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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

PANTECH CORPORATION and PANTECH
WIRELESS, LLC,

Plaintiffs,

v.

LG ELECTRONICS INC. and LG
ELECTRONICS U.S.A., INC.,

Defendants.

Case No. 5:22-cv-00113-RWS

JURY TRIAL DEMANDED

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**DECLARATION OF JAMIE B. BEABER IN SUPPORT OF PLAINTIFF'S OPPOSITION
TO DEFENDANTS' MOTION TO DISQUALIFY MAYER BROWN**

I, Jamie B. Beaber, hereby declare and state as follows:

1. I am a Partner at Mayer Brown LLP ("Mayer Brown"), counsel for Plaintiffs Pantech Corporation and Pantech Wireless, LLC (collectively, "Pantech") in the above-captioned lawsuit. I submit this declaration in support of Pantech's Opposition to Defendants' Motion to Disqualify Mayer Brown LLP. I have personal knowledge of the statements herein, and, if called to do so, I could and would testify competently as to the same.

2. On October 1, 2015, [REDACTED] formally retained Mayer Brown to represent LGE in connection with [REDACTED]

3. [REDACTED] was not a typical patent infringement litigation. [REDACTED]

[REDACTED] LGE agreed to a smartphone patent licensing agreement. [REDACTED]

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The agreement [REDACTED] provided that the parties would utilize binding arbitration to determine [REDACTED]

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

4. Thus, infringement [REDACTED] by LGE products was not at issue [REDACTED]. It follows that how LGE's products are designed and/or operate was also not at issue. Rather, the strength of [REDACTED] [REDACTED], was the focus [REDACTED].

5. Mayer Brown completed its work on behalf of LGE [REDACTED] in June 2017. Following [REDACTED], LGE elected to end its relationship with Mayer Brown and transitioned all open patent matters being handled by Mayer Brown to other law firms.

6. In 2019, Mayer Brown was approached [REDACTED] to represent [REDACTED] LGE in connection with a lawsuit filed by Jenam Tech, LLC in the Eastern District of Texas asserting patent infringement based on the implementation of the [REDACTED] Chrome browser application on LGE's Android devices. *Jenam Tech, LLC v. LG Electronics Inc. et al.* (No. 4:19-cv-00249) (E.D. Tex.). *See* Mot. at Ex. 24, p. 1.

7. As noted, the *Jenam* matter was directed to infringement based on [REDACTED] functionality. Indeed, the Engagement Letter clarifies that "[REDACTED] [REDACTED]" *Id.*

8. On July 17, 2019, I provided a draft engagement letter to Chang Kim, LGE's IP General Counsel, for the *Jenam* matter. The draft contained the following provision:

[REDACTED]

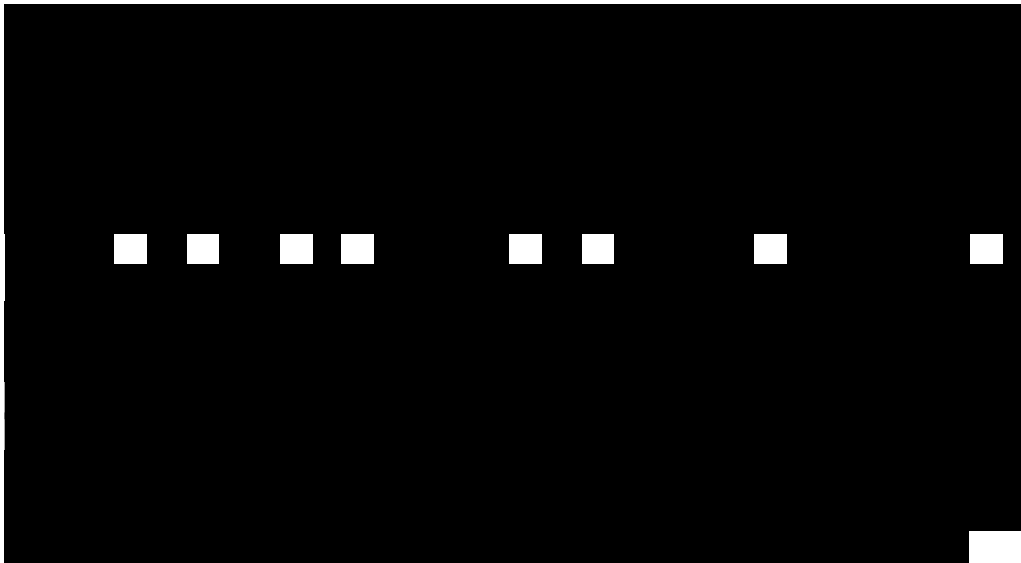
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Mot. at Ex. 22.

9. After receiving the draft engagement letter, Chang Kim responded that LGE would like to remove the foregoing excerpted paragraph. Mot. at Ex. 23. In response to LGE's request, I informed Chang Kim that Mayer Brown was representing Maxell Ltd. along with another Korean Company. I explained that neither of these representations presented a current conflict of interest, but that they could potentially, in the future, be adverse to LGE.

10. In further response to LGE's request, I provided alternative language for the waiver provision. LGE counter-proposed the following language, adding the bolded text:



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11. After an initial exchange and further discussions, Mayer Brown agreed with LGE's proposed language, with the exception that [REDACTED].

This agreement is reflected in the final version of the Engagement Letter executed by Chang Kim on behalf of LGE. Mot. at Ex. 24.

12. Pantech Corporation breached discussions with LG Electronics, Inc. ("LGE") regarding a license to Pantech's patent portfolios in or around September 2020.

13. In November 2020, Pantech Corporation added my colleague, James A. Fussell, III, another partner at Mayer Brown, into the discussions between Pantech Corporation and LGE.

14. On April 7, 2021, Mr. Sehyun Kim of LGE sent an email to Pantech Corporation, copying Mr. Fussell and myself, following up on an earlier call with Pantech Corporation, stating the following:

We (LGE) are concerned with Pantech's engagement of Mayer Brown, and Mayer Brown being adverse to LGE in this matter. Mayer Brown has represented LGE on numerous patent matters (litigation, arbitration, licensing, etc.) since 2014, including a matter last year. During such representations, Mayer Brown obtained very sensitive and confidential LGE information and gained extensive knowledge about LGE's patent, litigation, licensing, and negotiation strategies. In fact, Mayer Brown represented LGE on matters relating to cellular SEPs, which appears to be the same technology at issue here.

We believe this creates a clear legal conflict, and LGE has not waived such conflict. Accordingly, LGE cannot engage in negotiations with Pantech (sic) with knowledge that Mayer Brown is representing Pantech (sic) since this is a significant conflict. Please let us know how you'd like to proceed. LGE reserves all rights and remedies with respect to this matter.

Mot. at Ex. 26.

15. On April 20, 2021, I responded to Sehyun Kim's email as follows, in part:

As an initial matter, within the last five years we have not represented LGE in any matters substantially related to the Pantech portfolio and therefore LGE's waiver covers MB's ability to represent Pantech in this dispute. With respect to the Jenam matters last year (and as you and LGE are certainly aware), (1) the matters were not substantially related to the Pantech portfolio (as you know that matter dealt with web browser/internet protocols that are not at issue with respect to the

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Pantech portfolio); and (2) we only undertook the representation after a number of calls with Chang Kim concerning MB's state of conflicts with LGE and after which LGE agreed to our waiver. As such, the Jenam matters cannot give rise to the conflict that you claim in your message.

In light of the above, I would request that LGE provide the specifics under which it believes MB is conflicted from the Pantech representation and why LGE has not waived any perceived conflict based on the Jenam representation/waiver agreement?

Id.

16. On April 28, 2021, Sehyun Kim responded with an email stating that Mayer Brown's prior representation of LGE [REDACTED] is substantially related to the subject matter in the Pantech Matter and thus gives rise to the conflict.

Id.

17. On that same day, I again responded to Sehyun Kim noting our disagreement that [REDACTED] is substantially related to the Pantech Portfolio and again explaining why the waiver executed in connection with *Jenam* resolves any conflict. *Id.*

18. On April 30, 2022, Sehyun Kim responded that it appears the parties were at an impasse on the issue due to the substantial relatedness of [REDACTED] and Pantech matters. LGE further maintained that it did not waive this conflict. *Id.*

19. On that same day, I again responded to Sehyun Kim to provide further explanation of the facts underlying negotiation and execution of the *Jenam* waiver, including the facts set forth above confirming the waiving and its scope. *Id.* Mr. Kim did not respond to my email leading Mayer Brown to believe the issue was resolved.

20. Mayer Brown filed the instant litigation on behalf of Pantech Corporation and Pantech Wireless, LLC on September 2, 2022. D.I. 1.

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21. On or around September 27, 2022, following the filing of this case, Mr. Hongsun Yoon, who is Director and Senior IP Counsel at LG Electronics U.S.A., Inc., contacted me in regards to this case. Both Mayer Brown, and myself personally, worked with Mr. Yoon on several LGE matters prior to LGE's election to end its relationship with Mayer Brown in 2017.

22. During my initial call with Mr. Yoon, he indicated that he was calling on behalf of both LGE defendants regarding the Pantech litigation. He then requested a one hundred and twenty (120) day-extension of time to file responsive pleadings in exchange for waiving service as to LG Electronics, Inc. Mr. Yoon further indicated that he was aware that the parties had been in licensing discussions for some time and that LGE would be interested in using this time to see if the parties could reach a resolution.

23. I responded that the parties had been in negotiations for well over a year without an offer from LGE. I further explained that Pantech would not likely agree to extend the deadline by more than ninety (90) days as provided under Rule 4 of the Federal Rules of Civil Procedure.

24. Mr. Yoon did not raise the alleged conflict during this initial call or anytime thereafter.

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct and that this Declaration was executed on January 13, 2023 in Washington, D.C.

Dated: January 13, 2023

By:



Jamie B. Beaber