

1 UNITED STATES PATENT AND TRADEMARK OFFICE
2 BEFORE THE PATENT TRIAL AND APPEAL BOARD

3
4 Verizon Connect Inc.,
Petitioner,

5
6 v.

7 Omega Patents, LLC,
Patent Owner.

8 IPR2023-01162
9 Patent No.: 8,032,278 B2

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13 VIDEOTAPED VIDEOCONFERENCE DEPOSITION OF
14 CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP
15 Henderson, Nevada
16 Friday, July 19, 2024
17 Volume 1
18
19
20

21 Reported by:
LESLIE JOHNSON
22 RPR, CCRR, CSR No. 11451
23 Job No.: 6787857
24 PAGES 1 - 67
25

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17 VIDEOTAPED VIDEOCONFERENCE DEPOSITION OF
18 CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP, Volume 1,
19 taken on behalf of Petitioner, at Henderson, Nevada,
20 beginning at 8:02 a.m. and ending at 9:51 a.m., on
21 Friday, July 19, 2024, before LESLIE JOHNSON, Certified
22 Shorthand Reporter No. 11451.

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2
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I N D E X

WITNESS
CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP
Volume 1

EXAMINATION

BY MR. PURI 7

EXHIBITS

CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP

NUMBER	DESCRIPTION	PAGE
Exhibit 1	Notice of Deposition of Christian Tregillis	10
Exhibit 2	Deposition transcript	14
Exhibit 3	Declaration of Christian Tregillis, CPA, ABV, CFF, CLP, in Support of Patent Owner's Preliminary Response to Inter Partes Review Petition	15
Exhibit 4	Confidential Settlement Agreement Between Omega Patents and Enfora; Omega Exhibit 2025	19
Exhibit 5	Master and Cross-License Agreement; Omega Exhibit 2026	22
Exhibit 6	GPS and Limited Data Bus Patent License Agreement Between Omega Patents and Numerex; Omega Exhibit 2028	28
Exhibit 7	Data Bus Patent License Agreement Between Omega Patents LLC and Cimble Corporation; Omega Exhibit 2029	35

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EXHIBITS (Cont.)

CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP

NUMBER	DESCRIPTION	PAGE
Exhibit 8	Data Bus Patent License Agreement Between Omega Patents LLC and Mid City Engineering, LLC; Omega Exhibit 2030	38
Exhibit 9	Data Bus Patent License Agreement Between Omega Patents LLC and Accele Electronics, Inc.; Omega Exhibit 2031	39
Exhibit 10	Spreadsheet; Omega Exhibit 2034	43

1 Henderson, Nevada; Friday, July 19, 2024

2 8:02 a.m.

3

4 THE VIDEOGRAPHER: Good morning. We are

5 on the record at 8:02 a.m. Pacific Time on Friday, 08:02:33

6 July 19, 2024.

7 Please note this deposition is being

8 conducted remotely using virtual technology.

9 Quality of recording depends on the participants'

10 quality of equipment and internet connections. The 08:02:53

11 deponent and what is heard on screen will be

12 recorded. Audio and video recording will continue

13 to take place until all parties agree to go off the

14 record.

15 This is the beginning of Media No. 1 of 08:03:08

16 the video-recorded deposition of Christian Tregillis

17 taken by counsel for Petitioner in the matter of

18 Verizon Connect, Inc., Petitioner, versus Omega

19 Patents, LLC, Patent Owner, filed in the

20 United States Patent and Trademark Office before the 08:03:26

21 Patent Trial and Appeal Board, IPR 2023-01162,

22 Patent No. 8,032,278 B2.

23 My name is Jill Warren and I'm the

24 videographer. The court reporter is Leslie Johnson.

25 And we are representing Veritext Legal Solutions. 08:03:53

Page 6

1 If there are any objections to proceeding, 08:03:58
2 please state them at the time of your appearance.

3 Beginning with the noticing attorney, please state
4 your appearance.

5	MR. PURI: Good morning. My name is Ashe	08:04:08
6	Puri of Nixon Peabody, and I'm counsel for the	
7	petitioner, Verizon.	

8	MR. SANTURRI: Good morning. This is Ryan	
9	Santurri on behalf of the respondent. Also	
10	appearing on behalf of the Respondent are Chris	08:04:20
11	Regan and David Carus.	

12 THE VIDEOGRAPHER: Thank you. The court
13 reporter will administer the oath. Then counsel may
14 proceed.

15

08:04:27

16 CHRISTIAN TREGILLIS, CPA, ABV, CFF, CLP,
17 having been administered an oath, was examined and
18 testified as follows:

19

20	EXAMINATION	08:04:44
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21 BY MR. PURI:

22 Q Good morning, Mr. Tregillis.

23 As I mentioned, my name is Ashe Puri and
24 I'm representing Verizon, the petitioner in this
25 matter.

25	matter.	08:04:52
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Page 7

1 You understand that you're under oath and 08:04:52
2 testifying as if you were in a court of law,
3 correct?

4 A That's right.

5 Q Okay. And I'll be asking you a series of 08:04:59
6 questions. Since there is no judge here, if your
7 counsel objects to a question, you'll still need to
8 provide an answer, unless he instructs you not to
9 answer and you decide to follow that instruction.

10 Do you understand? 08:05:15

11 A I'm not personally represented, so when
12 you say my counsel, I don't have counsel
13 representing me here today, but I'm willing to abide
14 by instructions not to answer by counsel for the
15 patent owner, if that should arise. 08:05:27

16 Q Okay. So you're not -- so, just to be
17 clear, you're not being represented by Omega
18 Patents' counsel?

19 A That's right.

20 Q Is there any reason you cannot fully and 08:05:39
21 accurately testify today?

22 A I don't think so. I'm not aware of my
23 such reason.

24 Q To help the court reporter and
25 videographer, I would appreciate it if you could 08:05:50

1 please wait until I finish my question and your 08:05:53
2 counsel -- or should the attorney have any
3 objections before you respond. But please don't
4 talk over either of us.

5 Do you understand? 08:06:06

6 A Yes.

7 Q As you likely understand, you'll need to
8 answer verbally since the transcript won't pick up
9 any head gestures.

10 Do you understand that? 08:06:20

11 A Yes.

12 Q If you don't understand any of my
13 questions, please feel free to ask me to clarify the
14 question.

15 Does that make sense? 08:06:27

16 A Yes.

17 Q You understand that I'll be referring to
18 exhibits in this matter, correct?

19 A I do.

20 Q And are you familiar with Exhibit Share? 08:06:39

21 A Yes.

22 Q Okay. So that is where we're going to be
23 publishing the exhibits electronically so that you
24 can see which exhibits I'm referring to.

25 A I understand. 08:06:53

Page 9

1 Q Great. Do you have Exhibit Share open on 08:06:54
2 your computer in front of you?

3 A Yes.

4 (Exhibit 1 marked for identification.)

5 BY MR. PURI: 08:06:58

6 Q Okay. So first thing I'm going to do is
7 publish the deposition notice in this matter. It
8 will be marked as Exhibit 1.

9 Please let me know when you have received
10 it. 08:07:09

11 A I will.

12 I have received it and I am opening it.

13 Q Okay.

14 A Okay. I have it open.

15 Q Great. Have you seen this document 08:07:37
16 before?

17 A Yes.

18 Q And do you understand that you are
19 appearing today for deposition pursuant to this
20 notice? 08:07:44

21 A Yes.

22 Q And do you understand that in IPR
23 depositions, once my examination has commenced and
24 until we finish examination, you're not permitted to
25 consult or confer with counsel, in this case Omega 08:07:55

Page 10

1 Patent's counsel, regarding the substance of your 08:08:01
2 testimony already given or anticipated to be given,
3 except for the purpose of conferring on whether to
4 assert a privilege against testifying or how to
5 comply with a Board order or how any question should 08:08:13
6 be answered.

7 Do you understand?

8 A I have an understanding that's generally
9 consistent with your description.

10 Q Okay. You understand this restriction 08:08:24
11 applies during any breaks, correct?

12 A Yes.

13 Q When did you receive this notice of
14 deposition?

15 A In the last week or so, I think. 08:08:36

16 Q Okay. What have you done to prepare for
17 this deposition?

18 A When I get that question, which is quite
19 frequent, I -- I find it to be a bit vague, because
20 in a sense, one could interpret that to be what have 08:08:54
21 I done since receiving the deposition notice or
22 since hearing that this deposition would occur or
23 during the course of my work generally on this
24 matter or even in the course of my career.

25 So, if you could help me specify what you 08:09:12

Page 11

1 mean by your question, I'll try to give you an 08:09:15
2 accurate answer.

3 Q We can break it down.

4 Since you've received this notice of
5 deposition, have you reviewed any documents? 08:09:23

6 A Yes.

7 Q Okay. Which documents did you review?

8 A I looked at my declaration in this matter.

9 I looked at each of the license agreements
10 referenced in Schedule 1 to this deposition. I had 08:09:37
11 a conversation, a Zoom meeting, with counsel. I had
12 a phone call with counsel. I read over my
13 deposition transcript in the Geotab IPR proceeding.

14 I took a look at the decision that came down
15 yesterday in that Geotab proceeding. I looked 08:10:11
16 briefly at the declaration of Ken Flick. I looked
17 at the '278 patent. That's all I can recall off the
18 top of my head as I sit here.

19 Q Have you reviewed Verizon's IPR petition?

20 A No. Not in the last couple weeks. 08:10:46

21 Q Did you review it prior to -- at any point
22 in time?

23 A I don't recall.

24 I could look back at my declaration.

25 Typically, when I do look at petitions, complaints, 08:11:04

Page 12

1 documents like that, I would reference that in the 08:11:09
2 document. But not that I can recall.

3 Q So you were mentioning you read over the
4 deposition transcript in the Geotab proceeding. I
5 just want to a little bit elaborate on that. 08:11:32

6 So we understand you served as an expert
7 for Omega Patents in an IPR proceeding -- in a
8 previous IPR proceeding that was filed by Geotab USA
9 and Geotab Inc.; is that correct?

10 A Yes. It's correct that I did serve in 08:11:50
11 that capacity.

12 Q Okay. And that particular IPR proceeding
13 that was filed by Geotab, that involved the same
14 patent that is at issue in Verizon's IPR petition,
15 correct? 08:12:05

16 A That's right.

17 Q Okay. And just for clarity, the patent
18 number that is, you know, both the subject of
19 Geotab's petition as well as Verizon's petition is
20 U.S. Patent No. 8,032,278; is that correct? 08:12:20

21 A That's my understanding.

22 Q And were you deposed in that proceeding?

23 A Yes.

24 Q And just for clarity, when I say "that
25 proceeding," I should be more clear. I meant to say 08:12:39

Page 13

1 the Geotab proceeding. 08:12:41

2 Were you deposed in the Geotab proceeding.

3 A Yes. And that was my understanding when
4 you said "that proceeding."

5 (Exhibit 2 marked for identification.) 08:12:47

6 BY MR. PURI:

7 Q So I'd like to introduce the deposition
8 transcript from that proceeding. And just as a
9 little bit of context, because both patents --
10 because the same patent was at issue in that 08:12:58
11 proceeding, as well as in the current present
12 proceeding, I would like for you to, you know,
13 verify that that was your deposition transcript so
14 we don't have to spend today repeating some of the
15 same questions that were in that proceeding. 08:13:14

16 So, if you verify that was your transcript
17 and that, you know, it is an accurate and truthful
18 depiction of your testimony, then we may be able to
19 shortcut some of the questions today.

20 So I'm going to introduce that exhibit. 08:13:30

21 A Let me know when you put it up there.

22 Q Okay.

23 A Okay. I see it. I can now open it.

24 Q So let me know when you've had a chance to
25 review this transcript. 08:14:09

Page 14

1 A As might be deduced by that little sound, 08:14:17
2 I'm scrolling through it. I just got to the end of
3 it. And it does look to be that deposition
4 transcript.

5 Q Just for the record, is this a true and 08:14:26
6 correct copy of your deposition testimony from the
7 Geotab proceeding?

8 A Based on my 15-second review of it, yes.

9 Q Was your testimony truthful and accurate?

10 A Yes. 08:14:38

11 (Exhibit 3 marked for identification.)

12 BY MR. PURI:

13 Q What I'll be doing next is I'll be
14 introducing your declaration that you submitted in
15 the Verizon IPR proceeding. 08:14:57

16 A Okay. I have opened it.

17 Q Great. If you can just take a look at
18 that to make sure this is the declaration you
19 submitted.

20 A It does look like it. 08:15:39

21 Q Okay. So this is the declaration you
22 submitted in the Verizon IPR proceeding, correct?

23 A I believe that's right.

24 Q Okay. And is that your signature on the
25 last page? 08:15:51

Page 15

1 state that many of Omega's licenses include the '278 08:17:51
2 patent.

3 Do you see that?

4 A Yes.

5 Q When you say "include," do you mean the 08:17:58
6 '278 patent was licensed or that a family member of
7 the '278 was -- patent was licensed or both?

8 A I mean that, generally, the '278 patent
9 was licensed. I think in the case of Enfora, it was
10 a settlement agreement with a covenant not to sue 08:18:27
11 that included not suing on the '278 patent. But the
12 other five license agreements I understand included
13 licenses to the '278 patent.

14 Q So, when you say many of Omega's licenses
15 include the '278 patent, are you referring to 08:18:47
16 anything besides the six licenses that you identify
17 in paragraph 18?

18 A I think there is also a license to ADS,
19 and there is also a license to CalAmp that both
20 cover the '278 patent. 08:19:08

21 Q Were those included as exhibits to your
22 declaration?

23 A Not that I'm aware of.

24 Q And, if those were licenses to the '278
25 patent, how come you didn't reference that in your 08:19:35

Page 17

1 chart on paragraph 18? 08:19:37

2 A I don't know that the CalAmp agreement had
3 been struck as of the time that I created this. I
4 believe it had.

5 I'm not sure that I was aware of ADS at 08:19:56
6 the time that I issued this declaration. Why didn't
7 I include CalAmp? Let me think about that. I think
8 it's because I didn't know the terms. I hadn't seen
9 the agreement. I was generally aware that there had
10 been a settlement agreement that had allowed CalAmp 08:20:23
11 to continue, but I hadn't seen it.

12 Q And when were you made aware of the ADS
13 agreement?

14 A I believe it was since the issuance of my
15 declaration. It might have been just prior to my 08:20:41
16 deposition in the Geotab matter. I know that it --
17 I was aware of it in the time leading up to my
18 deposition here today. So, in the last two weeks
19 I've talked about it.

20 Q When say that you talked about it, you 08:21:14
21 mean with Omega Patents' attorneys?

22 A That's right.

23 Q So besides this group that we have, the
24 six that are listed and the two that you just
25 mentioned, are there any other licenses to the '278 08:21:36

Page 18

1 patent? 08:21:40

2 A There may be, but those are the only ones

3 of which I'm aware.

4 Q Okay. And just to clarify, when I say the

5 six here, one of them is not a license to the '278 08:21:51

6 patent but is a covenant not to sue, as you

7 mentioned, correct?

8 A Right.

9 (Exhibit 4 marked for identification.)

10 BY MR. PURI: 08:22:01

11 Q Okay. I'd like to introduce Exhibit 2025

12 to your declaration, which is the Enfora license

13 agreement.

14 A Okay. I have it open.

15 Q If you want to take a look at that and 08:22:46

16 just confirm this is the Enfora agreement that you

17 included in your declaration.

18 A Yes.

19 Q Okay. Now, this agreement includes both

20 the confidential settlement agreement and a license 08:23:14

21 agreement in Exhibit 1; is that correct?

22 A That's my understanding.

23 Q And just to be clear, the Enfora

24 settlement agreement involved the settlement of two

25 actions, which are referred to in this agreement as 08:23:27

Page 19

1 "the Miami action" and the "Georgia action"; is that 08:23:29
2 correct?

3 A That's right.

4 Q Okay. And the Georgia action included the
5 '278 patent as one of the patents in suit, but the 08:23:36
6 Miami action did not include the '278 patent --
7 patent in suit; is that correct?

8 A That's my understanding.

9 Q So, if you turn to paragraph 6, it states
10 that Enfora agrees to pay to Omega a nonrefundable 08:24:02
11 one-time fee in the aggregate amount of \$195,000.

12 Do you see that?

13 A I do.

14 Q And what -- did you consider what role the
15 '278 patent played in leading to a settlement 08:24:16
16 between the parties?

17 A I understood that it was a patent, like
18 you said, that was covered by the Georgia action and
19 that this payment covered the settlement of the
20 Georgia and Miami actions but was -- it was one of 08:24:34
21 the patents that was covered by this agreement.

22 Q And in your analysis of the secondary
23 considerations of the '278 patent, what portion, if
24 any, of the settlement amount of \$195,000 had you
25 attributed to the -- did you attribute to the '278 08:25:00

Page 20

1 patent? 08:25:04

2 A I did not apportion any piece of the

3 settlement fee to the '278 patent as compared to the

4 other patents.

5 Q Is it your understanding that the 08:25:21

6 settlement agreement was reached based on a

7 resolution of the entire patent portfolio?

8 A I think it was a resolution of the patents

9 in suit in those cases, of the claims of patent

10 infringement of those patents. 08:25:40

11 Q Was there any statement -- are you aware

12 of any statement from Enfora that it infringes any

13 of the patents in suit?

14 A Not as I sit here.

15 Q So, turning to the license agreement, the 08:26:19

16 '278 patent -- sorry. What was that?

17 A You mean Exhibit 1 to --

18 Q Yes.

19 A -- that document?

20 Q Correct. 08:26:33

21 A I'm there.

22 Q Okay. The '278 patent is not listed as

23 one of the licensed patents; is that correct?

24 A You're correct.

25 Q Okay. So, based on the table that you 08:26:43

Page 21

1 presented in paragraph 18 of your declaration, is it 08:26:47
2 accurate to say you're not relying upon the Enfora
3 license agreement as evidence of secondary
4 considerations of the '278 patent?

5 A Well, I guess I would say on a relative 08:26:58
6 basis, I am not relying on it as much as I am other
7 agreements listed. But I, to be complete, was
8 noting that it appeared to be an agreement that did
9 cover rights to the '278 patent. But by virtue of
10 the relative features of the different license 08:27:30
11 agreements, I think that the others are more
12 instructive than this one.

13 (Exhibit 5 marked for identification.)

14 BY MR. PURI:

15 Q All right. I'd like to introduce 08:27:49
16 Exhibit 2026 to your declaration.

17 A Okay. I have it open.

18 Q Okay. If you could please take a look at
19 that and just make sure that this is an accurate
20 representation of the agreement. 08:28:28

21 A It does look like it is.

22 Q Okay. Now, the -- this particular
23 agreement, does it predate the issuance of the '278
24 patent?

25 A Let me check. I believe it does. Hold 08:28:56

Page 22

1 on. 08:28:59

2 Yes.

3 Q Do you have the filing date in front of

4 you of the '278 patent?

5 A I believe it was approximately July of 08:29:21

6 2007, June or July.

7 Q Okay. So the date of this agreement also

8 predates the filing date of the '278 patent,

9 correct?

10 A That's right. 08:29:34

11 Q And the '278 patent is not listed in this

12 agreement; is that correct?

13 A That's right.

14 Q Okay. So what value of this agreement are

15 you attributing to the '278 patent if the '278 08:29:45

16 patent was not included?

17 A Well, I understand that the '561 patent

18 was covered by this agreement and -- let me see

19 here. I don't see that right now, but my

20 understanding is the '561 patent, which is -- I 08:30:07

21 don't remember all the numbers of it. It starts

22 with 66, something like that, '561, and the '278

23 patent was a continuation of that patent.

24 I might be able to skip back and forth

25 over to my Schedule 1 summary. I don't know if it's 08:30:31

Page 23

1 covered there. 08:30:35

2 But in any event, to succinctly try to

3 answer your question, my understanding is that the

4 '278 patent is covered by virtue of being a

5 continuation of the '561 patent. 08:30:44

6 Q So, just to be clear, is it the elements

7 of the -- I'm sorry. Strike that.

8 Is it the elements of the '561 patent that

9 you're relying on as a basis of secondary

10 considerations for the '278 patent? 08:31:06

11 MR. SANTURRI: Object to the form.

12 THE WITNESS: No. It is that the '278

13 patent, as the continuation of the '561 patent, is

14 covered by this license agreement. That's the

15 basis. 08:31:25

16 BY MR. PURI:

17 Q So listed in this agreement, you have two

18 types of -- I'm sorry.

19 Listed in your chart on page 10 of your

20 declaration, you listed two types of minimum 08:31:56

21 royalties, databus royalty and tracker patent

22 royalty. Do you see that?

23 A Yes. Well, I don't see that, but I --

24 because I'm looking right now at the DEI agreement.

25 But if I flip back to that, I'm generally familiar 08:32:15

Page 24

1 with that being a topic covered in the declaration. 08:32:18

2 Q And so, in there, at least in your chart,
3 you indicate that the databus royalty is \$5.00 per
4 unit and the tracker patent royalty is \$2.00 per
5 unit. 08:32:35

6 So are you relying on the value of both of
7 these royalties as evidence of secondary
8 considerations of the '278 patent?

9 A I am relying on the licensing as a databus
10 patent at \$5.00, not on the licensing as a \$2.00 per 08:33:07
11 unit royalty.

12 Q So let me just make sure I'm clear.

13 So the '561 patent we just talked about,
14 do you consider the '561 patent to be a tracker
15 patent or a databus patent? 08:33:39

16 A It is identified as -- I think it's either
17 called "tracker" or "GPS." Those two terms are used
18 interchangeably.

19 Q Okay. So I think I'm a little bit
20 confused. If -- your testimony earlier was that 08:33:55
21 you're relying on the fact that the '278 patent is a
22 continuation of the '561 patent, correct?

23 A Yes.

24 Q And the '561 patent is the tracker or GPS
25 patent, correct? 08:34:13

1 A It is a tracker GPS patent. That's my 08:34:15
2 understanding. It's been characterized as such.

3 Q To be clear, even though it is
4 characterized as a tracker patent, you're not
5 relying on the tracker patent royalty of \$2.00 per 08:34:27
6 unit as a basis of secondary considerations for the
7 '278 patent; is that correct?

8 A That's right.

9 Q Okay. And why aren't you relying on that?

10 A Because I understand that the '278 patent 08:34:42
11 has been licensed as a databus patent.

12 Q What do you understand a databus patent to
13 mean?

14 A A patent that covers the use of the
15 databus as part of a telemetry device. 08:35:03

16 Q So, in this particular agreement with DEI,
17 there are four patents that are referenced here, one
18 of which being the '561 patent, the other ones being
19 what we refer to as the '885, '460, and '829
20 patents. I can give you the full number. But did 08:35:46
21 you -- what value have you attributed to each of the
22 patents that are licensed here?

23 A I have not attempted to break those out.
24 As a general matter, I have observed that the
25 structure of these agreements is that, if there is 08:36:05

1 any single patent that is used, then the royalty 08:36:10
2 rate is the same.

3 So, for example, in the case of the ADS
4 agreement, when only the '278 patent remained, ADS
5 continued to pay \$5.00 a unit. So for one -- and 08:36:29
6 that's a structure that is common.

7 So, even though ADS -- I understand -- I'm
8 not aware of other licensees that paid after --
9 because they were no longer in business -- that were
10 making infringing units or units that were using 08:36:51
11 this technology. But ADS, when they did, they paid
12 when only the '278 patent was live, and there was
13 still the same \$5.00 rate, and they paid on it.

14 So -- and that's the same structure, like
15 I said, that is part of each of these agreements 08:37:15
16 where they all said, when one patent is remaining,
17 it's the same rate. So, when '278 is the only
18 patent surviving, it's the same rate, \$5.00.

19 Q And that would apply to any other patent
20 by that logic too, correct? 08:37:29

21 A As long as they would be the only one.
22 But by virtue of the fact that '278 is the last one,
23 that's the last one standing that's part of these
24 agreements.

25 Q And is that the case for every single 08:37:47

1 agreement, that the '278 is the last patent of Omega 08:37:49
2 Patents?
3 A The last U.S. patent, that's my
4 understanding.
5 Q Uh-huh. To expire? 08:37:55
6 A Right.
7 (Exhibit 6 marked for identification.)
8 BY MR. PURI:
9 Q Okay. I'd like to introduce Exhibit 2028.
10 A I think, as I'm pulling that up, just to 08:38:20
11 clarify, I think that's the last to expire of
12 telemetry devices. I'm not sure if there are any
13 patents that relate to other kind of technology
14 that's not at issue.
15 Going back to your -- you said -- let's 08:38:40
16 see. There is another document here.
17 Q Yeah. I just uploaded it. It should be
18 the Exhibit 2028 to your declaration, which is the
19 Numerex agreement.
20 A Great. I'm there. I see it. I have it 08:38:53
21 open.
22 Q So please take a look and make sure this
23 is the correct copy of the Numerex agreement.
24 A It does look like it.
25 Q So does this agreement include an issued 08:39:23

Page 28

1 '278 patent? 08:39:26

2 A This is before the patent had issued. It

3 is the first of the listed patent applications which

4 is 2007/0279283. So let me just say that again

5 2007/0279283. 08:39:47

6 Q And that's the application number

7 associated with the '278 patent, correct?

8 A That's right.

9 Q Okay. My question is, what value did you

10 attribute to the '278 patent application here? 08:40:05

11 A Well, it's going to be the same answers as

12 I've been giving on previous license agreements.

13 This is another of those where this is, if I

14 understand it, the last patent standing, and it

15 would have the same \$5.00 rate for a telemetry 08:40:23

16 device, the last -- the last patent standing, and

17 has the same rate.

18 So it, to me, is indicative that the

19 licensor and licensee have agreed to pay and accept

20 \$5.00 for just that one patent. 08:40:41

21 Q So I would like some clarification from

22 you. In the -- going back to your declaration,

23 you -- in the column under "Minimum Royalty," you

24 said \$2.00 --

25 A Let me go back there. Just because of the 08:41:11

1 way Exhibit Share works, I can only have one open at 08:41:14
2 a time. So just a moment.

3 Okay. I'm back in the declaration.

4 Where do you want me to go?

5 Q So under the column "Minimum Royalty." Do 08:41:30
6 you see that?

7 A In Schedule 1?

8 Q Yes.

9 A I'm there.

10 Q Okay. So there -- again, there are two 08:41:38
11 forms of royalties. One that's a \$2.00 royalty for
12 any license tracking unit without any databus
13 functionality and then a \$5.00 royalty you put for
14 any license tracking unit with the limited databus
15 functionality. 08:41:57

16 Can you show me in the agreement where
17 this combination is present in any patent?

18 A When you say "where this combination is in
19 any patent," my understanding is that that is the
20 novelty of the '278 patent is that it is the first 08:42:19
21 patent to have a combination of a tracking unit that
22 accesses the databus.

23 So, as of the time of publication in 2007,
24 there were no units on the market that were doing
25 that. 08:42:43

Page 30

1 As of 2011, when the patent issued, I 08:42:44
2 believe that was right around the time when the
3 first units were released that did provide both
4 tracking and accessing the databus. But the way
5 that the license agreement is set up is that if one 08:43:01
6 were to use both the tracking and databus
7 functionality, the royalty remains at \$5.00.

8 There used to be a time early in
9 Mr. Flick's licensing history when he tried to
10 charge a combination of those rates. But licensees 08:43:22
11 and Mr. Flick agreed to a simplified version where
12 it's \$2.00 if it's just tracker, \$5.00 if it is
13 databus, and if it's tracker plus databus, it's
14 still \$5.00.

15 Q So I guess my question is can you point me 08:43:47
16 to where in the agreement it says it's a \$5.00
17 royalty for a combination of a licensed tracking
18 unit with limited databus functionality?

19 A Okay. Hold on a minute. Let me jump back
20 over. 08:44:04

21 Okay. So, if I go to section 3,
22 "Compensation," it says go to schedule B for the
23 royalty. And then in schedule B, section 3, the
24 first part, A, relates to the tracker unit piece,
25 and B says "licensed tracking unit with the limited 08:44:55

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1 | databus functionality, $5.00." | 08:45:00
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2 Q And which patents are covered in this
3 license agreement that fall within that category?

4 A Well, the '278 patent, like I said.

5 If you go to Schedule A, it says that the 08:45:22
6 tracking patents are those listed in section 1. And
7 then it has databus as those covered in -- well,
8 it's still in section 1, but it's the next header
9 that says "The licensed databus patents are as
10 follows." As we discussed earlier, the first listed 08:45:47
11 patent application is what became the '278 patent.
12 But my understanding is that the other -- the issued
13 patents as of that point in time, did not cover what
14 the '278 patent did, which is a combination of a
15 databus and tracking patent. But ultimately, that's 08:46:08
16 my working understanding.

17 For purposes of my analysis. I'm not
18 holding myself to be an expert in contractual
19 interpretation. But that's my understanding as I
20 sit here. 08:46:28

21 Q So, one reviewing this agreement where you
22 pointed me to royalty, paragraph 3, section B, how
23 would one know what falls within the scope of that
24 category just from reviewing the agreement?

25	A	Well, it says "The royalty for any	08:46:46
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1 licensed tracking unit" -- so, again, I think that's 08:46:49
2 a telemetry device -- "with the limited databus
3 functionality" means, as I understand it, the
4 databus patents from Schedule A.

5 I'm not sure if that answers your 08:47:08
6 question, but that's my understanding.

7 Q It doesn't.

8 I guess what I'm trying to figure out is
9 how would one be able to know what patents fall
10 within that category from the list we talked about 08:47:20
11 based on a review of this agreement alone?

12 A When you say "that category," what do you
13 mean by that?

14 Q So category B talks about the royalty for
15 any licensed tracking unit with a limited databus 08:47:31
16 functionality, as defined in the second category of
17 licensed products, is \$5.00.

18 How would one know which patents fall
19 within that category of licensed tracking unit with
20 the limited databus functionality? 08:47:51

21 A Well, I think the fact that it says
22 they're in the second category of licensed products
23 is instructive. As we just described, the first
24 category is what are listed as the tracking patents.
25 And then the second group is called "the databus 08:48:10

1 patents." And my understanding is those are the 08:48:12
2 ones that bear the \$5.00 royalty rate listed on
3 Bates number -- well, there are three different
4 Bates numbers, so I'll call it -- or two Bates
5 numbers, the ones that end in 6065 and 191. 08:48:25

6 Q So are all of these patents that are
7 listed in 6065, are those within the category of
8 licensed tracking unit with a limited databus
9 functionality?

10 Which of those patents would you identify 08:48:50
11 as being within that category?

12 A My understanding is all of them.

13 Q And to be clear, all of the patents that
14 are listed in Omega ENF6065?

15 A Right. 08:49:05

16 Q What does "limited databus functionality"
17 mean?

18 A I think it is the databus functionality
19 described in those patents.

20 Q That's your understanding of "limited"? 08:49:40

21 A Yes.

22 I think there's a small amount of
23 additional explanation. We under in paragraph -- or
24 section 3. If you look up in section 1, "Licensed
25 Products," the third sentence reads "The second 08:50:09

Page 34

1 category of licensed products is any tracking device 08:50:12
2 that has databus functionality in that it is able to
3 generate and/or read signals from the databus."

4 So that's instructive to the question of
5 the limited databus functionality terminology. 08:50:26

6 Q So your understanding is the "limited" is
7 the ability to generate and/or read signals from the
8 databus?

9 A As part of a tracking unit or a telemetry
10 device, that's right. 08:50:44

11 (Exhibit 7 marked for identification.)

12 BY MR. PURI:

13 Q Okay. I'd like to introduce Exhibit 2029.
14 Let me know when you receive it.

15 A I have it open now. Cimble? 08:51:43

16 Q Yes.

17 Okay. Let me know if this agreement
18 accurately represents the Cimble agreement.

19 A It looks like it does.

20 Q And this one -- does it include the '278 08:52:30
21 patent?

22 A Yes. That's my understanding and
23 recollection.

24 Q Was the '561 patent included here?

25 A I don't see the '561. I do see the '278. 08:52:44

1 Q Okay. And you also see the '885 patent, 08:52:48
2 which is 6,756,885?

3 A I do see that.

4 Q And do you also see the 6,011,460 patent
5 in here? 08:53:21

6 A I do see that.

7 Q And also 6,812,829 patent, is that in
8 there?

9 A I see that.

10 Q So my questions are the same. What value 08:53:36
11 are you attributing to the '278 patent in your
12 analysis of the secondary considerations here?

13 A I observed that, as I described earlier,
14 the rate is the same at \$5.00 when those other
15 patents have expired and the only one that survives 08:54:02
16 is the '278 patent. And that I understand to be the
17 case. That is the only patent related to tracking
18 units that has survived until it expired last year,
19 I think September or so or October of last year.
20 And the rate all the way to the end was \$5.00 when 08:54:29
21 that was the only patent standing and surviving.

22 So, ultimately, for purposes of my
23 analysis, I observed that we have license agreements
24 that show payment of monies for the '278 patent,
25 including when it is the only patent standing. And 08:54:53

Page 36

1 it is \$5.00 when the only patent standing is the 08:54:57
2 '278 patent.

3 Q And just for clarity again, is the '278
4 patent the only patent that's standing currently?

5 A It's not standing anymore. It's expired. 08:55:11

6 Q I'm sorry. Is there any patent that's
7 standing currently?

8 A Not related to tracking units is my
9 understanding.

10 Q So are there any royalties currently being 08:55:19
11 paid on this license agreement?

12 A My understanding is no.

13 Q And for that matter, for any of the
14 license agreements we're talking about today, are
15 any royalties currently being paid on that? 08:55:36

16 A No. Like I said, the '278 patent has
17 expired. So my understanding is there's no royalty
18 being paid on tracking units for any of these
19 license agreements.

20 When the '278 patent expired, that was it. 08:55:56
21 That was the end. Before the '278 patent expired,
22 it was \$5.00, including when it was just the '278
23 patent, as well as when it was '278 with other
24 patents, other databus patents.

25 Q And just to be clear, when you say, you 08:56:14

1 know, that these royalties are not being paid on 08:56:17
2 tracking units, but you're referring to the \$5.00
3 royalty that's attributable to the databus
4 royalties, correct?

5 A Right. That's what I added to my answer 08:56:27
6 at the last bit there.

7 (Exhibit 8 marked for identification.)

8 BY MR. PURI:

9 Q Okay. I'd like to introduce Exhibit 2030.

10 A I'm not seeing it. 08:57:18

11 Q Coming up.

12 A There it is. As promised. I have it
13 open.

14 Q Okay. Great. Just give me one minute.

15 So this one is referred to as the databus 08:57:48
16 patent license agreement between Omega Patents and
17 Mid City Engineering.

18 Do you see that?

19 A Yes.

20 Q Is this an accurate representation of the 08:57:58
21 license agreement between Omega Patents and Mid City
22 Engineering?

23 A I believe so.

24 Q Okay. Did this patent include an issued
25 '278 patent as one of the licensed patents? 08:58:11

Page 38

1 A No. It's -- as you can see here, the 08:58:15
2 agreement is as of February of 2010. And the '278
3 patent didn't issue until 2011. So it is the patent
4 application -- the same patent application number
5 that we discussed earlier that's seen on the 08:58:31
6 Schedule A.

7 Q And this one did not include the '561
8 patent as one of the licensed patents, correct?

9 A You're right.

10 Q Okay. Were the '885, '460 and '829 08:58:47
11 patents -- they're included in here, correct?

12 A Yes.

13 Q If I ask you again what value you
14 attribute here to the '278 patent -- or I'm sorry,
15 the '278 publication, I presume that your answer is 08:59:19
16 the same as what you've previously given?

17 A That's right.

18 (Exhibit 9 marked for identification.)

19 BY MR. PURI:

20 Q Okay. I'd like to introduce Exhibit 2031. 08:59:27

21 A Okay. I have it open.

22 Q Okay. If you'd just take a look at that
23 and confirm this is the agreement between Omega
24 Patents and -- I don't know if it's referred to as
25 Accele Electronics or Accele Electronics, but if you 09:00:18

Page 39

1 could verify that? 09:00:26

2 A The terminology and pronunciation I've
3 heard is Accele, but who knows. In any event, I do
4 observe that this is that agreement.

5 Q Did you consider the possibility that this 09:00:45
6 license agreement was entered into to avoid
7 litigation costs?

8 A I think that, in my experience, licensing,
9 all license agreements are entered into with an
10 understanding that by entering into them, there is 09:01:05
11 the avoidance of litigation and litigation expenses.

12 I don't, in my experience, see licensees
13 agreeing to pay money unless there is an
14 understanding that they have exposure for patent
15 infringement. So and including if one is going to 09:01:30
16 be infringing a patent and that results in
17 litigation, there will be litigation expenses. And
18 that's for both licensors and licensees, that the
19 expenses -- there will be expenses for both parties.

20 Q So, referring to your table, Schedule 1, 09:01:52
21 in your declaration, you specifically noted here
22 that the royalties are based on two categories of
23 products, both of which include vehicle remote
24 function control equipment.

25 Do you see that? 09:02:10

Page 40

1 these royalties are directed towards the vehicle 09:03:31
2 remote function control equipment?

3 A When you say "these royalties," do you
4 mean the \$20.00 royalties?

5 Q The \$5.00 and the \$20.00. 09:03:40

6 A The \$20.00 is, as I understand it -- let
7 me see here. It's the terminology that I describe
8 there. So it says "vehicle remote function control
9 equipment that provides at least one security and/or
10 window control feature," that's \$5.00. And then 09:04:06
11 \$20.00 is with the different -- slightly different
12 description, also vehicle remote function control
13 but with the remote keyless entry operation and the
14 remote engine start control feature.

15 Q So which of these royalties, the \$5.00 or 09:04:27
16 \$20.00, are you relying on as evidence of secondary
17 considerations of the '278 patent?

18 A I'm sorry. I couldn't understand your
19 question. Could you ask that again?

20 Q So, of the two royalties stated there, 09:04:40
21 \$5.00 and \$20.00, which of those royalties are you
22 relying as evidence of secondary considerations of
23 the '278 patent?

24 A My understanding, it's \$5.00 that would
25 apply to the '278 patent. 09:04:55

1 Q Is it your understanding that the '278 09:05:00
2 patent includes a vehicle remote function control
3 equipment?

4 A Yes. I think that's part of the units
5 that were at issue there. 09:05:29

6 Q Okay. Thank you.

7 So let's move to paragraph 19 of your
8 declaration. You said "All told, licenses to
9 Omega's patents have generated more than \$70 million
10 in license fees in all forms." 09:05:57

11 Do you see that?

12 A Yes.

13 (Exhibit 10 marked for identification.)

14 BY MR. PURI:

15 Q And then I'm going to introduce 09:06:02
16 Exhibit 2034, which is Omega royalty report,
17 April 2023.

18 A That sounds good.

19 THE WITNESS: If it's okay with you, could
20 we take a break of a few minutes whenever we get to 09:06:22
21 a logical breaking point?

22 MR. PURI: We can take a break right now.
23 Why don't we do that. I have a series of questions
24 here. This may last a little bit. Let's take a
25 break right now. 09:06:36

Page 43

1 THE WITNESS: I don't need more than five. 09:06:38

2 THE VIDEOGRAPHER: This is the end of

3 Media No. 1. Off the record at 9:06 a.m.

4 (Recess taken.)

5 THE VIDEOGRAPHER: We are back on the 09:15:52

6 record at 9:15 a.m. This is the beginning of Media

7 No. 2.

8 BY MR. PURI:

9 Q Thank you. So where we left off before

10 the break, I had just gotten to paragraph 19 of your 09:16:05

11 declaration where you stated that, quote, "All told,

12 licenses to Omega's patents have generated more than

13 \$70 million in license fees in all forms, e.g.,

14 initial and running royalty payments."

15 I was about to direct you to Exhibit 2034. 09:16:24

16 Did that upload or?

17 A Let me see.

18 Q If it didn't, I'll include it.

19 A No.

20 Okay. I have it open. 09:16:56

21 Q Okay. Great.

22 So your reference to more than \$70 million

23 to license fees in all forms, is that a reference to

24 the \$71 million that's shown in Exhibit 10?

25 A Yes. 09:17:07

Page 44

1 Q Okay. And this chart that is now marked 09:17:08
2 as Exhibit 10, is that -- does that cover all
3 license agreements or the six that we just
4 discussed?

5 A I believe it's all license agreements. 09:17:25

6 Q Okay.

7 A That Omega Patents has acted as licensor.

8 Q And approximately how many license
9 agreements are those?

10 A I think it's at least a dozen, but I can't 09:17:50
11 say for certain what the number is.

12 Q Could be more than 20?

13 A It's possible.

14 Q More than 50?

15 A I can't say with certainty. I don't know. 09:18:10

16 Q For the license agreements that we -- for
17 the six license agreements, have you considered how
18 much those license agreements generated in license
19 fees?

20 A No. I haven't tabulated that. 09:18:34

21 Q And as far as the \$71 million is concerned
22 in licensing fees, do you know how much of those
23 fees can be attributed to the '885, '460, '829, and
24 '561 patents?

25 A No. I have not engaged in that analysis. 09:19:07

1 Q So turning to paragraph 20 of your 09:19:22
2 declaration.

3 A Okay.

4 Q You state "These agreements have
5 consistently implemented a structure of \$5.00 per 09:19:36
6 unit for products that employ technology that
7 accesses the databus and \$2.00 if the unit does not
8 access the databus but does use tracking
9 technology."

10 Do you see that? 09:19:57

11 A Yes.

12 Q So, when you say "these agreements," which
13 agreements are you referring to?

14 A I'm talking generally about the Omega
15 license agreements. 09:20:10

16 I think I mentioned to you how at the very
17 beginning of Omega's licensing program Mr. Flick had
18 attempted to implement a methodology and structure
19 that would charge \$5.00 as well as \$2.00, but that
20 was -- and I think even higher than \$5.00. But that 09:20:32
21 quickly sorted out to the 5 and 2 structure where
22 you pay the higher of the two that I've referenced
23 here.

24 Q So, just to be clear, the agreements that
25 formed the basis of the \$71 million -- that 09:20:52

Page 46

1 generated \$71 million in revenue, you're saying that 09:20:57
2 it is those agreements that implemented this
3 structure of \$5.00 per unit for products that employ
4 technology that accesses the databus and the \$2.00
5 per unit? 09:21:13

6 A Predominantly and generally, that's right.

7 Q Have you reviewed all of those agreements?

8 A No.

9 Q So, in the next sentence, I think we
10 touched upon this earlier, but you then state that 09:21:36
11 "Importantly, although some of these agreements have
12 dates that precede the issuance of the '278 patent,
13 the '278 patent's technology was included in these
14 agreements where the license extended to related
15 patents, such as U.S. Patent No. 6,606,561, or that 09:21:53
16 reference the patent application/publication
17 associated with the '278 patent (where the '278
18 patent had not yet issued)."

19 So, to be clear, when you talk about these
20 agreements, what agreements are you referring to? 09:22:16

21 A Those that include the '278 patent's
22 technology.

23 Q And how many of those agreements cover the
24 '278 patent's technology?

25 A Well, we talked about six that are listed 09:22:33

Page 47

1 in Schedule 1, and then we also discussed briefly 09:22:35
2 the CalAmp and ADS agreements.

3 Q Are there any other agreements besides
4 those that you're including your reference to the
5 '278 patent's technology being included in any 09:22:53
6 agreement?

7 A No.

8 Q Okay. Turning back to paragraph 15 of
9 your declaration, you -- let me know when you get to
10 that. 09:23:40

11 A I'm there.

12 Q You state that you understand that
13 evidence of secondary considerations must be
14 considered when determining obviousness and cannot
15 be discounted, as they play a critical role in the 09:23:53
16 obviousness analysis.

17 Did you consider the market in which the
18 patented technology is sold in as part of your
19 analysis?

20 A What do you mean by that? 09:24:04

21 Q Well, do you understand that as part of a
22 secondary considerations analysis or commercial
23 success, one may look at whether the products
24 embodying the invention have been successful in the
25 relevant market? 09:24:26

Page 48

1 A Yes. That's consistent with my 09:24:27
2 understanding.

3 Q And what do you consider to be the
4 relevant market of the patented technology?

5	A	I would say tracking devices. Vehicle	09:24:36
6		tracking devices.	

7 Q Did you include that in your declaration?

8 In other words, did you identify what the

9 market is in your declaration?

10	A I'm looking through the declaration right	09:25:10
11	now to give you an answer. Just a moment.	

12 In paragraph 22, I talk about how the '278
13 patents technology relates to the simplicity of
14 being able to access a databus and that it covers a
15 vehicle tracking device compatible with the vehicle 09:25:38
16 databus of multiple vehicles and the ability of a
17 multi-vehicle tracking device to be updated
18 wirelessly or via a wired connection.

19	So, to me, that's generally indicative	
20	that I'm talking about tracking -- vehicle tracking	09:25:57
21	devices in vehicles. Well, I guess that's a bit	
22	redundant, but vehicle tracking devices.	

23 I don't know that I specifically say here
24 a relevant market is vehicle tracking devices, but I
25 make several references, I believe, here to the 09:26:18

1 market for and products in that market of vehicle 09:26:24
2 tracking devices.

3 Q Do you know how large in terms of revenue
4 that vehicle tracking device market is?

5 A I believe I did identify that in my report 09:26:47
6 in the CalAmp matter. But off the top of my head, I
7 don't recall what the quantum of that is.

8 Q Did you address that -- this particular
9 issue in your declaration in this matter?

10 A I don't believe so. I think I -- I think I 09:27:24
11 mentioned that there were sales of approximately
12 917,000 units by CalAmp, although I can't recall as
13 I sit here. I'm going through my declaration right
14 now. But I don't remember there being a number for
15 total market size. 09:27:54

16 Q And we'll get to CalAmp as well and your
17 discussion of that. But did you include any
18 reference to the sales of 917,000 units by CalAmp in
19 your declaration?

20 A Let me see here. Just a minute. 09:28:19

21 The -- in paragraph 45, I reference that
22 the jury awarded \$5.00 per unit at a little over
23 \$4.5 million. That works out to about 900,000
24 units.

25 Q And how does that -- did you consider in 09:29:16

Page 50

1 your analysis how those units compared to the market 09:29:18
2 as a whole?

3 A I'm not sure that my answer will be
4 responsive to what you intend with your question, so
5 could you try to be specific with what you're 09:29:36
6 talking about?

7 Q So what I mentioned to you about the
8 assessment of commercial success and including, you
9 know, showing that the products embodying the
10 invention have been successful in the relevant 09:29:50
11 market, my question was, of these 917,000 units, did
12 you consider what percentage those units are
13 compared to the total market of vehicle tracking
14 devices?

15 A I did. And my understanding is, at the 09:30:12
16 time that CalAmp was making its sales, it was one of
17 the leading sellers of vehicle tracking devices. I
18 think at that time the other licensees weren't
19 making meaningful sales. So -- and I think that
20 Verizon hadn't at that time in that -- for example, 09:30:42
21 in 2013, '14, '15, '16, I don't think Verizon was in
22 the market yet. So -- but I haven't done a specific
23 market share calculation, but I understand that it
24 would have been a leading seller, like I said, one
25 of a few in the market at that time. 09:31:08

1 input and other event combinations. And then I 09:33:48
2 include a graphic on page 19, just before
3 paragraph 32, that shows things like logging, speed,
4 communications, driver behavior, zones, time clock,
5 power management, and count. And then there's 09:34:08
6 additional description of the technology, including
7 the multi-vehicle compatibility and it being a
8 valuable addition by use -- as well as through the
9 OBD II port.

10 Q Is the multi-vehicle compatibility part of 09:34:46
11 your definition of a vehicle tracking device?

12 A Well, I think it would be possible to have
13 a vehicle tracking device that wasn't multi-vehicle
14 compatible, but once the patented technology was
15 available in the marketplace, I understand that that 09:35:12
16 changed what was acceptable to customers, including
17 VARs or V-A-R-s, value-added resellers, because of
18 the advantages of multi-vehicle compatibility, such
19 as being able to stock fewer units, ease of
20 installation, things like that. 09:35:42

21 Q Would non-multi-vehicle compatible
22 controllers be considered as part of this market?

23 A Well, when I said I was talking about
24 vehicle trackers, that would, by definition, include
25 more than just those that are multi-vehicle 09:36:01

1 compatible. But like I said, I understand that this 09:36:03
2 technology made it such that those other options
3 weren't commercially acceptable to not be
4 multi-vehicle compatible, and particularly with the
5 '278 patent combining databus access with tracker 09:36:30
6 technology. That's what I understand was not
7 available prior to the issuance of the '278 patent.

8 Q Understood.

9 But the -- when we discuss the license
10 agreements, we had looked at the ones that were the 09:36:47
11 \$5.00 royalties that were included in the databus.

12 Are those included within the sort of
13 ambit of vehicle tracking devices?

14 A Yes.

15 Q Okay. And some of those were not 09:37:01
16 multi-vehicle compatible controller patents,
17 correct? In fact a number of them were not,
18 correct?

19 A Yes. That's right. The technology
20 covered by many of those patents was not related to 09:37:23
21 multi-vehicle compatibility.

22 Q So then, in terms of evaluating a market,
23 is it your testimony that, you know, other sellers
24 that weren't using multi-vehicle compatible
25 controllers but were tracking devices would fall 09:37:52

1 within the market? 09:37:56

2 A If one is defining the market to be
3 tracking devices generally, then yes. Although,
4 like I said, my understanding is once units became
5 available that were multi-vehicle compatible, that 09:38:15
6 changed the market.

7 Q So is it your testimony that the market
8 has two different definitions based on two different
9 time periods? Where do we define what the market
10 is? 09:38:36

11 A Well, I think that's somewhat in the eye
12 of the beholder.

13 If you want to look at it as being more
14 generally the vehicle tracking market, then that
15 would include those that were not multi-vehicle 09:38:47
16 compatible. But like I said, with the introduction
17 of that technology, multi-vehicle compatibility, as
18 I understand it, that was a game changer. That was
19 a big deal. And especially with the '278 for the
20 first time covering a combination of tracker and 09:39:09
21 accessing the databus, which is -- that's what the
22 multi-vehicle compatibility works through.

23 Q So, in paragraph 22, you state that the
24 advantages of the '278 patent technology relates to
25 the simplicity of being able to access a databus, 09:39:35

1 opinions regarding the '278 patent as regards 09:41:42
2 indications of commercial success and value
3 attributable to technology covered by the '278
4 patent.

5 Do you see that? 09:42:00

6 A Yes.

7 Q Do you have an opinion about whether the
8 '278 patent is commercially successful?

9 A I have seen indications that the
10 technology covered by the '278 patent is valued in 09:42:14
11 the market and has resulted in commercial success.
12 There has been great sale of and purchase by
13 customers and use by customers and touting of the
14 benefits of the patented technology. Like I said,
15 the advancement, as I understand it -- and I don't 09:42:39
16 hold myself out to be a technical expert, but the
17 advancement, as I understand it, in the heart was
18 the combination of databus access with tracker. And
19 putting those together was something that Mr. Flick
20 envisioned and patented. And that became incredibly 09:43:01
21 valuable and demanded by the marketplace.

22 Q In your declaration, did you reach any
23 conclusion about whether the '278 patent was
24 commercially successful?

25 A Well, when you say the patent was 09:43:20

Page 57

1 commercially successful, I believe that products 09:43:21
2 that embody the patented technology have been
3 commercially successful.

4 Q Did you include that in your declaration?
5 Did you reach that conclusion? 09:43:32

6 A I think you asked two questions there.
7 Can we break that into its two component
8 pieces?

9 Q Sure. Why don't we start with -- let's
10 start with, in your declaration, did you 09:43:48
11 specifically say that the products that embodied the
12 patented technology have been commercially
13 successful?

14 A I think I provided extensive -- I guess
15 it's testimony. It's written testimony. It's my 09:44:08
16 declaration -- indicating that commercial success
17 and indicating the value attributable to that
18 technology. So I think that's referenced through
19 out my declaration.

20 Q Okay. And then the second question: In 09:44:27
21 your declaration, did you specifically reach any
22 conclusion that the products embodying the patented
23 technology is commercially -- are commercially
24 successful?

25 A I think I did reference many indications 09:44:48

1 of that success, that the product had been 09:44:58
2 successful, yes.

3 Q So besides the CalAmp products, what other
4 products embody the claimed invention?

5 A Well, I think your client's products have. 09:45:15
6 Geotab's have. The products of the other licensees
7 that have sold those products. I think also ADS.
8 Numerex had products. Enfora had those products. I
9 believe the other licensees referenced in my
10 Schedule 1 did as well at a time. 09:45:51

11 Q For the ones that were considered in
12 Schedule 1, did you consider what kind of market
13 share those particular licensees had?

14 A Yes. And in case I didn't mention it,
15 CalAmp as well. Yes, I did. 09:46:15

16 Q Can you point me to that?

17 A I don't know that it's listed in my
18 declaration. I don't believe it is.

19 Q Did you consider at all about how the
20 products that you claim embody the claimed 09:46:38
21 invention, what their market share is relative to
22 the tracking unit market?

23 A My understanding is that they constitute
24 the tracking market. I'm not aware of the market
25 finding acceptable once you had access to a databus 09:47:03

Page 59

1 in a tracker to purchase another product that was a 09:47:10
2 vehicle tracker.

3 Q When you say "they constitute," again, you
4 also indicated that the market includes non-MVCC
5 devices, correct? 09:47:31

6 A Theoretically, it does before the products
7 that use the patented technology hit the market.
8 Back when people didn't realize it was possible to
9 have multi-vehicle functionality, they accepted
10 that. But once multi-vehicle became available in 09:47:54
11 tracking units, that changed the market.

12 Q I understand.

13 A That was 100 percent of the market as I
14 understand it.

15 Q Understood. 09:48:16

16 I guess my question is this. When you're
17 dealing with licensing agreements, you still have to
18 show a nexus, correct?

19 A I'm not understanding your question.

20 Q So you have license agreements that you're 09:48:27
21 relying on in your report, correct?

22 A Yes.

23 Q And you're relying on them to show
24 secondary considerations, correct?

25 A I'm not holding myself out to be an expert 09:48:41

Page 60

1 in secondary considerations. I am holding myself 09:48:46
2 out to be an expert in licensing, intellectual
3 property valuation, and economic and financial
4 analysis. To the extent that those are determined
5 by the Court to be secondary considerations and 09:49:03
6 market success is relevant to that, then that's
7 really the Court's business.

8 Q Okay.

9 A And when I say "the Court" I'm talking
10 about the PTAB. 09:49:24

11 Q So, of the products that you mentioned
12 that include the MVCC capability, did you ever
13 consider what market share CalAmp has in relation to
14 these other companies that you identified?

15 A Yes. Like I said, I understand CalAmp to 09:50:09
16 have been the dominant marketplace participant and
17 that there were no tracking devices other than those
18 that used the patented technology that were
19 acceptable in the marketplace. That's my
20 understanding. 09:50:28

21 Q When you say "dominant," do you mean it
22 had 50 percent of the market, at least 50 percent?

23 A That's my understanding.

24 Q Was it more than 75 percent?

25 A I don't know. 09:50:37

Page 61

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MR. PURI: Okay. I think that's all of 09:50:59
the questions I have today. I appreciate your time
and I -- I'm going to close my deposition.

MR. SANTURRI: No questions from
Respondent. 09:51:15

THE VIDEOGRAPHER: This concludes today's
testimony given by Christian Tregillis. Two media
were recorded and will be retained by Veritext Legal
Solutions. We are off the record at 9:51 a.m.

(TIME NOTED: 9:51 A.M.)

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DECLARATION UNDER PENALTY OF PERJURY

I, CHRISTIAN TREGILLIS, the witness herein, declare under penalty of perjury that I have read the foregoing in its entirety; and that the testimony contained therein, as corrected by me, is a true and accurate transcription of my testimony elicited at said time and place.

Executed this _____ day of _____ 2024, at

_____, _____.

(City)

(State)

CHRISTIAN TREGILLIS

1 REPORTER'S CERTIFICATION

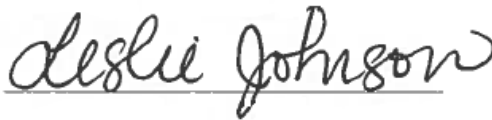
2
3 I, Leslie Johnson, a Certified Shorthand
4 Reporter of the State of California, do hereby certify:

5 That the foregoing proceedings were taken
6 before me at the time and place herein set forth; that
7 any witnesses in the foregoing proceedings, prior to
8 testifying, were administered an oath; that a record of
9 the proceedings was made by me using machine shorthand
10 which was thereafter transcribed under my direction;
11 that the foregoing transcript is a true record of the
12 testimony given.

13 Further, that if the foregoing pertains to
14 the original transcript of a deposition in a Federal
15 Case, before completion of the proceedings, review
16 of the transcript [] was [] was not requested.
17 I further certify I am neither financially interested in
18 the action nor a relative or employee of any attorney or
19 any party to this action.

20 IN WITNESS WHEREOF, I have this date
21 subscribed my name.

22 Dated: July 24, 2024

23 
24

25 LESLIE JOHNSON

CSR No. 11451, RPR, CCRR

1 Ryan Santurri

2 rsanturri@addmg.com

3 July 24, 2024

4 RE: Verizon Connect, Inc. v. Omega Patents, LLC

5 7/19/2024, Christian Tregillis, CPA, ABV, CFF, CLP, (#6787857).

6 The above-referenced transcript has been

7 completed by Veritext Legal Solutions and

8 review of the transcript is being handled as follows:

9 ___ Per CA State Code (CCP 2025.520 (a)-(e)) - Contact Veritext
10 to schedule a time to review the original transcript at
11 a Veritext office.

12 ___ Per CA State Code (CCP 2025.520 (a)-(e)) - Locked .PDF
13 Transcript - The witness should review the transcript and
14 make any necessary corrections on the errata pages included
15 below, notating the page and line number of the corrections.
16 The witness should then sign and date the errata and penalty
17 of perjury pages and return the completed pages to all
18 appearing counsel within the period of time determined at
19 the deposition or provided by the Code of Civil Procedure.
20 Contact Veritext when the sealed original is required.

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22 Counsel - Original transcript to be released for signature
23 as determined at the deposition.

24 ___ Signature Waived - Reading & Signature was waived at the
25 time of the deposition.

Page 65

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2 Transcript - The witness should review the transcript and
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4 below, notating the page and line number of the corrections.
5 The witness should then sign and date the errata and penalty
6 of perjury pages and return the completed pages to all
7 appearing counsel within the period of time determined at
8 the deposition or provided by the Federal Rules.
9 ___ Federal R&S Not Requested - Reading & Signature was not
10 requested before the completion of the deposition.

1 Verizon Connect, Inc. v. Omega Patents, LLC
2 Christian Tregillis, CPA, ABV, CFF, CLP (#6787857)
3 E R R A T A S H E E T
4 PAGE_____ LINE_____ CHANGE_____
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24 (Christian Tregillis) Date
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& 3:10 65:24 66:9	2 4:12 14:5 44:7 46:21	2031 5:7 39:20 2034 5:8 43:16	3 4:13 15:11 16:8,9 31:21
1	56:24	44:15	31:23 32:22 34:24
1 1:17,24 2:18 4:4,11 6:15 10:4,8 12:10 19:21 21:17 23:25 30:7 32:6,8 34:24 40:20 41:2,13 44:3 48:1 59:10,12 66:1	2.00 25:4,10 26:5 29:24 30:11 31:12 46:7,19 47:4 20 45:12 46:1 20.00 42:4,6,11 42:16,21 20.00. 42:5 2007 23:6	22 4:18 49:12 55:23 24 64:22 65:3 278 12:17 17:1 17:6,7,8,11,13 17:15,20,24 18:25 19:5 20:5,6,15,23,25 21:3,16,22 22:4,9,23 23:4 23:8,11,15,15 23:22 24:4,10 24:12 25:8,21 26:7,10 27:4 27:12,17,22 28:1 29:1,7,10 30:20 32:4,11 32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	30 52:18 66:1 300 3:6 3001 3:14 32 53:3 32708 3:15 35 4:22 38 5:4 39 5:6
10 4:11 5:8 24:19 43:13 44:24 45:2	30:23 2007/0279283 29:4,5	22:4,9,23 23:4 23:8,11,15,15 23:22 24:4,10 24:12 25:8,21 26:7,10 27:4 27:12,17,22 28:1 29:1,7,10 30:20 32:4,11 32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	4
100 60:13 1135 3:14 11451 1:22 2:22 64:25	2010 39:2 2011 31:1 39:3 2013 51:21 2023 43:17 2023-01162	22:4,9,23 23:4 23:8,11,15,15 23:22 24:4,10 24:12 25:8,21 26:7,10 27:4 27:12,17,22 28:1 29:1,7,10 30:20 32:4,11 32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	4 4:16 19:9 4.5 50:23 4100 3:6 43 5:8 434 3:14 45 50:21 460 26:19
14 4:12 51:21 15 4:13 15:8 48:8 51:21	6:21 2024 1:16 2:21 6:1,6 63:9 64:22 65:3	32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	39:10 45:23
150 16:17,19 16 51:21 17 52:17	2024 1:16 2:21 6:1,6 63:9 64:22 65:3 2025 4:17 19:11	32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	5
18 16:25 17:17 18:1 22:1	2025.520 65:9 65:12	32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	5 4:18 22:13 46:21
19 1:16 2:21 4:16 6:1,6 43:7 44:10 53:2	2026 4:18 22:16	32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	5.00 25:3,10 27:5,13 29:15 29:20 30:13 31:12,16 34:2 36:14,20 37:1 37:22 38:2
191 34:5 195,000 20:11 20:24	2028 4:21 28:9 28:18 2029 4:23 35:13	32:14 35:20,25 36:11,16,24 37:2,3,16,20,21 37:22,23 38:25 39:2,14,15 42:17,23,25 43:1 47:12,13 47:17,17,21,24 48:5 49:12 54:5,7 55:19 55:24 56:7,12 57:1,3,8,10,23	42:5,15,21,24 46:5,19 47:3 50:22 54:11

[5.00. - agreement]

5.00. 27:18 31:7,14 32:1 33:17 42:10 46:20 50 45:14 61:22 61:22 561 23:17,20,22 24:5,8,13 25:13,14,22,24 26:18 35:24,25 39:7 45:24	8 8 5:4 16:16 38:7 8,032,278 1:9 2:9 6:22 13:20 829 26:19 39:10 45:23 885 26:19 36:1 39:10 45:23 8:02 2:20 6:2,5	above 65:6 abv 1:14 2:18 4:4,9,14 5:2 7:16 65:5 67:2 acce 5:7 39:25,25 40:3 41:19 accept 29:19 acceptable 53:16 54:3 56:14 59:25 61:19 accepted 60:9 access 46:8 49:14 54:5 55:25 56:5,9 57:18 59:25 accesses 30:22 46:7 47:4 accessing 31:4 55:21 56:10 accurate 12:2 14:17 15:9 16:18,21 22:2 22:19 38:20 63:6 accurately 8:21 35:18 acted 45:7 action 20:1,1,4 20:6,18 64:18 64:19 actions 19:25 20:20	actually 41:7 added 38:5 53:17 addition 53:8 additional 34:23 53:6 addmg.com 65:2 address 50:8 administer 7:13 administered 7:17 64:8 ads 17:18 18:5 18:12 27:3,4,7 27:11 48:2 59:7 advancement 57:15,17 advantages 53:18 55:24 aggregate 20:11 agree 6:13 agreed 29:19 31:11 agreeing 40:13 agreement 4:16 4:18,20,22 5:4 5:6 17:10 18:2 18:9,10,13 19:13,16,19,20 19:21,24,25 20:21 21:6,15 22:3,8,20,23
6	9		
6 4:19 20:9 28:7 6,011,460 36:4 6,606,561 47:15 6,756,885 36:2 6,812,829 36:7 60 16:16,19 6065 34:5,7 66 23:22 6637 64:24 67 1:24 6787857 1:23 65:5 67:2	9 5:6 16:22,25 39:18 900,000 50:23 90071-3151 3:7 917,000 50:12 50:18 51:11 9:06 44:3 9:15 44:6 9:51 2:20 62:9 62:10		
	a		
7	a.m. 2:20,20 6:2,5 44:3,6 62:9,10 abide 8:13 ability 35:7 49:16 able 14:18 23:24 33:9 35:2 49:14 53:19 55:25 56:5		
7 4:6,22 35:11 7/19/2024 65:5 70 43:9 44:13 44:22 71 44:24 45:21 46:25 47:1 75 61:24			

[agreement - basis]

23:7,12,14,18 24:14,17,24 26:16 27:4 28:1,19,23,25 30:16 31:5,16 32:3,21,24 33:11 35:17,18 37:11 38:16,21 39:2,23 40:4,6 48:6 agreements 12:9 17:12 22:7,11 26:25 27:15,24 29:12 36:23 37:14,19 40:9 45:3,5,9 45:16,17,18 46:4,12,13,15 46:24 47:2,7 47:11,14,20,20 47:23 48:2,3 54:10 60:17,20 agrees 20:10 allen 3:10 allendyer.com 3:16,17,18 allow 41:8 allowed 18:10 allows 52:3 ambit 54:13 amount 20:11 20:24 34:22 analysis 20:22 32:17 36:12,23 45:25 48:16,19	48:22 51:1 56:6,25 61:4 angeles 3:7 answer 8:8,9 8:14 9:8 12:2 24:3 38:5 39:15 49:11 51:3 answered 11:6 answers 29:11 33:5 anticipated 11:2 anymore 37:5 appeal 1:2 2:2 6:21 appearance 7:2 7:4 appearances 3:1 appeared 22:8 appearing 7:10 10:19 65:18 66:7 application 29:6,10 32:11 39:4,4 47:16 52:7 applications 29:3 applies 11:11 apply 27:19 42:25 apportion 21:2	appreciate 8:25 62:2 appreciating 56:7 approximately 23:5 45:8 50:11 april 43:17 apuri 3:8 arbitrations 16:17 ashe 3:5 7:5,23 asked 56:25 58:6 asking 8:5 41:14 assert 11:4 assessment 51:8 associated 29:7 47:17 attempted 26:23 46:18 attorney 7:3 9:2 64:18 attorneys 18:21 attributable 38:3 57:3 58:17 attribute 20:25 29:10 39:14 attributed 20:25 26:21 45:23	attributing 23:15 36:11 audio 6:12 available 53:15 54:7 55:5 60:10 avenue 3:6 avoid 40:6 avoidance 40:11 awarded 50:22 aware 8:22 17:23 18:5,9 18:12,17 19:3 21:11 27:8 59:24
			b
			b 31:22,23,25 32:22 33:14 66:1 b2 1:9 2:9 6:22 back 12:24 23:24 24:25 28:15 29:22,25 30:3 31:19 41:1,10 44:5 48:8 52:14 60:8 based 15:8 21:6 21:25 33:11 40:22 55:8 basis 22:6 24:9 24:15 26:6 46:25

bates 34:3,4,4 bear 34:2 beginning 2:20 6:15 7:3 44:6 46:17 behalf 2:19 7:9 7:10 behavior 53:4 beholder 55:12 believe 15:23 18:4,14 22:25 23:5 31:2 38:23 45:5 49:25 50:5,10 58:1 59:9,18 benefits 57:14 big 55:19 bit 11:19 13:5 14:9 25:19 38:6 43:24 49:21 board 1:2 2:2 6:21 11:5 braking 52:9 break 12:3 26:23 43:20,22 43:25 44:10 58:7 breaking 43:21 breaks 11:11 briefly 12:16 48:1 bus 4:19,22 5:4 5:6	business 27:9 61:7 c ca 65:9,12,21 calamp 17:19 18:2,7,10 48:2 50:6,12,16,18 51:16 59:3,15 61:13,15 calamp's 52:18 calculation 51:23 california 3:7 64:4 call 12:12 34:4 called 16:7 25:17 33:25 capability 52:19 61:12 capacity 13:11 carat 41:8 career 11:24 carus 3:13 7:11 case 10:25 17:9 27:3,25 36:17 59:14 64:15 cases 21:9 categories 40:22 category 32:3 32:24 33:10,12 33:14,16,19,22 33:24 34:7,11 35:1 41:16	ccp 65:9,12 ccrr 1:22 64:25 certain 45:11 certainty 45:15 certification 64:1 certified 2:21 64:3 certify 64:4,17 cff 1:14 2:18 4:4,9,14 5:2 7:16 65:5 67:2 chance 14:24 change 56:13 67:4,7,10,13,16 67:19 changed 16:12 53:16 55:6 60:11 changer 55:18 characterized 26:2,4 charge 31:10 46:19 chart 18:1 24:19 25:2 45:1 check 22:25 chris 7:10 christian 1:14 2:18 4:4,9,11 4:13 5:2 6:16 7:16 62:7 63:3 63:17 65:5 67:2,24	christopher 3:12 cimble 4:22 35:15,18 city 5:5 38:17 38:21 63:11 civil 65:19,21 claim 59:20 claimed 59:4 59:20 claims 21:9 clarification 29:21 clarify 9:13 19:4 28:11 clarity 13:17,24 37:3 clear 8:17 13:25 19:23 24:6 25:12 26:3 34:13 37:25 46:24 47:19 52:1 client's 59:5 clock 53:4 close 62:3 clp 1:14 2:18 4:4,9,14 5:2 7:16 65:5 67:2 code 65:9,12,19 65:21 collected 52:9 column 29:23 30:5 41:17
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[combination - counsel]

combination 30:17,18,21 31:10,17 32:14 55:20 56:10 57:18 combinations 53:1 combining 54:5 come 17:25 coming 38:11 commenced 10:23 commercial 48:22 51:8 56:22 57:2,11 58:16 commercially 54:3 57:8,24 58:1,3,12,23,23 common 27:6 communicati... 53:4 companies 61:14 compared 21:3 51:1,13 compatibility 53:7,10,18 54:21 55:17,22 compatible 49:15 53:14,21 54:1,4,16,24 55:5,16 compensation 31:22	complaints 12:25 complete 22:7 completed 65:7 65:17 66:6 completion 64:15 66:10 comply 11:5 component 58:7 computer 10:2 concerned 45:21 concludes 62:6 conclusion 57:23 58:5,22 conditions 52:24 conducted 6:8 confer 10:25 conferring 11:3 confidential 4:16 19:20 confirm 19:16 39:23 confused 25:20 connect 1:4 2:4 3:3 6:18 65:4 67:1 connection 49:18 connections 6:10 consider 20:14 25:14 40:5	48:17 49:3 50:25 51:12 56:16 59:12,19 61:13 considerations 20:23 22:4 24:10 25:8 26:6 36:12 42:17,22 48:13 48:22 60:24 61:1,5 considered 45:17 48:14 53:22 59:11 consistent 11:9 49:1 consistently 46:5 constitute 59:23 60:3 consult 10:25 cont 5:1 contact 65:9,20 contained 63:5 context 14:9 continuation 23:23 24:5,13 25:22 continue 6:12 18:11 continued 27:5 contractual 32:18 control 40:24 41:22 42:2,8	42:10,12,14 43:2 controller 54:16 controllers 53:22 54:25 conversation 12:11 copy 15:6 28:23 corporation 4:23 correct 8:3 9:18 11:11 13:9,10,15,20 15:6,22 16:10 16:11 19:7,21 20:2,7 21:20 21:23,24 23:9 23:12 25:22,25 26:7 27:20 28:23 29:7 38:4 39:8,11 54:17,18 60:5 60:18,21,24 corrected 63:6 corrections 65:14,15 66:3 66:4 costs 40:7 counsel 6:17 7:6,13 8:7,12 8:12,14,18 9:2 10:25 11:1 12:11,12 65:18
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[counsel - device]

65:22 66:7 count 53:5 couple 12:20 56:23 course 11:23,24 court 6:24 7:12 8:2,24 61:5,9 court's 61:7 covenant 17:10 19:6 cover 17:20 22:9 32:13 45:2 47:23 covered 20:18 20:19,21 23:18 24:1,4,14 25:1 32:2,7 54:20 57:3,10 covering 55:20 covers 26:14 49:14 cpa 1:14 2:18 4:4,9,14 5:2 7:16 65:5 67:2 created 18:3 cregan 3:17 critical 48:15 cross 4:18 csr 1:22 64:25 current 14:11 16:10 currently 37:4 37:7,10,15 customers 52:20 53:16	57:13,13 d d 4:1 data 4:19,22 5:4,6 52:9 databus 24:21 25:3,9,15 26:11,12,15 30:12,14,22 31:4,6,13,13,18 32:1,7,9,15 33:2,4,15,20,25 34:8,16,18 35:2,3,5,8 37:24 38:3,15 46:7,8 47:4 49:14,16 52:10 54:5,11 55:21 55:25 56:5,9 56:10 57:18 59:25 date 23:3,7,8 52:25 64:20 65:16 66:5 67:24 dated 64:22 dates 47:12 david 3:13 7:11 day 63:9 dcarus 3:18 deal 55:19 dealing 60:17 decide 8:9 decision 12:14	declaration 4:13 12:8,16 12:24 15:14,18 15:21 16:2,6 16:23 17:22 18:6,15 19:12 19:17 22:1,16 24:20 25:1 28:18 29:22 30:3 40:21 41:4 43:8 44:11 46:2 48:9 49:7,9,10 50:9,13,19 52:12 56:24 57:22 58:4,10 58:16,19,21 59:18 63:1 declare 63:3 deduced 15:1 define 52:1 55:9 defined 33:16 defining 55:2 definition 52:11 53:11,24 56:15 definitions 55:8 56:17,19 dei 24:24 26:16 demanded 57:21 depends 6:9 depiction 14:18	deponent 6:11 deposed 13:22 14:2 deposition 1:13 2:17 4:11,12 6:7,16 10:7,19 11:14,17,21,22 12:5,10,13 13:4 14:7,13 15:3,6 18:16 18:18 62:3 64:14 65:19,23 65:25 66:8,10 depositions 10:23 16:17 describe 42:7 52:23 described 33:23 34:19 36:13 description 4:10 5:3 11:9 42:12 53:6 determine 52:21 determined 61:4 65:18,23 66:7 determining 48:14 device 26:15 29:16 33:2 35:1,10 49:15 49:17 50:4 52:2,3 53:11
---	--	---	--

[device - expert]

53:13	dyer 3:10	enfora 4:16	evolution 56:21
devices 28:12	e	17:9 19:12,16	examination
49:5,6,21,22,24	e 4:1 65:9,12	19:23 20:10	4:3 7:20 10:23
50:2 51:14,17	66:1 67:3,3,3	21:12 22:2	10:24
54:13,25 55:3	e.g. 44:13	59:8	examined 7:17
56:5,8 60:5	earlier 25:20	engaged 45:25	example 27:3
61:17	32:10 36:13	engine 42:14	51:20
different 22:10	39:5 47:10	engineering 5:5	except 11:3
34:3 42:11,11	early 31:8	38:17,22	excess 16:19
55:8,8	ease 53:19	entered 40:6,9	executed 63:9
direct 44:15	easier 41:11	entering 40:10	exhibit 4:11,12
directed 42:1	easily 41:8	entire 21:7	4:13,16,17,18
direction 64:10	east 3:14	entirety 63:5	4:18,19,21,22
discounted	economic 61:3	entry 42:13	4:23 5:4,5,6,7,8
48:15	either 9:4 25:16	envisioned	5:8 9:20 10:1,4
discuss 54:9	elaborate 13:5	57:20	10:8 14:5,20
discussed 32:10	electronically	equipment	15:11 19:9,11
39:5 45:4 48:1	9:23	6:10 40:24	19:21 21:17
discussion	electronics 5:7	41:22 42:2,9	22:13,16 28:7
50:17	39:25,25 41:19	43:3	28:9,18 30:1
document	elements 24:6,8	errata 65:14,16	35:11,13 38:7
10:15 13:2	elicited 63:7	66:3,5	38:9 39:18,20
21:19 28:16	embodied	especially	41:9 43:13,16
documents	58:11	55:19	44:15,24 45:2
12:5,7 13:1	embody 58:2	esq 3:5,11,12	exhibits 4:8 5:1
41:11	59:4,20	3:13	9:18,23,24
doing 15:13	embodying	evaluating	17:21 41:10
30:24	48:24 51:9	54:22	expenses 40:11
dominant	58:22	event 24:2 40:3	40:17,19,19
61:16,21	employ 46:6	41:11 53:1	experience 40:8
doppelt 3:10	47:3	events 52:20,21	40:12
dozen 45:10	employee 64:18	evidence 22:3	expert 13:6
driver 53:4	employer 16:10	25:7 42:16,22	32:18 57:16
driving 52:5	enf6065 34:14	48:13	60:25 61:2

[expire - great]

expire 28:5,11 expired 36:15 36:18 37:5,17 37:20,21 explanation 34:23 exposure 40:14 extended 47:14 extensive 58:14 extent 61:4 eye 55:11	figure 33:8 filed 6:19 13:8 13:13 filing 23:3,8 financial 61:3 financially 64:17 find 11:19 finding 59:25 finish 9:1 10:24 first 10:6 29:3 30:20 31:3,24 32:10 33:23 55:20 five 17:12 44:1 fleet 52:7,7 flick 12:16 31:11 46:17 57:19 flick's 31:9 flip 24:25 41:8 florida 3:15 follow 8:9 follows 7:18 32:10 65:8 fop 12:18 foregoing 63:4 64:5,7,11,13 form 24:11 formed 46:25 forms 30:11 43:10 44:13,23 forth 23:24 41:10 64:6	found 56:1,14 four 26:17 frcp 66:1 free 9:13 frequent 11:19 friday 1:16 2:21 6:1,5 front 10:2 23:3 full 26:20 fully 8:20 function 40:24 41:22 42:2,8 42:12 43:2 functionality 30:13,15 31:7 31:18 32:1 33:3,16,20 34:9,16,18 35:2,5 60:9 further 64:13 64:17	georgia 20:1,4 20:18,20 geotab 12:13 12:15 13:4,8,9 13:13 14:1,2 15:7 18:16 geotab's 13:19 59:6 geozone 52:25 gestures 9:9 gilchrist 3:10 give 12:1 26:20 38:14 49:11 given 11:2,2 39:16 62:7 64:12 giving 29:12 go 6:13 29:25 30:4 31:21,22 32:5 41:1 going 9:22 10:6 14:20 28:15 29:11,22 40:15 43:15 50:13 62:3 good 6:4 7:5,8 7:22 43:18 gotten 44:10 gps 4:19 25:17 25:24 26:1 grand 3:6 graphic 53:2 great 10:1,15 15:17 28:20 38:14 44:21
f	fact 25:21 27:22 33:21 54:17 fall 32:3 33:9 33:18 54:25 falls 32:23 familiar 9:20 24:25 family 17:6 far 45:21 feature 42:10 42:14 features 22:10 february 39:2 federal 64:14 66:1,8,9 fee 20:11 21:3 feel 9:13 fees 43:10 44:13,23 45:19 45:22,23 fewer 53:19	game 55:18 general 26:24 generally 11:8 11:23 17:8 18:9 24:25 46:14 47:6 49:19 55:3,14 generate 35:3,7 generated 43:9 44:12 45:18 47:1 geofencing 52:5	g

57:12 greater 56:20 group 18:23 33:25 guess 22:5 31:15 33:8 49:21 58:14 60:16	22:13 28:7 35:11 38:7 39:18 43:13 identified 25:16 61:14 identify 17:16 34:10 49:8 50:5	includes 19:19 43:2 60:4 including 36:25 37:22 40:15 48:4 51:8 52:23 53:6,16 incredibly 57:20 indicate 25:3 indicated 60:4 indicating 58:16,17 indications 57:2,9 58:25 indicative 29:18 49:19 information 52:4,6 infringement 21:10 40:15 infringes 21:12 infringing 27:10 40:16 52:21 initial 44:14 input 53:1 installation 53:20 instantaneous... 52:24 instruction 8:9 instructions 8:14 instructive 22:12 33:23	35:4 instructs 8:8 intellectual 61:2 intend 16:3 51:4 inter 4:15 interchangea... 25:18 interested 64:17 internet 6:10 interpret 11:20 interpretation 32:19 introduce 14:7 14:20 19:11 22:15 28:9 35:13 38:9 39:20 43:15 introducing 15:14 introduction 55:16 invention 48:24 51:10 59:4,21 involved 13:13 19:24 ipr 6:21 10:22 12:13,19 13:7 13:8,12,14 15:15,22 ipr2023-01162 1:8 2:8
h	ii 53:9		
h 67:3 handled 65:8 hard 52:8 head 9:9 12:18 50:6 header 32:8 heard 6:11 40:3 hearing 11:22 heart 57:17 help 8:24 11:25 hemming 16:11 henderson 1:15 2:19 6:1 higher 46:20,22 history 31:9 hit 60:7 hold 22:25 31:19 57:16 holding 32:18 60:25 61:1 huh 28:5	implement 46:18 implemented 46:5 47:2 important 56:13 importantly 47:11 include 16:2 17:1,5,15 18:7 20:6 28:25 35:20 38:24 39:7 40:23 41:21 44:18 47:21 49:7 50:17 52:11 53:2,24 55:15 56:4 58:4 61:12 included 16:6 17:11,12,21 19:17 20:4 23:16 35:24 39:11 47:13 48:5 54:11,12 65:14 66:3		
i			
identification 10:4 14:5 15:11 19:9			

[issuance - look]

issuance 18:14 22:23 47:12 54:7 issue 13:14 14:10 28:14 39:3 43:5 50:9 issued 16:20 18:6 28:25 29:2 31:1 32:12 38:24 47:18	32:23 33:9,18 35:14,17 38:1 39:24 45:15,22 48:9 49:23 50:3 51:9 52:13 54:23 59:17 61:25 knows 40:3	licensed 17:6,7 17:9 21:23 26:11,22 31:17 31:25 32:9 33:1,15,17,19 33:22 34:8,24 35:1 38:25 39:8 licensee 29:19 licensees 27:8 31:10 40:12,18 51:18 59:6,9 59:13 licenses 17:1,13 17:14,16,24 18:25 43:8 44:12 licensing 25:9 25:10 31:9 40:8 45:22 46:17 60:17 61:2 licensor 29:19 45:7 licensors 40:18 likely 9:7 limited 4:19 30:14 31:18,25 33:2,15,20 34:8,16,20 35:5,6 line 65:15 66:4 67:4,7,10,13,16 67:19	list 33:10 listed 16:10 18:24 21:22 22:7 23:11 24:17,19,20 29:3 32:6,10 33:24 34:2,7 34:14 47:25 59:17 litigation 40:7 40:11,11,17,17 little 13:5 14:9 15:1 16:19 25:19 41:8 43:24 50:22 live 27:12 llc 1:6 2:6 4:22 5:4,5,7 6:19 16:13 65:4 67:1 llp 3:4 16:12 location 52:6 52:25 locked 65:12 66:1 logging 53:3 logic 27:20 logical 43:21 long 27:21 longer 27:9 look 12:14,24 12:25 15:3,17 15:20 19:15 22:18,21 28:22 28:24 34:24
j	large 50:3 law 8:2 leading 18:17 20:15 51:17,24 left 44:9 legal 6:25 62:8 65:7 leslie 1:21 2:21 6:24 64:3,24 license 4:18,20 4:22 5:4,6 12:9 17:12,18,19 19:5,12,20 21:15 22:3,10 24:14 29:12 30:12,14 31:5 32:3 36:23 37:11,14,19 38:16,21 40:6 40:9 43:10 44:13,23 45:3 45:5,8,16,17,18 45:18 46:15 47:14 54:9 60:20	l	
j	jill 3:20 6:23 job 1:23 johnson 1:21 2:21 6:24 64:3 64:24 judge 8:6 july 1:16 2:21 6:1,6 23:5,6 64:22 65:3 jump 31:19 jumping 41:10 june 23:6 jury 50:22		
k	ken 12:16 keyless 42:13 kind 28:13 52:6 59:12 know 10:9 13:18 14:12,17 14:21,24 18:2 18:8,16 23:25		

[look - notice]

39:22 41:16 48:23 52:14 55:13 56:18 looked 12:8,9 12:15,16 54:10 looking 24:24 41:13 49:10 looks 35:19 los 3:7	54:22 55:1,2,6 55:7,9,14 56:4 56:8,13,15,16 57:11 59:12,21 59:22,24,24 60:4,7,11,13 61:6,13,22 marketplace 53:15 56:20 57:21 61:16,19 marks 41:8 master 4:18 matter 6:17 7:25 9:18 10:7 11:24 12:8 18:16 26:24 37:13 50:6,9 mean 12:1 17:5 17:8 18:21 21:17 26:13 33:13 34:17 42:4 48:20 61:21 meaningful 51:19 means 33:3 meant 13:25 media 6:15 44:3,6 62:7 meeting 12:11 member 17:6 mention 59:14 mentioned 7:23 18:25 19:7 46:16 50:11	51:7 61:11 mentioning 13:3 methodology 46:18 miami 20:1,6 20:20 mid 5:4 38:17 38:21 million 43:9 44:13,22,24 45:21 46:25 47:1 50:23 minimum 24:20 29:23 30:5 41:17 minute 31:19 38:14 41:6 50:20 minutes 43:20 modern 56:1 moment 30:2 49:11 money 40:13 monies 36:24 morning 6:4 7:5,8,22 morse 16:11 motion 52:25 move 43:7 moving 56:22 multi 49:17 53:7,10,13,18 53:21,25 54:4 54:16,21,24	55:5,15,17,22 60:9,10 multiple 49:16 52:19 56:18,18 mvcc 60:4 61:12
m			n
machine 64:9 made 18:12 54:2 64:9 make 9:15 15:18 22:19 25:12 28:22 49:25 65:14 66:3 making 27:10 51:16,19 management 53:5 managers 52:7 marked 10:4,8 14:5 15:11 19:9 22:13 28:7 35:11 38:7 39:18 43:13 45:1 market 30:24 48:17,25 49:4 49:9,24 50:1,1 50:4,15 51:1 51:11,13,22,23 51:25 53:22			n 4:1 name 6:23 7:5 7:23 64:21 necessary 65:14 66:3 need 8:7 9:7 44:1 needs 16:15 neither 64:17 nevada 1:15 2:19 6:1 new 56:21 nexus 60:18 nixon 3:4 7:6 nixonpeabod... 3:8 non 53:21 60:4 nonrefundable 20:10 notating 65:15 66:4 note 6:7 noted 40:21 62:10 notice 4:11 10:7,20 11:13 11:21 12:4

[noticing - parties]

noticing 7:3 noting 22:8 novel 56:12 novelty 30:20 number 4:10 5:3 13:18 26:20 29:6 34:3 39:4 45:11 50:14 54:17 65:15 66:4 numbers 16:18 23:21 34:4,5 numerex 4:20 28:19,23 59:8	10:14 11:10,16 12:7 13:12,17 14:22,23 15:16 15:21,24 16:25 19:4,11,14,19 20:4 21:22,25 22:17,18,22 23:7,14 25:19 26:9 28:9 29:9 30:3,10 31:19 31:21 35:13,17 36:1 38:9,14 38:24 39:10,20 39:21,22 41:13 43:6,19 44:20 44:21 45:1,6 46:3 48:8 54:15 58:20 61:8 62:1 omega 1:6 2:6 4:16,17,18,20 4:21,22,23 5:4 5:5,7,7,8 6:18 8:17 10:25 13:7 18:21 20:10 28:1 34:14 38:16,21 39:23 43:16 45:7 46:14 65:4 67:1 omega's 17:1 17:14 43:9 44:12 46:17 once 10:23 53:14 55:4	59:25 60:10 ones 19:2 26:18 34:2,5 54:10 59:11 open 10:1,14 14:23 19:14 22:17 28:21 30:1 35:15 38:13 39:21 44:20 opened 15:16 opening 10:12 operation 42:13 opinion 57:7 opinions 16:3 57:1 options 54:2 order 11:5 original 64:14 65:10,20,22 owner 1:7 2:7 6:19 8:15 owner's 4:14	pages 1:24 65:14,17,17 66:3,6,6 paid 27:8,11,13 37:11,15,18 38:1 paragraph 16:16,25 17:17 18:1 20:9 22:1 32:22 34:23 43:7 44:10 46:1 48:8 49:12 50:21 52:18 53:3 55:23 56:24 part 26:15 27:15,23 31:24 35:9 43:4 48:18,21 53:10 53:22 56:6,17 56:19 partes 4:15 participant 61:16 participants 6:9 particular 13:12 22:22 26:16 50:8 59:13 particularly 54:4 parties 6:13 20:16 40:19
o			
oath 7:13,17 8:1 64:8 obd 53:9 object 24:11 objections 7:1 9:3 objects 8:7 observe 40:4 observed 26:24 36:13,23 obviousness 48:14,16 occur 11:22 october 36:19 offer 16:3 office 1:1 2:1 6:20 65:11 okay 8:5,16 9:22 10:6,13	10:14 11:10,16 12:7 13:12,17 14:22,23 15:16 15:21,24 16:25 19:4,11,14,19 20:4 21:22,25 22:17,18,22 23:7,14 25:19 26:9 28:9 29:9 30:3,10 31:19 31:21 35:13,17 36:1 38:9,14 38:24 39:10,20 39:21,22 41:13 43:6,19 44:20 44:21 45:1,6 46:3 48:8 54:15 58:20 61:8 62:1 omega 1:6 2:6 4:16,17,18,20 4:21,22,23 5:4 5:5,7,7,8 6:18 8:17 10:25 13:7 18:21 20:10 28:1 34:14 38:16,21 39:23 43:16 45:7 46:14 65:4 67:1 omega's 17:1 17:14 43:9 44:12 46:17 once 10:23 53:14 55:4	59:25 60:10 ones 19:2 26:18 34:2,5 54:10 59:11 open 10:1,14 14:23 19:14 22:17 28:21 30:1 35:15 38:13 39:21 44:20 opened 15:16 opening 10:12 operation 42:13 opinion 57:7 opinions 16:3 57:1 options 54:2 order 11:5 original 64:14 65:10,20,22 owner 1:7 2:7 6:19 8:15 owner's 4:14	pages 1:24 65:14,17,17 66:3,6,6 paid 27:8,11,13 37:11,15,18 38:1 paragraph 16:16,25 17:17 18:1 20:9 22:1 32:22 34:23 43:7 44:10 46:1 48:8 49:12 50:21 52:18 53:3 55:23 56:24 part 26:15 27:15,23 31:24 35:9 43:4 48:18,21 53:10 53:22 56:6,17 56:19 partes 4:15 participant 61:16 participants 6:9 particular 13:12 22:22 26:16 50:8 59:13 particularly 54:4 parties 6:13 20:16 40:19
		p	
		p 3:5 pacific 6:5 page 4:10 5:3 15:25 16:8,9 16:22,25 24:19 52:17 53:2 65:15 66:4 67:4,7,10,13,16 67:19	

[party - preliminary]

party 64:19 patent 1:1,2,7,9 2:1,2,7,9 4:14 4:19,22 5:4,6 6:19,20,21,22 8:15 12:17 13:14,17,20 14:10 17:2,6,7 17:8,11,13,15 17:20,25 19:1 19:6 20:5,6,7 20:15,17,23 21:1,3,7,9,16 21:22 22:4,9 22:24 23:4,8 23:11,15,16,17 23:20,23,23 24:4,5,8,10,13 24:13,21 25:4 25:8,10,13,14 25:15,15,21,22 25:24,25 26:1 26:4,5,7,10,11 26:12,14,18 27:1,4,12,16,18 27:19 28:1,3 29:1,2,3,7,10 29:14,16,20 30:17,19,20,21 31:1 32:4,11 32:11,14,15 35:21,24 36:1 36:4,7,11,16,17 36:21,24,25 37:1,2,4,4,6,16	37:20,21,23 38:16,24,25 39:3,3,4,8,14 40:14,16 42:17 42:23,25 43:2 47:12,15,16,17 47:18 54:5,7 55:24 56:7,12 57:1,4,8,10,23 57:25 patent's 11:1 47:13,21,24 48:5 patented 41:12 48:18 49:4 53:14 57:14,20 58:2,12,22 60:7 61:18 patents 1:6 2:6 4:16,20,22 5:4 5:7 6:19 8:18 13:7 14:9 18:21 20:5,21 21:4,8,10,13,23 26:17,20,22 28:2,13 32:2,6 32:9,13 33:4,9 33:18,24 34:1 34:6,10,13,19 36:15 37:24,24 38:16,21,25 39:8,11,24 43:9 44:12 45:7,24 47:15 49:13 54:16,20	65:4 67:1 pay 20:10 27:5 29:19 40:13 46:22 payment 20:19 36:24 payments 44:14 pdf 65:12 66:1 peabody 3:4 7:6 peg 52:22 penalty 63:1,4 65:16 66:5 people 60:8 percent 60:13 61:22,22,24 percentage 51:12 period 65:18 66:7 periods 55:9 perjury 63:1,4 65:17 66:6 permitted 10:24 personally 8:11 pertains 64:13 petition 4:15 12:19 13:14,19 13:19 petitioner 1:4 2:4,19 3:3 6:17 6:18 7:7,24	petitions 12:25 phone 12:12 pick 9:8 piece 21:2 31:24 pieces 58:8 place 6:13 63:7 64:6 play 48:15 played 20:15 please 6:7 7:2,3 9:1,3,13 10:9 22:18 28:22 plus 31:13 point 12:21 31:15 32:13 43:21 59:16 pointed 32:22 port 53:9 portfolio 21:7 portion 20:23 possibility 40:5 possible 45:13 53:12 56:10 60:8 power 53:5 precede 47:12 predate 22:23 predates 23:8 predefined 52:24 predominantly 47:6 preliminary 4:14
--	---	--	--

[prepare - reference]

prepare 11:16 present 3:19 14:11 30:17 presented 22:1 presume 39:15 previous 13:8 29:12 previously 39:16 56:8 prior 12:21 18:15 54:7 64:7 privilege 11:4 procedure 65:19,21 proceed 7:14 proceeding 7:1 12:13,15 13:4 13:7,8,12,22,25 14:1,2,4,8,11 14:12,15 15:7 15:15,22 proceedings 64:5,7,9,15 product 59:1 60:1 products 33:17 33:22 34:25 35:1 40:23 46:6 47:3 48:23 50:1 51:9 52:18,21 58:1,11,22 59:3,4,5,6,7,8,8 59:20 60:6	61:11 program 46:17 52:20 promised 38:12 pronunciation 40:2 property 61:3 provide 8:8 31:3 56:25 provided 58:14 65:19 66:8 provides 42:9 ptab 61:10 publication 30:23 39:15 47:16 publish 10:7 publishing 9:23 pulling 28:10 purchase 57:12 60:1 puri 3:5 4:6 7:5 7:6,21,23 10:5 14:6 15:12 19:10 22:14 24:16 28:8 35:12 38:8 39:19 43:14,22 44:8 62:1 purpose 11:3 purposes 32:17 36:22 pursuant 10:19 put 14:21 30:13	putting 57:19 q qualifications 16:7 quality 6:9,10 quantum 50:7 question 8:7 9:1,14 11:5,18 12:1 24:3 29:9 31:15 33:6 35:4 42:19 51:4,11 58:20 60:16,19 questions 8:6 9:13 14:15,19 36:10 43:23 56:23 58:6 62:2,4 quickly 46:21 quite 11:18 quote 44:11 r r 53:17 67:3,3 r&s 66:1,9 rate 27:2,13,17 27:18 29:15,17 34:2 36:14,20 rates 31:10 reach 57:22 58:5,21 reached 21:6 read 12:12 13:3 35:3,7 63:4	reading 65:24 66:9 reads 34:25 realize 60:8 really 56:19 61:7 reason 8:20,23 67:6,9,12,15,18 67:21 recall 12:17,23 13:2 50:7,12 receive 11:13 35:14 received 10:9 10:12 12:4 receiving 11:21 recess 44:4 recollection 35:23 record 6:5,14 15:5 44:3,6 62:9 64:8,11 recorded 6:12 6:16 62:8 recording 6:9 6:12 redirect 41:14 redundant 49:22 refer 26:19 reference 13:1 17:25 41:20 44:22,23 47:16 48:4 50:18,21 58:25
--	--	---	--

[referenced - rules]

referenced 12:10 26:17 46:22 52:8 58:18 59:9 65:6 references 49:25 referred 19:25 38:15 39:24 referring 9:17 9:24 17:15 38:2 40:20 46:13 47:20 refers 16:16 regan 3:12 7:11 regarding 11:1 57:1 regards 57:1 relate 28:13 related 36:17 37:8 47:14 52:25 54:20 relates 31:24 49:13 55:24 relation 61:13 relative 22:5,10 59:21 64:18 released 31:3 65:22 relevant 48:25 49:4,24 51:10 56:4 61:6 relying 22:2,6 24:9 25:6,9,21 26:5,9 42:16	42:22 60:21,23 remained 27:4 remaining 27:16 remains 31:7 remember 23:21 50:14 remote 40:23 41:21 42:2,8 42:12,13,14 43:2 remotely 6:8 repeating 14:14 report 43:16 50:5 52:19 60:21 reported 1:21 reporter 2:22 6:24 7:13 8:24 64:4 reporter's 64:1 reports 52:22 representation 22:20 38:20 represented 8:11,17 representing 6:25 7:24 8:13 represents 35:18 requested 64:16 66:1,9 66:10	required 65:20 resellers 53:17 resolution 21:7 21:8 respond 9:3 respondent 3:9 7:9,10 62:5 responding 52:23 response 4:14 responsive 51:4 restriction 11:10 resulted 57:11 results 40:16 retained 62:8 return 65:17 66:6 revenue 47:1 50:3 review 4:15 12:7,21 14:25 15:8 33:11 64:15 65:8,10 65:13 66:2 reviewed 12:5 12:19 47:7 reviewing 32:21,24 right 8:4,19 13:16 15:23 16:22 18:22 19:8 20:3 22:15 23:10,13 23:19 24:24	26:8 28:6 29:8 31:2 34:15 35:10 38:5 39:9,17 43:22 43:25 47:6 49:10 50:13 54:19 rights 22:9 rigid 56:15 road 3:14 role 20:14 48:15 row 41:20 royalties 24:21 25:7 30:11 37:10,15 38:1 38:4 40:22 41:20 42:1,3,4 42:15,20,21 54:11 royalty 24:21 24:22 25:3,4 25:11 26:5 27:1 29:23 30:5,11,13 31:7,17,23 32:22,25 33:14 34:2 37:17 38:3 41:17 43:16 44:14 rpr 1:22 64:25 rsanturri 3:16 65:2 rules 66:8
--	---	--	--

[running - standing]

running 44:14	48:13,22 60:24	serve 13:10	six 17:16 18:24
ryan 3:11 7:8	61:1,5	served 13:6	19:5 45:3,17
65:1	section 16:7,14	set 31:5 64:6	47:25
s	31:21,23 32:6	settlement 4:16	size 50:15
s 53:17 67:3	32:8,22 34:24	17:10 18:10	skip 23:24
sale 57:12	34:24	19:20,24,24	slightly 42:11
sales 50:11,18	security 42:9	20:15,19,24	small 34:22
51:16,19	see 9:24 14:23	21:3,6	sold 48:18 59:7
santurri 3:11	16:8 17:3	several 49:25	solutions 6:25
7:8,9 24:11	20:12 23:18,19	share 9:20 10:1	62:9 65:7
62:4 65:1	24:22,23 28:16	30:1 41:9	somebody
saying 47:1	28:20 30:6	51:23 59:13,21	41:12
says 31:16,22	35:25,25 36:1	61:13	somewhat
31:25 32:5,9	36:3,4,6,9	shortcut 14:19	55:11
32:25 33:21	38:18 39:1	shorthand 2:22	sorry 21:16
42:8	40:12,25 41:23	64:3,9	24:7,18 37:6
schedule 12:10	42:7 43:11	show 30:16	39:14 42:18
23:25 30:7	44:17 46:10	36:24 60:18,23	sort 54:12
31:22,23 32:5	50:20 56:2	showing 51:9	sorted 46:21
33:4 39:6	57:5	shown 44:24	sound 15:1
40:20 41:2,13	seeing 38:10	shows 53:3	sounds 43:18
48:1 59:10,12	seen 10:15 18:8	sign 65:16 66:5	south 3:6
65:10	18:11 39:5	signals 35:3,7	specific 51:5,22
scope 32:23	57:9	signature 15:24	specifically
screen 6:11	seller 51:24	64:24 65:22,24	40:21 41:19,21
scripts 52:22	sellers 51:17	65:24 66:9	49:23 58:11,21
scrolling 15:2	54:23	simplicity	specify 11:25
sealed 65:20	sense 9:15	49:13 55:25	speed 52:5 53:3
second 15:8	11:20	simplified	spend 14:14
33:16,22,25	sentence 34:25	31:11	spreadsheet
34:25 58:20	47:9	single 27:1,25	5:8
secondary	september	sit 12:18 21:14	springs 3:15
20:22 22:3	36:19	32:20 50:13	standing 27:23
24:9 25:7 26:6	series 8:5 43:23	52:13	29:14,16 36:21
36:12 42:16,22			36:25 37:1,4,5

37:7 start 42:14 58:9,10 started 41:7 starting 52:17 starts 16:9 23:21 state 3:14 7:2,3 17:1 46:4 47:10 48:12 55:23 63:11 64:4 65:9,12 stated 42:20 44:11 statement 21:11,12 statements 16:21 states 1:1 2:1 6:20 20:9 stipulation 65:21 stock 53:19 story 56:18 strike 24:7 struck 18:3 structure 26:25 27:6,14 46:5 46:18,21 47:3 subject 13:18 16:4 submitted 15:14,19,22 subscribed 64:21	substance 11:1 success 48:23 51:8 56:22 57:2,11 58:16 59:1 61:6 successful 48:24 51:10 57:8,24 58:1,3 58:13,24 59:2 succinctly 24:2 sue 17:10 19:6 suing 17:11 suit 20:5,7 21:9 21:13 suite 3:6,14 summary 23:25 support 4:14 sure 15:18 18:5 22:19 25:12 28:12,22 33:5 41:12 51:3 58:9 survived 36:18 survives 36:15 surviving 27:18 36:21	43:20,22,24 taken 2:19 6:17 44:4 64:5 talk 9:4 47:19 49:12 talked 18:19,20 25:13 33:10 47:25 talking 37:14 46:14 49:20 51:6 53:23 61:9 talks 33:14 52:18 technical 57:16 technology 6:8 27:11 28:13 46:6,9 47:4,13 47:22,24 48:5 48:18 49:4,13 53:6,14 54:2,6 54:19 55:17,24 56:21 57:3,10 57:14 58:2,12 58:18,23 60:7 61:18 telemetry 26:15 28:12 29:15 33:2 35:9 terminology 35:5 40:2 42:7 terms 18:8 25:17 50:3 54:22	testified 7:18 testify 8:21 testifying 8:2 11:4 64:8 testimony 11:2 14:18 15:6,9 25:20 54:23 55:7 58:15,15 62:7 63:5,7 64:12 thank 7:12 43:6 44:9 theoretically 60:6 thing 10:6 things 52:8 53:3,20 think 8:22 11:15 16:18 17:9,18 18:7,7 21:8 22:11 25:16,19 28:10 28:11 33:1,21 34:18,22 36:19 40:8 43:4 45:10 46:16,20 47:9 50:10,10 51:18,19,21 52:8 53:12 55:11 56:6,17 58:6,14,18,25 59:5,7 62:1 third 34:25 three 34:3
	t		
	t 3:11 67:3,3 table 21:25 40:20 tabulated 45:20 take 6:13 15:17 19:15 22:18 28:22 39:22		

[threshold - understood]

threshold 52:24 time 6:5 7:2 12:22 16:20 18:3,6,17 20:11 30:2,23 31:2,8 32:13 51:16,18,20,25 52:25 53:4 55:9,20 59:10 62:2,10 63:7 64:6 65:10,18 65:25 66:7 today 8:13,21 10:19 14:14,19 16:5 18:18 37:14 62:2 today's 62:6 together 57:19 told 43:8 44:11 took 12:14 top 50:6 topic 25:1 total 50:15 51:13 touched 47:10 touting 57:13 towards 42:1 tracker 24:21 25:4,14,17,24 26:1,4,5 31:12 31:13,24 54:5 55:20 56:11,20 57:18 60:1,2	trackers 53:24 tracking 30:12 30:14,21 31:4 31:6,17,25 32:6,15 33:1 33:15,19,24 34:8 35:1,9 36:17 37:8,18 38:2 46:8 49:5 49:6,15,17,20 49:20,22,24 50:2,4 51:13 51:17 52:2,3 53:11,13 54:13 54:25 55:3,14 56:8 59:22,24 60:11 61:17 trademark 1:1 2:1 6:20 transcribed 64:10 transcript 4:12 9:8 12:13 13:4 14:8,13,16,25 15:4 64:11,14 64:16 65:6,8 65:10,13,13,22 66:2,2 transcription 63:6 tregillis 1:14 2:18 4:4,9,11 4:13 5:2 6:16 7:16,22 62:7 63:3,17 65:5	67:2,24 trial 1:2 2:2 6:21 trials 16:17 tried 31:9 trigger 52:22 true 15:5 63:6 64:11 truthful 14:17 15:9 try 12:1 24:2 51:5 trying 33:8 turn 16:22 20:9 turning 21:15 46:1 48:8 two 18:18,24 19:24 24:17,20 25:17 30:10 34:4 40:22 42:20 46:22 55:8,8 58:6,7 62:7 types 24:18,20 52:19 typically 12:25 52:6	34:23 41:16 63:1,4 64:10 understand 8:1 8:10 9:5,7,10 9:12,17,25 10:18,22 11:7 11:10 13:6 17:12 23:17 26:10,12 27:7 29:14 33:3 36:16 42:6,18 48:12,21 51:23 53:15 54:1,6 55:18 56:11 57:15,17 60:12 60:14 61:15 understanding 11:8 13:21 14:3 19:22 20:8 21:5 23:20 24:3 26:2 28:4 30:19 32:12,16 32:19 33:6 34:1,12,20 35:6,22 37:9 37:12,17 40:10 40:14 41:25 42:24 43:1 49:2 51:15 55:4 56:20 59:23 60:19 61:20,23 understood 20:17 54:8
		u	
		u.s. 13:20 28:3 47:15 uh 28:5 ultimately 32:15 36:22 under 8:1 29:23 30:5	

[understood - yeah]

60:15 unit 25:4,5,11 26:6 27:5 30:12,14,21 31:18,24,25 33:1,15,19 34:8 35:9 46:6 46:7 47:3,5 50:22 59:22 united 1:1 2:1 6:20 units 27:10,10 30:24 31:3 36:18 37:8,18 38:2 43:4 50:12,18,24 51:1,11,12 53:19 55:4 60:11 unwilling 56:16 updated 16:15 49:17 upload 44:16 uploaded 28:17 usa 13:8 use 26:14 31:6 46:8 53:8 57:13 60:7 used 25:17 27:1 31:8 52:7 61:18 users 52:20 using 6:8 27:10 41:7 52:22 54:24 64:9	v v 1:5 2:5 53:17 65:4 67:1 vague 11:19 valuable 53:8 57:21 valuation 61:3 value 23:14 25:6 26:21 29:9 36:10 39:13 53:17 56:7 57:2 58:17 valued 57:10 vars 53:17 vehicle 40:23 41:21 42:1,8 42:12 43:2 49:5,15,15,17 49:20,22,24 50:1,4 51:13 51:17 52:2,4,4 53:7,10,11,13 53:13,18,21,24 53:25 54:4,13 54:16,21,24 55:5,14,15,17 55:22 60:2,9 60:10 vehicles 49:16 49:21 56:1 verbally 9:8 verify 14:13,16 40:1	veritext 6:25 62:8 65:7,9,11 65:20 verizon 1:4 2:4 3:3 6:18 7:7,24 15:15,22 51:20 51:21 65:4 67:1 verizon's 12:19 13:14,19 version 31:11 versus 6:18 video 6:12,16 videoconfere... 1:13 2:17 videographer 3:20 6:4,24 7:12 8:25 44:2 44:5 62:6 videotaped 1:13 2:17 virtual 6:8 virtue 22:9 24:4 27:22 56:21 volume 1:17 2:18 4:4	warren 3:20 6:23 way 30:1 31:4 36:20 ways 56:18 we've 16:12 week 11:15 weeks 12:20 18:18 whereof 64:20 willing 8:13 window 42:10 winter 3:15 wired 49:18 wirelessly 49:18 witness 4:3 24:12 43:19 44:1 63:3 64:20 65:13,16 66:2,5 witnesses 64:7 words 49:8 work 11:23 working 32:16 works 30:1 50:23 55:22 written 58:15
		w wait 9:1 waived 65:24 65:24 waiving 65:21 want 13:5 19:15 30:4 41:1 55:13	x x 4:1 66:1 y yeah 28:17 41:16

[year - zoom]

year	36:18,19
yesterday	12:15
z	
zones	53:4
zoom	12:11

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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