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**Not admitted in Virginia*

October 28, 2024

VIA ECF

Honorable Rukhsanah L. Singh, U.S.M.J.
United States District Court for the District of New Jersey
Clarkson S. Fisher Building & U.S. Courthouse
402 East State Street
Trenton, NJ 08608

Re: *Cambridge Mobile Telematics, Inc. v. Sfara, Inc.*, Case No. 3:23-cv-01368-RK-RLS

Dear Judge Singh,

My firm represents Defendant and Counterclaim-Plaintiff Sfara, Inc. ("Sfara") in the above-captioned patent infringement matter. Pursuant to the Court's Letter Order dated October 11, 2024 (D.I. 156), we write jointly with Goodwin Procter, counsel for Plaintiff, Cambridge Mobile Telematics, Inc. ("CMT"), to provide the Court with the status of the parties' discussions regarding the production of CMT's global financial information, customer sales agreements, and an additional Rule 30(b)(6) witness regarding the same.

The parties conducted meet and confer teleconferences on Tuesday, October 22, 2024 and Thursday, October 24, 2024, and have reached the following agreements.

Global Financial Information. CMT agrees to update its financial production to include all customers of the accused products since June 2017, including those with a principal place of business outside the U.S. CMT agrees to produce revenue, costs, and profits for the Accused Products, including Crash & Claims, UBI, DriveWell Tag, and professional services, and any CMT-B and CMT-C customers, for the Non-U.S. Customers as kept in the ordinary course of business and in the same format as previously produced for U.S. customers.¹ To the extent CMT has not already produced

¹ "Non-U.S. Customer" means all customers for the Accused Products not included in CMT's U.S. Financial Information. "CMT's U.S. Financial Information" means the

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this information, CMT will produce all monthly data revenue associated with its customers' use of the DriveWell Tag since June 2017.

CMT agrees to produce this information by November 7, 2024.

Customer Sales Agreements. The parties agree there is no dispute that the revenues for customers identified in CMT's U.S. Financial Information are "sales" in the United States.² Accordingly, Sfara does not seek production of the customer sales agreements for the customers identified in CMT's U.S. Financial Information. In lieu of production of customer sales agreements for Non-U.S. Customers, the parties agree that CMT will answer the following special interrogatory:

SPECIAL INTERROGATORY:

For each Non-U.S. Customer, provide the following information from each customer sales agreement since June 2017, including any amendments: (a) parties to the agreement; (b) Effective Date; (c) location of the customer (country); (d) billing address of the customer (country); (e) geographical scope of the agreement; (f) duration of the agreement; (g) accused products sold or licensed; (h) fees, including, but not limited to, Tag monthly data, SaaS, SDK Platform, Telematics Service Usage, DriveWell Platform, DriveWell Crash Minimum Usage, and/or professional services fees; (i) signatories to the agreement, including name, company, address and title; (j) whether the fees include software updates, managed hosting, standard technical support, and/or customer success provided by CMT and/or any party on behalf of CMT; (k) detailed description of any services, implementation, testing or deployment provided by CMT and/or any party on behalf of CMT, including services, implementation, testing or deployment described in a Statement of Work or professional services terms.

CMT agrees to respond to this Special Interrogatory by November 21, 2024. CMT further agrees to produce two sample Telematics Subscription/Service Agreements.

financial information produced at CMT-SFARA-0135064, CMT-SFARA-0135065, CMT-SFARA-0135066, CMT-SFARA-0139334, CMT-SFARA-0141744, and CMT-SFARA-0141745 that CMT states reflects the financial information for customers with a principal place of business in the U.S. For the sake of clarity, CMT's production of global financial information will consist of financial spreadsheets including the same information as previously produced but for additional Non-U.S. Customers and in the same format.

² CMT disputes that these sales infringe any valid patent pursuant to Section 271(a) or any other provision of the U.S. Patent Act.

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Sfara's Reservation of Rights: Sfara reserves all rights to seek the Court's assistance should CMT fail to fully respond to the Special Interrogatory. And because CMT has not produced a Telematics Subscription/Service Agreement, Sfara drafted the Special Interrogatory based solely on a draft amendment and a draft order to a Telematics Subscription Agreement. Sfara reserves the right to seek additional discovery should the representative agreements raise further questions regarding CMT's U.S. activities in connection with the foreign sales that Sfara could not have determined from the two drafts produced in the case to-date.

CMT's Reservation of Rights: CMT reserves all rights to seek the Court's assistance should Sfara seek to impose further discovery that is unduly burdensome and not proportional to the needs of the case and / or outside the scope of the Court's Order. CMT has met and conferred with Sfara in good faith and in an effort to provide discovery that is proportional to Sfara's stated reasons for the discovery sought. CMT's position is that the offered discovery fully complies with the Court's Order and that further discovery will not be necessary.

Additional Rule 30(b)(6) Deponents: CMT will provide two Rule 30(b)(6) deponents.

First, CMT will provide a witness to testify regarding the later-produced U.S. DriveWell Tag and professional services financial information (CMT-SFARA-0139334, CMT-SFARA-0141744, and CMT-SFARA-0141745) and the newly produced financial information for Non-U.S. Customers. CMT agrees to offer dates for the deposition by November 7, 2024 and will provide Sfara with a minimum of one week to review the newly produced financial information to prepare for the deposition. The parties currently dispute the length of the deposition. However, the parties will continue to meet and confer in good faith on a reasonable length for the deposition after the production of CMT's additional documents.

Second, CMT will provide a witness to testify regarding the Non-U.S. Customer sales agreements and its response to the Special Interrogatory. Sfara seeks a witness to testify regarding the negotiation of the agreements, the involvement of CMT, and the services that CMT provides in connection with each sale. CMT agrees to offer dates for the deposition by November 21, 2024 and will provide Sfara with a minimum of one week to review the response to the Special Interrogatory and the representative agreements to prepare for the deposition. The parties currently dispute the length of the deposition. However, the parties will continue to meet and confer in good faith on a reasonable length for the deposition after the production of CMT's additional documents.

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The parties will keep the Court apprised of any issues that arise going forward and will continue to meet and confer in good faith to timely complete the discovery.

Thank you for Your Honor's attention to this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tedd W. Van Buskirk".

Tedd W. Van Buskirk
Daignault Iyer LLP

cc: All counsel of record via ECF