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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

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RAMBUS, INC.,

-Vs-

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Plaintiff

: CIVIL ACTION : NO. 3:00CV524

INFINEON TECHNOLOGIES AG, et al., :

Defendants : January 14, 2004

TRANSCRIPT OF CONFERENCE CALL BEFORE THE HONORABLE ROBERT E. PAYNE UNITED STATES DISTRICT JUDGE

## APPEARANCES:

CHRISTIAN & BARTON Richmond, Virginia

BY: R. BRAXTON HILL, IV, ESQ.

MUNGER, TOLLES & OLSON Los Angeles, California BY: GREGORY P. STONE, ESQ.

Counsel on behalf of the Plaintiff McGUIRE WOODS

Richmond, Virginia

BY: BRIAN C. RIOPELLE, ESQ.

KIRKLAND & ELLIS New York, New York

BY: JOHN M. DESMARAIS, ESQ. MICHAEL STADNICK, ESQ.

Counsel on behalf of the Defendants

SANDRA M. BEVERLY, RPR OFFICIAL COURT REPORTER UNITED STATES DISTRICT COURT

1 THE COURT: Hello. This is Rambus, Inc. v. 2 Infineon Technologies, AG, et al., Civil Number 3:00CV524. 3 Starting with counsel for the plaintiff, 4 please identify yourselves, and remember to give your 5 name when you're speaking, if you would. б 7 MR. STONE: Gregory Stone on behalf of the 8 plaintiff, Rambus. 9 MR. HILL: Braxton Hill on behalf of the plaintiff, Rambus. 10 MR. DESMARAIS: John Desmarais and Michael 11 12 Stadnick from Kirkland & Ellis on behalf of Infineon. 13 MR. RIOPELLE: Brian Riopelle from McGuire Woods for Infineon. 14 15 THE COURT: All right. I have reviewed the 16 draft pretrial order you have sent in. I have a 17 couple of questions. If you'd look at February 13th, page 2, it 18 19 was my understanding that basically we didn't have a 20 lot of expert reports except as -- and the only expert reports we really needed were as to damages because 21 Mr. Huber has already filed one and Rambus was willing 22

to stay with Mr. McAlexander's.

I know that, Mr. Stone, you were going to

talk with -- is it Dr. Huber or Mr. -- anyway Dr.

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Huber, or whichever his proper honorific is, about his availability on the trial date and we were going to discuss that situation.

Am I wrong about what we're looking at in terms of expert reports and testimony?

MR. DESMARAIS: Your Honor, this is John
Desmarais for Infineon. I think you're exactly right,
and I think we may even be able to do away with the
damages expert reports.

As I mentioned in court the other day, we're going to try to work with Mr. Stone for Rambus and try to work out a stipulation whereby we won't even need the damages report because all that would be directed to the new products and the new volume of sales, and there is no reason to argue about that. I think we will be able to work that out.

if I remember correctly, there are new products, and either an expert would have to testify about whether those products were infringed or you would have to agree that the determination of infringement, as to the products which were addressed in the expert's report already, would be governing and would apply to the new products. I believe that's what we talked about, but again I may be wrong.

MR. DESMARAIS: John Desmarais again, Your Honor. You're exactly right. We're preparing a list of the new products, and it is my present understanding that we're going to be able to stipulate that the relevant circuitry is the same and that there

I haven't finished the list of new products. So I can't say definitively right now, but it looks like we're going to be able to reach agreement on both of those points.

is no need for additional infringement reports.

THE COURT: But if you can't, you would submit -- there would be reports submitted by Dr. Huber and your expert on the schedule called for in this order.

MR. DESMARAIS: That's exactly right.

THE COURT: All right. Excuse me, Mr. Stone, where do you stand on this issue?

MR. STONE: I have a slightly different view, Your Honor, in part, fueled by the fact that the Federal Circuit's claim construction of the term "read request" was different than the construction proffered by either of the parties or adopted by Your Honor.

So that different claim construction seems to me to be something that needs to be addressed by all of the experts, that no one had an opportunity to

address it before since it was not the construction proffered by any of the parties or adopted by Your Honor.

So I think we need to address in our report the construction of the term "read request" at a minimum because it differs from anything that you had before you previously.

And at the present time, we anticipate the need, because we don't know whether an agreement will be reached to alleviate the need or not, of having to put in a report that establishes the infringement of these patents in suit by the new claims -- I mean --

THE COURT: The new products.

MR. STONE: -- the new products.

THE COURT: Yes.

MR. STONE: I think we will again ask Your Honor to consider -- I know the issue of first and second external clock signal was one we talked about last week, and I think we would like to ask Your Honor again, and we will probably do it formally so that you have an opportunity to fully consider our arguments as well as Infineon's opposition, to allow a report to be proffered that addresses specifically the claim constructions that you adopted at the prior trial, which was not appealed, which I recognize.

I understand that's an issue we talked about on the 8th. I think we will ask Your Honor to consider that in the context of whether or not other reports have to be submitted in any event because of the Federal Circuit's construction of the term "read request," among other things, and the possibility that we will need in any event to address the new products.

THE COURT: Mr. Desmarais, you heard what Mr. Stone said.

MR. DESMARAIS: Yes, I did hear what he said. Obviously, I have a different point of view. I don't believe that either side should be allowed at this point to change the infringement or noninfringement reports, and I think that the Federal Circuit's law on that is to that effect.

You can look at the Exxon v. Lubrizol case where each of the parties submitted competing claim construction positions. The Federal Circuit came up with a third one. And then the Federal Circuit applied that construction to the infringement proofs. It did not require additional reports or additional positions.

I don't think that's the way they interpret their claim construction duty, and I don't think it's appropriate for us to be redoing expert reports right

MR. STONE: Well, I'm not contesting that -maybe I wasn't clear. I'm not contesting that the
construction that we proceed with is the construction
adopted by the Federal Circuit. I'm not asking the
Court to reject the Federal Circuit's views on that
issue.

Rather, I want to make certain that our expert is able to testify to the claim construction adopted by the Federal Circuit and that he'll be permitted to show how the products infringe under that claim construction, which I think is entirely consistent with the Lubrizol case.

His testimony, which I understand has to first be proffered in the form of a report so that it's out there and everybody has a chance to prepare for it, his testimony as to why the products in question infringe the claims under the Federal Circuit's construction of the term "read request" I think needs to be out there because the construction that was ultimately adopted is not one that any of the parties had previously proffered.

THE COURT: Is it only read request that the Federal Circuit interpreted differently?

MR. STONE: That's my current belief, Your

Honor. I am -- in light of the hearing last week, I want to make sure that I looked at each of the terms carefully and have that right because I don't want -- and I know you'll understand. I don't want to have a situation in which our expert hasn't given fair notice of the testimony he expects to give in order to establish infringement under the Federal Circuit's construction.

I think that's the only term. It certainly is the only term of any significant difference from the parties' constructions that were previously proffered. I just don't want to find myself where I haven't given everybody fair notice of what the expert will testify to, consistent with what the Federal Circuit has said the construction should be.

THE COURT: Mr. Desmarais, do agree or disagree that the Federal Circuit's interpretation of the term "read request" was different than that -- than the construction proffered at the trial level or appellate level by either of the parties or by the Court in the district court in the Markman opinion?

MR. DESMARAIS: I believe that Mr. Stone is correct that the Federal Circuit's definition of read request is slightly different than what was proposed by Rambus.

I don't agree with Mr. Stone's view of the law, however, because in the Exxon v. Lubrizol case, the Federal Circuit did the same thing. It adopted a construction different than proposed by both parties, and it did not allow the parties to submit additional proof and additional expert reports.

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THE COURT: But that's because it decided the issues on appeal.

MR. DESMARAIS: That's correct.

THE COURT: It didn't remand it for interpretation of infringement.

MR. DESMARAIS: That's correct.

THE COURT: So isn't that a difference between <u>Lubrizol</u> and this case?

MR. DESMARAIS: I don't think so because what the Federal Circuit said in the <a href="Exxon v. Lubrizol">Exxon v. Lubrizol</a> case was that the -- I don't have the case in front of me, but, essentially, what they said is the parties were not entitled to go back and redo their expert reports.

I don't know that they were given specifically that issue, but they ruled as a matter of law on infringement based on the evidence that was put in, even though they adopted a construction that neither party advanced.

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THE COURT: But they did it on the record as it existed and on appeal and did not remand the case for a decision.

MR. DESMARAIS: That's correct.

THE COURT: Well, it does seem to me that if the Federal Circuit interpreted a claim in a way that, A, was not the same as the Markman opinion or, B, previously interpreted by either of the parties, that perhaps there ought to be a limited determination of why products infringe, specific products infringe, based on the Federal Circuit's interpretation, assuming that that interpretation is not just a semantic one.

And I gather, Mr. Stone, you're saying that you do not think that the interpretation of read request was a semantic one.

MR. STONE: That's my position, Your Honor. I think we would probably all reach that agreement, but that's certainly my position.

THE COURT: All right. Well, then what would happen on -- and, excuse me, let me stop that sentence and go back again to another point.

When, Mr. Desmarais, do you believe that you will be able to agree or to tell Mr. Stone that you don't agree that whatever opinions there are on extant products or products that are covered in the infringement analysis previously given will be binding upon you as to the new products?

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MR. DESMARAIS: I'm hopeful that we can send Mr. Stone a proposed list of the new products by Friday, at the latest by Monday, saying that here are what we understand to be the new products. We would agree that the infringement decision would be driven by the current -- the products currently in suit. So, hopefully, we will have that done by Friday, but by the latest Monday.

THE COURT: All right. Well, it seems to me for now then the entry for February 13th should be that the party with the burden -- well, I'd like to be precise about what we're talking about so there isn't any misunderstanding.

Are you doing any expert reports on the monopolization claim that are different than you've already done, Mr. Desmarais? I don't think you are, are you?

MR. DESMARAIS: I wasn't planning on submitting any expert reports on the old claims.

There is a possibility that, depending on what new claims we try to add to the case, there might be a need for expert reports, but I don't have any in mind

right now.

holiday.

THE COURT: All right. Well, and your filing about whether you should be permitted to amend will be when, on Monday?

MR. DESMARAIS: That's correct, Your Honor.

THE COURT: Now, Monday is a federal

MR. DESMARAIS: Oh, that's right, it is, isn't it?

THE COURT: Well, you serve it on each other and then deliver the papers over here on Monday morning.

MR. STONE: Did you mean Tuesday morning, Your Honor?

THE COURT: I did mean Tuesday morning.

MR. STONE: Well, we'll go ahead -- I had understood we would just serve on whatever date we'd agreed and that we will file when it's appropriate.

THE COURT: I guess what I'm thinking is this, on February 13th, Rambus will file an expert report that deals with the term "read request" to the extent that it's different than what -- that it's differently interpreted by the Federal Circuit and also a report dealing with any of the new products alleged to infringe, Infineon products alleged to

infringe, and any new damage report that needs to be filed.

MR. STONE: I agree --

THE COURT: And that's all that we're dealing with at this time.

MR. STONE: This is Greg Stone, Your Honor. I agree with everything you've said. The only caveat I have is if we determine that there were any other terms where the Federal Circuit had a claim construction that needs to be addressed because it wasn't previously addressed, and I don't see any at the moment, but I just want to reserve the chance to try to study that a little more carefully.

And I can certainly alert you and Mr.

Desmarais to that issue if we think there are any in advance of the 13th. I don't mean to hold off until the 13th to do that analysis, but I'm not sure I have completed it exhaustively. We would want leave to file that on the 13th as well.

THE COURT: Well, I understand, but the problem is that that's a big camel's nose under a tent right now.

MR. STONE: I admit to characterize it as and view it to be a very small nose and probably one that's not under the tent.

THE COURT: And one that even could pass through the eye of a needle I guess.

All right. Well, I think this, that if you tender anything on the 13th other than read request, you have to also file a paper demonstrating why the Circuit's interpretation is different.

I'm not sure, frankly, that the Circuit's interpretation is really much different on read request than the original Rambus one, but I may be wrong, and Mr. Desmarais seems to think that it was different.

So since you all are in agreement, I'm willing to treat that one in that fashion and say, go on and file a supplemental report on it.

If you file a supplemental report on the 13th on any other term, then you need to demonstrate why the Federal Circuit's is different than the ones that you proffered or the one that I did, where the one that I did is the extant interpretation because it wasn't appealed.

MR. STONE: I understand, Your Honor, and we will do that. If that should be something we feel the need to do, we will file that paper as well.

THE COURT: I'm hoping you're correct. And you don't envision any expert reports that you'll be

filing on anything you have the burden of proof on, Mr. Desmarais; is that right; at this point?

MR. DESMARAIS: At this point I don't envision any expert reports on the things that I have the burden of proof on other than those already served, Your Honor.

THE COURT: All right.

MR. DESMARAIS: I would like -- I don't want my silence on read request to go as silent adoption.

While I believe that the Federal Circuit's construction of read request is different, I'm not saying that I believe that it's substantively different. You had asked whether it was sematically different or substantively different.

So my silence was not meant to agree that it was substantively different and worthy of an additional expert report. Although, it is sematically different.

THE COURT: Different in what way?

MR. DESMARAIS: They do not use the exact phraseology that Rambus used, but I don't believe that it's substantively different.

THE COURT: All right. Well, if I find that there is no difference between the report -- maybe you ought to demonstrate, as well, why read request is

substantively different when you file your other interpretation, Mr. Stone, as well.

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MR. STONE: Okay. That's fine, Your Honor.

THE COURT: Then I'll understand what we're dealing with because if it really is just a semantical difference, I'm not sure we need any other report, and we may strike it. But, on the other hand, the whole nature of claim construction and patent litigation smacks mightily of semantical differences, too.

MR. DESMARAIS: Your Honor, may I ask -this is John Desmarais. May I ask one clarification
just to make sure that I know what we're getting on
the 13th?

The supplemental report on read request will be just on read request, right, not a full expert report on all the terms. It's just on read request.

THE COURT: It will be on read request or any other term that Mr. Stone concludes is -- excuse me, that was interpreted by the Federal Circuit is interpreted differently than in Rambus's report or position originally. Is that not right, Mr. Stone?

MR. STONE: Yes, Your Honor.

THE COURT: And as to all of those things that he says are different in the Federal Circuit, he must file a separate paper, pleading, demonstrating

how the term, as to which the expert report contains a discussion, is, in fact, different than Rambus's previous filing or definitions.

Do I have that right, Mr. Stone?

MR. STONE: Yes, I believe you do, Your Honor. We also would address, if there is no agreement on it, we would address the new products issue. And if there is no agreement on it, we would address in a separate report the damages issue.

THE COURT: Right. Do you understand what we just said together to be correct, Mr. Desmarais, to be the rulings? I know you don't agree with them.

MR. DESMARAIS: Yes. I understand exactly that those are your rulings, and I understand how we're going to proceed.

THE COURT: All right.

MR. DESMARAIS: I do have one additional procedural point just to bring up on this issue to maybe try to convince you that my position is right regarding Exxon v. Lubrizol.

At the Markman hearing, say, for instance, Your Honor had come up with a definition that neither party had advanced in the Markman, we wouldn't get an opportunity to do new expert reports at that juncture. And you had the power, as a matter of law,

to decide a Markman position different from what 1 2 either party submitted. 3 So I don't understand why procedurally it's any different just because it was the Federal Circuit 4 and not Your Honor that came up with the third 5 6 alternative. 7 THE COURT: Well, to complicate my life 8 further, you can file a paper demonstrating why I 9 shouldn't accept the new interpretation if it's 10 proper. 11 MR. DESMARAIS: Should I file that on the 12 13th or when would you like that? (Payme) MR. DESMARAIS: Well, I think you can't file 13 it until you see what they file. 14 15 MR. DESMARAIS: Good point. 16 THE COURT: It would be a waste -- it would 17 be a preemptive strike that might not even come near the target. I think you better file it seven days 18 19 thereafter. 20 MR. DESMARAIS: Okay, that's good. 21 THE COURT: And then you file your reply seven days thereafter, response seven days thereafter, 22 Mr. Stone. 23 24 MR. STONE: Yes, Your Honor.

THE COURT: Because you will have to

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demonstrate in the first instance why it's worthy of receiving expert treatment.

MR. STONE: Right. So it will be the 13th for ours, the 20th for Mr. Demarais's and the 27th for our reply.

THE COURT: Right. Okay. And that way you can ride <u>Lubrizol</u> just as far as you want to ride it.

MR. DESMARAIS: Thank you, Your Honor.

THE COURT: All right. Now, also, I will take your order and reflect that to the extent the order -- to the extent that your order, as we have talked about it here and adjusted it, doesn't deal with something specific in Pretrial Schedule A, that Pretrial Schedule A and it's attached -- excuse me, the Initial Pretrial Order and the Pretrial Schedule A will be in full force and effect and attach that so you'll have one complete what we'll call the Initial Pretrial Order or Revised Initial Pretrial Order.

MR. STONE: And then that will be sent out from chambers, Your Honor?

THE COURT: And you all will get that, yes.

Does somebody have this order on a disk?

MR. STONE: Your Honor, Mr. Hill can bring

it over to you on a disk. He has it in Word form.

THE COURT: Could you do that, Mr. Hill?

20 1 MR. HILL: Yes, Your Honor. 2 THE COURT: All right. Is there anything 3 else we need to deal with today, gentlemen? 4 MR. STONE: Do you want us to add the 20th and the 27th to the order before we bring it over or 5 6 do you just want to add those? 7 THE COURT: I'll add them in. MR. STONE: Okay. We will just bring it to 8 9 you the way it stands. THE COURT: All right. Now, let me ask you 10 this question. What, if anything, have you all done 11 about trying to see if you can settle your dispute? 12 13 And what approaches, if any, do you believe you ought to engage in now that the Federal Circuit 14 has weighed in and you know where you stand on these 15 things and you know at least at this stage of the 16 proceeding what's going to be in and what's not going 17 to be, to the extent that can be known right now? 18 19 What do you think we ought to try to do 20 about getting you two together to talk settlement? 21 MR. STONE: Your Honor, this is Greg Stone.

Let me touch briefly on -- Mr. Desmarais and I have never had a conversation on this subject, although, others on both sides have had some conversations.

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I haven't been privy to all of them.

haven't sat in on any of them. So I'm not sure I could give you a full description of those, but I don't know that that's necessarily what you're really asking.

THE COURT: No, I don't want to know what they are.

MR. STONE: And I understand before I was involved in the case that Judge Merhige had acted in the capacity of trying to mediate or facilitate a resolution between the parties.

I know him slightly, have had professional interactions with him over the years and would be quite willing, if Your Honor thought it appropriate and Infineon thought it appropriate, to meet with him and resume those talks, wherever they had broken off with him before, if that's something that everyone else thought appropriate and if he was willing to be engaged in that fashion.

THE COURT: Mr. Desmarais -- Let me say this. I suppose it goes without saying, Judge Merhige is a close, personal friend, and I have the greatest respect for him.

But I have a recollection that there was some dispute that attended what he had done or not done or what had been said and not said in respect of

settlement. And I don't remember whether it found its way in the papers here or why I came to know about it.

But, anyway, I somehow have the feeling that one of you was opposed to -- or was concerned about something that had happened in front of Judge Merhige, and I don't want to foreclose his consideration at all. But I want to make sure that we don't have any more problems to have to put him through whatever hoops he's got to jump through to get that straight.

I had also thought that since we had discussions last, while this case was on appeal, Judge McKelvie has retired from the bench, and he's very respected. And I don't know whether he feels comfortable about serving as a mediator in cases which he had pending before him; even though this one wasn't pending before him, like issues were pending before him in a case brought by Micron and somebody else. I don't remember who it was.

MR. DESMARAIS: Actually, Your Honor, it was -- this is John Desmarais. It was just Micron that was before Judge McKelvie. The Hynix case was out in California.

THE COURT: Okay.

MR. DESMARAIS: But I'm not sure Judge

McKelvie actually got substantively involved in the case because -- I don't know how far it went, but I know it was stayed pending our case.

THE COURT: Yes.

MR. DESMARAIS: I don't know how substantively involved he really got.

THE COURT: I don't either. But he seems to me to be somebody else that might be able to assist you. And I think you all need to think about what you --

Do you have any thoughts, Mr. Desmarais, at this time about what you'd like to do about --

MR. DESMARAIS: Your Honor, I can offer these thoughts. I agree with Mr. Stone that the parties have met since we were in Virginia last and since the Federal Circuit. I, like, Mr. Stone, have not been personally involved, but I've been updated, and I think there have been two meetings directly between the Infineon executives and the Rambus executives.

My sort of report that I received is that they did not get close to resolution. But, obviously, because they did that, both sides have evidenced their desire to try to resolve the case.

As far as Judge Merhige and Judge McKelvie,

I don't recall what Your Honor is recalling as far as one side or the other having a problem with Judge

Merhige. We're happy to go forward with Judge

Merhige. I don't recall any sort of disagreement or hostility. So Infineon has no objection to Judge

Merhige.

I also know Judge McKelvie quite well and think that he'd be a good alternative, too. So we'd be happy with either of those two.

MR. RIOPELLE: Your Honor, this is Brian Riopelle, just to address Mr. Desmarais's comments. It do remember what the issue with Judge Merhige was, if you'd like me to bring it out. Otherwise, if Mr. Desmarais is happy with Judge Merhige, I'll just sit quiet.

THE COURT: Well, I, frankly, am not sure who raised it to tell you the truth, whether it was Rambus or Infineon. But I think that everybody ought to understand what's going on, I mean what the facts are, and then they can make their own decisions. So go right ahead and say whatever it was so that we're all playing with the same deck of cards.

MR. RIOPELLE: There was no issue personally with Judge Merhige, I think, speaking for Infineon.

We were happy with Judge Merhige.

The issue came up when the case went up on appeal, it appeared that Hunton & Williams, the firm with which Judge Merhige is now working, was going to be counsel of record on the appeal, and we objected to that because of Judge Merhige's involvement.

THE COURT: All right. That's exactly what I'm thinking about. At the time he served in capacity as mediator, he was also with Hunton & Williams, as he still is.

All right. Well, you all give some thought to that. And it doesn't have to be either one of these people, but I'm wondering if you want to think about what's a good way to settle it.

On the other hand, if the fact is, Mr. Stone and Mr. Desmarais, if the pending proceedings in the Federal Trade Commission stand as an utter bar to settlement in this case, then I think you owe it to each other just simply to say that and move on.

There is no sense in people posturing just because they think that it will make me happy because I don't have any interest in the settlement. I'm preparing to try the case. I'm not going to be involved in it, in the settlement, and whether you settle or not is really immaterial to me.

I kind of enjoy patent cases. So it's

something that, albeit challenging, is a positive thing in my life to try one of them.

I simply regret that people who are substantial business people can't find business terms upon which they can agree because I have found over the time I've been practicing law and in this job that people generally do a better job agreeing on things and settling their differences than do judges and juries because judges and juries have such limited options in what they can achieve in making a decision.

So I'm not going to say anything else about settlement in the case. If you all want to proceed, I want you to proceed. If you want to use -- I'd like to know what you're doing, i.e., that you're going to see X, Y and Z, so that I understand what's happening.

If I can approach either of the mediators or anybody else on your behalf, I'll be glad to do that. But having said, unless I hear further from you all, I'm not going to proceed with it any further. But I do believe that it's advantageous for you to try to do that.

And I think it's imperative that you not waste each other's time if, in fact, there is an

absolute impediment here presented by what's happening in the Federal Trade Commission. If either party feels that way, you know, that's just the way life is, but at least you owe it to each other to explain where you stand.

MR. STONE: Your Honor, this is Greg Stone. Let me just say, I think Mr. Desmarais and I can discuss this further off line. I agree with his observation that since the parties had had discussions previously and more recently than the time of the last trial that I think the parties at least have evidenced to date a willingness on both sides to talk.

THE COURT: Good.

MR. STONE: And with regard to Judge
McKelvie, I hold Judge McKelvie in very high regard.

I'd be happy with him. He did reach some substantive issues in the case while he was still handling that.

That may cause him to feel it would be inappropriate

THE COURT: Right.

MR. STONE: I don't know. And it may be sort of issues where his current firm might have a conflict.

THE COURT: Okay.

MR. STONE: But those are all issues I'm

willing to explore because I would be pleased with him as an alternative to Judge Merhige.

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THE COURT: Well, and there are also, I'm sure, other people whom you might explore who don't have conflicts.

MR. STONE: I'm sure there are.

THE COURT: But I've said all I'm going to say, and I'll leave it in your capable hands of counsel to try to direct things right now.

All right. Anything else that we need to cover?

MR. DESMARAIS: Nothing from Infineon, Your Honor.

MR. STONE: Nothing more for Rambus, Your Honor.

THE COURT: All right. Mr. Hill, if you'll get that over here sometime tomorrow, we will get it taken care of.

MR. HILL: I will, Your Honor.

THE COURT: Thank you very much.

MR. DESMARAIS: Thank you, Your Honor.

MR. STONE: Thank you, Your Honor.

THE COURT: Good bye

(The conference was adjourned)

I, Sandra M. Beverly, certify that the foregoing transcript is a correct record of the proceedings taken and transcribed by me to the best of my ability.

Sandra M. Beverly, RPR Date.