United States District Court
Northern District of California

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

San Francisco Division

SYNOPSYS, INC.,

Plaintiff,

v.

AVATAR INTEGRATED SYSTEMS, INC.,

Defendant.

Case No. 20-cv-04151-WHO (LB)

DISCOVERY ORDER

Re: ECF No. 61

The parties have a discovery dispute: Avatar contends that Synopsys's disclosure of its asserted claims and infringement contentions, and its accompanying document production, do not comply with Patent Local Rules 1-1 and 3-2. It asks to stay discovery until the alleged deficiencies are corrected.[1] The court can decide the dispute without oral argument. Civ. L. R. 7-1(b).

One, Avatar contends that Synopsys did not timely produce documents under Patent Local Rule 3-2 because Synopsys admits that it did only an electronic search (and did not search onsite due to the pandemic).[2] Synopsys responds that its offices are closed, it interviewed key witnesses regarding sources of documents, it gathered documents from electronic sources, it believes that the documents do not exist exclusively in hard-copy form, and its production complies with Patent

[1] Joint Letter Brief – ECF No. 61 at 1. Citations refer to material in the Electronic Case File ("ECF"); pinpoint citations are to the ECF-generated page numbers at the top of documents.

[2] *Id.*

Local Rule 3-2.[3] Avatar provided no detail about why the search is deficient. On this record, the court accepts Synopsys's representations and finds that the production complies with the local rule.

Two, Avatar contends that Synopsys's production was "fraught with errors" because it contained 500 pages from another case (that Synopsys clawed back) and Synopsys "failed to include all agreed-upon metadata fields until December 15."[4] Synopsys responds that it omitted a single metadata field, Avatar waited a month to notify it, it acted diligently to fix the error, and the missing field had little practical consequence (because the documents were available and identified by production number in Synopsys's infringement contentions). It contends that an extraneous production, clawed back, is not prejudicial and has nothing to do with the sufficiency of Synopsys's production.[5] The court denies Avatar's "fraught with errors" challenge to the sufficiency of the production. Avatar provides no detail or context. By contrast, Synopsys does. The errors are trivial.

Three, Avatar contends that Synopsys's production is insufficient. The November 11 production had 11 documents: one set of release notes, two spreadsheets of customer-contact information ("apparently for beta customers"), and "eight documents that appear related to a Synopsys customer testing a software release alleged to practice the '655 patent." The December 16 production had agreements with confidentiality provisions related to five of the eight customers on the spreadsheet.

Avatar contends that the documents are not "sufficient to evidence the events described in PLR 3-2(a), as they contain no information related to the testing referenced in the spreadsheets."[6] Synopsys responds that the 11 documents "were all the responsive documents Synopsys could locate in a diligent search" and that it later produced the agreements and will produce others "pending third party notification."[7] Avatar complains about the delay pending the third-party

[3] *Id.* at 3.

[4] *Id.*at 1.

[5] *Id.* at 4.

[6] *Id.*at 1–2 (cleaned up).

[7] *Id.* at 4.

notifications, but Synopsys says that "none of these agreements evidence what was disclosed to customers, and thus do not fall under PLR 3-2(a)."[8]

Synopsys represents that it has produced all that exists. Avatar does not offer any specifics about why this representation is untrue (by, for example, identifying specific categories of information it expected to be in the productions). If it can identify missing categories, it must confer first with Synopsys and then raise any disputes with the court. On this record, and absent any specifics, the court denies Avatar's challenge to Synopsys's production.

Four, Avatar contends that Synopsys's claims charts are "thin" and that Synopsys provides no detail for its indirect infringement contentions.[9] The parties allot three short paragraphs each on this issue, and they attach 178 pages of exhibits, presumably illustrating their points.[10] These high-level arguments and voluminous exhibits do not permit any insight into the dispute. *Cf. In re Global Equity Mgmt. (SA) PTY. Ltd.*, No. C 17-02177-WHA, 2020 WL 4732210, at *4 (N.D. Cal. Aug. 15, 2020) (the court "has no obligation to rummage through the record to find some nugget worthy in itself of" to support granting a summary-judgment motion) (citing *Keenan v. Allan*, 91 F.3d 1275, 1279 (9th Cir. 1996)). The parties must confer on the issue in the manner described in the court's standing order (attached), identify and try to resolve their disagreements, and, if they cannot resolve their disagreements, submit a further letter brief.

Five, on this record, the court does not stay discovery but asks the parties to confer on a reasonable proposal to allow resolution of any dispute.

No party may demand a meeting before January 5, 2021. The parties may not file any discovery dispute in December 2020 because that timeline would not allow a meaningful meet-and-confer.

IT IS SO ORDERED.

Dated: December 30, 2021

LAUREL BEELER
United States Magistrate Judge

[8] *Id.* at 1, 4.

[9] *Id.* at 2.

[10] *Id.* at 2, 5–6 & Exs. A–E – ECF Nos. 61-1–61-5.