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12 Attorneys for Debtor and Debtor-in-Possession  
13 TECHNOLOGY PROPERTIES LIMITED LLC

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

In re:

TECHNOLOGY PROPERTIES LIMITED,  
LLC, a California limited liability company,  
  
Debtor.

Case No.: 13- 51589SLJ

Chapter 11

Date: November 12, 2014  
Time: 10:00 a.m.  
Place: Courtroom 3099  
280 South First Street  
San Jose, California

**TPL'S OBJECTIONS TO APPROVAL OF DISCLOSURE STATEMENT RE:  
MOORE MONETIZATION PLAN OF REORGANIZATION (OCTOBER 29, 2014)  
AND TO CONFIRMATION OF MOORE PLAN**

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## I. INTRODUCTION

After hearing on October 2, 2014, this Court ordered Mr. Moore to submit an amended disclosure statement to address the objections that the Court sustained. Mr. Moore and his counsel have failed to meet this Court's mandate. By adding 17 pages of hyperbolic argument, unsupported opinions, charts, and unsolicited views of the results of litigation to an already flawed document, proponent Moore has created a substantially more confusing document that is even less capable of approval under Bankruptcy Code section 1125 than his original filing.

Pursuant to Federal Rule of Bankruptcy Procedure 3017(a), TPL<sup>1</sup> therefore objects to approval of the Moore DS<sup>2</sup> on the grounds once again that it describes a plan that is unconfirmable as a matter of law, has been submitted in bad faith, remains grossly deficient, and contains new and even more numerous factual misstatements than its predecessor. TPL hereby realleges and incorporates by this reference each and every objection an allegation contained in the Amended TPL's Objections to Approval of Disclosure Statement Re: Moore Monetization Plan of Reorganization and to Confirmation of Plan Dated September 25, 2014, and joins in the objection of the Committee to the Moore DS.

## II. ARGUMENT:

### A. All Charts And Graphs Should Be Stricken

Mr. Moore and his counsel have created a number of charts and graphs for the current version of the DS without adequate foundation and an explanation of the assumptions underlying each. As would be the case at trial, the potential for prejudice and mischief far outweighs any potential benefit that creditors might receive from parsing the charts. All charts should be

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<sup>1</sup> Debtor and debtor-in-possession Technology Properties Limited, LLC ("TPL").

<sup>2</sup> Disclosure Statement Re: Moore Monetization Plan of Reorganization Dated (October 29, 2014) (the "DS" or the "Moore DS").

1  
2 stricken from the current version of the DS unless and until the data and assumptions underlying  
3 each are included in the disclosure statement and referenced by way of footnotes to the charts.  
4

5 **B. Mr. Moore's Multiple Misstatements In His Amended Disclosure**  
6 **Statement Should Be Stricken Unless Supported With Substantial**  
7 **Evidence and Explanation.**

8 TPL challenges the following passages of the Moore DS and asks for supplementation or  
9 excision as set forth below:

- 10 1. "Mr. Moore requests that you vote promptly for the 10/29/2014 MMP Plan upon  
11 carefully reviewing the accompanying materials." DS, 2:4-5. The language fails to  
12 recognize that an OCC-TPL Joint Plan is being solicited simultaneously and suggests  
13 that voting should occur without reading both plans. The language should indicate  
14 that both plans should be read before voting occurs if it is to remain in the DS.
- 15 2. "If you have any questions regarding the procedures for voting, or any questions  
16 concerning your treatment under the 10/29/2014 MMP Plan, please contact Mr.  
17 Moore's counsel whose contact information is provided at the top of the first page of  
18 this Disclosure Statement. DS, 2:9-12. The suggestion that a creditor contact counsel  
19 for plan proponent Moore about voting procedures is improper both because it fails to  
20 describe what the voting procedures are and encourages improper contact regarding a  
21 solicited plan. Specific voting procedures should be inserted at this point of the DS,  
22 and any recommendation by Mr. Moore as to what that vote should be should be  
23 moved to the end of the disclosure statement and labeled with a caption specifically  
24 indicating that it is the recommendation of the plan proponent himself and nothing  
25 more.  
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3. “Belatedly, and with timing suspicious to Mr. Moore, an MMP license was announced on September 11, 2014.” DS, 5:4-5. The factual basis for Mr. Moore’s suspicion should be set forth in detail. Moreover, Mr. Moore should disclose that the MMP license in question was apparently announced by Patriot and not by TPL or Alliacense.
  4. “In particular, the cornerstone MMP patent – known as the ‘336 patent – will expire in mid-2015, making renewed MMP licensing a matter of urgency.” DS, 5:19-20. This statement is inadequate by itself and should be followed by an explanation that patent rights can be prosecuted for a period of years following the expiration date referenced.
  5. “The 10/29/2014 MMP Plan provides for payment in full (with interest) to Creditors holding Allowed Claims, over a period of five years (subject to further extension upon Bankruptcy Court approval).” DS, 6:9-10. Here, Mr. Moore should acknowledge that the IP owners for Core Flash and Fast Logic portfolios (and likely the inventor of at least one of those portfolios as well who could declare a default and foreclose his intellectual property) refuse to consent to assumption or assignment of the commercialization agreements. Thus, the proceeds from his portfolios will not be available to pay claims of creditors. The severe negative impact of Mr. Moore’s inability to commercialize and license these portfolios and inability to make full payment with interest at the time set forth in the Moore plan should be disclosed.
  6. “Splitting the rights in this manner provides TPL a great deal of flexibility in being able to control portfolios through various entities, most of which are owned or controlled by Mr. Leckrone.” DS, 8:5-6. The DS should indicate the position of TPL

1 that ownership of various portfolios in separate LLCs is an important part of  
2 protecting the portfolios from adverse tax consequences and enabling development  
3 and commercialization.  
4

5 7. On page 9 of the beginning of line 16 the following should be inserted: "Mr. Moore  
6 sought out TPL to manage and support the development of the array project he  
7 envisioned, just as TPL had in 1989 with respect to a prior project. The economic  
8 foundation of the relationship was that TPL would invest heavily in locating funding  
9 to support the array project including the commercialization of the MMP portfolio  
10 and in return for this commitment of time money and resources, TPL received a 45%  
11 interest in the ownership and the proceeds of the project."  
12

13 8. Page 9, footnote 3 is argumentative and should be stricken in its entirety.

14 9. "In 2005, Patriot filed suit against TPL asking the court for a declaratory judgment  
15 that Patriot was the sole owner of the MMP Patents." DS, 11:10-11. In fact, the suit  
16 was filed in 2003.

17 10. "Until 2010, Mr. Leckrone, through his ownership of TPL, retained 100% of the  
18 licensing and commercialization rights to the MMP portfolio." This statement is  
19 false. The right to license MMP portfolio intellectual property has been held by PDS  
20 since the 2005 agreement granting it that right. The disclosure statement should  
21 explicitly so state.

22 11. The following should be inserted at Page 11 just before the first full sentence on line  
23 17: "The economic foundation of the joint venture was that TPL would give PTSC  
24 50% of the \$20 million proceeds TPL was to receive from Intel and immediately  
25 invest TPL resources and funds in the development and execution of a licensing  
26

1 program for the MMP portfolio. Patriot was not given the “first 20 million,” instead,  
2 it received 10% of the first \$200 million as it was earned by TPL's licensing program  
3

4 12. At page 13 of the DS, immediately preceding the first full sentence on a line 12 the  
5 following should be inserted: “According to TPL, Alliacense was formed  
6 immediately upon the launch of the MMP Licensing Program, since it was Alliacense  
7 who created the Program in 2004. Alliacense LLC was originally organized in  
8 Nevada on January 1, 2005, and later merged with Alliacense LLC, a Delaware  
9 entity. Alliacense is now and always has been a separate entity from TPL. However,  
10 because it was newly formed in 2005 (not 2007), it had no industry reputation and  
11 was therefore associated with the very powerful TPL brand well known in the  
12 industry for over two decades. Mr. Moore has no evidence to contradict these facts.”  
13

14 13. “Mr. Neilson accepted a position as a consultant to TPL, for which he received a  
15 generous salary as well as other compensation in the form of a percentage of TPL  
16 MMP royalties.” DS, 12:17-19. The following should be added immediately after  
17 this sentence: “TPL disagrees with the preceding statement and contends that Mr.  
18 Nielsen received a modest salary and a payment in addition to his consulting fee that  
19 was based on a percentage of Alliacense revenues”  
20

21 14. “The President and the Sr. Vice President of Licensing for Alliacense maintain that  
22 they have compensation agreements (oral agreements, as it happens) with TPL, not  
23 Alliacense. (They are creditors in this case, whose claims will be examined by the  
24 Chapter 11 Trustee under the 10/29/2014 MMP Plan.)” DS, 13:15-19. Mr. Moore’s  
25 incorrect statement should be deleted and replaced with the following: “[t]he  
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1 President and Senior Vice President of Alliacense had compensation agreements with  
2 Alliacense, and secondarily performance-based incentives with TPL.”  
3

4 15. At page 13, immediately preceding the first full sentence on line 23 the following  
5 should be inserted: “Mr. Moore, and everyone else working at IntellaSys, Alliacense,  
6 and TPL were well aware of the distinct organizations for which they worked, as  
7 reflected by their titles, their business cards, their roles and their  
8 responsibilities. Each organization had separate personnel, reporting through separate  
9 reporting structures, and were measured and compensated according to distinct  
10 corporate goals and objectives. Each of the companies (IntellaSys and Alliacense)  
11 conducted separate and distinct corporate meetings and events. Occasionally, a  
12 member of Alliacense would offer insight or assistance to IntellaSys (and vice versa),  
13 but there was a very strong sense of distinct independence and competition between  
14 the two companies. IntellaSys and Alliacense were formed and operated as  
15 independent companies to assure that the licensing business did not interfere with the  
16 development of the chip business in the marketplace.”

17 16. The following should be inserted between the first and second sentences at Page 14,  
18 line 1 of the DS: “The commercialization agreement specifically authorizes and  
19 empowers TPL to make such arrangements with third parties as it considers  
20 appropriate in the development of and pursuit of the commercialization of MMP and  
21 Array technology.”

22 17. The following should be added immediately following the last sentence of page 14,  
23 line 6 of the DS: “Apparently, Mr. Moore has knowingly permitted entities that he  
24 now asserts had no consent to commercialize to commercialize MMP technology  
25 without objection from more than a decade, accepting more than \$11 million in  
26 benefits from such activity, and can be deemed to have waived the requirement of  
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2 consent if one ever existed, or can be estopped as a matter of equity from now  
3 asserting such a position.”

4 18. The following should be added at page 14, line 25 of the DS “In light of the constant  
5 litigation and tension between Patriot and TPL, in 2012, Alliacense insisted on a  
6 ‘direct relationship’ with PDS, so that it could serve the interests of the MMP  
7 Program directly — rather than via a contractual relationship with one of the two  
8 constantly feuding parties. Both Patriot and TPL were initially quite adverse to this  
9 idea, but eventually Alliacense and PDS reached an agreement which has formed the  
10 basis of the MMP licensing program, until PDS withheld over \$1.2M of payments  
11 bringing Alliacense to its financial knees and compelled Alliacense to accept a  
12 substitute “Novation Agreement.” At the insistence of Patriot, and as an element of a  
13 multi-faceted agreement with respect to a variety of business issues, TPL gave up its  
14 right to manage the MMP licensing program which by force of law reverted to PDS  
15 in which the exclusive rights thereto had been conveyed pursuant to agreements to  
16 which Mr. Moore was a party.

17 19. “Further, Mr. Leckrone now desired to shift commercialization authority to his now-  
18 wholly owned Alliacense company.” DS, 15:4-5. Mr. Moore’s unsupported surmise  
19 as to the intentions of Mr. Leckrone in entering into a particular contract are  
20 speculative, unsupported, incorrect, and should be stricken.

21 20. The following should be inserted at page 15, line 6: “At the insistence of Patriot, PDS  
22 entered into a services agreement negotiated by Patriot with PDS pursuant to which  
23 Alliacense would run the MMP licensing program but had would have no authority  
24 for "MMP licensing authority" which remained vested exclusively in PDS. Mr.  
25 Moore mistakes licensing for litigation support services and patent maintenance and  
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2 defense associated commercialization with the issuance of licenses themselves and  
3 incorrectly attaches a requirement of consent to provision of the former.

4 21. The following should be inserted at page 15, line 22 of the DS following the last  
5 sentence: "Since Alliacense's creation of the MMP Licensing Program, it has  
6 managed the commercialization effort. Alliacense, however, has never had 'signature  
7 authority' to close licensing transactions. That authority to issue licenses remains  
8 with PDS. Today, just as at all times since the Program launch in 2004, Alliacense  
9 conducts its technical and marketing and negotiation efforts, and then recommends  
10 deals to the appropriate signatories (TPL and PDS)."

11 22. The following should be inserted preceding the first full sentence at page 16 of the  
12 DS, line 20: "TPL disagrees with the preceding statements. Alliacense is required  
13 to list all prospective MMP licensing entities (except the present Defendants) by  
14 anticipated relevant revenue, industry segment and licensing prospects, and divide  
15 them into two lists such that Alliacense is indifferent between the two lists as to  
16 which collection of prospective licensees it would prefer pursuing. Alliacense has  
17 estimated that approximately 2 man hours per account (approximately 1000 hours) is  
18 a reasonable resource estimate. Alliacense is performing the task fast as it can.  
19 Patriot has claimed Alliacense to be in 'breach,' despite the fact that Alliacense has  
20 been diligently pursuing this task to completion since being notified of its duty to do  
21 so. Alliacense is not resisting and has indeed undertaken the incredibly arduous task  
22 of creating the lists contemplated by the agreement a task which was so daunting that  
23 Patriot refused to go ahead with such a project when it was proposed by TPL two to  
24 three years ago. Notably, the work product developed by Alliacense as to each  
25 potential infringer has from the outset has been agreed and contracted to be the  
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2 exclusive property of Alliacense which invested heavily in the development  
3 thereof.”  
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5 23. At the end of the sentence at page 16, line 7 the following should be inserted: “Mr.  
6 Leckrone resigned as CEO at the insistence of the OCC.”

7 24. “Acting as a fiduciary of the Reorganized Company, with the power and  
8 responsibility to approve major company actions, including the settlement of  
9 Avoidance Actions and Retained Claims, disposing of major assets or altering the  
10 structure of the Reorganized Company,” DS, 50:26-51:2. Mr. Moore should be  
11 compelled to indicate that, while a chapter 11 trustee might take over supervision of  
12 litigation he will be unable to perform under the commercialization agreements as to  
13 Core flash or FastLogic absent consent of the IP owners, whose consent is unlikely to  
14 be given.  
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16 25. The following should be inserted at the end of the last sentence of page 4 line 20 of  
17 DS: “TPL disagrees with the foregoing statements. The only debt incurred by TPL  
18 was with respect to the purchase of ONSPEC Electronics Inc., and TPL received all  
19 of the assets of the chip company which were deemed to be extremely valuable and  
20 necessary for the development and growth of the TPL chip business. TPL also  
21 received a portion of the revenues generated by the licensing by the patent portfolio  
22 which is been developed by ONSPEC and which were the other was the underpinning  
23 of the ONSPEC chip business.”

24 26. Following page 33, line 9 of the DS, the following should be inserted: “TPL does not  
25 own databases used in connection with the licensing and commercialization of its  
26 patent portfolios. As explained earlier pursuant demand of the OCC which then  
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1 appointed Swamy Venkidu as his replacement, likewise with the PDS management  
2 committee. Terms of the various Alliacense services agreement, Alliacense is the  
3 exclusive owner of all of the intellectual property contained in its proprietary  
4 database, and neither Mr. Moore, MMG nor any other party is entitled to that absent  
5 the full and voluntary consent of Alliacense. Without that information, any successor  
6 to a license would have to spend years developing it from scratch, if it could do so at  
7 all. This is one of the primary bases on which the Moore plan is unconfirmable as a  
8 matter of law: it assumes and requires the uncompensated taking this property from a  
9 non-debtor, to wit: Alliacense.”

10  
11 27. At page 45, lines 8 to 11 of the DS, TPL contends that a concise summary of plan  
12 treatment for each of the ten classes is mandatory as, without it, the DS fails to  
13 explain to creditors what they will get and when.  
14

15 28. Following the last sentence at page 53 of the DS, line 9, the following should be  
16 inserted: “Alliacense has achieved results in the MMP Program without equal in all of  
17 the industry. Of its over 110 MMP Licensees, over 90% were achieved without  
18 litigation. Alliacense has been successful in licensing these companies in over 20  
19 industry segments, and has generated over \$330 million in MMP licensing revenue  
20 alone. Of the litigation concluded so far, all were either initiated by Patriot or by  
21 declaratory judgment by infringers themselves. Alliacense avoids litigation since  
22 litigation costs dramatically impact its contingency fees. Alliacense has provided  
23 over \$3 million in litigation support services to PDS and TPL that has gone unpaid to  
24 date. Since the inception of the MMP licensing program, Alliacense has researched  
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1 over 18,000 products, created over 11,000 engineering analyses, conducted over  
2 3,000 meetings, and generated over 61,000 pieces of licensing correspondence.”

3  
4 29. “Patent trolls are often charged with using litigation and the threat of litigation to  
5 coerce the sale of patent licenses. The litigation-first strategy chosen by Mr. Leckrone  
6 and Alliacense rendered Debtor TPL susceptible to the patent troll label.” DS, 53:16-  
7 18. TPL objects to the use of the term “patent troll” as pejorative, misleading, and  
8 offering no useful or admissible legal description. Moreover, the DS should indicate  
9 that the policy TPL is to negotiate for at least a year and the as much as five years  
10 prior to the initiation of any action of any potential infringer.

11  
12 30. The following should be function be added at page 54, following the last sentence on  
13 line 15 of the DS: “The decision not to use Mr. Moore as a witness was made by the  
14 litigation counsel responsible for the case based in large measure on Mr. Moore's lack  
15 of performance and depositions which was in turn based in large measure on the  
16 refusal of Mr. Moore and Mr. Prochnow to participate in deposition preparation  
17 which trial counsel wanted to conduct and in fact did conduct with every witness  
18 other than Mr. Moore.”

19  
20 31. At page 54 of the DS, line 24, the sentence and single paragraph “It gets worse” is  
21 argumentative and should be stricken.

22  
23 32. The language page 56, lines 6 through 11 of the DS should be stricken as it is  
24 argumentative and makes an unsupported assumption that only the MIG-Moore  
25 business model will survive in future litigation, thereby oversimplifying an extremely  
26 complex issue and offering no basis therefor.

1  
2 33. The language of the DS at page 60 lines 14-18 should be stricken. The readiness of  
3 MIG to replace the functions of TPL and Alliacense is entirely unproven, and no  
4 details of its ability to do so, much less of the consequences of breaching the  
5 Alliacense contract and creating millions of dollars of damages against the estate for  
6 pre-petition and potentially post-petition amounts, is described anywhere in the DS.

7 34. The language page 60 lines and 19 through 22 of the DS that PDS has issued licenses  
8 at fire sale prices, improperly blamed upon Alliacense, should be stricken in its  
9 entirety unless supported with specific evidence of particular licenses and appropriate  
10 market prices that should have been charged.

11 35. At page 61 of the DS, lines 1-5, the basis on which a change in management will  
12 “remove TPL’s present competitive disadvantage” should be described specifically  
13 with all assumptions underlying and facts supporting set forth in detail. The terms  
14 “Synergy” and “competitive advantage” both need to be defined according to  
15 standard business terminology and supported within the evidence that Mr. Moore  
16 might have to prove his hypothesis.

17 36. At page 93, line 27 through page 94 line 5, it should be noted specifically that  
18 Alliacense does not issue licenses, PDS does. The notion that a license issued by a  
19 non-debtor to a non-debtor “rides through” a bankruptcy should be stricken as it  
20 suggests a legal mechanism which does not exist.  
21

22 Dated: November 5, 2014

BINDER & MALTER, LLP

23  
24 By: /s/ Robert G. Harris  
Robert G. Harris  
25  
26  
27

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TECHNOLOGY PROPERTIES LIMITED, LLC

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

In re

TECHNOLOGY PROPERTIES LIMITED,  
LLC,

Debtor.

Case No. 13-51589-SLJ-11

Chapter 11

Date: November 12, 2014

Time: 10:00 a.m.

Place: Courtroom 3099

280 South First Street  
San Jose, California

**CERTIFICATE OF SERVICE**

I, Natalie D. Gonzalez declare:

I am employed in the County of Santa Clara, California. I am over the age of eighteen (18) years and not a party to the within entitled cause; my business address is 2775 Park Avenue, Santa Clara, California 95050.

On November 5, 2014, I served a true and correct copy of the following document(s):

**TPL'S OBJECTIONS TO APPROVAL OF DISCLOSURE STATEMENT RE:  
MOORE MONETIZATION PLAN OF REORGANIZATION (OCTOBER 29,  
2014) AND TO CONFIRMATION OF MOORE PLAN**

via electronic transmission and/or the Court's CM/ECF notification system to the parties registered to receive notice as follows:

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Executed on November 5, 2014, at Santa Clara, California. I certify under penalty of  
perjury that the foregoing is true and correct.

/s/ Natalie D. Gonzalez  
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