

[REDACTED]

From: Burns, Laura (HQ-MA000)
Sent: Wednesday, October 01, 2008 2:18 PM
To: McNutt, Jan (HQ-MC000)
Subject: RE: UAS.vs.OTG

Jan,

Attached is the update for the docket. Please let me know which documents you would like.



docket.update.pdf

Laura

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

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[REDACTED]

b(6)

From: McNutt, Jan (HQ-MC000)
Sent: Wednesday, October 01, 2008 11:05 AM
To: Burns, Laura (HQ-MA000)
Subject: RE: UAS.vs.OTG

Laura,

Could you get an update on this case for me. I've included the last docket document you sent me for the case.

<< File: UAs vs OTG docket.pdf >>

Thanks,
Jan

From: Burns, Laura (HQ-MA000)
Sent: Friday, August 15, 2008 2:10 PM
To: McNutt, Jan (HQ-MC000)
Subject: UAS.vs.OTG

Jan,

Attached are some documents from the Universal case. Several of the documents were not available because they were sealed. If you have any questions, let me know.

<< File: UAs.vs.OTG.docket.pdf >>

<< File: OTG.Answer.to.UAS.Complaint.pdf >> << File: OTG.Amended.Answer.pdf >> << File:
UAS.Reply.Counterclaims.pdf >> << File: UAS.Order.Motion.Dismiss.4.9.08.pdf >> << File:

Laura

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

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[REDACTED] 46
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Date Filed	#	Docket Text
09/24/2008	<u>148</u>	ORDER granting <u>147</u> Stipulation of Dismissal :All claims and counterclaims in this action are dismissed with prejudice and the Clerk shall CLOSE this case. Each party shall be responsible for paying its own attorneys' fees and costs incurred in this action.. Signed by Judge Raner C Collins on 9/23/08. (JKM,) (Entered: 09/24/2008)
09/23/2008	<u>147</u>	STIPULATION of Dismissal <i>with Prejudice</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/23/2008)
09/23/2008	<u>146</u>	ORDER granting <u>145</u> Stipulation : Dfts shall have up to and including 9/29/2008 to file their motion regarding preliminary invalidity contentions. Pla shall have up to and including 9/29/2008 to file their motion regarding case bifurcation and up to and including 10/10/2008 to file their brief regarding disputed patent prosecution exclusion. The parties shall have ten days after the filing of the motions to respond.. Signed by Judge Raner C Collins on 9/22/08. (JKM,) (Entered: 09/23/2008)
09/22/2008	<u>145</u>	STIPULATION <i>to Extend Deadlines to File Briefs</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/22/2008)
09/19/2008	<u>144</u>	BRIEF <i>Re Prejudice Caused by Universal's Proposed Restriction Against Patent Prosecution</i> by Defendants Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 09/19/2008)
09/16/2008	<u>143</u>	ORDER granting <u>142</u> Stipulation : dfts have until 9/19/08 to file their briefs re: prejudice resulting from the disputed patent prosecution exclusion, 9/22/08 to file briefs re: preliminary invalidity contentions, Plaintiff have until 9/22/08 to file their brief re: case bifurcation. All parties have 10 days to file responsive memorandum after the initial briefs are filed. Signed by Judge Raner C Collins on 9/16/08. (SSU,) (Entered: 09/16/2008)
09/15/2008	<u>142</u>	STIPULATION <i>to Extend Deadlines to File Briefs</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/15/2008)
09/08/2008	<u>141</u>	ORDER granting <u>140</u> Motion for Extension of Time. Dft's briefs re: prejudice resulting from disputed patent prosecution exclusion be filed by 9/12/08, Dft's briefs re: preliminary invalidity contentions be filed by 9/15/08 and Plaintiff's brief re: case bifurcation be filed by 9/15/08. See attached PDF for additional information. Signed by Judge Raner C Collins on 9/8/08.(SSU,) (Entered: 09/08/2008)
09/05/2008	<u>140</u>	MOTION for Extension of Time <i>To File Briefs</i> by Optima Technology Group, Inc., Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/05/2008)
08/28/2008	<u>139</u>	SCHEDULING ORDER: Discovery due by 9/12/2009. Dispositive motions

02940

		due by 11/12/2009. Proposed Pretrial Order due by 11/25/2009. Status Report due by 1/5/2009. See attached PDF for additional information. Signed by Judge Raner C Collins on 8/28/08. (SSU,) (Entered: 08/28/2008)
08/28/2008	<u>138</u>	Notice re Service of Defendants' Rule 26(a)(1) Initial Disclosure Statement by Optima Technology Group, Inc., Jed Margolin (Bernheim, Robert) (Entered: 08/28/2008)
08/26/2008	<u>137</u>	Notice re Notice of Service of Initial Disclosures by Universal Avionics Systems Corporation (Mandel, Robert) (Entered: 08/26/2008)
08/25/2008	<u>136</u>	REPORT of Joint Rule 26(f) Report and Respective Case Management Plans by Defendants Optima Technology Group, Inc., Jed Margolin, Plaintiff Universal Avionics Systems Corporation. (Bernheim, Robert) (Entered: 08/25/2008)
08/25/2008	<u>135</u>	NOTICE of Deposition of Optima Technology Group 30(b)(6), filed by Universal Avionics Systems Corporation. (Mandel, Robert) (Entered: 08/25/2008)
08/18/2008	<u>134</u>	CLERK'S JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Defendant Optima Technology Corporation has been terminated. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>133</u>	CLERK'S JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Cross-defendant Optima Technology Corporation has been terminated. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>132</u>	ORDER that Final Judgment entered against Defendant Optima Technology Corporation. ***See attached PDF for complete information***. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>131</u>	ORDER that Final Judgment entered against Cross-Defendants Optima Technology Corporation. ***See attached PDF for complete information***. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>130</u>	DEFAULT JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>129</u>	ORDER denying <u>115</u> Motion for Reconsideration ; granting <u>123</u> Motion for Default Judgment. Signed by Judge Raner C Collins on 8/18/08.(CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>128</u>	Notice re Service of Responses to Universal Avionics Systems Corporation's First Request for Production of Documents and Things by Optima Technology Group, Inc., Jed Margolin (Bernheim, Robert) (Entered: 08/18/2008)

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From: Burns, Laura (HQ-MA000)
Sent: Wednesday, October 01, 2008 4:20 PM
To: McNutt, Jan (HQ-MC000)
Subject: RE: UAS.vs.OTG

The requested documents are attached.

 OTG.148.pdf  OTG.129.pdf  OTG.131.pdf  OTG.132.pdf  OTG.136.pdf  OTG.144.pdf  OTG.146.pdf

Laura Burns
Law Librarian for the Office of the General Counsel
NASA Headquarters

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b(6)

From: McNutt, Jan (HQ-MC000)
Sent: Wednesday, October 01, 2008 3:55 PM
To: Burns, Laura (HQ-MA000)
Subject: RE: UAS.vs.OTG

Laura,

If you can, I'd like documents:

129, 131, 132, 136, 144, 146 and 148

Thanks,
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UAS.Reply.to.OTG.Counterclaims.pdf >>

Laura

Laura Burns
Law Librarian for the Office of the General Counsel
NASA Headquarters



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
et al.,

Defendants.

OPTIMA TECHNOLOGY GROUP, INC.,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Counterdefendant.

No. CV 07-588-TUC-RCC

ORDER

Pursuant to the Parties' Stipulation of Dismissal with Prejudice (Docket No. 147) and good cause appearing,

IT IS HEREBY ORDERED all claims and counterclaims in this action are dismissed with prejudice and the Clerk shall CLOSE this case.

IT IS FURTHER ORDERED that each party shall be responsible for paying its own attorneys' fees and costs incurred in this action.

DATED this 23rd day of September, 2008.



Raner C. Collins
United States District Judge

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY)
CORPORATION and JED MARGOLIN,

Defendants.

No. CV 07-588-TUC-RCC

ORDER

Pending before the Court is the Plaintiff's Motion for Default Judgment and Motion for Reconsideration.

Plaintiff served Optima Technology Corporation in late November, Optima Technology Corporation has not yet answered or appeared in this action. Therefore, the Court will grant the Plaintiff's Motion for Default Judgment.

Plaintiff filed a motion for reconsideration. The Plaintiff has not met the requirements of Federal Civil Procedure Rule 60(b). Therefore, the Court will deny this motion. Optima Technology Group's Default Judgment resolved the issues between Optima Technology Group and Optima Technology Corporation in the exact same way Universal's Default Judgment resolves the issues between Universal and Optima Technology Corporation.

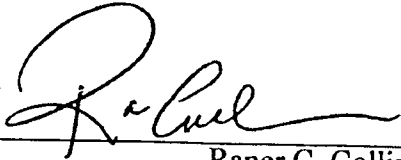
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Therefore, IT IS HEREBY ORDERED:

1) The Plaintiff's Motion for Default Judgment (Docket No. 123) is GRANTED. Universal did not and does not infringe on any claim of Optima Technology Corporation's '073 patent. Optima Technology Corporation's claims on the '073 patent are invalid and unenforceable. Universal did not and does not infringe on any claim of Optima Technology Corporation's '724 patent. Optima Technology Corporation's claims on the '724 patent are invalid and unenforceable. This is an exceptional case pursuant to 35 U.S.C. §285 and Universal is entitled to collect reasonable attorneys' fees and costs from Optima Technology Corporation.

2) The Plaintiff's Motion for Reconsideration (Docket No. 115) is DENIED.

DATED this 18th day of August, 2008.



Raner C. Collins
United States District Judge

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY
CORPORATION, ROBERT ADAMS and
JED MARGOLIN,

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY
CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY
CORPORATION, ROBERT ADAMS and
JED MARGOLIN,

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY
CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

1 This Court, having considered the Plaintiff's Application for Entry of Default
2 Judgment against Defendant Optima Technology Corporation, finds no just reason to delay
3 entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Defendant Optima Technology Corporation, a
6 California corporation, and Optima Technology Corporation, a Nevada corporation, as
7 follows:

8 1. Universal Avionics Systems Corporation ("Universal") did not and does not
9 infringe against Optima Technology Corporation's Patent No. 5,566,073.

10 2. Optima Technology Corporation claims of the 5,566,073 Patent are invalid and
11 unenforceable;

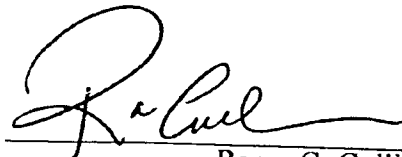
12 3. Universal did not and does not infringe against Optima Technology Corporation's
13 Patent No. 5,904,724.

14 4. Optima Technology Corporation claims of the 5,904,724 Patent are invalid and
15 unenforceable;

16 5. This is an exceptional case, pursuant to 35 U.S.C. §285, and Universal is entitled
17 to reasonable attorney's fee and costs from Optima Technology Corporation; and

18 6. There is no just reason to delay entry of final judgment as to Optima Technology
19 Corporation under Federal Rule of Civil Procedure 54(b).

20 DATED this 18th day of August, 2008.

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24 Raner C. Collins
United States District Judge

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15 New York, NY 10166

16 *Attorneys for Plaintiff*

17 Jeffrey Willis, SBN 004870
18 Robert Bernheim, SBN 024664
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25 *Attorneys for Defendants*

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UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

v.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION
and JED MARGOLIN,

Defendants.

Case No. 07-CV-00588-RC

**JOINT RULE 26(f) REPORT AND
RESPECTIVE CASE
MANAGEMENT PLANS**

Assigned to: Hon. Raner C. Collins

OPTIMA TECHNOLOGY GROUP, INC., a
corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant

INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 26(f) and this Court's order of July 29, 2008, counsel for Plaintiff Universal Avionics Systems Corporation ("Universal") and Defendants Optima Technology Group, Inc. and Jed Margolin (collectively, "Defendants") held a joint meeting ("Joint Meeting") by telephone on August 14, 2008. Participating in the meeting were Scott Bornstein and Allan Kassenoff for Universal, and Jeffrey Willis and Robert Bernheim for Defendants.

The following reflects the parties' respective positions on the scheduling of discovery in this case. The proposed case management plans are followed by individually numbered sections corresponding with topics to be addressed pursuant to this Court's order of July 29, 2008.

UNIVERSAL'S PROPOSED CASE MANAGEMENT PLAN

Universal requests that the Court bifurcate discovery and trial on the issues of liability from issues of potential damages and/or allegations of willful infringement due to the fact that there are multiple patents at issue in this case and the subject matter of those

patents, and the accused product(s), is complex.¹ Accordingly, bifurcating liability from potential damages and willfulness will lead to the conservation of the parties' time and money. Universal also respectfully points out that the proposal of Optima Technology Group, Inc. ("Optima") and Jed Margolin ("Margolin") which would require Universal to supply Preliminary Invalidity Contentions is not supported by the local rules of this Court or by the Federal Rules of Civil Procedure and would add an undue burden on Universal.²

**OPTIMA TECHNOLOGY GROUP, INC. AND JED MARGOLIN'S PROPOSED
CASE MANAGEMENT PLAN**

Defendants propose the following case management plan. First, Defendants submit that there is no legal or economic basis to bifurcate discovery and trial on the issues of liability from the issue of damages and willful infringement. Such bifurcation would only prolong the resolution of this case and would ultimately result in more expense to all parties. Contrary to Universal's position, Optima believes that, in the context of patent infringement cases, this is not a complex case. Moreover, because Optima does not suggest that any of Universal's currently known products infringe upon the '724 patent,

¹ Recently, Defendant Optima Technology Group, Inc. ("Optima") indicated that it was no longer asserting infringement of the '724 patent by Universal's "currently known products." However, when asked to execute either a covenant not to sue or a stipulation of dismissal with prejudice as to the '724 patent, Optima refused. Therefore, a case or controversy continues to exist with regard to Universal's declaratory judgment claims relating to the '724 patent.

² In seeking to require Universal to supply Preliminary Invalidity Contentions, Defendants are trying to implement a portion of the Patent Rules that various district courts, such as the Eastern District of Texas, have adopted. As set forth above, this Court has no such patent rules. However, should the Court order Universal to provide Defendants with Preliminary Infringement Contentions, Universal respectfully requests that the Court likewise order Defendants to first provide Universal with their Disclosure of Asserted Claims and Infringement Contentions, as the local patent rules in the various district courts that have implemented them require. (*See, e.g.*, Rule 3-1 of the Patent Rules for the Eastern District of Texas for the requirements thereof.)

there is only one patent, the '073 patent, at issue for patent infringement.³ The '724 patent is only at issue for the legally and factually much simpler slander of title counterclaim.

Second, Defendants propose that Universal provide Preliminary Invalidity Contentions, on or before November 28, 2008. Universal initiated this suit and is the plaintiff. Accordingly, it must be prepared to support the allegations of the Complaint. Optima's patent infringement counterclaim, on the other hand, is a mandatory counterclaim and was not filed at a time of Optima's choosing as Universal's claims were. Furthermore, Universal's argument that Preliminary Invalidity Contentions are not supported by the federal or local rules is of no effect. This Court has inherent authority to regulate practice as constrained by federal law, the Federal Rules of Civil Procedure, and the local rules. *See* Fed. R. Civ. P. 83(b). It would make no sense for this Court to ignore the lessons learned by other districts, such as the Northern District of California or the Eastern District of Texas, that have significantly greater exposure to patent infringement cases and have developed rules specific to those cases.

The Preliminary Invalidity Contentions would include the following:

1. (a) The identity of each item of prior art that allegedly anticipates each asserted claim or renders it obvious. Each prior art patent shall be identified by its

³ Universal demanded that Defendants "file a stipulation of non-infringement relating to the '724 patent **and** execute a covenant not to sue relating to all products manufactured by Universal Avionics" before it would agree to withdraw its declaratory judgment claims related to the '724 patent. The demands were not in the alternative as Universal now asserts above. Additionally, those actions are unnecessary because Optima has already informed Universal that none of its currently known products infringe on the '724 patent, therefore eliminating jurisdiction for Universal's claims. It is unreasonable for Universal to demand three separate assurances that there is no jurisdiction for its claims. Moreover, Universal's demands are overbroad and would apply to currently unknown or future Universal products, Universal's infringement of other Optima patents, and any non-patent cause of action, related to Universal's products.

number, country of origin, and date of issue.

(b) Whether each item of prior art anticipates each asserted claim or renders it obvious. If a combination of items or prior art makes a claim obvious, each such combination and the motivation to combine such items, must be identified;

(c) A chart identifying where specifically in each alleged item of prior art each element of each asserted claim is found, including for each element that such party contends is governed by 35 U.S.C. § 112(6), the identity of the structure(s), act(s), or material(s) in each item of prior art that performs the claimed function; and

(d) Any grounds of invalidity based on indefiniteness under 35 U.S.C. § 112(2) or enablement or written description under 35 U.S.C. § 112(1) of any of the asserted claims.

In addition to the Preliminary Invalidity Contentions, and at such time as the Preliminary Invalidity Contentions are served, Universal must provide or make available for inspection and copying the following:

1. (a) Source code, specifications, schematics, flow charts, artwork, formulas, or other documentation sufficient to show the operation of any aspects or elements of an accused product as identified by Optima; and

(b) A copy of each item of identified art which does not appear in the file history of the patent(s) at issue. To the extent any such item is not in English, an English translation of the portion(s) relied upon must be produced.

The following constitutes the parties' joint proposed case schedule:

I. PROTECTIVE ORDER

The parties have worked together in a good faith effort to enter into a stipulation

for protective order to ensure confidentiality. The parties are in agreement with respect to every term of a protective order but one. Specifically, Universal requests that no party representative that has access to another party's confidential information be permitted to prosecute or supervise the prosecution of patents in the area of aviation technology during the pendency of this Litigation and for a period of three (3) years following the termination of the Litigation. Universal's concerns with regard to maintaining the confidentiality of its confidential information is heightened with respect to the Defendants in the pending action given the Defendants past willingness to repeatedly and blatantly violate the terms of a confidentiality agreement between Universal and Optima. Defendants do not understand Universal's hyperbolic accusations in support of confidentiality considering the parties mutually desire entry of a protective order. Defendants also do not wish the inclusion of the blatantly unfair and irrelevant patent prosecution provision. While Universal has income from a variety of activities, Defendants' primary livelihood would be unduly curtailed by a restriction on patent prosecution. Defendants also believe that this prohibition is only tangentially related to the purpose of the desired protective order—ensuring the confidentiality of the parties' information. The parties jointly request that the Court decide this issue so that the parties can enter into a stipulation for protective order. All disclosures and discovery will commence after entry of and be subject to the terms of the protective order entered by this Court.

II. INITIAL DISCLOSURES

Universal will serve its Rule 26(a) initial disclosures on August 25, 2008, as expressly ordered by the Court in its July 29, 2008 order. Further, Universal does not stipulate to any extension of this Court-imposed deadline on behalf of the Defendants. Defendants recognize that the Court's July 29, 2008 order requires Rule 26(a) disclosures

be made on or before August 25, 2008, however Defendants believe this deadline makes little sense until a protective order is entered and recommend an initial disclosure deadline ten (10) days after entry of a protective order, corresponding with the date the Defendants will provide documents required by Rule 26(a)(1).

III. DISCOVERY PLAN

A. Fact Discovery

1. Cut-Off Dates

All fact discovery on liability-related issues shall be completed by September 12, 2009.

2. Interrogatories

The parties agree that the limitations on interrogatories imposed by Federal Rule of Civil Procedure 33 and LRCiv 33.1 should apply to this action.

3. Requests for Admission

Defendants collectively may serve a maximum of fifty (50) requests for admission on Universal. Universal may serve a maximum of fifty (50) requests for admission on Defendants. Absent an extension of time stipulated to by the parties or granted by the Court, responses are due thirty (30) days after service as governed by Federal Rule of Civil Procedure 36 and LRCiv 36.1.

4. Depositions

Each side shall be limited to ten (10) fact depositions, including Rule 30(b)(6) depositions; and each side shall be limited to one (1) expert deposition per designated expert. No deposition of any witness (fact or expert) shall exceed seven (7) total hours absent agreement of the parties or Order of the Court. Depositions of expert witnesses

shall be performed according to the expert discovery schedule below. Depositions of lay witnesses shall not commence prior to imposition of a protective order to ensure the confidentiality of information obtained.

B. Markman Discovery

1. Identification of Asserted Claims and Accused Products

Defendants shall specify the asserted claims and accused products by October 13, 2008.

2. Expert Reports

The parties shall exchange expert reports on claim construction on February 10, 2009.

3. Markman Briefs

The parties shall simultaneously submit their respective *Markman* Briefs on March 9, 2009.

4. Markman Hearing

The *Markman* hearing should commence on or about April 13, 2009, or at the Court's discretion. The parties contemplate that the *Markman* hearing could be completed in one (1) day.

C. Expert Discovery

1. Expert Disclosures

Each party bearing the burden of proof on any particular issue shall identify each expert witness and the subject matter of each expert's report or testimony by July 14, 2009.

2. Cut-Off Dates

Expert discovery shall commence on August 14, 2009. Expert discovery shall be completed by October 12, 2009.

3. Expert Reports

Expert reports pursuant to Rule 26(a)(2) shall be served by the party bearing the burden of proof on August 14, 2009. Rebuttal reports shall be due on September 14, 2009.

4. Expert Depositions

Expert depositions shall be taken on or after September 14, 2009. Expert depositions shall be completed by October 12, 2009.

IV. SUBJECTS OF DISCOVERY

1. Facts relating to alleged invalidity of the patents-in-suit;
 2. Facts relating to alleged unenforceability of the patents-in-suit;
 3. Facts relating to ownership of the patents-in-suit;
 4. Facts relating to the alleged infringement of the '073 patent by Universal's products;
 5. Facts related to Optima's reasonable royalty for Universal's alleged infringing activity;
 6. Facts relating to Universal's alleged willful infringement of the '073 patent;
- and
7. Facts relating to Universal's alleged slander with the United States Patent and Trademark Office of Optima's title to the patents-in-suit.

V. AMENDED COMPLAINT/ADDITIONAL PARTIES.

The last day for the parties to amend their respective complaint and counterclaims or add any additional parties is January 12, 2009.

VI. DISPOSITIVE MOTIONS.

The last day for the parties to submit any dispositive motions is November 12, 2009. Absent an extension of time stipulated to by the parties or granted by the Court, responses are due thirty (30) days after service of the motion, and replies are due fifteen (15) days after service of a response as governed by LRCiv 56.1(d).

VII. PRETRIAL ORDER.

The parties will submit their Joint Pretrial Report no later than fifteen (15) days after the resolution of all dispositive motions.

ISSUES RAISED BY THE COURT'S JULY 29, 2008 ORDER

1. Nature of the Case.

A. Universal's Description

This is a case about patent invalidity and non-infringement. After being subjected to months of threats by Optima, and its President and CEO Robert Adams ("Adams"), concerning U.S. Patent Nos. 5,566,073 (the "'073 patent") and 5,904,724 (the "'724 patent"), Universal filed its complaint on November 9, 2007 seeking a declaratory judgment that the '073 and '724 patents are invalid and not infringed. Specifically, beginning in July 2007, Adams began asserting that Universal was infringing the '073 and '724 patents. Adams continued issuing such threats against Universal over the next several months. Finally, on November 6, 2007, Mr. Lawrence Oliverio ("Oliverio"), Optima's then outside counsel, sent Universal's counsel a letter specifically threatening

litigation concerning the '073 and '724 patents. According to Oliverio, Universal's "products literally infringe Optima's U.S. Patents Nos. 5,566,073 and 5,904,724. . . . In the absence of a suitable response within five (5) days of the date of this letter and/or a fully executed non-exclusive license agreement . . . we will assume that this matter cannot be resolved short of litigation." No longer willing to be subjected to these meritless threats, Universal initiated the present action.

Additionally, there is a dispute as to ownership of the '073 and '724 patents, as both Defendant Optima Technology Corporation ("OTC") and Optima have claimed ownership. Both Optima and OTC appear to base their respective ownership claims, at least in part, upon a Durable Power of Attorney (the "DPA") that Margolin signed, whereby he appointed "Optima Technology Inc. - Robert Adams, CEO" as his agent with the "powers to manage, dispose of, sell and convey" various issued patents, including the patents in suit. Importantly, Adams -- Optima's current CEO -- was OTC's CEO at the time the DPA allegedly was executed and the DPA was directed to the registered address of OTC -- not Optima. Although the Court previously granted default judgment in connection with Optima's ownership claims of the patents-in-suit against OTC, the issue of ownership still remains in this case. If Optima's assertion below were correct, i.e., that the default judgment against OTC precluded Universal from arguing that Optima lacks right, title and interest in the patents-in-suit, by the same logic, Optima should be precluded from asserting infringement and validity of the patents based upon the Court's entry of default judgment in favor of Universal against OTC to that same effect. In short, Optima continues to misinterpret the Court's recent orders relating to default judgment in an apparent effort to deprive Universal of its rightful defenses in this action.

Furthermore, on or about December 5, 2007, OTC filed a notice of recordation of assignment with the United States Patent and Trademark Office, indicating that Margolin

had assigned the '073 and 724 patents to OTC, supporting OTC's claim of ownership. To further confound the matter of ownership, however, Margolin, the alleged inventor of the patented technology, by his own belated admission, back-dated a purported "Patent Assignment" to Optima by more than three years in an apparent attempt to create the appearance that the patents-in-suit were properly transferred to Optima.

B. Defendants' Description

Defendant Jed Margolin invented and validly patented the '073 patent (synthetic vision for pilots) and the '724 patent (remote piloting of aircraft) with the United States Patent and Trademark Office. Margolin assigned ownership of the patents to Defendant Optima. Subsequently to the patenting of the '073 patent, Plaintiff Universal developed and marketed various products that infringe upon the '073 patent. Optima informed Universal that it was infringing upon the '073 patent and threatened litigation if Universal did not either cease production and distribution of the infringing products or agree to obtain a license from Optima. In communications with third parties, Universal slandered and otherwise clouded Optima's rightful title in the patents by alleging that Optima did not own the patents-in-suit and that Margolin had "fraudulently" back-dated the assignment of the patents-in-suit to Optima. In anticipation of a lawsuit for infringement of the '073 patent, Universal filed the present declaratory judgment action. Universal's claims, however, include declaratory claims related to the '724 patent despite Optima's assurances that it did not claim any Universal product currently infringes upon the '724 patent.

Universal's description is flawed in several respects. Most importantly, Universal regurgitates the alleged ownership dispute between Optima and OTC despite this Court's resolution of any ownership claim by or other interest in the patents-in-suit and the Durable Power of Attorney when the Court entered default judgments in favor of Optima

and Universal against OTC. Simply put, there is no longer an ownership dispute involving OTC. This does not foreclose Universal's expected defenses related to whether Optima owns the patents-in-suit or the Durable Power of Attorney, but it does prevent Universal from asserting that OTC owns them. Universal must be limited to asserting that someone other than OTC owns them. This Court has already ruled against Universal's attempt to "clarify" the default judgment in this respect. (*See* Docket Nos. 115, 129). Furthermore, Universal continues to assert that jurisdiction exists to bring a declaratory judgment action related to the '724 patent despite Optima's assurances that it does not claim any Universal product currently infringes upon the '724 patent.

2. Elements of Proof.

The parties reserve their rights to amend their claims and affirmative defenses until the end of the relevant time periods described in the proposed case management plans.

A. Universal's Complaint

i. Declaratory Judgment of Non-Infringement of the '073 Patent Against Optima and/or Margolin

Elements: Universal's Vision-1, UNS-1 and TAWS products do not infringe either directly or by the doctrine of equivalents any claim of the '073 patent.

Burden: Preponderance of the evidence by Defendants that Universal infringes

ii. Declaratory Judgment of Invalidity of the '073 Patent Against Optima and/or Margolin

Elements: The '073 patent lacks at least one of the following elements: (1) novelty; (2) utility; or (3) non-obviousness.

Burden: Clear and convincing evidence by Universal

iii. Declaratory Judgment of Non-Infringement of the '724 Patent Against Optima and/or Margolin

Elements: Universal's Vision-1, UNS-1 and TAWS products do not infringe either directly or by the doctrine of equivalents any claim of the '724 patent.

Burden: Preponderance of the evidence by Defendants that Universal infringes

iv. Declaratory Judgment of Invalidity of the '724 Patent Against Optima and/or Margolin

Elements: The '724 patent lacks at least one of the following elements: (1) novelty; (2) utility; or (3) non-obviousness.

Burden: Clear and convincing evidence by Universal

B. Optima's Affirmative Defenses to Complaint

Optima has not asserted any affirmative defenses at this time.

C. Optima's Counterclaims

i. Patent Infringement of the '073 Patent

Elements: Optima bears the burden of proving that (1) Optima owns or has an exclusive license for the '073 patent, and that (2) during the term of the patent, (3) Universal infringed upon that patent by making, using, offering to sell, or selling the patented inventions or by actively inducing such infringing activity or by selling, offering to sell, or importing a material component of the patented invention with knowledge that the item sold, offered for sale, or imported is especially made or adapted for use in an infringement of the '073

patent. *See* 35 U.S.C. § 271(a)-(c).

Burden: Optima must prove the elements by the preponderance of the evidence.

ii. Injurious Falsehood/Slander of Title

Elements: Optima bears the burden of proving that (1) Universal published (2) a false statement (3) that harmed Optima's interests by causing a pecuniary loss; that (4) Universal either knew the statement was false or acted with reckless disregard to its truth or falsity; and that (5) Universal intended the publication to harm Optima's interests or recognized or should have recognized that the publication was likely to do so. *See* Restatement (Second) of Torts §§ 623A-624; *see also* *Barnett v. Hitching Post Lodge, Inc.*, 101 Ariz. 488, 493, 421 P.2d 507, 512 (1966); *Appel v. Burman*, 159 Cal. App. 3d 1209, 1214 (1984); *Rudnitsky v. Rudnitsky*, 2000 WL 1724234, at *12 (Del. Ch. 2000); *Glaser v. Kaplan*, 170 N.Y.S.2d 522, 524-25 (N.Y. App. Div. 1958); *Moore v. Rolin*, 15 S.E. 520 (Va. 1892).

Burden: Optima must prove the elements by the preponderance of the evidence.

D. Universal's Affirmative Defenses

i. Non-infringement of the '073 Patent

See elements and burdens of proof for Universal's identical claim in the Complaint, described in Section 2(A)(i) above.

ii. Invalidity of the '073 Patent

See elements and burdens of proof for Universal's identical claim in the Complaint, described in Section 2(A)(ii) above.

iii. Failure to State a Claim

Elements: Optima can prove no set of facts in support of Optima's counterclaims that would entitle Optima to relief.

Burden: Clear and convincing evidence by Universal

iv. No Standing for Optima's Counterclaims

Elements: To demonstrate standing for its counterclaims, Optima must show: (1) that it suffered an injury in fact, i.e., one that is sufficiently "concrete and particularized" and "actual or imminent, not conjectural or hypothetical"; (2) the injury is "fairly traceable" to the challenged conduct; (3) the injury is "likely" to be "redressed by a favorable decision"; and (4) that it has all substantial rights in the '073 and '724 patents.

Burden: Preponderance of the evidence by Optima

v. Estoppel

Elements: (1) Optima, through misleading conduct -- which may have been statements, action, inaction, or silence -- led Universal to reasonably infer that Optima did not intend to enforce the patents-in-suit against Universal; (2) Universal relied on Optima's conduct; and (3) due to such reliance, Universal will be materially prejudiced if Optima is permitted to proceed with the infringement suit.

Burden: Preponderance of the evidence by Universal

vi. Fraud

Elements: (1) a representation; (2) its falsity; (3) its materiality; (4) Optima's knowledge of its falsity or ignorance of its truth; (5) Optima's intent that it be acted upon by the recipient in the manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the right to rely on it; and (9) his consequent and proximate injury.

Burden: Clear and convincing evidence by Universal

vii. Laches

Elements: (1) Optima delayed filing suit for an unreasonable and inexcusable length of time from the time Optima knew or reasonably should have known of their claim against Universal; and (2) the delay operated to the prejudice or injury of Universal.

Burden: Preponderance of the evidence by Universal unless delay of six years or more is demonstrated. Six-year delay shifts burden to Optima to offer proof that delay was reasonable and/or excusable, and/or that Universal suffered no prejudice.

viii. Patent Misuse

Elements: Optima exploited the '073 and/or '724 patents in an improper manner by violating antitrust laws and/or impermissibly broadened the physical or temporal scope of the patent grant with anticompetitive effect.

Burden: Clear and convincing evidence by Universal

ix. Inequitable Conduct/Failure to Timely Disclaim Invalid Claims

Elements: (1) Optima withheld or misrepresented information in their conduct before the United States Patent and Trademark Office; and (2) such information was material.

Burden: Clear and convincing evidence by Universal

x. Prosecution Laches

Elements: Optima unreasonably and inexplicably delayed prosecution of the '073 and/or '724 patents.

Burden: Preponderance of the evidence by Universal

3. Factual and Legal Issues in Dispute.

The significant issues disputed by the parties currently include, but are not necessarily limited to:

- A. Whether Optima owns the patents-in-suit;
- B. Whether the patents-in-suit are valid;
- C. Whether the patents-in-suit are enforceable;
- D. Whether there is standing to bring a declaratory action for the invalidity and non-infringement claims involving the '724 patent;
- E. Whether Universal's products infringe on the '073 patent;
- F. Whether the alleged infringement of the '073 patent was willful;
- G. The amount of Optima's damages due to Universal's alleged infringement, if any, based upon a reasonable royalty;
- H. Whether Universal slandered Optima's title in the patents-in-suit.

The issues are not amenable to being narrowed by stipulation. It is possible that some or all of the issues may be disposed of via dispositive pretrial motion(s).

4. Jurisdictional Basis of the Case.

A. Universal's Complaint

The parties agree that this Court has statutory jurisdiction over Universal's declaratory patent non-infringement and invalidity claims specifically related to the '073 patent under 28 U.S.C. §§ 1331, 1338(a), and 2201-2202 and patent claims in general under 28 U.S.C. §§ 1331 and 1338(a). Universal asserts this Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 2201-2202 to maintain a declaratory judgment action for non-infringement and invalidity of the '724 patent. Defendants deny that Universal's claims pertaining to the '724 patent involve an actual controversy, to include a reasonable threat of impending litigation sufficient to sustain a declaratory judgment action, and therefore assert that, pursuant to 28 U.S.C. § 2201(a), this Court is without jurisdiction to hear those claims.

B. Optima's Counterclaims

The parties agree that, under 28 U.S.C. §§ 1331 and 1338(a), this Court has statutory jurisdiction over Optima's infringement counterclaim for the '073 patent. Optima asserts this Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) for the slander of title claims. Universal denies that this Court has supplemental jurisdiction over the slander of title claims.

5. Unserved/Nonappearing Parties.

OTC has defaulted as to claims brought by both Universal and Optima. This Court has already entered default judgment as to Optima's claims against OTC. Similarly, this Court has also entered default judgment as to Universal's claims against OTC.

6. Parties Not Subject to Court's Jurisdiction.

None.

7. Dispositive and Partially Dispositive Issues for Pretrial Motions.

The parties reserve their rights to raise dispositive and partially dispositive pretrial motions at a later date after further discovery proceeds.

8. Suitability for Arbitration, Master, and/or Trial by Magistrate Judge.

The parties reserve their rights to jury trials on their respective claims. Although Universal may reconsider its position in the future, at the current time, Universal believes that the use of alternative dispute resolution would not be useful in this case.

Defendants are willing to consider the use of alternative dispute resolution of all or part of the claims or issues involved in this case. Given the parties positions in recent discussions, Defendants believe that several issues, if not the entire case, could be disposed of quickly and inexpensively, including but not limited to Universal's claims related to validity and infringement of the '724 patent and all issues based on OTC's alleged ownership of the patents-in-suit or the Durable Power of Attorney, which this Court has already ruled on. Accordingly, Defendants believe alternative dispute resolution would best satisfy the purpose of the federal rules "to secure the just, speedy, and inexpensive determination of every action." *See* Fed. R. Civ. P. 1. .

9. Status of Related Cases.

None.

10. Proposed Deadlines.

See Proposed Case Management Plan above.

11. Changes to Discovery Limits.

See Proposed Case Management Plan above.

12. Estimated Date Parties Will Be Ready for Trial and Expected Length of Trial.

The parties estimate that they will be prepared for trial thirty (30) days after the resolution of all dispositive motions. Trial is estimated to last five (5) days.

13. Jury Trial Issues.

The parties have both requested a jury trial in this case.

14. Prospects for Settlement.

Defendants desire a settlement conference with another judge or magistrate to attempt resolution of all or some claims and/or issues in this case. As discussed in Section 8 above, Optima believes that several issues could be disposed of with little difficulty. Additionally, the parties' positions in recent discussions do not diverge as much as Universal asserts. Universal does not believe that a settlement conference would be beneficial at this time. Because the parties are very far apart on their respective views of the merits and monetary worth of this case, Universal believes that a settlement conference would be an imprudent use of the parties' time and resources at this juncture. Universal, however, would be willing to reconsider its position as the case progresses and the issues are narrowed.

15. Unusual, Difficult, or Complex Problems.

The major claims and affirmative defenses in this case pertain to patent validity and infringement of complex avionics technology. The subject matter is inherently complex, and expert testimony is probably necessary. Additionally, Universal asserts that Defendants' conduct to date has created additional complexity based upon multiple misstatements to this Court and to the United States Patent and Trademark Office as well as numerous third parties, which will result in a decrease in the likelihood of early

resolution. Defendants deny any misstatements—particularly to this Court—and further point out that the alleged misstatements present a relatively simple factual dispute, not a complex problem. Defendants also contend that, in the context of patent infringement and validity cases generally, this case is not complex.

16. Class Action.

Not applicable.

17. Other.

None.

DATED this 25th day of August 2008.

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP,
INC., et al.,

Defendants.

OPTIMA TECHNOLOGY GROUP,
INC., a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona
corporation,

Counterdefendant

No. 07-CV-00588-RC

**DEFENDANTS' BRIEF RE
PREJUDICE CAUSED BY
UNIVERSAL'S PROPOSED
RESTRICTION AGAINST PATENT
PROSECUTION**

Assigned to: Hon. Raner C. Collins

1 Defendants Optima Technology Group, Inc. ("Optima") and Jed Margolin
2 ("Margolin") (collectively, "Defendants"), through their undersigned counsel, hereby
3 submit the following brief describing the prejudice they would suffer if a disputed
4 exclusion from patent prosecution is included with a protective order on confidentiality.
5 Defendants and Plaintiff Universal Avionics Systems Corporation ("Universal") currently
6 agree on all other provisions in the proposed protective order, and the disputed provision
7 is the only issue presently delaying fully responsive discovery. During a telephonic
8 scheduling conference on August 28, 2008, the Court requested that Defendants file an
9 initial brief by September 5, 2008, later extended until September 19, 2008, describing the
10 prejudice they would suffer from the disputed provision.

11 The parties have agreed on all terms of a stipulation for a protective order other
12 than the disputed provision. The stipulation generally seeks to protect confidential
13 information by creating procedures to govern disclosing, designating, storing, using, and
14 returning confidential information. The disputed provision, however, expands beyond
15 these normal issues of protecting confidentiality and bars patent prosecution. The text of
16 the disputed provision states:

17 EXCLUSION FROM PATENT PROSECUTION

18 The Designated Party Representatives agree that they will not
19 prosecute or supervise the prosecution¹ of patents in the area
20 of aviation technology during the pendency of this Litigation
and for a period of three (3) years following the termination
of the Litigation.

21 Under the other terms of the stipulation for a protective order, disclosed
22 information may be protected if the disclosing party identifies it as "Confidential" or

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24 ¹ "Prosecution" of a patent refers to the entire procedure for obtaining a valid patent
25 from a patent office, including but not limited to preparing and filing the patent
26 application, searching for prior art, participating in the examination by the patent office,
and any post-patent reissue or reexamination by the patent office. Patent prosecution is to
be distinguished from patent litigation, such as the present case.

1 “Highly Confidential.” “Confidential” information generally includes any not-publicly-
2 available information that the disclosing party would prefer did not become widely
3 known, such as marketing studies, shipping data, or correspondence. “Highly
4 Confidential” information is more limited and includes only highly sensitive business or
5 proprietary information or unpublished patent applications and patent prosecution
6 documents. A party’s outside counsel, outside expert witnesses, and other outside
7 litigation support staff may view all disclosed information regardless of how designated.
8 The Designated Party Representatives are the persons chosen by each party who may
9 review information designated as “Confidential,” but not information designated as
10 “Highly Confidential”. Anyone, of course, may review disclosed information that is
11 neither “Confidential” nor “Highly Confidential”.

12 The Designated Party Representative allows a party to have an internal
13 representative who can review “Confidential” information and thereby assist outside
14 counsel with analyzing and using the information during litigation. Obviously a complete
15 disconnection between the parties and disclosed information makes it much more difficult
16 to incorporate the information throughout litigation. The Designated Party Representative
17 permits counsel to act with input from the parties but without unnecessarily wide
18 dissemination of the “Confidential” information. Moreover, the Designated Party
19 Representative’s review of “Confidential” disclosures assists outside counsel with
20 understanding and thereby using “Highly Confidential” information.

21 Universal’s disputed provision unfairly seeks to either (1) forego avionics patent
22 prosecution entirely for an indeterminate number of years, or (2) force Defendants to
23 choose Designated Party Representatives who are unfamiliar with the circumstances of
24 this case (and therefore quite useless as Designated Party Representatives). The first
25 option strikes directly at the core of Defendants’ livelihood. The second option, besides
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1 turning Designated Party Representatives into useless appendages, would effectively
2 result in Universal dictating that Defendants' Designated Party Representatives cannot be
3 Optima CEO Robert Adams or Margolin, the inventor of the patents-in-suit.

4 Optima is a patent holding company for numerous avionics patents, which make up
5 a significant portion of its overall revenues. Optima's Designated Party Representative
6 could in no way be involved in prosecuting patent applications, and therefore would be
7 limited to licensing and enforcing current avionics patents. The Designated Party
8 Representative also could not participate in post-patent prosecution, which could include
9 reissuing current patents to correct mistakes or reexamining current patents in light of
10 newly discovered prior art. Notably, because the patent prosecution exclusion is not
11 limited to United States patents, the Designated Party Representative also could not
12 prosecute or supervise prosecution of patents in foreign countries. For instance,
13 Defendants could win the present lawsuit but would still be barred for another three years
14 from pursuing foreign patent protection for the patents-in-suit.

15 The restriction is even more egregious as applied to Margolin. Margolin is the
16 inventor of several avionics patents. He currently has an open application with the United
17 States Patent and Trademark Office to obtain a new avionics patent, and that patent
18 application could not go forward under the disputed provision until three years after the
19 conclusion of this case. Because he is not a business entity, the only way for him to avoid
20 the prosecution exclusion is to hire someone else, without any knowledge of the present
21 case and its circumstances, as his Designated Party Representative.

22 The patent prosecution exclusion has a disproportionate effect on Defendants
23 versus Universal, which is further evidence of the unfair nature of the exclusion. Unlike
24 Defendants, Universal would suffer a minor inconvenience at most from the patent
25 prosecution exclusion. Universal's business is geared more toward manufacturing and
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1 sales of avionics products than intellectual property. As the present case shows, Universal
2 is far more interested in selling its products than abiding by or prosecuting patents. If
3 anything, Universal is most likely to purchase licenses for existing patents from others—
4 not obtain new patents in its own right.

5 Universal's purported concern in defense of the disputed provision is to prevent the
6 unintentional or inadvertent disclosure of sensitive information obtained by a Designated
7 Party Representative that could be used to obtain a separate patent. However, Designated
8 Party Representatives do not have access to "Highly Confidential" information, which
9 explicitly includes "unpublished patent applications and patent prosecution documents
10 that are not available upon request from the U.S. Patent and Trademark Office or any
11 other patent office." Therefore, sensitive patentable information would never be seen by
12 the Designated Party Representatives, and Universal's argument rings hollow.

13 As demonstrated above, the disputed patent prosecution exclusion does nothing to
14 protect the confidentiality of disclosed information. Its sole purpose is to either force
15 Defendants to abandon their livelihoods or to prevent Defendants from assisting their
16 outside counsel in analyzing the information. For the foregoing reasons, Defendants
17 respectfully request this Court reject Universal's unnecessary and unfair patent
18 prosecution exclusion from any protective order.
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RESPECTFULLY SUBMITTED this 19th day of September, 2008.

SNELL & WILMER L.L.P.

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CERTIFICATE OF SERVICE

I hereby certify that on September 19th, 2008, I electronically transmitted and sent via U.S. mail the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
et al.,

Defendants.

OPTIMA TECHNOLOGY GROUP, INC.,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Counterdefendant.

No. CV 07-588-TUC-RCC

ORDER

Pursuant to the Parties' Stipulation (Docket No. 145) and good cause appearing,
IT IS HEREBY ORDERED the Defendants shall have up to and including September
29, 2008 to file their motion regarding preliminary invalidity contentions. The Plaintiff shall
have up to and including September 29, 2008 to file their motion regarding case bifurcation
and up to and including October 10, 2008 to file their brief regarding disputed patent

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prosecution exclusion. The parties shall have ten days after the filing of the motions to respond.

DATED this 22nd day of September, 2008.



Raner C. Collins
United States District Judge

From: Burns, Laura (HQ-MA000)
Sent: Thursday, October 02, 2008 2:37 PM
To: McNutt, Jan (HQ-MC000)
Subject: RE: UAS.vs.OTG

Hi Jan,

#147 had two documents which are attached.



147-2.pdf



147-1.pdf

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

[Redacted]

b(6)

From: McNutt, Jan (HQ-MC000)
Sent: Thursday, October 02, 2008 11:31 AM
To: Burns, Laura (HQ-MA000)
Subject: RE: UAS.vs.OTG

Laura,

I guess I need No. 147 also..thanks.

-Jan

From: Burns, Laura (HQ-MA000)
Sent: Wednesday, October 01, 2008 4:20 PM
To: McNutt, Jan (HQ-MC000)
Subject: RE: UAS.vs.OTG

The requested documents are attached.

<< File: OTG.148.pdf >> << File: OTG.129.pdf >> << File: OTG.131.pdf >> << File: OTG.132.pdf >> << File: OTG.136.pdf >> << File: OTG.144.pdf >> << File: OTG.146.pdf >>

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

[Redacted]

b(6)

02982

From: McNutt, Jan (HQ-MC000)
Sent: Wednesday, October 01, 2008 3:55 PM
To: Burns, Laura (HQ-MA000)
Subject: RE: UAS.vs.OTG

Laura,

If you can, I'd like documents:

129, 131, 132, 136, 144, 146 and 148

Thanks,
Jan

From: Burns, Laura (HQ-MA000)
Sent: Wednesday, October 01, 2008 2:18 PM
To: McNutt, Jan (HQ-MC000)
Subject: RE: UAS.vs.OTG

Jan,

Attached is the update for the docket. Please let me know which documents you would like.

<< File: docket.update.pdf >>

Laura

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

[REDACTED]
[REDACTED]
[REDACTED]

b(6)

From: McNutt, Jan (HQ-MC000)
Sent: Wednesday, October 01, 2008 11:05 AM
To: Burns, Laura (HQ-MA000)
Subject: RE: UAS.vs.OTG

Laura,

Could you get an update on this case for me. I've included the last docket document you sent me for the case.

<< File: UAs vs OTG docket.pdf >>

Thanks,
Jan

From: Burns, Laura (HQ-MA000)
Sent: Friday, August 15, 2008 2:10 PM
To: McNutt, Jan (HQ-MC000)
Subject: UAS.vs.OTG

Jan,

Attached are some documents from the Universal case. Several of the documents were not available because they were sealed. If you have any questions, let me know.

<< File: UAs.vs.OTG.docket.pdf >>

<< File: OTG.Answer.to.UAS.Complaint.pdf >> << File: OTG.Amended.Answer.pdf >> << File:
UAS.Reply.Counterclaims.pdf >> << File: UAS.Order.Motion.Dismiss.4.9.08.pdf >> << File:
USA.2ndAmendedComplaint.pdf >> << File: OTG.Answer.2nd.Amended.Complaint.pdf >> << File:
UAS.Reply.to.OTG.Counterclaims.pdf >>

Laura

Laura Burns

Law Librarian for the Office of the General Counsel
NASA Headquarters

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP,
INC., et al.,

Defendants.

OPTIMA TECHNOLOGY GROUP,
INC., a Delaware corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona
corporation,

Counterdefendant

No. 07-CV-00588-RC

**PROPOSED ORDER DISMISSING
ALL CLAIMS WITH PREJUDICE**

Assigned to: Hon. Raner C. Collins

This Court having reviewed the parties Stipulation for Dismissal with Prejudice,
and good cause appearing herein,

IT IS HEREBY ORDERED dismissing all claims and counterclaims in this action
with prejudice.

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IT IS FURTHER ORDERED that each party shall be responsible for paying its own attorneys' fees and costs incurred this action.

DATED this ___ day of September, 2008.

Hon. Raner C. Collins
United States District Court Judge

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24 IN THE UNITED STATES DISTRICT COURT
25 FOR THE DISTRICT OF ARIZONA

26 UNIVERSAL AVIONICS SYSTEMS
27 CORPORATION,

28 Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP,
INC., et al.,

Defendants

OPTIMA TECHNOLOGY GROUP,
INC., a Delaware corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona
corporation,

Counterdefendant

Case No. 07-CV-00588-RC

**STIPULATION FOR DISMISSAL
WITH PREJUDICE**

Assigned to the Hon. Raner C. Collins

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Pursuant to Federal Rule of Civil Procedure 41(a)(1), Plaintiff/Counterdefendant Universal Avionics Systems Corporation ("Universal"), Defendant/Counterclaimant Optima Technology Group, Inc. ("Optima"), and Defendant Jed Margolin ("Margolin"), stipulate and agree that all claims and counterclaims asserted in this action should be dismissed with prejudice with each party to bear its own costs and attorneys' fees. A proposed order of dismissal is submitted herewith.

DATED this 23rd day of September, 2008.

GREENBERG TRAURIG, LLP

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