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May 18, 2026

Via Email
Neil P. Sirota
Baker Botts L.L.P.
30 Rockefeller Plaza
New York, New York 10112-4498

Re: *TopWire LLC. v. Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc.* in the United States District Court for the Eastern District of Texas, Marshall Division, Case No. 2:25-cv-1183.

Counsel,

I write on behalf of TopWire LLC ("TopWire") in the above-referenced case. As Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, "Samsung" or "Defendants") are aware, the Discovery Order in this case requires that Defendants produce, "[w]ithout awaiting a discovery request . . .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." (Dkt. No. 23, Agreed Discovery Order, ¶ 3).

In order to assist Samsung in complying with its disclosure obligations, TopWire sets forth below a non-exhaustive list[1] of categories of documents that are relevant to this case.[2] Of course, in addition to specific categories set forth below, TopWire expects that Samsung will produce any other documents and things relevant to the pleaded claims or defenses in this action. The inclusion or exclusion of any category or description should not be used as basis for withholding otherwise relevant documents.

1. All Documents, Communications, and Things that refer or relate to the Asserted Patent or this Action, including any internal Samsung Documents, whether formal or informal, concerning this Action, the Asserted Patent, or any file history or record of any proceedings before the United States Patent Office related to the Asserted Patent.
2. All Documents, Communications, and Things that refer or relate to any inventor of the Asserted Patent.
3. All Documents, Communications, and Things that refer to or relate to TopWire, or any Person or entity relating to TopWire.
4. Documents sufficient to show Your past and present organizational structure, including the names of Your officers, managers, directors, and their positions and responsibilities.

[1] TopWire reserves the right to make additions to this list as discovery progresses.
[2] The definitions provided in Attachment A apply to the categories of documents identified in this letter.

5. All Documents, Communications, and Things that refer or relate to the inventions described in the Asserted Patent.

6. All Documents, Communications, and Things that refer or relate to the potential value, validity, alleged invalidity, infringement, alleged non-infringement, enforceability, alleged unenforceability, or claim interpretation of the Asserted Patent.

7. All Documents, Communications, and Things referring or relating to this Action, including but not limited to, Your evaluation of the Action's predicted, likely, or actual effects on Samsung, Samsung's technology, Samsung's products and services, Samsung finances, the value or valuation of Samsung, or Samsung's stock price.

8. All Documents, Communications, and Things identified or referred to in Samsung's initial disclosures, or any amendments thereto, under Federal Rule of Civil Procedure 26(a) or used, relied on, or considered by Samsung in drafting its initial disclosures, or any amendments thereto.

9. All Documents, Communications, and Things that constitute, refer to, or relate to any Samsung patents that practice the Accused Instrumentalities.

10. All Documents, Communications, and Things that constitute, refer to, or relate to any contract, agreement, or license between You and any third party relating to the Samsung patents that practice the Accused Instrumentalities.

11. All Documents, Communications, and Things that constitute, refer to, or relate to any efforts to license or requests to license the Samsung patents that practice the Accused Instrumentalities, whether or not consummated.

12. All Documents, Communications, and Things that constitute, refer to, or relate to any analysis, opinion, construction, interpretation, or contention by You or any other Person or entity regarding the construction, interpretation, or scope of any claim, or any term used in any claim, of the Asserted Patent.

13. All Documents, Communications, and Things that refer or relate to any of the Accused Instrumentalities or any component or features of such, including but not limited to, any internal or external tests, analyses, studies, comparisons, reports, surveys, forecasts, or business plans.

14. All lab notebooks, engineering notebooks, product justifications, technical Documents, technical reports, technical publications, application notes, product evaluations, product proposals, product comparisons, testing reports, progress reports and minutes of technical meetings relating to the Accused Instrumentalities.

15. All Documents, Communications, and Things that refer or relate to Samsung's attendance at events, trade shows, conferences, and meetings, involving semiconductor packaging technology.

16. All Documents, Communications, and Things that refer or relate to Samsung's awareness of E Ink, HannStar Display Corporation, SEMICON Taiwan, SiPlus Co., Ltd., and Raytek Semiconductor.

17. All Documents, Communications, and Things that refer or relate to Samsung's business dealings with E Ink, HannStar Display Corporation, SEMICON Taiwan, SiPlus Co., Ltd., Raytek Semiconductor, and Unimicron Technology Corporation.

18. All Documents, Communications, and Things that refer or relate to the components in the Accused Instrumentalities, including, but not limited to, packaging substrates, printed circuit boards, redistribution layers, dies, chips (*e.g.*, RF chips, memory chips, CPU chips, WiFi chips, audio codec chips, modem chips, transceiver chips, power management chips, amplifier chips, envelop tracking chips, NFC chips, and digital signal processing chips), vias, interposers, pillars, pads, solder bumps, and dielectric material.

19. All Documents, Communications, and Things that refer or relate to the parties, such as Samsung or any third-party suppliers, responsible for the design, manufacturing, and integration of each component in the Accused Instrumentalities.

20. All Documents, Communications, and Things that refer or relate to the configuration and/or arrangement of components in the Accused Instrumentalities and the benefits and/or advantages arising from the configuration.

21. All Documents, Communications, and Things that refer to relate to the assembly and/or integration of the components in the Accused Instrumentalities to form the Accused Instrumentalities, including an identification of all persons and/or contractors working on said assembly and/or integration, the location(s) where the assembly and/or integration took place, how the integration and/or assembly was accomplished, and when the integration and/or assembly was accomplished.

22. All Documents, Communications, and Things that refer or relate to any inspection, analysis, or testing of any Accused Instrumentalities, including the results and/or conclusions of said inspection, analysis, or testing.

23. All Documents, Communications, and Things that refer or relate to the conception of the Accused Instrumentalities.

24. All Documents, Communications, and Things that refer or relate to any alternatives to the Accused Instrumentalities considered or adopted by Samsung and (1) the availability of each alternative including when each alternative became available to You, (2) the expected and/or actual benefit of each alternative compared to the Accused Instrumentalities Samsung did adopt, including their acceptability to alternative, and 4) the expected and/or actual effect of each alternative on sales, revenues, profits, market share, and competitiveness of Samsung's product(s) or service(s).

25. All Documents, Communications, and Things that refer or relate to Samsung's competitive analysis of designs related to the Accused Instrumentalities, including the advantages and disadvantages of these different designs.

26. All Communications with consultants, contractors or Employees who had any involvement in inspecting, analyzing, or testing any of the Accused Instrumentalities to determine whether or not such products were covered by the Asserted Patent.

27. All Documents, Communications, and Things that Identify the dates when Samsung first sold each version of the Accused Instrumentalities.

28. To the extent that You contend that the elements, functionalities, designs, and/or features of the Accused Instrumentalities have changed over time, all Documents, Communications, and Things sufficient to show how the elements, functionalities, designs, and/or features of the Accused Instrumentalities have changed over time.

29. All Documents, Communications, and Things that constitute, refer or relate to Your decision to make the Accused Instrumentalities, and/or why You continue to use Accused Instrumentalities. This would include, consumer surveys, third-party research, presentations regarding the Accused Instrumentalities, and evaluations of the Accused Instrumentalities versus alternatives (to the extent You contend such other alternatives are available).

30. All Documents, Communications, and Things that Identify the features of the Accused Instrumentalities that were used, requested, desired, or expected by Samsung customers.

31. All Documents, Communications, and Things that You contend support a conclusion that You do not infringe any claim of the Asserted Patent, including but not limited to an identification of the specific claim element You contend is not satisfied and Documents sufficient to show why that claim element is not satisfied.

32. All Documents, Communications, and Things that constitute, refer to, or relate to any study, evaluation, opinion, assertion, or analysis of whether any Accused Instrumentality is or is not covered by any claim of the Asserted Patent.

33. Documents relating to any planned, potential or implemented design-around of any claim of the Asserted Patent.

34. All Documents, Communications, and Things that You contend evidence the level of ordinary skill in the art pertaining to the inventions claimed in the Asserted Patent.

35. All Documents, Communications, and Things that evidence, contradict, refer to or relate to any secondary considerations of non-obviousness concerning the Asserted Patent.

36. All Documents, Communications, and Things that evidence, contradict, refer to, or relate to any long-felt need for the inventions claimed in the Asserted Patent, and the satisfaction thereof.

37. All Documents, Communications, and Things that evidence, contradict, refer to, or relate to the commercial success of the Accused Instrumentalities, or the inventions claimed in the Asserted Patent, or of any process, method, or device that embodies or uses any such invention.

38. All Documents, Communications, and Things that evidence, contradict, refer to, or relate to any copying by others of the inventions set forth in the Asserted Patent.

39. All Documents, Communications, and Things that evidence, contradict, refer to, or relate to any praise, criticism, disadvantage, or discussion of the significance of any

inventions claimed in the Asserted Patent, or of any process, method, or device that embodies or uses any such inventions including, but not limited to, the Accused Instrumentalities. This includes, but is not limited to, praise, criticism, disadvantage or discussion from social media networks, including but not limited to X, TikTok, Instagram, Pinterest, Facebook, and Snapchat.

40. Documents sufficient to show when You first became aware of the Asserted Patent.

41. Documents relating to Samsung patent clearance or patent avoidance policies, including the efforts You take to train your engineers on such policies.

42. Documents relating to Samsung policies addressing or responding to third-party patent licensing offers or patent infringement notices.

43. All Documents, Communications, and Things that constitute, refer to, or relate to Your practices, policies, and procedures with respect to reviewing, acquiring, securing, or enforcing patents or any other intellectual property assets or rights.

44. Documents sufficient to show your policies relating to Your respect for, protection of, and/or enforcement of intellectual property rights.

45. All Documents, Communications, and Things that constitute, refer or relate to marketing of the Accused Instrumentalities.

46. All Documents, Communications, and Things that constitute, refer or relate to sponsorship or partnerships with social media users related to the Accused Instrumentalities.

47. All Documents, Communications, and Things that constitute, refer, or relate to demand for the Accused Instrumentalities.

48. All Documents, Communications, and Things that constitute, refer, or relate to the market need for the Accused Instrumentalities.

49. All Documents, Communications, and Things that constitute, refer, or relate to customer feedback relating to the Accused Instrumentalities.

50. All Documents, Communications, and Things that constitute, refer or relate to the number of users of each of the Accused Instrumentalities.

51. All Documents, Communications, and Things that constitute, refer or relate to the number of unit of the Accused Instrumentalities sold.

52. All Documents, Communications, and Things that refer or relate to any benefits, advantages, improvements or efficiencies provided by the Accused Instrumentalities.

53. All Documents, Communications, and Things that refer or relate to any benefits, advantages, improvements or efficiencies provided by the inventions claimed in the Asserted Patent.

54. All Documents, Communications, and Things relating to marketing efforts, sales strategies, advertisements, or other promotional efforts to attract purchase of the Accused Instrumentalities.

55. All Documents, Communications, and Things that constitute, refer to, or relate to Your business or revenue generation plans as they related to the Accused Instrumentalities.

56. Documents sufficient to show the unit sales, revenue, and profit on a month-by-month basis resulting from the Accused Instrumentalities.

57. All Documents, Communications, and Things that constitute, refer to, or relate to any valuations or the value of Accused Instrumentalities.

58. All Documents, Communications, and Things that constitute, refer to, or relate to the appropriate measure of damages to compensate TopWire for Your infringement of any of the Asserted Patent including, but not limited to, any Documents reflecting risk analysis.

59. Documents sufficient to show Your revenue and net profits related to the Accused Instrumentalities, on a month-by-month basis, and Documents indicating how net profit is calculated.

60. All of Your annual reports, annual financial statements, quarterly reports, quarterly financial statements, income statements, balance sheets, financial filings, statements of operations, cash flow statements, and other earnings or financial statements, whether audited or unaudited and whether for external or internal purposes.

61. All Documents, Communications, and Things that refer or relate to Your financial condition, including Documents, Communications, and Things sufficient to show, on a quarterly basis, Your revenues, expenses, and cash flow.

62. All Documents, Communications, and Things that refer or relate to Your market share in any market for the Accused Instrumentalities.

63. All Documents, Communications, and Things that constitute, refer to, or relate to the value or valuation of the Asserted Patent, or any of the inventions of the Asserted Patent.

64. To the extent You contend TopWire has not suffered monetary damages as a result of Your infringement of the Asserted Patent, all Documents, Communications, and Things that support that allegation.

65. All Documents, Communications, and Things that constitute, refer to, or relate to any analysis or calculation of amount of damages in this case.

66. All Documents, Communications, and Things that refer or relate to any calculation of the reasonable amount of royalty in this case.

67. All Documents, Communications, and Things that refer or relate to any calculation of lost profits in this case.

68. All Documents, Communications, and Things that constitute, refer to, or relate to Your patent licensing practices, policies, and procedures.

69. All Documents, Communications, and Things that refer or relate to any established royalty rate, or any royalty or royalty rate calculated, proposed, considered, charged,

or collected by You in connection with any patent covering the Accused Instrumentalities.

70. All Documents, Communications, and Things that refer or relate to any established royalty rate, or any royalty or royalty rate calculated, proposed, considered, charged, or collected by others in connection with the Accused Instrumentalities.

71. All Documents, Communications, and Things that refer or relate to any license or agreement entered into by You related to the Accused Instrumentalities, including any licenses that You contend are relevant to the determination of damages in this case, including, but not limited to, any licenses that You contend are comparable licenses.

72. All Documents, Communications, and Things that constitute, refer to, or relate to any license that You contend is comparable to a license that You and TopWire would have agreed to in a hypothetical negotiation in this case.

73. All Documents, Communications, and Things that refer or relate to any negotiation of any license that You contend is comparable to a license that You and TopWire would have agreed to in a hypothetical negotiation in this case.

74. All internal analyses of the valuation, validity, and/or infringement of any intellectual property included within any license that You contend is comparable to a license that You and TopWire would have agreed to in a hypothetical negotiation in this case.

75. Documents sufficient to show Your Document retention and/or destruction policies and procedures including any such policies regarding any Accused Instrumentalities.

76. All Documents, Communications, and Things that You reviewed, relied upon, or referred to in preparing Yours Answer to the Complaint.

77. All Documents, Communications, and Things that support, contradict, refer or relate to Your allegations in this Action, including the allegations in Your Answer to the Complaint.

78. All Documents, Communications, and Things that refer or relate to any of the affirmative defenses asserted by You in the Answer to the Complaint.

79. All Documents reviewed, referenced, or relied upon in preparing responses to any interrogatory or response to requests for admission served in this Action.

80. All employee manuals and/or employee handbooks (or similar) containing guidelines, policies, or procedures relating to intellectual property.

81. Exemplars of each type of employment agreement You required Your engineers who worked on the Accused Instrumentalities to execute as a condition of their employment.

82. Documents sufficient to show Samsung annual net revenues, on a product-by-product basis, for any products or services that used or relied on the inventions claimed in the Asserted Patent.

83. Documents sufficient to show Samsung annual expenses (both direct and indirect), on a product-by-product basis, for any product or services that used or relied on the inventions claimed in the Asserted Patent.

84. Documents sufficient to show Samsung annual gross profit, on a product-by-product basis, for any products or services that used or relied on the inventions claimed in the Asserted Patent.

85. Documents sufficient to show Samsung annual net profit, on a product-by-product basis, for any products or services that used or relied on the inventions claimed in the Asserted Patent.

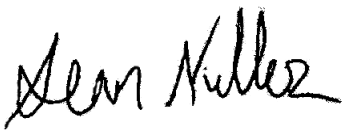
86. Documents sufficient to show Samsung monthly and annual sales volume, on a product-by-product basis, for any products or services that used or relied on the inventions claimed in the Asserted Patent.

87. All documents and communications that refer or relate to analyses, studies, or surveys of Samsung competitors' use of the technology that is comparable to the technology of the Asserted Patent and the resulting expected and/or measured effect on Samsung business and on the sales and profitability of Samsung products or services.

Please let us know if Samsung does not have documents responsive to a particular category identified above within its possession, custody, or control. Additionally, to the extent Samsung contends that any document identified above is not relevant to this litigation please let us know promptly so that we may evaluate your position and proceed accordingly.

Finally, to the extent that any relevant documents are subject to third party confidentiality obligations, TopWire requests that Samsung promptly take all necessary steps to obtain any required third-party consent to produce the documents. In the event any third-party refuses for its documents to be produced due to confidentiality, we request you promptly notify us of such refusal.

Sincerely,



Sean Keller

ATTACHMENT A – DEFINITIONS

1. The terms "You," "Your," "Defendants," and/or "Samsung" shall mean the responding Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. in the above-captioned action, and their predecessors, successors, subsidiaries, corporate parents (if any), branches, departments, divisions, affiliates, and any other organization in which Samsung has a managing or controlling interest and Samsung attorneys, economists, auditors, accountants, consultants, employees, agents, representatives, officers, directors, and any person acting on behalf of Samsung, directly or indirectly.

2. The terms "Plaintiff," or "TopWire" shall refer to Plaintiff TopWire LLC, in the above-captioned lawsuit, and shall include its predecessors, successors, subsidiaries, divisions, assigns, or affiliates, if applicable.

3. The term "this Action" shall refer to the above-captioned lawsuit.

4. The term "Complaint" or "Complaints" shall refer to the Complaint filed in this Action by TopWire against Samsung, Dkt. No. 1, or any amendments thereto.

5. The term "Asserted Patent" shall refer to United States Patent No. 9,859,202.

6. The term "Prior Art" means any patent, publication, or activity allegedly falling within any of the categories of 35 U.S.C. §§ 102 or 103.

7. The term "Infringe," or "Infringement" shall mean direct infringement, literal infringement, infringement under the doctrine of equivalents, contributory infringement, and/or infringement by inducement.

8. The term "Accused Instrumentalities" shall mean every apparatus, product, device, process, method, act, or other instrumentality (including any earlier or later versions, rebrands, models, or generations) that Plaintiff alleges were used to infringe any claim of the Asserted Patent, including the infringing Samsung smartphones and logic boards identified in Plaintiff's "Disclosure of Asserted Claims and Preliminary Infringement Contentions," served on March 12, 2026 and any permitted amendments thereto, the infringing Samsung smartphones and logic boards in Plaintiff's Complaint at Dkt. No. 1, and any other infringing apparatus, product, device, process, method, act, or other instrumentality identified during discovery.

9. The terms "relating to," "related to," or "relate to" shall mean embodying, pertaining, concerning, involving, constituting, commenting upon, comprising, reflecting, discussing, evidencing, mentioning, referring to, consisting of, responding to, or having any logical or factual connection whatever with the subject matter in question. The term "relate" or any variant thereof, including by not limited to "relating to," when used in connection with any Document, shall be understood to apply if the Document directly or indirectly evidences, mentions, discusses, constitutes, concerns, supports, contradicts, refers to, or in any other way deals with the subject matter described in the request in which the term appears.

10. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

11. The terms "all," "any," and "each" shall each be construed as encompassing any and all.

12. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

13. The use of the singular form of any word includes the plural and vice versa.

14. Wherever the word "including" appears, the meaning intended is always "including, but not limited to."

15. The term "Thing" is defined to be synonymous in meaning and equal in scope to the use of this term in Federal Rule of Civil Procedure 34(a).

16. "Projection" means and refers to any estimate of the future value of any economic or financial variable, including estimates of sales in units and revenue, costs, profit, and the like.

17. The term "Document" shall be at least as broad as the meaning and scope as the term "documents or electronically stored information" is used in Federal Rule of Civil Procedure 34(a)(1)(A). As used herein, the term "document" means any written, types, printed, recorded, electronic, or computer- stored material, whether in draft or final form, and each non-identical copy or otherwise, and includes, without limitation, contracts, checks, records of wire transfers, financial statements, invoices, ledgers, reports of any nature, memoranda, correspondence, note pads, notices, minutes and notes of meetings, records of discussions and conversations, diaries, calendars, charts, lists, journals, electronically-stored or generated information (including computer records, computer runs, computer disks, electronic mail, and PDA files), tape recordings, microfilm, microfiche, and any other data compilations from which information can be obtained, translated, or deciphered, or any other tangible thing containing writings. A draft or non-identical copy is a separate document within the meaning of this term.

18. The term "All Documents" shall mean any and all documents that might reasonably be located through a search of all locations likely to contain such documents.

19. The term "Communication(s)" shall mean any transfer of information, facts, ideas, opinions, inquiries, or thoughts by any means, written, oral or otherwise, at any time or place under any circumstances.

20. The term "All Communications" shall mean any and all communications that might reasonably be located through a search of all locations likely to contain such communications.

21. The term “agreement” shall include any contract, understanding, license, settlement, deal, or assignment, including amendments and/or modifications thereto.