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10 Attorneys for Plaintiff and Counterclaim-Defendant
11 SANDISK CORPORATION and Counterclaim-
Defendant WESTERN DIGITAL CORPORATION

12 UNITED STATES DISTRICT COURT

13 NORTHERN DISTRICT OF CALIFORNIA

14 SANDISK CORPORATION,

15 Plaintiff,

16 v.

17 IPVALUE MANAGEMENT, INC. and
18 LONGITUDE FLASH MEMORY
SOLUTIONS, LTD.,

19 Defendants.

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21
22 AND RELATED COUNTERCLAIM.
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Case No. 5:25-CV-02389-PCP

**STIPULATION AND ~~PROPOSED~~
ORDER TO ADD SANDISK
TECHNOLOGIES, INC. AS PLAINTIFF
AND COUNTERCLAIM-DEFENDANT
AND STAY PROCEEDINGS AGAINST
COUNTERCLAIM-DEFENDANT
WESTERN DIGITAL CORPORATION**

Date Filed: March 7, 2025
Trial Date: N/A

STIPULATION AND ~~PROPOSED~~ ORDER TO ADD SANDISK TECHNOLOGIES AND TO STAY CASE
AGAINST COUNTERCLAIM-DEFENDANT WESTERN DIGITAL CORPORATION

Case No. 5:25-CV-02389-PCP

Ex. 2006

3118238

Sandisk v. IPValue, IPR2025-01283

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1 Plaintiff and Counterclaim-Defendant Sandisk Corporation (“Sandisk”), Defendants
 2 IPValue Management, Inc. and Longitude Flash Memory Solutions Ltd. (together, “IPValue”),
 3 and Counterclaim-Defendant Western Digital Corporation (“Western Digital”), (collectively, the
 4 “Parties”), and by and through their respective counsel, hereby stipulate as follows:

5 WHEREAS, on March 7, 2025, Sandisk filed a declaratory judgment action for non-
 6 infringement of U.S. Patent Nos. 6,963,505; 7,671,664; 8,633,537; 9,929,240; and 11,456,365
 7 (collectively, “the Asserted Patents”) against IPValue;

8 WHEREAS, on July 16, 2025, IPValue filed Counterclaims against Sandisk and Western
 9 Digital alleging infringement of the Asserted Patents;

10 WHEREAS, Sandisk designed and manufactured flash memory products including SSDs
 11 and memory chips that were sold by Western Digital from May 12, 2016 until February 20, 2025;

12 WHEREAS, Sandisk operated as a wholly owned subsidiary of Western Digital from May
 13 12, 2016 through February 20, 2025;

14 WHEREAS, during the time that Sandisk was a subsidiary of Western Digital, Western
 15 Digital sold flash-storage products under both the “SanDisk” and “Western Digital” brand names,
 16 and flash-storage products that were sold under the Western Digital brand name incorporated
 17 Sandisk’s flash memory technology;

18 WHEREAS, in October 2023, Western Digital announced that it would spin-off Sandisk’s
 19 flash business as a separate company;

20 WHEREAS, on February 21, 2025, Western Digital and Sandisk entered into definitive
 21 separation agreements, marking Sandisk’s separation from Western Digital and the creation of
 22 Sandisk Corporation as a separate company;

23 WHEREAS, Sandisk Corporation no longer operates as a subsidiary of Western Digital
 24 and instead is now a free-standing publicly traded company that operates and conducts the flash
 25 business on a standalone basis;

26 WHEREAS, as part of Sandisk’s separation from Western Digital, Western Digital
 27 transferred to Sandisk Corporation, and Sandisk Corporation agreed to receive and assume all
 28 assets and liabilities of the flash business including all accused products upon which Defendants

1 contend Western Digital infringes the Asserted Patents in this case;

2 WHEREAS, as part of Sandisk's separation from Western Digital, Sandisk Corporation
3 agreed to accept any liability for pre-separation actions by Western Digital relating to flash
4 memory products while Sandisk was a subsidiary of Western Digital, regardless of whether those
5 products were marketed under the "Western Digital" or "SanDisk" brand name;

6 WHEREAS, Sandisk Corporation's wholly owned subsidiary, Sandisk Technologies, Inc.,
7 has assumed all activities in the United States in connection with the accused products and
8 represents that it has assumed all liability associated with the alleged past infringement of the
9 asserted patents by Western Digital. Sandisk Technologies, Inc. represents that it is capable of
10 satisfying any judgment that may be rendered in this action;

11 WHEREAS, following Sandisk's separation from Western Digital, Western Digital no
12 longer manufactures or sells standalone flash memory products;

13 WHEREAS, Sandisk Corporation and its wholly owned subsidiary, Sandisk
14 Technologies, Inc., are proper parties in interest to this action by reason of transfer of interest
15 pursuant to the February 21, 2025 separation of Sandisk from Western Digital;

16 WHEREAS, Sandisk Corporation, Sandisk Technologies, Inc., and Western Digital
17 represent and stipulate that:

18 (a) Sandisk accepts responsibility for all damages that would otherwise be attributable to
19 Western Digital in this action arising from conduct prior to Sandisk being spun out as a separate
20 entity, and for any damages arising from any acts of infringement of the patents at issue in this
21 action by Sandisk's technology in Western Digital products after Sandisk was spun out as a
22 separate entity;

23 (b) Sandisk has the ability to satisfy any judgment entered in this action;

24 (c) Sandisk will not withhold any discovery on the basis that it is in the possession,
25 custody, or control of Western Digital. Western Digital will provide any such discovery,
26 including producing witnesses for deposition, through Sandisk without the need of Plaintiff to
27 serve requests for such discovery directed to Western Digital, and Western Digital will remain
28 obligated to provide such discovery; Sandisk and Western Digital otherwise reserve all other

1 objections and rights in response to any discovery request;

2 (d) Sandisk and Western Digital shall comply with all existing deadlines and will not use
3 the addition of Sandisk Technologies, Inc. as a party to this action or the stay as to Western
4 Digital as reasons to seek delay of discovery or the trial schedule in this matter; and

5 (e) If this action is stayed as to Western Digital, Western Digital shall be bound by any
6 determination of infringement or validity in this action regarding the accused flash memory
7 technology and by any determination as to damages that would otherwise be applicable to any
8 acts of infringement by Western Digital;

9 WHEREAS, (1) the addition of Sandisk Technologies, Inc. as a party to this action as
10 Plaintiff and Counterclaim Defendant and (2) a stay of proceedings as to Western Digital would
11 facilitate the conduct of this litigation;

12 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between
13 the Parties to this action, through their undersigned counsel, and subject to the Court's approval,
14 that:

15 (1) Sandisk Technologies, Inc. is added as a party to this action as Plaintiff and
16 Counterclaim Defendant. Sandisk Technologies, Inc. is deemed to have been served or otherwise
17 received in this case all prior discovery, disclosures, contentions, and pleadings filed or submitted
18 by IPValue; and to have served, filed, or otherwise submitted in this case all prior discovery,
19 disclosures, contentions, and pleadings by Sandisk and/or Western Digital.

20 (2) This action is stayed as to Counterclaim Defendant Western Digital.

21 (3) Sandisk Corporation, Sandisk Technologies, Inc., and Western Digital shall be bound
22 by the representations and stipulations set forth herein.

23 (4) IPValue shall be granted leave to amend to file an amended Counterclaim to add
24 Sandisk Technologies, Inc. as a party to this action. IPValue shall file its amended pleading as
25 soon as practicable after issuance of an order granting leave to amend. No amendments other
26 than those necessary to add Sandisk Technologies, Inc. as a party to this action will be permitted.

27 (5) Sandisk Corporation and Sandisk Technologies, Inc. shall have fourteen (14) days
28 after the filing of IPValue's amended pleading to file any response to IPValue's amended

1 pleading.

2 (6) The Court's October 7, 2025 Order denied Sandisk Corporation's Motion to Dismiss
 3 concerning U.S. Patent No. 6,963,505 (the "'505 patent"). ECF No. 65. To streamline the filing
 4 of responsive pleadings, Sandisk Corporation's deadline to respond to IPValue Counterclaims is
 5 hereby extended to fourteen (14) days after IPValue files an amended pleading adding Sandisk
 6 Technologies as a party to this action, and Sandisk Corporation and Sandisk Technologies shall
 7 file a single response to the amended pleading.

8 (7) IPValue shall have thirty (30) days to file any response to Sandisk Corporation and
 9 Sandisk Technologies, Inc.'s responsive pleading.

10 Dated: October 17, 2025

KEKER, VAN NEST & PETERS LLP

12 By: /s/ Ryan K. Wong

13 AJAY S. KRISHNAN
 14 RYAN K. WONG
 15 ERIN E. MEYER
 16 ERIC HANSON
 17 STEPHANIE J. GOLDBERG
 18 NATALIE R. HEIM

Attorneys for Plaintiff and Counterclaim-
 Defendant SANDISK CORPORATION
 and Counterclaim-Defendant WESTERN
 DIGITAL CORPORATION

19 Dated: October 17, 2025

RUSS, AUGUST & KABAT

21 By: /s/ Brian D. Ledahl

22 BRIAN D. LEDAHL
 23 NEIL A. RUBIN
 24 MACKENZIE PALADINO

Attorneys for Defendants
 IPVALUE MANAGEMENT, INC. and
 LONGITUDE FLASH MEMORY
 SOLUTIONS LTD.

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2
3 Dated: October 20, 2025


4 HONORABLE P. CASEY PITTS
5 United States District Judge
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