IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

GREENTHREAD, LLC v. OMNIVISION TECHNOLOGIES, INC.	2:23-cv-00212-JRG (Lead Case)
GREENTHREAD, LLC v. TEXAS INSTRUMENTS INCORPORATED	2:23-cv-00157-JRG (Member Case)
GREENTHREAD, LLC v. AMS-OSRAM AG et al	2:23-cv-00179-JRG (Member Case)

DEFENDANT OMNIVISION TECHNOLOGIES, INC.'S
RESPONSES AND OBJECTIONS TO
GREENTHREAD'S FOURTH SET OF COMMON INTERROGATORIES

Pursuant to Fed. R. Civ. P. 26(e) and 33, Defendant OmniVision Technologies, Inc. ("OmniVision"), by and through its attorneys, hereby provides supplemental responses and objections to Plaintiff Greenthread, LLC's ("Plaintiff" or "Greenthread") Fourth Set of Common Interrogatories (each an "Interrogatory" and collectively, "Interrogatories"). OmniVision reserves the right to further supplement its responses to these Interrogatories under Fed. R. Civ. P. 26(e) as necessary:

PRELIMINARY STATEMENT

1. The answers herein are made on the basis of information and documents presently available and known to OmniVision. Greenthread has not complied with its obligations to provide infringement contentions that identify how OmniVision purportedly infringes any of the Patents-in-Suit. Third-party discovery may also provide additional responsive information. OmniVision reserves the right to supplement its responses pursuant to Fed. R. Civ. P. 26(e).

2. OmniVision's responses to these Interrogatories are based upon information presently available to and located by OmniVision and its attorneys. In preparing to respond to Plaintiff's Interrogatories, OmniVision has made a reasonable inquiry into the information sought by Plaintiff. OmniVision specifically reserves the right to supplement discovery with subsequently discovered information, documents, or other information omitted from these responses.

3. OmniVision's responses are made solely for the purposes of case no. 2:23-cv-00212-JRG and does not provide responses on behalf of any other defendant.

4. Any response herein stating that OmniVision will produce responsive documents in its possession, custody, or control is not intended as an admission that OmniVision does in fact have documents in its possession, custody, or control that are responsive to an Interrogatory (or to the extent that documents previously produced in this action are responsive to an Interrogatory, that OmniVision has additional responsive documents in its possession, custody, or control). OmniVision will produce documents in its possession, custody, or control on a rolling basis following a reasonable search.

5. OmniVision's responses or objections to any Interrogatory, or part thereof, are not intended as an admission that OmniVision accepts or admits the existence of any facts set

forth or assumed by such Interrogatory or that such response or objection constitutes admissible evidence. The fact that OmniVision agrees to provide documents or information in response to part or all of any Interrogatory is not intended as a waiver by OmniVision of any other objection it may have to the Interrogatory or to the admissibility of the information or produced documents at trial. These responses and objections are made without in any way waiving or intending to waive, but on the contrary reserving and intending to reserve:

a. All questions as to competency, relevance, materiality, privilege, and admissibility as evidence for any purpose of any information or documents produced hereunder or the subject matter thereof;

b. The right to object on any ground to the use of the information or documents produced hereunder or the subject matter thereof at trial or hearing in this matter or in any related or subsequent action or proceeding;

c. The right to object on any ground at any time to a demand to further response these Interrogatories; and

d. The right at any time to revise, supplement, correct, or add to these responses and objections.

OBJECTIONS AND STATEMENTS

The following objections and statements are applicable to each of Plaintiff's Interrogatories, without needing to be reasserted in OmniVision's response to each specific Interrogatory.

1. OmniVision objects to Plaintiff's "Definitions" and "Instructions" to the extent they impose, attempt to impose, or could be constructed as imposing obligations or requirements that exceed those set out by the Federal Rules of Civil Procedure. OmniVision's

answers do not constitute tacit acceptance of any purported instructions, requirements, requests, or definitions that extend beyond OmniVision's duties as defined by the Federal Rules of Civil Procedure.

2. OmniVision objects to the extent that the Interrogatories seek information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the protections afforded for trial preparation materials by Fed. R. Civ. P. 26(b)(3), and other applicable statutory or common law privileges and protections.

3. OmniVision objects to Plaintiff's definition of "OmniVision" as overly broad and unduly burdensome. Plaintiff's definition encompasses entities that are not parties or relevant to this Action, such as OmniVision's "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 OmniVision, or one of its corporate parents, subsidiaries, affiliates, divisions, predecessor companies or proprietorships." OmniVision's responses are made solely on behalf of OmniVision Technologies, Inc.

4. OmniVision objects to the definition of "Accused Products" encompassing any products sold within six years prior to the filing of this action that contain a transistor as overbroad, unduly burdensome, vague, and not likely to lead to the discovery of admissible evidence. None of the Asserted Claims or the subject matter of the Patents-in-Suit are directed to merely the presence of a transistor. Moreover, Greenthread's infringement contentions have failed to provide any cognizable theory of infringement for the OV24A1Q product, let alone any other OmniVision products.

5. OmniVision further objects to the definition of "Accused Product Variant" as overbroad, unduly burdensome, vague, and not likely to lead to the discovery of admissible evidence. "Any subcategory of a product, including different models, generations, designs, or design versions of an Accused Product" is incomprehensible in scope due to the flaws in the definition of Accused Products and further expansion to encompass variations that have no connection to the purported inventions of the Patents-in-Suit.

6. OmniVision further objects to the definition of "Recipe" and "Process" as overbroad, unduly burdensome, vague, and not likely to lead to admissible evidence. "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" is incomprehensible to what tangible items are considered to be within the scope of "Recipe" or "Process" and what "desired outcome" constitutes.

7. OmniVision objects to producing any and all information that is confidential, sensitive, or proprietary or that constitutes trade secrets except subject to the Protective Order entered by the Court.

8. These General Objections and Statements apply to all of the following responses and are incorporated by reference herein.

9. OmniVision reserves the right to assert additional general and specific objections to Plaintiff's Interrogatories.

INTERROGATORY RESPONSES

Interrogatory No. 10. For each Asserted Claim or Asserted Patent that You contend is invalid (e.g., under 35 U.S.C. § 102, 103, 112, etc.), ineligible (e.g., under 35 U.S.C. § 101), or otherwise unenforceable, set forth in detail (on an element-by-element basis) the factual and legal contention of invalidity, ineligibility, or unenforceability. Your full description should include, for each Asserted Claim and each Asserted Patent You contend is invalid or ineligible, an explanation of why each element and limitation, and the combination elements and limitations, is invalid or ineligible. Your answer should also include an Identification of the Person(s) most knowledgeable about Your answer and an Identification of Documents that relate to, support, or refute Your answer.

RESPONSE: OmniVision objects to this interrogatory as unduly burdensome, inconsistent with the requirements of the local patent rules, constituting multiple interrogatories, and premature due to Greenthread's failure to comply with Local Patent Rule 3-1. Subject to and without waiving the foregoing objections and OmniVision's general objections, OmniVision incorporates by reference Defendants' October 16, 2023 Invalidity Contentions and reserves the right to supplement those contentions and its response to this interrogatory.

Interrogatory No. 11. Separately for each of Your Accused Products, to the extent You contend You are not liable for infringement under 35 U.S.C. § 271 for reasons other than specific claim elements not being met by an accused product/process (for example, because the accused product is not made, used, sold, imported, etc., by You in the United States, because you are licensed, etc.), identify and describe in detail all factual and legal bases for your contention, including, but not limited to, why you contend You do not perform infringing acts in the United States (including the location of relevant acts, parties, personnel, and offices), why you are licensed, and an identification, or any other information You may rely upon to negate any finding of infringement and an explanation thereof. Your answer should include an identification of the three (3) person(s) most knowledgeable about the bases for Your answer and an identification of any documents that relate to, support or refute Your answer.

RESPONSE: OmniVision objects to the definition of "Accused Products" encompassing any products sold within six years prior to the filing of this action that contain a transistor as overbroad, unduly burdensome, vague, and not likely to lead to the discovery of admissible

evidence. None of the Asserted Claims or the subject matter of the Patents-in-Suit are directed to merely the presence of a transistor. Moreover, Greenthread's infringement contentions have failed to provide any cognizable theory of infringement for the OV24A1Q product, let alone any other OmniVision products. OmniVision further objects to seeking information concerning accused processes. There are no accused processes named by Greenthread and the asserted claims are apparatus claims. OmniVision further objects to this interrogatory as premature, constituting multiple interrogatories, seeking information outside of the possession, custody, or control of OmniVision.

Subject to and without waiving the foregoing objections and OmniVision's general objections, OmniVision responds that Greenthread lacks standing to bring the present action and to the extent that Greenthread has licensed parties that incorporate OmniVision products, Greenthread's patent rights are exhausted as to those products. OmniVision reserves the right to supplement its response to this interrogatory.

Interrogatory No. 12. Identify and describe the benefits, characteristics, aspects, and features of each Accused Product and the Process by which it is made relevant to demand for the Accused Products and your profits from the sale of Accused Products (e.g. speed, reliability, cost, size, weight, power consumption). Your answer should include (i) benefits, characteristics, aspects, and features you sought to optimize in designing the Accused Product and/or Process, (ii) how you optimized those benefits, characteristics, aspects, and features, (iii) features, benefits, characteristics, or aspects of the Accused Product and/or Process customers and end users find desirable, (iv) how and to what extent the Accused Products and/or Processes have the identified features, benefits, characteristics, or aspects, (v) the extent to which having, not having, (or having to a greater or lesser degree) a feature, benefit, aspect, or characteristic affects market demand for Accused Products, costs of Accused Products, Your market share for Accused Products versus competitor products (including design wins for significant customers), or price

the Accused Products can command, (vi) a description of your marketing relating to the benefits, characteristics, aspects, and features of each Accused Product.

RESPONSE: OmniVision objects to the definition of "Accused Products" encompassing any products sold within six years prior to the filing of this action that contain a transistor as overbroad, unduly burdensome, vague, and not likely to lead to the discovery of admissible evidence. None of the Asserted Claims or the subject matter of the Patents-in-Suit are directed to merely the presence of a transistor. Moreover, Greenthread's infringement contentions have failed to provide any cognizable theory of infringement for the OV24A1Q product, let alone any other OmniVision products. OmniVision further objects to the definition of "Process" as overbroad, unduly burdensome, vague, and not likely to lead to admissible evidence. "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" is incomprehensible to what tangible items are considered to be within the scope of "Process" and what "desired outcome" constitutes. OmniVision further objects to this interrogatory as constituting multiple interrogatories, premature, and calling for expert testimony.

Subject to and without waiving the foregoing objections and OmniVision's general objections, OmniVision responds that burden of deriving or ascertaining the answer to this interrogatory will be substantially the same for Greenthread and OmniVision and pursuant to Fed. R. Civ. P. 33(d) refers to documents bearing control numbers OVTI0000001 through OVTI0043327.

Dated: November 27, 2023

/s/ David H. Bluestone
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Attorneys for Defendant OmniVision Technologies, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2023, the foregoing was served on counsel for Plaintiff via email.

/s/ David H. Bluestone
David H. Bluestone