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Superior Court of CA, County of Santa Clara

Case #1-13-CV-257431 Filing #G-62067

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SANTA CLARA**
12

13 **XILINX, INC.,**

14 **Plaintiff,**

15 **v.**

16 **FLEXTRONICS INTERNATIONAL, LTD., et**
17 **al.,**

18 **Defendants.**
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Case No. 1-13-CV-257431

**JOINT CASE MANAGEMENT
STATEMENT FOR APRIL 18, 2014**

Date: April 18, 2014

Time: 10:00 A.M.

Dept. 1

Hon. Peter H. Kirwan

Complaint Filed: December 10, 2013

1 Plaintiff Xilinx, Inc., and Defendants Flextronics International USA, Inc., Flextronics
2 Corporation and Flextronics International, Ltd. (“Defendants”) respectfully submit the following
3 Joint Case Management Conference Statement. Plaintiff and Defendants have met and
4 conferred on the subjects set forth in the Court’s order of January 29, 2014.

5 **I. PARTIES**

6 This case management conference statement is filed jointly by the parties.

7 **II. COMPLAINT**

8 The complaint was filed on December 11, 2013.

9 **III. SERVICE**

10 Plaintiff’s position is that all parties named in the complaint have been served.
11 Defendants agree that Defendants Flextronics International USA, Inc. and Flextronics
12 Corporation have been served. Defendants do not agree that Plaintiff’s attempted service of
13 Defendant Flextronics International, Ltd. in the United States was proper, but they do not intend
14 to contest that service for notice purposes.

15 **IV. DESCRIPTION OF FACTUAL AND LEGAL ISSUES**

16 **a. Plaintiff’s Statement**

17 The following is a summary of the facts upon which Xilinx, Inc. (“Xilinx”) bases its
18 claims. Xilinx is the world’s leading provider of programmable platforms, including its
19 revolutionary and highly advanced Field Programmable Gate Array (“FGPA”) semiconductor
20 chips (“Devices”). Xilinx’s programmable chips are the innovation platform of choice for
21 today’s leading companies, and are used in tens of thousands of products. A small number of
22 customers purchase Xilinx devices directly from Xilinx. Most customers purchase through
23 authorized distributors (or “channel partners”).

24 A limited number of large Xilinx customers (“preferred customers”) engage in periodic
25 price negotiations to determine special, discounted prices that Xilinx will charge those customers
26 for its devices, based in part on the customer’s purchase forecasts. These preferred customers
27 receive a substantial discount from the standard price because of the high volume of Xilinx
28 products that they purchase on an annual basis. Preferred customers also take part in the

1 Customer Design Opportunity process. They negotiate and execute annual volume purchase
2 agreements (“VPAs”) with Xilinx. Thereafter, that customer’s projects are all consolidated
3 within the system, and Xilinx provides a price list based on anticipated volumes. These
4 agreements with preferred customers can cover forecast volume and prices of hundreds of
5 different Xilinx devices to be used in a variety of applications. Therefore, the price charged for a
6 specific Xilinx device can vary substantially from customer to customer.

7 Xilinx works with several “contract manufacturers” (“CMs”) such as defendant
8 Flextronics that are authorized to purchase Xilinx devices from Xilinx on behalf of end
9 customers. CMs order and pay Xilinx directly for the devices at the specified end-customer’s
10 negotiated or quoted price. The CM then receives the devices from Xilinx, or its authorized
11 channel partner, at which point it incorporates Xilinx FPGA chips into the end-customer’s
12 electronic-system products for its target markets. Xilinx’ customers frequently utilize CMs for
13 this purpose. Flextronics purchases and incorporates Xilinx chips into electronic systems for
14 numerous Xilinx customers, such as Ericsson, Inc. (“Ericsson”), Cisco, Agilent, Tellabs, Inc.
15 (“Tellabs”), and Checkpoint Systems, Inc. (“Checkpoint”).

16 In order to purchase Xilinx devices on behalf of a customer, such as Cisco, a CM such as
17 Flextronics must submit a purchase order (“PO”) to Xilinx or an authorized distributor. If the
18 order is placed with Xilinx, the PO is submitted through an online ordering system, which assists
19 with order information collection and consolidation. When Flextronics (or any CM) submits a
20 PO on behalf of an end-customer, it must provide either: a) the end-customer’s name; b) the end-
21 customer’s unique and confidential customer identification code; or c) the end-customer’s part
22 number. These are formulated in such a way as to identify the end-customer. For instance, if
23 Flextronics is placing an order for Ericsson, the part number would begin with a unique identifier
24 such as “ERC”. In order to verify the correct price, one of these pieces of information must be
25 submitted with the PO, otherwise it will be rejected.

26 Providing this information allows Flextronics to purchase Xilinx devices at the
27 discounted prices that have been separately negotiated between Xilinx and, for example, Cisco
28 for use solely in Cisco’s end products. After the PO is submitted, Xilinx provides Flextronics

1 with a PO Acknowledgement. The Acknowledgement includes reference to the PO number,
2 order number and line items, devices, quantities, and factory schedule. If the order has been
3 recorded properly, as confirmed through the PO Acknowledgement, the goods are shipped and
4 an invoice is sent to Flextronics, which includes reference to the PO number, devices, quantities,
5 and customer-specific price.

6 Certain Xilinx customers are provided with a unique and confidential customer
7 identification number that their CMs use to purchase Xilinx devices at the discounted prices that
8 have been pre-negotiated between Xilinx and each customer for specific devices. Thus, when
9 Flextronics buys Xilinx devices for Cisco (a preferred customer), it provides Xilinx with either
10 Cisco's name, identification number, or customer-specific part number which allows Flextronics
11 to purchase those devices at Cisco's negotiated discount from the regular price that Xilinx would
12 otherwise charge to Flextronics. Therefore, Flextronics pays a lower price for devices it
13 purchases on behalf of Cisco than it would pay for those same devices purchased on behalf of
14 other customers.

15 Because Flextronics is authorized as a CM to make purchases on behalf of a number of
16 customers, it has access to Xilinx's confidential and proprietary pricing information for those
17 Xilinx customers for whom they provide manufacturing services. When Flextronics provides the
18 customer's name, customer identification number, or customer ordering part number in the
19 course of a Xilinx device purchase, Xilinx relies on this representation in order to charge
20 Flextronics the appropriate negotiated price for that specifically identified customer. Xilinx
21 relies on Flextronics' representation that the purchase is being made on behalf of the specific
22 end-customer who is entitled to that pricing.

23 Xilinx alleges that Flextronics has been fraudulently purchasing Xilinx products and
24 making unauthorized sales of Xilinx devices. This practice has permitted Flextronics to earn
25 large and ill-gotten profit. Flextronics does this by entering unique and confidential customer
26 identification information for high-volume end-customers, purchasing products at those
27 customers' discounted prices, and then selling the products to other customers for prices higher
28 than the prices at which Flextronics has obtained the products from Xilinx. Flextronics also

1 orders inflated quantities of products under the misrepresentation that these are being ordered for
2 certain customers, in order to secure surplus product which can then be sold to other,
3 unauthorized customers at higher prices.

4 Xilinx also alleges that Flextronics is selling authorized end-customers grey market and
5 counterfeit Xilinx devices which were purchased through unauthorized distributors. Many of
6 these devices are incorrectly remarked in order to appear to be more expensive, higher
7 performing devices in order to sell for a higher price. Because some of these devices are
8 defective, Xilinx incurs additional damages upon the warranty-mandated replacement of these
9 devices with authorized Xilinx devices.

10 Xilinx actively communicates and collaborates with its authorized distributors, CMs, and
11 Xilinx employees in order to promote strict compliance with United States export laws and
12 regulations. In fact, Xilinx works with federal authorities in such investigations, providing
13 support and sharing information. Xilinx alleges that Flextronics has made unauthorized sales of
14 Xilinx devices to buyers in Asia without compliance with United States' export control laws.

15 Xilinx has become a leader in the semiconductor market by manufacturing extremely
16 high quality devices with long lifespans. One way that Xilinx maintains its stellar reputation
17 among customers and competitors is through vigilant monitoring of grey market and counterfeit
18 sales of its devices. Xilinx alleges that Flextronics has been dealing in imported grey market and
19 counterfeit Xilinx chips. In bad faith, Flextronics has perpetrated a pattern of fraud and
20 affirmative efforts to deceive Xilinx customers into believing they are buying quality Xilinx
21 devices procured through authorized sales channels as represented to them by Flextronics.
22 Instead, Flextronics engages in two distinct illegal and deceptive practices: 1) fraudulent
23 purchases and sales of Xilinx devices (including some defective devices) which have been
24 remarked as more expensive and higher performing Xilinx devices; and 2) fraudulent purchases
25 and sales of counterfeit Xilinx devices. By knowingly misrepresenting Xilinx products to
26 authorized and valued customers, Flextronics damages the Xilinx brand, its reputation, and the
27 trust in the quality of its products that Xilinx has worked so hard to earn.

28

1 Based upon these facts, Xilinx alleges and seeks damages for claims for (1) fraud, (2)
2 negligent misrepresentation, (3) breach of contract, (4) breach of implied-in-fact contract, (5)
3 breach of covenant of good faith and fair dealing, (6) unjust enrichment, (7) unfair competition,
4 and (8) conversion.

5 Plaintiff first learned of the arguments asserted by Defendants below the day before this
6 statement was due. Plaintiff disputes the arguments set forth below, and reserves all of its rights
7 and responses concerning those arguments for the appropriate time during this action.

8 **b. Defendants' Statement**

9 Flextronics is a leading end-to-end supply chain solutions company that delivers design,
10 engineering, manufacturing, and logistics services to a range of industries and end-markets.
11 Xilinx makes programmable semiconductor chips. Flextronics entities around the world
12 (collectively, "Flextronics") purchase chips, sometimes directly from suppliers like Xilinx and
13 sometimes from distributors, customers, brokers, and other intermediaries, and then integrate
14 those chips into electronic goods that Flextronics manufactures for its customers. Flextronics has
15 been doing business with Xilinx through this supply chain for more than a decade.

16 A critical part of Flextronics' business involves being able to adjust to the changing
17 levels of its customers' demands. Flextronics must be able to ramp up and down its
18 manufacturing based on its customers' demand increase or decrease. As part of this process,
19 Flextronics must purchase enough chips to ensure that it is prepared to meet its customers'
20 changing needs. Once Flextronics purchases the chips, whether from Xilinx or, more commonly,
21 from a distributor or other intermediary, Flextronics unquestionably becomes the owner of those
22 chips. If customer demand turns out to be insufficient for some of the chips Flextronics has
23 purchased, Flextronics must find another use for those chips. Indeed, certain of Flextronics'
24 agreements with its customers provide that Flextronics will take affirmative steps to mitigate
25 excess inventory. Mitigation can include selling the chips to a broker or another customer. In
26 addition, if Flextronics is unable to procure enough chips from Xilinx or its distributors to meet
27 Flextronics' customers' demand, Flextronics must look for other sources of those chips to fulfill
28 its customers' orders.

1 Not only is Xilinx well aware of how Flextronics conducts its business, both Xilinx and
2 Flextronics' customers benefit from this business model. This way, Xilinx is able to sell more of
3 its chips more quickly than it otherwise would, and Flextronics' customers are able to have
4 access to Xilinx chips without themselves paying in advance and carrying those chips in their
5 inventory. Indeed, Flextronics bears the risk and burden in each of these transactions when it
6 purchases Xilinx chips and holds and stores them in its inventory (bearing risk of loss) until they
7 are used in manufacturing. Flextronics' customers eventually pay Flextronics after receipt of
8 finished goods incorporating the Xilinx chips that Flextronics had earlier procured. No law or
9 contract prohibits Flextronics from purchasing chips manufactured by Xilinx from entities other
10 than Xilinx or its distributors. Similarly, no law or contract prohibits Flextronics from selling
11 excess chips. Indeed, several years ago, Xilinx asked Flextronics to enter into a contract that
12 would have precluded Flextronics from re-selling Xilinx chips or buying them from brokers –
13 *and Flextronics declined Xilinx's offer*, because Flextronics needed the ability to buy and re-sell
14 chips as necessary to manage its inventory and to meet its customers' demand. Thus, no such
15 contract was ever entered into. At the same time, Xilinx has consistently *refused* to take back
16 excess chips from Flextronics, requiring Flextronics to find another use for those chips such as
17 selling them to a broker.

18 Unable to get what it wanted through contract negotiations, Xilinx is now, though this
19 lawsuit, trying to challenge the long-standing, legitimate business practices followed by
20 Flextronics and other contract manufacturers, contending that Flextronics is engaged in a
21 “pattern and practice” of acts that Xilinx now claims constitute fraud, breach of contract, unfair
22 competition, and conversion. Xilinx purports to make three sets of allegations in its Complaint:
23 that Flextronics has (1) submitted purchase orders to Xilinx or its distributors for chips at
24 customer-specific low prices and then resold those chips to other customers who would
25 otherwise have paid higher prices (“customer cross-selling”); (2) dealt in “grey market”¹ and
26

27 ¹ Xilinx does not define what it means by the “grey market” but appears to be referring to sales of
28 chips to and from brokers that are not identified by Xilinx as authorized distributors. There is no
restriction preventing Flextronics from purchasing or selling to such brokers.

1 “counterfeit” chips; and (3) violated United States export-control laws by reselling chips to
2 unspecified, unauthorized customers in Asia.

3 Xilinx’s causes of action are without merit. Flextronics intends to demur to the
4 Complaint in its entirety and to move to strike the grey market/counterfeit and export-control
5 allegations as, even on the face of the Complaint, these allegations are without any factual
6 support. Xilinx does not allege a *single* false statement made by Flextronics that Xilinx relied
7 on, and does not point to a *single* term of a contract that has been breached. Moreover, any
8 assertion that Flextronics is engaged in counterfeiting is not only false but is contradicted by the
9 terms of Xilinx’s own Complaint: the Complaint alleges that it was *Flextronics* that detected and
10 reported the alleged problem with the chip in question and gave Xilinx the information it needed
11 to determine that the chip had been remarked. The Complaint’s allegations are intentionally
12 vague as to the source of the alleged counterfeit chip and leave open the possibility that it came
13 from one of Xilinx’s authorized distributors. Finally, Plaintiff’s export-control allegations are
14 patently false and were obviously thrown into the Complaint without a factual basis only to add
15 an air of salaciousness to the case. *None* of Xilinx’s causes of action is based on the export-
16 control allegations, and Xilinx essentially admits that it does not have any support for these (and
17 other allegations), asserting them only on information and belief and in very vague and
18 unspecific terms.

19 In short, through this action, Xilinx is trying to stifle Flextronics’ ability to conduct its
20 business and to meet its customers’ needs by attempting to impose anti-competitive restrictions
21 on its ability to purchase and to re-sell Xilinx chips and by making vague and spurious
22 allegations that lack factual support.

23 **V. JURY OR NONJURY TRIAL**

24 Plaintiff has requested a jury trial. Defendants also request a jury trial.

25 **VI. TRIAL DATE**

26 No trial date has been set.

27 Plaintiff’s position is that this case will be ready for trial within 18 months of the date of
28 filing of the complaint. Dates on which the parties or attorneys will not be available for trial:

1 Plaintiff – September 2, 2014 – September 12, 2014 (*arbitration*).

2 Defendants believe that this case will be ready for trial approximately two years after the
3 complaint was filed.

4 **VII. ESTIMATED LENGTH OF TRIAL**

5 Plaintiff estimates that ten court days will be necessary for trial.

6 Defendants believe that until the scope of Plaintiff's claims is set, it is premature to
7 estimate the length of trial. However, Defendants expect that trial would take a minimum of two
8 weeks.

9 **VIII. TRIAL REPRESENTATION**

10 Xilinx will be represented at trial by Steven Williams, Nancy Fineman, Brian Schnarr,
11 and Joanna LiCalsi of Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Burlingame,
12 California, 94010. Telephone: 650-697-6000. Fax: 650-697-0577. Email:
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14 jlicalsi@cpmlegal.com.

15 Defendants will be represented at trial by David L. Anderson, Sara B. Brody, Nicole M.
16 Ryan, Naomi A. Igra, and Renée Pesiri of Sidley Austin LLP, 555 California Street, Suite 2000,
17 San Francisco, California 94104. Telephone: 415-772-1200. Fax: 415-772-7400. Email:
18 dlanderson@sidley.com; sbrody@sidley.com; nicole.ryan@sidley.com; nigra@sidley.com;
19 rpesiri@sidley.com.

20 **IX. PREFERENCE**

21 This case is not entitled to preference.

22 **X. ALTERNATE DISPUTE RESOLUTION (ADR)**

23 Counsel has provided the ADR information package identified in rule 3.221 to the client
24 and reviewed ADR options with the client.

25 **XI. INSURANCE**

26 Xilinx' insurance is not at issue. Defendants' insurance is also not at issue.

27 **XII. JURISDICTION**

28 The parties are not aware of any matters that may affect the Court's jurisdiction.

1 **XIII. BIFURCATION**

2 Plaintiff does not anticipate any motions to bifurcate, severe, or coordinate any issues or
3 causes of action. Defendants believe that it is premature to determine whether any motions to
4 bifurcate, sever, or coordinate will be filed and that that issue should be raised at a later time.

5 **XIV. OTHER MOTIONS**

6 Defendants plan to file a demurrer to Plaintiff's Complaint in its entirety and an
7 accompanying motion to strike portions of the Complaint. Subsequent motion practice will
8 depend upon which, if any, of Plaintiff's causes of action and allegations remain in the case
9 following the rulings on the demurrer and motion to strike.

10 **XV. DISCOVERY**

11 Discovery is currently stayed by the Court's order designating this action as complex, and
12 no discovery has yet taken place. Upon the lifting of the discovery stay, Xilinx intends to serve
13 (1) requests for the production of documents, (2) interrogatories, and (3) deposition notices,
14 including a notice of deposition concerning defendants' documents and records relating to the
15 purchase and sale of Xilinx products.

16 Upon the lifting of the discovery stay, Defendants intend to serve (1) requests for the
17 production of documents, (2) interrogatories, (3) requests for admissions, and (4) deposition
18 notices on Xilinx and also intend to subpoena third parties including a number of Xilinx
19 distributors for documents and depositions.

20 **XVI. MEET AND CONFER**

21 The parties have met and conferred on the subjects required by rule 3.724 of the
22 California Rules of Court.

23 **XVII. WHETHER ADDITIONAL PARTIES ARE LIKELY TO BE ADDED**

24 Plaintiff does not presently intend to add additional parties. Given that the scope of
25 Plaintiff's claims has not yet been determined and no discovery has taken place, Defendants
26 believe that it is premature to determine whether they will need to add additional parties, such as
27 Xilinx's distributors, to the action.
28

1 **XVIII. SERVICE LISTS IDENTIFY ALL COUNSEL**

2 A service list identifying all primary and secondary counsel, firm names, addresses,
3 telephone numbers, email addresses and fax numbers for all counsel is attached hereto as
4 **Exhibit A.**

5 **XIX. DESCRIPTION OF DISCOVERY COMPLETED TO DATE AND**
6 **OUTSTANDING DISCOVERY**

7 The Court's order of January 29, 2014 designating this action as complex stayed the
8 service of discovery. As of that date, there was no outstanding discovery.

9 **XX. APPLICABILITY AND ENFORCEABILITY OF ARBITRATION CLAUSES**

10 Plaintiff's position is that there are no applicable arbitration clauses. Defendants'
11 position is that the Complaint does not identify a specific contract whose terms are at issue in the
12 litigation. Once that issue has been resolved, Defendants will be in a position to determine
13 whether there are any applicable arbitration clauses.

14 **XXI. RELATED LITIGATION**

15 The parties are not aware of any related litigation pending in other courts.

16 **XXII. TENTATIVE VIEWS ON ADR MECHANISM**

17 The parties have engaged in preliminary discussions and contemplate that at an
18 appropriate time, they may engage the assistance of a private mediator.

19 **XXIII. WHETHER DISCOVERY SHOULD BE PHASED OR LIMITED**

20 **a. Plaintiff's Position**

21 Xilinx believes that the most efficient management of this case towards resolution would
22 be achieved by focusing discovery on defendants' purchases of Xilinx' products from any
23 source, and defendants' sales of those products. Almost all, if not all, material issues in dispute
24 in this case can be answered by discovery focused on those issues – specifically, whether
25 Defendants have been purchasing Xilinx' products at prices only permitted for certain customers
26 and then re-selling those products at higher prices while wrongfully keeping the difference
27 Xilinx does not believe that there is a need for any third-party discovery to address these issues.
28 Nor does Xilinx believe that discovery directed at Xilinx is necessary to address these issues.

1 Xilinx believes that Flextronics' proposal that discovery should focus on Xilinx'
2 allegations and what factual support Xilinx has for those allegations is contrary to fundamental
3 California civil procedure. The information concerning who Defendants sold Xilinx products to
4 is exclusively in the possession of Defendants and this information should be the focus of
5 discovery. The suggestion that Xilinx should be forced to identify all such misconduct now, and
6 all evidence supporting that misconduct, without having discovery from Flextronics is contrary
7 to all principles governing civil discovery in California.

8 Most of the other issues identified by Flextronics are unreasonable on their face, and
9 appear designed solely to increase the cost and burden of this litigation. As just one example,
10 "Xilinx's market power [and] its reasons and justifications for charging different customers
11 different prices" is irrelevant to any claims or defenses in this case, and it is not likely to lead to
12 the discovery of admissible evidence. Instead, it appears to be vexatious and asserted for
13 improper purposes.

14 Xilinx believes that Flextronics' proposal that discovery should focus on Xilinx'
15 allegations and what factual support Xilinx has for those allegations is contrary to fundamental
16 California civil procedure. The information concerning who Defendants sold Xilinx products to
17 is exclusively in the possession of Defendants and this information should be the focus of
18 discovery. The suggestion that Xilinx should be forced to identify all such misconduct now, and
19 all evidence supporting that misconduct, without having discovery from Flextronics is contrary
20 to all principles governing civil discovery in California.

21 To the extent that Flextronics disputes that service on Flextronics International, Ltd. was
22 not proper, Xilinx will seek jurisdictional discovery to establish that service was proper.

23 Most of the other issues identified by Flextronics are unreasonable on their face, and
24 appear designed solely to increase the cost and burden of this litigation. As just one example,
25 "Xilinx's market power [and] its reasons and justifications for charging different customers
26 different prices" is irrelevant to any claims or defenses in this case, and it is not likely to lead to
27 the discovery of admissible evidence. Instead, it appears to be vexatious and asserted for
28 improper purposes.

1 **b. Defendants' Position**

2 Defendants believe that discovery should focus in the first instance on Xilinx's
3 allegations and what factual support, if any, Xilinx claims for those allegations. Despite
4 purporting to allege a "pattern and practice" of wrongful acts, Xilinx identifies only two
5 allegedly improper transactions in its Complaint – a single instance of alleged customer cross-
6 selling involving end-customers Airvana Network Solutions and Checkpoint Systems, and a
7 single instance of an alleged counterfeit chip – which Flextronics itself discovered and informed
8 Xilinx of – for an Ericsson product. Xilinx must identify what specific transactions, if any, it
9 purports to sue Flextronics on and all facts, documents, and persons that support its allegations.

10 Defendants strongly dispute Xilinx's assertion that discovery directed to Xilinx is
11 unnecessary. Xilinx's allegations raise a host of issues that will require extensive discovery from
12 Xilinx and third parties such as Xilinx's distributors. For example, the only instance of alleged
13 customer cross-selling that Xilinx identifies in its Complaint involves chips that Flextronics did
14 not even purchase from Xilinx but, rather, purchased from third-party distributor Avnet.
15 Discovery into Xilinx's dealings and contractual arrangements with its distributors will be
16 critical, including what information Xilinx obtains from its distributors concerning Flextronics'
17 purchases of Xilinx parts. Flextronics will also need discovery into Xilinx's pricing structure
18 and negotiations with the end-users. Xilinx alleges that it charges different prices for different
19 customers, depending on the identity of the expected end-user and the volume sold for that end-
20 user, and that Flextronics' alleged cross-selling harmed it by depriving it of the amount of money
21 that it otherwise would have earned. Thus, the amounts that Xilinx has charged and earned for
22 its chips for its various customers and end-users is critical to an evaluation of Xilinx's alleged
23 damages. In addition, Flextronics will need discovery from both Xilinx and its distributors into
24 the sources and disposition of Xilinx's parts, including to address Xilinx's grey
25 market/counterfeit allegations. Flextronics will also need discovery into Xilinx's market power,
26 its reasons and justifications for charging different customers different prices, and its policies and
27 practices regarding any restrictions on the resale of Xilinx products and the prices at which
28 Xilinx products are resold, to support Flextronics' defenses that Xilinx is attempting to impose

1 anti-competitive restrictions on Flextronics' ability to conduct its business.

2
3 DATED: April 3, 2014

COTCHETT, PITRE & McCARTHY, LLP

4 By: 
5 Steven N. Williams
6 *Counsel for Plaintiff Xilinx, Inc.*

7 DATED: April __, 2014

SIDLEY AUSTIN LLP

8
9 By: _____
10 Sara B. Brody
11 *Counsel for Defendants Flextronics*
12 *International USA, Inc., Flextronics*
13 *Corporation, and Flextronics International,*
14 *Ltd.*

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2

3 DATED: April __, 2014

COTCHETT, PITRE & McCARTHY, LLP

4

5 By: _____
6 Steven N. Williams
7 Counsel for Plaintiff Xilinx, Inc.

5

6

7 DATED: April 3, 2014

SIDLEY AUSTIN LLP

8

9 By: Sara Beth Brody
10 Sara B. Brody
11 Counsel for Defendants Flextronics
12 International USA, Inc., Flextronics
13 Corporation, and Flextronics International,
14 Ltd.

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EXHIBIT A

SERVICE LIST

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