. B-a-r-b-i-z-o-n.
Q. Who are they?
A. They're a... I don't even know what they do. They just sell studio lighting equipment.
Q. Okay. That's one customer? Or is that a purchasing agent?
A. It's a customer. It's a purchasing agent -- or -- customer. Whatever you want to call it.
Q. Is there a difference in this sentence between customers and purchasing agents?
A. The customer is probably Barbizon. And the purchasing agent is the guy that's calling up to solicit the purchase.
Q. Okay. So who at Barbizon are you dealing with?
A. Just random people would call.
Q. Any other customers that would call and ask Colt to beat the price?
A. MBS. Manhattan Beach Studios.
Q. And who was that calling you?
A. It was always someone different.
Q. Okay. Who else?
A. (NO AUDIBLE RESPONSE)
Q. Asking you to beat Quasar pricing.
A. I don't recall.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 270 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. So Barbizon and MBS. Those are the two customers that you can recall today?
A. Yes.
Q. And the purchasing --
A. I didn't answer all those calls. Sara did.
Q. Sara Theele? Your wife?
A. Yes.
MR. BRIGGS: Okay.
So then could you read Paragraph 33 of your declaration, which is on the very next page, 16.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. BRIGGS:
Q. So the last sentence says:
Those sales are not included in the above conservative estimate through the end of 2018.
Do you see that?
A. Yes.
Q. Why not?
A. Everything was shut down, I believe, or starting to slow down. Everything was on... There was a lot of stuff going on, I believe.
Q. So the analysis above was through the end

of 2018, and then there's no analysis after 2018.

Is that right?

A. Yes.

MR. BRIGGS: Okay.

So why don't we go to Page 23 or -- I'm sorry -- Paragraph 23 of your declaration, which is on Page 10.

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So it says: "As early as 2014 i became aware of Quasar Science's bicolor tubular LED lights..."

Do you see that?

A. Yes.

Q. It says: "I was at a trade show in or about October 2014 where Quasar Science was displaying its copy..."

Do you see that?

A. Yes.

Q. What trade show?

A. It would have either been Cine Gear or Las Vegas.

Q. Cine Gear or Las Vegas. Okay.

And they... Where is Cine Gear held at?

A. Cine Gear's held at Paramount.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 272 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. At Paramount.
And what's the show in Las Vegas called?
A. I don't recall.
Q. Do they still have it today?
A. Yes.
Q. Was M-A-B at that show?
A. Who?
Q. N-A-B?
A. (NO AUDIBLE RESPONSE)
Q. Do you know what N-A-B is?
A. "NAB"?
Q. Yeah.
A. No.
Something to do with a broadcast or something like that. But, no.
Q. Continuing on in Paragraph 23, it says: "... where I met its co-owner Ray Gonzalez."
You met Ray in 2014; is that correct?
A. I believe so.
Q. Why do you think it was Ray Gonzalez?
A. His signature baseball cap. And I know I've seen him in photos, and I knew it was him. He introduced himself.
Q. Okay. So then in the next paragraph you

say:

"In early 2018 I sought further proof of the copying."

Do you see that?

A. Yes.

Q. Why did you wait from October 2014 to early 2018 to seek further proof of copying?

MR. HOFFMAN: Objection; form. Foundation.

MR. BRIGGS: You can answer.

THE WITNESS: I think the lawyers asked me to see if I could find further proof of copying.

BY MR. BRIGGS:

Q. Is it fair that between October 2014 and early 2018 you did not seek further proof of copying?

A. No.

Q. Well, what did you do?

A. I don't recall.

Q. So you don't recall whether you sought further proof of copying between October 2014 and early 2018?

MR. HOFFMAN: Objection; mischaracterization. Form. Foundation.

THE WITNESS: I remember there was photos given to me from the stages that were using the Quasar product at Warner Brothers. Photos taken through the elephant

QUASAR SCIENCE LLC EXHIBIT 1023, Page 274 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

bay doors. All the stages that were using the Quasar product. As well as, um, Fox.

BY MR. BRIGGS:

Q. Fox Studios?

A. Yes.

I mean, these stages are open sometimes with elephant bay doors and you can see the equipment that's being rigged. I think we have photographs of all of them. You have them, David.

Q. But in Paragraph 24 it starts:

"In early 2018 I sought further proof of copying"; right?

A. Yes.

Q. And then it goes on to say: "I used Panjiva.com..."

A. Yes.

Q. What is that?

A. It's a logistics company website where you can look up manufacturers of where they import from.

Q. And it says the manufacturer was a Chinese company called Laysion; right?

A. Yes.

Q. And Laysion, I guess, was making tubes for Quasar at that time? Is that what you're saying here?

A. Yes, they were making tubes for Quasar.
Q. So then it says: I asked Alex Su, my independent quality control agent, to contact Laysion.
Is that right?
A. That's correct.
Q. And Alex did so?
A. Yes, he did.
Q. And then it says:
"He set up a meeting with Mr. Zhang of Laysion in China where Mr. Zhang lives and works."
That's what it says; right?
A. Yes.
Q. And then it says:
"I met Mr. Zhang in the winter of 2018 at the Laysion factory in China."
Correct?
A. Yes.
Q. Does Mr. Zhang own Laysion?
A. No, he does not.
MR. BRIGGS: He does not.
Q. When was the first time you met Mr. Zhang?
A. The first time Alex Su set up the appointment. I don't remember the exact date.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 276 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Early... I think it says in early 2018.

Q. We'll look at Mr. Zhang's declaration in a minute. You say "I met him in the winter of 2018." But there's documents showing August 2018. So I don't know why you're saying winter of 2018. That's my question.

When do you think you first met Mr. Zhang?

A. I don't remember.

MR. HOFFMAN: Objection to form. Foundation.

THE WITNESS: I don't remember the exact date.

I could check my passport.

MR. BRIGGS: That's all right.

Q. So if you could go to Paragraph 27 of your declaration, which is on Page 14, it says:

"As a result of the meeting with Mr. Zhang, I corresponded with him in and about August 2018..."

Do you see that?

A. Yes.

Q. So did you meet him before August of 2018?

A. I don't recall.

Q. But no later than August of 2018?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 277 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. Okay. "... and I received from him his signed declaration (Exhibit 2036n)..."
Do you see that?
A. Yes.
MR. BRIGGS: Let's look at 2036.
Q. So at the top of Exhibit 2036 do you see a stamp called "LAYSION"?
A. Yes.
Q. Is that the logo for Laysion?
A. Yes.
Q. How do you know that?
A. I've seen it at their manufacturer.
Q. Okay. And below that it says: "I, Mr. Zhang Ya Jun..."
Do you see that?
A. Yes.
Q. "... state that the following information is true to my own knowledge."
Do you see that?
A. Yes.
Q. It says: "I am the owner of Laysion."
A. Right.
Q. Is he the owner or is he not the owner?
A. I don't know.
Q. What do you mean you don't know? He says

he's the owner here.

A. I found out at a later date that he wasn't.

Q. So he wasn't telling the truth here?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: Regarding being an owner?

MR. BRIGGS: Right.

THE WITNESS: I'm not sure.

MR. BRIGGS: Okay.

Q. Is Laysion located in Donguan City of China?

A. Yes.

Q. It says: "My company designs and manufacturers LED lights." So he again says "my company."

How do you know it's not his company?

A. I just recently found that out.

Q. Yeah, but how?

A. He owns shares or something like that. He owns shares or something. I just recently found that out.

At the time that he wrote this, he was an owner.

Q. An owner. Okay.

A. Yes.

Q. But not the owner?
A. I wouldn't know that.
Q. Okay. The next sentence says:
"In approximately 2013, I met a man I know as Ray Gonzalez..."
Do you see that?
A. Yes.
Q. Do you believe that to be true?
A. Yes.
Q. You think Mr. Zhang met Mr. Gonzalez in 2013.
A. Yes.
MR. BRIGGS: Okay. Let's look at Exhibit 2079.
So, Mr. Macias, I've handed you a document, 2079. It says Videotaped Deposition of Zhang Ya Jun, taken on Friday, October 12, 2018.
Q. Do you see that?
A. Yes.
Q. Did you attend this deposition?
A. Yes, I did.
Q. Okay. So can you please turn to Page 32 of this document, and go to Line 22. It says:
"Have you ever communicated with Steven Strong"; right?
A. Um-hmm.

Q. It says "No"; correct?
A. Um-hmm.
Q. Question to Mr. Zhang: "Have you ever communicated with a gentleman by the name of Ray Gonzalez?"
The answer on the next page is: "No."
A. Okay.
Q. So I've got a declaration saying he met Ray Gonzalez in 2013, and then I have sworn testimony in 2018 saying he's never met Ray Gonzalez.
Which one's true?
MR. HOFFMAN: Objection to form.
THE WITNESS: That's something you have to ask Zhang.
MR. BRIGGS: I would love to.
Q. Can you present him for us?
MR. HOFFMAN: Objection; argumentative.
THE WITNESS: I tried it.
BY MR. BRIGGS:
Q. We've asked your counsel to present Mr. Zhang for deposition testimony. Did you know that?
A. And I asked my attorney to see if he can get ahold of him as well.
Q. And your answer is?
A. He hasn't responded.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 281 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. BRIGGS: Yeah, we would love to ask Mr. Zhang a lot of questions. If you can get in touch with him and put him in touch with us, that would be great.

Q. So you don't know which one is true; whether he met Ray Gonzalez or didn't meet Ray Gonzalez?

MR. HOFFMAN: Objection; asked and answered. Form. Foundation.

THE WITNESS: I would not know.

BY MR. BRIGGS:

Q. So that's the second thing in the Zhang declaration that we don't know whether it's true or not; correct?

MR. HOFFMAN: Objection to form.

THE WITNESS: The second thing?

BY MR. BRIGGS:

Q. So in Exhibit 2036, the Zhang declaration, he says:

"In approximately 2013, I met a man I know as Ray Gonzalez."

A. Okay.

Q. And you don't know whether that's true or not. He swore in this deposition, in October, he doesn't know Ray Gonzalez.

A. Some people forget. Maybe if he sees him it will refresh his memory.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 282 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

There's one thing that doesn't lie is the wire transfers to Quasar -- I mean -- to Laysion from Quasar to Zhang. The United States Homeland Security documentation of bringing goods imported from Zhang's company to Quasar. The We Chat correspondence. The e-mails. I mean, it goes on and on.

I mean, how would you get around that? It went to Zhang.

MR. BRIGGS: Are you done?

THE WITNESS: Not yet. I can go on.

BY MR. BRIGGS:

Q. No. I'm asking about Zhang's declaration.

A. Okay. I don't know. I don't know why he answered this way.

Q. Because your counsel has presented this document as being the truth. And now we have two things in the very first two sentences, and we don't even know whether they're true or not.

MR. HOFFMAN: Objection; form. Foundation. Harassment.

THE WITNESS: He had a translator there. He was under a tremendous amount of pressure. I don't know why he answered that way.

MR. BRIGGS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 283 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: You guys should have cross examined him at the time. He was there. You had counsel. They had counsel. You guys weren't there, but they could have cross examined him on the spot. They didn't.

MR. BRIGGS: Are you done?

THE WITNESS: Well, I'm saying why didn't they cross examine him?

BY MR. BRIGGS:

Q. Line 3: "Mr. Gonzalez had a lighting tube T-12 bi-color with the name Colt on the end with company logo."

Correct? That's what it says?

A. On where?

Q. Zhang declaration, Exhibit 2036, Line 3. The single page.

A. Oh, the single.

You're going back to this?

Q. Yes.

Line 3: "Mr. Gonzalez..."

A. I thought these were both declarations.

Q. One's a deposition transcript. The other one's a declaration.

A. Oh, okay.

Q. Line 3: "Mr. Gonzalez had a lighting tube..."

Do you see that?

A. Yes.

Q. But if Mr. Gonzalez was never there, he could not have had a lighting tube; correct?

MR. HOFFMAN: Objection to form.

THE WITNESS: I can't answer that for him.

BY MR. BRIGGS:

Q. Number 4: "Mr. Gonzalez asked me if I could duplicate a tube."

Do you see that?

A. Yes.

Q. Again, if Mr. Gonzalez is there, how could he have duplicated a tube or asked Zhang to duplicate a tube?

MR. HOFFMAN: Objection to form.

THE WITNESS: He must have had the names confused. I wouldn't know.

It had to be a Quasar primary. He must have the names confused.

MR. BRIGGS: I think everything in this declaration is confused.

THE WITNESS: I do not.

MR. BRIGGS: Everything.

THE WITNESS: The We Chats, are they confusing? The e-mails, are they confusing?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 285 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. This is the only evidence your counsel has submitted of record in support of the copying. This is the only thing.

MR. HOFFMAN: Objection to form. And mischaracterization.

BY MR. BRIGGS:

Q. Number 5: "I also duplicated Colt LED color tube for Quasar that is currently a patent application."

Do you see that?

A. Yes.

Q. Why would Mr. Zhang say anything about a patent application?

MR. HOFFMAN: Objection; form.

THE WITNESS: I told him everything that he was doing for Quasar had patents.

BY MR. BRIGGS:

Q. Did you write this declaration for him?

A. I did not.

Q. Do you know who did?

A. No, I do not.

Q. How did you get a copy of this declaration?

A. It was in the... at the depo at the time.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 286 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. You think you got it during the deposition in October 2018?
A. Or before.
Q. Did you ask Mr. Zhang to sign this declaration?
A. I don't recall.
Q. Why would he sign a declaration about your patent application without you asking him to do it?
MR. HOFFMAN: Objection; form. Foundation.
THE WITNESS: I don't remember.
BY MR. BRIGGS:
Q. In August of 2018 was Laysion still doing business with Quasar?
A. I wouldn't know that.
MR. BRIGGS: We'll get back to that.
Q. After your visit to Laysion in August of 2018, did you start doing business with Laysion?
A. I did one. I did a transaction with them.
Q. About when?
A. I don't remember the exact date.
Q. You did one transaction with them?
A. At that time, yes.
Q. When you say "at that time" what do you mean?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 287 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. I don't remember the exact date, but I ended up ordering some fixtures or some plates from them.

Q. Okay. So we talked about this at the beginning. You're currently in a lawsuit or have been in a lawsuit with Mr. Zhang; is that right?

A. Yes.

Q. All right.

A. It's been resolved.

Q. When?

A. Last month, I think.

Q. It was resolved last month your dispute with Mr. Zhang?

A. Yes.

Q. Okay. As part of that lawsuit you both submitted declarations, did you not?

A. Yes.

MR. BRIGGS: Okay. So Exhibit 1040 I'll hand to you.

So this is Exhibit 1040, and it says Superior Court of the State of California. County of Los Angeles - Unlimited Civil Jurisdiction.

Q. Do you see that?

A. Yes.

Q. And the Plaintiff is Laysion, LLC;

QUASAR SCIENCE LLC EXHIBIT 1023, Page 288 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

correct?

A. Yes.

Q. And the Defendant is Guillermo Macias.

That's you; correct?

A. Yes.

Q. Okay. And at the bottom of Page 1 it says:

The following Declaration of Yajun Zhang is submitted in support of plaintiff Laysion's Summary Adjudication.

Do you see that?

A. (NO AUDIBLE RESPONSE)

Q. It's the bottom of Page 1.

A. Yes.

Q. This is a declaration of Yajun Zhang, as we can see when we move to Page 2; correct?

A. Yes.

Q. Do you want to summarize what the dispute is between Mr. Zhang and yourself?

A. He took it upon himself to send me equipment I didn't order.

Q. Why did he do that?

MR. HOFFMAN: Objection; form.

THE WITNESS: I can't answer that for him.

MR. BRIGGS: Can you please... I'm sorry. This

QUASAR SCIENCE LLC EXHIBIT 1023, Page 289 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

is not marked on every page for some reason.

So it's after Page 17. 18, 19... So Page 19 of Exhibit 1040. Please turn to that.

THE WITNESS: Say again?

MR. BRIGGS: Page 19. Unfortunately it's not stamped. I don't know why it's not stamped but it looks like this (INDICATING).

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Page 19 of Exhibit 1040, it says COLT LED in the top left-hand corner; correct?

A. Right.

Q. It says: "Attention: Yajun Zhang."

Correct?

A. Yes.

Q. Dated September 20 of 2018; right?

A. Yes.

Q. "Dear Mr. Zhang."

This is a letter from you.

A. No.

Q. It says: "Best regards, Guillermo Macias."

A. He sent this over to me.

Q. This has Colt LED.

A. Oh, no. Hold on a second. Because he

QUASAR SCIENCE LLC EXHIBIT 1023, Page 290 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

sent me a template, because he wanted to come visit, and he wanted me to put my logo on it. That's what this was.

Q. Can you just verify that that's your signature there on that page, please.

A. Oh. Yep, that's my signature.

MR. BRIGGS: Okay.

Q. And it says September 20 of 2018; correct?

A. Yes.

Q. And in the letter, you say:

"Dear Mr. Zhang. After visits to your factory twice and purchase of your products for over a year..."

A. Um-hmm.

Q. Did you start purchasing products from Laysion more than a year before September 20, 2018?

A. No.

Q. Why does it say that then?

A. He wrote this, and I just signed it for him.

Q. Why did you sign it for him?

A. He wanted to come visit. He was trying to get some kind of a visa to come visit in the USA or get a visa to come to the USA.

Q. Why did you agree to sign something that wasn't true?

A. Who says it's not true?

Q. You just did. You said: No, I have not purchased products from him for over a year.

A. Not for over a year, no.

Q. That's what I mean.

That's not true; correct?

MR. HOFFMAN: Objection; form. Characterization.

MR. BRIGGS: We can go back and look at the record.

Q. I asked: Is it true that you purchased your products for over a year?

A. Well, I don't know how long it's been since I purchased that one product. Was it within a year? Over a year? Did it take him a year to get it to me? I don't know.

Q. From September 20, 2018. For over a year. So that would have been September 20 of 2017.

A. That's the way you interpreted it. I didn't at the time.

Q. So then you say: "... I personally feel that your factory and your products are excellent.:

A. Yeah. This isn't my verbiage.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 292 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. He wrote that; correct?
A. Yes.
Q. And you signed it.
A. Yes.
Q. "Because of the tariff problem..."
What tariff problem?
A. I have no idea.
Q. And then shortly after this letter was signed, Mr. Zhang was here for a deposition; correct?
MR. HOFFMAN: Objection to form.
THE WITNESS: I don't recall when Zhang was here.
BY MR. BRIGGS:
Q. Why did you want Mr. Zhang to come visit?
MR. HOFFMAN: Objection; foundation.
THE WITNESS: I don't recall.
BY MR. BRIGGS:
Q. So you say: "... I hope you will come to the United States to have a deeper cooperation or to investigate the possibility of building a new factory in the United States"; correct?
A. I did not say. He wrote this.
Q. Is this to get Mr. Zhang a visa?
A. He was coming out here to visit and see factories as well during this time. He asked me to help

QUASAR SCIENCE LLC EXHIBIT 1023, Page 293 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

him out, and I helped him out.

But he wrote this. Zhang wrote it.

Q. Why would... I still don't understand why you would sign this if you knew it's false.

MR. HOFFMAN: Objection; asked and answered. Foundation.

THE WITNESS: I didn't know it was false. You're saying it's false. I didn't know it was false and I don't believe it's false.

I doing the guy a favor so he could get a visa to come and visit.

BY MR. BRIGGS:

Q. Did you read this before you signed it?

A. I did not.

MR. BRIGGS: Let's go to... Actually, can we take a break? I can keep going, but I need some water.

(WHEREUPON A RECESS WAS HELD
FROM 3:38 P.M. TO 3:43 P.M.)

MR. BRIGGS: Mr. Macias, this is Exhibit 1041 from that same state lawsuit we were talking about. And it says at the bottom: Declaration of Guillermo Macias.

Q. Do you see that?

A. Yes.

Q. And on the next page, it's got a whole declaration that you signed; is that correct?

QUASAR SCIENCE LLC EXHIBIT 1023, Page 294 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A. Yes.
Q. So if you look at Paragraph 10 of your declaration, Exhibit 1041, it looks like Laysion claims that you owed them $1 million for a total 500 units; correct?
A. Yes.
Q. And they delivered those 500 units to you; correct?
A. Yes.
Q. Did you sell those units?
A. Did I what?
Q. Sell them?
A. No.
MR. HOFFMAN: Objection; scope. Relevance.
BY MR. BRIGGS:
Q. What did you do with them?
MR. HOFFMAN: Objection; scope. Relevance.
THE WITNESS: They're at my warehouse.
BY MR. BRIGGS:
Q. Okay. So you still have all 500 units at your warehouse?
A. The software's corrupted.
MR. BRIGGS: Oh, okay.
Q. So down below there, you say: "Although, I had a good" -- in Paragraph 12, Line 26.

"Although, I had a good working relationship with Yajun on a prior project..."

Do you see that?

A. What page are you at?

Q. I'm on Page 3.

A. Okay.

Q. It's Paragraph 12, Line 26.

A. All right.

Q. It says: "Although, I had a good working relationship with Yajun..."

A. Yes.

Q. "... on a prior project..."

What prior project?

A. The plates that I just told you about. The fixtures.

Q. Can you tell me again? I'm not sure that I recall a discussion about plates or fixtures.

A. The very first purchase I did with Yajun was the fixtures.

Q. Oh, so these 500 units are different than those fixtures?

A. Yes.

Q. Oh, okay.

A. He delivered these without me asking for

QUASAR SCIENCE LLC EXHIBIT 1023, Page 296 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

them.

MR. BRIGGS: So I'm gonna show you Exhibit 2077 again. Can you please pull up Exhibit 2077. Sorry, it's a lot of paper. Can you just go to Page 2 of Exhibit 2077.

Q. When you say "the plates" do you mean these type of fixtures that are shown on Figure 2?

A. No.

Q. Okay. Did Mr. Zhang ever ship you fixtures of the style shown on Figure 2 or Page 2 of Exhibit 2077?

A. No.

MR. BRIGGS: Okay.

So we'll introduce another exhibit.

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1056 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. So, Mr. Macias, you have Exhibit 1056 in your hands; correct?

A. Yes.

Q. It says: Report Prepared For: Colt LED Lighting; correct?

A. Yes.

Q. And it's October 8, 2019 on the Issue

Date; right?

A. Yes.

Q. And it looks very similar to Exhibit 2077. It seems to be a report from Light Laboratory, Inc.; correct?

A. Yes.

Q. And if you turn the page, you'll see General Information again; correct?

A. Yes.

Q. It says Manufacturer: Colt LED lighting; correct?

A. Yes.

Q. And this one says Model SP-4. What's that?

A. Spacepan four pods.

Q. Is this what Mr. Zhang delivered as the 500 units?

A. Yes.

Q. Okay. And what does Spacepan pod four mean?

A. The four pods in the Spacepan. The LED pods.

Q. Oh, the white circles are each a pod?

A. Yes.

Q. And what surrounds those pods? Is that

like a housing or something?

MR. HOFFMAN: Objection; relevance. Form. Scope.

And this is related to an infringement claim your client has made against my client. And I don't think this is proper examination for this proceeding.

MR. MAGEE: That's not true, David. But if you're saying this is infringing, then...

MR. HOFFMAN: I'm not saying it's infringing. I'm not saying anything, whether it infringes or not.

I'm just saying your client made an allegation of infringement. And with respect to this product and the details of this product are not relevant to this action.

MR. MAGEE: That's not true, David, and you can't show me any document that says that. Because we didn't know about this product.

MR. HOFFMAN: That says what?

MR. MAGEE: We didn't know about this product until recently.

MR. HOFFMAN: Well, I'm gonna instruct him not to answer.

Because it's related to something unrelated to this proceeding. It's much more related to

QUASAR SCIENCE LLC EXHIBIT 1023, Page 299 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

something else.

MR. BRIGGS: I understood. I understand. But we have a dispute between Mr. Zhang and Mr. Macias. It goes to credibility for both parties. And I'm just asking which units were supplied by who and when.

MR. HOFFMAN: You've asked for structure of this unit, and the structure is not relevant.

MR. BRIGGS: I didn't ask for structure. I asked for the model number. And he said what the model number was, and then I asked what that meant. So I think we're good.

I'm moving on anyway.

MR. HOFFMAN: All right. Thank you.

MR. BRIGGS: All right. So let me just check if I have anything more on Exhibit 1041, which is your declaration from the state court action.

So the next exhibit I'm going to show you, Mr. Macias, is Exhibit 1038. And Exhibit 1038 at the top it says California Court of Appeals, Second District, Third Division.

Q. Do you see that?

A. Yes.

Q. And it says Laysion, LLC versus Macias; correct?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 300 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And then could you please just turn to Page 3 of that case. Which is from the California Court of Appeals. And on the left-hand side it says Defendants' Reply.

Do you see that?

A. Yes.

Q. Right below that it says:

"In reply, defendants" -- you -- "asserted Zhang's declaration was false."

Correct?

A. Which one?

Q. The declaration he put in to the state court proceeding.

A. I don't know which one specifically you're talking about.

Q. But you do agree that you argued his declaration was false.

A. The one that had to do with this case, yes.

Q. Okay. But not the other case. Where we don't even know whether Ray Gonzalez was there...

A. I can't speak for him about that.

MR. BRIGGS: Exactly. Nobody can. Let's move on.

Q. How well did you know Mr. Zhang in 2018?

MR. HOFFMAN: Objection; form.
THE WITNESS: Not very well.
MR. BRIGGS: Okay.
I'm going to need Fred Number... I think 7.
Please mark this one.
(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1057 TO THE DEPOSITION)
BY MR. BRIGGS:
Q. Mr. Macias, do you have Exhibit 1057 in front of you?
A. Yes.
Q. And it says United States Bankruptcy Court; correct?
A. Yes.
Q. And it says Sara Britt Theele; correct?
A. Yes.
Q. That's your wife?
A. No. Not at the time.
Q. Not at the time she wasn't your wife.
A. No.
MR. BRIGGS: Okay.
Q. So, Exhibit 1057...
When did she become your wife? Was it

QUASAR SCIENCE LLC EXHIBIT 1023, Page 302 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

six years ago? Is that true?

MR. HOFFMAN: Objection; form. Characterization.

THE WITNESS: I don't recall the exact date.

MR. MAGEE: She would be mad at you about that.

THE WITNESS: It's okay. With all this shit that's going on, I forget a lot.

BY MR. BRIGGS:

Q. All right. She's the debtor here, do you see that?

A. Yes.

Q. Name of Debtor.

MR. BRIGGS: Let's go to Page 13.

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So at the top of Page 13, you see Filed 11/13/2014? The date?

The very, very top.

A. Yes.

Q. Okay. So also Entered that day November 13, 2014.

Do you see that?

A. Yes.

Q. Okay. And this is Schedule B - Personal Property; correct?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 303 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. And it says: "the debtor owns Colt International Clothing, Inc. dba Colt LED"; correct?

A. Yes.

Q. So this makes an assertion that your girlfriend at the time owned Colt International Clothing, Inc.; correct?

A. Yes.

Q. And that's in 2014.

A. Yes.

Q. But we just saw in your declaration that you did $2 million in business -- or -- $200,000 in business in 2014 with Paramount; correct?

A. Yes.

Q. As Colt International Clothing, Inc. dba Colt LED; correct?

A. Yes.

Q. Why does this document say that she owns it if you're doing the business?

MR. HOFFMAN: Objection; foundation. Form.

THE WITNESS: She pulled the business license. She did the whole thing on... I forgot the name of the website --

MR. BRIGGS: Okay.

THE WITNESS: -- at the time.

///

QUASAR SCIENCE LLC EXHIBIT 1023, Page 304 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. So it says: "Debtor's boyfriend..."

Is that you?

A. Yes.

Q. "... owns a business providing set lighting to Paramount. All of the contracts and business assets are in the boyfriend's name, not in the name of this corporation."

Why does it say that?

MR. HOFFMAN: Objection; form.

THE WITNESS: I wouldn't know. I didn't write it.

BY MR. BRIGGS:

Q. You didn't write this.

Did you know that she filed this?

A. I knew she filed it.

Q. Did you read it before she filed it?

A. No.

Q. So your then girlfriend/now wife is saying that she owns the business. But all of the contracts and assets were in your name, not in the name of the corporation; correct?

MR. HOFFMAN: Objection form. Foundation.

THE WITNESS: I guess. I didn't write this.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 305 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. It says: "He had been using a bank account owned by the corporation to deposit checks, for tax purposes."

Correct?

A. That's what it says.

Q. Did you tell her that you were doing that?

MR. HOFFMAN: Objection; form. Foundation.

THE WITNESS: Yes.

BY MR. BRIGGS:

Q. So that's how she knew to put that statement in this document?

A. She did this herself.

Q. "He has now just set up his own corporation, and so he'll be running the business through his corporation instead of the Debtor's corporation."

Did you ever set up your own corporation?

A. Eventually I did, I believe.

Q. Was it the same Colt International Clothing, Inc. dba Colt LED?

A. Yes.

Q. After she declared bankruptcy?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 306 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. So same name. But after bankruptcy, before she is the owner and after you're the owner?

MR. HOFFMAN: Objection; confusing.

THE WITNESS: I don't remember.

BY MR. BRIGGS:

Q. So who owned the patents in 2014? Colt or you?

A. I don't know how David filed it.

I see Colt International on the patent.

Q. Do you recall signing a document, when you filed your patent applications, assigning the assets of the patent to Colt?

A. I don't recall.

MR. BRIGGS: So if you could please go to Page 14, which is the next page.

Q. So on that next page, 14, it's a continuation of Schedule B - Personal Property; correct?

A. Yes.

Q. And on the left-hand side it says: Type of Property.

Do you see that?

A. Yes.

Q. And then Number 22 says: "Patents, copyrights, and other intellectual property"?

A. Yes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 307 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Q. So in 2014... And it says NONE; correct?
A. (NO AUDIBLE RESPONSE)
Q. That X. Do you see that X?
A. Yes.
Q. If we follow that up, it says NONE?
MR. HOFFMAN: Objection; foundation.
BY MR. BRIGGS:
Q. But you see the X?
A. Yes.
Q. And if we followed that up, that means NONE; correct?
A. Yes.
Q. So in 2014, Colt did not have any patents that it owned; correct? Because she owned the business, and no patents are listed here; correct?
MR. HOFFMAN: Objection; form. Foundation.
THE WITNESS: That's a question for David Hoffman and my legal team.
BY MR. BRIGGS:
Q. So you don't know in 2014 whether Colt owned the patents or not.
MR. HOFFMAN: Objection; form. Foundation.
THE WITNESS: No.
MR. BRIGGS: Okay.
Q. Do you know when you ultimately, if you

ever have, put the patents in Colt's name?

A. I don't know.

Q. Okay.

A. You need to ask my lawyers.

MR. BRIGGS: Okay.

So could you go back to your declaration, 2068, at Paragraph 20, please.

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. So Paragraph 20 says:

"Approximately 90 percent or more of Colt's income in 2014 through 2016 was due to rental..."

Do you see that?

A. Yes.

Q. "This amounted to a total of about $2,000,000 for that initial three-year period"; correct?

A. That's what... That's what it says.

MR. HOFFMAN: Objection; asked and answered.

THE WITNESS: Oh, about $2 million.

BY MR. BRIGGS:

Q. When you say "Colt's income in 2014" are you talking about the Colt that your wife owned or a different Colt?

MR. HOFFMAN: Objection; legal conclusion. Foundation.

THE WITNESS: Colt LED.

I think she was under Colt International.

MR. HOFFMAN: Going back to --

THE WITNESS: Does it say Colt LED on there dba?

No, on the document. The BK.

MR. BRIGGS: I know. But for purposes of this, you need to verify it yourself. So can you go to that.

So Exhibit 1057, Page 13, it says the Debtor owns Colt International Clothing, Inc. dba Colt LED.

So it says exactly what I keep saying at the beginning of the deposition today, that they're one entity.

Q. So my question is: When you say approximately 90 percent or more of Colt's income in 2014 through 2016, yet she owns Colt in 2014, how is that income being accounted for?

MR. HOFFMAN: Objection; foundation. Form.

THE WITNESS: I don't remember.

MR. BRIGGS: All right. So I'm gonna go back to Macias or -- excuse me -- to Zhang.

Mr. Macias, please go back to your declaration, at Page 12, and just read Paragraph 26 and

QUASAR SCIENCE LLC EXHIBIT 1023, Page 310 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

let me know when you're ready.

THE WITNESS: 26?

MR. BRIGGS: Correct.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. BRIGGS:

Q. This says: I know the LED lights shown in the above photos were Colt's Bicolor because I recognize...

Do you see that?

A. Yes.

Q. And then you have a series of four characteristics; correct?

The end caps are black is a.?

A. (NO AUDIBLE RESPONSE)

Q. Here, a. starts with that; correct?

A. Yes.

Q. And then b. the checkerboard three-row layout; correct?

A. Yes.

Q. Then c. the little black round push button.

Do you see that?

A. Yes.

Q. And then the visible -- d. -- the visible

QUASAR SCIENCE LLC EXHIBIT 1023, Page 311 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

circuitry.

Do you see that?

A. Yes.

Q. These are the only distinguishing features that you can find for this product?

Isn't it possible that other end caps are black?

MR. HOFFMAN: Objection; compound. Form and foundation.

MR. BRIGGS: Let me ask another question.

Q. It says a. then caps are black; correct?

A. The push button, that even Todd was talking about. No one had that. I was the only one with a push button. It's to switch between daylight and tungsten. It didn't exist before.

MR. BRIGGS: Okay.

Q. This relates to the bicolor product; correct?

A. Yes.

Q. But you don't have any document showing the RGBAW; correct?

A. Not that I know of.

MR. BRIGGS: Okay.

All right. Fred 6, please.

///

(THE DOCUMENT REFERRED TO WAS IDENTIFIED AND WAS MARKED AS EXHIBIT 1058 TO THE DEPOSITION)

BY MR. BRIGGS:

Q. Mr. Macias, do you recognize this document, 1058?

A. Yes.

Q. It says Defendant Guillermo Macias also known as Memo; correct?

A. Yes.

MR. BRIGGS: If we go to Page 2... Actually, let's do Page 12. Sorry. Page 12. It's not stamped yet. I will tell you the docket number.

MR. HOFFMAN: I just have an objection to this document under FRE-689 and FRE-01 through 403.

MR. BRIGGS: So can you go to docket order entry 144. I wish I could tell you what page it is but I have to do it manually.

MR. HOFFMAN: And, sorry, also it's not certified.

MR. BRIGGS: Understood.

MR. HOFFMAN: I'm sorry. Which page?

MR. BRIGGS: I'm getting there.

It looks like it's Page 8.

THE WITNESS: Okay.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 313 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

BY MR. BRIGGS:

Q. So docket entry 144. Do you see it?

A. I see Page 8.

Q. It says: MINUTES OF Change of Plea Hearing held before Judge Percy Anderson as to Defendant Guillermo Macias.

A. I don't know where you see that.

It's Page 8?

(DOCUMENT IS REVIEWED)

A. 144?

Q. 144.

A. There it is. Okay.

Q. So it says: Court questions defendant regarding the plea. The plea is accepted. Defendant now enters a new and different plea of guilty to Count Four.

Do you see that?

A. Yes.

Q. What was Count Four?

A. I have no idea. I don't remember.

Q. Did it have to do with anything with possession with the intent to distribute marijuana?

A. Yes.

And it's already done. It's over. It's old news.

Q. I understand.
A. It's legal now.
Q. I understand.
A. Yeah.
Q. But if we go to Page 13...
MR. HOFFMAN: Sorry. I should have objected to that question, too. 609, 401 through 403, Federal Rules of Evidence.
MR. BRIGGS: David, if you just want to have a standing objection to this.
MR. HOFFMAN: On this basis?
MR. BRIGGS: Yes.
MR. HOFFMAN: And harassment. Yes. I'll have a standing objection to all questioning regarding this subject and this document.
MR. BRIGGS: This is for impeachment purposes.
So if you could go to Page 13, please. And there's Docket Number 283.
Q. Do you see that?
A. Yes.
Q. It says ORDER RE RETURN OF DEFENDANT'S PASSPORT. It's the very bottom of Page 13.
A. Yes.
Q. And at the bottom of that, it says: Is GRANTED. Defendant's passport shall return to

QUASAR SCIENCE LLC EXHIBIT 1023, Page 315 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

defendant's common-law wife, Sara Theele.

So this document says she was your wife; correct?

MR. HOFFMAN: Objection; foundation. Legal conclusion. Plus the other standing objection.

BY MR. BRIGGS:

Q. As of 2011; correct?

A. Yes.

Q. Was she your wife in 2011?

A. No.

MR. BRIGGS: Okay.

THE WITNESS: You can get out the next day nowadays for this.

MR. BRIGGS: I'm sorry?

THE WITNESS: People get out the next day now for something like this. I should have started a dispensary.

BY MR. BRIGGS:

Q. So are you aware that other declarants have put declarations in on your behalf in this IPR proceeding other than the ones we've talked about today?

For instance, do you know a Mr. Kevin Baxter?

A. No.

Q. Okay. And since you don't know Mr. Kevin

Baxter, I'm assuming he has no financial interest in Colt?

A. No.

MR. BRIGGS: Okay.

Q. Do you know a Mr. Ken Fisher?

A. Not personally.

Q. Not personally, but do you know him?

A. No.

Q. Okay. Why did you say "Not personally"?

A. Because you asked do I know him, and I said: Not personally. I don't know him.

MR. BRIGGS: Okay.

Q. Do you know Bruce Finn?

A. No.

MR. BRIGGS: Let me circle back with my counsel, and I may be done, but I'm just gonna chat with him for a few minutes.

Let's go off the record, please.

(WHEREUPON A RECESS WAS HELD FROM 4:12 P.M. TO 4:18 P.M.)

MR. BRIGGS: Mr. Macias, Petitioner has no further questions.

MR. HOFFMAN: Okay. Patent Owner is going to have some Redirect. I would like to do a short break, maybe five to ten minutes. Probably ten minutes.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 317 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Also I'd just at this point in time ask that the transcript be marked Confidential - Protective Order Material.

(WHEREUPON A RECESS WAS HELD FROM 4:18 P.M. TO 4:29 P.M.)

MR. HOFFMAN: Okay.

EXAMINATION

BY MR. HOFFMAN:

Q. Mr. Macias, you had some answers earlier regarding a company called MES.

Do you remember that?

A. Yes.

MR. BRIGGS: Objection to form.

BY MR. HOFFMAN:

Q. And did MES ever... always have the same name?

MR. BRIGGS: Objection to form.

THE WITNESS: No.

BY MR. HOFFMAN:

Q. When you were building your prototypes, were you able to order LEDs from manufacturers for CRI above 90?

MR. BRIGGS: Objection to form; leading.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 318 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

THE WITNESS: Yes.
BY MR. HOFFMAN:
Q. How did... Let me show you your provisional application.
Do you have that exhibit?
MR. BRIGGS: For the record, it's 2123.
MR. HOFFMAN: So I just want to direct your attention, Mr. Macias, to Page 8 of Exhibit 2123, and the paragraph that begins... the second paragraph begins: "In a most preferred embodiment..."
It's the exhibit Page 8, so that's the black number at the bottom right. Exhibit Page 8. It's Page 5 of the provisional. And it's the second paragraph on the page, beginning: "In a most preferred embodiment..."
THE WITNESS: Got it.
MR. HOFFMAN: Can you take a moment to read that sentence to yourself or that paragraph to yourself.
(WITNESS COMPLIES WITH REQUEST)
THE WITNESS: Okay.
BY MR. HOFFMAN:
Q. Now, you said:
"... because LED manufacturing quality varies greatly, LEDs are first tested and then placed in the array if

QUASAR SCIENCE LLC EXHIBIT 1023, Page 319 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

they meet the specifications sufficient to produce sufficient light from each color light type (type 1 or type 2) of the LED bulb device."

Do you see that?

MR. BRIGGS: Objection to form.

THE WITNESS: You lost me there. Where are we at?

MR. HOFFMAN: In that same paragraph. That second paragraph.

THE WITNESS: Okay.

MR. HOFFMAN: And I'm starting -- well -- the paragraph starts out: "In a most preferred embodiment..."

Q. Right? Do you see that?

A. Yes.

MR. HOFFMAN: Okay.

Q. And then it goes on to say:

"... because LED manufacturing quality varies greatly, LEDs are first tested and then placed in the array if they meet the specifications sufficient to produce sufficient light from each color light type (type 1 or type 2) of the LED bulb device."

A. Yes. I see it.
Q. Did you use that process in creating your prototype to get the LEDs you wanted?
MR. BRIGGS: Objection to form; leading.
THE WITNESS: Yes.
MR. HOFFMAN: All right. Let me re-ask that.
Q. What process did you use to get LEDs that met specifications sufficient to produce sufficient light?
A. We would test them --
MR. BRIGGS: Same objection.
THE WITNESS: -- one by one.
BY MR. HOFFMAN:
Q. So did you get LEDs by ordering them from the manufacturer?
A. Yes.
Q. And then you would test them in accordance with this paragraph.
MR. BRIGGS: Objection to form; leading.
THE WITNESS: Yes.
BY MR. HOFFMAN:
Q. Once you got the LEDs from the manufacturer, did you test them in accordance with this paragraph as is stated here?
MR. BRIGGS: Same objection.

THE WITNESS: Yes.

MR. HOFFMAN: All right. I'll ask you another way.

Q. Once you got the LEDs from the manufacturer, what further testing, if any, did you do?

MR. BRIGGS: Same objection, because the witness has already been led.

THE WITNESS: We tested them one by one.

MR. HOFFMAN: Okay.

MR. BRIGGS: Mr. Hoffman, your client probably shouldn't be on the phone during this.

THE WITNESS: I'm texting my kid.

MR. BRIGGS: I understand.

BY MR. HOFFMAN:

Q. Okay. So there was a question earlier about light output with a milky cover versus a clear cover.

Do you remember that?

A. Yes.

Q. Now, let me ask you: Do the chips, regardless of the cover, do the LED chips put out the same light regardless of the cover?

MR. BRIGGS: Objection to form; leading.

THE WITNESS: Yes.

///

BY MR. HOFFMAN:

Q. Did you get as much light out of the luminaire with a milky cover as you did with a clear cover?

MR. BRIGGS: Objection to form.

THE WITNESS: There was a small difference if you put the milky cover on it as opposed to the clear. There's a small difference.

BY MR. HOFFMAN:

Q. And then how did you detect that difference?

A. Through testing. We have some tubes with clear covers.

Q. Can you describe any diffusion qualities of the clear covers you used?

A. It was a larger spread.

Q. What do you mean by "larger spread"?

A. With the clear cover, the light would spread wider than with the diffuser. The diffuser would be soft lumens.

Q. You know, when you tested your product with a diffusion cover, how would the heat problems, if any, compare to testing the product without a cover?

MR. BRIGGS: Objection to form.

THE WITNESS: With a cover, it gets a lot hotter.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 323 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

MR. HOFFMAN: Okay. I want to direct your attention to Exhibit 2068. And that's your declaration in the IPR, and then specifically, the IPR ending in 613. And to Paragraph 30, which is on Page 14. Yeah, Page 14. Yes. Page 14.

I want you to take a moment just to read the first sentence there, which is about six lines long.

(WITNESS COMPLIES WITH REQUEST)

THE WITNESS: Okay.

BY MR. HOFFMAN:

Q. Now, does that, Mr. Macias, refresh your recollection in terms of the companies that purchased lights from Quasar as opposed to from your company?

MR. BRIGGS: Objection to form.

THE WITNESS: Yes.

BY MR. HOFFMAN:

Q. What are the companies that purchased lights from Quasar that purchased them instead of your company?

MR. BRIGGS: Objection to form.

THE WITNESS: Manhattan Beach Studios. Warner Brothers. Sony. Dadco. Walt Disney. 20th Century Fox. The Culver Studios. And Barbizon.

MR. HOFFMAN: Okay.

Q. And I believe you testified earlier about

QUASAR SCIENCE LLC EXHIBIT 1023, Page 324 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

being made aware of sales that Quasar Science had made to studios through personnel at studios telling you about those sales.

MR. BRIGGS: Objection to form.

BY MR. HOFFMAN:

Q. Is that correct?

A. Yes.

Q. Okay. So given that background, is that statement accurate for this first sentence of Paragraph 30?

MR. BRIGGS: Objection to form.

THE WITNESS: Yes.

MR. HOFFMAN: Okay. I have nothing further.

MR. BRIGGS: Okay. I have a couple questions.

EXAMINATION

BY MR. BRIGGS:

Q. So Mr. Hoffman started your redirect by asking you about MES.

Do you remember that?

A. Yes.

Q. What was he referring to?

A. Municipal Energy Solutions.

Q. And he said has Municipal Energy

Solutions always had the same name; correct?
A. Yes.
Q. And you said "No"; correct?
A. Yes.
Q. What other names is MES known by?
A. They started off as Pouch Depot.
Q. Pouch? P-o-u-c-h?
A. Yes.
Q. Depot? D-e-p-o-t?
A. Yes.
Q. Anything else?
A. No.
Q. So, MES, two names. Pouch Depot was their first name and then Municipal Energy Systems was their second name?
A. Yes.
MR. BRIGGS: Okay.
Q. So then later on, Mr. Hoffman asked you about light output on clear versus milky.
Do you remember that?
A. Yes.
Q. And you said there's small differences?
A. Yes.
Q. What are those small differences?
A. It's minimal. I mean, a clear lens would

QUASAR SCIENCE LLC EXHIBIT 1023, Page 326 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

give a little bit more lumens as opposed to the milky lens.

Yeah. It's... That's it.

Q. Okay. So, small. When you said "small differences" were you referring to a lumen output or something else?

A. Lumen output.

MR. BRIGGS: Okay.

Q. And you also said that a clear cover had a larger spread; correct?

A. Yes.

Q. And a milky cover would have not as large a spread as a clear then; correct?

A. Yes.

Q. How is spread tested?

A. They usually put it against the wall and you can see it.

Q. So "they" being the testing person mounts it to a wall?

A. The gaffers will do camera tests and they'll just place it against the wall to see which foot candles on which spread it would have.

Q. Against like a black tarp or something like that, or a black cape?

A. Something like that.

QUASAR SCIENCE LLC EXHIBIT 1023, Page 327 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

The stages are so large, they put it up against the wall on the stages.

MR. BRIGGS: Okay.

Q. And then the last questions Mr. Hoffman asked you about was Paragraph 30 of your Exhibit 2068; correct?

A. Yes.

Q. And that was about the companies listed in your first sentence of your Paragraph 30; correct?

A. Yes.

Q. And your answer was you read off all of the companies listed in your paragraph; correct?

A. To refresh my memory, yes.

Q. But when I was asking on cross examination, I said: Do you know any... Can you recall any names of the people at those companies.

Do you remember that?

A. Yes, I did.

Q. Can you recall any names of the people at those companies?

A. I cannot.

MR. BRIGGS: Okay.

Q. Do you have any evidence supporting, other than your memory, that these companies listed in the first sentence of Paragraph 30 were sold to Quasar?

MR. HOFFMAN: Objection; asked and answered.
THE WITNESS: Not at the moment. No.
MR. BRIGGS: It's Recross.
I have no further questions.
THE REPORTER: Would you like to order a certified copy?
MR. HOFFMAN: No.

(AT THE HOUR OF 4:46 P.M.
THE DEPOSITION WAS ADJOURNED)

QUASAR SCIENCE LLC EXHIBIT 1023, Page 329 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Reporter's Certificate

of

Certified Shorthand Reporter

* * * * * * *

I, the undersigned Certified Shorthand Reporter, in and for the State of California, do hereby certify: That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me; that the testimony of the witness and all objections at the time of the proceedings were recorded stenographically by me and were thereafter transcribed under my direction; that the foregoing is a true record of the testimony and of all objections made at the time of the proceedings.

In witness whereof, I have subscribed my name on:

DATE: May 6th, 2024

_____

KIMBERLY WILDISH, CSR NO. 8078

QUASAR SCIENCE LLC EXHIBIT 1023, Page 330 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

* * *

I, declare under penalty of perjury that the foregoing is an accurate transcription of my testimony under the laws of the State of California, executed on the _____ day of _____ ,_____.

_____

Guillermo Macias

E R R A T A S H E E T

Name of Case: Quasar Science vs Colt International

Date of Deposition: Friday, May 3, 2024

Name of Witness: Guillermo Macias

Reason Codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Page _____ Line _____ Reason _____

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Page _____ Line _____ Reason _____

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Guillermo Macias

QUASAR SCIENCE LLC EXHIBIT 1023, Page 332 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

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Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

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Guillermo Macias

QUASAR SCIENCE LLC EXHIBIT 1023, Page 333 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

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Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

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Guillermo Macias

QUASAR SCIENCE LLC EXHIBIT 1023, Page 334 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

A
A.M 2:1 9:2 72:15,15 118:12,12 154:23,23 165:6
able 92:24 122:15 145:21 318:23
Absolutely 135:1
AC 136:24
acceptable 100:16 108:14 108:16 122:16 138:6
accepted 71:18 314:14
Accessories 51:2
accidently 20:2
account 23:7 234:1 236:5 243:3 247:14 306:3
accountant 38:16 38:17
accounted 310:19
accounts 21:20 22:22 23:3
accurate 213:24 325:9 331:6
accurately 11:22 16:14,18
achieve 237:9 239:18
acquainted 69:19 70:6 80:11
acronym 216:14
action 63:3 299:15 300:16
activities 73:11
actual 17:14 103:25 104:11 111:18 199:21 201:13 227:16 249:21,25 250:12
Add 246:5
adding 222:19
additional 244:2 244:17
additionally 91:7
address 39:3,4,6 39:7 40:18,21 188:8,10,24
ADJOURNED 329:10
Adjudication 6:6 6:10 289:10
adjust 150:8
adjustment 236:14
aerospace 200:2 200:3
agent 151:14,20 188:25 249:20 270:6,8,12 276:3
agents 269:19 270:10
ago 13:20 16:5 80:16 210:22 219:13,14 303:1
agree 73:18 74:4 85:5 92:5 102:15 103:1 106:19 126:17 231:6 232:1,23 233:3 234:16 244:9 292:1 301:16
agreed 155:25 258:15
agrees 258:5
ahead 180:2
ahold 281:23
al 5:13
Alex 95:10,12,16 276:2,6,24
allegation 299:13
allegedly 228:8
Allen 7:7 229:6,9 229:9,17,18,21 234:21 235:13 238:24 240:7 242:13 244:25 248:21 249:4
Allen's 117:22 118:6 229:3,25 233:17 238:16 243:9 244:15
allow 151:15
allowed 15:13 189:20 198:25 199:6 258:5
alternating 132:9
Alternatively 157:2
aluminum 147:13,20,22 148:13 207:20 207:24 208:6
Amber 54:15
amount 108:10 203:1 262:21 265:4 283:23
amounted 251:19 252:16 309:16
analysis 243:15 243:21,22 255:15 262:3 262:13 268:15 268:17 271:25 272:1
Anderson 314:5
Andy 56:23
Angeles 48:12 288:22
answer 8:9 11:14 11:15,16,19,21 13:3,5 14:11,21 15:9 22:24 24:15 44:4 71:13 100:4 138:23 142:21 173:8 180:3 195:22 224:24 227:2 228:15 246:23 271:5 274:9 281:6,24 285:6 289:24 299:23 328:11
answered 45:23 106:7 135:8,14 191:17 194:23 248:5 264:23 265:19 282:6 283:15,24 294:5 309:20 329:1
answers 70:17 318:11
anybody 19:11 133:13 218:5 264:21 265:7 266:2
anymore 224:23
anyway 94:6 300:12
apologize 208:12
apparently 129:11 130:24 130:25
APPEAL 1:2
Appeals 300:19 301:3
APPEARANCE 3:23
appeared 92:5
application 7:9 77:8 123:5,12 124:21,25 127:17 131:7 134:2 135:6 142:4,7 146:18 146:22 150:14 151:24 153:15 156:19 158:6 160:7 164:8 170:24 213:1 244:22 286:10 286:14 287:8 319:4
applications 73:8 244:5 307:11
apply 89:18
appointment 276:25
approval 34:1,3 34:16,18 35:9 85:7,8
approve 34:19,20 202:23
approved 111:22 129:17,20 202:22
approximate 25:24 149:12 149:13
approximately 130:4 178:8 182:23 183:12 192:18 251:16 251:24 252:2,9 261:3 280:4 282:18 309:11 310:17
April 5:22 82:3 82:23 209:3
Arana 5:13
area 200:15
argued 301:16
argument 138:19 189:15 217:18 222:25
argumentative 281:17
arguments 223:7 228:8
Ari 267:7
arrangement 132:12
array 124:7 125:16 319:25 320:21
arrays 126:11,22
arrived 62:9
art 125:20 230:11

QUASAR SCIENCE LLC EXHIBIT 1023, Page 335 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Articles 4:13,18 5:4 36:6 38:2 187:8,17,23
aside 20:2
asked 27:10 45:23 62:14,17 71:11 85:23 91:7 102:3 103:21 105:23 106:7 135:14 191:17 194:23 202:20 230:8 231:19 232:7 232:18 238:20 248:4 264:23 265:19 274:10 276:2 281:20 281:22 282:6 285:8,13 292:12 293:25 294:5 300:6,8 300:10 309:20 317:10 326:18 328:5 329:1
asking 13:7 15:18 23:10 28:6 47:15,16 53:14 69:17 70:14 74:4 88:3 99:7 117:10 118:1 128:10 138:22 158:23 160:25 180:13 189:17 190:11 195:2 224:10 227:16 228:11 246:20,22 261:18 264:25 270:24 283:12 287:8 296:25 300:5 325:20 328:14
Assembling 240:3,4
asserted 301:9
assertion 304:4
assets 305:7,22 307:11
assigning 307:11
assisted 73:19 74:1
assume 52:20 102:5 155:1 260:4,6,7,14,16 261:8
assuming 137:11 146:10 153:4 317:1
Astera 261:25 262:6,9 267:7,8 267:9,23
attempting 243:4
attend 280:19
attention 290:13 319:8 324:2
attorney 10:8 13:16 281:22
Attorneys 3:4,8 3:15
AUDIBLE 11:2 25:23 41:22 43:3 64:5 66:15 77:3 80:10 88:1 120:5 158:7 199:14 207:6 217:23 252:1 270:23 273:9 289:12 308:2 311:15
August 209:4 277:4,18,21,24 287:12,16
automobiles 200:8
available 115:23 129:25 131:8 147:7
average 254:2 261:2 269:14
Averaging 269:4
aware 12:14 13:12 45:9 64:22 65:2,6,8 67:2 68:18 75:17,20,23 76:4 79:10,25 80:3 81:10 244:1 257:16 272:11 316:19 325:1
awesome 98:5 109:9
axis 142:16,17 143:5,12

B

b 4:11 5:1,17 6:1 7:1 119:23 121:2,2 175:8 219:3 303:23 307:17 311:18
B-a-r-b-i-z-o-n 270:1
B-S 219:4
B1 5:19
Bachelor 230:16
back 19:15 31:22 33:8 56:17 69:24 72:16 101:12,13,14 104:24 112:1 114:19 132:21 132:24 133:3 142:5 152:25 154:24 159:14 161:20,25 164:8 166:8 169:3 170:6 172:4 183:3 190:4 195:13 201:24 202:17 202:19 203:17 208:11,12 211:22 212:8 228:1,3 239:15 284:17 287:15 292:10 309:6 310:5,22,24 317:15
background 48:5 325:8
backing 75:9
backpack 32:10
bad 33:17 92:11 116:1
ballasts 58:18 76:24
balls 22:19
bank 22:22 306:3
bankruptcy 5:10 190:3 302:14 306:24 307:1
Barbizon 269:24 270:11,14 271:1 324:23
barrels 100:10
base 147:2,4
baseball 273:22
based 158:19 214:10 228:7 246:18 259:17 259:24
basically 97:4 112:4 198:16 207:5,11
basis 315:11
batch 111:16,17 111:18,25 112:3 115:21 116:6 205:6 241:11,21 242:6,8
batches 206:22 241:19,20
batching 241:8
Baxter 316:23 317:1
bay 275:1,7
BC 217:6
BC-1 216:4,5,8
BC-2 215:24 216:8
BC-4 215:19 216:8
BC-8 216:1,8
Beach 270:19 324:21
beat 269:19 270:18,24
befriended 69:13 69:18
beginning 101:10 114:22 115:25 117:3 152:17 167:20 172:17 201:12 268:6 288:5 310:14 319:14
begins 74:12 319:9,10
behalf 316:20
belief 41:16
believe 17:7 21:10 38:18 42:5,13,21 79:2 123:8 133:18 163:16,18 164:12 168:14 179:21 184:15 197:20 223:13 235:10 251:13 252:11 261:1 261:19 265:11 266:6 267:2,23 267:24 268:12 271:22,24 273:20 280:8 294:9 306:20 324:25
believed 258:25
belongs 214:13
best 12:24 13:3,4 13:6 168:16,18 290:21
better 14:7 87:21 92:14 116:20 168:7,20,24 241:16 245:23 246:1,2
beyond 243:20
bi-color 284:10

QUASAR SCIENCE LLC EXHIBIT 1023, Page 336 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

bicolor 23:11,16 23:24 24:20 54:5,23 55:13 56:15 61:13,14 61:18 73:20 74:2 79:5,6,10 79:13,17 80:4 86:14 120:9,10 130:25 132:1,2 152:5 163:10 163:11 169:12 169:20,24 172:6 177:3 182:24 183:12 183:18,24 185:5 190:22 196:8 199:22 210:13 212:14 215:22,23 217:6 222:20 228:18,19 244:11 250:23 251:19 252:7 253:18 255:3,7 257:9 259:19 262:4,13 265:22 266:8 266:10,25 267:5,12,21,22 268:11,16 272:11 311:8 312:17
bidding 35:11
big 27:17 46:21 191:19
bigger 116:21
bill 99:18
bit 71:8 81:18 118:24 246:6 258:18 327:1
BK 310:7
black 133:11 143:25 311:14 311:21 312:7 312:11 319:12 327:23,24
blended 55:2
blends 121:7
block 98:1
blue 54:15 158:1 158:9,17 159:23
BO 108:17,19
board 1:2 116:9 117:18 118:5 242:2 246:6
Boston 3:10
bottom 17:23 18:10 77:24 82:14 123:18 124:10 141:16 141:22 143:7 146:4,7 155:21 162:9 171:3 175:3 182:21 183:6 203:19 214:25 218:14 219:22 222:16 260:25 289:6 289:13 294:21 315:22,24 319:12
bought 87:17 88:8 113:6 218:10,17 219:9 262:19 265:14
Boulevard 2:5 3:16 40:19
Box 44:23
boyfriend 305:2
boyfriend's 305:8
break 15:3,8,10 15:19 72:10 118:9,15 154:19 161:22 221:23 222:3 249:8 294:16 317:24
breaks 15:2,13
Briggs 3:6 4:4
9:11,22 10:3,6 10:7,20,25 11:11,24 12:11 12:14,18,24 13:2,11,17 14:16 16:4,22 17:7,13 18:17 18:23 19:4,10 19:17,25 21:6 22:7,15,24 23:1 23:6,9,20 24:3 24:15,17,23 25:9,15 26:3,16 26:22 27:6 28:7 28:20 29:1,8,13 29:21 30:22 31:7 33:7,10,15 34:14 35:7,13 35:21 36:4,21 37:1,18,24 38:17 39:5,19 39:25 40:6 41:12,20,23 42:22 44:4,9,13 45:8,14 46:2,10 46:15 47:1,9 48:3,18 49:1,16 49:25 50:4,9 51:7,23 52:2,12 53:1,17,19,23 54:7,10,16,20 55:15 56:6,10 56:16 57:12,17 57:22 58:4,10 59:3,21,25 60:15,25 61:3,6 62:3,8 63:9,14 65:1 66:16,24 67:23 68:2,9,21 68:24 69:9,16 69:22,25 70:7 70:16 71:7,16 72:8,12,16,23 73:2,17,22 74:7 74:11,20 75:1 75:15,21 76:7 76:18 77:1,15 78:8,15 79:3,24 80:7,13 81:2,6 81:9,16 82:12 82:22 83:13,25 84:3,21 85:16 86:3,7,10 88:7 88:22 89:21 90:8,14,19,22 90:24 91:2,6 92:19 93:22 94:4,10,12,16 95:11 96:13 97:8,17 98:5,9 98:11,17,20 99:2,7,16,19 100:3 101:1,12 101:18,21,23 102:1,19 103:4 103:8,11,15,20 104:19 105:3 105:11,15,22 106:10,23 107:20 108:9 108:18,21 109:4,20,25 110:4 112:6,14 113:14,17 114:9,15 115:13,20 116:25 117:6 117:10,13,22 118:1,6,13,17 119:2,6,9,14,17 119:21 120:6 121:4 122:14 122:24 123:4 123:10,15,20 124:23 126:2,7 127:24 128:7 129:3,6,22 131:5,12 133:1 133:6,16 134:5 134:23 135:3 135:15,24 137:15 138:11 138:15,18,23 139:2,6,22 140:24 142:21 143:3 144:4,14 144:21 146:3 147:6,12 148:11,22 149:9,17 150:3 150:12 151:22 152:11,19,21 152:24 153:14 154:7,17,21,24 156:7 157:6,10 158:11 159:2,5 159:7,12,17,20 160:4,24 161:10,19 162:3,8,17 164:2,19 165:2 166:6,8,13,18 166:20 167:25 168:22 169:2,9 172:16 173:8 173:11,20 174:3,9,13,22 175:7 176:19 177:6 178:3 180:2,5,23 181:21 182:7 182:19 184:8 184:17 185:18 186:5,9,11 187:1,7,13 188:14,22 189:13 190:2 190:10,17 191:23 192:1 193:8,21 194:3 195:1,6,12,21 197:25 198:6 198:18 201:2,7 201:23 202:3 202:11,16,24 203:12,14 204:20 206:16 207:16 208:5,9

QUASAR SCIENCE LLC EXHIBIT 1023, Page 337 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

208:16,18,20
208:24 210:3
210:25 211:5
212:7,12,20
213:12,15
214:6,17,21
215:9 216:5,23
217:17,21
218:2,14,18
220:19 221:1,4
221:18 222:1,4
222:7,9,15
223:2,23 224:1
224:24 225:5,9
225:14,16
226:9 227:1,13
228:15,17
229:2,24 230:5
231:16 232:5
232:13,16
233:2,15
234:20 235:5
235:11,21
236:4,9,22,25
237:8,13,19
238:4,15,23
239:13,25
240:4,13,17,24
241:15 242:5
242:10,19,22
244:16 245:5
245:10 246:13
246:19 247:1
247:11 248:1
248:13,20
249:3,8,12
250:21 252:12
252:21 253:1
254:19,24
255:19 257:4
257:19,23
258:4,17,23
259:12 261:12
261:14 262:7
263:4,6,9,18
264:2,19 265:6
265:20 267:8
268:1,21 269:1
269:15 271:9
271:14 272:4,9
274:9,12 275:3
276:21 277:13
278:5 279:7,9
280:13 281:15
281:19 282:1,9
282:15 283:9
283:11,25
284:5,8 285:7
285:20,23
286:1,7,18
287:11,15
288:18 289:25
290:5,9 291:7
292:10 293:12
293:16 294:12
294:15,19
295:15,19,23
297:2,13,18
300:2,8,14
301:23 302:3
302:10,23
303:7,12,14
304:23 305:1
305:14 306:1
306:11 307:5
307:14 308:7
308:19,24
309:5,9,22
310:8,22 311:3
311:6 312:10
312:16,23
313:4,11,16,21
313:23 314:1
315:9,12,16
316:6,11,14,18
317:4,12,15,21
318:15,19,25
319:6 320:6
321:4,11,19,25
322:6,10,13,23
323:5,24
324:14,20
325:4,11,14,18
326:17 327:8
328:3,22 329:3
briggsh@gtlaw... 3:7
bright 249:2,3
bring 85:1
104:24 108:22
116:3 117:22
132:24 142:5
bringing 168:9
283:4
brings 110:7
Britt 302:17
broad-spectrum 120:22 158:18
160:8,11,14
161:1,5,7,11,17
172:19 173:1
175:11,19
182:9 205:14
broadcast 273:14
brother 49:19,21
49:24,25 50:1
53:3,7,14 65:6
69:6,23 70:4
76:5,15 77:6
brother's 62:10
Brothers 255:13
265:5 274:25
324:22
brought 106:22
111:25 112:1
112:20 121:25
122:16,20,25
132:20 133:3
184:15 223:24
Brown 56:22
Bruce 52:16 63:8
317:13
Bubbling 116:9
build 100:24
115:24
building 41:6,7
293:20 318:22
bulb 126:11,13
126:14 127:4
128:9,19,24
320:4,25
bulbs 27:22,25
70:15 125:23
225:4
bunch 96:6
119:23 146:23
181:2
burning 115:7
116:8
Burnout 108:20
108:21
business 22:22
23:11,16,24
24:9,12,19,20
24:25 25:3
30:25 35:19
46:18 47:23
50:22 51:25
53:16 189:12
189:18 190:1
197:2,16 198:3
198:9 200:15
225:2 226:21
249:17 287:13
287:17 304:11
304:12,18,20
305:5,7,21
306:17 308:14
businesses 21:13
23:21
button 167:13
311:22 312:12
312:14
buy 21:22 93:6
99:13 116:20
197:9 211:6
262:18
buying 87:15
99:14 112:21
116:20 211:7,8

C

c 3:1 119:24
121:2 144:2
149:4 175:16
244:21 311:21
C-h-e-i-f-e-r 38:9
cable 226:16
227:20,24
calculation 260:8
California 1:17
2:6 3:17 5:13
9:1 40:25 41:4
124:4 166:1
188:24 288:21
300:19 301:2
330:9 331:7
call 9:21 17:3
31:7 59:22
117:18 118:5
270:8,16,17
called 35:23 40:8
64:1 79:25
108:17 127:5
128:9 143:22
159:17 263:15
273:2 275:21
278:7 318:12
calling 270:12,20
calls 55:3,5 187:6
271:5
camera 327:20
cancelled 192:23
candles 327:22
cap 133:5,6,7,10
133:11,13
273:22
capability 180:12
capacity 45:21
50:5
cape 327:24
caps 311:14
312:6,11
caption 17:3,3,8
Carl 202:4,12,20
carry 31:17
carrying 32:10
32:13
case 1:5 15:20
81:11 106:21
118:15 186:1,7

QUASAR SCIENCE LLC EXHIBIT 1023, Page 338 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

238:25 246:14 301:2,18,20 332:2 333:2 334:2
cash 116:17,24
casing 147:22 246:7
catch 15:25 100:3
catching 70:1
category 267:25
cause 244:18
caused 227:20
causing 115:6
CCT 220:14,17
cease 266:6,13,15 266:24
Central 5:12
Century 324:22
certain 30:7 154:11 185:16 241:18 251:8
Certificate 4:16 4:23 37:3 44:16 330:1
certification 205:1,4
certified 313:20 329:6 330:3,8
certify 37:11 221:15 330:9
challenged 169:25 172:7 182:25 183:13 183:24
chance 48:21
change 20:7 151:15 153:5 167:8,11 198:3 231:20 232:8 232:19 253:5 314:4
changing 27:13 59:7 167:12
characteristics 311:13
characterization 19:23 27:1 64:24 84:20 135:21 137:13 162:16 165:1 195:9 198:4 263:13,25 264:18 292:9 303:2
charge 151:16 251:10
chat 283:5 317:16
Chats 285:24
check 18:18 134:10 277:12 300:14
checked 31:22 112:1
checkerboard 311:18
checks 306:4
Cheifer 38:9,12 38:14
Chief 42:24,25 43:6,16,24
China 22:13 28:14,15 29:14 31:13,15,18,24 32:8 44:5 93:13 95:6,6 96:1,2 98:10,11,12 104:24 111:22 111:23 112:2,7 115:11,22 121:23 122:1 122:11,13 132:23 134:15 136:21 141:1 145:16 149:8 152:15,18,23 153:13 162:15 162:20 163:2 164:9 165:2 205:10 206:18 239:15,23 240:2 276:10 276:16 279:11
Chinese 148:17 152:8 153:7 164:20 213:6 213:10 214:1 275:21
chip 131:23,24
chips 91:21 92:1 92:24 110:20 115:7 116:8 148:9 160:1 206:11,21,22 206:24 240:22 241:8,8,9,17,20 242:6 245:17 245:18,19 246:4,5 322:20 322:21
chose 213:22
chromaticity 238:8
CIE1931 143:22
Cine 272:21,23 272:24,25
Cinelease 262:21 265:4
circle 317:15
circles 298:23
circuit 176:1,6,8 178:14 179:2 243:19
circuitry 175:24 176:4 234:12 312:1
cite 63:22 212:17
citing 63:25 64:19,20 223:10
city 34:19,20 35:1 98:1 279:10
civil 11:4,5,6,25 12:3 288:22
claim 126:20 128:5,8 158:25 159:9,13,15 171:15,16,21 171:25 172:11 173:9 174:14 180:7,15,22,25 183:16,21,23 184:10 192:25 193:4 195:14 195:14,17,19 195:25 203:19 206:3 207:18 207:19 208:11 225:6,17 227:4 234:8,22 242:16 243:5 247:15 299:5
claimed 20:17 169:12 170:11 170:19 171:20
claims 158:21 159:14 169:25 170:24 172:8 183:1,13,25 255:4,9 295:3
clarification 203:16
clarified 138:23
clarify 332:6 333:6 334:6
Clarita 124:3
clean 147:14 148:3 168:21
cleanest 98:1
clear 12:21,25 13:3,8 14:1 56:18 57:25 61:6 66:3,4 91:23 92:8,21 92:22,23 148:3 148:5,8 177:2 185:13 204:3 235:7 322:16 323:3,7,13,15 323:18 326:19 326:25 327:9 327:13
clearer 14:8
clearly 116:1
client 30:21,22 30:23 150:22 299:5,5,12 322:10
clock 236:23
close 113:20 115:17,18,19
closely 230:18
Clothing 1:8 20:24 21:11,16 21:18 22:21 23:24 25:7 304:2,6,14 306:22 310:11
CM 216:16,17 217:7
CM-1 216:19
CM-2 216:21
CM-4 216:21
CM-8 216:21
co-owner 273:17
coast 55:19,21,23 191:1,6 192:6
cobra 27:9,11,20 27:25 29:3 30:12,13 31:9 32:4,7
Codes 332:5 333:5 334:5
colleague 10:10
college 48:16
color 5:8,14,25 6:6,10,16,21,24 7:5,8,10 54:9 54:10 55:2 58:19 59:10,11 59:15,22 60:21 62:2,19 64:12 64:17,19,23 67:2,8,9 68:3 71:4,20 84:24 86:15,17 87:2 87:15,17 88:8 88:18 107:3

QUASAR SCIENCE LLC EXHIBIT 1023, Page 339 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

112:20 129:24 137:21 138:1,3 140:19 144:23 145:3,4 147:7 150:8,22 155:23 156:10 182:9,14 205:15 214:13 216:11,12 217:7,19,24 218:10,17,19 218:20 219:9 220:5,14,20 221:7,10 240:22 262:5 286:9 320:3,24
Colorado 3:6
colors 67:25 157:25 158:1
Colt 1:8,8 5:7 6:23 20:24,25 21:11,12,15 22:20,22 23:17 23:23,24 24:6 24:11,12 25:7,7 28:21,23 47:18 47:23,25 52:8 57:9,13,19 58:1 73:13,14 81:21 177:3 183:12 183:18 185:21 186:24 187:25 188:16 197:1 201:12 202:8 215:15 249:20 249:24 251:7 259:18,25 269:19 270:18 284:11 286:9 290:10,24 297:22 298:10 304:1,2,5,14,15 306:21,22 307:6,9,12 308:13,20 309:24,25 310:3,4,6,11,11 310:18 317:2 332:2 333:2 334:2
Colt's 120:10 163:11 169:16 169:18,19,24 172:6 182:24 183:24 185:5 190:22 196:8 199:21 210:12 210:14 211:2 211:20 212:14 222:20 249:16 250:1,23 251:17,18 252:3,6 253:18 255:3,7 257:8 259:19 309:1 309:12,23 310:17 311:8
Column 154:11 155:4,5,6,7,17 156:24 170:8 170:15,17 193:24,25 194:4 205:24 205:24
Columns 154:10
combine 237:22
come 101:12 132:12 134:14 168:17 240:14 264:20 291:1 291:23,24,25 293:13,18 294:11
comes 93:11
coming 14:22 27:5 47:2 85:1 91:20 293:24
comma 23:11
COMMENCED 249:10
commercial 138:18 172:20 173:2,5,13,22 174:4,11 179:10,19 180:9,12,19 189:15 217:17 222:25 223:20 224:10,21 225:2 227:8 244:5,21
commercially 223:14,18 226:4,18 228:9
common 15:24
common-law 316:1
communicated 280:23 281:4
communication 80:8
communications 45:15
companies 95:21 219:5 261:3 324:12,17 328:8,12,16,20 328:24
company 21:23 21:24,25 24:13 24:19 27:2 31:4 31:6 42:10 49:5 49:18 79:25 97:19 129:21 129:22 141:19 200:2,3 205:8 219:6,7,8 225:3 275:18,21 279:13,15,16 283:5 284:11 318:12 324:13 324:19
compare 323:23
Compared 214:1
compete 87:10
competing 198:16
competitive 198:15
competitor 268:7
competitors 265:21 267:4 267:21
completed 85:9
COMPLIES 18:21 25:13 48:23 58:8 63:12 66:22 72:25 74:9,23 78:13 84:1 86:8 91:4 94:14 101:19 103:18 105:20 110:2 119:19 126:5 155:19 157:8 162:6 166:16 169:7 196:23 208:22 212:10 222:13 230:3 237:17 243:11 252:24 254:22 258:21 268:23 271:12 311:4 319:19 324:8
components 115:6 116:20 239:17 240:11 245:23,24 246:2
compound 312:8
comprises 207:20
comprising 174:25
conclusion 24:14 127:21 128:4 134:22 135:14 173:7,17,24 174:7,20 176:18 180:1 181:19 182:5 184:14 188:20 193:6,18 195:18 223:1 223:21 226:8 227:11 232:24 233:12 310:1 316:5
conclusions 231:19 232:8 232:19
conclusory 243:21
conducted 2:3 113:15
Confidential 11:20 318:2
configuration 131:23,24
configured 172:18,24 175:10,18 176:1,9 178:13
confirm 183:17
conform 332:6 333:6 334:6
confused 20:1 196:18 285:17 285:19,21
confusing 69:8 85:25 267:18 285:24,25 307:3
connection 10:12 49:22,22
conned 57:2,4
conservative 271:17
conservatively 260:21 261:4
consider 230:9
considered 243:17
Consolidated 6:8
consultant 84:6
contact 45:19 264:11 276:3
context 11:8 12:3
continuation 307:17
continue 42:10

QUASAR SCIENCE LLC EXHIBIT 1023, Page 340 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

67:6 100:9 118:3,4 190:17 200:22 242:11 263:22
continued 5:1 6:1 7:1 8:1 200:17
continues 169:17
Continuing 208:10 273:16
continuously 203:8
contract 190:21 190:25 191:2 191:11,14,20 191:21 192:8,9 192:11,20 193:15 198:23 209:9
contracts 305:7 305:22
contributed 223:19 224:20 227:8
control 95:17 137:21 276:3
controls 137:21
conversation 103:3
convert 158:13 158:16
cool 67:10,19 78:22 130:11 130:21 175:13 179:13
cooperation 293:19
coordinates 144:11
copied 225:8 226:22 262:16
copies 13:22 16:23 257:8
copy 131:7 212:20 253:13 255:3 272:17 286:23 329:6
copying 274:3,7 274:11,14,19 275:12 286:3
copyrights 307:24
corner 17:24 141:22 146:7 213:16 290:11
corporate 40:15 44:24
corporation 305:9,23 306:3 306:16,17,18 306:19
corporation's 188:25
correct 12:1 13:20 16:18,20 18:2,15 24:21 27:23 28:2 38:5 40:16 44:25 46:5 47:23 57:6 57:19,23,24 62:2 68:1,4 73:15 74:15 77:25 78:7,23 79:1 81:23 88:10,25 90:3 100:12 102:7 102:13 103:9 120:4,17 123:22 124:2,7 124:8,15 125:25 126:19 129:9,12,15 130:16,19,22 132:10 134:12 134:13 136:25 138:5 140:4,11 140:20 141:4 142:12 146:15 150:16 151:24 154:3,4,5 155:23 156:3 158:6,9,20 159:23,25 164:9 183:14 187:15,18 188:16 189:1 196:13 212:15 212:23,24 213:1 221:7,8 221:10,17 224:18 225:21 225:25 226:2 229:15 230:19 236:19 238:25 241:11 257:1 258:8,9 261:23 273:19 276:5 276:17 281:1 282:12 284:12 285:4 289:1,4 289:16 290:11 290:14 291:9 292:8 293:1,9 293:21 294:25 295:5,8 297:20 297:23 298:5,8 298:11 300:24 301:10 302:15 302:17 303:24 304:2,6,12,15 305:23 306:5 307:17 308:1 308:11,14,15 309:18 311:3 311:13,16,19 312:11,18,21 313:9 316:3,7 325:6 326:1,3 327:10,13 328:6,9,12 332:7 333:7 334:7
correction 60:22
correctness 62:19
corresponded 277:17
correspondence 283:5
corresponding 182:10 205:15
corrupted 295:22
cosmetically 168:19
counsel 8:22 15:19 19:7 108:3 118:15 135:9 138:18 192:13 231:25 281:20 283:16 284:2,3 286:2 317:15
counsel's 228:8
Count 314:15,19
County 288:21
couple 13:25 61:20 62:13 80:16 113:20 125:19 150:13 325:14
course 15:17
court 5:10,12 12:19 15:25 167:17 288:21 300:16,19 301:2,13 302:15 314:13
cover 7:9 61:20 99:21 100:16 100:24 121:6 147:14,14,15 147:25 148:3,3 148:4,5,6,7,8,9 176:21,24 177:7,7,13,25 178:5 179:9 181:11,12,18 181:18 182:4,4 234:9 235:7,7 247:15,19,22 248:3 322:16 322:17,21,22 323:3,4,7,18,22 323:23,25 327:9,12
covering 177:19
covers 323:13,15
crazy 248:11
create 49:4,11,17 62:22 70:23 157:14,21 242:16
created 173:25 204:22 246:7 253:12
creating 71:15 93:12 321:2
credibility 300:4
CRI 88:15,24 89:7,8,11,18,22 89:23 90:1,2,5 90:9,15 102:20 107:18 140:14 140:20 205:20 207:14 220:20 226:2 227:8 228:23 234:12 237:2,5,10 239:5 318:23
Criminal 5:13
CRIs 90:3 113:23
critical 244:17
critically 244:3
criticism 108:25
criticisms 109:1
crook 56:24
crooks 56:3,20 56:21
cross 15:15 55:3 284:1,4,7 328:14
Crossman 21:21
Csernecky 5:22 6:15 68:10,16 68:25 69:10,14 69:19 70:8 72:21 73:3,24 74:18 75:2,4,18 78:16 80:9 81:25 82:8,24 83:3 84:4,16

QUASAR SCIENCE LLC EXHIBIT 1023, Page 341 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

85:24 86:11,17 88:24 89:6,11 101:13 102:3 103:22 104:6,9 104:16 106:5 106:24 108:23 110:6,24 122:19 123:1 156:2 163:15 163:16 166:10 168:1,23
Csernecky's 78:10 81:11,13 118:22 119:22 163:21 166:21
CSR 1:24 2:7 330:25
Culver 324:23
current 235:14 248:15,22
currently 188:12 189:9 286:10 288:5
customer 34:6 50:16 191:19 270:5,7,8,11
customers 21:17 27:3 39:18 42:4 50:23 218:9 221:16 269:18 269:23 270:10 270:17 271:2
customs 31:19
cut 60:5 61:25 220:2

D

d 4:1 8:1 119:24 121:5 132:7 175:24 220:14 221:7 242:1 311:25
D-e-p-o-t 326:9
d/b/a 1:8
Dadco 324:22
Dailight 130:7
Darrell 37:10,14
date 5:8,20 6:23 25:25 26:1,4 36:10 41:13 42:3 65:11 85:13 99:12 124:17 141:21 141:22 190:11 190:12 191:12 192:10 199:12 201:19 212:22 219:12 253:15 256:2,21 276:25 277:11 279:2 287:21 288:1 298:1 303:3,16 330:20 332:3 333:3 334:3
dated 164:21 290:16
dates 162:21 163:4 184:21
David 3:10,17 10:10 17:11 19:6 36:14 133:25 134:6,7 135:18,22 136:17 152:20 152:22 159:6 159:10,18 195:20 236:23 256:6,8 257:2 257:20 266:6 267:2 275:9 299:8,16 307:8 308:17 315:9
David's 126:21
David.Magee... 3:11
day 53:4,5 105:25 106:4 137:25 147:7 190:4 197:23 228:1,3 303:19 316:12,15 331:8
daylight 58:19 59:20,21 67:14 67:24 68:4 78:22 86:23,24 87:3 105:13 120:20,25 121:15 130:11 130:18 132:7 132:10 139:12 147:10 150:11 156:2,14 160:18,20,23 220:6 225:21 226:6 312:14
daylight/tungst... 228:16
days 33:9 69:24 142:3
dba 20:25 21:12 23:22,24 24:4,8 25:7 304:2,14 306:22 310:6 310:11
de-rig 226:14
deal 46:22 200:18,19 201:10 244:10 245:6,9
dealing 245:14 270:14
deals 46:24
Dear 290:18 291:12
debtor 303:8,11 304:1 310:11
Debtor's 305:2 306:18
dec 127:10
decade 33:6 134:16 153:8 212:5 225:11
decades 102:12 102:16
decapitated 70:3
decapitating 70:2
Decided 5:24
201:8
decision 202:12
declarants 316:19
declaration 6:4,7 6:14,17,19 7:6 17:14 20:5,6,10 24:24 26:24 38:20 48:4,19 50:13 58:6 59:5 63:11,16 66:18 66:20 68:18 69:16 70:9 72:20 78:10 81:1,5 94:5 101:3 117:23 118:6,22 119:7 119:22 161:21 162:3 169:3,10 172:5 184:23 185:3 189:19 189:21 196:3,6 196:20 198:6 208:11,14 210:5 212:9 213:4,23 220:3 221:20 229:4,5 229:21,25 233:17 236:24 238:24 248:24 249:14 251:15 252:22 254:21 257:13,17 258:6,12,20,24 264:10 268:2 268:22 271:11 272:6 277:2,15 278:2 281:8 282:11,17 283:13 284:14 284:22 285:21 286:19,24 287:5,7 289:8 289:15 294:21 294:25 295:3 300:16 301:9
301:12,17 304:10 309:6 310:25 324:2
declarations 9:22 13:18,23 16:24 18:15 19:5,8,12 19:19 20:1 284:20 288:16 316:20
declare 20:12 331:5
declared 306:24
decrease 254:4
deeper 293:19
defendant 289:3 313:8 314:5,13 314:14
defendant's 315:21,25 316:1
defendants 301:8
Defendants' 6:8 301:4
defense 223:4
definition 230:9 231:3,4,6,20,22 231:24 232:1 233:4 262:12 268:15
degree 230:17 231:9,10
degrees 149:4 244:20
delivered 295:7 296:25 298:16
DEMONSTRA... 167:16
Denver 3:6
department 52:15 63:7 192:14 209:15
depo 286:25
deposed 10:21 11:25 12:16
deposit 306:4
deposition 1:16

QUASAR SCIENCE LLC EXHIBIT 1023, Page 342 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

2:3 4:12 5:3,21 7:4 10:12 15:3 36:3,24 37:23 40:5 44:12 81:11,14 82:18 119:2 154:12 165:7 166:9 187:12 258:13 280:15,19 281:21 282:22 284:21 287:2 293:9 297:17 302:9 310:14 313:3 329:10 332:3 333:3 334:3
depositions 15:4
Depot 326:6,9,13
describe 323:14
description 125:7 125:11,20 246:1
design 95:19 167:8 230:22 230:24 243:4 244:4
designed 94:18 101:6 162:19
designing 244:10
designs 216:6 279:13
desired 155:23 156:10
desist 266:7,13 266:16,24
details 109:15 299:14
detect 323:10
detonate 11:19
develop 109:12
developed 94:19 101:7 162:20
development 118:18 245:7 247:9
deviation 107:3 182:9 205:15
device 73:20 74:2 239:9 242:16 245:7 320:4,25
devices 122:19
dhoffman@nol... 3:18
diagram 134:4,5 134:11
Dialight 127:4,8 127:12,25 128:9
diameter 178:8 194:8
difference 167:14 270:9 323:6,8 323:11
differences 326:22,24 327:5
different 13:19 22:21 38:8 41:23 53:5 54:18,19,22 96:7,8,9 105:6 106:25 110:24 111:7 119:3 129:24 150:22 168:3,14 174:5 186:21 198:3 200:15 204:25 214:14 219:5 242:8 246:20 262:2,10 270:21 296:21 309:25 314:15
differently 75:10
difficult 31:21 47:4,8
diffused 179:8
diffuser 91:23,24 92:6,7,8,8,9,16 93:3,4,5,9 105:7 109:17 148:1,8 248:7 323:19,19
diffusers 66:3,4 104:23 105:2
diffusing 177:8 177:22
diffusion 99:20 100:16 103:25 121:6 177:25 234:9 247:15 247:22 248:3 323:14,22
Digital 266:3,4 266:12 267:1,5 267:19,24
dim 108:1,2 226:16
dimension 30:7
dimmable 66:11 87:5 137:16
dimmed 107:24 228:19
diode 129:5 157:3
direct 150:14 319:7 324:1
direction 100:1,5 100:6,23 248:8 248:19 330:15
directly 43:19,21 111:2 211:7
disclose 11:9
disclosed 20:17
disclosing 56:9
discussed 13:19
discussing 111:2
discussion 78:17 168:7 249:9 258:1 296:18
discussions 15:19 85:20
Disney 324:22
dispensary 316:17
dispersion 208:8 208:9
displaying 272:17
disposed 178:20
dispute 288:12 289:18 300:3
disrupt 71:6
disrupted 225:7
Dissolution 4:23 44:16
Dissolve 4:16 37:4
dissolved 45:3,9
distance 220:5
DiStefano 202:4
distinguishing 312:4
distribute 314:22
distributed 178:21
distributing 209:12
distribution 55:21,23
distributor 191:1 191:6 200:11 201:4
distributors 55:25 56:7 191:24 199:17
distributorship 55:20
District 5:12,12 300:20
Division 300:20
docket 5:13 313:13,16 314:2 315:18
document 18:6 36:1,22 37:21 38:1 40:3,8 41:17 44:10,15 119:4 123:18 148:19 170:6 187:10,20 191:5 213:3 280:15,22 283:17 297:15 299:17 302:7 304:17 306:13 307:10 310:7 312:20 313:1,6 313:15 314:9 315:15 316:2
documentation 263:16 283:4
documents 18:19 18:25 19:15 46:5 172:3 188:21,23 189:3 263:17 263:20 264:22 265:16 277:4
doing 24:9,12 44:7 47:25 83:4 153:8 203:7 211:17 225:11 226:21 240:2 286:17 287:12 287:17 294:10 304:18 306:7
dollars 226:12 227:19
dollars' 182:24 183:12 184:18
domain 209:2
Dominant 144:25 145:7
Donguan 279:10
doors 275:1,7
Double-Side 5:20 5:23,25 6:6,10 6:16,18,21,24 7:5,8,10
downtown 40:25
dozen 77:14,15
Dozens 77:13
Dr 117:22 118:6 229:3,6,9,18,25 234:21 235:13 238:16,24 240:7 242:13 243:9 244:15 244:25 248:21 249:4

QUASAR SCIENCE LLC EXHIBIT 1023, Page 343 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

drafted 192:16 192:17
drawing 134:6 135:17,20 136:16
drawings 125:4 125:10 135:5 152:23 164:8 164:21
drive 235:14 248:14
driver 115:6 176:1,6,8,13 178:14 179:2 234:13 240:18 240:21 241:4
drivers 240:16 246:4
driving 176:10
DROOP 235:14
drop 110:23
dropped 111:1
dropping 110:17 111:12
due 228:9 239:4 242:14,24 247:21 248:3 251:18 309:13
duly 9:6 82:9,24
duplicate 285:9 285:14
duplicated 285:13 286:8
durable 246:5
DuroSite 127:5 128:1,10

E

e 3:1,1 4:1,11 5:1 5:17 6:1 7:1 8:1 119:24 121:13 176:20 177:11 234:10 247:15 332:1,1,1 333:1 333:1,1 334:1,1 334:1
e-mails 98:25 99:3 283:6 285:25
earlier 67:25 83:15 137:19 141:14 149:18 149:21 155:25 170:23 188:15 213:20 250:17 318:11 322:15 324:25
early 26:5,15 164:12 184:16 255:1 257:9 272:10 274:2,7 274:14,19 275:11 277:1,1
easier 19:25 114:1,23 145:19 213:25
east 40:18 55:21
easy 70:5
economy 200:24
education 48:6,7 48:9
effect 192:20 249:19
efficiency 248:9 248:19
eight 216:7 221:6 221:12 269:11
eights 269:5
either 58:19 67:10 68:4 78:22 131:5 176:10 260:18 260:19 272:21
Election 4:16 37:4
electrical 230:17 231:11 232:21 233:5
electronic 175:24 176:3
electronically 176:9
element 234:13 247:15
elements 171:24 234:7,22 243:5
elephant 274:25 275:7
ellipse 234:11
elongate 176:21 176:24 177:7 177:13
elongated 175:2
else's 12:6,8
em 97:15
embarrassment 116:4
embodied 120:9
embodiment 319:10,15 320:14
emit 157:25 175:10,19 178:22
emitted 155:8 177:9,22 179:11,13 180:17 181:1 182:14 204:4
emitters 206:5,10 206:19,21
emitting 157:2
employees 59:7 60:4 186:2,6,24
employment 39:21
Encino 1:17 2:5 3:17 9:1 166:1
ended 33:20 47:12 70:1 87:15 93:6,10 112:21 116:14 167:12 171:15 255:23 256:3 288:2
ends 171:4 174:25 211:25 212:1
energy 4:14 25:18 26:18,24 29:23 30:20 33:19 35:14,18 36:6,19 38:19 39:10,21 40:16 41:9,18,25 42:6 42:14 43:16,25 44:7,24 45:2,16 45:22 46:4,11 47:11,19 48:1 49:9,15 248:9 248:12,19 325:24,25 326:14
engineered 117:9
engineering 230:17 231:11
engineering/de... 232:21 233:6
engineers 145:23
Entered 303:19
enters 314:15
entertain 72:3 116:22
entertaining 230:23
entire 183:16
entitled 138:19
entity 24:5 310:15
entry 313:16 314:2
equation 34:10
equipment 12:5 12:6,7,8 49:5 49:18 53:12 209:11 214:22 215:3 270:4 275:7 289:21
erect 209:3,7
eroded 197:21
error 95:1 100:8 100:11 105:9 206:13 239:11 239:12,14,19 239:20 246:9
errors 239:21 332:7 333:7 334:7
Esq 3:6,10,17
established 83:15
estimate 271:17
estimated 194:17 194:24 195:2
estimating 234:1 243:17
et 5:13
ETL 129:20
ETL/UL 129:17
evaluation 184:3
Evans 56:22
eventually 53:3 53:20,22 254:7 306:20
EVERFINE 143:22
everybody 69:24 70:4 211:15
everything's 180:24
evidence 263:1 263:10 264:17 286:2 315:8 328:23
Ex 63:23
exact 26:1,3 52:24 65:11 75:11 80:24 85:13 90:17 99:11 106:17 141:20 162:21 163:4 170:7 184:20 191:12 199:12 201:19 219:12 220:25 253:15 254:8 256:2 276:25 277:11 287:21 288:1 303:3
exactly 41:5 72:5 80:18 119:9 145:18 233:11

QUASAR SCIENCE LLC EXHIBIT 1023, Page 344 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

233:13 301:23 310:13
exacts 88:5
examination 4:3 9:9 15:16 166:4 299:6 318:8 325:16 328:15
examine 284:7
examined 9:7 82:9,25 284:1,4
example 109:17 128:19 194:4,7 209:1 237:21
Examples 194:16
excellent 292:24
exclusive 190:21 190:25 191:6 191:14,20 198:23,24 209:9 249:19
exclusively 192:4
excuse 33:17 48:22 86:4 105:18 113:9 153:16 156:24 160:7 185:19 229:10 310:23
executed 331:7
Executive 42:25 43:6,16
exhibit 4:13,16 4:18,20,23 5:4 5:6,9,12,19,21 5:24 6:4,7,11 6:14,17,19,22 7:4,6,9 17:19 17:24 18:11 19:20 35:23 36:3,5,24 37:3 37:23 38:1 40:5 40:8 44:12,15 64:1 66:17,20 67:7 72:18,24 81:19 82:15 94:7 101:5,14 118:22 119:3 123:16,18 131:15 141:3 146:19 153:17 153:18 154:8 161:24 166:9 169:4 170:5 187:12,14 193:22 203:17 212:18,21,22 229:5 242:12 256:16 278:2,6 280:13 282:16 284:14 288:18 288:20 290:3 290:10 294:19 295:3 297:2,3,5 297:11,14,17 297:19 298:4 300:15,17,18 300:18 302:9 302:11,24 310:10 313:3 319:5,8,11,12 324:2 328:5
Exhibits 4:12 5:3
exist 76:21,22 223:24 224:23 312:15
existed 79:6 87:11 125:24 224:3
existence 25:3
existing 63:18 79:10
expectation 238:7 242:15
experience 230:22 232:20 233:5
expert 158:22 195:25 229:14
expertise 159:9
explain 11:11 12:18 71:8 94:22 110:10 110:16 111:11 114:2 131:22 133:23 147:18 220:3
explained 63:17 72:2 227:15,18
extending 176:21
extends 177:16
extent 173:16,23 174:6,19 176:17 179:25 184:13 188:19 226:7 227:10
eyes 221:24 222:2 249:6

F

f 119:24 178:5
face 84:7,7
facilities 210:15 211:2,20,22
facility 210:21
fact 39:3 234:18 235:4,9,19 236:2,8,21 244:13 253:11 262:22 267:23
factor 65:23 79:15,16 126:13,19,25 146:10 174:15 174:17 178:6 224:3,20 244:10
factories 95:21 96:3,7,9,10 293:25
factors 233:25 243:16 244:2 244:17
factory 28:11 98:16 115:11 116:22 205:9 276:16 291:13 292:23 293:20
facts 332:6 333:6 334:6
Fade 55:3
fail 149:18
failed 149:21 246:2
failing 116:8,9 245:17,18,19
FAILS 247:14
failures 100:10 101:11 118:20
fair 13:9 83:19 83:20 102:12 122:14 159:2 250:8 274:13
fake 214:19
fall 256:25 267:25
falls 267:23
false 294:4,7,8,8 294:9 301:9,17
familiar 87:20 160:16
Family 123:24
far 102:11
favor 238:24 294:10
FC 221:2
feature 147:1,2
features 120:11 120:17 122:6 223:19,22 228:9,11,13 255:8 312:5
February 4:24 44:20 45:3
Federal 315:7
fee 93:11
feedback 84:25 85:10 109:3,6,8 109:10 259:17 259:25
feel 292:23
feet 220:8,14 221:7,13 269:6 269:7
Fellmeth 3:23
Fernando 6:17 51:9 63:8
field 230:18
figure 29:3 41:21 115:5,8 116:5 131:14,18,20 132:14,15 133:19,23 136:1,1,3,11 138:19 139:23 141:4 146:24 151:23 152:1,6 152:13,16 153:3,11 180:14 189:16 219:24 223:17 260:8 269:3 297:7,10
figured 96:4 246:9
figures 131:13
figuring 100:11 240:11
file 123:5 190:3
filed 4:14,19,21 4:24 5:5 39:8 41:17 44:19 77:7 123:9 124:21 131:1 142:3 156:18 188:21,23 189:3 213:1 223:3 303:15 305:16,17,18 307:8,11
filings 222:24
film 49:4,18 62:20 72:3 232:21 233:6
filming 63:6 121:8
finally 85:14 112:8 163:8 164:4
financial 22:21 23:2 39:23 42:25 43:25 57:8,18 58:2

73:7,10,14
317:1
financing 226:23
find 28:8,12,13
32:14 70:22
264:9 274:11
312:5
fine 10:5 33:7
72:11 140:24
204:3 221:23
222:4 233:15
258:15
finish 13:6
finished 238:21
260:10
Finn 317:13
fire 201:3,4
firing 201:6
firm 10:8
first 9:6 16:25
35:22 50:6 53:9
69:11 72:19
77:6,7 82:9,24
95:5,6,8 96:6
96:17,20 99:9
100:9 110:8
111:25 116:6
120:2 121:1,9
121:10,19,22
121:23 122:2,3
122:9,10,20
124:20 130:3
131:14 132:18
132:20 133:3
135:4 137:9,12
142:15 147:1
154:15 163:3
175:8,11
176:10 177:9
177:15,23
178:15,19
179:12 181:5,7
181:9 182:15
182:16 184:5
191:19 192:2,3
204:10 206:4
212:25 237:20
243:10 249:14
253:19 276:22
276:24 277:7
283:18 296:19
319:24 320:20
324:7 325:9
326:14 328:9
328:25
Fisher 317:5
fishing 117:19
five 77:13 86:25
96:14 145:23
146:14 155:12
161:22 182:10
182:11 190:15
203:8,11
205:16,17
210:22 225:23
225:23 227:5,5
227:7 228:22
236:3,6 317:25
fix 100:12 115:4
115:8
fixtures 288:2
296:16,18,20
296:22 297:7
297:10
flew 31:24 94:25
96:21,22
flicker 66:9 87:4
107:12 228:19
Flo 58:13,17 59:9
59:11 60:13
78:5 225:3
228:3
floors 29:5
fluorescent 58:13
58:18,22,23,24
58:25 59:8
60:12,13,23
70:15 76:23
87:11,13,14,19
87:25 88:9,16
89:19 120:13
125:23 126:11
126:13,14
150:15 156:21
174:15,18
178:7 225:3
226:17
fluorescents
89:14 156:20
fly 96:1,2
focused 88:21
folks 45:16 203:3
follow 308:5
followed 84:23
308:10
following 6:12
120:11 234:7
234:21 278:17
289:8
follows 9:7 20:12
82:10,25
foot 128:20 194:8
215:22,23
216:7 327:21
foots 269:10,11
foregoing 330:10
330:16 331:5
foreseeable 20:6
forget 282:24
303:6
forgot 210:6
304:21
form 14:19 19:23
26:13 52:10
57:14 64:24
65:23 69:20
71:1 75:19
79:15,16 86:1
120:13 122:22
123:7 126:11
126:13,19,25
127:21 128:4
128:20,25
130:25 131:2
135:2,13,21
137:13 138:8
139:1,5 146:10
156:4 158:2
162:16 164:17
164:25 174:15
174:17 175:2
178:6 180:1
181:19 182:5
184:6 185:15
186:3 198:4
201:5 202:9,14
204:17 206:15
218:11 223:21
224:3,22
228:14 232:2
232:25 234:17
235:4,8,18
236:1,7,20
240:9 241:13
242:4 244:12
247:23 248:4
255:17 259:10
261:10 263:5
263:12,25
264:18 265:17
268:19 274:8
274:22 277:10
279:5 281:12
282:7,13
283:20 285:5
285:15 286:5
286:15 287:9
289:23 292:9
293:10 299:2
302:1 303:2
304:19 305:11
305:24 306:9
308:16,22
310:20 312:8
318:15,19,25
320:6 321:4,19
322:23 323:5
323:24 324:14
324:20 325:4
325:11
formal 29:23
format 75:3,17
75:23 76:4,11
76:14,19,23
77:21 78:2,6
forth 19:15
208:12 330:11
fortunate 51:8
found 31:13
32:20,21 97:1,5
156:12 279:2
279:17,20
foundation 19:24
23:18 24:1
26:25 41:19
45:6,13,24
51:21 52:10
69:15,20 71:1
76:16 85:25
102:17 103:6
134:22 164:17
164:25 172:13
201:5 202:14
224:22 232:25
234:18 235:4,9
235:19 236:2,8
236:21 238:19
244:13 259:10
261:10 274:8
274:22 277:10
279:5 282:7
283:20 287:9
293:14 294:6
304:19 305:24
306:9 308:6,16
308:22 310:2
310:20 312:9
316:4
founder 20:23
21:3 188:16
189:14
four 29:5 58:11
110:9 128:20
129:24 194:7
203:8 210:22
215:22,23
216:7,18 217:2
217:10 220:8
220:13 221:12
233:5 269:10

QUASAR SCIENCE LLC EXHIBIT 1023, Page 346 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

298:15,19,21
311:12 314:16
314:19
four-foot 253:21
fours 217:3 269:5
Fox 265:4 275:2
275:4 324:23
frame 48:1 49:3
49:8,9,10 77:4
255:8 265:11
FRE-01 313:15
FRE-689 313:15
Fred 3:23 302:4
312:24
free 87:4 228:19
freight 151:16
frequently
155:22 156:9
fresh 104:4
Friday 1:18 7:5
9:1 166:1
280:16 332:3
333:3 334:3
front 16:10 17:1
17:2 81:20
153:18 229:20
256:15,20
302:12
full 9:13,15 47:18
63:2
fun 117:6
functionality
168:20
functioning
193:13
further 230:8
274:2,7,11,14
274:19 275:11
317:22 322:5
325:13 329:4
future 20:6

G

g 119:24 120:16
178:12 236:19
G/M 234:11
235:23 236:12
236:13 239:5
G13 147:2,4
Gabriel 48:11
gaffers 327:20
gage 116:8
gain 71:14
garbage 62:18
117:5
Gary 7:6 229:6
229:21
GE 97:16,21
Gear 272:21,23
272:24
Gear's 272:25
gel 60:4 61:4,23
61:24,25 62:4
gels 60:3,9,16,19
61:1 228:23
general 174:5
215:11 298:8
generally 9:25
213:10
gentleman 281:4
getting 47:4
91:11 100:15
104:23 110:16
111:11 116:14
148:20 168:9
236:19 239:15
240:10,21
241:5 255:23
313:23
girlfriend 304:5
girlfriend/now
305:20
give 13:3,22
16:23 22:2 27:8
32:1 60:21
71:25 99:23
104:13,14
106:16 108:23
116:23 134:6
136:16 142:6
155:12 170:6
246:1 265:15
265:15 327:1
given 30:3
123:21 136:18
274:23 325:8
gives 113:21,24
127:2
giving 89:12 98:7
98:13 104:8
glare 234:10
glasses 154:20
155:1
globe 113:2,3
145:16 239:15
go 13:24 15:9,19
18:18 25:10
35:22 40:1
42:23 48:10,16
56:17 71:14
72:12,16 83:11
83:21 94:5
95:21 96:3,5
101:14,15
102:2 105:17
114:19 115:3
118:6,21 124:9
124:24 125:14
127:2 131:13
137:19,25
139:18 144:22
146:17 152:25
154:8,21,24
161:20,24,25
163:21 165:5
166:6,8,10
169:3,5 170:4,6
172:16 176:20
180:2 181:2
193:21,23
196:19 201:8
202:17 203:17
205:12,23
207:17 208:11
210:18,19
212:8 224:6
229:24 233:16
235:12 237:14
243:8 247:2,12
252:21 253:16
254:20 257:21
268:21 269:16
272:5 277:14
280:22 283:10
292:10 294:15
297:4 303:12
307:14 309:6
310:9,22,24
313:11,16
315:5,17
317:18
goal 102:22
103:1
goes 102:22
110:12 120:16
171:3 230:14
234:6 235:13
235:22 275:14
283:6 300:4
320:18
going 12:20
14:12 17:18
24:24 26:6
35:23 40:2 44:5
53:16 63:3 72:9
81:17 85:17
91:19 92:13
94:6 96:3 107:5
118:3 123:15
139:21 149:16
162:14 172:2,4
174:13 180:25
182:19 194:21
195:13 200:23
201:24 202:19
208:12 211:8
211:17 221:22
223:6 224:9
237:13 246:15
248:8,10,19
251:10 256:25
263:22 271:24
284:17 294:16
300:17 302:4
303:6 310:5
317:23
gold 84:17
golden 62:15
71:4
gonna 11:13,18
11:19 12:21,24
13:4,22 14:18
14:18 15:5
16:23 18:4 20:7
37:19 40:1 56:1
56:17 66:16
67:6 72:17
83:13 153:17
154:10 160:4
212:20 227:2
229:4 268:14
297:2 299:22
310:22 317:16
Gonzalez 56:23
273:18,21
280:5,10 281:5
281:9,10 282:5
282:5,19,23
284:9,19,24
285:3,8,12
301:21
good 9:12 21:23
65:3 72:10
92:25 123:3
149:10 201:23
295:25 296:1
296:10 300:11
goods 21:18 22:4
22:17,18 50:22
283:4
graduate 48:14
graduated
231:14
GRANTED
315:25
graph 113:24
142:15,22
143:11,22,25
great 19:4 50:4
102:9 103:20
109:7,8,9,11

QUASAR SCIENCE LLC EXHIBIT 1023, Page 347 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

110:4 123:20 154:7 155:4 203:12 224:16 282:3
greater 140:14 171:5,9 178:8 182:17 205:21 226:2 234:12 237:2,5,5,10 239:5
greatly 319:24 320:20
green 54:15 60:10,18,20,22 62:5 64:13,17 66:6 71:23 86:25 87:1,3 88:21 107:10 109:5 115:6 145:21,24 158:1,9 182:10 205:16 207:5 207:11 225:23 227:6,7 228:22 236:3,6
green's 115:1
green-biased 63:19
Greenberg 2:4 3:4,8 10:8
greens 88:11 113:23
grooves 91:23 92:7,10,11,14 92:15,17,18 100:21
ground 13:24,25
guarantee 193:10 194:20 195:3,7 204:15,19 205:6
Guerra 43:7,9,15
guess 23:21 35:11 75:16 88:3 92:3,14 94:5 109:3 115:9 122:16 133:12 149:7 150:10 155:11 200:6 275:23 305:25
guestimate 26:6
Guillermo 1:16 2:3 4:4 6:7,19 9:5,14,19 20:11 83:16 123:22 124:25 154:3 289:3 290:21 294:21 313:8 314:6 331:12 332:4,24 333:4 333:24 334:4 334:24
guilty 314:15
guy 38:23 202:4 270:12 294:10
guys 44:6 51:20 56:3,19,20 57:4 70:12 98:14,19 107:21 108:5 114:13 189:19 190:13 246:10 247:8,18 284:1 284:3

H

h 4:11 5:1,17 6:1 7:1 36:14 178:19 332:1 333:1 334:1
hammering 87:1
hand 17:19 60:5 66:16 72:17 153:17 212:20 229:4 288:18
hand-on 27:5
handed 37:2,25 40:7 44:14 280:14
hands 145:20 187:15 239:11 245:25 246:12 297:20
hands-on 27:7
hang 51:20
happen 224:11
happened 32:12 32:23 46:24 62:11 96:23 117:12 163:2 189:7 197:11 224:12
happy 193:1
harassment 264:24 283:21 315:13
hard 12:20
harsh 121:7
Hasnain 243:3 243:21 244:18 247:14 248:10
HASNAIN'S 243:15
Hats 51:2
he'll 306:16
head 15:24
hear 159:4 218:8
heard 246:23
hearing 128:2 314:5
heat 116:8,10,15 117:23,24 118:1 208:8,9 245:20,21,22 246:7 247:21 248:2,6 323:22
heated 116:19
Heath 3:6 10:7
Heimann 2:4 3:15
held 2:4 72:14 118:11 154:22 222:5 258:2 272:24,25 294:17 314:5 317:19 318:4
help 27:24 70:24 71:3 81:5 87:22 168:23 185:22 187:5 293:25
helped 187:4 294:1
helpful 12:22
hero 69:24
high 48:8,9,10,11 89:7 90:1,5,15 103:5,7,8 107:14,18 231:14
higher 140:7
hinting 59:4
hired 159:10 196:1
hit 137:24 185:2 196:5 241:12
Hmm 90:23,25
Hoffman 3:17 4:8 14:17,23 15:14 17:12 19:6,14,23 22:23 23:4,18 24:1,14 26:13 26:25 33:5 41:19 44:2 45:5 45:12,23 46:13 51:21 52:10 56:4,8 57:11,14 57:16,21 61:2 64:24 69:8,15 69:20 71:1 75:19 76:16 81:3,4 82:11 83:9 84:20 85:25 95:9 96:11 97:6,13 98:8 99:15 100:2 101:9 102:17 103:6 104:17 106:7 106:20 108:15 109:2 113:16 116:16 117:16 117:18,24 118:3,10 122:22 123:7 127:21 128:4 131:2 133:14 133:25 134:7 134:21,25 135:2,7,13,18 135:19,21,23 136:17 137:13 138:8,13,17,21 138:25 139:4 142:6,20 143:1 144:12 153:4 154:19 156:4 159:6,18 162:16 164:17 164:21,25 168:25 172:13 173:7,16,23 174:6,19 176:17 179:25 181:19 182:5 184:6,13 185:15 186:3 188:19 189:11 189:25 190:8 190:14 193:6 193:18 194:22 195:4,9,18 198:4,7 201:5 202:9,14 203:5 204:17 206:15 208:3 217:16 218:11 222:2 223:1,3,21 224:22 226:7 227:10 228:14 232:2,12,24 233:12 234:17 235:2,4,8,18 236:1,7,20 237:6,12 238:2 238:13,19,21 239:10 240:8 240:15,20 241:13 242:4 244:12 245:3,8 247:23 248:4

QUASAR SCIENCE LLC EXHIBIT 1023, Page 348 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

255:17 256:6,8 257:3,16,21 258:5,5,8,9 259:10 261:10 263:5,12,25 264:18,23 265:17,19 266:6 268:19 274:8,21 277:10 279:5 281:12,17 282:6,13 283:20 285:5 285:15 286:5 286:15 287:9 289:23 292:9 293:10,14 294:5 295:14 295:17 299:2 299:10,19,22 300:6,13 302:1 303:2 304:19 305:11,24 306:9 307:3 308:6,16,17,22 309:20 310:1,5 310:20 312:8 313:14,19,22 315:6,11,13 316:4 317:23 318:6,10,16,21 319:2,7,17,21 320:9,12,17 321:6,13,21 322:2,9,10,14 323:1,9 324:1 324:10,16,24 325:5,13,19 326:18 328:4 329:1,7
Hoffman's 17:9 82:13 124:14
Hold 218:16 290:25
holding 32:8
Holmes 243:22 244:18 247:14
HOLMES' 243:15
home 87:1 96:21 96:22
Homeland 283:3
hope 293:17
hopes 50:15,19 50:21 51:4
horizontal 77:20
hotter 323:25
hour 72:9 118:9 165:6 193:3 221:22 329:9
hours 15:18 113:20 149:7 149:10 193:16 194:17,21 195:3,7,15,16
house 163:21
housed 210:24
housing 147:13 147:20,22 148:13 174:25 178:5 207:20 207:21,25 208:6 209:11 209:13 299:1
humming 87:5
hundreds 59:7
hung 76:23
husband 93:24

I

i.e 234:11 236:14
idea 86:13 151:21 293:7 314:20
ideal 156:17
identical 32:20 32:21
identified 33:16 36:2,23 37:22 40:4 44:11 97:9 99:9 187:11 297:16 302:8 313:2
identify 32:18 96:17
ii 182:8 205:12
iii 182:13
image 172:20 173:3,5,13,22 174:1,4,11 179:10,19 180:12,19 244:5,21
immediately 95:22
impeachment 315:16
implementing 169:19
imply 112:6
import 275:19
important 26:23 86:20 134:24 244:3
imported 283:4
impossible 256:24
improper 92:6
improve 246:3,4 246:4
improved 110:19 124:7 125:15
improvements 105:10
improving 100:9
inappropriate 150:1
incandescent 27:22,25
include 120:10
included 271:16
includes 120:4
including 52:16 152:16 175:1 175:25 234:9
income 198:14 251:17 252:3,5 309:12,23 310:17,19
incomplete 243:16,20
incorporated 47:22
Incorporation 4:13,18 5:4 36:6 38:2 187:9 187:17,23
independent 276:3
index 88:18 140:19 182:14 220:21
INDICATING 61:5 232:12 290:7
individual 157:24
individually 60:5 62:1 241:25
industry 71:5,6 84:8,12,17 86:20,21 102:10,16 128:14 156:11 174:2 224:4,13 225:4,7 255:12
information 4:21 6:12 8:4 40:12 117:19 215:12 259:20 278:18 298:8
informed 258:25 259:3,5 261:1 265:10
infringement 299:4,13
infringes 299:11
infringing 299:9 299:10
inherent 234:8 234:14,22,25
initial 115:21 188:25 197:2 197:10 249:17 251:20 253:2 309:17
injection 92:9 93:6,8 99:13 167:9
input 178:13 231:2
inquiring 65:4
inside 113:19 246:7
install 27:24 133:20
installation 134:4,5
installed 33:24 34:22,23
installing 134:9
instance 59:6 316:22
instruct 145:22 299:22
INSTRUCTED 8:9
intellectual 307:24
intent 50:25 314:22
Inter 10:12
interact 209:23
interest 39:23 57:8,18 58:2 73:14 317:1
International 1:8 3:9 20:24 21:11 21:15 22:20 23:23 24:7,11 25:7 81:22 187:25 304:2,5 304:14 306:21 307:9 310:4,11 332:2 333:2 334:2
interpret 126:20 128:5 158:21 173:9 238:3,14 238:22 244:14 247:10

QUASAR SCIENCE LLC EXHIBIT 1023, Page 349 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

interpretation 195:19,25 213:6,11
interpreted 292:20
interrupt 13:5,7
introduce 297:14
introduced 27:3 27:4 70:5 77:7 123:16 253:19 273:24
introduction 255:2
invent 158:8 159:22,25
inventing 93:13
invention 20:17 73:19,25 120:3 120:9 124:6 126:18 134:17 169:11,19 226:25
Invention' 169:13
inventor 20:16 123:21
investigate 293:19
invite 50:1
invited 49:19,21 49:25 50:10 53:2
involved 35:12 202:8 226:19 226:20
involving 73:11
IPR 10:16 17:4 17:19 18:6,15 19:21 20:7 117:20 222:24 316:20 324:3,3
IPR2023-00611 1:6
IPR2023-00613 1:6
IPR2023-00614 1:7
IPRs 10:17 13:19
IR 150:5
issue 5:8 6:23 102:20 116:8 212:22 243:2 256:13,21 297:25
issues 114:24 116:7,10,15 242:14,24 243:3,19 244:10 245:1,7 245:9,11,13 246:15,21 247:8,21 248:2 248:6
item 121:5 175:5 203:19

J

j 3:6 171:4,7,24 203:19,25
J11219444 1:25
January 264:11
Javier 30:24 31:7 32:1,3 90:20
Jay 56:22
Jeffrey 37:11,16
job 1:25 47:11 126:21 146:1 228:7
judge 16:10 314:5
Jul 5:24
July 4:21 41:14 41:25 42:6,9
jumping 208:12
Jun 6:12 7:4 278:14 280:16
junction 243:18 244:19 245:1,6 247:4
June 4:14 36:10 46:4
Jurisdiction 288:22
jury 16:11

K

K 138:4 139:11 139:12,16 156:1,2
keep 12:20 85:17 174:13 182:19 209:15 237:13 294:16 310:13
keeps 180:25
kelvin 67:21 102:4,5,6,15,16 130:15,19,21 156:13,14 160:19 161:2 175:12,20
Ken 317:5
kept 87:1 99:3 100:13 104:12
Kevin 316:22,25
key 74:13,17 121:16
kid 322:12
Kimberly 1:24 2:6 330:25
kind 27:7,18 48:6 70:20 167:22 245:13,24 291:24
kink 109:15
Kino 58:13,17 59:9,11 60:13 78:5 225:3 228:3
Kinos 60:12
knew 27:4 53:15 69:24 70:4 87:9 87:21 116:2,3 128:10 145:18 224:7,8,9 268:13 273:23 294:4 305:17 306:12
knocking 253:9
know 11:9 12:17 13:12,15 14:3 15:2 18:20 25:11 28:15,18 31:8 33:9 35:20 36:16,18 37:14 37:16 38:12,14 38:15 40:21,23 41:4,5 43:9,11 43:15 48:20,21 48:22 51:12,15 53:15 56:1 57:5 57:6 58:7 59:24 63:11 66:13 68:10,12 70:12 71:4 72:2 74:17 75:2,7 77:5 78:11 80:5,6 81:4 83:17,23 85:11,13 86:25 87:7,12 90:9,12 94:12 96:12 97:14,15 98:11 98:14 103:23 106:13 107:4 112:15,17 119:12,18 126:3 127:8,12 127:14,25 128:17 129:2 129:20 131:3,5 134:3 138:21 139:20,21 140:19 143:18 144:11 145:11 145:12,17,25 146:12 147:4 147:16 150:6,9 150:19,24 154:25 157:7 158:24 159:1,1 160:14,24 161:17 162:5 164:3,4,13 166:15 168:8 169:6 170:9 174:12 190:9 190:11,12,16 191:21 192:7 195:20,22,23 196:22 199:18 200:20 202:4,6 202:15,19 204:21 206:12 208:20 210:5 215:4 221:21 222:11 224:2 229:9 230:2 233:11,13 234:25 235:17 235:25 237:4,9 237:16 238:12 244:14,15 248:9,23 250:13 252:23 255:7 256:24 258:20 261:18 262:22,22 263:17,23 266:22 267:14 267:23 270:3 273:10,22 277:5 278:11 278:24,25 279:16 280:2,5 281:21 282:4,8 282:11,19,21 282:23 283:14 283:14,18,23 285:17 286:21 287:14 290:6 292:14,17 294:7,8 299:18 299:20 301:14 301:21,25 305:12,16 307:8 308:20 308:25 309:2 310:8 311:1,7 312:22 314:7 316:22,25 317:5,7,10,11 317:13 323:21 328:15

knowing 34:8 238:8
knowledge 6:13 71:14 278:18
known 9:20 76:14 156:2,17 156:18 158:5 313:9 326:5
knows 35:6 70:10 92:9

L

L 3:17
L-u-o 94:1,2
L.A 40:25
Laboratories 215:5 220:12
Laboratory 5:6 6:22 205:3 213:17,19 214:3,8,14 220:11 221:6 298:5
ladder 75:3,17,23 76:4
lamp 174:16,18 178:7 194:8
language 126:20 158:25 159:9 159:13,15 195:20 196:1
large 50:16 117:4 268:5 327:12 328:1
larger 323:16,17 327:10
Las 272:22,23 273:2
lasts 194:21
late 25:17,22 26:1,7,12,15 48:2 49:11 68:17,25 85:10 99:11 164:12 184:16 255:1 255:20
Lau 56:23
law 10:8 223:16 228:12
laws 331:7
lawsuit 288:5,6 288:15 294:20
lawsuits 73:11
lawyers 196:1 274:10 309:4
layout 311:19
Laysion 5:24 6:5 6:11 12:10,11 12:12 13:13 275:21,23 276:3,10,16,19 278:7,9,21 279:10 283:2 287:12,16,17 288:25 291:17 295:3 300:23
Laysion's 289:9
leading 318:25 321:4,19 322:23
leave 46:11 113:20 195:20
led 1:8 5:7 6:23 20:25 21:12 22:22 23:17,24 24:5,12 25:7 27:4 28:16,16 29:2,15,23 32:8 33:9,17 49:12 53:16,16 59:1 61:11 64:12,17 64:23 65:13 67:2 78:17,20 89:23 90:3 91:21 92:24 95:25 97:24,25 115:21 120:9 120:12 124:7 125:16 131:23 131:24 134:10 136:3,4 151:12 157:2,14,21 158:17 160:1 162:11,24 163:10,11 169:13,20,24 170:25 172:6 172:18,24 174:24 176:1,6 177:3 178:12 178:14 179:2 179:11,14 180:18 182:25 183:13,18,24 185:6,21 190:20,22 193:4 194:8 196:8 197:10 199:22 204:5 206:3,11 207:19 210:13 212:14 215:15 222:20 224:2 230:24 234:10 234:13 235:14 240:18,22 241:4,9,17 243:4,18,20 244:4,19 247:4 249:16 250:23 251:19 252:7 253:18 255:3,7 257:9 259:19 266:25 267:5 267:12,21 268:16 272:12 279:14 286:9 290:11,24 297:22 298:10 298:21 304:2 304:15 306:22 310:3,6,12 311:7 319:23 320:4,19,25 322:7,21
LED's 67:2 197:1
LEDs 23:25 27:4 27:5 54:5 55:13 62:18 89:24 105:4,13,13 126:12,18,22 128:20,25 129:14 148:9 157:24 158:9 158:19 159:23 174:10 175:8 175:17 176:10 176:11,11,12 176:14,15 177:9,23 178:16,20 181:7,9,16,25 182:15,15,16 204:10,11 206:4 224:8,12 224:15,18 238:9 247:18 248:12,18 318:23 319:24 320:20 321:3,7 321:14,22 322:4
left 118:19 203:22,23
left-hand 142:15 143:11 146:7 153:24 193:24 193:25 205:25 213:16 290:11 301:3 307:19
legal 14:24 24:14 127:21 128:4 134:21 135:13 173:7,16,23 174:6,19 176:17 179:25 181:19 182:5 184:13 188:19 192:14 193:6 193:18 195:18 223:1,21 226:7 227:10 232:24 233:12 308:18 310:1 315:2 316:4
length 91:10 176:22 177:16 178:21 179:3
lengths 216:13
lens 66:3,4 92:23 326:25 327:2
let's 13:25 15:24 19:20 25:10 35:22 72:12,16 81:16 82:15 117:22 118:6 118:23 122:1 123:11 124:9 131:13 142:9 153:15 154:8 154:21,24 161:20 165:5 169:3 172:16 174:13 176:20 182:19,20 190:17 193:21 222:3 224:6 233:16 235:12 237:13 242:11 244:16 258:18 278:5 280:13 294:15 301:23 303:12 313:12 317:18
letter 120:2 121:13 266:13 266:16 290:19 291:11 293:8
letters 119:23 266:7,21,25
letting 71:3
license 304:20
lie 283:1
life 253:9
Lifespam 149:7
Lifespan 149:6 194:16
lifetime 149:10 193:10 195:15 195:16
light 5:6 6:22

QUASAR SCIENCE LLC EXHIBIT 1023, Page 351 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

27:9,11,12,17 27:18,20 28:6 30:4,15 32:4,7 62:24 63:18,19 65:13 70:23 71:15 74:14 79:7,11,13,17 79:18,25 80:3,4 85:14 91:9,18 92:2,11 93:4 117:9 120:22 121:6,14,20 124:7 125:15 129:8,12 136:4 142:11 150:15 151:13,15 155:8 157:2,14 157:21 158:2,9 158:13,16,18 159:23 160:8 160:11,15 161:1,5,6,8,11 161:15,18 163:11 167:23 170:25 172:18 172:19,24 173:2 174:1,16 174:18,24 175:11,13,19 175:21 176:10 176:12,13,15 177:9,22 178:7 178:12,15,23 179:8,11,11,13 179:14,16 180:17,18 181:1 182:9,14 204:4,5 205:3 205:14 206:3,5 206:9,18 207:19 213:17 213:19 214:3,8 214:12,13 215:5 220:10 220:12 221:6 225:1,4,18 226:13,18,22 234:2,10 239:18 253:12 262:2,6,10 298:4 320:2,3 320:23,24 321:9 322:16 322:22 323:2 323:18 326:19

lightbulb 62:21

lighting 5:7 6:23 58:13 63:7 64:13,17 67:3,8 73:20 74:2,13 74:17 75:3 78:20 120:21 120:25 121:16 156:11,12 157:14,21 200:5,7 209:15 215:16 230:23 232:22 233:6 270:4 284:10 284:24 285:4 297:23 298:10 305:6

lights 23:12,16 24:20 27:25 29:4 30:12,13 31:10 34:11,15 34:22 35:10 39:16 42:4 44:6 79:21 97:22,23 97:24,25 120:12 190:20 209:14,14 215:8 226:17 272:12 279:14 311:7 324:13 324:18

lights.' 230:24

liked 93:1

Limit 234:12 235:23 236:12 236:13

limitation 177:11 179:7

limits 243:19

line 43:23 50:14 51:8 83:11,22 83:23 84:5 86:2 86:4,5,5 101:15 101:16 102:3 103:13 105:18 105:18,19,23 106:11 109:22 109:22 110:1,1 110:15 144:24 147:18,21 149:2 154:11 155:5,5,6,7,17 156:24,25 157:18 158:14 160:8,10 161:4 166:14,14 170:11,16 171:5,8 172:23 194:5 199:21 204:1 232:6 262:15 280:22 284:9,14,19,24 295:25 296:8 332:9,11,13,15 332:17,19,21 333:9,11,13,15 333:17,19,21 334:9,11,13,15 334:17,19,21

linear 178:6

lines 58:11 59:5 60:2 88:24 89:4 91:3 92:13 118:4 125:19 150:14 151:1 154:2,10 207:18 324:7

lingo 148:14

list 22:3 26:23 52:1 214:22 215:3

listed 23:21 38:8 40:15 42:24 124:14 175:4 188:1,18 189:1 308:15 328:8 328:12,24

listing 123:21 129:21,22

listings 130:13

lists 119:23

lit 171:8 179:2 181:7,9,16,25 182:16 204:10 204:12

literature 102:11

litigation 11:6 12:1,3 226:23

little 35:15 42:14 42:17 64:6 71:8 81:18 92:10 109:15 118:24 185:22 246:6,8 249:21,25 250:11,13,14 258:18 311:21 327:1

lived 95:1 112:4 124:3

lives 276:11

LLC 1:5 5:24 288:25 300:23

LLC's 6:5

LLP 2:4,4 3:4,8 3:15

local 22:8

located 210:1 248:3 279:10

logistics 275:18

logo 278:9 284:11 291:2

long 21:7 26:17 26:19 42:9 59:8 81:17 128:21 190:13 193:4 194:8 243:10 259:24 266:23 292:14 324:7

longer 189:8,22 190:1

look 16:25 20:9 30:4 41:13 43:23 44:23 52:13 58:5 60:1 72:19 76:8 78:9 82:18 88:23 95:21,24 107:5 110:5 114:4,16 136:23 142:9 144:22 145:18 145:20 146:4 153:15 155:13 160:4 182:20 193:1 196:2 199:19 200:9 203:18 208:10 210:8 214:22 218:14 219:21 228:2,4 229:3 249:13 256:15 256:20 275:19 277:2 278:5 280:13 292:10 295:2

looked 19:18 168:19,21,21

looking 28:5 29:5 30:5 48:4 123:14 153:6 161:18 243:3

looks 9:25 45:2 110:23 132:9 143:17 166:21 290:6 295:3 298:3 313:24

Los 48:12 288:22

Loss 236:12

losses 233:20 234:9,15,22 235:1,6,14,23 236:6 237:2,4,9

lost 157:16 232:3 260:21 320:7

lot 9:22 63:3,3,6 69:21 70:19

QUASAR SCIENCE LLC EXHIBIT 1023, Page 352 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

77:10,11,19 109:11 114:1 116:10,13 117:17 145:19 163:17,18 200:23 206:13 209:16,18,21 211:14 213:24 213:25 271:24 282:2 297:4 303:6 323:25
lots 111:15 214:4
love 211:17 281:15 282:1
Low 71:23,23
lower 140:3,5,13 145:23
loyal 98:24
LPW 234:2
lug 31:14
lumen 30:8 87:8 88:10 107:14 113:22,23 233:20 234:9 234:15,22 235:1,6 236:6 236:14,18 237:4,9,21 238:1,17 239:4 239:8 240:6 241:1,5 327:5,7
lumens 87:9 88:2 88:11 129:7,12 130:4,15,19,22 139:23,23 140:4,10,13 181:6,9,16,24 194:16 204:9 204:11 205:2 207:3 225:20 227:4 234:2 323:20 327:1
luminaire 234:3 243:5,20 244:4 323:3
LUMINAIRE/... 233:20
luminosity 194:15 248:22
lunch 161:22 165:5,6
Luo 93:19,24 94:1 95:3 98:21 99:9,17 112:12 112:13 113:6
Luo's 141:19
Lux 220:22,24

M

M 219:1 236:19
M-A-B 273:6
M-a-r-t 41:1
M-B-S 218:25
M-u-l-d-e-r 29:12
Mac 64:22,23
machine 113:18 113:19
Macias 1:16 2:3 4:4 5:24 6:8,20 9:5,12,14,19 10:4 20:11 36:5 37:2,19,25 40:7 44:14 48:5 61:7 72:17 83:16 84:8 85:20 102:21 106:14 110:7 118:14 123:17,24 124:25 153:25 154:3,9,25 166:6 168:4 187:15 222:7 258:11 280:14 289:3 290:22 294:19,21 297:19 300:3 300:18,23 302:11 310:23 310:24 313:5,8 314:6 317:21 318:11 319:8 324:11 331:12 332:4,24 333:4 333:24 334:4 334:24
MacTech 65:6,18 67:2,8 78:17,20 92:3,5 224:15 224:18,23 225:1
MacTech's 64:12 64:16 92:23 174:10
MacTechs 91:19
mad 303:4
Magee 3:10 10:10 238:20 299:8,16,20 303:4
magenta 60:10 60:17,18,19 62:6,7 86:24 87:3,4 88:21 107:10 113:24 145:22 182:11 205:17 207:9 207:10,11 225:24 227:6
Magentas 88:11
main 74:13 88:13
major 46:25
majority 250:1
Maker 265:23,24 266:15,25 267:5,19,24
making 98:9 189:15 216:10 217:17 226:24 246:14 265:25 268:11 275:23 276:1
man 280:5 282:19
management 246:15
Manager 58:12
Manhattan 270:19 324:21
manner 83:4
manpower 227:23
manually 313:18
manufacturer 28:5 33:1,2,4 34:12 93:17 96:18 97:10,12 98:14 134:15 141:17 152:9 206:18,20,22 206:24 215:15 262:1 275:20 278:12 298:10 321:15,23 322:5
manufacturers 22:6,7 95:25 218:9 261:22 266:10 275:19 279:14 318:23
manufacturing 34:9 97:15 319:23 320:19
March 37:7
marijuana 314:22
mark 35:23 37:19 302:6
marked 5:18 6:3 7:3 8:22 36:2 36:10,23 37:22 40:4 44:11 66:17 72:18 187:11 229:5 290:1 297:16 302:8 313:2 318:2
market 130:25 198:13 262:3 262:12 265:22 267:5,13,21 268:15,16
marking 82:16
married 190:13
Mart 40:25 41:1 41:4
Mary 219:1
Massachusetts 3:10
match 126:10
matched 172:15 184:10
matches 214:16
matching 183:18
material 103:25 158:12,16 318:3
matter 10:9 15:15 39:3 81:21 101:24 168:6
matters 10:15,18
maximums 139:17
MBS 218:25 219:6,8 270:19 271:1
McAdam 234:11
mean 21:3 22:1 25:22 26:15 27:16 28:4 30:2 34:7,18 41:1 46:16,16 47:3 49:8,10,13 52:20 56:20 57:24 75:12 81:3 88:2 90:20 91:16 98:9,13 102:5 104:13 104:14,21 107:6 108:2 109:5 112:6 114:23 116:9 126:21,21 137:4,9,24 139:3 140:17 144:11 145:10 151:19 160:19 160:20,22 168:15 183:3 190:25 197:4

QUASAR SCIENCE LLC EXHIBIT 1023, Page 353 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

199:10 200:8,9 201:16 203:10 207:2 215:2,7 220:10 227:25 244:15 245:25 248:14,14 249:24 250:12 251:2 275:6 278:25 283:2,6 283:7 287:25 292:7 297:6 298:20 323:17 326:25
meaning 67:1 221:5
means 14:11 15:17 16:9 24:4 24:8 49:14 63:25 70:9 92:17 117:1 125:9 134:3 137:7 143:19 146:12 147:16 150:6,9 171:15 211:24 233:14 234:25 235:17 238:12 248:22 308:10
meant 45:21 248:18 300:10
measure 110:8
measures 113:18
measuring 73:19 74:1
med 16:20
medication 16:21
medications 16:16
meet 51:9 52:16 53:20 68:16 71:25 84:12 95:6 96:3 110:14 111:10 193:16 204:15 204:18,21 206:25 221:16 241:17 242:7 277:21 282:5 320:1,22
meeting 162:23 276:9 277:16
meets 205:2
melting 245:15
Memo 9:20,21,24 20:11 313:9
Memo's 120:8
memory 152:14 264:14,15 282:25 328:13 328:24
mention 267:15
mentioned 67:25 267:9
mentions 75:18
merchandise 21:17
MES 49:12,14 318:12,17 325:20 326:5 326:13
met 43:12 51:13 51:14 52:23,24 53:3,4,22 68:25 69:10,21 74:18 75:2,4 83:16 90:9 163:25 229:12 273:17 273:19 276:15 276:22 277:3,7 280:4,10 281:8 281:10 282:5 282:18 321:8
meter 87:16,17 88:8 111:19 142:24
Mexico 27:14 30:21,22,23 33:25 34:2,6,16 34:22,24,25 35:9 46:22
middle 9:17 36:13 38:7 42:23 81:25 124:11 126:9 157:11 188:1 230:6 242:19 251:14 259:15 269:17
mil 219:10
milk 93:3
milky 92:8,20,20 93:2,3,5 100:18 100:19 147:14 148:4 235:7 322:16 323:3,7 326:19 327:1 327:12
Miller 37:11,16
millimeters 178:9
million 223:11 252:17,18 295:4 304:11 309:21
millions 226:12 227:19
mind 106:1,4 150:4 240:14
minimal 235:10 326:25
minimum 117:2 117:15 193:3
minimums 139:17
Minolta 113:4
minus 139:25 140:6,8,10
minute 13:23 47:14 277:3
minutes 13:20 15:4 16:5 161:22 314:4 317:17,25,25
mischaracteriz... 274:21 286:6
misspoke 179:23 180:3,4,6
mix 54:9,10 55:2 158:1 214:13 216:11,12 217:7,19,25 218:10,17,19 218:20 219:9
mixing 158:8
mode 121:15
model 197:2,16 198:3,9 202:1 203:2 215:19 216:14 249:17 298:13 300:9,9
models 216:3
modes 120:21,25
mold 92:9 93:6,8 93:10,11
molding 99:14
molds 93:14 167:9
moment 265:18 319:17 324:6 329:2
money 116:13 203:6 225:13 226:24 246:3 251:6,7
monochromatic 158:13,16
month 105:25 106:4 288:11 288:12
months 26:20 80:16 115:14 164:16,18 165:3
MOQ 241:23
MOQs 116:21 117:1
morning 9:12
motion 6:5,9 174:1
mounted 175:9 175:17,25 176:4
mounts 327:18
mouth 92:4
move 167:23 198:2 289:16 301:23
moved 196:15,17 201:25 203:2
movie 86:21 224:4,13
moving 146:14 168:12 300:12
Mulder 29:10,13 29:14 38:25 43:13,24 44:6
Mulder's 39:4,5 39:7 41:11
multiple 103:24 110:24 111:5 116:7
Municipal 4:13 25:18 26:17,24 29:22 30:20 33:19 35:14,18 36:6,18 38:18 39:9,20 40:16 41:9,18,25 42:6 42:14 43:16,25 44:7,24 45:2,16 45:22 46:3,11 47:11,19 48:1 49:9,15 325:24 325:25 326:14
municipalities 47:5
municipality 27:12 34:21

N

N 3:1 4:1 8:1
N-A-B 273:8,10
NAB 273:11
name 9:13,15,17 10:7 25:6 28:11 29:11 31:2,5,8 33:3,8,13 40:15 44:24 61:12,16 61:16 93:18 97:12,14,18 123:13,22,24

124:14 141:20 186:14,16,21 188:24 209:2 263:24 264:1,3 265:15 281:4 284:10 303:11 304:21 305:8,8 305:22,22 307:1 309:1 318:18 326:1 326:14,15 330:19 332:2,4 333:2,4 334:2,4
named 202:4
names 43:4 264:7 264:8 285:16 285:19 326:5 326:13 328:16 328:19
nanometers 144:25 145:7
narrow 175:2
natural 129:7,12 130:11,16
NCIS 68:13 163:18 212:4
necessary 85:21 85:22 86:12
need 11:20 51:1 60:9 84:9 113:4 160:4 204:19 209:8 227:23 246:11 294:16 302:4 309:4 310:9
needed 60:3,22 62:19 70:23 71:19,20 72:2 84:10 89:8 90:2 95:20 99:20 100:12 110:18 111:19 112:9 112:16 114:3 114:20 116:2 116:23 228:23 239:18 240:11 240:22,25 241:23
needs 14:23 84:12 162:23
negative 148:24 149:4
Net 211:15,15
never 79:13 88:20 104:10 104:11 150:4 192:23 196:17 212:5 217:19 229:12,17 248:23 261:17 281:10 285:3
new 133:10 151:12,15 168:9,10,11,12 293:20 314:15
news 314:25
nexus 138:20
nice 91:20 93:4
nickname 9:23
nine 142:3
nodding 15:23
noise 87:5
Nolan 2:4 3:15
nonresponsive 227:2
Nope 192:13
Nos 1:8
noted 38:19
notes 185:3 196:6
Notice 2:7
noting 17:9
November 303:20
nowadays 316:13
number 40:9 43:6 82:18 106:17 155:11 155:14 171:12 171:20 182:8 182:13 185:5,9 187:8 193:16 195:15,16 196:8 205:12 205:24 215:19 216:14 254:8 254:13 285:8 286:8 300:9,9 302:4 307:23 313:13 315:18 319:12
numbers 140:25 143:4 154:11 264:20
numeral 181:5 181:22 204:8
numerals 181:2 242:20

O

oath 330:12
object 14:18 56:4 118:4 227:2
objected 315:6
objection 14:19 14:19,22 19:23 22:23 23:18 24:1,14 26:13 26:25 33:5 41:19 44:2 45:5 45:12,23 46:13 51:21 52:10 56:8 57:11,14 57:21 61:2 64:24 69:8,15 69:20 71:1 75:19 76:16 82:11 84:20 85:25 95:9 96:11 97:6,13 98:8 99:15 100:2 101:9 102:17 103:6 104:17 106:7 106:20 108:15 109:2 113:16 116:16 117:16 122:22 123:7 127:21 128:4 131:2 133:14 134:21,25 135:7,13,21 137:13 138:8 138:13,17,25 139:4 142:20 143:1 144:12 156:4 162:16 164:17,25 168:25 172:13 173:7,16,23 174:6,19 176:17 179:25 181:19 182:5 184:6,13 185:15 186:3 188:19 189:11 189:25 190:8 190:14 193:6 193:18 194:22 195:4,9,18 198:4 201:5 202:9,14 203:5 204:17 206:15 208:3 217:16 218:11 223:1 223:21 224:22 226:7 227:10 228:14 232:2 232:24 233:12 234:17 235:2,8 235:18 236:1,7 236:20,22 240:8 241:13 242:4 244:12 247:23 248:4 255:17 259:10 261:10 263:5 263:12,25 264:18,23 265:17 268:19 274:8,21 277:10 279:5 281:12,17 282:6,13 283:20 285:5 285:15 286:5 286:15 287:9 289:23 292:9 293:10,14 294:5 295:14 295:17 299:2 302:1 303:2 304:19 305:11 305:24 306:9 307:3 308:6,16 308:22 309:20 310:1,20 312:8 313:14 315:10 315:14 316:4,5 318:15,19,25 320:6 321:4,11 321:19,25 322:6,23 323:5 323:24 324:14 324:20 325:4 325:11 329:1
objections 14:17 14:22 23:4 235:2 237:6,12 238:2,13,19 239:10 240:8 240:15,20 245:3,8 330:13 330:17
obviously 93:1 246:17
Occasionally 149:24
occur 239:20
occurred 185:14
October 7:5 212:23 272:16 274:6,13,19 280:16 282:22 287:2 297:25
office 1:1 10:13 41:11 43:12 209:17,20,24 223:4
Officer 42:25 43:1,6,16,25
offices 209:24

QUASAR SCIENCE LLC EXHIBIT 1023, Page 355 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

210:1
official 131:6
Oh 31:16 34:11 38:17 45:21 47:6 50:4 53:10 65:16 82:12 87:17 103:17 105:3 108:7 111:23 114:4 117:11 119:7,7 119:14 132:6 148:18 149:17 154:16 155:13 163:19 200:13 202:24 206:24 242:21 252:12 255:22 284:16 284:23 290:25 291:6 295:23 296:21,24 298:23 309:21
okay 9:22 10:2,6 10:20 11:8,23 12:9,11,14,23 13:1,11,17,22 14:4,5,9,10,14 14:16 15:7,11 15:12,16,21,22 16:2,3,7,8,13 16:22 17:7,16 17:17 18:14 19:10,22 21:15 22:15 23:1,9 24:8,11,17,24 25:9,15 26:3,7 26:11 27:21 28:7,20 29:1,13 29:19,21 30:1 30:14 31:12,24 32:3,4,18 33:7 33:15 34:14 35:7,13,13,17 35:17,21 36:13 37:10,18 39:2,5 39:12,17,19,25 41:7,12 42:2,5 42:22 43:15 45:21 46:10 47:1,9,25 48:3 48:18,18 49:25 50:4,9,24 51:5 51:17 52:2,5,12 53:1,10,17,23 54:20 55:4,7,15 55:18 56:2,16 57:1,5 58:4,9 58:22 59:3,25 60:15,25 61:19 62:3,6,8 63:9,9 64:3,7,22 65:10 66:2,10,23 67:16,23 68:2,6 68:9,12,16,21 68:24 69:22,25 70:7,16,24 71:12,16 72:5,8 72:12,23 73:1 73:17 74:10,20 74:24 75:15 76:3,7 77:1,18 78:5,8,14,16 79:3,24 80:13 80:16,21 81:2,9 81:13,16,18 82:7,20 83:5,6 83:12 84:2 85:16 86:9 88:22 89:3,5 90:8,14,19,22 91:25 92:19,19 92:25 93:2 94:4 94:11,15,24 95:23 96:20,25 97:2,5 98:17,23 99:2,19,19 100:18,23 101:1,12,20,25 102:9,14,19 103:4,8,11,14 103:17,19 104:8 105:8,15 105:21,22 107:9 108:11 108:21 109:20 110:3,7 111:4 112:14 113:14 115:13,13,20 116:1,5,12 117:22 118:17 118:25 119:16 119:20 121:4 122:8,14 123:4 123:10 124:23 125:3,6,12,13 126:6 128:16 128:18 129:3,6 129:17,22 130:10 131:13 132:9,14,23 133:1,16 134:8 134:17 135:24 137:15 138:3 139:15,22,25 140:22 141:3 141:21 142:9 142:25 143:14 144:1,3,4,21 145:12,15 146:3,14 147:1 147:6,8,12,18 147:24 148:2 148:11,22 149:3,9,17 150:3,4,12,18 150:21 151:8 151:10,22,25 152:11,16 153:2,12,14,24 154:13,14 155:13,18,20 156:23 157:6,9 157:19 158:11 158:23 160:4 160:24 161:10 161:16 162:7 162:22 163:1,5 163:19 164:2,7 166:8,12,12,17 167:22,25 168:22 169:2,8 170:10,18 171:17,18,22 171:23,25 172:1,9,16,25 173:15 174:13 174:22 175:7 175:24 176:19 177:4,5,6,12,14 177:21 178:3 180:10,21,23 181:4,14 182:7 182:19 184:1,8 184:12,25 185:13,18 186:23 187:1,5 187:7 188:14 188:23 189:10 190:5,17 191:10,23 192:20 193:12 193:21 194:7 195:12,24 196:2,18,24 197:19 198:1 199:13,20 200:13 201:2,7 201:23 202:3 202:16 203:14 205:12,20 207:2,16 208:9 208:19,23 210:3,10,23,25 211:5,13,19,24 212:7,11 213:7 214:6,17 215:1 215:9 216:23 218:21 219:16 219:19,21 220:1,13,19 221:1,4,18 222:9,12,14 223:10,13,16 224:20 225:16 227:13 228:21 228:24 229:2 229:24 230:4 231:8,10,16,25 232:3,14,15 233:18 235:11 235:21 236:25 237:3,13,18 238:4,15,23 239:25 240:4 240:13,18,24 241:24 242:10 242:10,21,23 243:1,12 245:16 247:1 247:11,21 248:17 249:4,6 250:8,21 251:6 251:14 252:12 252:16,25 254:4,9,19,23 255:19 256:19 257:4 258:17 258:22 260:7 260:20 262:7 262:11 263:18 265:20 266:18 267:4 268:1,24 269:15 270:5 270:14,22 271:9,13 272:4 272:8,23 273:25 278:1 278:13 279:9 279:24 280:3 280:13,21 281:7 282:20 283:14,25 284:23 288:4 288:15,18 289:6 290:8 291:7 295:20 295:23 296:7 296:24 297:9 297:13 298:19 301:20 302:3 302:23 303:5

QUASAR SCIENCE LLC EXHIBIT 1023, Page 356 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

303:13,19,23 304:23 308:24 309:3,5,8 311:5 312:16,23 313:25 314:12 316:11,25 317:4,9,12,23 318:6 319:20 320:11,17 322:9,15 324:1 324:9,24 325:8 325:13,14 326:17 327:4,8 328:3,22
old 27:21 53:12 314:25
Olympic 40:19
omitted 244:18
once 10:24,25 83:18 321:22 322:4
one's 23:22 269:12 281:11 284:21,22
one-and-a-half 194:8
one-shot 200:18 200:19 201:10 203:7
ones 54:6 55:17 88:13 111:6,8 132:23 176:14 176:15 316:21
open 21:20 275:6
operate 138:12 138:16
operated 138:9 228:1
operates 138:7
opinion 84:10 172:10 259:9
opposed 58:25 202:13 213:4,6 323:7 324:13 327:1
opposite 248:8 248:19
Opposition 6:9
Optoelectronics 33:9,11 141:17
order 117:2,15 126:10 206:21 206:22 246:2 289:21 313:16 315:21 318:3 318:23 329:5
ordered 246:1
ordering 32:24 288:2 321:14
orders 52:1 200:21 206:24
ordinary 230:10
original 102:22 103:1 105:12 166:22 167:3,5 195:13
output 30:8 63:19 84:24 87:8 88:10 91:10,11,12,16 107:14 108:14 113:22 114:16 120:21 121:14 121:20 234:3 241:2,5 248:22 322:16 326:19 327:5,7
outputs 113:23
outside 22:10 27:13
overall 261:5 265:14
overcame 239:12 246:16,22
overcome 116:11 116:15 239:8
overcoming 118:19
overheated 244:20
overlap 30:17 258:12
overlapping 114:13 258:15
overlaps 258:13
overly 63:19
owed 295:4
owned 304:5 306:3 307:6 308:14,14,21 309:24
owner 1:9 3:15 21:5,6,7 278:21 278:23,23 279:1,6,23,24 280:1 307:2,2 317:23
owner's 6:15,18 6:20 7:7 231:24 233:3
owns 279:19,20 304:1,17 305:5 305:21 310:11 310:18

P

P 3:1,1
P-N 247:4
P-o-u-c-h 326:7
P.M 165:7 166:2 222:6,6 249:11 249:11 258:3,3 294:18,18 317:20,20 318:5,5 329:9
page 4:3,15,17,19 4:22,24 5:5 6:13 17:1,2 18:2,11,19 20:4 36:8,13 38:7 42:24 66:19 72:20,24 74:8 76:8 77:24 78:10 81:20 82:1,6,6,11,14 82:14,15,18,23 83:7,8,10,11,21 83:22 86:4 88:23 89:2 91:3 94:8,9,10 101:15,16 102:2,8 103:12 103:21 105:17 105:18,19,22 106:12 109:21 109:23 110:5 119:1,8,10,12 119:15 124:10 124:10,24 125:14,15 131:14,16,17 133:19 135:25 141:3,6 146:5,7 146:18 151:23 152:12,12,25 153:3,10 154:8 162:2,3 166:11 166:13,14 168:1 169:5 170:7,7,16 171:4 183:5 184:23,23 188:2 193:23 193:25 205:23 208:13 212:9 214:25 215:10 215:11 218:15 219:22 221:24 222:1,16 229:20,25 230:7 232:5,11 233:17 235:13 235:22 237:1 237:14 242:12 242:18,19 243:8,10 247:2 247:12 252:21 254:20 256:15 256:20 258:25 268:3 269:17 271:11 272:5,7 277:15 280:21 281:6 284:15 289:6,13,16 290:1,2,3,5,10 291:5 294:24 296:5,6 297:4 297:10 298:7 301:2 303:12 303:15 307:14 307:15,16 310:10,25 313:11,12,12 313:17,22,24 314:3,8 315:5 315:17,22 319:8,11,12,13 319:14 324:4,5 324:5 332:9,11 332:13,15,17 332:19,21 333:9,11,13,15 333:17,19,21 334:9,11,13,15 334:17,19,21
PAGE/LINE 8:10,16
pages 5:8,11,14 5:20,23,25 6:6 6:10,16,18,21 6:24 7:5,8,10 125:9,10 146:15
painful 94:23
paintball 21:24 21:25
pandemic 219:15 219:16
panel 79:6,11,18 79:21
paneling 80:4
Panels 80:1,3
Panjiva.com 275:15
panned 46:14,17 46:23 47:3
paper 17:10,18 297:4
papers 223:4
paragraph 20:9 20:15 25:10

QUASAR SCIENCE LLC EXHIBIT 1023, Page 357 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

48:19 49:2 52:14 58:6 63:10 64:4,6,8 64:10 66:21 72:24 73:3 74:7 74:12,21 76:8 78:9 94:8,10 101:2 109:23 109:24 118:23 119:9,17,23 126:2,8,9 155:14,21 156:25 157:6 157:12 161:25 161:25 162:4,9 162:18 163:7 169:10 172:4 182:20,21 183:7,11 184:22,24 185:10,11,14 185:19,20 190:18 196:3 196:19,21,25 199:19 201:11 208:13,17 210:4,7,9 212:9 212:13,17 221:19 222:1 222:10 229:25 230:7 232:13 233:16,19 235:12,22 236:10 237:1 237:15 239:3 242:18 243:9 243:10,14 247:3,13 249:13,15 251:14 252:22 253:16 254:21 256:10 257:6 258:19,24 259:15 260:20 268:2,22 269:16 271:10 272:6 273:16 273:25 275:10 277:14 295:2 295:25 296:8 309:7,10 310:25 319:9,9 319:14,18 320:9,10,13 321:18,24 324:4 325:10 328:5,9,12,25

Paragraphs 169:5

Parameters 144:23 145:2,3 145:4

Paramount 47:13 49:19,21 49:23 50:11 51:1,13,14 52:1 52:3,9 53:2,7 55:8,14,23,24 59:6 62:9 63:1 65:5 69:3,10,21 75:13,14,17,22 75:24 76:3,6,15 76:20 77:2,9 78:3 79:14,22 162:10,22 163:9,14,17,17 163:20,24 164:1,2,14 165:4 182:23 183:7,11 184:5 185:4 190:20 191:13 192:13 193:10,16 194:20 196:7 197:3,14,19 198:23,24 199:2,3,6,13 200:14 201:24 202:1,7,13 209:10,11,16 209:17,21,23 210:13,18,18 210:24 211:7,7 211:8,9,11,11 211:14,18 217:15 249:18 249:19 250:15 250:23 251:3,9 251:18 252:6,6 253:20 272:25 273:1 304:12 305:6

Paramount's 55:19 58:12 197:8

parentheses 64:11

part 29:22 50:13 100:15 145:19 148:20 169:21 174:14 177:16 177:18 181:14 181:22 227:12 241:6,7 288:15

Partes 10:12

particular 10:18 213:22 240:14

parties 300:4

parts 240:1

passport 277:12 315:22,25

paste 220:2

patent 1:1,2,9 3:15 5:19,19,20 6:15,18,20 7:7 7:9 10:7,13 11:3 17:4,20 18:7 19:21 20:8 20:19 77:7 123:5,8,12 124:21 127:10 127:16,22 128:13 131:7 134:2 135:5 142:4,7 146:18 151:24 153:15 153:16,21,25 155:2 156:3,19 158:5 159:3 160:7,7 164:8 169:12 170:1,5 170:24 172:8 183:1,14,25 193:1,21 202:17 203:18 212:25 223:4 223:16 231:24 233:3 255:4 256:12,16 257:1 286:10 286:14 287:8 307:9,11,12 317:23

patent's 184:2

patents 73:8,11 154:5,9 200:5 286:17 307:6 307:23 308:13 308:15,21 309:1

pattern 132:10

pay 93:14,16 151:16 211:9 211:10,11,15 246:3

paying 93:7,10

pays 211:12,14 211:15

PC 147:14,25 148:4 246:6

PCB 116:9

peak 143:17,18

penalties 237:22 238:1 239:4,9 240:6

penalty 236:18 331:5

penalty.' 236:15

pending 15:8

people 42:24 62:14,23 63:4,7 70:2,3,6 75:12 75:14 126:18 198:25 199:4,5 224:7,9 226:21 259:8 262:22 263:2,17,19 264:4,11 268:11 270:16 282:24 316:15 328:16,19

percent 87:5 108:8 140:1,3,5 140:7,7,8,10 145:13 149:15 185:16 228:20 238:18 239:3 251:16,24,25 252:3,11,12,13 252:13 309:11 310:17

Percy 314:5

perfect 103:9

performance 73:19 74:2 225:18

period 115:14 251:21 309:18

perjury 331:5

persistence 116:14

person 30:25 31:1 32:19 38:8 93:23 230:10 233:4 264:3,5 327:18

personal 189:17 303:23 307:17

personally 97:15 229:18 255:18 292:22 317:6,7 317:9,11

personnel 325:2

PERSONS 165:8

Petition 5:10 10:9

Petitioner 1:6 3:4 3:8 317:21

Petitioner's 230:9

QUASAR SCIENCE LLC EXHIBIT 1023, Page 358 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

Ph.D 7:7
PhD 229:21
Philips 97:16,21
phone 187:6 322:11
phosphor 115:7 158:12,15,19 206:11 246:5
phosphor-based 206:5,9,18,21
phosphors 159:22 160:1
photo 74:14 145:2
photographs 275:8
photometric 238:8
photos 228:2 273:23 274:23 274:25 311:8
physical 227:16 227:18
physically 104:14 191:11
pick 112:2 168:23 210:19 214:8,15
picked 168:15 210:14 211:1 211:20
picture 76:9,9 134:11 225:1
Pictures 49:20,23 50:11 163:9
piece 17:10,18 60:5 255:11
piles 116:17,23
pink 61:7,20
pinpoint 114:2
Pinpointing 240:10
pitched 185:23
pixelated 262:10
place 3:9 327:21 330:11
placed 75:3 92:1 126:12,24 319:25 320:21
plaintiff 6:5 288:25 289:9
Plaintiff's 6:9
planes 200:6,7,8
plates 288:2 296:15,18 297:6
plea 314:4,14,14 314:15
please 9:12 14:2 15:9 18:18 20:4 25:11 48:20 54:22 58:5,7 63:10 66:19,21 72:13,16,19,23 74:7,21 78:10 82:5,18 83:7,10 86:7 93:25 94:7 94:10,12 101:5 105:17 109:21 110:5,11 123:17 131:14 131:17 133:19 133:24 134:10 135:25 144:23 146:4 151:23 153:1 154:15 155:4 156:23 161:24 166:8 166:10 169:4,4 170:5 184:22 184:23 193:22 193:23 196:2 196:19 199:19 202:18 203:17 203:23,24 205:23 207:17 208:10,11 210:8 212:8 219:21 220:4 221:20 222:10 229:24 237:14 242:11 243:8 247:2,12 249:13 252:21 252:23 254:20 280:21 289:25 290:3 291:5 297:3 301:1 302:6 307:14 309:7 310:24 312:24 315:17 317:18
plenty 63:2
plural 111:14
plurality 175:8 175:16 178:20 182:16
plus 137:6,10 139:25 140:6 240:8 316:5
pod 298:19,23
pods 298:15,21 298:22,25
point 82:13 91:13 136:18 234:10 234:12 235:23 236:12,13 237:5 239:5 240:5 247:4 251:11 258:14 318:1
pointed 83:9 91:18
pointing 61:3,19
points 86:25 116:7 145:23 182:10,11 205:16,17 228:22 236:3,6 245:15
pole 27:17
popular 269:10
portions 11:19
POSITA 230:15 231:20 232:8 232:19 233:4,9 238:6 242:14 243:2 244:1
POSITA' 230:11
position 214:21 225:9 227:1
possession 314:22
possibility 293:20
possible 165:4 312:6
possibly 49:13 218:6 252:20
potential 238:17 239:2
Pouch 326:6,7,13
power 137:2 178:13 249:1
predetermined 175:12,20
prefer 10:4
preferred 319:10 319:14 320:13
prepare 19:5,8 19:11,15
prepared 5:7 6:22 153:4 297:22
present 3:22 165:8 281:16 281:20
presented 283:16
pressure 283:23
pretty 70:5 263:3
prevent 16:17
previously 5:18 6:3 7:3 66:17 72:18 89:15 123:16
price 197:22 251:8,11 253:2 253:20 270:18
pricing 269:20 270:24
primary 157:13 157:20,25 285:18
primitive 113:4
principal 20:23 21:4
prior 15:3 46:5 296:2,13,14
privileged 11:17
probably 26:21 26:22 97:7 101:23 109:10 161:21 252:11 263:14 266:22 270:11 317:25 322:10
problem 66:6 100:12 166:22 167:2 245:22 293:5,6
problems 63:18 64:20 66:9 110:19 114:23 240:10 323:22
proceed 15:15
proceeding 9:23 11:1,3 12:1,4 12:15 13:13 17:15 117:20 117:21 299:7 299:25 301:13 316:21
proceedings 10:13 14:24 16:24 18:15 68:19 70:9 229:15 330:10 330:14,17
process 32:12 35:12 62:11 94:22,23 97:2 110:11 118:19 189:1 321:2,7
produce 121:14 121:19 190:20 320:2,23 321:8
produced 148:20
product 52:8 54:25 55:1 56:11 61:8,12

QUASAR SCIENCE LLC EXHIBIT 1023, Page 359 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

61:16 71:6 84:11 85:9 94:19 101:7 127:14 129:11 146:5,8 169:16 169:18 172:15 175:4 178:24 181:17 185:2 194:21 196:5 198:9,11,17,21 201:17,21 203:1 204:23 214:11 223:7 223:19 224:16 227:17,19 228:8 241:5 242:1 246:4,17 247:9,22 248:2 248:3 250:1 255:16 256:25 262:4,15 274:24 275:2 292:15 299:14 299:14,18,20 312:5,17 323:21,23
production's 107:5
productions 226:14
products 23:12 54:2,3,8,18,18 54:19,22 55:7 56:12 65:19 138:20 172:10 173:12,21 174:17 175:14 175:22 176:3 176:25 177:3,4 178:10,17 179:5,17,21 180:9,11,15 181:8 182:3,8 182:13 183:18 184:9 193:9,17 204:15,18 206:9 208:7 216:7,24 217:12,14 221:16 259:6 262:5 265:25 291:14,16 292:5,13,23
professional 213:5
project 95:8 296:3,13,14
promise 151:2
promised 163:10
proof 274:3,7,11 274:14,19 275:12
proper 299:6
property 303:24 307:17,20,24
proposed 230:9
protect 147:14 147:25 148:12 148:15
Protective 318:2
prototype 73:20 74:2 85:2 94:19 101:7 104:9 105:12 110:8 121:1,9,19,22 121:25 122:16 122:20,25 133:3,17 163:8 164:4 321:3
prototype,' 105:25
prototypes 32:24 85:6 100:9 101:8 103:22 103:24 104:5 104:10,11,15 106:6,14,22,25 108:22 109:14 110:17,24 111:1,12,14,15 132:18 318:22
prototyping 95:19
provide 89:11 176:10,12,13 176:14 193:9 205:1,4
provided 178:14 214:4 243:21
providing 172:19 173:1 305:5
province 98:6
provinces 96:8
provisional 7:9 123:11,14 124:21,25 127:16 128:1 131:1,7 134:1 135:5 142:4,7 146:18 151:24 152:13 164:7 319:4,13
pull 52:1 297:3
pulled 304:20
Pulling 52:1
pulsing 87:5
punch 87:10
purchase 98:16 99:1 117:4 197:8 198:21 260:19 265:3 270:13 291:13 296:19
purchased 55:17 182:23 183:11 185:4 196:7,12 203:1 209:1 260:18 261:21 262:20,21 265:2 292:5,12 292:15 324:12 324:17,18
purchasers 259:21
purchasing 33:18 33:20 196:16 196:17 248:25 256:3 265:1 269:18 270:6,7 270:10,12 271:4 291:16
Purity=9.9 145:13
purposes 82:17 306:4 310:8 315:16
pursuant 2:7
push 116:18 240:21 248:12 248:14 311:21 312:12,14
push-button 167:4,5,15,19 167:20 168:13
pushed 146:2 240:25
pushing 100:13 100:15
put 16:1 20:1 68:18 69:16 70:8 77:4 92:4 113:18,19 142:6 189:19 213:10 226:14 226:15 227:23 238:24 241:24 282:3 291:2 301:12 306:12 309:1 316:20 322:21 323:7 327:16 328:1 330:12
putting 126:18 226:20

Q

qualities 323:14
quality 95:17 151:14 276:3 319:24 320:20
quantity 117:2,4 117:15
quarter 219:10
Quasar 1:5 10:9 55:3,5 56:22 57:4 81:21 98:19,25 117:8 197:21 198:8 198:12,17 225:8 226:19 226:20 253:8 255:2,15,24,25 259:5 260:5,15 261:9,24 262:15,20,21 264:5 265:3,15 265:22 267:1,6 267:20,24 268:7 269:19 270:24 272:11 272:17 274:24 275:1,24 276:1 283:2,3,5 285:18 286:9 286:17 287:13 324:13,18 325:1 328:25 332:2 333:2 334:2
Quasar's 214:20 255:11
question 11:16 11:18,19,21 12:25 13:7 14:2 14:7,8,12,13 15:9,9 23:19 45:25 73:21 85:18,23 86:12 102:3 103:22 105:23 110:6 133:12 135:16 135:22 138:24 156:6 159:8,21 168:2 173:18 173:19 174:8 182:21 193:7 193:20 195:13 204:25 208:4 210:7 214:7 224:24 227:3 237:7 241:16

QUASAR SCIENCE LLC EXHIBIT 1023, Page 360 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

246:20 256:11 257:2 260:12 262:8,11 263:4 263:11 267:17 277:6 281:3 308:17 310:16 312:10 315:7 322:15
question's 238:20
questioning 315:14
questions 8:9,15 11:13,14,15 14:2 15:18 70:14,20 71:11 117:10 189:20 258:16 282:2 314:13 317:22 325:14 328:4 329:4
quick 190:21 191:13
quicker 114:3 211:14
Quite 96:12
quote 198:20
quoted 259:18,25
quotes 264:25

R

R 3:1 7:6 229:21 332:1,1 333:1,1 334:1,1
RA 140:14,17,23
rackets 22:18
radar 267:11
Rainbow 55:6
random 270:16
range 138:6,7 139:9,13,14 175:12,21 179:12,15
ranges 155:23 156:10,18
Ray 56:23 273:17 273:19,21 280:5 281:4,9 281:10 282:5,5 282:19,23 301:21
RBGAW 217:7
re-ask 267:17 321:6
Re-scheduled 96:24
reached 98:15
read 25:11 43:4 48:21 58:6 63:10 66:21 68:20 72:24 73:23 74:7,21 78:11 81:13 83:13,22 86:4,6 91:3 94:12 101:15 103:10 103:12 105:17 109:21 119:17 120:6 126:3 127:18,22 154:10,15 155:1,4,22 156:24 157:6 160:6 161:25 162:4 166:14 169:5 172:14 181:4 196:21 208:20 210:4 212:8 221:20 222:10,12 229:25 230:1 237:15 243:8,9 244:16 248:23 252:22 254:21 256:10 258:19 268:21 271:10 294:13 305:18 310:25 319:17 324:6 328:11
reading 67:6 111:18 113:21 127:9 142:23 154:20,25 159:5 213:5
readings 112:18 114:5 136:14 143:2
readout 214:14
ready 25:12,14 48:20,22,24 58:7 63:11,13 78:12 83:23 85:14 94:13 117:18 119:11 119:18 126:4 157:7 162:5 163:9 164:4 166:6,15,18 167:10 169:6 196:22 208:21 210:5 221:21 222:7,11 230:2 237:16 252:23 258:20 311:1
real 214:19
realize 168:17
really 46:19 93:4 142:10 243:10 246:11 249:7
reason 16:13 23:10 80:24 92:22 213:22 290:1 332:5,9 332:11,13,15 332:17,19,21 333:5,9,11,13 333:15,17,19 333:21 334:5,9 334:11,13,15 334:17,19,21
reasonable 238:7 242:15
recall 26:1,3,19 28:11 30:11 31:3 42:12 45:17 52:25 65:11 77:17 80:17 90:7,17 103:3 127:23 134:16 137:14 140:18 141:20 143:16,20 144:13,20 146:25 162:21 163:4 164:6,24 166:25 167:2 184:7 191:15 191:18 248:6 250:4 254:7 255:10 256:7,9 265:12 266:1,9 266:20 270:25 271:2 273:3 274:17,18 277:23 287:6 293:11,15 296:18 303:3 307:10,13 328:15,19
receive 266:12,18
received 106:14 278:1
receiving 104:22 178:13 187:6
RECESS 72:14 118:11 154:22 165:6 222:5 249:10 294:17 317:19 318:4
recited 182:25 183:13,24 234:7,22 255:4
recognize 131:20 132:15 133:2,9 136:11,13 146:24 152:1 187:20 311:9 313:5
recollection 39:9 104:4 105:17 324:12
recommendation 89:12
record 9:13 10:15 13:8 14:23 16:1 20:5 49:14 54:13 61:7 72:12,16 153:3 154:21 154:24 249:9 257:21 258:2,4 258:7 286:3 292:11 317:18 319:6 330:16 332:6 333:6 334:6
recorded 330:14
recording 172:20 173:3,6,13,22 174:1,4,5,11 179:10,20 180:12,19 244:6,21
records 264:12
Recross 329:3
red 54:14 71:23 157:25 158:9 207:5,7 227:5
redirect 317:24 325:19
reduce 234:10
reduction 236:14 238:17 239:3
refer 147:9 148:12 169:11
reference 243:4
referenced 20:18
referred 36:1,22 37:21 40:3 44:10 158:18 187:10 297:15 302:7 313:1
referring 10:18 59:16 84:15,18 183:7 325:23 327:5
refresh 39:8 105:16 282:25 324:11 328:13
refreshed 152:14
refrigerator 97:22

QUASAR SCIENCE LLC EXHIBIT 1023, Page 361 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

refused 197:5
regarding 12:5 70:14 202:20 279:6 314:14 315:14 318:12
regardless 322:21,22
regards 290:21
regularly 51:20
reiterate 110:18
related 23:12 88:9 125:20 230:18 258:16 299:4,24,25
relates 19:21 120:3 130:7 312:17
relationship 296:2,11
relative 67:13
relevance 22:23 44:2 45:5,12,24 46:13 56:5,8 57:16,21 96:11 97:6,13 98:8 99:15 100:2 101:9 104:17 106:8,20 108:15 109:2 113:16 116:16 117:16 133:14 138:13,17,25 139:4 142:20 143:1 144:12 168:25 189:11 189:25 190:8 190:14 193:19 194:22 195:4 195:10 208:3 217:16 232:25 295:14,17 299:2
relevant 117:20 117:25 139:3 299:14 300:7
remember 31:5 33:3 42:11 69:13,18 72:5 75:11 80:17,24 86:16 88:5 90:7 93:18 97:18 99:11 104:8,18 106:2 127:9,23 135:4,16 140:23 146:13 184:20 190:6 191:12 192:19 199:12 201:19 218:22 219:12 220:18,25 221:3 252:8 253:15 256:2 256:14 259:14 263:21,23,24 264:1,7,8 265:7 266:11,14 274:23 276:25 277:9,11 287:10,21 288:1 307:4 310:21 314:20 318:13 322:18 325:21 326:20 328:17
remove 60:10,22 246:6
Removed 62:5
rendering 88:18 140:19 182:14 220:21
renderings 129:25
rent 197:19 201:18 202:13 251:8,9
rental 198:14 201:25 202:1 203:2,7 210:19 249:20,20,24 251:18 252:5,6 252:13 253:2 253:20 309:13
rentals 197:3 222:18,19 249:18 252:18 252:19,20
rented 210:12 250:2 251:3,3
renting 52:9 196:16 197:5 197:13 199:7 202:21
repeat 73:21
rephrase 156:6 173:18 180:13
replace 27:25 75:8 150:14
replacing 198:11
replicating 253:8
reply 81:7 301:4 301:8
report 5:7 6:22 141:11,13 142:10,11 213:23 297:22 298:4
REPORTED 1:23
reporter 12:19 15:25 108:5 114:8,13 127:20 135:11 180:3 189:24 329:5 330:3,8
Reporter's 330:1
reports 145:15 146:15 214:4,8
represent 10:9
representative 25:18
representing 56:3,19,20
reproduce 253:13
reputation 65:3
request 8:22 18:21 25:13 48:23 58:8 63:12 66:22 72:25 74:9,23 78:13 84:1 86:8 91:4 94:14 99:5 101:19 103:18 105:20 110:2 119:19 126:5 155:19 157:8 162:6 166:16 169:7 196:23 208:22 212:10 222:13 230:3 237:17 242:7 243:11 252:24 254:22 258:21 268:23 271:12 311:4 319:19 324:8
REQUESTED 8:4
require 30:6,10 202:12 206:17 206:20 207:24 208:6
required 11:14 16:6 71:5,18 228:12
requirement 193:3 195:15 195:17 223:17
requirements 91:8 225:18 242:7
requires 225:17 236:13
requiring 207:1
research 95:19
researched 94:18 101:6 162:19
resolved 288:9 288:12
respect 299:13
respective 182:16
responded 281:25
response 6:15,18 6:20 7:7 11:2 25:23 41:22 43:3 64:5 66:15 77:3 80:10 86:11 88:1 120:5 158:7 168:2 199:14 207:6 217:23 252:1 266:12 266:18 270:23 273:9 289:12 308:2 311:15
responsible 241:4
result 100:14 116:14 277:16
results 87:24 88:9 108:24 110:10 112:8 112:15 116:1 123:2 142:5
RESUMED 165:7 166:4
return 162:11,23 211:21 315:21 315:25
returned 163:9
returning 198:10
revenue 203:8 222:20 249:20 249:21,25,25 250:11
reverse 117:9
Review 10:12
REVIEWED 314:9
RG 217:9
RGBA-1 217:1
RGBAW 54:12 55:5 216:25 217:8,10,20,25 218:10,19 262:9 312:21
rid 60:16,19
rig 227:22
rigged 203:11

QUASAR SCIENCE LLC EXHIBIT 1023, Page 362 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

275:8
rigging 226:12 227:19
right 16:11 17:9 17:11 18:4 19:17 23:17 25:1,20 27:22 28:1 31:13 32:5 40:19 41:14,18 42:7 44:1 46:6 46:23 47:15 52:21 53:13,17 54:18 56:17 61:4 64:14 67:17,25 68:19 69:11 70:25 73:5,8,12 76:12 82:21,22 83:8 83:25 84:4 88:19 89:16,18 89:21,23 90:6 107:10 112:3 118:2 120:14 120:19 121:11 124:1,9 126:15 126:23 130:8 131:9,11,12 134:18,24 139:19 140:8 141:12 144:15 146:17 154:2 156:5 157:11 160:2 161:20 162:12 164:10 164:22 165:5 166:23 168:19 170:4,14,16 171:4,8,11 172:12,23 174:5 177:10 185:24 203:22 203:24,25 204:1 209:5,6 210:16 212:8 212:18 218:7 218:10,13 219:25 221:13 221:19 222:16 224:3,8 228:25 229:4 231:11 231:17 232:12 233:10 235:24 236:4 239:3 241:18 242:11 243:13 246:19 246:24,25 250:6 252:4 256:13 260:23 264:16 265:13 272:2 275:12 275:21 276:4 276:12 277:13 278:22 279:7 280:24 288:6,8 290:12,16 296:9 298:1 300:13,14 301:7 303:8 310:22 312:24 319:12 320:15 321:6 322:2
right-hand 17:24 37:8 38:4 44:19 141:6,22 143:21 170:8 170:15
road 14:24 33:17
Robert 29:7,8,9 29:14 38:24,25 39:4,5,7 41:11 43:12,13,21 45:19
rolls 60:5
roman 181:2,5 181:22 204:8 242:20
Ronald 38:8,23
roughly 202:1
round 311:21
rows 178:20
Ruben 43:7,15 43:19
rules 13:24,25 315:7
run 203:9
running 306:16

S

S 3:1 4:11 5:1,17 6:1 7:1 38:9 332:1 333:1 334:1
S-i-m-m-s 218:23
S-i-n-o-l-a 35:4
S-u 95:13,14,15
sale 202:20,22 203:7 260:4,15 261:2
sales 25:17 58:12 197:2 199:21 201:13,16,25 202:23 222:17 222:19 249:17 249:21,25 250:12,19 252:11,12,13 252:19,20 259:17,25 261:11 264:12 269:5 271:16 325:1,3
sample 27:15 31:14,16,17,25 32:1,3,9,13 85:7,8 150:22
samples 32:25 168:9,11
San 48:11
sanitized 34:5,7 34:15
Santa 124:3
Sara 186:15 188:3,4 271:5,7 302:17 316:1
satisfy 179:22
saturating 198:13
save 248:12
saved 226:11 227:19,21
saw 9:22 33:13 59:6 62:10 164:7 171:19 304:10
saying 26:9 64:16 82:12 89:25 117:24 131:6 145:5 146:6 161:12 180:11 199:8 234:14 236:18 238:16 241:12 244:25 268:10 275:24 277:5 281:8,10 284:6 294:8 299:9,10,11,12 305:21 310:13
says 11:14,16 17:3 18:2 20:10 20:15,22 21:11 23:10 24:18 25:16 36:6 37:3 37:7,10 38:1,4 39:8 43:6 44:15 44:19,23,24 49:22 50:14 51:8 52:14 57:5 58:11 59:5 60:2 63:16,23 64:3 64:11 66:25 67:7 72:20 73:3 73:23,24 78:19 79:4 81:20,25 82:3,8,15,23,24 83:14,20 84:4 84:15,22 86:11 86:12 89:6,25 91:8 102:6 103:22 106:2 106:15 110:6 111:9 120:7 123:18,21 124:25 125:3 125:15,20,23 126:9 127:3 128:9,18,24 129:4,7,23 133:20 134:8 136:3,23 140:6 140:14 141:3,6 141:10,16,22 142:11 143:7,8 144:2,5,15,24 145:6 146:5,8 146:22 147:1 149:2 150:5,8 150:14,18,19 150:21,24 151:2,11 153:21,25 154:3 156:8 157:12 160:7 160:11 161:4 162:9,19 168:5 168:11 169:10 169:23 170:11 170:19,25 171:5,8 172:5 172:17 174:14 174:23 176:20 177:13,18 180:16 181:4,5 181:23 182:22 183:11 185:1 185:20 187:17 190:18 191:6 193:16 194:14 196:4,25 199:21 204:4 205:2,13 206:2 207:18 210:11 210:18 211:19 215:11,19 222:17 230:7 232:6,17 233:24 234:21 236:5,11 237:20 238:5 239:2 242:13 242:23 243:1 243:14,25

QUASAR SCIENCE LLC EXHIBIT 1023, Page 363 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

246:21 247:3
247:13 249:15
250:22 251:15
252:2 253:2,17
254:25 260:25
268:3 269:17
271:15 272:10
272:15 273:16
275:20 276:2,8
276:12,14
277:1,15
278:13,21,25
279:13,14
280:3,15,22
281:1 282:17
284:12 288:20
289:7 290:10
290:13,21
291:8 292:3
294:21 296:10
297:22 298:10
298:13 299:17
299:19 300:19
300:23 301:3,7
302:14,17
304:1 305:2
306:2,6 307:19
307:23 308:1,5
309:10,19
310:10,13
311:7 312:11
313:8 314:4,13
315:21,24
316:2
schedule 96:3
160:5 303:23
307:17
school 48:8,9,10
48:11 53:12
98:3 231:14
Schulman 36:14
36:16
Science 1:5 81:21
230:16 272:17
325:1 332:2
333:2 334:2
Science's 255:2
272:11
Sciences 10:9
scope 14:19
22:23 33:5 45:5
45:12,24 46:13
56:4,8 57:16,21
61:2 95:9 96:11
97:6,13 98:8
99:15 100:2
101:9 104:17
106:8,20
108:15 109:2
113:16 116:16
117:16 131:2
133:14 134:21
135:7,13
138:13,17,25
139:4 142:20
143:1 144:12
168:25 172:13
189:11,25
190:8,14
193:19 194:22
195:4,10 198:5
208:3 217:16
232:2,25
234:17 235:8
235:18 236:1,7
236:20 244:12
256:25 295:14
295:17 299:3
screen 262:25
263:2
second 120:19
137:12 160:5
170:7 175:16
175:20 176:11
176:11 177:18
177:23 178:15
178:19 179:15
181:14,16,22
181:25 182:15
182:16 204:11
206:4 230:7
231:5 257:22
269:11 282:10
282:14 290:25
300:19 319:9
319:13 320:10
326:15
secretary 42:25
43:24 44:16
177:9
section 214:23
242:24
secure 190:21
191:13
securing 50:16
security 50:6,7
50:10 283:3
see 15:23 17:2,5
17:21,24,25
18:8,10,12
20:13,20 21:1
23:13 27:13
34:11 36:8,11
36:14 37:5,7,12
38:2,10 40:10
40:13 42:24
43:2,24 44:17
44:21 45:4 48:5
49:6 50:17 51:7
51:10 52:18
53:10 58:15
59:13 60:7 63:5
63:20,23,23
64:4,9 67:4,11
76:9,19 77:20
77:22 78:2,17
79:8,21 81:20
82:12 83:1
84:13 85:3,23
89:9 91:14,20
92:12,24 94:20
102:24 104:2
105:3 107:1
110:21 113:25
114:23 119:25
121:17 124:11
124:12,17,18
125:1,3,17,21
127:6 128:14
128:22 129:18
130:1,5,13
131:18 133:21
136:1,5,9 137:2
137:22 139:23
140:15 141:8
141:21,24
142:18 143:5
143:10,23
144:1,3,6,9,17
145:1,8,21
146:9,20
148:18,25
151:3,17 153:7
154:18 155:9
155:10 156:15
157:4,15,22
158:3 160:9,12
163:12 167:18
169:14 170:2
170:13,20
171:1,6,10,13
172:21 182:1
183:2,8 185:7
187:8 190:23
194:5,9,12,18
195:14 196:10
199:24 201:14
203:21 204:2,6
204:13 205:24
206:7 207:22
212:5 213:12
215:13,17
219:23 222:22
229:7,20,22
230:12,25
231:22 232:9
232:10 233:22
234:4,23
235:15 236:10
236:16 237:23
238:10 239:6
242:17,21,23
243:6,23 244:7
244:23 247:6
247:16 249:22
250:25 251:22
252:2 253:3,22
255:5 256:14
256:22 257:11
257:14 259:1
259:22 260:2
261:6 264:11
268:8 269:21
271:19 272:13
272:18 274:4
274:10 275:7
277:19 278:3,6
278:15,19
280:6,17
281:22 285:1
285:10 286:11
288:23 289:11
289:16 293:24
294:22 296:4
298:7 300:21
301:5 303:9,15
303:21 307:9
307:21 308:3,8
309:14 311:10
311:23 312:2
314:2,3,7,17
315:19 320:5
320:15 321:1
327:17,21
seeing 152:18
seek 274:7,14
seen 53:11,11
65:7,10 76:25
79:13 127:22
128:11,12,13
227:25 246:17
246:18 273:23
278:12
sees 282:24
selectively 176:9
178:15 179:1
sell 21:22 22:1,3
56:11 131:4
197:6 198:25
199:1,3,4,5

QUASAR SCIENCE LLC EXHIBIT 1023, Page 364 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

202:13 217:22 217:24 270:4 295:10,12
selling 35:5 52:8 54:2,17 55:8 61:17 198:10 198:14,19 199:6,13 262:15,17
send 98:25 266:15 289:20
sent 27:14 266:6 266:24 267:2 290:23 291:1
sentence 52:13 79:4 128:8,18 160:6 169:21 169:23 210:8 230:7 237:20 238:5 243:25 244:16 245:2 249:14 250:22 259:24 270:9 271:15 280:3 319:18 324:7 325:9 328:9,25
sentences 250:6 283:18
Sep 5:20
separate 21:13 23:2 24:5 201:8 209:24
separated 201:9
September 290:16 291:8 291:17 292:18 292:19
series 311:12
service 188:25
set 63:7 68:13 75:16 156:11 176:13 197:10 205:6 209:15 276:9,24 305:6 306:15,19 330:11
setting 62:24 220:14 221:7 221:10
settings 220:5
setup 22:21
seven 164:16,18 219:13
sexy 168:21
shadows 91:20 92:12
Shanghai 28:16 29:17 32:12 33:17
shared 23:7
shares 279:19,20
Sheet 7:9
sheets 125:4,6,10
ship 297:9
shipped 32:2,3 33:21,25 34:2,4 34:6,15 35:2,8 104:23
shit 303:5
short 154:19 222:3 317:24
Shorthand 330:3 330:8
shortly 203:2 293:8
shot 221:24 222:2
show 28:16,17 29:2,15 32:8,16 32:17,19 33:17 33:17 85:15 123:15 150:22 203:9 211:23 212:2 262:24 272:16,20 273:2,6 297:2 299:17 300:17 319:3
showed 58:13
showing 109:14 263:2 277:4 312:20
shown 138:1 297:7,10 311:7
showroom 150:18
shows 63:3 65:12 65:13,15,16,18 134:11
shut 226:13 271:22
side 37:8 38:4 44:19 141:7 142:16 143:11 143:21 153:24 170:8,14,15 175:3,3,9,17 177:8,19 178:22 179:3 193:24,25 203:22,22,23 203:24 205:25 301:3 307:19
sign 287:4,7 291:22 292:1 294:4
signature 18:19 124:11 273:22 291:5,6
signatures 18:24 19:2
signed 127:9 191:21 192:8 192:16,17 278:2 291:20 293:3,9 294:13 294:25
significant 201:13
signing 307:10
Silva 6:17 51:9 51:12,18 52:6,8 52:20,24 53:3 53:25 54:8 57:6 57:19 58:12 63:17 64:16 67:1 78:25 254:9
Silva's 66:17,20
similar 19:19 130:11 146:15 154:11 200:14 298:3
similarly 17:20
Simms 218:22 219:6,8
simple 159:20 227:3,22
simplicity 19:18 19:20
SIMULTANE... 108:4 127:19 135:10 179:24 189:23
single 62:1 64:12 64:16,23 67:2,8 107:21 284:15 284:16
single-color 78:21
Sinola 35:2,3
site 69:3
sitting 203:13
six 59:6 60:4 106:18,24 107:3 125:7,10 190:15 303:1 324:7
sixteen 221:7,13
size 98:1 126:14 126:18 127:1 128:19
skateboards 22:1
skill 230:10
skipping 150:13
slightly 157:11 246:20
slow 271:23
slowly 54:21
small 109:15 255:12 323:6,8 326:22,24 327:4,4
SMD 128:20,25
129:1
smooth 91:24 92:16,17 100:20
smoother 91:12 91:16
smoothly 228:20
soft 91:17 323:20
software's 295:22
sold 54:3 55:13 117:9 184:5 201:17,21 217:15,19 225:3 250:15 257:7 259:6 261:15,17 264:5 328:25
SOLDER 247:4
Soldering 116:7 245:15
soldier 108:12
soldiers 107:2,6 107:25 108:2
solicit 270:13
solution 162:11 162:24
Solutions 4:14 25:19 26:18,24 29:23 30:20 33:19 35:15,18 36:7,19 38:19 39:10,21 40:16 41:9,18,25 42:6 42:14 43:17,25 44:7,24 45:3,16 45:22 46:4,12 47:11,20 48:1 49:9,15 325:24 326:1
solve 245:22
somebody 12:6,8 12:9 32:14 93:8 251:3 255:13
somewhat 69:23
Sony 54:3 55:16

QUASAR SCIENCE LLC EXHIBIT 1023, Page 365 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

56:11,24 202:22 255:14 324:22
soon 165:4
sorry 35:17 45:22 55:10 65:16 79:16 86:2 90:25 95:12 100:3 108:7,7 112:6 114:12,15 119:2,14 142:14 145:3 152:21 156:24 158:14 169:21 172:2 177:11 186:9 203:15 203:23 206:17 207:12 210:6 213:8 217:9,24 218:12 226:10 230:6 231:4,16 260:11 266:4 272:6 289:25 297:3 313:12 313:19,22 315:6 316:14
sought 274:2,18 275:11
sound 156:5
sounds 263:6 270:1
source 21:17,19 27:10,15 29:3,3 42:4 74:13 91:13 142:11 265:23,24 266:15,25 267:5,19,24
sources 234:10
sourcing 28:3,4 39:15 44:5 50:22 51:1 239:17,17 240:1
SP-4 298:13
Spacepan 298:15 298:19,21
speak 246:10,11 301:22
speaking 108:4 127:19 135:10 141:14 178:1 179:24 189:23 213:20
spear 112:23
spec 204:2 206:14
special 133:7,8
specific 218:7,9 225:17 240:5
specifically 86:22 118:23 120:8 227:21 301:14 324:3
specifications 30:4,6,19 31:9 31:12 70:23,25 71:17 90:17 136:7,15,20 152:23 159:17 159:18 170:23 212:14 238:9 241:18 320:1 320:22 321:8
specs 88:5 89:13 99:23,25 114:20 203:20
spectrodiameter 215:6
spectroglobe 141:13
spectrograph 111:19,20,21 112:22,23 113:7 142:23
spectrograph's 114:17
spectrometer 239:15
Spectrophotoc... 141:11
spectrosphere 115:23 145:16
spectrum 142:16 143:4,15,18 155:8
speculating 263:7,8
spell 29:11 35:3 93:25 186:18 269:25
spending 116:23 225:13
spent 106:3
sphere 112:22,24 112:25 113:1,2 113:7,9 114:17 215:5
Spider 21:21,23
spikes 60:11 86:25 87:4 88:21 113:24 113:25 145:21 145:22
spoke 91:10
spoken 229:17 258:4
sporting 21:18 21:23 22:17,18
spot 284:4
spread 30:15,16 30:17 91:17,17 91:20 92:2 93:4 323:16,17,19 327:10,13,15 327:22
Sputnik 266:3,4 266:13 267:1,6 267:20,24
stage 63:2,5 65:15,16,18 75:11 156:11
stages 53:8,11 62:13,25 63:1 71:19 227:25 274:24 275:1,6 328:1,2
stake 73:7,10
stamp 278:7
stamped 290:6,6 313:12
stand 132:4 220:17
standard 62:15 71:5 84:17
standards 102:10 102:16 207:1,2 221:16
standing 315:10 315:14 316:5
stands 54:13 132:7 220:20
start 42:17 46:8 89:8 90:2 158:14 169:22 198:14,19 199:6 243:13 265:25 287:17 291:16
started 24:25 28:21,23 32:24 53:14 100:11 116:20,23 121:23 162:14 197:13 198:10 226:20 253:8 316:16 325:19 326:6
starting 83:22,24 105:22 171:16 171:20 190:19 191:8 192:7 212:9 222:16 271:23 320:12
starts 49:2 131:14 155:7 157:1 233:19 258:25 275:10 311:16 320:13
state 6:12 9:13 44:16 188:24 278:17 288:21 294:20 300:16 301:12 330:9 331:7
stated 321:24
statement 4:20 40:12 306:13 325:9
States 1:1 5:9,12 5:19 21:21 22:8 22:11 33:22 34:5,23 122:17 122:21 123:1 133:4 153:25 283:3 293:18 293:21 302:14
stay 198:15
staying 101:2
stays 212:3
stealing 226:24
stenographically 330:14
Step 134:9
Steven 56:23 280:23
stick 82:15
stock 39:20 57:13
stole 198:8
stop 176:2
stopped 41:17 46:3,7 47:7,7
straight 149:8 163:24
street 3:5 27:17 30:18 40:24 41:3
streetlight 27:9 27:12,16,19
streetlights 90:13 90:14,16
stricken 258:7
strip 147:14 148:6,7,9
Strong 56:23 280:24
structure 134:10 175:1,10,18,25 176:4,23 177:8

QUASAR SCIENCE LLC EXHIBIT 1023, Page 366 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

177:17,20 178:22 179:4 300:6,7,8
studio 50:16 226:11 270:4
studios 62:10 72:3 198:10 199:15,16,18 211:15 227:19 228:10 251:9 259:4,5,8,11,13 261:20 262:16 262:17 265:14 267:2 268:5 270:19 275:4 324:21,23 325:2,2
stuff 180:15 271:24
style 297:10
Su 95:10,13,15 95:16 276:2,24
sub 205:6
sub-rentals 251:7 251:7
sub-rented 250:23 251:2
subject 315:15
submitted 13:18 286:3 288:16 289:9
subscribed 330:19
substantial 185:5 185:9 196:8 203:1 246:15
substantially 176:22 177:16
substantiate 265:16
success 138:19 189:15 217:18 222:25 223:11 223:20 224:10 224:21 225:2 227:9 238:7 242:15
successful 84:11 223:7,14,18 226:5,11,19 228:9 244:3
sufficient 320:1,2 320:22,23 321:8,8
suitable 96:18 121:8,16 172:20 173:2,5 173:12,22 174:1,10 179:9 180:18 181:8
Suite 2:5 3:5,9,16
summarize 289:18
Summary 6:5,9 219:22 289:9
Superior 288:21
supplied 300:5
supplier 33:16
supply 49:5,18
support 6:4,8,15 6:17,20 7:7 175:1,9,18,25 176:4,22 177:8 177:17,20 178:22 179:3 223:11 229:21 286:3 289:9
supporting 328:23
sure 9:24 26:7 56:18 69:7 73:22 76:24 83:8 85:12 86:13 88:7 98:20 103:15 107:2,24 109:25 110:12 118:10 119:9 127:11 133:15 134:1 156:7,21 158:24 161:19 163:1 202:24 206:25 214:3 223:23 224:6 241:15 257:23 263:3 279:8 296:17
surface 147:14 147:25 148:12 148:15 175:2
surprise 254:9
surprised 254:12
surrounds 298:25
swap 20:2 59:9 105:1
swapped 105:2
swapping 27:14
switch 61:15 136:4 137:21 137:25 150:10 150:11 152:4 166:22 167:3,4 167:5,6,16,23 168:10,12,24 172:2 312:14
switchable 54:6 54:23 55:13 56:15 61:11 68:6 120:24 214:12 228:16 234:13
Switchables 54:7
switches 150:11 168:4
switching 176:9
swore 282:22
sworn 9:6 16:5 82:9,24 83:3 281:9
symbol 64:6,8
symbol's 64:6
system 170:25 172:18,24 174:24 178:12 179:11,14 180:18 193:4 204:5 206:3 207:19 233:21
systems 62:24 230:23 232:22 233:7 326:14

T

T 4:11 5:1,17 6:1 7:1 132:4 221:10 242:1 332:1,1 333:1,1 334:1,1
T-12 284:10
T-h-e-e-l-e 186:19
T-shirts 51:1
T12 58:24 61:11 65:21,23 66:1 115:21 120:10 120:13 126:14 126:18 127:1 132:2 136:3,14 143:2 146:10 147:23 152:4 177:4 194:8 214:12 216:6 224:2,8,18 244:10 247:22 262:4 266:10 267:5,21 268:16 269:8
T12-1200 146:5,8
T12s 92:23
T8 65:25 126:14 126:18,25 128:19,24 216:6 224:2 244:11
table 59:9 194:11 194:14 214:25 215:2,3,11 220:3
take 15:3 34:9 60:4 100:23 118:9 154:19 161:21 221:23 222:3 243:2 249:8 292:16 294:16 319:17 324:6
taken 165:7 234:1 274:25 280:16 330:10
Talbert 37:10,14
talk 12:22 14:1 15:14 51:24 80:14 81:18 117:23 118:14 118:23 122:1 123:11 258:6 258:18 264:21
talked 14:17 62:12,13 63:3,6 80:12 83:17,18 86:14 89:7 90:1 91:9,10 103:23 156:3 162:18 177:15 179:19 196:4 239:4 250:16 251:12 256:12 288:4 316:21
talking 9:25 23:16 60:13 62:23 63:15 67:21 86:16 88:24 89:14,17 89:22,23 90:3 95:7 108:5 118:18 121:22 137:18 166:22 168:12 170:23 177:2,3 180:6 183:17 185:10 212:13 214:16 237:25 240:7 241:1 256:13 262:14 265:11 294:20 301:15 309:24 312:13
talks 126:8 155:22 159:1 194:7 237:2
targeted 197:3

QUASAR SCIENCE LLC EXHIBIT 1023, Page 367 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

249:18
targets 71:25 241:12
tariff 293:5,6
tarp 327:23
tax 306:4
Tc 144:15
team 308:18
technician's 146:1
technicians 114:2 114:7,19 115:10 116:18 116:19
technology 58:25 59:1
TELECONFE... 3:23
television 49:5,18 232:22 233:6
tell 27:11 32:11 32:12 54:21 85:21 95:5 98:25 99:20 102:11,21 110:9 114:2,6 114:20,20 117:1 142:25 162:22 193:25 223:6 225:11 262:17,23 265:1,2,4 296:17 306:7 313:13,17
telling 84:16 117:11 248:11 279:4 325:2
temperature 58:19 59:10,12 59:15,23 67:9 68:4 71:21 78:21 84:25 86:15,17 87:2 129:25 138:1,3 139:9 148:23 149:2 150:8,23 155:23 156:10 156:18 175:12 175:20 179:12 179:15 240:23 243:18,19 244:19 245:1,6 247:5
temperatures 71:4 107:3
template 291:1
ten 96:15 106:18 106:25 193:13 203:11 257:7 317:25,25
Ten'ish 96:16
Tennis 22:18,18
terms 71:20 108:14 110:20 225:18 267:4 324:12
terrible 116:6 122:4,7
test 35:9 87:14,22 87:25 88:15 104:14,16 106:24 107:1,4 107:21 108:23 122:19 141:11 141:13,21,22 142:5,9,11 145:15 163:22 168:3 205:5,6 205:18 219:22 220:7,13 241:25,25 242:2 247:19 256:5 321:10 321:17,23
tested 85:7 87:19 88:8 113:9 123:1 163:15 205:3,6,7,8 220:7 319:25 320:21 322:8 323:21 327:15
testified 9:7 82:9 82:25 83:4 188:15 248:21 324:25
testify 16:6,14
testifying 16:10 16:18
testimony 15:14 135:19 203:3 281:9,21 330:12,16 331:6
testing 84:24 85:6 87:13 106:6 113:15 136:21 215:6,7 239:16 240:2 247:18 322:5 323:12,23 327:18
tests 213:20 327:20
text 80:23 83:17 145:6 146:23 155:1
texted 80:15
texting 322:12
Thailand 22:14 22:15
thank 10:20 13:11 16:4,22 19:4 20:3 23:9 29:13 37:18 49:16 54:16 67:23 81:5 101:21 102:9 110:4 118:17 153:14 203:15 208:16 249:3 258:17 300:13
theatrical 262:6
Theele 186:17,20 188:5 271:7 302:17 316:1
theirs 92:21
thermal 242:14 242:24 243:3 243:18 244:9 245:11,13 246:15,21
thick 166:9
thicker 246:6
thing 12:18 15:7 15:23,24 75:11 78:25 119:5 147:1 148:8 168:8 205:20 231:17 248:10 257:5,6 282:10 282:14 283:1 286:4 304:21
things 105:1 110:9 130:24 200:23 226:14 239:4 246:2,8 283:17
think 17:9 22:2 33:13 38:22 39:12,14 41:24 42:2 51:3 59:4 61:3 101:23 148:10 154:20 161:1,14 173:12,15,21 184:9,12 185:13 214:10 215:4,5 228:5 228:25 231:13 246:22 248:21 257:2 260:17 265:13 267:22 273:21 274:10 275:8 277:1,7 280:10 285:20 287:1 288:11 299:6 300:10 302:4 310:4
thinking 122:10 122:11 161:8 184:4,4
third 55:4 97:7,9 99:9 144:24 232:6 269:11 300:20
thought 55:12 62:18 84:9 85:14 97:5 238:21 248:11 254:10 267:9 284:20
thousand 88:2 257:8 262:19
thousands 259:6
three 10:12 13:18 13:19 16:24 18:14 19:18 42:24 54:19,22 55:7 56:12 130:10,13 157:25 225:17
three-row 311:18
three-year 251:21 309:18
throw 108:17
thumbed 144:23
time 30:24 38:8 42:18 47:18,19 48:1 49:3,8,9 49:10,12 50:10 50:19 62:16 63:2,6 65:12 69:11 72:10 73:18,25 77:4,6 77:7 80:1,6 85:9 88:20 95:1 95:3 102:18 103:14 107:22 109:11,13 112:5 113:5 115:24 116:13 116:18 123:6 124:4 131:1 135:12 138:10 138:22 146:13 163:3 167:10 172:14 181:3 188:12,13,14 189:4,5,6 196:15 197:21

QUASAR SCIENCE LLC EXHIBIT 1023, Page 368 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

200:24 226:12 227:20,20 248:18 250:9 250:15 255:8 265:11 266:23 268:5 275:24 276:22,24 279:22 284:2 286:25 287:23 287:24 292:21 293:25 302:20 302:21 304:5 304:24 318:1 330:11,11,13 330:17
time-consuming 70:18
times 10:23 61:20 77:2,8 94:25 95:7 98:15 104:5 111:5 117:14
tiny 154:16,17
title 124:6 186:12 187:2,3 189:8 242:13
today 10:4 16:6 16:14,18 25:4 35:19 52:6,9 55:8,9,11 83:4 139:7 186:1,6,7 188:15 192:21 258:6 265:22 271:2 273:4 310:14 316:21
Todd 5:22 6:14 68:10 72:20 81:25 82:8,24 87:20 90:10 91:7 121:25 312:12
toggle 167:12,14 167:16,17,21 167:22 168:13
told 72:6 80:25 85:22 90:5 109:11 122:4 137:19 162:10 192:9 255:14 255:14 258:11 259:9 261:20 262:19 264:5 265:7 286:16 296:15
tone 60:22 62:5
tones 60:10,17
top 27:18 36:8 37:3 38:1 40:8 44:15 66:21 76:9 82:6,14,19 82:21,22 83:10 103:21 125:15 131:18 133:20 136:3 141:4,7 141:10 142:14 144:2 146:22 153:21 170:16 175:3,9,17 177:8,19 178:21 179:3 180:7 185:19 185:20 213:16 215:10 232:11 237:15 243:14 247:3 278:6 290:11 300:19 303:15,17
topic 161:23
total 222:19 248:8 251:20 252:17 295:4 309:16
totaled 199:23
totally 262:2
touch 51:17 282:2,3
tour 53:9
touring 62:10
tours 69:5
trade 28:16,17 29:2,15 272:15 272:20
Trademark 1:1 10:13
traditional 150:14
trained 30:1,3
training 27:5,7 29:22,24
trains 200:8
transaction 287:18,22
transcribed 330:15
transcript 5:21 7:4 11:20 12:21 81:14 82:15 119:3 154:12 166:10 258:13 284:21 318:2
transcription 331:6 332:7 333:7 334:7
transfers 283:2
transient 70:2
translator 283:22
Traurig 2:4 3:4,8 10:8
tremendous 283:23
trial 1:2 95:1 100:8,11 105:9 206:13 239:11 239:11,14,19 239:20 246:9
trials 239:21
tried 122:3 281:18
trip 95:5,6 96:6 96:17,20 97:9 99:10
trips 97:4 162:20
troubleshoot 115:8
true 6:13 128:3 182:3 224:15 278:18 280:8 281:11 282:4 282:11,21 283:19 292:2,3 292:8,12 299:8 299:16 303:1 330:16
truth 279:4 283:17
truthfully 11:22 16:6,14,18
try 12:20 14:1,1 14:7 15:24 98:15 115:5
trying 24:23 41:20,20 42:4 49:11 70:22 71:14 75:8 98:25 155:13 180:14 189:15 242:15 246:16 267:18 291:23
tube 58:18,22,23 58:24 59:9,11 60:6 62:1 67:3 67:9 76:11,22 78:5,20 86:14 87:13,14,19,25 88:9 91:11 104:1 105:4 113:11 120:9 120:12,13 124:6 125:15 126:12,24 128:21 130:7 132:2,19 134:10 136:4 136:14 138:7,9 138:22 143:2 145:17 163:10 163:15 169:13 169:24 172:6 174:16,18 178:7 205:2,5,7 205:18 244:11 253:21 255:23 257:9 261:24 267:12 284:10 284:25 285:4,9 285:13,14 286:9
Tube' 163:11
Tube.' 169:20
tubes 58:14 59:8 60:3,13,23 63:18 68:3 75:3 76:23 107:3,9 115:21 120:10 133:11 138:21 138:22 139:7 149:18,21 182:25 183:13 183:24 185:6 190:22 193:13 196:9 197:10 199:7,22 202:13 203:10 210:13,14 211:2,20,21 212:14 213:20 222:20 250:24 251:19 252:7 253:18 255:3,8 255:11 256:3 259:19 262:20 262:21 264:5 266:25 268:11 268:16 275:23 276:1 323:12
tubular 23:11,16 24:20 126:10 272:12
tungsten 58:19 59:16,21 67:14 67:24 68:4 78:22 86:22 87:3 105:13 120:20,24 121:15 132:5 132:10 147:9 150:11 156:1 156:13 220:6 221:10 225:20 226:6 312:15

QUASAR SCIENCE LLC EXHIBIT 1023, Page 369 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

turn 20:4 66:19 72:23 82:5 83:7 83:10 94:7 184:22 205:23 215:10 280:21 290:3 298:7 301:1
turned 51:6
twelve 125:4,10 221:6,12
Twenty 96:14
twice 291:13
two 20:1 21:13 23:21 46:24 54:17,18 104:25 137:21 149:16 155:22 156:9 157:13 157:20 203:7 216:7 217:10 219:5,13 230:21 233:5 242:20 250:5 253:11,13 271:1 283:17 283:18 326:13
two-foot 61:11
twos 217:2,3 269:4,11
type 11:1 137:16 146:5,8 297:7 307:19 320:3,3 320:3,24,24,24
type-o 17:7
types 157:13,20
typical 244:21
typically 15:3 27:21 241:21

U

U.S 10:13 18:7 20:18 153:21
U.S.PATENT 1:8
Uh-huh 66:14 114:18 120:15 139:8 167:24
UL 129:21
ultimately 32:15 33:18 258:7 308:25
ultraviolet 158:17 159:23
um 65:12 101:23 116:19 127:10 143:6 275:2
Um-hmm 11:7 41:2 115:19 137:17 140:2,9 149:14 151:4 155:24 157:5 210:17 219:18 225:22 252:4 280:25 281:2 291:15
Umarex 21:21
unable 259:18,25
UNANSWERED 8:15
undermining 198:9
underneath 150:19
undersigned 330:8
understand 10:11,18 14:2,7 14:12,25 16:9 23:19 24:4,6,8 24:23 45:25 50:20 64:1 71:9 80:7 105:11 116:25 124:20 128:6 139:2 142:10 148:14 153:9 159:7,12 159:20 174:8 183:20 193:7 193:20 198:22 213:14,25 214:21 222:24 223:3 225:5,9 225:10,12 227:1 228:2,4,7 237:25 238:16 244:25 246:13 246:16 260:11 294:3 300:2 315:1,3 322:13
understanding 160:17 258:10
understood 14:12 213:15 248:20 300:2 313:21
undue 258:15
Unfortunately 290:5
unidentifiable 34:12
uniform 107:8,10
uniformity 107:7
uniformly 108:2
unison 108:8
unit 32:20,21 197:23,25 251:12 300:7
United 1:1 5:9,12 5:19 21:21 22:8 22:11 33:22 34:5,23 122:17 122:21 123:1 133:4 153:25 283:3 293:18 293:21 302:14
units 33:19 34:2 67:21 260:9,22 261:3,5,16 265:14 268:18 295:4,7,10,20 296:21 298:17 300:5
Unlimited 288:22
unrelated 299:25
unsuccessful 96:20
unwritten 192:11
USA 5:13 291:24 291:25
use 9:24 32:19 62:22 87:21 121:16 148:14 148:16 150:1 157:24 158:12 158:15 215:5,7 226:16 230:24 247:14 321:2,7
user 149:25 150:1
users 210:12
uses 128:20,25
usually 327:16
UV 150:5

V

v 5:13
V-i-d-e-n-d-u-m 57:3
Valencia 210:2
variants 226:16 227:24
varies 319:24 320:20
various 118:19
vary 108:10
Vegas 272:22,23 273:2
Ventura 2:5 3:16
verbiage 153:7 213:25 292:25
verified 18:24
verify 72:20 123:17 180:24 263:16 291:4 310:9
version 214:1
versions 168:15
versus 81:21 235:7 300:23 322:16 326:19
vertical 76:11,14 76:19,23
Videndum 57:2
video 74:14
Videotaped 280:15
visa 291:24,25 293:23 294:11
visible 311:25,25
visit 52:24,24 77:2,9 95:21 96:9,10 287:16 291:1,23,24 293:13,24 294:11
visiting 76:15 78:3 79:22
visits 291:12
Voltage 136:23
volts 136:24
Voluntary 5:10
vs 1:7 5:24 247:4 332:2 333:2 334:2

W

W-a-n-g 93:21 93:22
W-o-n-g 93:20
wait 108:5,5 114:8 123:6 127:20 135:11 135:11,11 164:16,23 189:24 238:20 274:6
waiting 13:5
walk 48:6 197:9 269:2
walked 29:5
walking 27:17 29:15
wall 91:18 327:16,19,21 328:2
Walt 324:22
Wamco 199:22 200:1,17 201:16,17,21 218:1,2 222:17
Wang 93:19 95:2 98:21 99:9,17 112:11,12

113:6 141:19
want 9:24 13:24 18:17,18 34:8 49:17 56:18 92:4 107:9,14 118:21 126:3 152:25 153:5 165:3 193:2 200:22 221:22 249:8 257:19 263:16 270:8 289:18 293:13 315:9 319:7 324:1,6
wanted 27:15 32:19 49:4 62:2 96:4 112:9 116:24 198:20 198:20 240:23 249:2 291:1,2 291:23 321:3
warehouse 210:21 295:18 295:21
warm 67:10,13 67:16 78:22 130:3 137:25 138:3 139:9,11 139:16,25 147:7 155:25 175:21 179:15
Warner 255:13 265:5 274:25 324:21
warranty 151:1,2 151:5,7
wasn't 26:11 30:3 38:23 87:20 91:19,24 92:2,8 224:16 224:17 226:19 241:11 279:3,4 292:2 302:21
water 294:16
waterfalls 226:15 227:24
watt 234:2
Wattage 30:8
watts 129:14 137:5,6,11
wave 27:4 53:16
Wavelength 142:16
way 10:1 11:15 41:23 92:1 101:16 120:16 154:9 155:16 158:21 161:13 166:14 171:4 171:20 228:1 246:9,11 283:15,24 292:20 322:3
ways 201:8
we'll 47:14 101:12 115:3 117:23 176:1 181:2 243:13 277:2 287:15 297:14
we're 11:19 18:4 35:22 37:19 40:1 67:21 81:17 89:17 98:9 111:2 138:19 177:2 185:10 207:1 208:11 224:9 236:23 256:13 300:10
we've 13:24 61:6 72:9 143:17 162:18 177:25 196:3 217:6 221:22 234:8 281:20 316:21
wear 149:23
website 200:9 205:4 209:4,7 213:10 214:5 275:18 304:22
week 197:24,25 197:25 251:12 251:12 253:21 253:24 254:2 254:10,12,15 254:16
weeks 26:20 95:1 112:4
welcome 81:8
went 31:13 32:7 32:8 50:15,25 62:21 65:5 69:6 75:10,16,22,24 75:25 76:3 79:14 93:2,3 96:6,8 100:10 103:24 105:10 112:2 163:2,14 163:20,24 164:14 183:16 183:20,23 184:10 192:25 195:14 225:6 225:19 231:13 231:14 240:12 260:5,15 261:8 264:14,15 283:8
weren't 66:11 111:7 167:9 201:4 284:3
west 55:19,23 191:1,6 192:6
what'd 60:16
whatsoever 39:23 57:18 58:2 73:15
whereof 330:19
whichever 182:15
white 54:15 67:10,10,13,16 67:19 120:20 120:22,25 129:8,12 130:3 130:11,11,12 130:16,18,21 133:5,6,7,10,13 137:25,25 138:4 139:9,11 139:16,25 147:7,7 156:1 156:14 157:14 157:21 158:2,9 158:13,18 159:23 160:8 160:11,14 161:1,5,6,8,11 161:14,18 172:19 173:2 175:11,13,19 175:21 179:13 179:15 182:9 205:14 298:23
wholesale 21:22 22:5
wider 323:19
wife 185:22 186:8,12 188:6 271:7 302:19 302:21,25 305:20 309:24 316:1,2,9
wife's 189:1
Wildish 1:24 2:6 330:25
Wilson 21:21 22:16
Wind 4:16 37:4
winter 276:15 277:3,5
wire 116:9 283:2
wish 22:3 313:17
withdrawn 257:17
witness 4:3 10:2 11:23 12:23 13:1,10 18:21 18:22 22:25 23:5,19 24:2,16 25:13,14 26:14 27:2 33:6,8 41:22 44:3 45:7 45:25 46:14 48:23,24 51:22 52:11 53:18 56:9 57:15 58:8 58:9 61:4 63:12 63:13 64:25 66:22,23 68:23 69:21,23 70:1 71:2 72:11,22 72:25 73:1 74:9 74:10,23,24 75:20 76:17 78:13,14 82:20 83:24 84:1,2 86:2,6,8,9 90:23 91:4,5 94:9,11,14,15 95:10 96:12 97:7,14 98:10 98:12,19 101:10,17,19 101:20,22,25 102:18 103:7 103:14,17,18 103:19 104:18 105:20,21 106:9,21 108:3 108:7,16 109:3 109:23 110:2,3 114:14 116:17 117:7,11,17 119:1,5,7,12,16 119:19,20 122:23 123:8 126:5,6 127:22 128:5 131:3 133:15 135:1,8 135:9,22 137:14 138:9 138:14 143:2 144:13 152:20 152:22 154:16 154:18 155:19 156:5 157:8,9 159:4,6,9,15,18 162:2,6,7

QUASAR SCIENCE LLC EXHIBIT 1023, Page 371 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

164:18 166:7 166:12,16,17 166:19 169:1,7 169:8 172:14 173:9,18,25 174:8,21 180:4 181:20 182:6 184:7,15 185:16 186:4 186:10 188:21 189:12 190:1,9 190:15 191:24 193:7,20 194:2 194:24 195:5 195:11,19 196:23 198:8 201:6 202:10 202:15,19 203:6,13 204:18 208:4 208:15,17,19 208:22,23 212:10,11 217:19 218:12 218:16 221:24 222:8,12,13,14 223:22,24 224:23,25 225:7,10,15 227:12 228:16 230:3,4 232:3 232:14 233:1 233:13 234:18 234:19 235:3,4 235:9,10,19,20 236:2,3,8,21,24 237:7,17,18 238:3,14,22 239:11 240:10 240:16,21 241:14 242:18 242:21 243:11 244:13,14 245:4,9 247:24 248:6 249:7 252:24,25 254:22,23 255:18 258:21 258:22 259:11 261:11,13 263:8,14 264:1 264:25 265:18 268:20,23,24 271:12,13 272:8 274:10 274:23 277:11 279:6,8 281:13 281:18 282:8 282:14 283:10 283:22 284:1,6 285:6,16,22,24 286:16 287:10 289:24 290:4,8 293:11,15 294:7 295:18 302:2 303:3,5 303:13 304:20 304:24 305:12 305:25 306:10 307:4 308:17 308:23 309:8 309:21 310:3,6 310:21 311:2,4 311:5 313:25 316:12,15 318:20 319:1 319:16,19,20 320:7,11 321:5 321:12,20 322:1,6,8,12,24 323:6,25 324:8 324:9,15,21 325:12 329:2 330:12,13,19 332:4 333:4 334:4

WL:Ld=570.2 144:25 145:7

wondering 68:21 203:4

Wonderlick 52:17,23 53:4 53:21 57:6,19 63:8 185:3 196:6 202:25

Wong 93:20

word 9:24 196:12 255:12

words 92:4 158:8 201:17 211:9

work 15:5 19:11 19:20 26:17 31:4 41:9 42:10 43:19,21 45:21 47:2 50:2 52:3 63:8 70:19 97:15,21 109:15 154:9 162:10,23 168:7 200:17 209:13 210:23

workable 101:10

worked 19:7 35:14 36:19 38:19 42:13 50:3 73:4 84:6 110:11 165:2 192:4,14

working 19:15 27:24 38:24,24 39:9 41:17,24 42:3,5 45:22 46:3,7,8 47:18 47:19 49:12 52:5 53:24 59:8 95:2 106:5 107:2 121:23 145:17 148:23 149:2 151:13 163:17 246:12 296:1,10

works 11:12 68:13 198:22 202:7 276:11

worth 182:24 183:12 184:18 185:14

would-be 259:20

wouldn't 174:12 200:22 202:15 241:12 244:15 248:23 280:2 285:17 287:14 305:12

Wow 98:2

wrap 60:6

wraps 211:23,24

write 286:19 305:12,15,25

writing 191:5

written 125:6,10 131:8 151:9 158:22 191:3 258:2

wrong 110:23,25 114:10

wrote 159:6 191:11 246:18 264:10 279:22 291:20 293:1 293:22 294:2,2

www.ColtLED... 209:2

X

x 4:1,11 5:1,17 6:1 7:1 8:1 142:16 144:5 193:16 262:21 265:3 308:3,3,8

Y

y 142:16 143:5,12 144:8

ya 6:12 7:4 159:4 278:14 280:16

Yajun 6:4 289:8 289:15 290:13 296:2,11,19

yeah 12:14 26:14 30:15 33:12 47:14,15 57:20 64:8 75:5 77:12 79:19 80:22 87:10 89:17 91:9 98:3,12 109:9 111:24 113:1,3,3 114:14,22 122:5 143:13 149:25 153:6 153:11,13 155:7 161:7 164:20 180:4 186:10 204:2 213:9 219:7,24 222:4 256:17 256:22 259:13 261:12 269:7 273:12 279:18 282:1 292:25 315:4 324:4 327:3

year 26:21,22 28:18 35:15 42:15,17 80:19 80:19,20,21,22 83:18 99:8 106:1,4 115:16 115:17,18,19 164:5 184:4,5 184:19 191:14 191:16 199:22 212:3 219:13 253:10 266:21 291:14,17 292:5,6,13,16 292:16,16,19

year-and-a-half 253:12

years 50:3 73:4 79:6,11 115:15 125:24 151:2 165:3 190:15 190:15 192:5 193:14 203:8 203:11,11 210:22 212:3 219:13,13 230:22 253:11 303:1

QUASAR SCIENCE LLC EXHIBIT 1023, Page 372 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

years' 232:20 233:5
Yep 291:6
yesterday 54:4 55:13 80:16 202:22
Yowler 56:22

Z

zero 108:8 137:19 139:18 143:4,15 228:20
Zhang 6:4,12 7:4 258:6,11,16,18 276:10,11,15 276:19,23 277:8,17 278:14 280:10 280:15 281:3 281:14,21 282:1,10,16 283:3,8 284:14 285:13 286:13 287:4 288:6,13 289:8,15,19 290:13,18 291:12 293:9 293:11,13,23 294:2 297:9 298:16 300:3 301:25 310:23
Zhang's 12:12 257:13,17 258:13 277:2 283:4,12 301:9
Zhiyue 141:17

0

0.0 143:7
0.2 143:8
0.3444 144:5
0.3552 144:8
0.4 143:8
00611 17:8,15
00613 10:16 19:21 20:5,7
00614 10:16
02110 3:10
06 26:8
07 26:8
08 26:8
09 5:22 26:8

1

1 4:15,17,19,22 4:24 5:5 6:13 18:2,11 20:4,9 20:15 44:23 54:25 55:1 131:18 134:11 141:6 147:2 155:4,6,7 170:25 171:15 171:20,21,25 172:11,23,24 183:21,23 184:10 192:25 193:4 194:16 195:14,14,17 206:3 207:19 214:25 219:24 225:17 234:8 234:10,22 242:16 243:5 247:15 289:6 289:13 295:4 320:3,24 332:6 333:6 334:6
1.0 143:18
1.2 143:5
1:45 222:6
1:50 222:6
10 4:14 5:20 6:21 36:10 131:14 131:17 140:1,3 140:5,7,7,8,10 149:15 163:7 211:15 232:5 232:11 251:25 252:11,12,13 272:7 295:2
10,000 139:18 209:14 241:23
10,197,224 1:8
10,411,224 17:4
10,411,582 1:9 5:19 17:20 20:18 153:22
10,566,895 1:9 18:7
10/21/2019 6:23
10/8/2019 5:8
10:06 72:15
10:59 118:12
100 87:5 103:9 108:8 125:24 137:19 185:16 228:20
1000 87:9 107:15 140:13 181:6,8 181:15,24 194:16 204:9 204:11 205:2 207:3 225:20 227:4
1001 5:19 153:17 153:18 154:8 170:5 193:22 203:17 256:16
1010 139:25
102 7:5
1025 5:21 81:19 101:14 166:9
1038 5:24 300:18 300:18
1040 6:4 288:18 288:20 290:3 290:10
1041 6:7 294:19 295:3 300:15
1050 4:13 35:23 36:3,5
1051 4:16 36:21 36:24 37:3
1052 4:18 37:20 37:23 38:1
1053 4:20 40:2,5 40:8
1054 4:23 44:12 44:15
1055 5:4 187:12 187:14
1056 5:6 297:17 297:19
1057 5:9 302:9,11 302:24 310:10
1058 5:12 313:3,6
11 6:16 7:10 109:22 110:1 152:25 153:3 153:10 193:24 193:25 194:4
11/13/2014 303:16
11:07 118:12
11:44 154:23
11:45 154:23
11:57 165:6
110 136:24
1144 3:5
12 7:5 78:9 151:23 169:5 169:10 170:8 170:15,17 172:4 280:16 295:25 296:8 310:25 313:12 313:12
12's 64:23
12:44 165:7 166:2
1200 2:5 3:16 146:12
124 40:18
12s 64:22
13 83:11 141:3 152:13,16 169:5 170:7 182:20,21 183:7,11 185:11,14,20 190:18 193:23 193:25 205:24 205:24 233:17 254:20 303:12 303:15,20 310:10 315:5 315:17,22
14 5:14 91:3 118:23 119:9 119:17,23 184:5 256:24 258:25 277:15 307:15,16 324:4,5,5
144 313:17 314:2 314:10,11
1450 130:4
147 5:23
15 103:13,16 184:22,24 185:10 196:3 229:25 230:7 235:13 254:10 254:12,15,17 268:3
150 269:3
1500 129:7,11 130:15
1550 130:19
15th 3:5
16 4:24 44:20 84:5 106:11 166:14 271:11
1600 130:22
16000 2:5 3:16
166 4:5
17 124:17,21 129:14 194:5 252:21 290:2
18 4:19 38:4 39:8 125:9 208:13 208:17 210:7,9 237:1 290:2
187 5:4
19 101:16,18,23 105:19 109:22 110:1 146:18 210:4 212:9 290:2,3,5,10

2

QUASAR SCIENCE LLC EXHIBIT 1023, Page 373 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611

2 6:24 25:10 124:10 132:14 132:15 155:5 155:17 156:24 156:24 171:12 171:16,21 194:16 215:11 218:15 219:22 232:20 243:2 252:17,18 289:16 297:4,7 297:10,10 304:11 309:21 313:11 320:3 320:24 332:6 333:6 334:6
2,000,000 251:20 309:17
2:21 249:11
2:43 249:11
2:54 258:3
2:58 258:3
20 18:2,11 110:15 137:6,6,9,10,11 137:12,12 149:4 196:19 196:21,21,25 197:20,23,25 249:13,15 251:11,12,14 253:21,24 254:2,16 290:16 291:8 291:17 292:18 292:19 309:7 309:10
20+20w 137:4
200,000 182:24 183:8,12,19 184:18 185:10 185:14 250:16 304:11
2000 3:9 164:13
2000s 25:17,22 26:2,7,12,15,15 48:2,2 49:11 68:17 69:1 85:10 99:11
2002 4:14 36:11
2003 37:7
2005 26:5,8
2008 25:24
2009 5:5 21:8,9 25:1,24 28:23 29:19 47:22
2010 4:19,21 26:11 38:5 39:8 41:14,25 42:7,9 45:18 46:4 48:1
2011 316:7,9
2012 77:8 124:17 124:21 142:1 164:9,21
2012-05-08 141:23
2013 85:11 164:12,13 184:5,9,16,16 184:19 185:4 185:14,19,21 186:20 191:8 192:7,18 196:7 202:25 209:3 211:3 213:4 250:3 255:1,21 256:24 268:11 280:4,11 281:9 282:18
2013/2014 201:25 253:19 268:5
2014 184:19 190:7 222:18 222:21 251:17 255:2 272:10 272:16 273:19 274:6,13,19 303:20 304:8 304:12 307:6 308:1,13,20 309:12,23 310:18,18
2016 209:4 222:18 250:3 251:17 253:14 309:13 310:18
2017 4:24 44:20 45:3,10 197:1 197:17 198:3 198:19 199:11 200:22,25 201:12,25 222:19,21 249:16 250:5 257:10 261:5 268:6,11 292:19
2018 7:5 271:18 272:1,1 274:2,7 274:14,20 275:11 276:16 277:1,3,4,5,18 277:22,24 280:16 281:10 287:2,12,17 290:16 291:8 291:17 292:18 301:25
2019 5:20 184:2,4 199:22 212:23 213:3 256:13 256:23 297:25
2020 219:17
2023 5:24
2023-00611 10:16
2023-00613 17:19
2023-00614 17:4 18:6
2024 1:18 5:22 9:1 82:3,23 166:1 264:11 330:20 332:3 333:3 334:3
2036 6:11 278:5,6 282:16 284:14
2036n 278:2
2041 6:14 72:18 72:24 118:22 119:3
2066 6:17 63:23 64:1 66:17,20 67:7
2068 6:19 17:19 17:24 18:11 19:20 20:9 94:7 101:4,5 161:24 169:4 183:3 208:15,16 221:20 309:7 324:2 328:5
2077 6:22 212:18 212:21,22 297:2,3,5,11 298:4
2079 7:4 280:13 280:15
2080 7:6 229:5 242:12
20C 148:24
20th 324:22
20w 137:11
21 6:6 37:7 91:3 102:3 199:19 201:11 212:23 221:19 222:1 222:10 233:16 233:19
2123 7:9 123:16 123:18 131:15 141:3 146:19 319:6,8
22 237:14 280:22 307:23
23 4:21 41:14,25 42:6,9 83:23,24 86:6 101:22 235:12 242:12 242:18 272:5,6 273:16
24 86:5,6 103:13 103:16 105:18 105:23 235:22 275:10
24,000 260:21 261:4,15 265:14 268:17
25 50:3 94:25 95:7 209:3 254:18
26 236:10 295:25 296:8 310:25 311:2
27 5:5 156:25 243:8 277:14
27,000 260:21 261:5,15 265:14 268:18
2700 138:4
28 5:24
283 315:18
29 237:1 254:21 257:6
297 5:6
298/25 8:11

3

3 1:18 5:8 9:1 48:19 49:2 50:14 52:14 72:24 88:24 89:4 133:19,23 147:13,18 151:2 153:3,11 166:1,14 170:11,16 194:4,7,17 199:21 223:11 284:9,14,19,24 296:6 301:2 332:3,7 333:3,7 334:3,7
3,000,000 222:21
3:38 294:18
3:43 294:18
30 247:2 254:18 258:19,24 324:4 325:10 328:5,9,25
300 129:14
3000 261:3

302 5:9
3050 156:1,12 160:19
308 40:19
31 237:15 238:18 239:3 268:2 269:16
313 5:12
318 4:8
32 63:1 268:22 280:21
3200 102:5,15 138:4 139:11
325 4:6
3298256 40:9
33 83:10,11 271:10
3300 3:5 156:1,13 160:19
34 83:22 86:4,4 247:12
35 88:23 89:2 91:3 238:18 239:3
3500 67:15,16 139:16
36 4:13,16 101:15 101:18 102:2 157:18
37 4:18 101:16,18
3700 130:3
38 103:12,16 252:22
39 103:13,16,21 158:14

4

4 6:18 51:8 58:6 66:19 72:24 73:3 82:6,15,23 94:8,9,10 124:24 136:1,1 136:3 139:23 149:2 162:3 172:23 232:20 285:8
4:12 317:20
4:18 317:20 318:5
4:29 318:5
4:46 329:9
40 4:20 149:4,6
40,000 149:7,10 149:19,22 194:17,21 195:3,7
401 315:7
403 313:15 315:7
40C 148:24
41 160:8,10 161:4 178:9 243:9,10 243:14
42 156:25
43 247:3
44 4:23
4500 130:15
49 5:11 247:13

5

5 5:25 43:6 63:10 76:8 77:24 82:11,14 88:24 89:4 125:15 141:4 169:5 183:6 234:11 235:23 236:12 236:13,19 239:5 286:8 319:13
5- 241:22
5-step 234:11
50 77:16 244:20
500 262:20 295:4 295:7,20 296:21 298:17
5000 67:20 160:23 161:2,8 161:11 209:14
5037K 144:16
51 155:5,6,7,10 204:1
5400 156:1,13
55,000 139:14
55/25 8:17
5500 130:18 139:12
5600 102:6,16 156:2,13 161:2
5796 220:15
582 19:21 20:8,19 169:12 170:1,5 172:8 183:1,14 183:25 193:1 203:18

6

6 43:23 74:7,12 78:10 101:15 101:18 141:6 150:5 183:6 184:23,23 205:24 208:13 312:24
60 15:4
609 315:7
613 324:4
62 171:5,8
67 105:17,18,22
68 105:18,19 106:12
6th 330:20

7

7 43:23 74:21 119:15 150:8 161:25,25 162:4,9 164:21 212:9 302:5
70 109:21,23 110:1,5
7000 130:21
71 109:22 110:1
72 166:11,13
73 168:1
74 166:14

8

8 5:20 6:10 64:4 64:10 66:21 142:1 154:8 155:5,17 162:1 162:4 187:8 207:18 297:25 313:24 314:3,8 319:8,11,12
8:57 2:1 9:2
80202 3:6
8078 1:24 2:7 330:25
81 7:8

9

9 4:4 76:8 82:3 82:23 83:22,24 94:8,10 101:2 155:17 162:1,4 162:18 222:1 222:16 229:25 230:7
9:58 72:15
90 103:7,8 107:19 107:20 171:5,9 182:17 205:21 207:14 226:2 227:7 228:22 234:12 237:2,5 237:10 239:5 251:16,24 252:3,9,13 309:11 310:17 318:24
900 140:4,10
91 140:14
91436 2:6 3:17
917,000 199:23 200:21
93 102:23 103:2,5 108:14
96 108:13
98/6 8:18

QUASAR SCIENCE LLC EXHIBIT 1023, Page 375 of 375
QUASAR SCIENCE LLC v. COLT INTERNATIONAL CLOTHING, INC.
IPR2023-00611