UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

TESLA, INC.,

Petitioner

v.

CHARGELOGIC LLC,

Patent Owner

Inter Partes Review Case No. IPR2026-00382

U.S. Patent No. 11,909,011

DECLARATION OF BRIAN ROSENTHAL

I, Brian Rosenthal, declare as follows:

1. I am a Partner of the law firm Gibson, Dunn & Crutcher LLP, and I am counsel for Defendant Tesla, Inc. ("Tesla") in the case of *ChargeLogic LLC v. Tesla, Inc.*, No. 7:26-cv-00100-DC, currently pending in the U.S. District Court for the Western District of Texas, Midland-Odessa Division (the "Litigation"). I along with several Partners and Associates of Gibson, Dunn & Crutcher LLP represent Tesla in that case.

2. In the Litigation, ChargeLogic LLC asserts infringement of six U.S. patents, namely U.S. Patent No. 10,090,567 (the "'567 patent"), U.S. Patent No. 11,258,107 (the "'107 patent"), U.S. Patent No. 11,508,996 (the "'996 patent"), U.S. Patent No. 11,721,844 (the "'844 patent"), U.S. Patent No. 11,909,010 (the "'010 patent"), and U.S. Patent No. 11,909,011 (the "'011 patent") (collectively, the "Asserted Patents").

3. Pursuant to the District Court's Standing Order Governing Patent Proceedings, on September 28, 2026, at about 11:43 p.m. Central Time, our team served Tesla's Preliminary Invalidity Contentions on Plaintiff ChargeLogic LLC's counsel via e-mail. The served Preliminary Invalidity Contentions included a cover pleading and several invalidity claim charts for each of the Asserted Patents.

4. By mistake, the served cover pleading included contentions that claims of the Asserted Patents were invalid because of their failure to meet the requirements of pre-AIA 35 U.S.C. § 112, ¶ 2, commonly referred to as "indefiniteness."

5. The cover pleading's inclusion of indefiniteness contentions was unintentional and was the result of an internal miscommunication within our team. During drafting of the cover pleading, our team added potential indefiniteness contentions to an intermediate version of the draft cover pleading. Ultimately, we made the decision to not include any indefiniteness contentions in the final cover pleading, so as to be entirely consistent with the pending IPR petitions on the Asserted Patents. The indefiniteness contentions were supposed to be deleted from the cover pleading before service on ChargeLogic LLC's counsel. In other words, the indefiniteness contentions were never supposed to be included in Tesla's final, served version of the cover pleading.

6. Unfortunately, our team neglected to delete the draft indefiniteness section before serving the cover pleading, causing the mistake.

7. About thirteen hours later, September 29, 2026, at about 1 p.m. Central Time, we first became aware that the as-served cover pleading mistakenly included the draft indefiniteness section.

8. We immediately served Amended Invalidity Contentions on ChargeLogic LLC's counsel with a corrected cover pleading without indefiniteness contentions via e-mail at 2:18 p.m. Central Time. In the transmittal e-mail, we explicitly and unconditionally withdrew all invalidity contentions based on indefiniteness. Additionally, in the same transmittal e-mail, we explicitly stated that Tesla "does not present and will not present in this litigation any argument that any claim term is indefinite under § 112, ¶ 2."

9. The only change made to the invalidity contentions was the deletion of the mistakenly included indefiniteness contentions. Tesla did not add any new information to the Amended Invalidity Contentions served at 2:18 p.m. Central Time. Therefore, no certification or motion practice was needed pursuant to the District Court's Standing Order Governing Patent Proceedings or any other relevant rules.

10. I declare that all statements made herein of my knowledge are true, and that all statements made on information and belief are believed to be true, and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: October 7, 2026 By: _____

Brian Rosenthal