

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

QUALCOMM INCORPORATED,  
a Delaware corporation,  
QUALCOMM TECHNOLOGIES, INC.,  
a Delaware corporation,

Plaintiffs,

v.

ARM HOLDINGS PLC,  
a U.K. corporation,

Defendant.

REDACTED - PUBLIC VERSION  
(Filed April 10, 2025)

C.A. No. 24-490-MN



**DEFENDANT'S RESPONSIVE LETTER TO THE  
HONORABLE MARYELLEN NOREIKA REGARDING  
PLAINTIFFS' MOTION FOR LEAVE TO AMEND THE COMPLAINT**

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*Attorneys for Defendant Arm Holdings PLC*

Dear Judge Noreika:

Qualcomm's request to file a Second Amended Complaint ("SAC") should be denied. In 67 paragraphs of new allegations, Qualcomm seeks to: (a) add additional factual support to bolster its existing claims, largely based on alleged conduct Qualcomm knew about when it filed its First Amendment Complaint ("FAC") and in some instances asked about at depositions in October–December 2023; and (b) add two new claims that Arm breached several provisions in a different, separate contract between the parties, the 2013 Technology License Agreement ("TLA"), based on a new set of factual allegations about unrelated licensing disputes.

Under Fed. R. Civ. P. 15(a)(2), the Court should deny Qualcomm's motion "if it is apparent from the record that (1) the moving party has demonstrated undue delay, bad faith or dilatory motives, (2) the amendment would be futile, or (3) the amendment would prejudice the other party." *Lake v. Arnold*, 232 F.3d 360, 373 (3d Cir. 2000). All three reasons for denying leave apply here. Qualcomm unduly delayed in bringing these amendments, each of which it could have added when it filed the FAC. Allowing such late-stage amendments nearly one year into this litigation would unfairly prejudice Arm's ability to develop its defenses and further complicate this case, especially where the substantial document completion deadline is less than a month away and fact discovery closes in three months. And the SAC still does not allege a plausible claim, often for the same reasons the FAC is deficient.

**Undue Delay.** Rule 15 requires more than "timely rais[ing] the dispute" by the March 14 deadline set in the Scheduling Order. Qualcomm must explain why it is seeking leave to amend at the last possible moment and must justify why it did not add these allegations earlier. *Del. Display Grp. LLC v. Lenovo Grp. Ltd.*, 2016 WL 720977, at \*9 (D. Del. Feb. 23, 2016). Other than a conclusory allegation that it has "not unduly delayed amending its complaint," Qualcomm fails to provide any "adequate explanation" for why it did not raise its new claims and additional allegations in the FAC. There is no excuse. Nor is there any excuse for Qualcomm waiting until the day Arm filed its reply in support of its pending motion to dismiss the FAC to seek leave to file another amended complaint.

Delay is "undue" when "it places an unwarranted burden on the court or when the plaintiff has had previous opportunities to amend." *Bjorgung v. Whitetail Resort, LP*, 550 F.3d 263, 266 (3d Cir. 2008). When "a party fails to take advantage of previous opportunities to amend, without adequate explanation, leave to amend is properly denied." *Del. Display*, 2016 WL 720977, at \*9 (quoting *Arthur v. Maersk, Inc.*, 434 F.3d 196, 204 (3d Cir. 2006)). In assessing undue delay, courts must consider "the movant's reasons for not amending sooner." *Cureton v. Nat'l Collegiate Athletic Ass'n*, 252 F.3d 267, 273 (3d Cir. 2001).

Qualcomm unduly delayed by waiting to file its motion when it could and should have proposed its amendments long ago. For its TLA claims, the allegations Qualcomm seeks to introduce stem from events that occurred nearly a *year* ago. For example, Qualcomm alleges that it inquired about renewing licenses for [REDACTED] in April 2024 (D.I. 91, Ex. B ¶¶ 21, 111), and for [REDACTED] in August 2024 (*id.* ¶¶ 22, 113). Qualcomm points to correspondence that it allegedly sent to Arm in 2024, to which Arm responded in October 2024. *Id.* ¶¶ 23–26, 114–120, 126. Qualcomm does not recite a single event supporting its TLA claims that occurred in 2025 or after it filed the FAC in December 2024—instead, it alleges that a breach

occurred no later than October 27, 2024, and that it is entitled to [REDACTED]. D.I. 91, Ex. B ¶ 127. Thus, at a minimum, Qualcomm had nearly *six months* to seek to amend and could have included those allegations in the FAC in December 2024, but chose not to do so.

Likewise, Qualcomm’s “further allegations” regarding Arm’s alleged breach of the Architecture License Agreement (“ALA”), supposed tortious interference, and purported UCL violations also largely transpired long ago and should have been raised earlier. For example, Qualcomm alleges that Arm “blitzed Qualcomm’s major customers with letters” after Arm filed the *Qualcomm I* case and “eight months later” sent “another round of letters.” D.I. 91, Ex. B ¶¶ 1, 9, 135–140. That case was filed in 2022, and the alleged “later” events to which Qualcomm is referring occurred in 2023. Qualcomm asked about those letters at depositions in October–December 2023 and cross-examined Arm witnesses at trial about those letters *the same day* it filed the FAC. See Ex. 1 (*Qualcomm I* Dec. 16, 2024 Trial Tr. (Vol. 2.1)) at 205:18–210:15, 322:11–330:15. Qualcomm’s other proposed amendments, such as that Arm “seeks to force Qualcomm” “out from the marketplace,” merely parrot Qualcomm’s allegations from *Qualcomm I*. Compare D.I. 91, Ex. B ¶¶ 26, 128, 160, 162, 164 with *Qualcomm I*, D.I. 300 ¶¶ 255–273.

Qualcomm’s delay in adding claims and allegations it knew about when it filed the FAC distinguishes this case from the ones Qualcomm relies upon. In *White Winston Select Asset Funds, LLC v. Good Times Restaurants, Inc.*, the court allowed the amendment because it addressed new allegations that arose after “discovery revealed facts crucial to its new claims.” 2021 WL 4948044, at \*2 (D. Del. Oct. 25, 2021). Likewise, in *Invensas Corp. v. Renesas Electronics Corp.*, the court allowed an amendment to add another defendant after recognizing that the delay in seeking to amend was attributable to shifting litigation positions of the first defendant. 2013 WL 1776112, at \*1–2 (D. Del. Apr. 24, 2013). This case is more akin to *Delaware Display*, where Judge Andrews denied leave to amend when the plaintiffs had already amended the complaint, “provide[d] no explanation for why they did not seek leave earlier or why the allegations of willfulness were not included in the earlier amendments,” and the “only reason[] for not amending sooner” was that “the scheduling order’s deadline had not yet elapsed.” 2016 WL 720977, at \*8–9. Qualcomm’s motion is likewise dilatory and should be denied.

**Unfair Prejudice.** Allowing Qualcomm to significantly amend its complaint now would also cause Arm significant prejudice. The substantial completion deadline is weeks away, discovery will close in a matter of months, and the parties would likely engage in a third round of motion to dismiss briefing if this motion is granted. Arm ultimately may not file its Answer until after discovery closes. The compressed schedule simply cannot accommodate Qualcomm’s significant amendments.

Qualcomm’s new causes of action based on the TLA illustrate the significant prejudice its amendments would cause. The TLA is a different agreement unrelated to the ALA that is the basis for Qualcomm’s other breach claims and the issues litigated in *Qualcomm I*. Adjudicating the TLA claims will require significant additional discovery into issues such as the negotiation of that contract, the parties’ prior course of dealing when renewing licenses for Arm implementation cores, and the facts underlying Qualcomm’s assertion that Arm did not approach those discussions here [REDACTED]. It will implicate not just more documents, but also additional witnesses, and require Arm to prepare its defenses to these new claims. Qualcomm’s new allegations that Arm’s licensing proposals were “a constructive failure to offer a license,” and that Qualcomm was

“damaged” because it had to “shift resources” will similarly require significant additional written discovery and depositions. D.I. 91, Ex. B ¶¶ 25, 122, 220. There is not enough time in the current schedule to complete this significant additional discovery.

Courts in similar circumstances have denied leave where the proposed amendments require “additional discovery, cost, and preparation to defend against new facts or legal theories.” *Cureton*, 252 F.3d at 273. In *Edgewell*, the court found unfair prejudice where the plaintiff moved to add new claims four months before the close of fact discovery, finding that those claims “will need extensive further discovery” and “will consequently increase litigation costs by requiring [the defendant] to defend against new claims.” *Edgewell Personal Care Brands, LLC v. Albaad Massuot Yitzhak, Ltd.*, 2017 WL 2463952, at \*3–4 (D. Del. June 7, 2017). Other courts in this District have likewise denied leave to amend to add new allegations due to the need for significant additional discovery. See *Integra Lifesciences Corp. v. Hyperbranch Med. Tech., Inc.*, 2017 WL 634642, at \*1 (D. Del. Feb. 16, 2017); *Magsil Corp. v. Seagate Tech.*, 2010 WL 2710472, at \*2 (D. Del. July 7, 2010).

**Futility.** Qualcomm’s proposed amendments also fail on their face, further warranting denying leave. See *In re Burlington Coat Factory Secs. Litig.*, 114 F.3d 1410, 1434 (3d. Cir. 1997). Arm will fully brief the SAC’s flaws in a motion to dismiss if the Court grants leave to amend. But the SAC does nothing to fix the significant *Noerr-Pennington* problems with Qualcomm’s tort and UCL claims. See D.I. 48 at 18–20; D.I. 72 at 8–10. It instead doubles down on seeking to punish Arm for its constitutionally protected speech. D.I. 91, Ex. B ¶¶ 137–140. The SAC’s conclusory assertion that Qualcomm lacks adequate remedies at law does not cure the UCL claim’s *Sonner* problem. See D.I. 72 at 6–8; *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834, 844 (9th Cir. 2020). And Qualcomm’s contract claims based on the ALA remain compulsory counterclaims that it needed to assert in *Qualcomm I.* D.I. 48 at 6–12; D.I. 72 at 1–2.

Qualcomm’s new claims based on the TLA are equally flawed. Qualcomm does not even allege that it complied with [REDACTED]. See Ex. 2 (2013 TLA Agreement); see *Contreras v. Nationstar LLC*, 2017 WL 3438769, at \*4 (E.D. Cal. Aug. 9, 2017). Qualcomm asserts that Arm breached Section [REDACTED], which requires [REDACTED], see D.I. 91, Ex. B ¶ 104, yet Qualcomm does not allege Arm [REDACTED]. Qualcomm also vaguely alleges that Arm violated Section [REDACTED] by allegedly [REDACTED] *id.* ¶ 120, yet fails to plead what [REDACTED] is supposedly [REDACTED], where or when Arm allegedly [REDACTED],” and fails to identify any document supporting its claim. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (“Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.”). The proposed amendments to assert breaches of these provisions are not enough to state a claim, and are thus futile.

While Qualcomm’s motion for leave should be denied, if the Court nonetheless grants leave, Qualcomm should not have an opportunity to file a Third Amended Complaint to cure any pleading deficiencies in the SAC; any claims that do not survive a motion to dismiss should be dismissed with prejudice. And the Court should extend the current case schedule by four-and-a-half months—roughly the amount of time the parties had from the filing of the FAC to the substantial completion deadline—to minimize the prejudice to Arm.



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Dated: April 2, 2025

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on April 2, 2025, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

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# EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

ARM LTD.,  
a U.K. corporation,  
Plaintiff,  
v.  
QUALCOMM, INC.,  
a Delaware corporation,  
et al.,  
Defendants.

)  
)  
) VOLUME 2  
)  
) C.A. No. 22-1146 (MN)  
)  
)  
)  
)  
)  
)

Monday, December 16, 2024  
8:30 a.m.  
Jury Trial

844 King Street  
Wilmington, Delaware

BEFORE: THE HONORABLE MARYELLEN NOREIKA  
United States District Court Judge

APPEARANCES:

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-and-

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23 BY: WILLIAM ISAACSON, ESQ.

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25 -----

08:14:19 22

08:14:19 23

08:16:06 24

08:16:17 25

Abbey - cross

12:01:21 1 If that is the case, it will have significant  
12:01:26 2 royalty impact on us in the next few years. What that means  
12:01:30 3 is that if Qualcomm starts paying under its ALA instead of  
12:01:35 4 what you call the deal that Nuvia got, that equal -- that  
12:01:41 5 you will actually receive less royalties, right?

12:01:44 6 A. I wouldn't read it that way, I'm literally confused.

12:01:47 7 Q. The royalty impact is a comparison of what happens if  
12:01:50 8 there is a payment under the Qualcomm ALA and the Nuvia ALA,  
12:01:54 9 would you agree with that?

12:01:55 10 A. Not necessarily, no, because Qualcomm also has TLA  
12:01:59 11 licenses.

12:01:59 12 Q. It would include comparisons to the Qualcomm ALA?

12:02:02 13 A. Potentially yes, but I don't really --

12:02:05 14 Q. And it would include lower payment, TLA payments  
12:02:08 15 because Qualcomm would say now we don't need your TLAs  
12:02:12 16 anymore?

12:02:13 17 A. Potentially, yes.

12:02:15 18 Q. All right. Let me look -- can we look at DTX -- show  
12:02:21 19 you DTX-28 in your binder. And we're going to need a  
12:02:28 20 monitor for -- I'm going to need to say one word that's not  
12:02:36 21 public.

12:02:39 22 So at the end of this, maybe I'll hold up the  
12:02:45 23 word, but I have permission for that. Looking at DTX-28,  
12:02:49 24 this is an e-mail from you to an executive at another  
12:02:53 25 company on August 21, 2022?

Abbey - cross

12:02:55 1 A. That's correct.

12:02:56 2 Q. Do not put this on the screen. And this is an e-mail  
12:03:03 3 that someone -- to someone you know as a customer of  
12:03:06 4 Qualcomm, right?

12:03:06 5 A. A customer of Arm as well, yes.

12:03:08 6 Q. But you know it's a major customer of Qualcomm,  
12:03:12 7 right?

12:03:12 8 A. A major customer of Arm as well, yes.

12:03:15 9 Q. A major customer of both of your companies?

12:03:19 10 A. Absolutely, I agree with that.

12:03:20 11 Q. And what you write is, you write --

12:03:23 12 MR. ISAACSON: I move to admit DTX-28.

12:03:25 13 MR. LLEWELLYN: No objection, Your Honor.

12:03:27 14 THE COURT: It's admitted.

12:03:28 15 (DTX Exhibit No. 28 was admitted into evidence.)

12:03:29 16 BY MR. ISAACSON:

12:03:29 17 Q. And you inform him of the news of this lawsuit,  
12:03:31 18 right?

12:03:32 19 A. Which is public, yes.

12:03:33 20 Q. And you say that Qualcomm attempted to transfer Nuvia  
12:03:37 21 licenses without Arm's consent?

12:03:39 22 A. Yes.

12:03:40 23 Q. You told him?

12:03:42 24 A. Absolutely.

12:03:42 25 Q. And you also said, Qualcomm has breached the terms of

Abbey - cross

12:03:49 1 Arm's license agreement by continuing development under the  
12:03:53 2 terminated licenses, correct?

12:03:55 3 A. That was my testimony, yes.

12:03:57 4 Q. All right. So let's be clear here. Before there was  
12:04:01 5 any final ruling from this case that Qualcomm had breached  
12:04:08 6 anything, you were telling customers that Qualcomm had  
12:04:12 7 breached its agreement; right?

12:04:14 8 A. That's right, yes.

12:04:15 9 Q. And the agreement you're talking about is the Nuvia  
12:04:19 10 ALA; right?

12:04:20 11 A. That's right, yes.

12:04:21 12 Q. That's not -- the Nuvia ALA is not something Qualcomm  
12:04:25 13 ever assigned, it's not a party to that agreement; right?

12:04:29 14 A. The conversations of consent was coming from  
12:04:34 15 Qualcomm, not Nuvia.

12:04:35 16 Q. I'm just talking about the Nuvia ALA, that contract,  
12:04:38 17 that's between Nuvia and Arm, it's not with Qualcomm, right?

12:04:41 18 A. I'm talking to you about the particular topic and  
12:04:44 19 you're representing Nuvia in those conversations, that's  
12:04:48 20 from Qualcomm.

12:04:48 21 Q. You don't know who is a party to the contract, I'll  
12:04:52 22 just move on.

12:04:52 23 A. Okay.

12:04:53 24 Q. You say that Qualcomm is going to continue  
12:04:55 25 development under the terminated license. You were telling



Abbey - cross

12:04:57 1 this customer that Qualcomm was going to continue  
12:05:01 2 development of CPUs under the Nuvia license, but not its own  
12:05:08 3 license; right?  
12:05:08 4 A. That's right, yes.  
12:05:09 5 Q. And you didn't tell the customer, oh, Qualcomm has  
12:05:13 6 its own license; right?  
12:05:15 7 A. But the products that were developed that were under  
12:05:19 8 --  
12:05:19 9 Q. Simple question, did you tell the customer --  
12:05:21 10 A. Didn't have to, no.  
12:05:23 11 Q. You believed, I believe you said you didn't have to.  
12:05:27 12 So you believed you could tell these -- this customer that  
12:05:32 13 we -- that Qualcomm was developing under the terminated  
12:05:37 14 license even though it had its own license because you  
12:05:41 15 didn't have to tell them that, that's your testimony, right?  
12:05:43 16 A. I can't share with customers confidential information  
12:05:48 17 that relates to Qualcomm, no, I didn't tell them that, I  
12:05:52 18 didn't have to, I can't do that, I wouldn't do that.  
12:05:54 19 Q. You told the customers about the Nuvia ALA, right?  
12:05:57 20 A. That's right.  
12:05:58 21 Q. You considered that confidential, didn't you?  
12:06:00 22 A. It's terminated.  
12:06:02 23 Q. After it was terminated, it remained confidential,  
12:06:05 24 didn't it?  
12:06:05 25 A. I guess so, you're right.

Abbey - cross

12:06:07 1 Q. You were telling them about one confidential  
12:06:09 2 agreement, but not about another?

12:06:11 3 A. Yes, yes, that's correct.

12:06:12 4 Q. And if we can look at DTX-30. Don't put it on the  
12:06:19 5 screen?

12:06:20 6 MR. ISAACSON: I'll move to admit DTX-30, this  
12:06:24 7 is another communication to the same individual.

12:06:33 8 This is from you, isn't it.

12:06:37 9 THE WITNESS: This is, yes.

12:06:38 10 MR. LLEWELLYN: No objection.

12:06:39 11 MR. ISAACSON: Thank you.

12:06:40 12 THE COURT: Thank you. It's admitted.

12:06:42 13 (DTX Exhibit No. 30 was admitted into evidence.)

12:06:43 14 BY MR. ISAACSON:

12:06:43 15 Q. Now, you're writing to the same big customer of both  
12:06:52 16 companies, right?

12:06:52 17 A. That's right.

12:06:52 18 Q. In the second paragraph, you say Arm is seeking to --  
12:06:58 19 in the second paragraph, in the last sentence, under the  
12:07:01 20 relevant agreement, do you see that?

12:07:03 21 A. I do, yes.

12:07:04 22 Q. And what you told this customer is under the relevant  
12:07:07 23 agreement, the Nuvia technology including the Phoenix core,  
12:07:14 24 can no longer be used and must be destroyed?

12:07:19 25 A. Yes, correct.

Abbey - redirect

12:07:22 1 Q. And again, you did not tell the customer that  
12:07:26 2 Qualcomm had its own license, right?

12:07:28 3 A. That's right, yes.

12:07:31 4 Q. If we could just look at DTX-1810, which I believe  
12:07:35 5 we've agreed to be admitted. It's a summary exhibit.

12:07:39 6 MR. LLEWELLYN: No objection.

12:07:40 7 MR. ISAACSON: No objection.

12:07:42 8 THE COURT: It's admitted.

12:07:46 9 (DTX Exhibit No. 1810 was admitted into  
12:07:47 10 evidence.)

12:07:47 11 BY MR. ISAACSON:

12:07:47 12 Q. This is part of a larger document. This is all  
12:07:52 13 correspondence that you sent to customers saying the same  
12:07:57 14 things that you were saying?

12:07:59 15 A. Yes, it is.

12:08:01 16 MR. ISAACSON: I have no further questions.

12:08:03 17 THE COURT: All right. Redirect.

12:08:08 18 REDIRECT EXAMINATION

12:08:08 19 BY MR. LLEWELLYN:

12:08:09 20 Q. Mr. Abbey, just a couple of questions.

12:08:11 21 So you started out talking about CSR and the  
12:08:18 22 acquisition by Qualcomm. Did CSR have a TLA with Arm?

12:08:23 23 A. They did, yes.

12:08:24 24 Q. Did Qualcomm have a TLA with Arm?

12:08:26 25 A. Absolutely.

Haas - cross

15:44:57 1 CEO at the time, Carolyn Herzog, our Chief Legal Officer at  
15:45:03 2 the time. I believe that's who it's referring to, I frankly  
15:45:06 3 don't remember exactly.

15:45:07 4 Q. And so we can agree that in November of 2021 when  
15:45:11 5 you're calling Arm the enemy, Arm is considering its options  
15:45:15 6 with respect to its legal position on the Nuvia contract,  
15:45:19 7 correct?

15:45:19 8 A. You said call Arm, you mean call Qualcomm?

15:45:24 9 Q. Very fair correction.

15:45:25 10 A. Yes, you're correct.

15:45:28 11 Q. All right. Let's look in your binder at DTX-152.  
15:45:38 12 Now, the jury has already heard testimony about letters that  
15:45:43 13 were sent from Arm executives, which include you, to  
15:45:51 14 customers. And you should recognize DTX-152 as the as-sent  
15:45:58 15 version of your e-mail to Samsung, do you see that?

15:46:01 16 A. Yes.

15:46:02 17 MS. DUNN: Your Honor, move to admit DTX-152.

15:46:05 18 MR. OLSON: No objection.

15:46:06 19 THE COURT: Thank you. It's admitted.

15:46:08 20 (DTX Exhibit No. 152 was admitted into  
15:46:09 21 evidence.)

15:46:09 22 BY MS. DUNN:

15:46:09 23 Q. And you actually, sir, sent 37 of these letters,  
15:46:13 24 right?

15:46:13 25 A. Yes.

Haas - cross

15:46:14 1 Q. And you sent them to top executives at 37 customers  
15:46:21 2 of Arm and Qualcomm, right?

15:46:22 3 A. That's right.

15:46:24 4 Q. And if you look at page 1 of the letter that you sent  
15:46:27 5 to Samsung, it says Qualcomm has breached the terms of the  
15:46:32 6 Arm license agreement by which you mean actually the Nuvia  
15:46:36 7 agreement; right?

15:46:48 8 Do you see at the second paragraph the last  
15:46:51 9 sentence, you say Qualcomm has breached the terms of the Arm  
15:46:55 10 license agreement, do you see that?

15:46:56 11 A. Second paragraph?

15:46:57 12 Q. Yes. It's also on the screen if that's helpful.

15:47:03 13 A. Yes.

15:47:04 14 Q. Okay. And when you say the Arm license agreement,  
15:47:07 15 you're talking about the Nuvia ALA; right?

15:47:10 16 A. That's what that should have said.

15:47:13 17 Q. I'm sorry, I couldn't hear you.

15:47:15 18 A. Yes.

15:47:16 19 Q. Okay. And you don't mention in your letter to  
15:47:20 20 Samsung and the 37 other top executives that Qualcomm had  
15:47:24 21 its own ALA, right, that's not in the letter?

15:47:27 22 A. That's right.

15:47:27 23 Q. And your letter also does not mention that Arm made  
15:47:32 24 the active decision to terminate the Nuvia ALA after a year  
15:47:37 25 of engineering work had been done at Qualcomm, right?

Haas - cross

15:47:41 1 A. I'm sorry, could you say that one more time?

15:47:43 2 Q. Does your letter mention that by this point at the  
15:47:46 3 time you terminated, that there had been a year of  
15:47:49 4 engineering work going on at Qualcomm?

15:47:51 5 A. No, we make no mention of that.

15:47:55 6 Q. What your letter does do, though, is it attaches what  
15:47:59 7 you referred to as the August 2nd letter. And that should  
15:48:04 8 be on page 2.

15:48:08 9 Now, the August 2nd letter is actually a letter  
15:48:12 10 from Arm's general counsel to Qualcomm's general counsel and  
15:48:16 11 you can see the date, August 2nd, it's sent not even a month  
15:48:20 12 before your letter to the customers. Do you see that?

15:48:25 13 A. Yes.

15:48:26 14 Q. And if you look at the letter that was sent to  
15:48:32 15 customers that the general counsel of Arm wrote, there are  
15:48:38 16 quotation marks, do you see all the quotation marks?

15:48:42 17 A. Sorry, in this piece here? Yes. In paragraph A, for  
15:48:47 18 example.

15:48:47 19 Q. Right. For example?

15:48:48 20 A. Yes.

15:48:49 21 Q. Now, Mr. Collins's letter talks about Nuvia  
15:48:55 22 technology, but it does not mention that there is in the  
15:48:59 23 Nuvia ALA as an expressly defined term, called Nuvia  
15:49:04 24 technology. Right. Do you see that anywhere here?

15:49:06 25 A. Correct.



Haas - cross

15:49:08 1 Q. And it also does not mention that Qualcomm has an  
15:49:17 2 ALA, right?

15:49:19 3 A. That's correct.

15:49:22 4 Q. And the other question I had for you, sir, is these  
15:49:26 5 quotes, do you know whether they come from the Nuvia ALA?

15:49:41 6 A. I don't know for certain.

15:49:43 7 Q. And are you familiar with provision B1.1 of the  
15:49:50 8 Qualcomm ALA?

15:49:51 9 A. 11.1?

15:49:55 10 Q. It's Qualcomm's license grant in its ALA?

15:49:58 11 A. Is it something I can look at here?

15:50:00 12 Q. No, I'm just asking, sir, if you're familiar with it?

15:50:04 13 A. Not every detail of it, no.

15:50:06 14 Q. But you authorized the termination, right?

15:50:09 15 A. Yes.

15:50:09 16 Q. And you authorized this lawsuit, right?

15:50:12 17 A. Yes.

15:50:12 18 Q. And so you did both those things without knowing the  
15:50:16 19 specifics of the term of Qualcomm's license grant; right?

15:50:21 20 A. That's not what I said. You asked me if I knew B  
15:50:27 21 1.1, I said not every single word of it, but yes, very  
15:50:31 22 familiar with the grant of the license agreement.

15:50:34 23 Q. Based on whatever knowledge you had, that's the basis  
15:50:37 24 on which you approved this litigation, and you approved the  
15:50:40 25 termination?

Haas - cross

15:50:41 1 A. Yes.

15:50:46 2 Q. Do you happen to be aware if Qualcomm's license grant  
15:50:54 3 mentions RTL?

15:50:55 4 A. I don't know for sure, it's a gigantic agreement, I'm  
15:50:58 5 not sure of every paragraph of it.

15:51:00 6 Q. You are aware, though, that Arm sent another e-mail  
15:51:03 7 in May of 2023, 8 months later to customers, right?

15:51:07 8 A. Yes.

15:51:08 9 Q. All right. And if you could direct your attention to  
15:51:11 10 DTX-30, it's already been admitted. And this is a copy of  
15:51:17 11 the second letter that Arm sent to customers. The subject  
15:51:24 12 line: "Qualcomm Dispute - Protecting our Ecosystem." You  
15:51:28 13 can see that this e-mail is marked high importance?

15:51:31 14 A. I'm sorry, you said DTX --

15:51:34 15 Q. I'm sorry, this will be easiest if you look at this  
15:51:38 16 on the screen because it was admitted with a prior witness.  
15:51:41 17 You see this e-mail from Will Abbey, and he's marked the  
15:51:46 18 importance high, that's like when you click the red  
15:51:50 19 exclamation point. Do you see that?

15:51:52 20 A. Yes.

15:51:53 21 Q. And Mr. Abbey's e-mail says to customers of Qualcomm  
15:51:57 22 and Arm, by way of reminder, Arm is seeking to enforce  
15:52:00 23 Qualcomm's obligation to destroy and stop using the  
15:52:03 24 unlicensed Nuvia designs because Qualcomm cannot continue  
15:52:06 25 using Arm-based technology, including the Phoenix core that

Haas - cross

15:52:11 1 Nuvia developed under its now terminated ALA. Do you see  
15:52:14 2 that?

15:52:14 3 A. Yes.

15:52:15 4 Q. Now, you're not aware that there was any catalyzing  
15:52:21 5 event to send this e-mail, this is just by way of reminder,  
15:52:25 6 right?

15:52:25 7 A. That's right.

15:52:26 8 Q. And it also mentions destruction of technology twice  
15:52:30 9 in one paragraph. Do you see that?

15:52:33 10 A. Yes.

15:52:38 11 Q. Okay. And Arm presumably thought it was really  
15:52:45 12 important for the customers to understand that it was  
15:52:47 13 demanding destruction of technology, right?

15:52:49 14 A. I'm sorry, can you repeat that?

15:52:51 15 Q. I said Arm presumably thought it was very important  
15:52:55 16 that it tell customers it was demanding destruction of  
15:52:59 17 technology, right?

15:53:01 18 A. Yes.

15:53:01 19 Q. And you also see that there are quotes in this  
15:53:04 20 letter, right?

15:53:06 21 A. Yes.

15:53:07 22 Q. And are you aware, sir, that the quotes in this  
15:53:09 23 letter are not quotes of the actual language of the Nuvia  
15:53:14 24 agreement?

15:53:20 25 A. I'm sorry, can you repeat that one more time?

Haas - cross

15:53:23 1 Q. I said are you aware that the quotes that are being  
15:53:26 2 quoted here are not the actual quotes of the Nuvia  
15:53:30 3 agreement?

15:53:32 4 And actually Mr. Spalding, can you scroll down a  
15:53:36 5 little bit. Okay. So we can see, do you see where it says  
15:53:40 6 under the relevant agreement and then there is quoted  
15:53:43 7 language?

15:53:43 8 A. Yes. Thank you. I remember this letter and  
15:53:45 9 paragraph very well, you and I talked about it at the  
15:53:48 10 deposition, and at the time I found it to be very confusing.  
15:53:53 11 Subsequently in preparation for this trial, I have reviewed  
15:53:56 12 these letters and I have reviewed the claim that we made,  
15:54:00 13 and this language is actually from the claim. It's not from  
15:54:04 14 the contract.

15:54:06 15 Q. Right. So the letter that was sent to customers,  
15:54:09 16 that says under the relevant agreement and puts quotes,  
15:54:12 17 quotes something that is Arm's claim, not the actual  
15:54:15 18 contract; right?

15:54:16 19 A. That's right.

15:54:17 20 Q. Okay. And we can agree that that is misleading,  
15:54:21 21 can't we?

15:54:21 22 A. Yes, as I said, during the deposition we had this  
15:54:25 23 conversation, and I was quite confused by the language, and  
15:54:28 24 you're right, this is language from the claim, not from the  
15:54:32 25 Nuvia license.

Haas - cross

15:54:34 1 Q. So just to be clear what happened here, Arm sent  
15:54:37 2 e-mails to Qualcomm's customers for no reason, marked it  
15:54:42 3 high importance, quoted language that it said was from a  
15:54:45 4 contract, accused Qualcomm of breach, and quoted language  
15:54:49 5 that was just from Arm's litigation claim, that's what  
15:54:53 6 happened?

15:54:53 7 A. I would qualify that no reason, at this time, the  
15:54:58 8 litigation had been going on, we're getting lots of  
15:55:01 9 questions from customers and partners about what's going on.  
15:55:06 10 Almost every meeting we have with senior executives we were  
15:55:10 11 asked about it. So the part of your question or statement  
15:55:13 12 that I take issue with, is no reason. We would not do  
15:55:16 13 things without a reason.

15:55:17 14 Q. Well you don't think that what you just said is an  
15:55:20 15 excuse to send a misleading letter to Qualcomm's customers  
15:55:25 16 saying that it's in breach, quoting language that is in no  
15:55:29 17 contract at all, right, you're not excusing that?

15:55:32 18 A. I'm just responding to your comment that we had no  
15:55:35 19 reason. I felt we had a reason. This litigation, this  
15:55:39 20 issue around unlicensed technology is uncharted waters for  
15:55:42 21 us, and we have so many questions from legal, so  
15:55:45 22 respectfully, I don't agree with no reason.

15:55:47 23 Q. But not only did Arm think it was okay without a  
15:55:51 24 finding in this case by a jury to go ahead and tell  
15:55:55 25 customers that Qualcomm was in breach, it thought it was

Haas - cross

15:55:58 1 okay to misquote the contract, right?

15:56:02 2 A. As I said, in reviewing the documents as we talked  
15:56:06 3 about at the deposition was confusing, so it's not referring  
15:56:10 4 to the language correctly. But it doesn't change the fact  
15:56:13 5 that we were in a very, very unprecedented situation with  
15:56:17 6 customers who really wanted to understand what was going on.

15:56:20 7 Q. And when you realized that you had sent this  
15:56:24 8 incorrect letter accusing Qualcomm of breach and citing  
15:56:29 9 something that's not contract language, did you go back to  
15:56:32 10 all the customers and tell them that you were wrong?

15:56:35 11 A. No, we did not. Not to my knowledge.

15:56:37 12 Q. All right. Now, sir, previously, you testified --  
15:56:41 13 you can take that down Mr. Spalding -- that you do not  
15:56:44 14 consider Arm to be a competitor to Qualcomm, right?

15:56:47 15 A. Correct.

15:56:48 16 Q. All right. But you understand that Arm has described  
15:56:52 17 Qualcomm as a competitor to UK Government regulators, right?

15:56:58 18 A. Yes.

15:56:58 19 Q. All right. And if you'll look at DTX-155 in your  
15:57:03 20 notebook. Do you recognize that as a submission about  
15:57:22 21 NVIDIA's intended acquisition of Arm that was made to the  
15:57:26 22 competition market authority in the UK, it's dated December  
15:57:30 23 of 2021?

15:57:31 24 A. Yes.

15:57:32 25 MS. DUNN: Your Honor, move to admit DTX-155.



16:39:05 1 THE COURT: So when was -- I don't understand  
16:39:07 2 what your scheduling order was, your issue was, when he said  
16:39:11 3 you can go tomorrow and you said my only issue is I -- I  
16:39:15 4 don't know what your issue was.

16:39:16 5 MS. DURIE: That's fine, we don't have a problem  
16:39:18 6 with tomorrow. I want to make sure we figure out how much  
16:39:21 7 time there will be and allocate it equitably so we don't  
16:39:26 8 take up all of tomorrow and there is no time for us, that  
16:39:31 9 was my only issue.

16:39:33 10 THE COURT: You guys know you have this week,  
16:39:35 11 and you can figure out something that works, but if you gave  
16:39:38 12 up today and you need today, ultimately that's gone.

16:39:43 13 Alright. With that, we will adjourn.

16:39:46 14 COURTROOM DEPUTY: All rise. Court is  
16:39:48 15 adjourned.

16:40:03 16 (Court adjourned at 4:40 p.m.)

17

18 I hereby certify the foregoing is a true and  
19 accurate transcript from my stenographic notes in the proceeding.

20

21

/s/ Dale C. Hawkins  
Official Court Reporter  
U.S. District Court

22

23

24

25

# EXHIBIT 2





