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HAROLD LAIDLAW

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June 13, 2025

VIA EMAIL ONLY (lspencer@desmaraisllp.com)

Leslie Spencer
Desmarais LLP
230 Park Avenue
New York, NY 10169

RE: Quicker Connections LLC v. Cisco Systems, Inc., 2:24-cv-01074-RWS-RSP (EDTX)

Dear Leslie:

In order to facilitate production of documents pursuant to the Local Rules of the Eastern District of Texas, the Federal Rule of Civil Procedure 26, Local Rule CV-26(d) and Patent Rule 3-4, and the terms of the Discovery Order and E-Discovery Order agreed upon by the parties, Quicker Connections LLC, identifies below the categories of documents that should be included in Defendant's document production.

The below categories of documents are not meant to be exhaustive. As you know, the Model Discovery Orders in patent cases in the Eastern District of Texas including the Discovery Order in this case, obviate the need for formal requests for production. Instead, the parties are to provide all relevant documents. Thus, any relevant documents that do not fit within a particular category of documents listed below must still be produced.

As always, we are happy to meet and confer to discuss Cisco's document production.

Yours,

/s/Harold Laidlaw

1. All documents that Quicker Connections requests to be identified in its interrogatories or requests for admission, as well as any documents that support, relate to, or form the basis for Cisco's responses to interrogatories or requests for admission in this case.
2. All documents or communications Cisco intends to use or rely upon at trial.
3. All documents that Cisco is relying on to interpret the meaning of any claim language of the Asserted Patents or intends to use in connection with claim construction, including at any claim construction hearing in this action.
4. All documents relating to any meeting, discussion, or communication with any third party, or any non-party (including or suppliers of any hardware or software used in the Accused

Instrumentalities) concerning this action, the Asserted Patents, any patents related to the Asserted Patents, or to the subject matter of the claims thereof.

5. Documents sufficient to show the corporate structure, formation and organization of each Cisco entity, including the parent/subsidiary relationships among Cisco-affiliated entities.
6. Documents and things sufficient to identify the corporate organizational or hierarchical structure of Defendant Cisco Systems, Inc. (“Defendant”, “Cisco”, or “you”) and any parents, subsidiaries, affiliates, and other related entities as it relates to the design, development, manufacture, marketing, and sale of the Accused Instrumentalities, including without limitation, management and organization charts identifying the names, titles, and roles of individuals responsible for decision-making related to developing, manufacturing, marketing, use, and sale and/or make available the Accused Instrumentalities. Documents produced should include Cisco’s organizational structure for: (a) engineering, design, and research and development; (b) manufacturing, fabrication, and assembly; (c) distribution, exportation, and importation; and (d) marketing and sales of the Accused Instrumentalities.
7. Documents sufficient to identify all persons involved in the design, development, operation, testing and/or maintenance of the Accused Instrumentalities, including each version, prototype, or model thereof.
8. All Documents and things identifying each Accused Instrumentality, including each version thereof, that has been made, used, offered for sale, sold, imported, or imported for sale in the United States, or will be made, used, offered for sale, sold, imported, or imported for sale in the United States, from December 24, 2018 to the present and through October 2026.
9. For each Accused Instrumentality, as well as for its known, planned, or contemplated successors and similar Defendant goods, Documents and Things sufficient to identify all nomenclature used for such Accused Instrumentality, including its commercial name; trademark and trade name; its complete product code and model number; its version number and software versions; all internal names, code names, product names, and project names Cisco uses or has used to refer to the good, product, device, article, or other item or any component thereof, as well as any corresponding publicly known designation for those products or components; and any other means used to identify the Accused Instrumentality.
10. All Documents and things identifying all of Defendant’s Products containing the Accused Instrumentalities, and all Documents and things concerning the design, structure, function, operation, and/or implementations of the same, including, but not limited to, the final schematics, technical drawings, cross-section diagrams, product specifications, product catalogues, service manuals, promotional and marketing materials, flow charts, and/or block diagrams.
11. All Documents and things concerning the making, using, offering for sale, selling, importing, or importing for sale in the United States by Cisco or any of Cisco’s employees, agents, servants, affiliates, partners, licensees, subsidiaries, or authorized representatives, of any of the Accused Instrumentalities and their components, including without limitation, Documents and things that concern the Date each such Product or component was first made, used, offered for sale, sold, imported, or imported for sale in the United States; the total units of each such Product or component made, used, offered for sale, sold, imported, or imported for sale in the United States

to date; the Date each such Product was first received by Cisco or Cisco's affiliates in the United States; and, if applicable, the Date such shipment of Products or components ceased.

12. Documents and things sufficient to identify the role of Defendant or of any third party in the research and development, design, manufacture, marketing, sale, and/or importation into the United States of the Accused Instrumentalities.
13. All Documents and things identifying, for each Accused Instrumentality, the average sales price to every unrelated customer (i.e. customer who is not Cisco's affiliate), in U.S. dollars, for each month since December 24, 2018.
14. All Documents and things identifying, for each of Cisco's products that use, embody, or comprise any of the Accused Instrumentalities, Cisco's average purchase price or manufacturing cost, as applicable, in U.S. dollars, for each month since December 24, 2018.
15. All documents that relate to or reflect your advertising, marketing, or promotion of the Accused Instrumentalities, including, but not limited to, videos, television advertisements, websites, branding, or sales efforts by or for Cisco.
16. All Documents and things identifying (1) the markets in which the Accused Instrumentalities participate, and (2) Cisco's market share in the respective markets in which the respective Accused Instrumentalities are offered, including both software and hardware components, on a quarterly basis since December 24, 2018.
17. All Documents and things identifying the respective market share of each of the other market participants, i.e., participants who are not affiliated with Cisco, in the networking platform market or any other market in which the Accused Instrumentalities participate, including both software and hardware on a quarterly basis since December 24, 2018.
18. All of Cisco's quarterly and annual financial statements, investor presentations, and board presentations from December 24, 2018 to the present, that reference profitability, feature monetization strategies, and Cisco's market performance for or relating to the Accused Instrumentalities.
19. All documents related to the pricing of features of the Accused Instrumentalities, including pricing strategies, market analysis, internal evaluations, and consumer willingness-to-pay analysis, and how revenue is allocated between the features Accused Instrumentalities, including any records showing whether features are bundled or sold separately.
20. Documents and things sufficient to identify any present or former director, officer, employee, agent, servant, affiliate, licensee, subsidiary, or authorized representative, including but not limited to any attorney, accountant, private investigator, or consultant; any proprietorship, joint venture, partnership, or other business cooperation involving Cisco, and any predecessors-in-interest, representatives, and successors-in-interest, that: are or have been engaged in the use, research, design, development, engineering, manufacture, assembly, testing, marketing, distribution, customer support, importation into the United States, or sale of the Accused Instrumentalities; any Person or entity acting or purporting to act on behalf of Cisco; and any others who are in possession of or on behalf of Cisco have information or knowledge or material relevant to this action.

21. Documents and things sufficient to identify the relationship between all people and entities involved, as well as each entity's location and each entity's role, in the development, research, design, engineering, assembly, customer support, customer usage, creating technical documentation, manufacturing, original device manufacturing, fabrication, testing, packaging, distribution, marketing, promotion, use, sale, importation into the United States, sale for importation into the United States, or sale after importation in the United States of the Accused Instrumentalities, including the legal relationships between such entities, why those entities were chosen, all contractual agreements, duration of any relationship(s), start and end Dates of any relationship(s), and any ownership interests.
22. All Documents and things concerning testing performed by Cisco or at Cisco's direction pertaining to the Accused Instrumentalities.
23. All Documents and things concerning or reflecting any indemnification agreements between or among Cisco and all entities involved in the development, manufacturing, fabrication, testing, packaging, distribution, marketing, promotion, use, sale, importation into the United States, sale for importation into the United States, and/or sale after importation in the United States of the Accused Instrumentalities.
24. All Documents and things concerning the design, structure, function, operation, and/or implementation of each Accused Instrumentality including, but not limited to, schematics, technical drawings, cross-section diagrams, product specifications, data sheets, source code, product catalogues, service manuals, test descriptions and results, promotional and marketing materials, flow charts, and/or block diagrams.
25. All Documents and things concerning the design, structure, function, operation, and/or implementation of any component used in the Accused Instrumentalities, including, but not limited to, schematics, technical drawings, cross-section diagrams, product specifications, data sheets, source code, test descriptions and results, product catalogues, service manuals, promotional and marketing materials, flow charts, and/or block diagrams.
26. All Documents and things concerning competitive intelligence related to, or comparison of any Accused Instrumentality to other Products or components.
27. All Documents and things concerning Cisco's competitive intelligence practices and procedures.
28. All Documents and things concerning research and development performed by Cisco or at Cisco's direction involving or in any way pertaining to the Accused Instrumentalities.
29. All Documents and things concerning the final bills of materials ("BOMs") for each Accused Instrumentality.
30. All Documents and things identifying all customers who purchased each Accused Instrumentality since December 24, 2018 and all Documents and things identifying the monthly volume of units of each Accused Instrumentality sold to each customer, the revenues received from the sales of each Accused Instrumentality, the other Products or services that customer purchased from Cisco, and the revenues Cisco received for those other Products or services.

31. Documents sufficient to describe, in detail, the forecasted and actual quarterly unit sales, revenue, costs, and profits for each of the Accused Instrumentalities from December 2018 to the present. These documents should also describe subscription-based and recurring revenue (if any) for each feature of the Accused Instrumentalities. These documents should also include detailed breakdowns of cost of goods sold (including manufacturing and supplier costs), per-unit costs for each feature of the Accused Instrumentalities, as well as sales and distribution costs, marketing costs, general and administrative costs, and research and development expenses related to the Accused Instrumentalities. Additionally, the documents should describe how revenue is attributed to features, including without limitation those implicated by the Patents-in-Suit.
32. For each of the Accused Instrumentalities, documents sufficient to identify each of Cisco's suppliers responsible for supplying components, software, or services that form part of the Accused Instrumentalities or otherwise enable performance of the methods covered by an Asserted Patent.
33. For each of Accused Instrumentalities, all documents discussing or referencing the quality, value, user acceptance, consumer demand, reliability, performance, or benefits of any features or functionalities implicated by the Patents-In-Suit. These documents should include consumer feedback, internal reports, competitive benchmarking, and studies analyzing or otherwise addressing these features, as well as communications praising, criticizing, or otherwise assessing their market reception and functionality.
34. All Documents and things concerning, supporting, or refuting Cisco's contention that any of the Asserted Claims are invalid for failure to satisfy one or more of the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112, including, without limitation, prior art references Cisco contend are relevant to the Asserted Claims' validity, and all Documents, tests, experiments, or data concerning any such contentions, or to which Cisco referred to in preparing Cisco's Invalidity Contentions, or on which Cisco intend to rely to support any contention of invalidity.
35. All Documents and things Cisco contends show the level of ordinary skill in the art in the field of the Asserted Patents.
36. All Documents and things concerning any communications Cisco or Cisco's counsel have or have had with any Person currently or formerly affiliated with any prior art references Cisco identifies or have identified in connection with this action or the Patents-in-Suit.
37. All Documents and things concerning any claimed invention of the Patents-in-Suit, or any Product that embodies or uses any such invention, that Cisco contend supports, refutes, or in any way affects any secondary considerations of non-obviousness analysis promulgated in *Graham v. John Deere Co.*, 383 U.S. 1 (1966) (e.g., the prior need in the industry for such a device; the inability or failure of others to produce it; its commercial success, skepticism in the industry or from experts; achieving unexpected results; and copying or infringing in the industry), including without limitation Documents and things concerning any praise, criticism, or discussion regarding the significance of any claimed invention of the Asserted Patents, or any Product that embodies or uses any such invention.
38. All documents referring or relating to any evaluation, analysis, review, monitoring, testing, or investigation of any of the Asserted Patents, including, without limitation, documents referring or

relating to whether any Accused Instrumentality does or does not infringe any claim of any Asserted Patent.

39. All Documents and things concerning or supporting Cisco's contention that any of the Accused Instrumentalities do not infringe the Asserted Claims, whether directly, contributorily, and/or by inducement (either literally or under the doctrine of equivalents), including without limitation all Documents, tests, experiments, or data concerning any such contentions, or on which Cisco intends to rely in support of Cisco's contentions of noninfringement.
40. All Documents and things concerning or supporting Cisco's contention that Cisco do not infringe any valid and enforceable claim of the Patents-in-suit, as averred in Cisco's First Defense in its Answer.
41. All Documents and things concerning or supporting Cisco's contention that plaintiff's claims for relief are barred, in whole or in part, by operation of the applicable statutes that limit damages and other relief, including but not limited to, 35 U.S.C. §§ 286, 287, and 288, as averred in Cisco's Third Defense in its Answer.
42. All Documents and things concerning or supporting Cisco's contention that plaintiff's claims are barred by 28 U.S.C. § 1498 by way of relation to use or manufacture of the alleged inventions of the Patents-in-Suit by or for the United States, as averred in Cisco's Fourth Defense in its Answer.
43. All Documents and things concerning or supporting Cisco's contention that plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, acquiescence, laches, estoppel, implied license, patent misuse, and/or unclean hands, as averred in Cisco's Fifth Defense in its Answer.
44. All Documents and things concerning or supporting Cisco's contention that plaintiff is estopped based on amendments, statements, representations, and admissions made during prosecution of the applications that led to the Patents-in-Suit, and applications related to the Patents-in-Suit, from asserting any interpretation of the claims of the Patents-in-Suit that would be broad enough to cover any of Cisco's products or methods alleged to infringe the Patents-in-Suit, including assertions under the doctrine of equivalents, as averred in Cisco's Sixth Defense in its Answer.
45. All Documents and things concerning or supporting Cisco's contention that plaintiff's claims for patent infringement under the doctrine of equivalents are precluded, in whole or in part, by the doctrine of ensnarement, as averred in Cisco's Sixth Defense in its Answer.
46. All Documents and things concerning or supporting Cisco's contention that plaintiff is not entitled to injunctive relief and/or that Quicker Connection's claims for injunctive relief are barred, in whole, or in part, by the doctrines of laches and/or unclean hands, as averred in Cisco's Seventh Defense in its Answer.
47. All Documents and things concerning or supporting Cisco's contention that Cisco's infringement was not willful, as averred in Cisco's Eight Defense in its Answer.
48. All Documents and things concerning or supporting Cisco's contention that any of the Accused Instrumentalities or plaintiff's claims are subject to express and/or implied license, as averred in Cisco's Ninth Defense in its Answer.

49. All Documents and things concerning or supporting Cisco's contention that any of the Accused Instrumentalities do not infringe by way of the Reverse Doctrine of Equivalents, as averred in Cisco's Tenth Defense in its Answer.
50. All Documents and things concerning or supporting any affirmative defenses that Cisco has asserted or may assert in This action, or any other reason Defendant asserts that damages should not be awarded in this action, including without limitation all documents, tests, experiments, or data concerning any such contentions.
51. All Documents and things concerning the appropriate amount of damages to be awarded in This action, including without limitation all Documents and things you intend to rely on in showing the appropriate amount of damages.
52. All Documents and things concerning any analysis or efforts by Cisco to design around the Patents-in-Suit.
53. All Documents and things concerning any acceptable and available non-infringing alternatives Cisco contends exist, including without limitation, documents and things to show the cost to Cisco and the time associated with implementing any such alternatives.
54. All Documents and things concerning the Patents-in-Suit, or any patents, patent applications, or counterparts thereof related to the Patents-in-Suit. Including but not limited to any documents evidencing awareness by Cisco or Cisco personnel of the Patents-In-Suit prior to the filing of the present action on December 24, 2024.
55. All documents relating to when and how Cisco first became aware of or received notice of each of the Asserted Patents including, without limitation, any documents reflecting the earliest date and circumstances of such awareness or notice, as well as any related communications or actions taken in response.
56. All Documents and things identifying all downstream products, whether or not made by Defendants, that incorporate any of the Accused Instrumentalities.
57. All Documents and things concerning the role, function, or services Cisco perform after an Accused Instrumentality has been qualified for inclusion in a downstream product, including without limitation customer support, repair, replacement, warranty, research and development, or any other role, function, or service.
58. All Documents and things evidencing or relating to Cisco's awareness of the Patents-In-Suit or of any products practicing them (whether or not within the United States), including of any Orckit-Corrigent Products bearing an indication of the practice of the Patents-in-suit (*See Dkt. 30*, First Amended Complaint ¶¶ 24-26, (listing '264, '859, and '399 Patents)).
59. All Documents and things concerning any analysis, opinion, inquiry, or consideration regarding infringement, noninfringement, validity, or invalidity of any claim of any of the Patents-in-Suit, including without limitation:
 - a. any investigations performed by or on behalf of Cisco, Cisco's partners, Cisco's licensors, Cisco's customers, Cisco's resellers, and/or Cisco's affiliates.

- b. All documents referring or relating to any communications, searches, investigations, opinions, or evaluations concerning the novelty, operability, patentability, validity, enforceability, infringement, claim construction, scope, or value of any of the Asserted Patents, including all documents and things identified or considered during the searches, investigations, opinions, or evaluations.
- 60. All Documents, including any statements or reports, provided to or received from any expert witness who has offered or may offer any opinion or who has at any time been designated to offer any opinion concerning any of the Asserted Patents or the Accused Instrumentalities in relation to the Patents-in-Suit.
 - 61. All Documents and things concerning prior testimony (including, but not limited to, deposition transcripts, trial transcripts, and affidavits) from any witness Cisco identify as having relevant knowledge in any of Cisco's discovery responses or whose testimony Cisco intend to rely on in This action.
 - 62. All Documents and things identifying Cisco's policies regarding the retention, disposal, and destruction of Documents, including without limitation any litigation holds or other steps taken to preserve information, implemented since notice of This action.
 - 63. All Documents and things concerning when Cisco first became aware of each of the Patents-in-Suit.
 - 64. All Documents and things related to any licenses, settlement agreements, covenants-not-to-sue, technology transfer agreements or any other agreements or contracts providing any rights to patents or technologies ("Agreements") entered into by Cisco, or of which Cisco are aware, that relate to any patent or patent application (from any jurisdiction or nationality) that (i) relates to each of the Accused Instrumentalities or technology similar to the features set forth in Plaintiff's Infringement Contentions for each of the Accused Instrumentalities, or that (ii) Cisco contend is comparable to a license that Cisco and Plaintiff would have agreed to in a hypothetical negotiation in this case.
 - 65. All agreements in which Cisco has granted, acquired, or received intellectual property rights related to networking products, including patent license agreements, technology transfer agreements, indemnification agreements, and settlements, excluding end-user license agreements.
 - 66. All documents referring or relating to any agreement in which Cisco has granted, acquired, or received intellectual property rights related to networking products, including proposals, term sheets, letters of intent, draft agreements, executed agreements, renewals, amendments, sublicenses, communications, and negotiation materials.
 - 67. All internal analysis, studies, reports, presentations, or assessments performed by Cisco related to the costs, benefits, or strategic considerations of licensing or otherwise acquiring or granting rights to intellectual property related to Cisco's networking products and any related systems or methods.
 - 68. All documents relating to Cisco's policies, practices, procedures, or internal guidelines concerning intellectual property management, licensing (including cross-licenses), royalties, royalty structures, indemnification practices, or intellectual property strategy.

69. All Documents and things constituting, identifying, describing, concerning, or referencing Cisco's corporate licensing policies with respect to the Accused Instrumentalities or Patents-in-Suit.
70. All documents, policies, guidelines, manuals, or records referring or relating to Cisco's document, file, data, or record retention or destruction policies.
71. All Documents and things that Cisco contends are relevant to a determination of a reasonable royalty in this case.
72. Documents and things sufficient to identify the location of manufacture of all Accused Instrumentalities and their components.
73. All Documents and things discussing or referring to Plaintiff, the Patents-in-Suit, any of the named inventors of the Patents-in-suit, or any other patents naming as inventors any of the inventors of the Patents-in-Suit, and/or to the present action.
74. All Documents and things concerning Cisco's licensing or product negotiations with the Plaintiff.
75. All Documents and things mentioning, concerning, or referencing any Person identified by Plaintiff in Plaintiff's Initial Disclosures, and any supplement thereto.
76. All Documents and things identifying, describing, concerning, or referencing Cisco's corporate policies and actual practices regarding patent searches, product clearances, right to use opinions, or other mechanisms, if any, to obtain licenses prior to general commercial availability of Products so as to avoid infringement of patents, such as the Patents-in-Suit.
77. All documents concerning how shelf and/or slave unit (including but not limited to ONT units) addresses and ports (including but not limited to IP addresses and TCP ports) are assigned or may be assigned with respect to those Cisco products or instrumentalities accused of infringing the '943 Patent, as identified in plaintiff's infringement contentions and/or interrogatories, including but not limited to:
 - all series of Catalyst Passive Optical Network Series Switches
 - The Cisco CGP-OLT Series
 - The Cisco CGP-ONT Series
 - The Cisco 10G Routed PON Family
 - The Cisco NCS 540 Series
 - The Cisco NCS5500 Series
 - The Cisco NCS 5700 Series

Such documents should also include any explanations of NAT (Network Address Translation) and/or other forms of internal or external addressing of particular shelf or slave units by means of address and/or port assignment or adjustment.

Should you have any questions or concerns regarding this letter, please do not hesitate to contact me.



Leslie Spencer
June 13, 2025
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RE: *QUICKER CONNECTIONS LLC V. CISCO SYSTEMS, INC.*, 2:24-CV-01074

Very truly yours,

/s/ Harold Laidlaw

Harold S. Laidlaw

New York Bar No. 5344296

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