UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

MASSIVELY BROADBAND LLC Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD. AND SAMSUNG ELECTRONICS AMERICA, INC., Defendants.	Case No. 2:25-cv-00608-JRG

SAMSUNG'S OBJECTIONS AND RESPONSES TO PLAINTIFF 'S SECOND SET OF COMMON INTERROGATORIES (NO. 18)

GENERAL OBJECTIONS

Samsung makes the following general objections to Plaintiff's Second Set of Common Interrogatories to Samsung (No. 18), which apply to each Interrogatory regardless of whether the general objections are specifically incorporated into any of the specific responses and objections.

1. Samsung objects to each Interrogatory to the extent that it seeks information or documents protected by attorney-client privilege, the work-product doctrine, common-interest and/or joint-defense privilege, the trade-secret privilege, the right of privacy, and/or any other applicable privilege or protection. Any specific objection or response stated below on the grounds of attorney-client privilege and/or work-product doctrine in no way limits this general objection. Nothing contained in these responses is intended to be, nor should be construed to be, a waiver of any attorney-client privilege, work-product protection, common-interest, and/or joint-defense privilege, the trade-secret privilege, the right of privacy, or any other privilege or doctrine, and to the extent that any Interrogatory may be construed as calling for disclosure of information, documents, and/or other things protected by such privileges or doctrines, a continuing objection to each and every such Interrogatory is hereby incorporated. Samsung does not intend to provide information or produce documents that would divulge any privileged information. Any such disclosure is inadvertent and shall not be deemed a waiver of any applicable privilege or immunity.

2. Samsung objects to all Definitions, Instructions, and Interrogatories to the extent that they seek and/or require Samsung to produce a privilege log for documents or information falling within the attorney-client privilege or work-product doctrine, if such documents or information were created after the date that this lawsuit was filed.

3. Samsung objects to each interrogatory to the extent that it seeks to impose upon Samsung obligations beyond those set forth by the Federal Rules of Civil Procedure, the Court's

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 2 of 15

discovery and scheduling order(s), any standard or default discovery orders, and/or any applicable local rules.

4. Samsung objects generally to the Interrogatories to the extent they seek confidential proprietary or trade secret information of Samsung and/or third parties. Samsung will only produce such material subject to the terms of the Protective Order (Dkt. No. 29) and subject to any consent required by third parties.

5. Samsung objects generally to the Interrogatories to the extent they prematurely call for expert analysis, testimony, opinions, or documents in support of Samsung's contentions at this stage of the investigation.

6. Samsung objects generally to the Interrogatories on the ground that they are overly broad as to time.

7. Samsung objects to all Definitions, Instructions, and Interrogatories to the extent they are vague, overly broad, unduly burdensome, oppressive, exceed the boundaries of discoverable information, or fail to describe the information sought with reasonable particularity.

8. Samsung objects to each Interrogatory, Definition, and Instruction as vague and ambiguous to the extent it purports to alter the plain meaning and/or scope of any specific Interrogatory. Samsung's response to such an Interrogatory shall not be construed as an admission, agreement, or acquiescence to such definition or instruction.

9. Samsung will respond to each Interrogatory as Samsung interprets and understands that Interrogatory with respect to the issues in this action. If Plaintiff asserts a different interpretation of any Interrogatory, Samsung reserves the right to supplement or amend its responses or objections as needed.

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 3 of 15

10. Samsung objects to each Interrogatory to the extent it seeks documents or information that are not relevant, are not proportional to the needs of the case, or are otherwise outside the proper scope of discovery.

11. Samsung objects to each Interrogatory to the extent it calls for information concerning "each," "any," or "all" document(s) on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of this case.

12. Samsung objects to each Interrogatory to the extent multiple subparts are asserted as a single Interrogatory.

13. Samsung objects to each Interrogatory to the extent it uses terms that are not defined or are otherwise vague and ambiguous.

14. Samsung objects to each Interrogatory to the extent it is duplicative or cumulative of other interrogatories and discovery requests in this case for which Samsung has already provided responsive information, documents, and/or things.

15. Samsung objects to each Interrogatory to the extent that it purports to require Samsung to produce or identify information, documents, and/or things that are not within its custody, possession, or control.

16. Samsung objects to each Interrogatory to the extent that it seeks information, documents, and/or things that are already in the possession, custody and control of Plaintiff, or are publicly available.

17. Pursuant to Fed. R. Civ. P. 33(c), Samsung objects to the interrogatories to the extent they are contention interrogatories on the grounds that they are premature in light of the present early stage of discovery. Samsung expects to receive documents through discovery that will concern and provide information responsive to such interrogatories. Because Fed. R. Civ. P.

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 4 of 15

26 imposes a duty of supplementation, complying with such interrogatories would require Samsung to continually supplement its responses each time it receives an additional document or information concerning the subject contention on which each interrogatory seeks information. Doing so would cause Samsung to suffer unnecessary burden and expense and would not serve to narrow the issues that are in dispute. *See, e.g, Nestle Foods Corporation, v. Aetna Casualty and Surety Company,* 135 F.R.D. 101, 110-111 (D.N.J. 1990); *Conopco, Inc. v. Warner-Lambert Co.*, 2000 WL 342872, * 4 (D.N.J. 2000); *B. Braun Medical Inc., v. Abbot Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). Accordingly, in response to any such contention interrogatories, Samsung will provide responses encompassing the current state of its knowledge, belief, and understanding, but reserves the right to supplement its interrogatory responses pursuant to Fed. R. Civ. P. 26 at the conclusion of discovery, both as to the merits of this litigation and with respect to experts designated to testify at trial.

18. Samsung objects to each Interrogatory to the extent that it is unlimited in temporal and/or geographic scope, or to the extent it would require Samsung to provide information or documents outside the scope of the relevant inquiry in this action or in violation of an applicable foreign law or regulation. In particular, on January 15, 2021, new guidelines and regulations were issued regarding the scope and enforcement of the Act on Prevention and Divulgence and Protection of Industrial Technology, relating to national core technology, as determined by the Korean Ministry of Trade, Industry and Energy (MOTIE). To the extent the instrumentalities accused by Plaintiff consist of, employ, or comprise "national core technology" within the meaning of the new guidelines and regulations, production of documents and information relating thereto may require enhanced reporting to the Korean government and government acceptance of that reporting prior to any such production, even if the documents or information were to be produced

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 5 of 15

under the governing Protective Order (Dkt. No. 29). Samsung objects to producing documents or providing any information that would cause Samsung to violate this regulation or its amendments.

19. Samsung objects to each Interrogatory to the extent that it seeks information, documents, and/or other things that Samsung is contractually precluded from producing under previously executed confidentiality agreements.

20. To the extent that Samsung responds to any Interrogatory to which Samsung has objected, Samsung maintains its general and specific objections, which are not waived by the furnishing of a response, and the response is limited by Samsung's general and specific objections.

21. Samsung's agreement to identify and/or produce any category of documents is not a representation that any such documents actually exist in that category, or that Samsung will produce documents in the category that are subject to immunity or privilege, or that Samsung will produce documents that are outside of Samsung's possession, custody or control.

22. Any production or disclosure by Samsung in response to these Interrogatories is subject to the Protective Order (Dkt. No. 29) issued in this case.

23. Samsung objects to each Interrogatory as premature on the grounds it calls for documents or information that is the subject of later disclosure deadlines in this action and/or expert discovery.

24. Samsung objects to these Interrogatories to the extent they seek to impose an obligation to identify or search for information or documents or things at any location, or from any source other than where they would reasonably be expected to be stored in the ordinary course of business.

25. Samsung's investigation in connection with this Investigation is ongoing. Samsung's responses will therefore reflect information obtained and reviewed to date, and are

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 6 of 15

subject to and without waiver of any right of Samsung to: (a) object to other interrogatories and discovery requests directed to the subject matter of Samsung's response; (b) make additional or supplementary objections to the Interrogatories; and (c) revise, correct, supplement, or clarify the contents of Samsung's responses after considering information obtained or reviewed through further investigation.

26. No objection, limitation, or response—or lack thereof—made herein shall be deemed an admission by Samsung as to the existence or non-existence of any information, and shall not be construed in any way as an admission that any definition provided by Plaintiff is either factually correct or legally binding upon Samsung, or as a waiver of any of Samsung's objections, including but not limited to objections regarding discoverability of documents or other evidence. Samsung's enumeration of specific objections in response to each Interrogatory is not, and should not be construed to be, a waiver of any objection not so specified.

27. By identifying or producing any information, documents, or things in response to any Interrogatory, Samsung does not stipulate, and expressly reserves all objections, to the authenticity, relevance, materiality, and admissibility of any such information, documents, and things.

28. Samsung's responses will be made solely for the purpose of this action. Each response will be subject to all objections as to relevance, materiality, and admissibility, and to any and all objections on any ground that would require exclusion of any response therein if it were introduced in Court. All objections and grounds are expressly reserved and may be later imposed.

29. Samsung objects to each Interrogatory to the extent it requests, suggests, implies, or assumes any particular definition or construction of any term or limitation of any Asserted Patent. By responding, Samsung neither concedes nor acquiesces to any claim scope, claim

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 7 of 15

construction, and/or claim term definition, and Samsung reserves its rights to set forth appropriate claim constructions.

30. Samsung objects to each Interrogatory to the extent it assumes disputed facts or calls for legal conclusions in the information requested. In responding to each Interrogatory, Samsung neither admits nor denies any such disputed facts or legal conclusions.

31. Samsung objects to the Definitions and Instructions set forth in Plaintiff's interrogatories, including the definitions of "Identify," "Including," "Document[s]," "Person," and "Communication," because they purport to impose obligations on Samsung that exceed the obligations imposed upon a responding party under the Federal Rules of Civil Procedure.

32. Samsung objects to the use of the term "SEC" to the extent the terms include entities that are third parties and/or entities that Samsung does not control, and/or to the extent the Interrogatories seek to include those acting on Samsung's behalf but without its authority. To avoid confusion or doubt, Samsung will respond to these Interrogatories as directed only to Samsung Electronics Co., Ltd. and anyone authorized to act on its behalf.

33. Samsung objects to the use of the term "SEA" to the extent the terms include entities that are third parties and/or entities that Samsung does not control, and/or to the extent the Interrogatories seek to include those acting on Samsung's behalf but without its authority. To avoid confusion or doubt, Samsung will respond to these Interrogatories as directed only to Samsung Electronics America, Inc. and anyone authorized to act on its behalf.

34. Samsung objects to the use of the terms "Samsung" and "You" to the extent the terms include entities that are third parties and/or entities that Samsung does not control, and/or to the extent the Interrogatories seek to include those acting on Samsung's behalf but without its authority. To avoid confusion or doubt, Samsung will respond to these Interrogatories as directed

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 8 of 15

only to Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and anyone authorized to act on its behalf.

SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 18:

Explain all factual and legal bases for each of Your affirmative defenses set forth in Samsung's Answer (Dkt. 16).

RESPONSE TO INTERROGATORY NO. 18:

Samsung incorporates its general objections herein as if fully set forth in response to this interrogatory. Samsung further objects to this interrogatory as vague and ambiguous, at least as to the terms "all factual and legal bases for each of Your affirmative defenses." Samsung objects to this interrogatory to the extent it prematurely calls for expert analysis, testimony, opinions, or documents in support of Samsung's contentions at this stage of the investigation.

Subject to the foregoing general and specific objections, Samsung further responds as follows:

For all defenses, Samsung incorporates by reference its Answer, including each Defense pled therein.

For all defenses, Samsung incorporates by reference its Initial Disclosures and all supplements thereof.

With respect to non-infringement and prosecution history estoppel of each Asserted Patent (**First** to **Twelfth**, **Twenty-Fifth** to **Thirty-Sixth Defenses**), Samsung incorporates by reference its responses to Interrogatory No. 11 and its November 25, 2025 letter to Plaintiff regarding Plaintiff's deficient infringement contentions. With respect to prosecution history estoppel (**Twenty-Fifth** to **Thirty-Sixth Defenses**) and ensnarement (**Forty-Eighth Defense**), to the extent Plaintiff later alleges infringement under the doctrine of equivalents, Samsung may additionally

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 9 of 15

rely on statements made by Plaintiff in the prosecution history of the Asserted Patents and Plaintiff's papers in IPR2025-01563, IPR2025-01564, IPR2025-01565, IPR2025-01587, IPR2025-01594, IPR2025-01595, IPR2025-01605, IPR2026-00032, IPR2026-00033, IPR2026-00035, IPR2026-00086, and IPR2026-00103.

With respect to the invalidity and ineligibility of the Asserted Claims (**Thirteenth to Twenty-Fourth Defenses**), Samsung incorporates by reference Samsung's Invalidity Contentions (and all amendments and attachments thereto and documents cited therein).

With respect to statutory limit on damages (**Thirty-Seventh Defense**) and failure to mark (**Forty-Sixth Defense**), upon information and belief, Plaintiff's claims for damages are statutorily limited under 35 U.S.C. § 287. Plaintiff has not pled in its Complaint nor otherwise met its burden of establishing that it has satisfied its marking obligations under the statute. Samsung further notes that Plaintiff is not entitled to damages more than six years before the filing of the Complaint, pursuant to 35 U.S.C. § 286.

With respect to no willful infringement (**Thirty-Eighth Defense**), Plaintiff's claims for enhanced damages, if any, and an award of fees and costs have no basis in fact or law and should be denied. Plaintiff's allegations and alleged evidence do not establish any knowledge of the Asserted Patents or Plaintiff's infringement allegations before Samsung was served with a copy of the Complaint. Also, Samsung possesses good faith belief that the Asserted Claims of the Asserted Patents are invalid and not infringed. Samsung has not engaged in any "deliberate or intentional infringement" as required. *See, e.g.*, *Arigna Tech. Ltd. v. Nissan Motor Co.*, No. 2:22-CV-00126-JRG-RSP, 2022 WL 17978913, at *1 (E.D. Tex. Oct. 5, 2022) (citing *SRI Int'l, Inc. v. Cisco Sys., Inc.*, 14 F.4th 1323, 1330 (Fed. Cir. 2021), *cert. denied*, 142 S. Ct. 2732 (2022)). Samsung refers to, and incorporates herein, its Answer, and its Initial Disclosures, its Invalidity Contentions, and

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 10 of 15

its response to Interrogatory No. 11, including all amendments and attachments thereto and documents cited therein.

With respect to no exceptional case (**Thirty-Ninth Defense**), Plaintiff is not entitled to a finding that this case is exceptional against Samsung, warranting attorneys' fees under 35 U.S.C. § 285, or pursuant to the Court's inherent power. Plaintiff has identified no evidence or theories in support of such a request.

With respect to waiver, equitable estoppel, and unclean hands (**Fortieth Defense**) , license, implied license, and exhaustion (**Forty-First Defense**), Samsung incorporates by reference its responses to Interrogatory No. 17. Samsung may additionally rely on MBB-608_0011621, MBB-608_0011631, MBB-608_0011633.

With respect to no injunctive relief (**Forty-Second Defense**), Plaintiff is not entitled to injunctive relief because any injury to it is not irreparable and can be adequately compensated by monetary damages, and it has an adequate remedy at law for any claims it can prove, the balance of hardships does not tip in its favor, and the public interest would be disserved by an injunction. Here, specifically, Plaintiff bears the burden of demonstrating any alleged harm. At this stage, Plaintiff has not identified any evidence or articulated any theories sufficient to show that it has suffered irreparable harm.

With respect to failure to state a claim (**Forty-Third Defense**), Plaintiff's Complaint fails to plead with requisite specificity how any accused product meets all limitations of any Asserted Claim. Indeed, even Plaintiff's infringement contentions are deficient, for the reasons identified in Samsung's November 25, 2025 correspondence, which is incorporated by reference herein.

With respect to lack of standing (**Forty-Fourth Defense**), Samsung may rely on MBB_25-608_0008835, MBB_25-608_0010730, MBB_25-608_0010733, MBB_25-608_0010736,

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 11 of 15

MBB_25-608_0010860, MBB_25-608_0011392, MBB_25-608_0011534, MBB_25-608_0011561, MBB_25-608_0012340, MBB_25-608_0012343, MBB_25-608_0012348, MBB_25-608_0012352, MBB_25-608_0012359, MBB_25-608_0012360, MBB_25-608_0012364, MBB_25-608_0012373, MBB_25-608_0012383, MBB_25-608_0012388, MBB_25-608_0012348, MBB_25-608_0012393, MBB_25-608_0012394, MBB_25-608_0012398, MBB_25-608_0012401, MBB_25-608_0012404, MBB_25-608_0012408, MBB_25-608_0012414, MBB_25-608_0012415, MBB_25-608_0012419, MBB_25-608_0012423, MBB_25-608_0012427, MBB_25-608_0012428, MBB_25-608_0012433, MBB_25-608_0012441, MBB_25-608_0012459, MBB_25-608_0012461, MBB_25-608_0012463, MBB_25-608_0012466, MBB_25-608_0012472, MBB_25-608_0012476, MBB_25-608_0012498, MBB_25-608_0012503, MBB_25-608_0012506, MBB_25-608_0012512, MBB_25-608_0012550, MBB_25-608_0012561, MBB_25-608_0012578, MBB_25-608_0012595, MBB_25-608_0012612, MBB_25-608_0012629, MBB_25-608_0012650, MBB_25-608_0012667, MBB_25-608_0012687, MBB_25-608_0012697, MBB_25-608_0012700, MBB_25-608_0012704, MBB_25-608_0012721, MBB_25-608_0012738, MBB_25-608_0012748, MBB_25-608_0012750, MBB_25-608_0012752, MBB_25-608_0012755, MBB_25-608_0012759, MBB_25-608_0012763, MBB_25-608_0012769, MBB_25-608_0012774, MBB_25-608_0012780, MBB_25-608_0012786, MBB_25-608_0012794, MBB_25-608_0012801, MBB_25-608_0012812, MBB_25-608_0012816, MBB_25-608_0012818, MBB_25-608_0013984, MBB_25-608_0014211, MBB_25-608_0014337, MBB_25-608_0014829, MBB_25-608_0014895, MBB_25-608_0014899, MBB_25-608_0014903, MBB_25-608_0014907, MBB_25-608_0014911, MBB_25-608_0014980, MBB_25-608_0014985, MBB_25-608_0014987, MBB_25-

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 12 of 15

608_0014991, MBB_25-608_0015334, MBB_25-608_0015337, MBB_25-608_0015341, MBB_25-608_0015733, MBB_25-608_0016155, MBB_25-608_0017021, MBB_25-608_0017023, MBB_25-608_0017025, MBB_25-608_0017030, MBB_25-608_0017035, MBB_25-608_0017044, MBB_25-608_0017053, MBB_25-608_0017093, MBB_25-608_0017097, MBB_25-608_0017101, MBB_25-608_0017109, MBB_25-608_0017111, MBB_25-608_0017112, MBB_25-608_0017116, MBB_25-608_0017122, MBB_25-608_0017129, MBB_25-608_0017131, MBB_25-608_0017220, MBB_25-608_0017318, MBB_25-608_0017322, MBB_25-608_0017368, MBB_25-608_0017865, MBB_25-608_0017869, MBB_25-608_0017871, MBB_25-608_0017873.

With respect to action of others (**Forty-Fifth Defense**), to the extent Plaintiff accuses the actions of third parties outside of Samsung's control of infringement, Samsung is not liable for such alleged infringement.

With respect to extraterritoriality (**Forty-Seventh Defense**), to the extent Plaintiff seeks damages based on alleged acts occurring outside the United States, those claims for damages are barred by the doctrine of territoriality. 35 U.S.C. § 271(a).

Samsung reserves the right to amend or supplement this response as discovery and its investigation continue.

Dated: December 12, 2025

By */s/ Chunmeng Yang*

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MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 13 of 15

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MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 14 of 15

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served on December 12, 2025 to all counsel of record who are deemed to have consented to electronic service via email.

/s/ Chunmeng Yang
Chunmeng Yang

MASSIVELY BROADBAND, IPR2026-00103, Ex. 2076, Page 15 of 15