

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

TWILIO, INC.,
Plaintiff,
v.
TELESIGN CORPORATION,
Defendant.

Case No. 16-CV-06925-LHK

**ORDER STRIKING CLAIM TERMS
BRIEFED IN VIOLATION OF PATENT
LOCAL RULE 4-3 AND COURT
ORDER**

Patent Local Rule 4-3(c) requires that the parties' Joint Claim Construction and Prehearing Statement include "[a]n identification of the terms whose construction will be most significant to the resolution of the case up to a maximum of 10." Consistent with this rule, the Court's March 1, 2017 Case Management Order indicated that the Court would construe "no more than 10 terms" in its claim construction proceedings. ECF No. 48 ("Case Management Order") at 2. On June 30, 2017, the parties submitted a Joint Claim Construction and Prehearing Statement which complied with these requirements and identified nine terms that the parties represented "will be the most significant to this case." ECF No. 87 ("Joint Statement") at 2.

In violation of Patent Local Rule 4-3 and this Court's March 1, 2017 Case Management

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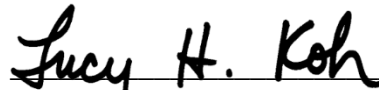
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Order, Twilio briefed fourteen disputed claim terms, including five that were not identified in the parties’ Joint Claim Construction and Prehearing Statement, in its August 14, 2017 Opening Claim Construction Brief. ECF No. 105 (“Opening Br.”). On August 28, 2017, Telesign filed a Responsive Claim Construction Brief which noted Twilio’s improper briefing of these five additional terms. ECF No. 27 (“Responsive Br.”) at 23.

The Court hereby STRIKES the portions of the parties’ briefing that relate to these five additional terms. Specifically, the Court strikes the following sections from Twilio’s Opening Claim Construction Brief: V.F (“API resource”), VI.B (“application resource”), VI.C (“communicating with an application server to receive an application response”), VI.D (“mapping”), and portions of VI.H which relate to “request.” The Court also strikes Section IV.J from Telesign’s Responsive Claim Construction Brief, which discusses the additional terms. Twilio shall not address the additional terms in its Reply Claim Construction Brief.

IT IS SO ORDERED.

Dated: August 29, 2017



LUCY H. KOH
United States District Judge