IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

GREENTHREAD, LLC **Plaintiff,** **vs.** **ON SEMICONDUCTOR CORPORATION; SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC D/B/A ON SEMICONDUCTOR LLC** **Defendants.**	**Civil Action No. 23-443-RGA**
GREENTHREAD, LLC, **Plaintiff,** **vs.** **MONOLITHIC POWER SYSTEMS, INC.,** **Defendant.**	**Civil Action No. 23-579-RGA**

PLAINTIFF'S FIRST SET OF COMMON INTERROGATORIES TO DEFENDANTS ON SEMICONDUCTOR CORPORATION AND MONOLITHIC POWER SERVICES, INC., ET AL.

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules of this Court, Plaintiff Greenthread, LLC ("Greenthread" or "Plaintiff") serves upon Defendants ON Semiconductor Corporation, Semiconductor Components Industries, LLC d/b/a ON Semiconductor LLC ("ON Semiconductor"), and Monolithic Power Systems, Inc. ("Monolithic") (collectively, "Defendants"), these First Set of Common Interrogatories. The Defendants are to respond within thirty (30) days of service and afterward supplement such responses as may become necessary and as required by the Federal Rules of Civil Procedure.

DEFINITIONS

1. "Accused Product Variant" means any subcategory of a product, including different models, generations, designs, or design versions of an Accused Product. Products manufactured according to different processes, Recipes, at different facilities, by different Third-Party Foundries, or using different equipment separate Product Variants. By way of non-limiting example, Design A and Design B are different Product Variants. Design A manufactured by Party 1 and Party 2 are two further Product Variants.

2. "Accused Products" means any and all products, activities, services, processes, systems, apparatuses, or things that You have sold within six years prior to the filing of this action that contain a transistor.

3. "Agreement" shall mean, without limitation, a contract, arrangement, or understanding, formal or informal, oral or written, between two or more Persons. This includes assignments, express licenses, alleged licenses, covenants not to sue or non-assertion agreements, standstill agreements, releases, security interests, and/or settlements.

4. "Asserted Claim" means any claim asserted in the Complaint, Infringement Contentions, or any updates thereto.

5. "Communication" or "Communicated" means, without limitation, any exchange of thoughts, messages, or information, as by speech, signals, writing, or behavior, including but not limited to, any advice, advisement, announcement, articulation, assertion, contact, conversation, written or electronic correspondence, declaration, discussion, dissemination, elucidation, expression, interchange, memoranda, notes, publication, reception, revelation, talk, transfer, transmission, or utterance. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

6. "Document" is defined broadly to be given the full scope of that term as contemplated in Rules 26 and 34 of the Federal Rules of Civil Procedure and includes any tangible thing or object, any written or graphic matter, and any medium of any type or description upon which intelligence or information is recorded or from which intelligence or information can be perceived, that is or has been in Your actual or constructive possession, custody, or control, or of which You have knowledge, regardless of the medium on which it is produced, reproduced, or stored (including without limitation computer programs and files containing any requested information), and any recording or writing, as these terms are defined in Rule 1001 of the Federal Rules of Evidence. This definition encompasses all tangible things including prototypes, models, and physical specimens, all originals (or, if originals are not available, identical copies thereof), all non-identical copies of a Document, all drafts of final Documents, all written, printed, or recorded matter of any kind, and all other data compilations from which information can be obtained and translated if necessary, that are or have been in Your actual or constructive possession or control, regardless of the medium on which they are produced, reproduced, or stored (including without limitation computer programs and files containing any requested information together with instructions or programs necessary to search such data and hard copies where available), any recording or writing, and/or any other documentary material of any nature.

7. "Greenthread" means Plaintiff Greenthread, LLC, an entity organized and exiting under the laws of Texas, and any persons operating under its control or on its behalf including officers, directors, employees, representatives, consultants, agents, servants, attorneys, accountants, or any Person who served in any such roles at any time, as well as corporate subsidiaries, affiliates, divisions, predecessor companies or proprietorships, or any joint venture

to which Greenthread, or one of its corporate parents, subsidiaries, affiliates, divisions, predecessor companies or proprietorships, is a party.

8. "Infringe" and "infringement" means direct infringement, contributory infringement, induced infringement, literal infringement, and/or infringement under the doctrine of equivalents, unless identified with further specificity.

9. "Intellectual Property" includes any patent, copyright, trademark, mask work, trade secret, design protection, or other proprietary rights in knowledge or information.

10. "Licensee" or "License" includes each and every sublicense or sublicensee to the Patents-in-Suit.

11. "Monolithic" means Monolithic Power Systems, Inc. and any persons operating under its control or on its behalf including officers, directors, employees, representatives, consultants, agents, servants, attorneys, accountants, or any Person who served in any such roles at any time, as well as corporate subsidiaries, affiliates, divisions, predecessor companies or proprietorships, or any joint venture to which Monolithic, or one of its corporate parents, subsidiaries, affiliates, divisions, predecessor companies or proprietorships, is a party.

12. "Non-Infringing Alternative" means any Technology which does not practice the Patents-in-Suit or any patent in the same family that You contend could or would be implemented instead of the allegedly infringing Technology.

13. "ON Semiconductor" means ON Semiconductor Corporation, Semiconductor Components Industries, LLC d/b/a ON Semiconductor LLC, and any persons operating under its control or on its behalf including officers, directors, employees, representatives, consultants, agents, servants, attorneys, accountants, or any Person who served in any such roles at any time, as well as corporate subsidiaries, affiliates, divisions, predecessor companies or proprietorships,

or any joint venture to which ON Semiconductor, or one of its corporate parents, subsidiaries, affiliates, divisions, predecessor companies or proprietorships, is a party.

14. "Patents-in-Suit" means, individually and collectively, U.S. Patent Nos. 8,421,195 ("the '195 Patent"), 9,190,502 ("the '502 Patent"), 10,510,842 ("the '842 Patent"), 10,734,481 ("the '481 Patent"), 11,121,222 ("the '222 Patent"), and 11,316,014 ("the '014 Patent"), along with any other patents asserted by Greenthread in the above-captioned case.

15. "Person" shall include, without limitation, natural persons, corporations, partnerships, business trusts, associates, and business or other entities, and any officer, director, employee, partner, corporate parent, subsidiary, affiliate, agent, representative, attorney, or principal thereof.

16. "Purported 102(a)/(g) Invention" means any invention, product, or discovery that you contend constitutes Prior Art under 35 U.S.C. § 102(a) or 35 U.S.C. § 102(g).

17. "Prior Art" includes, by way of example and without limitation, subject matter as described in 35 U.S.C. § 102 and/or 35 U.S.C. § 103 (both prior to and following amendment by the America Invents Act, P.L. 112-29) with respect to any claim of the Patents-in-Suit, including but not limited to patents, printed publications, prototypes, know-hows, uses, sales, and offers for sale; and information, knowledge, Documents, and things concerning the subject matter of the Patents-in-Suit that were made or existed in the United States or abroad before the filing date of each claim of the Patents-in-Suit or the priority date for the same. Until the applicable priority date for each Asserted Claim is determined, the relevant dates for Prior Art shall be before the earliest alleged "Priority Dates" for each Patent-in-Suit, as identified in Greenthread's Infringement Contentions.

18. "Recipe" means all equipment, processes, process steps, workflows, parameters,

settings, conditions, adjustments, or other circumstances controlled or adjusted in the manufacturing of a semiconductor product to achieve the desired outcome or that influence whether a desired outcome is achieved.

19. "Relate to," "Relating to," "Related to," and "Concerning," when referring to any given subject matter, means concerning, regarding, describing, comprising, referring to, related to, supporting, favoring, opposing, bolstering, detracting from, located in, considered in connection with, bearing on, evidencing, indicating, reporting on, recording, alluding to, responding to, connected with, commenting on, in respect of, about, in relation to, discussing, showing, describing, reflecting, analyzing, constituting, or being.

20. "Related Patents" means any foreign or domestic parent patent application or any direct or indirect continuation, continuation-in-part, divisional, reexamination, or reissue patent application of any Patent-in-Suit and/or any patent which issues or has issued on a patent application related to any Patent-in-Suit, including without limitation any patent or patent application individually or collectively that (i) claims any priority to any Patent-in-Suit, (ii) is identified as providing priority for any Patent-in-Suit, or (iii) claims any priority to any application to which any Patent-in-Suit claims priority.

21. "The '014 Patent" means U.S. Patent No. 11,316,014, issued on April 26, 2022, and entitled "Semiconductor Devices with Graded Dopant Regions."

22. "The '195 Patent" means U.S. Patent No. 8,421,195, issued on April 16, 2013, and entitled "Semiconductor Devices with Graded Dopant Regions."

23. "The '222 Patent" means U.S. Patent No. 11,121,222, issued on September 14, 2021, entitled "Semiconductor Devices with Graded Dopant Regions."

24. "The '481 Patent" means U.S. Patent No. 10,734,481, issued on August 4, 2020,

and entitled "Semiconductor Devices with Graded Dopant Regions."

25. "The '502 Patent" means U.S. Patent No. 9,190,502, issued on November 17, 2015, and entitled "Semiconductor Devices with Graded Dopant Regions."

26. "The '842 Patent" means U.S. Patent No. 10,510,842, issued on December 17, 2019, and entitled "Semiconductor Devices with Graded Dopant Regions."

27. "Third-Party Foundry" means any third-party organization responsible for any aspect of the design or manufacture of Accused Products.

28. "You," "Your," and "Yours" refers collectively to each Defendant.

INSTRUCTIONS

1. Answer each Interrogatory separately and fully. To the extent that any of Your responses to those Interrogatories are based on Documents, identify that Document.

2. There shall be a continuing duty for Defendants to supplement responses to these Interrogatories in accordance with Rule 26(e) of the Federal Rules of Civil Procedure. Any additional information relating in any way to these Interrogatories that You require, or that becomes known to You, up and including at the time of trial, shall be furnished to Defendants promptly after such information is acquired by You or becomes known to You.

3. If You object to an Interrogatory, in whole or in part, state the reasons for any such objection and answer that part of the Interrogatory to which an objection is not made. If any requested information is not provided on the grounds that the requested information is privileged or constitutes an attorney's work product, in lieu of each such response, please provide a written statement that describes the factual basis of the purported privilege or claim of work product in sufficient detail so as to permit the Court to adjudicate the validity of the claim.

4. If any privilege is claimed as a basis for not providing any information responsive

to these interrogatories, (i) state the specific grounds for the claim of privilege; (ii) identify the date of the privileged Communication or information and the parties participating in the privileged Communication or privy to the privileged information (denoting all attorneys with an asterisk "*"); and (iii) describe the nature of the Communication or information with sufficient detail to assess the claim of privilege. Additionally, for any information withheld under a claim of attorney work product protection, identify with particularity the specific litigation or regulatory proceeding that was anticipated or pending to which such information relates. For any document withheld on the basis of privilege, You shall comply with the privilege log requirement, as specified in Federal Rule of Civil Procedure 26(b)(5).

5. The singular form of each word shall be interpreted in the plural as well.

6. Any pronoun shall be construed to refer to the masculine, feminine, or neuter gender, as is most appropriate in each case.

7. The words "and," "or," and "and/or" shall be construed conjunctively or disjunctively, whichever maximizes the scope of each discovery request, definition, or in which they are used.

8. The words "any" and "all" shall be construed to mean "any and all." The words "each" and "every" shall be construed to mean "each and every."

9. The word including and every variant thereof shall be construed to mean "including without limitation."

10. Unless otherwise specified, each Interrogatory calls for information created during, in effect at any time during, or relating to the period January 1, 2013 to present.

11. You are to verify the answers to all Interrogatories under oath, and the objections, if any, are to be signed by the attorney making them.

INTERROGATORIES

COMMON INTERROGATORY NO. 1:

Identify each Non-Infringing Alternative, including the date when such Non-Infringing Alternative would have been available, how You would have known to implement the Non-Infringing Alternative, the cost of implementing the Non-Infringing Alternative, any licenses You would have to obtain to implement the Non-Infringing Alternative, and whether and how the Non-Infringing Alternative is superior to the technology claimed in any Patent in Suit or related patent.

COMMON INTERROGATORY NO. 2:

Identify and each sale of (or other revenue generating event related to) Accused Products anywhere in the world in the six years prior to the filing of this action, including the Accused Product Variant(s) sold, the number of each Accused Product Variant sold, the seller (e.g. your subsidiary), the purchaser, any intermediaries the agreements relating to the sale, other consideration exchanged in the transaction, the place where such agreements were entered into, the purchase price, any list price at the time of the sale, cost of goods sold, any discounts applied, the place of delivery, the finished products (and intermediate products) into which the Accused Products were to be incorporated, and the ultimate end user of such Accused Products, including the end user of products into which the Accused Product would be incorporated. To the extent that you generated revenue relating to Accused Products that you contend you did not "sell," (*e.g.*, you leased the products, provided them at no charge in conjunction with services or other goods for which you did charge, or licensed a third party to manufacture and sell them), you should provide equivalent information for the transactions that generated revenue relating to the Accused Product.

COMMON INTERROGATORY NO. 3:

Separately for each Accused Product Variant, describe with particularity how that Accused Product (whether as made by you or incorporated into a finished or intermediate product made by a third party) is sold, offered for sale, marketed, and distributed in the United States and imported into the United States (whether by you or your direct or indirect customers), including for each sale or importation of an Accused Product an identification of each third-party entity involved in any of the above activities; a detailed description of the specific activities that each such entity undertakes and the location where those activities occur (including how and where the Accused Product enter the United States); a description of the entity to which sales of that Accused Product in or to the United States is attributed, including how proceeds from sales of that Accused Product destined for the United States are processed and collected; a description of where contracts and other agreements are entered into concerning the sale of that Accused Product in and to the United States; an identification of three (3) persons most knowledgeable of the foregoing for that Accused Product, and the substance of such knowledge; and an identification of documents sufficient to reflect the foregoing.

COMMON INTERROGATORY NO. 4:

With respect to each Accused Product Variant, if You contend that making, using, offering to sell, selling and/or importing of that Accused Product does not infringe (directly and/or indirectly, literally and/or under the doctrine of equivalents) an Asserted Claim, identify and state in detail Your bases for any assertions that such Accused Product Variant does not infringe the Asserted Claim (on a claim-element-by-claim-element basis for each claim element you assert is not met) including identification of all documents or evidence, you rely on for your contention. For each claim element that You contend is not satisfied under the doctrine of equivalents a full explanation of why it is not in light of both the function/way/result test and the

insubstantial differences test. You should identify Your three (3) current or former employees most knowledgeable regarding the subject matter underlying Your response to this Interrogatory for each Accused Product Variant, and the substance of such knowledge.

COMMON INTERROGATORY NO. 5:

Separately for each Asserted Patent, identify the date or dates on which you contend a hypothetical negotiation for a reasonable royalty would have occurred, the parties to such hypothetical negotiation(s), and the product(s) and activity (e.g., making, using, selling, offering for sale, or importing into the United States) on which You base Your contention, and identify any document and all facts or other information that You believe supports Your contention, and identify each person with knowledge or information regarding the same, and the substance of such knowledge.

COMMON INTERROGATORY NO. 6:

Identify and describe the terms, content, and scope of each and every settlement, license, or technology agreement that You contend pertains to the same or similar technology (in part or in full) to the Asserted Patents and/or that You contend is comparable to a license that You would have agreed to in a hypothetical negotiation relevant to this case. Your response should include, separately for each such agreement or license, at least the following information: (i) the names of all parties to the agreement; (ii) the royalty rate; (iii) the royalty base; (iv) the term; (v) all license fees (e.g., technology access fees); (vi) the technology at issue; (vii) the patent numbers for each patent covered by the license; (viii) the total amount paid under the license; (ix) whether the license was paid as a lump-sum or as a running royalty; (x) whether it was assumed that the patents were infringed and valid; and (xi) whether there were cross-licenses for any patents and, if so, how each cross-license impacted items (ii), (iii), (v), and/or (viii).

COMMON INTERROGATORY NO. 7:

To the extent that you contend that any Purported 102(a)/(g) Invention constitutes Prior Art, identify every fact relevant to whether the Purported 102(a)/(g) Invention was publicly known or abandoned, suppressed, or concealed, including (a) any publications, presentations, patents applications, sales, or other disclosures which you contend provide public knowledge of the Purported 102(a)/(g) Invention, (b) the facts and circumstances of such disclosure (c) where and how in such disclosure the public gained knowledge of the invention claimed in the Patents-in-Suit, (d) any employment agreements or non-disclosure agreements with inventors, employees, contractors, customers, or other persons with knowledge of the Purported 102(a)/(g) Invention, (e) practices, policies, contracts, designs, or any other action you have taken after the alleged conception of the Purported 102(g) Invention to prevent or hinder reverse engineering of your products and/or the public disclosure of your designs.

COMMON INTERROGATORY NO. 8:

Identify each Accused Product Variant sold in the last six years, including all internal names, model numbers or other identifying information for each Product Variant and how each Product Variant differs from or is the same as other Product Variants in the same category or subcategory, the date on which each Accused Product Variant was first sold, and the Recipe for each Accused Product Variant.

COMMON INTERROGATORY NO. 9:

With respect to each Accused Product Variant, identify the three employees most knowledgeable regarding the transistor-level design, Recipe and dopant concentration in the Accused Product. To the extent a Third-Party possesses knowledge of the transistor-level design and dopant concentration in the Accused Product not in the possession of the three identified

employees, identify the three natural persons most knowledgeable, including their employer and contact information.

Dated: September 27, 2023

/s/ *Brian E. Farnan*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 27, 2023, a true and correct copy of the foregoing was served electronically via email to the following:

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