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

EMERGING AUTOMOTIVE LLC, *Plaintiff*, v. KIA CORPORATION, KIA AMERICA, INC., *Defendants*.	§ § § § § § § § § § §	CIVIL ACTION NO. 2:23-CV-00437-JRG (LEAD CASE)

EMERGING AUTOMOTIVE LLC, *Plaintiff*, v. TOYOTA MOTOR CORP., ET. AL., *Defendants*.	§ § § § § § § § § § §	CIVIL ACTION NO. 2:23-CV-00434-JRG (MEMBER CASE)

ORDER

The Court held a hearing (the "Hearing") in the above-captioned case on Wednesday, September 4, 2024, regarding (1) Plaintiff's Motion to Compel the Toyota Defendants to Produce Documents and Provide Compliant Interrogatory Responses Regarding Remote Connect Accused Functionality (Dkt. No. 54); (2) Toyota Defendants' Opposed Motion for Leave to Exceed Page Limit Regarding Attachments to Defendants' Response to Plaintiff's Motion to Compel Discovery (Dkt. No. 58); (3) Toyota Defendants' Motion to Strike Plaintiff's Infringement Contentions Not Conforming with P.R. 3-1 (Dkt. No. 61); (4) Toyota Defendants' Motion to Compel Plaintiff Emerging Automotive LLC to Respond to Discovery (Dkt. No. 63); (5) Toyota Defendants'

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Motion for Leave to Amend Invalidity Contentions (Dkt. No. 65); and (6) Plaintiff's Motion to Compel the Toyota Defendants to Respond Completely to Interrogatory No. 5 Regarding the Identification and Roles of Entities Involved in the Design, Implementation, Support, and Maintenance of the Accused Functionalities and to Produce Agreements Relating to the Accused Instrumentalities in Response to Request Nos. 13, 17, 20 and 21 (Dkt. No. 71).

Before the Hearing, Plaintiff Emerging Automotive LLC ("Plaintiff") and Defendants Toyota Motor Corp, Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and Toyota Motor Sales, U.S.A., Inc. (collectively, "Defendants") represented to the Court that they had resolved all disputes raised in the motions filed at Dkt. Nos. 54, 58, 61, 65, and 71. The parties also represented to the Court that they had resolved all disputes raised in Dkt. No. 63 except for the first issue. The parties read and confirmed their agreement into the record. Accordingly, given the parties' agreement announced in open court, the Court **DENIES-AS-MOOT** Dkt. Nos. 54, 58, 61, 65, and 71.

The only live dispute that remained before the Court at the Hearing was the first issue raised in Dkt. No. 63. The first issue raised in Defendants' Motion to Compel (Dkt. No. 63) sought to compel Plaintiff's negotiations for unconsummated licenses. (Dkt. No. 63 at 3-5.) Notwithstanding Defendant's arguments, the Court found that *Mondis Tech., Ltd. v. LG Elecs., Inc.*, 2011 WL 1714304 (E.D. Tex. May 4, 2011) and *Sol IP, LLC v. AT&T Mobility LLC*, 2020 WL 60140 (E.D. Tex. Jan. 6, 2020) remain controlling authority in this District. "[O]ngoing or unconsummated settlement and licensing negotiations with the patents-in-suit are not discoverable." *Mondis Tech.*, 2011 WL 1714304, at *5. Accordingly, as reflected in the record, Defendants' Motion to Compel (Dkt. No. 63) was **DENIED** concerning this identified first issue. The Court **DENIES-AS-MOOT** the remaining issues in Dkt. No. 63 given the parties' agreement

announced in open court.

So ORDERED and SIGNED this 5th day of September, 2024.

RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE