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June 16, 2025

Via Email

Erick S. Robinson
Brown Rudnick LLP
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Houston, TX 77002
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Re: *Quicker Connections LLC v. Cisco Systems, Inc.*
Civil Action No. 2:24-cv-01074-JRG

Dear Erick:

This letter concerns Plaintiff Quicker Connections LLC's ("QC's") discovery obligations. Independent of this letter, QC has an obligation under the Court's Discovery Order (D.I. 34 at 3) and consistent with Fed. R. Civ. P. 26 and Local Rule CV-26(d) to produce "all documents, electronically stored information, and tangible things in the possession, custody, or control of the party that are relevant to the pleaded claims or defenses involved in this action, except to the extent these disclosures are affected by the time limits set forth in the Patent Rules for the Eastern District of Texas."

Cisco provides herein a non-exhaustive list of relevant categories of Documents and information. This letter adopts the definitions found in Cisco's First Set of Interrogatories to Plaintiff, served on June 5, 2025. Cisco expects QC's production to comply with the Court's Discovery Order, Fed. R. Civ. P. 26, and Local Rule CV-26(d) regardless of whether such a Document with relevant information is specifically listed below.

1. All Documents and Communications relating to any Patent-in-Suit, Related Patent, or patent application related to any Patent-in-Suit or Related Patent, including any foreign patent or foreign patent application related to any Patent-in-Suit.
2. All Documents relating to the prosecution of (1) the applications that led to any Patent-in-Suit; (2) or any application related to any Related Patent; and (3) any other proceedings before the U.S. Patent and Trademark Office, or any patent office, involving any Patent-in-Suit or Related Patent, including but not limited to any *inter partes review*, reexamination or opposition proceedings.
3. All Documents relating to the conception, reduction to practice, diligence in reducing to practice, notebooks, studies, reports, research, development, testing, modification, and experimental use of any subject matter disclosed or claimed by any Patent-in-Suit, including

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Documents sufficient to identify all people involved and the contribution of each Person involved in the conception, reduction to practice, research, design, development, or testing of the technology disclosed or claimed in the Patents-in-Suit.

4. All Documents relating to the patentability, validity, invalidity, enforceability, unenforceability, scope, or interpretation of each Patent-in-Suit, including without limitation, any prior art, patentability, novelty, validity, enforceability, and/or infringement search, study, analysis, evaluation, investigation (including any pre-suit investigation pertaining to this Action), or opinion related to any of the subject matter disclosed or claimed by any of the Patents-in-Suit.
5. All Documents relating to, obtained from, or authored by any of the named inventors on any of the Patents-in-Suit regarding any technologies allegedly described in the Patents-in-Suit or accused of infringement in the Accused Instrumentalities, including but not limited to Documents regarding or relating to Network Address Translation (NAT), Network Address Port Translation (NAPT), Port Address Translation (PAT), Simple Network Management Protocol (SNMP), get and set commands, network management software, Hot Standby Router Protocol (HSRP), Virtual Router Redundancy Protocol (VRRP), Virtual Local Area Network (VLAN), VLAN Trunking Protocol (VTP), Service VLAN (SVLAN), Multicast VLAN Registration (MVR), Digital Subscriber Line Access Multiplexer (DSLAM) systems, Asynchronous Transfer Mode (ATM), Inverse Multiplexing for ATM (IMA), Media Access Control (MAC) Addresses, Resilient Packet Ring (RPR) network topologies, Spatial Reuse Protocol (SRP), Bidirectional Line Switched Rings (BLSR), Synchronous Optical Networking (SONET), masking/subnet masks, Resource Reservation Protocol (RSVP), RSVP-TE, Label-Switched Path (LSP) tunnels, and Explicit Route Objects (ERO).
6. Documents sufficient to describe the ownership, corporate structure, and management of QC, and the identity of every QC officer, manager, director, agent, and/or employee.
7. Documents sufficient to describe the ownership, corporate structure, and management of each of Orckit Communications Ltd., Corrigent Systems Ltd., Orckit-Corrigent Ltd., Orckit IP LLC, Suca Ltd., and May Patents Ltd. (collectively, the “QC Related Entities”), and describe in detail the relationship of each of the QC Related Entities to QC.
8. Documents sufficient to describe, in detail, the relationship between QC (or any of the QC Related Entities) and Izhak Tamir (or any entity controlled or owned by Mr. Tamir).
9. All Documents and Communications received from Izhak Tamir (or any entity controlled or owned by Mr. Tamir).
10. Documents sufficient to describe, in detail, the relationship between QC (or any of the QC Related Entities) and Yehuda Binder (or any entity controlled or owned by Mr. Binder).

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11. All Documents and Communications received from or sent to any entity that is the current assignee of a patent previously owned by one or more of the QC Related Entities. This includes, but is not limited to, Portsmouth Network Corp., Corrigent Corp., Orckit Corp., Smart Path Connections LLC, Ring Protection LLC, Correct Transmission LLC, and/or Embedded Software LLC. This request is limited to Documents and Communications pertaining to any matter affiliated with the patent(s) previously owned by one or more of the QC Related Entities.
12. All Documents and Communications received from a law firm representing any current assignee of a patent previously owned by one or more of the QC Related Entities. This includes, but is not limited to, Carter Arnett PLLC, Steptoe LLP, Rabicoff Law LLC, Parker Bunt & Ainsworth PC, Kobre & Kim LLP, and/or New England Intellectual Property LLC. This request is limited to Documents and Communications pertaining to any matter affiliated with the patent(s) previously owned by one or more of the QC Related Entities.
13. Documents sufficient to identify each corporate entity owned or controlled by QC, including, but not limited to, any past or present affiliates, subsidiaries, divisions, joint ventures, partnerships, limited partnerships, and describe in detail the ownership, corporate structure, and relationship of such entity to QC.
14. Documents sufficient to identify each corporate entity QC is owned or controlled by, including, but not limited to, any past or present affiliates, divisions, parents, joint ventures, partnerships, limited partnerships, and describe in detail the ownership, corporate structure, and relationship of such entity to QC.
15. All agreements granting any right, license, option, or interest in any Patent-in-Suit or any Related Patent (including any assignment or settlement agreements relating in any way to any of the Patents-in Suit), and all Documents relating to any consideration exchanged or valuation related to each such agreement.
16. All Documents relating to the ownership, chain of title, and any past or present assignment of each Patent-in-Suit or application related to any Patent-in-Suit (including all Documents relating to QC's allegations in ¶ 23 of QC's Amended Complaint that "QC is the exclusive owner by assignment of all rights, title, and interest in each of the Patents-in-Suit"), and all Documents relating to any exclusive license or Person having any right to legally assert any Patent-in-Suit.
17. All Documents concerning any actual or proposed assignment, license, contract, or other agreement relating to (1) the use, evaluation, testing, sale, and/or manufacture of the subject matter disclosed in the Patents-in-Suit (or any Related Patents, including foreign patents); (2) any technology relating to any subject matter disclosed in the Patents-in-Suit, including any licensed product that embodies any claims of the Patents-in-Suit; and (3) the transfer of a right or interest in any of the Patents-in-Suit (or any Related Patents, including foreign patents). The requested Documents here include, without limitation, any such assignment, license, contract,

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or agreement with any U.S. or foreign government entities, agencies or representatives, as well as any such assignment, license, contract, or agreement with any patent aggregator, acquisition or licensing entity (*e.g.*, RPX Corp.).

18. All Documents and Communications related to the negotiation of each actual or proposed assignment, license, contract, or other agreement identified in response to Request No. 17, whether the negotiation resulted in a binding agreement or not, including but not limited to:
 - Documents sufficient to show when those negotiations took place;
 - the parties to the negotiations, including the individuals who participated in the solicitations or negotiations;
 - any related solicitations, discussions, demands, proposals, offers (formal or not), or counteroffers (formal or not); and
 - the results of such negotiations, including without limitation whether or not an agreement was reached, and an identification of such agreement by production number if one was reached.
19. All documents evidencing payment of royalties for any right, license, option, or interest in each Patent-in-Suit.
20. All valuations, assessments, appraisals, or other indicia of value relating, in whole or in part, to the Patents-in-Suit (or any of the Related Patents), whether by or on behalf of QC (or any of the QC Related Entities), or any other party.
21. All Documents and Communications relating to your allegation that Cisco's alleged infringement of the '399 Patent was willful since the date of the complaint in this case.
22. All Documents and Communications relating to any Accused Instrumentality, including but not limited to any technical specifications, architectural descriptions, conference proceedings, journal publications, presentations, or other Documents describing the structure and function of any Accused Instrumentality.
23. All Documents relating to any assessment, analysis or testing of any Accused Instrumentality, including all Documents relating to the purchase and use of any Accused Instrumentality by or on behalf of QC (or any of the QC Related Entities), all invoice and shipment records of any Accused Instrumentality purchased by or on behalf of QC (or any of the QC Related Entities), and all Documents concerning any use of any Accused Instrumentality by or on behalf of QC (or any of the QC Related Entities).

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24. All due diligence, analyses, reports, strategies, and Communications by or on behalf of Orckit IP LLC related to any Patent-in-Suit, Cisco product, or Accused Instrumentality, including any infringement analysis, any analysis or calculation for potential damages, and any other Document in QC's possession or control, and referenced in the Amended Complaint (D.I. 30) in this Action.
25. All due diligence, analyses, reports, strategies, and Communications by or on behalf of Suca Ltd. related to any Patent-in-Suit, Cisco product, or Accused Instrumentality, including any infringement analysis, any analysis or calculation for potential damages, and any other Document in QC's possession or control, and referenced in the Amended Complaint (D.I. 30) in this Action.
26. All due diligence, analyses, reports, strategies, and Communications by or on behalf of Orckit Communications Ltd., Corrigent Systems Ltd., or Orckit-Corrigent Ltd. related to any Patent-in-Suit, Cisco product, or Accused Instrumentality, including any infringement analysis, any analysis or calculation for potential damages, and any other Document in QC's possession or control, and referenced in the Amended Complaint (D.I. 30) in this Action.
27. All due diligence, analyses, reports, strategies, and Communications by or on behalf of QC related to any Patent-in-Suit, Cisco product, or Accused Instrumentality, including any infringement analysis, any analysis or calculation for potential damages, and any other Document in QC's possession or control, and referenced in the Amended Complaint (D.I. 30) in this Action.
28. All Communications relating to Cisco, including without limitation any Communication from QC (or any of the QC Related Entities) directed to Cisco, and any Documents referenced in or attached to or included with such Communications.
29. All agreements relating to this Action or any Patent-in-Suit. (For avoidance of doubt, this request encompasses all agreements between QC and any of the named inventors of the Patents-in-Suit, including retention agreements.)
30. Documents sufficient to show all Persons and entities with any interest, financial or otherwise, in the outcome of this Action, including without limitation, all investors, stockholders, and other Persons or entities affiliated with or having any financial interest in QC (or any of the QC Related Entities), and Documents sufficient to show the nature and quantity of the financial stake or interest for each such Person or entity.
31. All prior art, patentability, novelty, validity, enforceability, and/or infringement search, study, evaluation, opinion, or investigation (including any pre-suit investigation pertaining to this Action), that QC performed or received, including all Documents and things reviewed or relied upon in connection with the search, study, evaluation, opinion, or investigation.

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32. All prior art, patentability, novelty, validity, enforceability, and/or infringement search, study, evaluation, opinion, or investigation (including any pre-suit investigation pertaining to this Action) that any of the QC Related Entities performed or received, including all Documents and things reviewed or relied upon in connection with the search, study, evaluation, opinion, or investigation.
33. Documents sufficient to identify (*e.g.*, by model number, by trade or marketing name, by design schematic) any past or current product of QC (or any of the QC Related Entities), or any of their licensees, that embodies or uses any of the subject matter disclosed or claimed by any Patent-in-Suit, including Documents sufficient to identify the functionality QC contends demonstrates that those products embody any such subject matter.
34. Documents sufficient to identify and describe each product or system that QC contends or has contended embody, practice, or use any of the alleged inventions claimed in any Patent-in-Suit, including but not limited to infringement contentions related to any such products or systems made, used, offered for sale, sold, or imported into the United States, or expert disclosures on behalf of QC on the subject of infringement of any such products or systems made, used, offered for sale, sold, or imported into the United States.
35. All Documents relating to each product or system ever made, used, sold, offered for sale, or imported by QC (or any of the QC Related Entities), or any of their licensees, that at any time embodied, practiced, or used any of the alleged inventions claimed in the Patents-in-Suit.
36. All Documents relating to any alleged objective indicia of non-obviousness of any Patent-in-Suit (regardless of whether QC contends that such Documents support non-obviousness), including, without limitation, commercial success, long-felt need, failed attempts of others to solve a problem, initial skepticism, industry recognition and praise for patented products, and copying and imitation by others.
37. All Documents relating to each product or system ever made, used, sold, offered for sale, or imported by any third party that at any time embodied, practiced, or used any of the alleged inventions claimed in the Patents-in-Suit.
38. Documents sufficient to identify and describe the market for each product or system that embodied, practiced, or used any of the alleged inventions claimed in the Patents-in-Suit, including Documents relating to the market size, market shares, market growth, competitors, customers, products, and product pricing.
39. All Documents relating to the earliest making, using, selling, offering for sale, and disclosure of the alleged inventions recited in the claims of the Patents-In-Suit, including without limitation, the first manufacture of the alleged invention; the first use of the alleged invention; the first public use of the alleged invention; the first offer for sale of the alleged invention; the

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first sale of the alleged invention; the first public disclosure; and the first disclosure to any other Person other than an inventor of such patent.

40. All Documents relating to any efforts taken by QC to comply with 35 U.S.C. § 287, including any Documents relating to any effort taken by QC (or any of the QC Related Entities) to mark its products, or to ensure that all third-party licensees mark their products, with the numbers of any Patent-in-Suit (or any Related Patents, including foreign patents).
41. All Documents and Communications relating to QC's allegations in ¶¶ 24-25 of QC's Amended Complaint that "no products were sold or offered for sale into the United States."
42. All Documents and Communications relating to Orkit-Corrigent's "patent marking program" as referenced in ¶ 25 of QC's Amended Complaint.
43. All Documents relating to or forming the basis for any damages calculations that QC may use in its claim for damages, including all Documents and Communications QC contends are relevant to a reasonable royalty, the hypothetical negotiation or any of the Georgia-Pacific factor(s).
44. All Documents relating to any Internet Engineering Task Force ("IETF") standard, such as IETF requests for comments ("RFCs"), or draft cited in and/or implicated by any Patent-in-Suit or QC's P.R. 3-1 Infringement Contentions, including all exhibits thereto.
45. All Documents relating to any Institute of Electrical and Electronics Engineers ("IEEE") standard or protocol cited in and/or implicated by any Patent-in-Suit or QC's P.R. 3-1 Infringement Contentions, including all exhibits thereto.
46. All Documents relating to any International Telecommunications Union ("ITU") standard or protocol cited in and/or implicated by any Patent-in-Suit or QC's P.R. 3-1 Infringement Contentions, including all exhibits thereto.
47. All Documents relating to any ATM Forum standard or protocol cited in and/or implicated by any Patent-in-Suit or QC's P.R. 3-1 Infringement Contentions, including all exhibits thereto.
48. All Documents relating to any technology standard or protocol cited in and/or implicated by any Patent-in-Suit or QC's P.R. 3-1 Infringement Contentions, including all exhibits thereto.
49. All Documents demonstrating the involvement of QC (or the QC Related Entities) and/or the named inventors of the Patents-in-Suit with any standards or protocol organization (including, but not limited to, IETF, IEEE, ITU and ATM Forum), including all exhibits thereto.
50. All Documents relating to QC's allegation against Cisco for willful infringement, induced infringement, or contributory infringement of any claim of any Patent-in-Suit.

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51. Documents sufficient to show QC's financial condition, including, but not limited to, balance sheets, financial statements, and projections, whether prepared for internal or external purposes.
52. All Documents and Communications relating to any actual or potential funding and/or financing received by QC related to this Action, including for use in continuing to prosecute this Action.
53. All Communications exchanged between QC and any third party (including the named inventors), or anyone acting on the behalf of either, concerning any Patent-in-Suit, Related Patent or this Action, including without limitation, any drafts exchanged concerning any declaration or affidavit that any third party may agree to provide QC responsive to a subpoena or otherwise.
54. All Documents relating to, obtained from, or authored by any of the named inventors of any Patent-in-Suit regarding any technology or alleged invention disclosed in the Patents-in-Suit, or any alleged benefits or problems with any such technology or invention.
55. All evidence relating to or substantiating QC's answers to any interrogatories or requests for admission served by Cisco in this Action.
56. All Documents and Communications that allege or discuss infringement of any of the Patents-in-Suit, any patents or patent applications in the patent family tree, any foreign counterparts to the Patents-in-Suit, or any other related patents.
57. All Documents from or relating to any litigation (threatened or actual), administrative proceeding, opposition, cancellation proceeding, mediation, arbitration, dispute, interference, contested proceeding, request for reexamination, reexamination, reissue, or charge of infringement related to any Patent-in-Suit (or any Related Patents, including foreign patents), including but not limited to all discovery requests and responses, correspondence, pleadings, briefs, and other Documents filed with or entered by the courts, tribunals or forums (whether in the U.S. or abroad), infringement contentions, invalidity contentions, expert reports, and deposition and hearing transcripts with exhibits, as well as Documents, things, exhibits, or demonstratives provided to QC by any non-party, third-party, or related party in connection with this Action.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily N. Weber", written in a cursive, flowing style.

Emily N. Weber