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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RAZDOG HOLDINGS LLC,

Plaintiff,

vs.

TWITCH INTERACTIVE, INC.

Defendant.

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Case No. 3:24-cv-3638-JSC

**THE PARTIES' JOINT CASE
MANAGEMENT STATEMENT**

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 26(f), Civil Local Rule 16-9, Patent Local Rule 2-1(b), and the Standing Order for All Judges of the Northern District of California, Plaintiff RazDog Holdings LLC (“RazDog”) and Defendant Twitch Interactive, Inc. (“Twitch”) jointly submit this Joint Case Management Statement pertaining to RazDog’s infringement allegations of U.S. Patent Nos. 8, 9,729,658 (the “’658 Patent”) and 10,334,068 (the “’068 Patent”) (collectively, the “Patents-in-Suit”).

I. Jurisdiction and Service

This action arises under the patent laws of the United States, Title 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a). The parties do not dispute personal jurisdiction and venue in this district. No parties identified in the Complaint remain to be served.

II. Facts

A. Brief Description of the Facts

Plaintiff RazDog filed its Complaint against Defendant Twitch on June 17, 2024, alleging infringement of the Patents-in-Suit. Specifically, RazDog alleges that Twitch infringes the Patents-in-Suit through its provision of rotating carousels for live video content on its webpage. Dkt. No. 1 (“Compl.”) at ¶¶ 29-40. On July 1, 2024, the Court issued a Clerk’s Notice Rescheduling Initial Case Management Conference (“CMC”), reassigning this matter to the Honorable Jacqueline Scott Corley, and rescheduling the CMC to September 26, 2024. Dkt. No. 24. Twitch filed its answer to the Complaint on August 26, 2024. Dkt. No. 33. No motions have been filed at this time.

B. Principal Factual Issues Which the Parties Dispute

The principal disputed factual issues are:

1. Whether Twitch infringed any asserted claim of the Patents-in-Suit under 35 U.S.C. § 271;
2. Whether any asserted claim of the Patents-in-Suit is invalid, including under 35 U.S.C. §§ 101, 102, 103, and/or 112; and
3. If Twitch is found to be liable in this action, the amount of damages owed to RazDog.

1 **III. Legal Issues**

2 The principal disputed legal issues are:

- 3 1. The proper construction of the asserted claims of the Patents-in-Suit;
- 4 2. Whether any asserted claim of the Patents-in-Suit is invalid, including
5 under 35 U.S.C. §§ 101, 102, 103, and/or 112;
- 6 3. If liability is established, whether RazDog is entitled to any damages
7 under 35 U.S.C. § 284;
- 8 4. If liability and damages are established, whether such damages are
9 limited by 35 U.S.C. §§ 286-288, and/or 28 U.S.C. § 1498, and if so, to what
10 extent;
- 11 5. Whether this case is exceptional under 35 U.S.C. § 285, entitling the
12 prevailing party to attorneys' fees; and
- 13 6. The parties reasonably anticipate other legal issues will be disputed as
14 the litigation progresses.

15 **IV. Motions**

16 There presently are no pending motions. The parties anticipate moving for summary
17 judgment and may file other dispositive and non-dispositive motions as the case progresses.

18 **V. Amendment of Pleadings**

19 The parties agree that motions to amend the pleadings shall be due simultaneously with
20 the deadline for the Exchange of Preliminary Claim Constructions and Extrinsic Evidence.

21 **VI. Evidence Preservation**

22 The parties have conferred pursuant to Federal Rule of Civil Procedure 26(f) regarding
23 reasonable and proportionate steps taken to preserve evidence relevant to the issues reasonably
24 evident in this action. The parties confirm that each has taken appropriate steps to preserve
25 documents, records, electronic data, and materials relevant to this lawsuit from modification or
26 loss.

27 The parties have reviewed the Guidelines Relating to the Discovery of Electronically
28 Stored Information ("ESI Guidelines"). The parties agree that a reasonable e-discovery order

1 is necessary and shall submit to the Court a procedure for producing the parties' electronically
2 stored information ("ESI") by October 1, 2024.

3 **VII. Disclosures**

4 The parties will exchange initial disclosures on or before September 24, 2024.

5 **VIII. Discovery**

6 A. Both parties served discovery on September 10, 2024. No discovery disputes are ripe
7 for the Court's review at this time.

8 B. The scope of anticipated discovery by each party is as follows:

9 RazDog anticipates needing discovery on the following issues: Twitch's infringement
10 of the Patents-in-Suit, including technical materials (*e.g.*, Twitch's streaming architecture,
11 carousel functionalities, and content management systems pertaining to live streaming); the
12 factual bases for Twitch's claims and defenses; Twitch's knowledge of the asserted patents;
13 Twitch's agreements with affiliates (*e.g.*, Amazon Web Services, Inc.) and third parties to
14 provide live content on carousels; Twitch's marketing materials concerning live content on its
15 carousels; the proper constructions for the asserted claims of the Patents-in-Suit; Twitch's
16 licenses, litigation settlements, and agreements with third parties concerning analogous
17 technologies; Twitch's participation in standards organizations pertaining to the technology in
18 this litigation; Twitch's corporate history and status; the business case for Twitch's carousels;
19 the business case for, and acquisition of, analogous technologies; and Twitch's actual and
20 projected revenues, profits, cost savings, and other financial information pertaining to
21 RazDog's damages case and rebuttal to Twitch's damages allegations. RazDog may also pursue
22 non-party discovery, including but not limited to, discovery directed to non-party broadcasters.

23 RazDog does not know, at this early stage in litigation, whether source code review will
24 be necessary to support its claims against Twitch.

25 Twitch anticipates seeking discovery on the following issues: the factual bases for
26 RazDog's claims and defenses; the proper constructions for the asserted claims of the Patents-
27 in-Suit; the Patents-in-Suit, including, but not limited to prior art, invalidity analyses,
28 unenforceability, conception, reduction to practice, practice, prosecution history, assignment

1 history, financial or ownership interests, and any prior infringement, validity, and/or damages
2 analysis; any actual or potential licenses or assignment of ownership interests of the Patents-
3 in-Suit, and the practices of the licensees that allegedly embody the Patents-in-Suit; parties with
4 a financial interest in the litigation; RazDog's communications with third parties related to the
5 Patents-in-Suit; RazDog's prior allegations regarding the scope of the Patents-in-Suit; RazDog
6 and its corporate history and status and the history and status of its ownership of the Patents-
7 in-Suit; and RazDog's allegations of damages.

8 C. Limitations or Modifications of the Discovery Rules

9 To the extent not limited below, and unless otherwise agreed to by the parties, the parties
10 agree that discovery is subject to the limitations set forth in the Federal Rules of Civil
11 Procedure, Local Rules of this Court, the ESI Order and Protective Order to be entered in this
12 action. If a party requests discovery that exceeds any of the limitations set forth below, the
13 parties agree to meet and confer in good faith to attempt to resolve the issue without intervention
14 of the Court. If the parties are unable to reach agreement, a party may seek leave from the Court
15 for the additional discovery.

16 1. Requests for Admission.

17 The parties agree to limit the number of requests for admissions to 50 per side, not
18 including requests for admission for the sole purpose of document authentication.

19 2. Fact Witness Depositions.

20 RazDog's Proposal: The Twitch video system at issue is likely comprised of multiple
21 and disparate sub-systems associated with at least streaming, advertising/analytics, and content
22 management. Presently, with only limited publicly available information, RazDog believes that
23 flexibility is warranted in this case and proposes that fact witness depositions shall initially be
24 limited to seventy (70) total hours per side.

25 Twitch's Proposal: Twitch proposes ten seven (7) hour depositions per side,
26 consistent with Fed. R. Civ. P 30(a)(2)(A). RazDog is asserting two patents that share a
27 common specification, and the only claim of the '068 Patent is nearly identical to claim 1 of
28

the '658 Patent. At this time, there is no reason to deviate from the standard limits on deposition testimony permitted under the Federal Rules of Civil Procedure.

3. Expert Witness Depositions.

Expert depositions will not count against each side's deposition limit. Each side is limited to seven (7) total hours of deposition time for each expert report. For example, if an expert offers an opinion on both noninfringement/infringement and invalidity/validity, such expert would be subject to a 7-hour deposition on noninfringement/infringement and a separate 7-hour deposition on invalidity/validity.

D. The parties anticipate presenting a stipulated protective order to the Court governing the disclosure of confidential information in this action, in accordance with this Court's standing order.

E. The parties anticipate presenting an ESI order to the Court to govern the discovery of electronically stored information.

F. The parties agree to the following procedure regarding claims of privilege or protection as trial-preparation materials:

1. The parties will exchange logs of information that is privileged or protected as trial-preparation material as set forth in Fed. R. Civ. P. 26(b)(5) on a date agreed upon by the parties, prior to the taking of testimony (at a deposition or trial). The parties agree that information created on or after June 11, 2024 need not be identified in their logs.

2. In accordance with Fed. R. Evid. 502 and Fed. R. Civ. P. 26(b)(5)(B), the production of information that is privileged or protected as trial-preparation material will not be deemed a waiver of any privilege or other basis to withhold the information.

G. No conversations or communications between counsel or any party or parties and any testifying or consulting expert will be subject to discovery unless the conversations or communications are relied upon by such experts in formulating opinions that are presented in reports or trial or deposition testimony in this case. Absent good cause, drafts of reports of testifying experts, and reports and other written materials, including drafts, of consulting experts, shall not be discoverable. Discovery of materials provided to testifying experts shall be limited to those materials, facts, consulting expert opinions, and other matters actually relied upon by the

1 testifying expert in forming his or her final report, trial, or deposition testimony or any opinion in
2 this case. No discovery can be taken from any non-testifying expert except to the extent that such
3 non-testifying expert has provided information, opinions, or other materials to a testifying expert
4 relied upon by that testifying expert in forming his or her final report(s), trial, and/or deposition
5 testimony or any opinion in this case. Reports and materials exempt from discovery under this
6 paragraph shall be treated as attorney work product for the purposes of this case.

7 **IX. Class Actions**

8 This case is not a class action.

9 **X. Related Cases**

10 There are no related cases.

11 **XI. Relief**

12 RazDog requests that the Court grant relief as follows: (1) judgment that Twitch has
13 infringed one or more claims of the Patents-in-Suit; (2) an award of damages pursuant to 35 U.S.C.
14 § 284 in an amount sufficient to compensate RazDog for the harm caused by Twitch's
15 infringement, not less than a reasonable royalty for the use made of the invention, along with pre-
16 and post-judgment interest; (3) an order for an accounting of damages from Twitch's infringement;
17 (4) an order declaring this case is exceptional and awarding RazDog its costs, expenses, and
18 attorneys' fees pursuant to 35 U.S.C. § 285; and (5) and an order awarding to RazDog such other
19 and further relief, whether at law or in equity, that this Court seems just, equitable, and proper.

20 Twitch requests that the Court find that: (1) the asserted claims of the Patents-in-Suit are
21 invalid and/or unenforceable; (2) Twitch has not infringed, willfully or otherwise, any asserted
22 claim of the Patents-in-Suit; (3) RazDog cannot recover any damages from Twitch for any
23 infringement of the Patents-in-Suit; (4) this case is exceptional, and Twitch should be awarded
24 costs and attorneys' fees under 35 U.S.C. § 285; and (5) Twitch is entitled to such other relief as
25 the Court may deem just and proper. Pursuant to Section 21, below, Twitch expects that it will be
26 able to address damages issues when the parties' respective Damages Contentions under Patent
27 L.R. 3-8 and 3-9 are due.

28 **XII. Settlement and ADR**

1 The parties have met and conferred to select an ADR process pursuant to ADR Local Rule
2 3-5 and have agreed to a settlement conference with a magistrate judge within 30 days after a claim
3 construction order. The parties filed ADR Certifications on August 28, 2024. Dkt. Nos. 34-35.

4 **XIII. Other References**

5 The parties do not believe that this case is suitable for reference to binding arbitration, a
6 special master, or the Judicial Panel on Multidistrict Litigation.

7 **XIV. Narrowing of Issues**

8 The parties do not anticipate any requests to bifurcate issues, claims, or defenses. The
9 parties are currently unaware of any issues that can be narrowed by agreement. The parties agree
10 to confer in good faith after the discovery period as to ways to expedite the presentation of evidence
11 at trial.

12 **XV. Expedited Trial Procedure**

13 This case is not suitable for handling on an expedited basis with streamlined procedures.

14 **XVI. Scheduling**

15 The parties jointly propose the case schedule attached as Exhibit 1.

16 **XVII. Trial**

17 The parties have requested a jury trial. The parties anticipate that the trial will last 5-7 court
18 days.

19 **XVIII. Disclosure of Non-party Interested Entities or Persons**

20 Each party has filed the Certification of Interested Entities or Persons required by Civil
21 Local Rule 3-15.

22 RazDog restates its previous disclosures. Pursuant to Civil L.R. 3-15, RazDog states that
23 the following listed persons, associations of persons, firms, partnerships, corporations (including,
24 but not limited to, parent corporations), or other entities (i) have a financial interest in the subject
25 matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that
26 subject matter or in a party that could be substantially affected by the outcome of this proceeding:
27 RazDog LLC, corporate owner of plaintiff RazDog Holdings, LLC, with an interest in the subject
28 matter in controversy.

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, Twitch states that it is a wholly-owned subsidiary of Amazon.com, Inc. (“Amazon”). Amazon has no parent corporation and no publicly held corporation is known to own 10% or more of its stock. Pursuant to Civil Local Rule 3-15, Twitch certifies that, as of this date, there is no conflict or interest (other than the named parties) to report.

XIX. Professional Conduct

All attorneys of record for the parties have reviewed the Guidelines for Professional Conduct for the Northern District of California.

XX. Other

The parties consent to service by email pursuant to Fed. R. Civ. P. 5(b)(2)(e).

XXI. Patent Local Rule 2-1(b)

The parties met and conferred regarding the following topics listed in Patent L.R. 2-1(b):

Proposed Modification of Obligations or Deadlines Set Forth in the Patent Local Rules:

The parties’ proposed schedule is set forth in attached Exhibit 1. The deadlines generally follow those set forth in the Patent Local Rules, with minor modifications.

Scope and Timing of Claim Construction Discovery: The parties agree that, with respect to the disclosures required by Patent L.R. 4-2(b) and 4-3, it is sufficient for a party to state that it will rely on expert testimony to support a particular proposed construction. Any party that expects to present expert testimony in support of its claim construction position will make its expert witness available for deposition at a mutually agreeable time after service of such disclosure. The parties agree that they will provide any such expert testimony in the form of a declaration that will be submitted with their claim construction briefs.

Format of Claim Construction Hearing: The parties anticipate the claim construction hearing will take no more than 2-3 hours. The parties propose that the claim construction hearing proceed claim term by claim term, with RazDog presenting its construction of each term first, except that, should Twitch contend that a term is indefinite, Twitch shall proceed first. The parties will meet and confer regarding any of the logistics associated with the claim construction hearing as the case progresses.

1 Technology Tutorial: The parties believe the Court will benefit from a tutorial on the
2 technology at issue in this case. Each side requests no more than 30 minutes to educate the Court
3 on the technology at issue.

4 Damages Estimate:

5 RazDog seeks damages in an amount commensurate with Twitch's infringement of the
6 Patents-in-Suit, no less than a reasonable royalty. Several factors, including but not limited to
7 comparable graphical user interface, content management system, and video streaming royalties,
8 the importance of the infringing products and services to Twitch's business, internal business
9 metrics and projections, and the availability of non-infringing alternatives, can all to different
10 degrees, contribute to patent infringement damages. A non-binding estimate of damages attributed
11 to Twitch is not possible without discovery pertaining to, for example, video streaming metrics
12 and projections, agreements with Amazon affiliates and third parties, and other financial and
13 technical data. RazDog anticipates that once it receives requested discovery information, RazDog
14 should be in a position to provide an estimate of Twitch's damages (Patent L.R. 3-8).

15 RazDog anticipates that additional confidential information from Twitch, such as actual
16 and projected financial data, streaming metrics, and other confidential business information will
17 inform RazDog's damages assessment. RazDog also seeks interest and costs fixed by the Court,
18 as well as an accounting of all infringing revenues by Twitch. RazDog also seeks an award of
19 attorneys' fees and costs associated with the present action under 35 U.S.C. § 285. Such fees, costs,
20 and expenses cannot be computed at the present time.

21 Twitch is unable to provide an estimate of the damages range, should liability be proven,
22 at this time. Twitch will require infringement contentions that adequately identify, for each
23 asserted claim, the specific accused instrumentality and the specific bases for any alleged
24 infringement, in accordance with Patent Local Rule 3-1, and discovery regarding the bases for
25 RazDog's damages contentions, before it is able to provide an estimate. Twitch intends to be
26 prepared to provide its rebuttal damages computation by the deadline for Patent Local Rule 3-9
27 Responsive Damages Contentions, assuming RazDog provides adequate Patent Local Rule 3-8
28 Damages Contentions to which Twitch may respond.

1
2 Dated: September 19, 2024

3 By: /s/ Mark Halderman

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16 Dated: September 19, 2024

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18 By: /s/ Nathan B. Sabri

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25 Attorneys for Defendant
26 TWITCH INTERACTIVE, INC.
27
28

EXHIBIT 1

EVENT	DATE
Initial Disclosures	Tuesday, September 24, 2024
Case Management Statement	Thursday, September 19, 2024
Initial Case Management Conference	Thursday, September 26, 2024
Infringement Contentions and Accompanying Document Production	Friday, November 22, 2024
Invalidity Contentions and Accompanying Document Production	Monday, January 13, 2025
Exchange of Proposed Terms for Construction	Monday, January 27, 2025
Exchange of Preliminary Claim Constructions and Extrinsic Evidence / Deadline to Amend Pleadings	Monday, February 17, 2025
Damages Contentions And Accompanying Document Production	Tuesday, March 4, 2025
Joint Claim Construction and Prehearing Statement	Friday, March 14, 2025
Responsive Damages Contentions and Accompanying Document Production	Thursday, April 3, 2025
Completion of Claim Construction Discovery	Monday, April 21, 2025
Opening Claim Construction Brief	Monday, May 5, 2025
Responsive Claim Construction Brief	Monday, May 19, 2025
Reply Claim Construction Brief	Monday, May 26, 2025
Tutorial	Monday, June 2, 2025, or at the Court's convenience
Claim Construction Hearing	Monday, June 9, 2025, or at the Court's convenience
Damages Contentions Meeting	Monday, June 9, 2025
Close of Fact Discovery	Tuesday, August 5, 2025
Expert Disclosure (Initial)	Friday, September 19, 2025
Expert Disclosure (Rebuttal)	Friday, October 17, 2025
Close of Expert Discovery	Friday, November 21, 2025
Deadline to File Daubert and Dispositive Motions	Friday, December 5, 2025
Final Pretrial Conference	Friday, April 17, 2026
Trial	Friday, May 15, 2026, or at the Court's convenience

ATTESTATION CLAUSE

I, Mark W. Halderman, am the ECF user whose credentials were used in this filing. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have consented to the filing of this document.

Dated: September 19, 2024

By:/s/ Mark W. Halderman
Mark W. Halderman