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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

WITHROW NETWORKS, INC.,

Plaintiff,

vs.

GOOGLE, LLC and YOUTUBE, LLC,

Defendants.

Case No. 5:24-CV-3203-PCP (VKD)

**PLAINTIFF WITHROW NETWORKS,
INC.'S OPPOSITION TO DEFENDANTS'
MOTION TO STRIKE PLAINTIFF'S
INFRINGEMENT CONTENTIONS**

Date: June 17, 2025
Time: 10:00 a.m.
Location: Courtroom 2, 5th Floor
Judge: Hon. Virginia K. DeMarchi

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Rules

Patent Local Rule 3-1 *passim*

-v-

PLAINTIFF'S OPPOSITION TO MOTION TO STRIKE
PLAINTIFF'S INFRINGEMENT CONTENTIONS

CASE NO. 5:24-CV-03203-PCP (VKD)

1 **I. INTRODUCTION**

2 Plaintiff Withrow Networks, Inc. (“Withrow”) served its Patent Local Rule 3-1 (“PLR
3 3-1”) Disclosures (“ICs”), intricately charting five accused instrumentalities in over 700 pages
4 (ECF Nos. 80-3 through 80-7 (the “Charts”)). The Charts map each claim element relying
5 primarily on snapshots of data from Google’s own APIs that Withrow actually extracted using
6 Google’s APIs and media player. Withrow also provides support in the Charts from extensive
7 publicly available evidence relating to Defendants Google, LLC’s and YouTube, LLC’s
8 (“Defendants”) use of industry standards, and certain Defendant public materials. Had
9 Defendants properly reviewed the ICs and Charts, they would have understood precisely what
10 Withrow has accused: a *combination* of Google’s APIs with any multimedia player
11 (compliant with the two standards at issue in this case) provided by defendants. *See* ECF No.
12 80-2 at 2 (“Disclosures”). In short, the ICs go above and beyond the requirements of PLR 3-1.

13 Defendants’ Motion to Strike Plaintiff’s ICs (“Motion”) is not just meritless; several
14 of its blatant misrepresentations to the Court are difficult to fathom. The Motion does not
15 challenge the general sufficiency of the ICs as they relate to YouTube (Charts 1 and 2).
16 Motion at 2. Yet although Charts 3, 4, and 5 related to Google’s Transcoder API and Live
17 Stream API (“APIs”) are substantially identical to the YouTube charts, including their use of
18 raw data that Withrow pulled from Defendants’ systems, Defendants claim to be unable to
19 understand what Withrow accuses of infringement as it pertains to the APIs.

20 This Motion is just the latest salvo in Defendants’ string of fruitless efforts to delay
21 this case. First, they refused to hold the Rule 26(f) Conference, delaying the start of discovery
22 for five months on the promise that the entire case may be dismissed after their not-then-filed
23 Section 101 Motion to Dismiss. *See* ECF Nos. 31-37. That motion was denied. ECF No. 44.
24 Next, they prematurely filed a Motion to Stay after merely filing (but not waiting for an
25 institution decision on) a Petition for *Inter Partes* Review (“IPR Petition”) in the USPTO.
26 ECF No. 60. That motion was denied. ECF. No. 77. Now, they ask the Court to require
27 Withrow to amend its ICs and tellingly, *stay discovery* without limitation.

28 Because the ICs comply with PLR 3-1, more than adequately identifying the Accused

Instrumentalities and mapping each claim element, Withrow has provided Defendants “reasonable notice” of its infringement theories, and this Motion should be denied.

II. BACKGROUND

A. The Patented Technology and Infringement Contentions

U.S. Patent No. 10,771,849 (“the ’849 Patent”) teaches a “client centric streaming approach” for “provid[ing] smooth . . . video to mobile devices across the Internet” in part by “using dynamic adaption of different media quality levels.” ECF No. 1 at ¶¶ 8, 55. “That is, [it] . . . provide[s] an improved picture even in the presence of fluctuating network conditions” (*id.*) across devices with diverse capabilities, by teaching the selection and playback of segmented media files based on client conditions. *Id.* at ¶¶ 8-9. It also minimizes the labor-intensive computational requirements of the decoding process. *Id.* ¶¶ 9, 14.

The Asserted Claims of the ’849 Patent include five method claims (1, 2, 3, 4, and 8), one software/apparatus claim (6), and a system claim (7) (collectively the “Asserted Claims”). Claims 1, 6, and 7 are independent claims, while Claims 2-4 and 8 are dependent on Claim 1. As Defendants describe, (ECF No. 80-11), each of independent Claims 1, 6, and 7 have three main elements: (a) **a multimedia player receives** encoded audio and video segments (associated with object parameters to form multimedia objects) **from servers**; (b) the multimedia player **requests** the transmission of the multimedia objects in a specific way; and (c) the multimedia player **plays back** the multimedia objects in a specific manner. Thus, in terms of a common denominator, Claims 1, 6 and 7 require streaming data (19:25-28, 20:5 and 20:28, called “multimedia objects” in the ’849 Patent) and a multimedia player (19:25, 20:1, and 20:27), with Claim 7 additionally requiring “at least one centralized content server” (20:22-27). Thus, an infringement analysis **must** include the infringing streaming data from a server (here, the APIs) and a multimedia player.

B. The Accused Systems

1. YouTube

As described by Defendants, “YouTube is ‘an open video platform where anyone can upload a video and share it with the world.’” Motion at 6 (citation omitted). In YouTube, a

1 player and a server work together to create a system in which a user uploads multimedia data
 2 to the server and the player plays the video. As shown in the YouTube Charts (1 and 2), and
 3 not challenged in this Motion, a **YouTube player** requests and receives audio and video
 4 segments from the **YouTube server**. *See, e.g.*, Chart 1 at 6, 12. Withrow identifies three
 5 YouTube players: an iOS app, an Android app, and a web-based player. Chart 1 at 2-3. None
 6 of those players are challenged by Defendants.

7 **2. The APIs and Multimedia Players**

8 Also as described by Defendants, **Transcoder API** allows users to convert multimedia
 9 content into various output formats. Motion at 6. It lets the user “submit, monitor, and manage
 10 transcoding jobs in Google Cloud. To submit jobs using the Transcoder API, [users] first
 11 upload media assets to Cloud Storage. After processing a job, the Transcoder API saves the
 12 resulting media back to Cloud Storage.” *See* Motion at 6, fn. 5, citing
 13 <https://cloud.google.com/transcoder/docs/concepts/overview>. **Live Stream API** similarly
 14 converts video formats, but for live signals. *Id.* at 6, fn. 6. Obviously, neither of the APIs are
 15 players, just as the YouTube server is not a player (which Defendants do not challenge).

16 Instead, to play a video from the APIs (and similarly, to play a video from YouTube),
 17 a user must use a multimedia player. In the case of the APIs, and unlike YouTube for which
 18 Defendants have specifically created at least three dedicated player types, any player
 19 compatible with the APIs’ streaming formats can play video from those two systems. In terms
 20 of Google multimedia players, Defendants have created at least: **Shaka Player** and
 21 **ExoPlayer**. Shaka Player, described in Withrow’s complaint as a multimedia player
 22 compliant with MPEG-DASH and HLS (ECF No. 1, ¶ 26), is described by Google as “a
 23 simple to use JavaScript library **from Google** that enables you to deliver the best possible
 24 video and audio to cheap, low-res phones on 3G or a high-spec laptop on gigabit fiber and
 25 everything in between.” *Id.* (Shaka Player: High Performance Video for the Web (100 days of
 26 Google Dev)) <https://www.youtube.com/watch?v=Fm3Bagcf9Oo> at 1:37-50 (emphasis
 27 added). ExoPlayer is also a Google multimedia player, where Defendants concede, “At
 28 Google, we’re already using ExoPlayer . . . to play movies and now we’re open sourcing it so

1 that you can use it in your own app.” Google for Developers,
2 <https://www.youtube.com/watch?v=6VjF638VObA> at 0:20-0:26.

3 Although Defendants seem to place weight (though no legal significance) on the fact
4 that Shaka Player and ExoPlayer are open-source, they do not and cannot deny that Google
5 created those players.

6 Thus, just as the YouTube system requires more than a multimedia player, so too the
7 other systems Withrow has charted, namely Transcoder API with a multimedia player (*e.g.*,
8 Shaka Player) and Live Stream API with a multimedia player (*e.g.*, Shaka Player). Moreover,
9 for YouTube, nothing prevents any other multimedia player compliant with HLS or MPEG-
10 DASH, such as Shaka Player or ExoPlayer, from requesting YouTube audio and video
11 streams for playback. In fact, Defendants explicitly admit that ExoPlayer is used to playback
12 YouTube videos. *Id.*, 0:20-22 (“At Google, we’re already using ExoPlayer in YouTube”).
13 Thus, Withrow’s analysis makes clear that Defendants infringe the Asserted Claims when any
14 multimedia player provided by Defendants play HLS (Chart 1 at 3) or MPEG-DASH (Chart 2
15 at 3) YouTube media.

16 Withrow thus does not dispute that Transcoder API and Live Stream API are distinct
17 from Shaka Player nor that they need not be used together. However, *when they are used*
18 *together*, they create a system and service that Withrow maps in the Charts as infringing the
19 Asserted Claims. In emphasizing the fact that Withrow identifies distinct “instrumentalities,”
20 Defendants seem to misunderstand patent infringement. Motion at 5-6. Defendants do not
21 (and cannot) deny that YouTube, Transcoder API, and Live Stream API are Google offerings.
22 *See* Motion at 6. They cannot deny that YouTube is both a server (*i.e.*, it streams multimedia
23 data) and a multimedia player (*i.e.*, it plays videos). They also do not deny that Transcoder
24 API and Live Stream API stream multimedia data. Similarly, there is no dispute that Google’s
25 Shaka Player and ExoPlayer not only play back HLS and MPEG-DASH media, but as
26 demonstrated in Withrow’s charts, Shaka Player plays back both Transcoder API and Live
27 Stream API streams. Thus (as Withrow mapped in its Charts), when Shaka Player or
28 ExoPlayer are used to play back video requested and received from Transcoder API, Live

1 Stream API, or YouTube servers, infringement occurs within an ecosystem created entirely by
 2 Google. It does not matter if Defendants intended any such combinations or whether there is
 3 any justification for such combinations.

4 **3. Google Pixel Phones and Tablets**

5 Additionally, because Claim 6 requires “computer executable instructions stored on a
 6 non-transitory computer readable medium,” (20:1-3), to infringe this claim, software must be
 7 downloaded onto some type of computer, phone, or tablet, *i.e.*, a separate “instrumentality.”
 8 That is why Withrow identifies Google Pixel Phones and Tablets as satisfying the “stored on a
 9 non-transitory computer readable medium” element of independent Claim 6: these Defendant-
 10 created devices establish Defendants’ direct infringement. As is clear in the Charts, Withrow
 11 does not contend that the phones or tablets, without more, infringe the Asserted Claims, only
 12 that when Shaka Player or ExoPlayer, for example, are downloaded onto Defendants’ devices
 13 and used to play back video received from Transcoder API, Live Stream API, or YouTube,
 14 that system constitutes Defendants’ direct infringement of Claim 6. Again, Defendants need
 15 not *intend* the combination and there need not be any “*justification*” for the combination.

16 **C. The Charts Map Each System To Each Claim Element Using Raw Data From 17 Withrow’s Actual Implementation Of The Systems.**

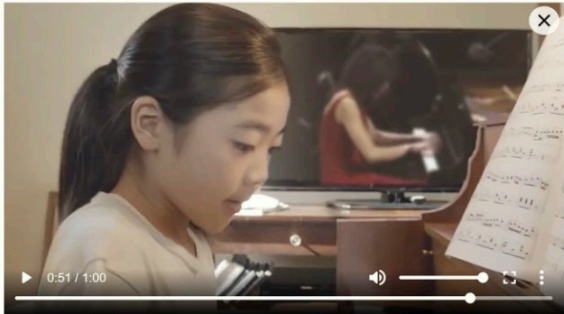
18 Defendants’ statement that “nowhere in its Contentions (including the claim charts)
 19 does Withrow provide any information explaining or supporting its combination of
 20 Transcoder API or Live Stream API with Shaka Player or ExoPlayer” is confounding. Motion
 21 at 7. In its ICs, Withrow served 5 Charts: Charts 1 and 2 map the YouTube media player and
 22 server system and its use of HLS and MPEG-DASH, respectively. Charts 3 and 4 map media
 23 players provided by Defendants, *e.g.*, Shaka Player, and their implementation of HLS (Chart
 24 3) and MPEG-DASH (Chart 4) with the use of Transcoder API. Chart 5 maps the same media
 25 players with HLS and the use of Live Stream API.

26 Each Chart shows an *actual implementation* of the identified system with *raw data*
 27 pulled from the API systems. In other words, to chart the Accused Instrumentalities, Withrow
 28 actually practiced the ’849 Patent claim elements using Google’s systems. For example, in
 Chart 3, at the bottom of page 2 and top of page 3, Withrow identifies the source of those

lines as “Video,” which is “Chromecast Demo Video streamed on Shaka Player.” Chart 3 at 3. The data from pages 4, 5, 7, 9, 12, 13, 15, 17, 22, 25, 27, 32, 33, 35, 39, 41, 42, 45, 47, 49, 52, 53, 54, 55, 60-61, 63, 64, 69, 71, 72, 74, 77, 79, 81, 83, 85, 87, 90, 91, 92, 93, 98, 102, 104, 109, 112, 113, 114, and 115 all comes from Withrow’s actual streaming of the Google Demo Video on Shaka Player using Transcoder API. The same is true for all the other Charts. Thus, the Charts are filled with evidence of Defendants’ multimedia player using data from Transcoder API to play back multimedia, and the same is true for Live Stream API. *See* Chart 5.

In addition to the raw data (highlighted below in blue for this Opposition), where applicable, Withrow charted the HLS (or MPEG-DASH) standards. For example, in the first element, “receiving audio and video segments,” Chart 3 shows a capture of the Video used, followed by actual raw data from Transcoder API illustrating one stream variant with visible segments, and then adds a citation to the HLS standard requiring a series of media segments.

Media on Google is comprised of segments pertaining to video and audio:



Chromecast Demo Video streamed on Shaka Player, (hereinafter, “Video”)

The video and audio **segments** are visible. For example, one stream variant is:

```
#EXT-X-STREAM-INF:BANDWIDTH=4132992,AVERAGE-BANDWIDTH=2530887,RESOLUTION=1280x720,CODECS="avc1.64001f,mp4a.40.2",FRAME-RATE=30
https://storage.googleapis.com/bucketrow1/vod/vod_run_03_added_framerate/media-hd_re.m3u8
```

For this stream variant, the Video and Audio Segments are:

```
https://storage.googleapis.com/bucketrow1/vod/vod_run_02/media-hd000000000000.ts
```

The HLS standard requires segments:

3. Media Segments

A Media Playlist contains a series of **Media Segments** that make up the overall presentation. A Media Segment is specified by a URI and optionally a byte range.

The duration of each Media Segment is indicated in the Media Playlist by its EXTINF tag (Section 4.3.2.1).

WITHROW_00003352-WITHROW_00003411 at 357.

1 Chart 3 at 2-3. This belt-and-suspenders approach leaves no doubt that Shaka Player with
 2 Transcoder API not only satisfies the applicable element of the Asserted Claims, but also that
 3 this element is met by the HLS standard (which Shaka Player must comply with). *See also*,
 4 Disclosures at 3-4 (Accused Instrumentalities practice HLS and MPEG-DASH); Chart 3 at 2-
 5 3 (demonstrating Shaka Player receiving HLS Transcoder API data and playing the
 6 Chromecast Demo Video), Chart 4 at 3-4 demonstrating Shaka Player receiving MPEG-
 7 DASH Transcoder MPEG-DASH data and playing the Chromecast Demo Video), Chart 5
 8 (demonstrating Shaka Player receiving Livestream API HLS data and playing a live stream
 9 from an origin point in New Jersey to another point within that same state). Notably, Withrow
 10 did not chart any claim element with reference solely to the HLS or MPEG-DASH standard.

11 While some claim elements, are thus shown with both raw data evidencing the
 12 infringement and evidence that compliance with the applicable standard satisfies the element,
 13 some elements cannot be shown with reference to HLS or MPEG-DASH. For example,
 14 neither standard addresses the “utilizing optimized decoding processes to maintain quality
 15 playback” element of Claims 1, 6, and 7. In that case, Withrow still provided actual raw data
 16 showing the use of AVC1 codecs to decode the video. *See* Chart 3 at 32, 69, 109. Withrow
 17 then provided evidence from the AVC-1 Specification showing that decoding is optimized. *Id.*
 18 at 32-33, 70, 109-110.

19 There are a handful of claim elements that are not amenable to proof by streaming
 20 data. For example, each independent claim (1, 6, and 7) recites “using a wireless connection.”
 21 To map that element, Withrow included an image showing a personal hotspot, evidencing the
 22 fact that a wireless connection was used, and an explanatory statement noting that
 23 “[s]treaming from this system [*i.e.*, the charted instrumentality], was accomplished using a
 24 wireless connection.” Chart 3 at 22, 60, 98, 118.

25 Similarly, for the claim element “multimedia objects are . . . received by said
 26 multimedia player from servers” in Claims 1, 6, and 7, rather than chart actual streaming data,
 27 Withrow included evidence from Defendants’ own publicly available information showing
 28 that Google’s Edge Network of servers provides data to apps or browsers and a citation to a

1 previous case in which Defendants’ Edge servers are described. Chart 3 at 19-22, 57-60, 96-
 2 98. Additionally, based on the URLs of the actual raw streaming data provided throughout the
 3 Charts, there can be no doubt that Google’s servers provide the data. *See, e.g.*, Chart 3 at 2, 4,
 4 5, 7, 12, 17 (“https://storage.googleapis.com/. . .”).¹

5 Thus, Withrow intricately mapped—in nearly all instances, with multiple sources of
 6 evidence—each Accused Instrumentality to each claim element of each Asserted Claim.

7 **D. Discovery and The Meet and Confer Process**

8 After Defendants notified Withrow of their view that the ICs did not comply with the
 9 Patent Local Rules, Withrow attempted to clarify Defendants’ misunderstanding by
 10 explaining the Charts. ECF No. 80-8 (“Withrow’s Letter”). In the Motion, Defendants
 11 blatantly mischaracterize Withrow’s Letter, suggesting Withrow offered a “post-hoc
 12 explanation” that “Shaka Player receives Transcoder data.” (Motion at 11, citing Dinh Decl.,
 13 Ex. 8 at 2.) Withrow’s Letter does nothing of the sort. Rather, it makes painstakingly clear
 14 that it is an attempt to avoid this Motion by explaining, step-by-step, the evidence presented in
 15 the Charts. In other words, for example, Withrow’s Letter makes clear that the Charts show
 16 that “Shaka Player receives Transcoder data. More specifically, the *charts show actual*
 17 *Transcoder data* received by Google’s player in HLS version 4 format. (p. 2 [raw data,
 18 including URL beginning ‘https://storage.googleapis.com’]).” Withrow’s Letter at 2
 19 (emphasis added). It strains credulity to suggest that Google cannot identify **its own data** on
 20 the face of the Charts. It is equally perplexing that Defendants still assert (for example)
 21 “Withrow fails to show how Transcoder API meets each limitation of any asserted claim.”
 22 Motion at 9.

23 Rather than heed Withrow’s advice to carefully study the Charts, (Withrow’s Letter at
 24 1), Defendants simply parroted their earlier language, (*compare* ECF No. 80-7 with ECF No
 25 80-9), ignored Withrow’s extensive evidence of actual Transcoder API and Live Stream API
 26 data, and filed this Motion, during which another *de facto* stay of litigation has occurred as
 27

28 ¹This domain is registered to Google LLC. *See*
<https://whois.domaintools.com/googleapis.com>.

1 Google refuses to provide any API-related discovery.

2 **III. LEGAL STANDARD**

3 “Striking a patentee’s infringement contentions is a severe sanction that should be
4 used sparingly and only for good cause.” *Finjan, Inc. v. Proofpoint, Inc.*, No. 13-CV-05808-
5 HSG, 2015 WL 1517920, at *12 (N.D. Cal. Apr. 2, 2015). PLR 3-1 is not “a mechanism for
6 resolving the *merits* of the parties’ dispute.” *FusionArc, Inc. v. Solidus Networks, Inc.*, No.
7 06-cv-06760 RMW (RS), 2007 WL 1052900, at *2 (N.D. Cal. Apr. 5, 2007) (emphasis in
8 original). Rather, it “is a discovery device that ‘takes the place of a series of interrogatories
9 that defendants would likely have propounded. . . .’” *Blue Spike, LLC v. Adobe Sys., Inc.*, No.
10 14-CV-01647-YGR(JSC), 2015 WL 335842, at *3 (N.D. Cal. Jan. 26, 2015).

11 “The local rules do not ‘require the disclosure of specific evidence nor do they require
12 a plaintiff to prove its infringement case . . . a [*sic*] patentee must nevertheless disclose what
13 in each accused instrumentality it contends practices each and every limitation of each
14 asserted claim to the extent appropriate information is reasonably available to it.” *Geovector*
15 *Corp. v. Samsung Elecs. Co.*, No. 16-CV-02463-WHO, 2017 WL 76950, at *3 (N.D. Cal. Jan.
16 9, 2017); *accord SAGE Electrochemicals Inc. v. View Inc.*, No. C-12-06441 JST (DMR), 2013
17 WL 4777164, at *2 (N.D. Cal. Sept. 6, 2013) (noting PLR 3-1 does not require reverse
18 engineering and denying motion to strike ICs that relied on publicly available information
19 where plaintiff did not have access to inner workings of accused instrumentalities without
20 discovery); *FusionArc*, 2007 WL 1052900, at *3 (denying motion to strike ICs where plaintiff
21 “provided all of the information in its possession as to how” defendant’s product infringed
22 and “disclosed, to the extent of its present knowledge, where it believes the infringement
23 lies”). “What matters is whether the plaintiff has included enough information in the ICs to
24 reveal its theory of infringement ‘on a claim by claim, element by element basis[.]’” *Blue*
25 *Spike, LLC*, 2015 WL 335842, at *5, quoting *Bender v. Freescale Semiconductor, Inc.*, No.
26 09-cv-01156 PHJ (MEJ), 2010 WL 1689465, at *4 (N.D. Cal. Apr. 26, 2010). “To that end,
27 the Patent Local Rules provide some flexibility for a plaintiff given that “there are times when
28 [a] plaintiff’s preparation is restricted by defendants’ sole possession of the information

plaintiffs need.” *Id.* at *5, quoting *France Telecom, S.A. v. Marvell Semiconductor, Inc.*, No. 12–cv–04967 WHA (NC), 2013 WL 1878912, at *4 (N.D. Cal. May 3, 2013). As Defendants note, “the degree of specificity under Local Rule 3-1 must be sufficient to provide **reasonable notice** to the defendant why the plaintiff believes it has a reasonable chance of proving infringement.” Motion at 9, quoting *Geovector*, 2017 WL 76950, at *3 (emphasis added).

IV. ARGUMENT

The ICs comply with PLR 3-1 by intricately mapping (in over 700 pages) the infringing methods and systems to each claim element of the Asserted Claims. The Charts’ evidence is first and foremost raw data from Withrow’s actual implementation of the accused systems, namely Shaka Player (an exemplary multimedia player provided by Defendants) with data received from Transcoder API (Charts 3 and 4) or Live Stream API (Chart 5). Withrow also provides evidence that compliance with HLS (Charts 1, 3, and 5) or MPEG-DASH (Charts 2 and 4) satisfies many of the claim elements. Defendants’ misguided attempts to mislead and sow doubt where none exists should be rejected.

A. Withrow’s ICs Adequately Chart Google’s Transcoder API.

1. *The Charts show how Defendants meet each limitation of each Asserted Claim.*

Defendants argue that Withrow’s reliance on HLS and MPEG-DASH standards in the Transcoder API Charts are inadequate for two reasons. First, they say Withrow has not established that the accused instrumentality complies with the standards. Motion at 10. Second, there are several elements that do not meet any standard, and, they say, Withrow has not mapped Transcoder API onto those elements. *Id.* These arguments fail.

As an initial matter, Defendants assertion that Charts 3 and 4 “reference Transcoder API in only two places” is either an intentional distortion or a complete misunderstanding. Motion at 9. While the specific phrase “Transcoder API” may be included just once, it is to identify that the **entire Chart** presents evidence of the actual use of Transcoder API. That is, on page after page after page, the Charts show the actual raw data that Withrow pulled from its use of Transcoder API with Shaka Player. *See, e.g.*, Chart 3 at 4, 5, 7, 9, 12, 13, 15, 17, 22, 25, 27, 32, 33, 35, 39, 41, 42, 45, 47, 49, 52, 53, 54, 55, 60-61, 63, 64, 69, 71, 72, 74, 77, 79,

81, 83, 85, 87, 90, 91, 92, 93, 98, 102, 104, 109, 112, 113, 114, and 115. For example, Withrow charts the element of Claim 1 “receiving audio and video . . . encoded in a digital encoding format” to Transcoder API using HLS to follows:

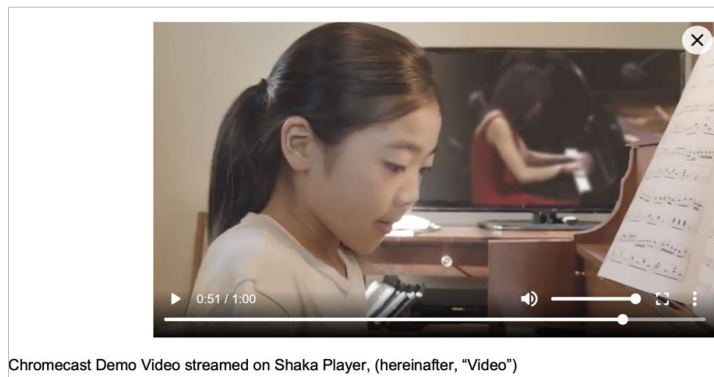
As shown below, the Google Player receives data in digital encoding formats, e.g. AVC1.

```
#EXTM3U
#EXT-X-STREAM-INF:BANDWIDTH=1161840,AVERAGE-BANDWIDTH=690849,RESOLUTION=640x360,CODECS="avc1.64001e,mp4a.40.2",FRAME-RATE=30
https://storage.googleapis.com/bucketrow1/vod/vodstream0307%20/media-sd_re.m3u8
#EXT-X-STREAM-INF:BANDWIDTH=2228928,AVERAGE-BANDWIDTH=1305013,RESOLUTION=854x480,CODECS="avc1.64001e,mp4a.40.2",FRAME-RATE=30
https://storage.googleapis.com/bucketrow1/vod/vodstream0307%20/media-md_re.m3u8
#EXT-X-STREAM-INF:BANDWIDTH=4129232,AVERAGE-BANDWIDTH=2529785,RESOLUTION=1280x720,CODECS="avc1.64001f,mp4a.40.2",FRAME-RATE=30
https://storage.googleapis.com/bucketrow1/vod/vodstream0307%20/media-hd_re.m3u8
```

Video (excerpt).

AVC1 is a video encoding format.

Chart 3 at 5. The chart clearly shows the HLS data came from a “Video,” which was defined on Chart 3 at 3 as Google’s own Chromecast Demo streamed to Shaka Player:



Chromecast Demo Video streamed on Shaka Player, (hereinafter, “Video”)

To the extent Defendants had any doubt as to the provenance of the actual API data stream, it is self-evident the stream originated from the URL **storage.googleapis.com**. If this motion is simply Google’s dislike of Withrow’s use of “Video” instead of a more detailed description such as “Transcoder API Video,” it should have said so during the meet and confer process instead of burdening the Court with such a trivial dispute.

Additionally, Defendants’ throw-in argument that Withrow has not charted a representative product is patently false. The Charts are clear that Defendants infringe the Asserted Claims with *any media player* they provide to a user’s machine for HLS (or MPEG-DASH) playback because all such players must comply with the HLS (or MPEG-DASH) standard. *See* Chart 3 at 2; Chart 4 at 2; Chart 5 at 2. There is no reason to chart ExoPlayer’s use of Transcoder API data next to Shaka Player’s use of Transcoder API data because the

1 charts would be identical, and the Shaka Player Charts are identified as representative based
 2 on Withrow’s statement that all such players must comply with the applicable standard –
 3 which for all applicable standard based claim elements, *was* charted. Thus, Defendants are on
 4 notice of Withrow’s infringement claims.

5 The Charts establish that Shaka Player receives data from the Transcoder API and
 6 Livestream API in HLS or MPEG-DASH format. Chart 3 at 2 and Chart 5 at 2 identify the
 7 streams as HLS, citing “#EXT-X-VERSION:4” (Transcoder API) and “#EXT-X-
 8 VERSION:7” (Livestream API). *See* ECF No. 1-16 at 18 (defining EXT-X-VERSION). Chart
 9 4 confirms Livestream API’s use of MPEG-DASH by referencing the tag “<MPD
 10 xmlns='mpeg:dash:schema:mpd:2011'>.” As Shaka Player supports both standards **and** each
 11 standard’s applicable claim element is properly charted, standards-based infringement is
 12 established.

13 As to the Asserted Claim elements that do not map onto HLS or MPEG-DASH,
 14 Defendants claim Withrow failed to map anything. Motion at 10, citing Chart 3 at 19-22; 32-
 15 33; 36-39; 57-60; 69-70; 71-71; 96-98; 118. As with their other arguments, this is false. **First**,
 16 Chart 3 at 19-22, 57-60, and 96-98 shows Google’s own publicly available evidence that
 17 Google Players receive multimedia objects from Google’s servers. Moreover, the URL in the
 18 supplied actual data throughout the Charts, “https://storage.googleapis.com/. . .” (*see, e.g.*,
 19 Chart 3 at 2, 4, 5, 7, 12, 17) makes clear that the data comes from Google’s API servers
 20 satisfying the “received by said multimedia player from servers” elements of Claims 1, 6, and
 21 7. **Second**, in Chart 3 at 32-33 and 69-70, Withrow charted clear evidence that Defendants use
 22 a codec, AVC1, for optimized decoding processes. **Third**, for the non-transitory computer
 23 readable medium element, (Chart 3 at 36-39) Withrow charted Google Pixel Phones and
 24 Tablets, which can be loaded with Shaka Player and ExoPlayer. **Fourth**, for the centralized
 25 content server element, (Chart 3 at 71-72), Withrow charted the URL of the source of the
 26 multimedia objects (which is clearly a Google server) and evidence that it uses HLS. **Finally**,
 27 Withrow charted the fact that the evidence provided in the Chart “was accomplished using a
 28 wireless connection” to establish the “for access by wireless clients” element of Claim 8. In

1 short, Defendants baseless assertion that Withrow has not charted elements that are not
2 included in the HLS or MPEG-DASH standards is false on its face.

3 **2. Transcoder API can be combined with any media players,**
4 **including Defendants' media players.**

5 Defendants argue that Withrow improperly combines Transcoder API with multimedia
6 players because, they say, (1) Withrow offers no justification for the combination, (2)
7 Withrow has not provided evidence of ExoPlayer, relying only on evidence of Shaka Player,
8 (3) Withrow sent a meet and confer letter explaining the Charts, (4) the Charts inappropriately
9 combine Transcoder API and Shaka Player, (5) Withrow has not alleged how the combination
10 works together, and (6) Shaka Player is an open-source player. Motion at 10-12. Defendants
11 are wrong.

12 **First**, Defendants' argument that Withrow must offer a justification for combining
13 Defendants' multimedia player with Transcoder API is misplaced. Motion at 10. Whether
14 there is a reason to infringe the Asserted Claims may relate to damages, but it does not affect
15 the infringement analysis. The Charts show actual infringement by Defendants' media players
16 with data from Defendants' servers whether or not there is a reason.

17 **Second**, as discussed above, Withrow identified ExoPlayer as a multimedia player
18 provided by Defendants and charted Shaka Player as a representative example of a
19 multimedia player. There is no reason Defendants need to see the **exact same data** from
20 another multimedia player.

21 **Third**, Defendants blatantly mischaracterize Withrow's meet and confer letter,
22 suggesting Withrow offered a "post-hoc explanation" that "Shaka Player receives Transcoder
23 data." (Motion at 11, citing Dinh Decl., Ex. 8 at 2.) That letter was an attempt to avoid this
24 Motion by explaining the evidence presented in the Charts not adding to them. The Charts
25 show Shaka Player actually receiving API data, and there should be no doubt that Google can
26 identify its own data on the face of the Charts. As noted, this is evident in the citations to the
27 raw data provided throughout the Charts. *See, e.g.*, Chart 3 at 2, 4, 5, 7, 12, 17.

28 **Fourth**, Defendants' argument, relying on the inapposite case *Finjan*, fundamentally
misunderstands infringement of method and system claims. Motion at 11. Defendants push a

theory that Withrow cannot rely on more than one of Defendants’ instrumentalities to define the Accused Instrumentalities. But that flies in the face of the Asserted Claims, which include at least two items, a media player and server data (and, in Claim 6, a computer with a processor). Defendants’ reliance on *Finjan* illuminates their misunderstanding. In that case, the patents covered software for protecting networks, and the plaintiff combined several of the defendant’s products into two groups, serving one chart per group of products. *Finjan*, 2015 WL 1517920, at *3-4. The “combinations” in that case were not different products working together to infringe the asserted claims, as they are here; the “combination claim charts” the court discusses are the grouping of different products each alleged to independently infringe the asserted claims. Importantly, the Court noted that:

As an initial matter, a separate claim chart for each accused product is not mandatory under Patent Local Rule 3–1(c). Combination claim charts (whereby the party asserting infringement describes how multiple products infringe the asserted patent(s) in a single chart) can provide the required specificity under Patent Local Rule 3–1(c), if each accused product allegedly infringes in the same way. *See, e.g., Creargi, [Inc. v. Pinnacle Inc., LLC, No. 11-CV-06635-LHK-PSG], 2012 WL 5389775, at *3 [(N.D. Cal. Nov. 2, 2012)]* (finding a single claim chart for multiple accused products sufficient where the plaintiff specified that all the identified products contained the same chemical compound, which plaintiff asserted was the infringing element of each of the identified products); *see also Network Prot. Sciences, LLC v. Fortinet, Inc., 2013 WL 5402089, at *3 (N.D. Cal. Sept. 26, 2013)* (“[W]hen supported by adequate analysis showing that the accused products share the same critical characteristics, representative infringement contentions may suffice.”).

Finjan, 2015 WL 1517920, at *3. Withrow’s Charts’ combination of Shaka Player with Transcoder API (for example) do not contend that Shaka Player and Transcoder API each separately infringe the Asserted Claims as with the products in *Finjan*; rather, ***their combination*** infringes the Asserted Claims. Neither *Finjan* nor the other cases on which Defendants rely speaks to that issue at all. As the *Finjan* Court noted, however, “combination claim charts” (charts describing how multiple products infringe the asserted patent in a single chart) do comply with PLR 3-1 where the plaintiff “assert[s] that the [Accused] Products all contain a common infringing solution (or solutions) and thus infringe each patent in the exact same way.” *Id.* at 4. That is what Withrow has done with respect to the multimedia players,

1 namely show evidence of Shaka Player's infringement and contend that every such
2 multimedia player providing HLS or MPEG-DASH video infringes in the exact same way.

3 **Fifth**, Defendants' claim that Withrow has not alleged how the combination of the
4 API and media player works together is baffling. The entirety of the Charts includes raw data
5 that Withrow pulled using the combination of Shaka Player with the APIs. Moreover,
6 Defendants' baseless challenge to Withrow's infringement analysis borders on overzealous
7 advocacy. Defendants plainly know that API streaming on Shaka is explicitly encouraged by
8 Google: "Added Shaka player compatibility for Dash and HLS CEA608/CEA708. Shaka
9 player version 3.0 is used for validation testing." Transcoder API Release Notes,
10 <https://cloud.google.com/transcoder/docs/release-notes> (last accessed May 26, 2025).

11 **Sixth**, in falsely arguing that Withrow's Charts do not show that Shaka Player receives
12 data from Transcoder API and that Withrow must provide a justification for combining the
13 two instrumentalities, Defendants note that "Transcoder API and Shaka Player are completely
14 separate: one is offered as a commercial service by Google Cloud while the other is an open-
15 source player." Motion at 11. Despite repeatedly noting that Shaka Player is open-source,
16 Defendants conspicuously fail to explain the legal significance. That is because there is none.
17 *See, e.g., XimpleWare, Inc. v. Versata Software, Inc.*, No. 5:13-CV-05161-PSG, 2014 WL
18 2080850, at *7 (N.D. Cal. May 16, 2014) (finding adequate a complaint for direct
19 infringement of patents covering open source software). Defendants do not and cannot deny
20 that Google created Shaka Player and ExoPlayer and made them open source, just as they did
21 with their operating system, Android, for example. *See Oracle Am., Inc. v. Google Inc.*, 798 F.
22 Supp. 2d 1111, 1113 (N.D. Cal. 2011) (patent infringement case with Android as Accused
23 Instrumentality and noting its open-source format). In short, even if open source, Withrow
24 properly accused Defendants' multimedia players in combination with Defendants'
25 Transcoder API and Live Stream API.

26 **3. While the ICs state that discovery may reveal additional players**
27 **offered by Defendants, the ICs accuse Shaka Player and**
28 **ExoPlayer as representative examples.**

In arguing that Withrow accuses broad categories or limited, representative examples,

1 Defendants appear to intentionally misread Withrow’s ICs, extracting quotes out of context.
2 Motion at 12-13. Withrow does not “accuse[] Transcoder API in combination with two broad
3 unidentified categories of products.” Motion at 13.

4 First, as discussed, Withrow charts HLS- and MPEG-DASH-compliant Shaka Player
5 as a representative example of any HLS- or MPEG-DASH-compliant multimedia player
6 provided by Defendants *in combination with Transcoder API or Live Stream API*. At this
7 time, based on publicly available information, Withrow only is aware of Shaka Player and
8 ExoPlayer, but discovery may reveal that Defendants offer other players. Because the
9 multimedia player must be combined with Transcoder API or Live Stream API, this is not a
10 “broad category” but a specific identification of the alleged infringement. Defendants’ cases
11 do not hold otherwise. In *Oracle Am., Inc. v. Google Inc.*, the Court granted defendant
12 Google’s motion to exclude from an expert report Android devices that were not listed in the
13 plaintiff’s ICs. No. C 10-03561 WHA, 2011 WL 4479305, at *1-3 (N.D. Cal. Sept. 26, 2011).
14 Similarly, in *Geovector*, the Court found the ICs inadequate where they identified “Samsung
15 smart phones” with various features, all tablets, and various product lines. 2017 WL 76950, at
16 *5. These “categorical or functional” descriptions failed to meet the requirements of PLR 3-
17 1(b), however the Court noted that representative charts are permissible where the accused
18 products share the same critical characteristics. *Id.* at *5. Unlike here, those cases did not
19 involve a system of multiple components. Moreover, by charting the HLS and MPEG-DASH
20 standards along with the raw data, Withrow’s Charts show a “common infringing solution”
21 between Shaka Player and the other multimedia players. *Finjan*, 2015 WL 1517920, at *4.

22 Second, Defendants intentionally take the very last line of each Chart out of context to
23 argue that Withrow accuses “all Defendant servers.” The Charts are extremely clear based on
24 their provision of evidence (and their titles) that the two accused servers in the Accused
25 Instrumentalities are Transcoder API and Live Stream API. Defendants’ out-of-context quotes
26 refer only to one element of dependent Claim 8, and reads: “Thus, all Defendant servers (e.g.,
27 transcoders) and Google Players that use HLS infringe this claim.” The element there at issue
28 is the “access by wireless clients,” and Withrow offered the fact that the systems detailed

1 throughout the Charts were completed using a wireless connection as evidence that the
 2 element was met. *See* Chart 3 at 118; Chart 4 at 132; Chart 5 at 158. Although Withrow could
 3 have been more precise, this final statement means only that the server-player system—
 4 whether that system is Transcoder API (or Live Stream API) with Shaka Player or any other
 5 player offered by Defendants—infringes Claim 8 when it is done with a wireless connection.

6 **4. The Transcoder API Charts sufficiently map all limitations.**

7 Defendants assert that Charts 3 and 4 fail to map claim limitations (a) “multimedia
 8 objects are . . . received by said multimedia player from servers,” (b) “multimedia objects []
 9 are . . . received using a wireless connection,” and (c) “stored on a non-transitory computer
 10 readable medium.” As with the rest of Defendants’ argument, these assertions are meritless.

11 **a. “multimedia objects . . . are received by said multimedia players from
 12 servers”**

13 For this element, (Chart 3 at 19-22), Withrow “disclosed, to the extent of its present
 14 knowledge, where it believes the infringement lies.” *FusionArc*, 2007 WL 1052900, at *3.
 15 “The local rules do not ‘require the disclosure of specific evidence nor do they require a
 16 plaintiff to prove its infringement case . . . a [*sic*] patentee must nevertheless disclose what in
 17 each accused instrumentality it contends practices each and every limitation of each asserted
 18 claim to the extent appropriate information is reasonably available to it.” *Geovector*, 2017 WL
 19 76950, at *3. “What matters is whether the plaintiff has included enough information in the
 20 ICs to reveal its theory of infringement ‘on a claim by claim, element by element basis[.]’”
 21 *Blue Spike, LLC*, 2015 WL 335842, at *5. Withrow was unable to locate a publicly available
 22 document explicitly saying that the data is sent from a Google server, but it charted the best
 23 evidence it could find to reveal its theory of infringement. Moreover, as noted above, the URL
 24 in the supplied raw data throughout the Charts, “https://storage.googleapis.com/. . .” (*see, e.g.*,
 25 Chart 3 at 2, 4, 5, 7, 12, 17) makes clear that the data comes from Google’s API servers.
 26 Defendants’ criticisms are specious.

27 **b. “multimedia objects are . . . received using a wireless connection”**

28 Defendants complain that in support of this limitation, Withrow includes a “screenshot
 of what appears to be a personal hotspot along with the assertion that ‘[s]treaming from this

1 system was accomplished using a wireless connection.” Motion at 14-15. Withrow’s
 2 statement makes clear that the evidence supplied in the Charts comes from a wireless
 3 connection. Defendants purport not to understand what Withrow means by “this system.” *Id.*
 4 at 15. “This system” **obviously** references the system described and illustrated throughout the
 5 Charts, namely the interaction between the API and the multimedia player. Defendants are not
 6 “left guessing” unless they intentionally choose to read the Charts with their heads in the
 7 sand.

8 **c. “stored on a non-transitory computer readable medium”**

9 Withrow’s charts explain that streaming from the API to Shaka Player or ExoPlayer
 10 stored and executed on Google Pixel Phones and Tablets meets this limitation because those
 11 two Google media players are stored on Google hardware devices. Defendants rely on
 12 *Theranos, Inc. v. Fuisz Pharma LLC*, No. 11-cv-05236-YGR, 2012 WL 6000798 (N.D. Cal.
 13 Nov. 30, 2012) for their argument that a plaintiff may not rely on “information and belief” in
 14 its infringement contentions. *Theranos* is inapposite. In that case, and the cases on which it
 15 relies, (*id.* at *4-6), the infringement contentions were woefully inadequate throughout, and
 16 the “chart contain[ed] vague, conclusory, and confusing statements that do not satisfy the
 17 requirement that their identifications be ‘as specific as possible.’” *Id.* at *5. The plaintiff did
 18 not separately address each claim limitation, the substance was generic, and at least 6
 19 limitations were described “on information and belief” without any support whatsoever. *Id.* In
 20 contrast to Withrow’s detailed, 700+ pages of Charts supplying actual data and citations to
 21 standards, whereas in *Theranos* and *View Eng’g, Inc. v. Robotic Vision Systems, Inc.*, 208 F.3d
 22 981 (Fed. Cir. 2000), on which it relies, the plaintiff made almost no effort at all to investigate
 23 its allegations and map the claim limitations. Withrow’s identification of Defendants’
 24 physical devices provides Defendants reasonable notice of Withrow’s infringement theory.
 25 *Geovector*, 2017 WL 76950, at *3.

26 **B. Withrow’s ICs Adequately Chart Google’s Live Stream API.**

27 For the same reasons discussed above, the Live Stream API Chart is adequate. **First**,
 28 Defendants provide no support (nor could they) for their implicit argument that to properly

1 accuse the Live Stream API, Withrow must use the word “Livestream” or “Live Stream”
 2 throughout the Chart. As with the Transcoder Charts, the Live Stream Chart provides actual
 3 raw data from the implementation of Live Stream API with Shaka Player. **Second**, To the
 4 extent there is a “jumbled mixing and matching of Live Stream API with Shaka Player,” (*id.*
 5 at 16), that is only because (1) Defendants choose not to read the Charts carefully, and (2) the
 6 Asserted Claims require a media player (*e.g.*, Shaka Player or ExoPlayer) to receive, request,
 7 and play back data from a server (API). There is no “lumping.” *Id.* **Third**, Shaka Player is
 8 offered as a representative example because *any* media player offered by Defendants
 9 necessarily infringes when it uses Live Stream API. Chart 5 at 2. **Fourth**, for the same reasons
 10 as for Transcoder API above, all of the claim limitations are mapped.

11 **C. Withrow’s YouTube Charts Do Not Contain Extraneous Material.**

12 Defendants generally do not contest the adequacy of the YouTube Charts. Motion
 13 at 16. They do, however, assert that references to Shaka Player and ExoPlayer should be
 14 stricken because, they say, (1) Withrow has provided no evidence justifying their combination
 15 with YouTube, and (2) Withrow relies on broad categorical language regarding “any
 16 multimedia player.” *Id.* at 16-17. These assertions are meritless.

17 First, and again, Withrow need not offer a “justification” for the infringing
 18 combination. If infringement occurs as charted, it does not matter *why*, how often, or to what
 19 end, at least for the purposes of the ICs.

20 Second, YouTube, like, the Transcoder API with Shaka Player, is a **system**. There are
 21 YouTube players and YouTube servers. Defendants do not challenge Withrow’s contentions
 22 when YouTube’s server provides data to play a video on YouTube’s players. But, as Withrow
 23 states in its ICs, YouTube’s servers can also provide data to other multimedia players, (ECF
 24 No. 80-2 at 2), and when Defendants’ YouTube server thereby provides data to play a video
 25 on Shaka Player, that system infringes just as it would if it were on the YouTube player. For
 26 the same reasons discussed above, Shaka Player and ExoPlayer, as well as any other
 27 multimedia player provided by Defendants infringes when used with YouTube.
 28

D. “All Google Pixel Phones” and “All Google Pixel Tablets” Are Neither Broad Nor Open-Ended.

Defendants argue that Withrow’s contention that “all Google Pixel Phones” and “all Google Pixel Tablets” meet the “non-transitory computer readable medium” limitation of Claim 6 fails because Withrow does not identify “any specific Google Pixel Phones or Google Pixel Tablets.” Motion at 17. This identification is not a “list of categorical products.” *Id.*, citing *Uniloc USA, Inc. v. Apple Inc.*, No. C 18-00360 WHA, 2018 WL 3219486, at *3 (N.D. Cal. July 2, 2018). Rather, it is the charting of *all* such phones and tablets. In other words, Defendants infringe Claim 6 if their multimedia player (Shaka Player or ExoPlayer) is downloaded onto their device (Google Pixel Phone or Tablet) and uses data from their server (Transcoder or Live Stream API). Defendants seem to want Withrow to chart each Google Pixel Phone and Tablet even though Withrow has identified *all* such phones and tablets. The fact that *all* such devices are identified does not make the group broad or open-ended. Indeed, it does precisely what PLR 3-1 requires: it adequately puts Defendants on notice of which of its products Withrow identifies as practicing that claim element. Had Withrow identified “Google Pixel Phones” without the qualifier “all,” Defendants may have a point. That is what the Court held inadequate in *Uniloc USA-Apple*. 2018 WL 3219486, at *3 (rejecting “Apple tablets” but saying nothing about “all Apple tablets”).

Defendants’ throw-in argument that the ICs would still fail for not mapping each product to each limitation seems to be a rehashing of its mistaken argument that different elements cannot be supplied by or evidenced by distinct products. Motion at 17-18, citing *Uniloc 2017 LLC v. Apple, Inc.*, No. 19-cv-01929-EJD (VKD), 2020 WL 978678, at *3 (N.D. Cal. Feb. 28, 2020). That Shaka Player is downloaded onto a phone or tablet evidences the fact that it comprises “computer executable instructions stored on a non-transitory computer readable medium.” Claim 6.

E. ExoPlayer Is A Multimedia Player Provided By Google.

Defendants ask the Court to strike all references to ExoPlayer because, they say, Withrow does not show how ExoPlayer maps any claim limitations and is not in Withrow’s list of accused instrumentalities. Motion at 18. As explained, *any multimedia player provided*

1 by Defendants necessarily infringes the Asserted Claims if it uses data received from
 2 Defendants' APIs. Shaka Player is used as an example, but ExoPlayer is also provided by
 3 Defendants. Because both players use HLS and MPEG-DASH, there is no reason to provide
 4 identical charts for the two players.²

5 **F. Withrow Did Not Chart Google TV Only Because It Is Encrypted And**
 6 **Cannot Be Charted Without Discovery.**

7 Defendants argue that Withrow cannot have discovery into Google TV unless
 8 Withrow charts every element of Google TV. Motion at 18-19. But Withrow has explained
 9 several times that because the multimedia stream from Google TV is encrypted, Withrow
 10 cannot chart every element without discovery. See ECF No. 81. There can be no doubt, based
 11 on this Motion, that had Withrow charted Google TV with references to Withrow's
 12 "information and belief," Defendants would have asked the Court to strike those charts and
 13 stay discovery into Google TV. Defendants' Catch-22, in which Withrow cannot have
 14 discovery without complete charts but cannot provide complete charts without discovery, is
 15 not the law. See *id.* As such, the Court should deny Defendants' Motion to strike references to
 16 Google TV and grant Withrow's request to compel discovery (ECF No. 81).

17 **G. Alternatively, BSD Should Be Granted Leave To Amend.**

18 "Motions to strike initial infringement contentions are frequently treated as motions to
 19 compel amendment of the infringement contentions." *Uniloc 2017 LLC v. Apple Inc.*, No. 19-
 20 cv-01904-WHO, 2019 WL 8810168, at *10 (N.D. Cal. Dec. 16, 2019) (citing *FusionArc*,
 21 2007 WL 1052900, at *2 ("Case precedent recognizes such 'motions to strike' as requests that
 22 plaintiffs be compelled to amend their preliminary contentions to provide additional
 23 information."); *Blue Spike*, 2015 WL 335842, at *4 (same). If the Court finds the ICs
 24 inadequate, Withrow respectfully requests leave to amend.

25 **H. Defendants' Request To Stay Discovery Should Be Denied And Is Overbroad.**

26 Because the Charts are more than adequate, discovery should not be stayed. Despite
 27

28 ² Withrow is not currently aware of any additional multimedia players provided by Defendants.

1 knowing exactly what Withrow has accused and what Withrow seeks in discovery,
 2 Defendants play coy, pretending not to understand the extent of the case unless and until
 3 Withrow provides more detail than its 700+ pages of charts. Motion at 19. Even if that were
 4 so, and Withrow must amend its ICs, Defendants do not challenge the sufficiency of the ICs
 5 as to YouTube, so there is no reason to stay discovery as to YouTube. Motion at 2.
 6 Additionally, discovery should be permitted as to elements that Withrow cannot obtain
 7 publicly, *e.g.*, data from streaming Google TV. Thus, Defendants' request to stay discovery
 8 should be denied.

9 **V. CONCLUSION**

10 For the foregoing reasons, Withrow respectfully requests the Court deny Defendants'
 11 Motion to Strike.

12
 13 Dated: May 27, 2025

14 By: /s/ Francisco A. Villegas

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