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February 18, 2009

**BY ELECTRONIC MAIL**

The Honorable Vincent J. Poppiti  
Special Master  
Bank Rome LLP  
Chase Manhattan Centre, Suite 800  
1201 North Market Street  
Wilmington, Delaware 19801-4226

Re: **Advanced Micro Devices, Inc., et al. v. Intel Corporation, et al.,  
C.A. 05-441-JJF; C.A. 05-485-JJF; MDL No. 05-1717-JJF**

Dear Judge Poppiti:

On January 30, 2009, AMD submitted a stipulation signed on behalf of AMD and Fujitsu that was expressly intended to obviate the need for further briefing to the Special Master in connection with AMD's motion for *in camera* inspection of documents that Fujitsu withheld from its initial document production to AMD. (C.A. 05-485, D.I. 1310; C.A. 05-MD-1717, D.I. 1529; C.A. 05-441, D.I. 1205). (*See* Exhibit A attached hereto). The stipulation recites that "AMD and Fujitsu have now reached an agreement with respect to Plaintiff's Motion to Compel." (*Id.* at 2.) In it, AMD and Fujitsu expressly agreed that, at their joint request, AMD's motion was to be taken off the Special Master's calendar and the January 27 hearing date vacated. (*Id.*) They also expressly agreed that "[i]nstead of submitting an opposition letter brief," Fujitsu would provide to the Special Master, for his *in camera* review, the non-privileged custodial documents that it withheld from its production. (*Id.*)

Given the parties' express agreement to these terms, Fujitsu's letter to the Special Master dated February 12, 2009, which is in part plainly an opposition brief, is contrary to the parties' written agreement and should be disregarded.<sup>1</sup> Fujitsu reserved only its right to present its arguments to the Court if and when it appeals the decision of the Special Master, and not more.

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<sup>1</sup> For example, Fujitsu's complaint that AMD failed to meet and confer properly before filing its motion (*see* Fujitsu letter dated February 12, 2009, at 2), a contention that AMD disputes, is now beside the point in light of the stipulation. AMD reserves its rights to seek its fees and costs it has incurred because it has had to reply to Fujitsu's improper and extraneous opposition.

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The Honorable Vincent J. Poppiti

February 18, 2009

Page 2

Fujitsu's letter also purports to address the scope of the review that the Special Master should engage in. Fujitsu's point here is certainly confused as even Fujitsu itself recognizes that the Special Master, by necessity, must rule on AMD's motion to compel based on a review of only a sample of the large number of documents that Fujitsu withheld. (*See* Fujitsu letter dated Feb. 12, 2009, at 3.)

Finally, Fujitsu complains that AMD's position that the relevance of the documents sought is not in question is not "well taken." (Fujitsu letter dated February 12, 2009, at 2.) However, Fujitsu does not -- and cannot -- show that the documents AMD seeks are not relevant. Indeed, the subpoenas that Fujitsu attached to its February 12 letter simply underscore the fact that the documents that AMD has sought are relevant.

Respectfully,

*/s/ Chad M. Shandler*

Chad M. Shandler (#3796)

CMS/ps

Enclosure

cc: Clerk of the Court (via electronic filing)  
Richard L. Horwitz, Esq. (via electronic filing)  
James L. Holzman, Esq. (via electronic filing)  
Jill D. Neiman, Esq. (via electronic mail)