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

Stratasys, Inc.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	Case No. 2:24-cv-00644-JRG
Shenzhen Tuozhu Technology Co., Ltd., *et*	§	(Lead Case)
	§	
al.,	§	
	§	
Defendants.	§	

Stratasys, Inc.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 2:24-cv-00645-JRG
	§	(Member Case)
Shenzhen Tuozhu Technology Co., Ltd., *et*	§	
	§	
al.,	§	
	§	
Defendants.	§	

PLAINTIFF'S MOTION TO COMPEL DEFENDANTS' CLOUD SOURCE CODE

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I. INTRODUCTION

Over four months past their January 30th P.R 3-4(a) deadline, Defendants refuse to produce source code (the "Cloud Code"), which **they admit is relevant** to the claims asserted in this action. Instead, Defendants have concocted an unprecedented and backwards approach to discovery by which they require Plaintiff to first, on a limitation-by-limitation basis, explain how specific functionality of the **undisclosed code** relates to the claim language. Then, Defendants get to pick and choose which parts of the source code to produce. Otherwise, Defendants refuse to produce any of the Cloud Code. Despite repeated requests, Defendants have not identified any case law supporting their approach to discovery. As this Court has explained in no uncertain terms, "P.R. 3–4(a) requires [Defendants] to produce more than the bare minimum of what *it* believes is sufficient, including but not limited to **any and all** source code, specifications, schematics, flow charts, artwork, formulas, or other documentation in its possession." *Edward D. Ioli Tr. v. Avigilon Corp.*, No. 2:10-CV-605-JRG, 2012 WL 5830711, at *3 (E.D. Tex. Nov. 16, 2012) (emphasis original and added).

It was not until a June 5th meet and confer, after months of back-and-forth correspondence on this issue, that Defendants raised a new excuse. Namely, that Chinese export restrictions prevented production of the Cloud Code.[1] However, as of June 5th Defendants had still not even made the initial request to the Chinese government to clear the code. All of this despite the fact the Protective Order puts the onus on Defendants to proactively seek leave of Court if they cannot make source code available due to "export control law." *See* (Dkt. No. 36 at 8 n.3). Neither Defendants' failure, nor the laws of a foreign government, supplants this Court's order to produce this discoverable information. *See, e.g.*, *Arigna Tech. Ltd. v. Nissan Motor Co., Ltd.*, No. 2:22-CV-00126-JRG-RSP, 2022 WL 3020136, at *1 (E.D. Tex. July

[1] As discussed in more depth below, on May 23rd Defendants invoked "cybersecurity and encryption" concerns for the first time. It was not until after repeated questioning during the meet and confer about these concerns that Defendants admitted that the Chinese export restriction was the real issue.

29, 2022) ("[F]oreign law does not deprive an American court of the power to order a party subject to its jurisdiction to produce evidence even though the act of production may violate that foreign law.") (internal quotation omitted). Defendants' position would provide countless foreign litigants a roadmap to avoid discovery altogether. But that is not the law, and Plaintiff requests that the Court compel Defendants to make the Cloud Code available for inspection as explicitly required by P.R. 3-4(a).

II. ARGUMENT

A. Defendants' Shifting Reasons for Refusing to Produce the Cloud Code

Pursuant to this Court's Docket Control Order and Patent Rule 3-4(a), January 30th was Defendants' deadline to make available for inspection "[s]ource code . . . sufficient to show the operation of any aspects or elements of an Accused Instrumentality identified by the patent claimant in its P. R. 3-1(c) chart." P.R. 3-4(a); (Dkt. No. 34 at 5). However, Defendants' January 30th deadline came and went without Defendants' source code being made available for inspection.[2] After repeated follow-ups and false starts, Defendants finally made a partial production of source code available for inspection on April 7th. The next day, Plaintiff promptly notified Defendants that numerous categories of source code were missing, including the source code for the accused products' cloud functionality (i.e., the "Cloud Code").

Defendants acknowledged the relevance of the Cloud Code on a meet and confer, but offered to enter a stipulation to "remove the need to produce Bambu Cloud source code."[3] Defendants offered the following narrow fact stipulation: "*The Bambu cloud service is operable to receive gcode in a .3mf file*

[2] Defendants produced a portion of the publicly available source code for Bambu Studio on that date, but none of the confidential code was made available until much later.

[3] Pursuant to the Court's Standing Order and the Discovery Order, Plaintiff is limited to five pages of attachments to this motion. (Dkt. No. 35 ¶ 9(b)). While Plaintiff cannot attach the entire chain of correspondence, for clarity Plaintiff includes quotations when directly quoting written communications of the parties. At the Court's request, Plaintiff can provide the full chain of correspondence.

from Bambu Studio and transmit it, when required by printer, without alteration to a target printer."[4] Plaintiff explained that this stipulation was "far too narrow to obviate Stratasys's need to review the source code." Plaintiff then provided forty claims across six patents for which Plaintiff had "identified that the cloud code is implicated," and noted that "it is possible that review of the underlying code will establish that Bambu's cloud code is implicated in the infringement of even more claims." On May 13th, Plaintiff further explained that the "cloud code works in conjunction with Bambu Handy and Bambu Studio to enable remote control, remote monitoring, cloud slicing, and other core features" of Defendants' 3-D printers, and Plaintiff also provided "further detail regarding how Bambu Cloud is deeply integrated into the accused products." Ex. A (May 13th email (including further explanation and citations)). Defendants did not contest any of these facts or that the identified functionality was relevant to the claims. Instead, Defendants stated that "[m]ore is required" and sought all of the specific "claim elements that Stratasys contends is satisfied by Bambu Cloud" so the parties could discuss "individual claim elements." Plaintiff explained that it was not going to lock itself into limitation-by-limitation infringement positions without being able to review the Cloud Code itself and asked Defendants to make the code available for inspection immediately.

On May 23rd, almost four months after the P.R. 3-4(a) deadline, Defendants for the first time stated that "[p]roducing the code wholesale is unworkable because Bambu Cloud has components that involve cybersecurity and encryption, and production of those code components would create an unnecessary risk (even under the Protective Order)." Plaintiff asked Defendants to explain what these "cybersecurity and encryption" concerns were, when Defendants became aware of them, and why the

[4] Defendants later offered a stipulation for a single dependent claim ('324 Patent, cl. 18)—a token concession that does nothing to justify withholding discovery relevant to dozens of other claims across the Asserted Patents. Defendants' proposal amounts to a one-claim trade for a discovery shutdown and a backdoor win on the merits. That is plainly unacceptable.

Protective Order was insufficient. Defendants could offer no explanation, either in writing or during the parties' meet and confer. Instead, and only after repeated questioning, Defendants admitted the real issue was that the Defendants had not cleared Chinese export restrictions for the Bambu Cloud Code. Not only did Defendants wait until June 5, 2025 to notify Plaintiff,[5] but Defendants confirmed that they still have not even begun the process to clear the export restrictions for the Cloud Code.[6] *See* Ex. D.

Neither Defendants' position that portions of the Cloud Code do not infringe, nor their assertion that Chinese export control law supersedes this Court's rules, justify their failure to produce the code.

B. The Cloud Code Is Indisputably Relevant to This Case

Defendants do not dispute that the Cloud Code is relevant to this case in general. Instead, Defendants have taken the position that they will not produce the Cloud Code because *some portions* of the code may not infringe an asserted claim. But that is the case for every source code production. Defendants have provided no law to support their backwards approach to discovery, whereby Defendants get to lock Plaintiff into positions without benefit of reviewing the code and then Defendants narrowly pick and choose the portions of the code to produce. It is certainly counter to this Court's precedent. *See, e.g.*, *Avigilon*, 2012 WL 5830711, at *4 ("P.R. 3–4(a) imposes an affirmative obligation on the accused infringer to produce source code and all other relevant materials reasonably needed for the Plaintiff to understand *for itself* how the technology at issue operates and functions.") (emphasis in original).

Moreover, there can be no credible dispute that the Cloud Code is relevant to this action. Defendants have not contested that the Cloud Code is integral to the operation of Defendants' accused

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[5] Defendants' delay is particularly egregious because Plaintiff specifically notified Defendants in a letter on November 6, 2024 to clear any such "export restrictions" to avoid delay, and on November 28th Defendants stated that they were "investigating whether export control applies to any code."

[6] Notably, the Protective Order specifically contains a provision related to export restrictions, requiring Defendants to seek leave from the Court if they cannot make source code available due to "export control law." (Dkt. No. 36 at 8 n.3). However, Defendants failed to seek leave from this Court, opting instead to remain silent on this issue and feign ignorance as to the relevance of the code to avoid production.

products, including the operation of Defendants' accused software packages "Bambu Studio" and "Bambu Handy." Stratasys's infringement contentions served on November 11, 2024 accused all of Defendants' 3-D printers, "alone or in combination with Bambu Lab software" and further provided the examples of "Bambu Studio or Bambu Handy," which were advertised on Defendants' website. *See, e.g.*, Ex. B (excerpt of November 11, 2024 Infringement Contentions cover pleading). Stratasys repeatedly identified the functionality of Defendants' software in the contention charts, including the cloud functionality. In fact, the contentions contain upwards of 700 references to Bambu Studio and Bambu Handy.

As Plaintiff explained to Defendants on May 13th, based on Defendants' own documentation both Bambu Studio (desktop software) and Bambu Handy (mobile app software) utilize the Cloud Code to perform various operations, including at least enabling "remote control, remote monitoring, cloud slicing[7], and other core features," such as transmission of user settings and print related data. Ex. A (May 13th email). In fact, Bambu Handy cannot even function without utilizing Bambu's Cloud Code services, as "[f]eatures such as sending print jobs, receiving files, and remote monitoring are reliant on cloud infrastructure"—a fact Defendants did not contest. Ex. A. Similarly, Defendants' Cloud Code services are the default method of connectivity for Bambu Studio. *See* Ex. A; Ex. C (Defendants' website describing that under the "default" "Auto mode" in Bambu Studio: "The print file will be transferred to the cloud server to make the printer download from the remote" and that the print files are stored in the cloud "to support printing again from the print history list in Bambu Handy").

This Cloud Code functionality relates to infringement of numerous asserted claims. For example,

[7] "Slicing" refers to slicing the digital model of a part into multiple thin layers. Each layer's information is converted into code (referred to as "G-code," a language understood by a 3-D printer). The G-code provides instructions to the printer regarding movement paths and speeds of the different axes during the printing process. Slicing is a necessary part of any 3-D print.

in all cases when using Bambu Handy, and as a default when using Bambu Studio, the print files are transmitted from Bambu's cloud service to the printer for fabrication. *See, e.g.*, Claim 2 of the '774 Patent ("transmitting the machine-ready representation to the target printer for fabrication"). Likewise, many claims relate specifically to remote printing and transmission of user data/settings and print status information, which all occur over the cloud. *See, e.g.*, Claim 18 of the '324 Patent ("wherein the processor is configured to couple the three-dimensional printer in a communicating relationship with a remote print server through the data network"); Claim 1 of the '097 Patent ("…a network interface configured to couple the three-dimensional printer in a communicating relationship with a data network; and a web server configured to transmit the status of the print job for display at a remote client through the network interface."); Claim 1 of the '466 Patent ("… receiving a request from a client over the network to fabricate an object on the three-dimensional printer, … receiving one or more operation parameters from the client selected for use in controlling operation of the three-dimensional printer …").[8] In short, the Cloud Code is plainly relevant to the disputed issues and must be produced for inspection pursuant to P.R. 3-4(a).

C. A Foreign Country's Law Does Not Circumscribe This Court's Authority

As Plaintiff explained to Defendants, Plaintiff "identified relevant and discoverable source code, so [Defendants] either need to (1) make it available for inspection or (2) move for protection from the Court." Ex. D. Defendants opted instead to withhold the Cloud Code based on a purported Chinese export restriction. In so doing, Defendants have determined that obligations they owe to a foreign government trump the authority of this Court. Not so.

As this Court has recognized, "foreign law does not deprive an American court of the power to order a party subject to its jurisdiction to produce evidence even though the act of production may violate

[8] For clarity, Plaintiff provides these non-limiting examples, of which there are more across the Asserted Patents. Furthermore, these examples are provided without the benefit of reviewing the Cloud Code itself, the review of which may evidence additional infringing aspects.

that foreign law." *Arigna*, 2022 WL 3020136, at *1 (internal quotation omitted). Other courts in this District have reached the same conclusion. *See, e.g.*, *Textron Innovations Inc. v. SZ DJI Tech. Co.*, No. 2:22-CV-351-RWS-RSP, 2023 WL 4623881, at *2 (E.D. Tex. July 19, 2023) (refusing to adopt language in protective order that would allow Chinese export restrictions to curtail the availability of discoverable information including source code—recognizing that "courts in this district have rejected similar requests") (collecting cases).

What Defendants seek to do here is nothing new, nor is it acceptable. As sister courts have repeatedly recognized, "Chinese litigants often attempt to avoid discovery in American courts by arguing that various PRC laws block compliance, and courts frequently reject that argument and enforce compliance with the Federal Rules of Civil Procedure regarding discovery." *Nidec Motor Corp. v. Broad Ocean Motor, LLC.*, No. 4:13-CV-01895-SEP, 2024 WL 4332057, at *6 (E.D. Mo. Sept. 27, 2024). As another a sister court put it, "PRC defendants cannot enter the U.S. market expecting a possible shield from unfavorable discovery by PRC blocking statutes." *In re Valsartan, Losartan, & Irbesartan Prods. Liab. Litig.*, No. MDL 2875 (RBK), 2021 WL 6010575, at *18 (D.N.J. Dec. 20, 2021) ("[I]f you don't like the rules, then stop doing business in the U.S."). Defendants' failure to satisfy foreign obligations is not an excuse to withhold discoverable evidence like the Cloud Code. *Nidec*, 2024 WL 4332057, at *6 ("No one forced Defendants to market products in the United States. They chose to, knowing that they could be haled into American courts, where they would be subject to the applicable rules."). If Defendants' narrative prevails in this dispute, it will effectively shield them (and all future Chinese defendants) from liability in patent cases by allowing them to withhold technical information pursuant to local export control laws. That cannot possibly be the right outcome, and it has never been so in any previous case to Plaintiff's knowledge.

III. CONCLUSION

For the reasons stated above, Stratasys respectfully requests that the Court grant this Motion.

Dated: June 12, 2025

Respectfully submitted,

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CERTIFICATE OF CONFERENCE

Pursuant to Local Rules CV-7(h) and CV-7(i), the undersigned hereby certifies that counsel for the parties met and conferred regarding this Motion prior to filing. Specifically, on June 5, 2025, lead and local counsel for Stratasys participated in a telephonic conference with lead and local counsel for Defendants. The meet and confer ended in an impasse for the issues raised herein. Defendants oppose the relief requested in this Motion.

/s/ Kevin J. Meek
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was electronically filed with the Clerk of Court using the CM/ECF filing system, which will generate and send an e-mail notification of said filing to all counsel of record, on this the 12th day of June, 2025.

/s/ Kevin J. Meek
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