IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Shenzhen Shokz Co., Ltd., *Plaintiff*, v. Shenzhen Wenming Technology Co., Ltd., guizhoushengxinhongshengshangmaoyouxiangongsi, Shenzhen Youbo Technology Co., Ltd., Shanghai Kushi Information Technology Co., Ltd., Suzhou Mojawa Intelligent Electronic Co., Ltd., MRNEIO LLC *Defendants*.	Case No. 1:24-cv-06717

DEFENDANT SUZHOU MOJAWA INTELLIGENT ELECTRONIC CO., LTD.'S OBJECTIONS AND RESPONSES TO PLAINTIFF SHENZHEN SHOKZ CO., LTD.'S FIRST SET OF INTERROGATORIES (NOS 1-16)

Defendant Suzhou Mojawa Intelligent Electronic Co., Ltd. ("Mojawa") hereby responds to Plaintiff Shenzhen Shokz Co., Ltd.'s ("Shokz") First Set of Interrogatories (Nos. 1-16) as follows:

GENERAL STATEMENT AND OBJECTIONS

1. Mojawa objects to each interrogatory, definition, and instruction to the extent that it seeks to impose duties or obligations on Mojowa beyond those set forth in the Federal Rules of Evidence, Federal Rules of Civil Procedure, the Civil Local Rules, the Protective Order that will be entered in this case, or any other applicable rules or agreements that the parties have or may enter into in this case.

2. The following responses are based on information available as of the date of these responses. Discovery is not yet complete, and these responses are therefore subject to revision.

It is anticipated that further discovery, investigation, and analysis may supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial changes, additions, or variations to the information set forth herein.

3. These responses are made solely for the purpose of discovery in this action. Nothing herein is intended to waive the following objections, which are expressly reserved: all objections as to competency, relevancy, authenticity, propriety, materiality, and admissibility of the subject matter of the interrogatories; all objections as to vagueness, ambiguity, or undue burden; all objections on any grounds as to the use of any information provided in response to these interrogatories; all objections on any grounds to any interrogatory for further responses to these or other interrogatories; and any and all other objections and grounds that would or could require or permit the exclusion of any document or statement therein from evidence, all of which are reserved and may be interposed at the time of trial.

4. No incidental or implied admissions are intended by the responses herein. The fact that Mojawa has answered or objected to an interrogatory should not be taken as an admission that Mojawa accepts or admits the existence of any "facts" set forth or assumed by such interrogatory. The fact that Mojawa has answered part or all of an interrogatory is not intended to be, and shall not be construed to be, a waiver by Mojawa of any part or any objection to any interrogatory.

5. Mojawa objects to each Interrogatory to the extent that it seeks information that contains confidential, proprietary, or trade secret information of third parties. If Mojawa agrees to provide information in response to such requests, it will only do so under the Protective Order

entered in this case, and all such responses will be subject to any consent required by third parties.

6. Mojawa objects to each Interrogatory, Definition, and Instruction to the extent it seeks information that is neither relevant to the subject matter of this action nor proportional to the needs of the case.

7. Mojawa objects to each Interrogatory to the extent that it is cumulative and duplicative of other forms of discovery that are more convenient and less burdensome. Mojawa further objects to each Interrogatory to the extent that it seeks to require Mojawa to do more than conduct an examination of those files or sources that reasonably may be expected to yield responsive information or an inquiry of those persons who reasonably may be expected to possess responsive information.

8. Mojawa objects to "Instructions" Paragraphs 1-16 as seeking to impose on Mojawa obligations that are overly broad, unduly burdensome, and not proportional to the needs of the case, as well as in addition to or inconsistent with those set forth in the Federal Rules of Civil Procedure, the Local Rules of this Court, and any other applicable rules or law.

9. Mojawa objects generally to the definition of the terms "Mojawa," "You," "Your," and "Defendant" as overly broad and unduly burdensome to the extent they include "parents, subsidiaries, affiliates, divisions, predecessors-in-interest, and successors-in-interest, including Suzhou Thor Electronic Technology Co., Ltd., and any principals or owners thereof, and any and all persons or entities who are or were controlled by or otherwise acting or purporting to act on behalf of any of the foregoing, or who are or were subject to the direction or control of any of the foregoing, including all present and former officers, directors, employees, researchers, scientists, developers, principals, owners, agents, attorneys, contractors, consultants,

subcontractors, and representatives of any of the foregoing." Mojawa will construe these terms to mean Defendant Suzhou Mojawa Intelligent Electronic Co., Ltd.

10. Mojawa objects to the definition of the term "Asserted Patents" as overly broad, unduly burdensome, and seeking irrelevant information, to the extent it includes any pa-tent other than those currently asserted by Shokz in this action. Mojawa will construe this term to mean U.S. Patent Nos. 11,197,084 and 11,310,582.

11. Mojawa generally to the definition of the term "Accused Products" as vague, ambiguous, and overly broad to the extent it includes any products not specifically identified in Shokz's Initial Infringement Contentions served on January 16, 2025.

12. Mojawa objects to the definition of the term "Substantially Similar Products" as overly broad, unduly burdensome, and neither relevant nor proportional to the needs of the case to the extent it seeks information regarding products not specifically identified in Shokz's Initial Infringement Contentions. Mojawa will interpret this term to mean the products accused of infringement in Shokz's Initial Infringement Contentions.

13. Mojawa objects to the definition the term "Document" to the extent that it purports to impose burdens on Mojawa greater than, inconsistent with, or not authorized by, the Federal Rules of Civil Procedure, the Civil Local Rules and the Patent Local Rules, the Protective Order that will be entered in this case, and any E-Discovery Order that may be entered in this case.

14. Mojawa objects generally to these interrogatories to the extent that they request the identification of "all" documents relating to a particular subject matter on the grounds that such a request is overly broad and unduly burdensome, and neither relevant nor proportional to

the needs of the case. Unless otherwise indicated, Mojawa will produce documents sufficient to show or disclose the requested information.

15. Mojawa objects generally to the temporal scope of the interrogatories as overly broad, unduly burdensome, and neither relevant nor proportional to the needs of the case to the extent that they do not contain any reasonable or appropriate temporal limitation.

16. Mojawa objects generally to these interrogatories to the extent that they seek a legal conclusion or expert opinion. Mojawa will provide its responses to contention interrogatories and disclose expert opinions, analysis and testimony on dates mutually agreed upon by the parties.

17. Mojawa objects generally to these interrogatories to the extent that they seek information already in Shokz's possession or that is equally available to Shokz from public sources.

18. Mojawa objects generally to these interrogatories to the extent they seek information or documents protected by the attorney-client privilege, the attorney work product immunity doctrine, joint defense or common interest privilege, or any other applicable law, protection or doctrine. Nothing herein is intended to be or should be construed as a waiver of the attorney-client privilege, the attorney work product protection or any other applicable privilege, protection, or doctrine.

19. Mojawa objects generally to these interrogatories to the extent they seek information or documents that contain confidential, proprietary or trade secret information of third parties. Any provision of such third-party confidential information will be subject to any consent required by third parties.

20. The General Statement and Objections shall be deemed to be incorporated in full to each response set forth below, and any statement of intent to produce information contained in any such response is subject to the limitations, objections, and exceptions set forth herein.

Subject to the foregoing General Statement and Objections, Mojawa responds as follows:

INTERROGATORIES

INTERROGATORY NO. 1:

For each of the Accused Products and the Substantially Similar Products that You make, design, sell, import, export, or offer to sell, identify: (i) the internal and external names and model numbers for each of the Accused Products and the Substantially Similar Products; (ii) the Entity that manufactured the product(s) identified in (i); (iii) the Entity that designed the product identified in (i); and (iv) the corresponding internal and external names and model numbers for each product identified in (i) by You and the Entities identified in (ii) and (iii).

RESPONSE TO INTERROGATORY NO. 1:

Mojawa incorporates by reference its General Statement and Objections as though fully set forth herein. Mojawa objects to the term "Substantially Similar Products" as overly broad, unduly burdensome, and neither relevant nor proportional to the needs of the case to the extent it seeks information regarding products not specifically identified in Shokz's Initial Infringement Contentions. Mojawa objects to this Interrogatory to the extent that it seeks information that contains confidential, proprietary, or trade secret information of third parties. If Mojawa agrees to provide information in response to this Interrogatory, it will do so under the Protective Order entered in this case, and such information will be subject to any consent required by third parties. Mojawa objects to this Interrogatory to the extent it seeks information or documents protected by the attorney-client privilege, the attorney work product immunity doctrine, joint defense or common interest privilege, or any other applicable law, protection or doctrine.

reasonable or appropriate temporal limitation. Mojawa objects to this Interrogatory to the extent that it seeks information that contains confidential, proprietary, or trade secret information of third parties. If Mojawa agrees to provide information in response to this Interrogatory, it will do so under the Protective Order entered in this case, and such information will be subject to any consent required by third parties. Mojawa objects to this Interrogatory to the extent it seeks information or documents protected by the attorney-client privilege, the attorney work product immunity doctrine, joint defense or common interest privilege, or any other applicable law, protection or doctrine.

Subject to and without waiver of the foregoing general and specific objections, Mojawa responds as follows: Pursuant to Federal Rule of Civil Procedure 33(d), Mojawa identifies the document bearing Bates No. MOJAWA0008103 as containing information responsive to this Interrogatory.

Mojawa reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 7:

Separately, for each Asserted Patent, describe in detail when and how You first became aware of that Asserted Patent or its patent application including, but not limited to, identifying all Documents and Communications, either internal or with any third party, concerning that awareness. Your response should also include, but not be limited to: (i) an explanation of the circumstances surrounding Your acquisition of such awareness; (ii) an identification of the person(s) who first became aware of each Asserted Patent or its patent application and the source of such awareness (person, document, or otherwise); and (iii) an identification of Your

employees, officers, or directors that were aware of each Asserted Patent or its patent application prior to the filing of the Complaint.

RESPONSE TO INTERROGATORY NO. 7:

Mojawa incorporates by reference its General Statement and Objections as though fully set forth herein. Mojawa objects to this Interrogatory as containing multiple subparts that should be propounded, numbered, or counted as separate interrogatories in accordance with Fed. R. Civ. P. 33. Mojawa objects to the phrase "all Documents and Communications" as overly broad and unduly burdensome. Mojawa objects to this Interrogatory to the extent it seeks a legal conclusion or expert opinion. Mojawa will disclose expert opinions, analysis, and testimony on dates mutually agreed upon by the parties. Mojawa objects to this Interrogatory to the extent that it seeks information that contains confidential, proprietary, or trade secret information of third parties. If Mojawa agrees to provide information in response to this Interrogatory, it will do so under the Protective Order entered in this case, and such information will be subject to any consent required by third parties. Mojawa objects to this Interrogatory to the extent it seeks information or documents protected by the attorney-client privilege, the attorney work product immunity doctrine, joint defense or common interest privilege, or any other applicable law, protection or doctrine.

Subject to and without waiver of the foregoing general and specific objections, Mojawa responds as follows: Mojawa incorporates by reference its Answer to Shokz's Complaint. Dkt. No. 35. Mojawa further responds that it first became aware of the Asserted Patents on or around August 4, 2024, when Co-Defendant MRNEIO LLC was served and notified Mojawa about the instant litigation and Asserted Patents.

Mojawa reserves the right to amend or supplement this response as discovery and inquiry continue.

INTERROGATORY NO. 8:

Explain in detail all communications, either written or oral, that allege or discuss infringement/noninfringement, validity/invalidity, or enforceability/unenforceability of any of the Asserted Patents, including, without limitation: (i) each communication where You were notified of any alleged infringement of the Asserted Patents; (ii) each communication sent in response to the communication described in (i); and (iii) all subsequent communications sent to any party relating to any communications identified in (i) and/or (ii).

RESPONSE TO INTERROGATORY NO. 8:

Mojawa incorporates by reference its General Statement and Objections as though fully set forth herein. Mojawa objects to this Interrogatory as containing multiple subparts that should be propounded, numbered, or counted as separate interrogatories in accordance with Fed. R. Civ. P. 33. Mojawa objects to the phrase "all communications" as overly broad and unduly burdensome. Mojawa objects to this Interrogatory to the extent it seeks a legal conclusion or expert opinion. Mojawa will disclose expert opinions, analysis, and testimony on dates mutually agreed upon by the parties. Mojawa objects to this Interrogatory to the extent that it seeks information that contains confidential, proprietary, or trade secret information of third parties. If Mojawa agrees to provide information in response to this Interrogatory, it will do so under the Protective Order entered in this case, and such information will be subject to any consent required by third parties. Mojawa objects to this Interrogatory to the extent it seeks information or documents protected by the attorney-client privilege, the attorney work product immunity

are then distributed electronically and stamped with "Controlled Documents" seal during distribution. When a controlled document is replaced with a new version, the document control center shall collect the old version of the document and keep a record of the collection. The collected old documents shall be stamped with the "void" seal by the document control center. This policy and procedure is described in further detail in the document bearing Bates No. MOJAWA0008260.

Mojawa reserves the right to amend or supplement this response as discovery and inquiry continue.

Dated: February 28, 2025

Respectfully Submitted,

By: *Shaobin Zhu*

Shaobin Zhu (WA-59747)
shaobin.zhu@us.dlapiper.com
DLA PIPER LLP (US)
701 Fifth Avenue, Suite 6900
Seattle, WA 98104
Tel: 206.839.4894
Fax: 206.494.1794

Matthew Satchwell (Bar No. 6290672)
matthew.satchwell@us.dlapiper.com
DLA PIPER LLP (US)
444 West Lake Street, Suite 900
Chicago, IL 60606
Tel: 312.368.2111
Fax: 312.731.4403

***Attorneys for Defendant* SUZHOU MOJAWA INTELLIGENT ELECTRONIC CO., LTD.**

CERTIFICATE OF SERVICE

I, Shaobin Zhu, hereby certify that on February 28, 2025, a copy of the foregoing was served on all counsel of record via electronic mail.

/s/ Shaobin Zhu
Shaobin Zhu

1616780713