
From: Murray.John@dorsey.com [mailto:Murray.John@dorsey.com]
Sent: Friday, November 29, 2013 1:25 PM
To: Heinz Binder; Rob Harris
Cc: franklin.robert@dorsey.com; hwang.thomas@dorsey.com
Subject: FW: CONFIDENTIAL - Request for Sub-Committee Meeting

Heinz and Rob,

The Committee's concern mentioned below continues. Please confirm to us that the debtor has not consummated these licenses without committee approval. If you cannot or do not so confirm, we will assume that the debtor has consummated licenses without committee approval in violation of the court's order of May 7, 2013, and we will bring it to the court's attention.

Your immediate response would be most appreciated.

John

From: Rob Harris [mailto:rob@binderhalter.com]
Sent: Thursday, December 05, 2013 2:55 PM
To: Murray, John
Subject: RE: CONFIDENTIAL - Request for Sub-Committee Meeting

John:

You may wish to review the tape of the hearing and Bob's notes. Your statement is precisely the opposite of what I said. TPL has entered into settlements deemed approved under the May 7 order.

From: Murray.John@dorsey.com [mailto:Murray.John@dorsey.com]
Sent: Thursday, December 05, 2013 4:06 PM
To: Rob Harris
Cc: Heinz Binder
Subject: RE: CONFIDENTIAL - Request for Sub-Committee Meeting

Rob,

On November 19, 2013, we sent the attached email to you and Heinz in response to Susan Anhalt's email to us of November 19, 2013, which is also on the attached. Our email stated:

“The committee will only consider further proposed settlements if 20% of the gross settlement proceeds is deposited into a trust account for the benefit of creditors. By 20% of gross revenues, we mean 20% of the gross amount of the settlement before Alliacense, the lawyers and others take their cut (e.g., if the gross amount of the settlement is \$1,000,000, the committee wants \$200,000 deposited into a fund for creditors).”

Are you saying that settlement agreements were consummated notwithstanding our message?

What does “deemed approved” mean?

Your immediate response would be appreciated.

John

From: Rob Harris [<mailto:rob@bindermalter.com>]
Sent: Thursday, December 05, 2013 5:27 PM
To: Murray, John
Subject: RE: CONFIDENTIAL - Request for Sub-Committee Meeting
John:

Paragraph 3 of the May 7 Order states that when TPL wishes to settle litigation by way of the issuance of a license or otherwise, it will send a notice to the Settlement Committee (of the Creditors' Committee) and its counsel identifying the adverse party and the terms of the settlement. Paragraph 3 of the order then requires counsel for the Committee to schedule a conference with TPL to consider the proposed settlement within 48 hours from the date and time of the notice. Paragraph 9(a) of the May 7 Order provides, inter alia, that if the Settlement Committee fails to agree to a time for a conference within 48 hours, then "it is deemed that the creditors committee has not objected to the proposed settlement, and TPL may enter into" the settlement.

I offered today at the hearing to bring to the Court's attention specifics as to the settlements made and sought to close the courtroom to allow the communications that are made confidential under the terms of the May 7 order to be discussed. The judge said that that was not necessary, and no follow up inquiry was posed at or after court.

Let me know if you need Susan to re-forward the emails she sent to you and the Settlement Subcommittee.

Heinz Binder

From: Murray.John@dorsey.com
Sent: Tuesday, December 10, 2013 9:50 AM
To: Rob Harris
Cc: Heinz Binder; franklin.robert@dorsey.com; hwang.thomas@dorsey.com
Subject: Re: CONFIDENTIAL - Request for Sub-Committee Meeting

Rob,

Paragraph 9 of the order states:

“If TPL provides the notice described in paragraph 3, and the Settlement Committee fails to (a) agree to a time for a conference within 48 hours, (b) attend an agreed-on conference, or (c) provide a written statement of its position as described in paragraph 5, then it is deemed that the creditors committee has not objected to the proposed settlement, and TPL may enter into it as described in paragraph 6.”

There is no question that the Committee provided the debtor with a written statement regarding all proposed settlements as early November 19th:

“The committee will only consider further proposed settlements if 20% of the gross settlement proceeds is deposited into a trust account for the benefit of creditors. By 20% of gross revenues, we mean 20% of the gross amount of the settlement before Alliacense, the lawyers and others take their cut (e.g., if the gross amount of the settlement is \$1,000,000, the committee wants \$200,000 deposited into a fund for creditors).”

We also sent the subsequent messages to you and Heinz to which you never responded:

November 19th: “There is a concern on the part of the Committee that the debtor will consummate these licenses without committee approval. As you know, this would be in direct violation of the court’s order.”

November 29th: “The Committee’s concern mentioned below continues. Please confirm to us that the debtor has not consummated these licenses without committee approval. If you cannot or do not so confirm, we will assume that the debtor has consummated licenses without committee approval in violation of the court’s order of May 7, 2013, and we will bring it to the court’s attention.”

I ask you again which settlements have been consummated?

From: Heinz Binder
Sent: Tuesday, December 10, 2013 4:25 PM
To: 'Murray.John@dorsey.com'; Rob Harris
Cc: franklin.robert@dorsey.com; hwang.thomas@dorsey.com
Subject: RE: CONFIDENTIAL - Request for Sub-Committee Meeting

John,

The Settlement Procedures Order outlines specific procedures which must be followed by TPL and by the Official Committee of Unsecured Creditors (the "Committee") when TPL seeks Committee approval of a proposed settlement with one of the parties to the Patent Cases. Paragraph 3 of the Settlement Procedures Order states, *inter alia*:

"When TPL wishes to settle litigation by way of the issuance of a license or otherwise, it will send a notice to the Settlement Committee and the committee counsel identifying the adverse party and the terms of the proposed settlement. Counsel for the committee and for TPL will then schedule a conference call to consider the proposed settlement at a mutually-convenience time (but in no event later than 48 hours from the date and time of the notice) among the Settlement Committee, committee counsel, TPL's bankruptcy counsel, TPL's special litigation counsel and the licensing director for Alliacense Limited LLC."

Paragraph 9 of the Settlement Procedures Order states that "[i]f TPL provides the notice described in paragraph 3, and the Settlement Committee fails to (a) agree to a time for a conference within 48 hours, (b) attend an agreed-on conference, or (c) provide a written statement of its position as described in paragraph 5 [in other words, following the "presentation", or conference call required in paragraph 3], then it is deemed that the creditors committee has not objected to the proposed settlement, and TPL may enter into it as described in paragraph 6."

On November 18, 2013 at 9:31 p.m., pursuant to the conference call protocol required in paragraph 3 of the Order, Susan Anhalt sent you an email, as counsel for the TPL, informing you that TPL requests a meeting of the Settlement Committee on the following afternoon to discuss the terms of a TPL settlement with **AMD** regarding Fast Logic. On November 19, 2013 at 10:18 a.m., Ms. Anhalt received an email from you stating, *inter alia*, that the Committee will only consider further proposed settlements if 20% of the gross settlement proceeds is deposited into a trust account for the benefit of creditors. On November 19, 2013 at 9:56 p.m., Ms. Anhalt sent you and the Settlement Committee a further email describing the terms of TPL's proposed settlement with **AMD**. In that email, Ms. Anhalt also informed you that TPL would like to discuss the proposed settlement with another defendant in the Patent Cases, **SK Hynix**, and requested that you let TPL know the Settlement Committee's availability for a meeting as soon as possible. On November 20, 2013 at 12:27 p.m., Ms. Anhalt sent you and the Settlement Committee a further email describing the terms of the proposed settlement with **SK Hynix**. On November 20, 2013 at 4:53 p.m., you sent Ms. Anhalt an email that was identical to your November 19, 2013 email, stating that the committee will only consider further proposed settlements if 20% of the gross settlement proceeds is

deposited into a trust account for the benefit of creditors. Other than the 2 emails from you described above, Ms. Anhalt received no other response from you and, in particular, no agreement to schedule a conference call with the Settlement Committee as mandated in paragraph 3 of the Settlement Procedures Order to discuss the settlements with **AMD and SK Hynix**.

On November 26, 2013 at 12:41 p.m., Ms. Anhalt sent you and the Settlement Committee an email describing the terms of a proposed settlement between TPL and **ON Semiconductor**, another defendant in the Patent Cases, and requesting a phone conference with the Settlement Committee as soon as possible. Your response was the same as above.

At no time did you or your client "... schedule a conference call to consider the proposed settlements" as required under paragraph 3 of the Settlement Procedures Order, or arrange a presentation and approval of any of the foregoing settlement proposals during a regularly scheduled weekly meeting of your Committee permitted alternatively under paragraph 4 of the Order.

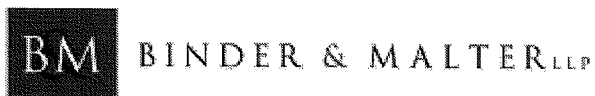
Paragraph 5 of the Order, on which you rely to assert that the email messages you did send constitute a "written response" to the AMD, SK Hynix, and ON Semiconductor settlements is inapplicable for two reasons: first, paragraph 5 starts with this: "[i]mmediately *following* a presentation described in Paragraph 3 or 4 above, the Settlement Committee shall convene to discuss the proposed settlement and decide if it does or does not support it." Neither a call nor presentation took place. Second, paragraph 5 requires that the Committee "... convene to discuss the proposed settlement and decide if it does or does not support it." Your emails contain the clear admission that "[t]he committee *will* only consider further proposed settlements if ..." It's apparent that, the requirement for a call or presentation to inform and educate it aside, the Committee did not convene to discuss the proposed AMD, ON Semiconductor settlement and SK Hynix settlements and decide it did or did not approve them.

TPL has entered into license agreements with AMD and ON Semiconductor.

John, as always, you are welcome to call and TALK to me.

Regards
Heinz

Heinz Binder



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