



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

STRATASYS, INC.,

Plaintiff,

v.

SHENZHEN TUOZHU TECHNOLOGY CO.,  
LTD., SHANGHAI LUNKUO TECHNOLOGY  
CO., LTD., BAMBU LAB LIMITED, AND  
TUOZHU TECHNOLOGY LIMITED,

Defendants.

Civil Action No. 2:24-cv-00644-JRG  
LEAD CASE

Civil Action No. 2:24-cv-00645-JRG  
MEMBER CASE

JURY TRIAL DEMANDED



**DEFENDANTS' MOTION TO COMPEL DOCUMENTS RELATING TO  
PRIOR ART SYSTEMS AND PRACTICING PRODUCTS**

Over six months after the Additional Disclosure deadline, **Stratasys has still not produced a single document describing any of its practicing products.** No documents have been produced for the products that Stratasys itself marked as practicing the Asserted Patents. Nor has Stratasys produced any documents for the unmarked products identified in Defendants' *Artic Cat* letter.

Stratasys also has not produced any documents for two of the three prior art products identified in Defendants' invalidity contentions—20 weeks ago. As for the third product, a handful of documents were produced the evening before the parties' lead counsel meet and confer. Notably, only four of those documents were marked confidential. When asked if it could provide a date by which the other prior art products' documents would be produced, Stratasys refused to commit. And when asked if it could agree to provide prior art source code commensurate to what the Defendants made available for the accused products, Stratasys balked once more.

In a patent action between companies with 3-D printer products, product documents are relevant to validity, marking, credibility, damages, and more. Yet Stratasys still has not meaningfully begun to provide this fundamental discovery. In fact, Stratasys has not produced much at all. While Defendants provided dozens of source code files and over 16,000 documents, Stratasys has provided no code and only 2,288 documents, with less than 200 marked confidential.

Hiding behind the facade of a "rolling production," Stratasys has delayed or refused to produce routinely discoverable information on its: (A) prior art products, (B) practicing products, and (C) affiliate's practicing products—documents that Stratasys has the contractual right to request. Defendants tried in vain to work with Stratasys for months, necessitating this motion.

## **I. FACTS**

Stratasys asserts 10 patents related to 3-D printing against Bambu. Dkt. 1. And during the **seven months** since the Additional Disclosures deadline (Dkt. 34 at 6), Defendants have asked for

documents related to Stratasys's relevant 3-D printing products again and again:

- **In November 2024**, Defendants asked for documents related to Stratasys's practicing products. Ex. A at 1.
- **In February**, Defendants responded to Stratasys's statement that it "will not produce any documents related to" its practicing products, explaining why the documents were relevant in written correspondence and a meet and confer. *Id.*
- **In March, April, and May**, Defendants were forced to reiterate their requests for documents on practicing products and those that Defendants identified with specificity in its invalidity contentions **in January**. *Id.* at 1-2.
- **In June**, Defendants wrote to confirm Stratasys's positions on the documents sought in this motion and requested a final meet and confer. *Id.* at 3.

During these seven months, Defendants explained the relevance of their requests and provided Stratasys ample time to collect and produce. Stratasys, in contrast, repeatedly disputed the relevance of documents regarding **its own practicing products**. *Id.* at 1-4. And even for the prior art products that Stratasys agreed were relevant, Stratasys refused to commit to deadlines or provide source code. *Id.* at 4. Instead, Stratasys provided general statements about its progress, like its ongoing review of "terabytes" of data, but given seven months of similarly vague statements, Stratasys's statements have simply proven to be delay tactics.

Indeed, the facts tell a different story. Stratasys has still **not produced a single document pertaining to the functionality of its products marked as practicing an Asserted Patent**. For its unmarked practicing products, Stratasys first demanded that Defendants serve an *Artic Cat* letter before discovery could be warranted. After Defendants agreed, **Stratasys reneged**—stating that if "Stratasys does not dispute your assertion, then there is no need to produce any of the requested documents." *Id.* at 3. Nevertheless, Defendants stuck to their word and identified the unmarked products. Stratasys also delayed over 20 weeks before beginning production on its prior art products and refused to produce any documents on its affiliate's practicing products. *Id.* at 4. The parties thus met and conferred on June 19, resulting in an impasse and the present motion. *Id.*

**II. ARGUMENT**

**A. Stratasys should be compelled to produce documents and code showing its prior art products' functionality, first sale, and financial information.**

Stratasys has only produced four confidential prior art product documents, all related to one of the three prior art products that Bambu identified in January. These products were identified in Defendants' invalidity contentions with specificity, making them relevant to Defendants' §§ 102 and 103 defenses and subject to production. *See LG Elecs., Inc. v. Hitachi, Ltd.*, No. 5:07CV90, 2009 WL 10677426, at \*4 (E.D. Tex. Mar. 2, 2009) (compelling production of "(1) all non-privileged materials and documents relating to all of Plaintiff's prior art devices for each of the patents-in-suit; (2) all of Plaintiff's relevant source code for those products;" and more). Financial documents for these systems are also required under LPR 3-2(a) and are relevant to proving the date of first sale, as well as commercial success, which is a secondary consideration of non-obviousness. *See Apple Inc. v. Int'l Trade Comm'n*, 725 F.3d 1356, 1366 (Fed. Cir. 2013).

That Stratasys agreed to search for responsive material and "identified potentially responsive documents" in its internal search is insufficient because Stratasys refuses to provide a timeline for its production. This is untenable when the "case has been pending for nearly eleven months and" Stratasys "has been well aware of its discovery obligations as set forth in both the Discovery Order and the Docket Control Order." *Weatherford Tech. Holdings, LLC v. Tesco Corp.*, No. 2:17-CV-00456, 2018 WL 4620634, at \*2 (E.D. Tex. Apr. 27, 2018) (Gilstrap, J.). Defendants' invalidity contentions were served in January, yet months later, Stratasys has produced a mere handful of documents for only one of the three products and no source code or financial information. *See id.* (compelling production six months after the additional disclosure deadline despite no dispute as to relevance or proportionality).

Despite demanding (and receiving) source code for all of the allegedly infringing products,

[REDACTED]

Stratasys feigned surprise that the prior art systems’ source code is relevant. Ex. A at 3. There can be no surprise here: “that which infringes if later, anticipates if earlier.” *Peters v. Active Mfg. Co.*, 129 U.S. 530, 537 (1889). Where Stratasys contends source code is necessary to prove infringement, Defendants should also be entitled to code related to products sold, or offered for sale, before the critical date for purposes of invalidity. Stratasys should thus be compelled to produce the outstanding information within the next two weeks.

**B. Stratasys should be compelled to produce documents and code showing its practicing products’ functionality, first sale, and financial information.**

Stratasys should also be compelled to produce practicing product documents. To date, Stratasys has produced six product labels used for marking the Asserted Patents—nothing else. And while Stratasys’s infringement contentions stated it “does not intend to rely on the assertion that its own products or other instrumentalities practice the claimed invention,” Stratasys “reserve[d] the right to amend and/or supplement this disclosure.” Stratasys’s practicing products thus remain relevant to damages, defenses, credibility, and more, as explained below.

Documents showing the functionality of Stratasys’s marked products are relevant to Stratasys’s credibility. Indeed, this Court has noted that discrepancies from earlier litigation positions “could bear on” a plaintiff’s “credibility.” See *Infernal Tech., LLC v. Microsoft Corp.*, No. 2:18-CV-00144, 2019 WL 5388442, at \*2 (E.D. Tex. May 3, 2019) (Gilstrap, J.). And here, the products that Stratasys had marked before it started this litigation show what it believed its inventions cover, so an absence of the accused functionality would bear on Stratasys’s credibility.

Documents pertaining to the design and conception of Stratasys’s practicing products are also relevant to inventorship, Defendants’ licensing defense, invalidity, and marking. Cf. *Repairify, Inc. v. Keystone Auto. Indus., Inc.*, No. 6:21-CV-00819, 2023 WL 4778082, at \*4 (W.D. Tex. July 26, 2023) (compelling production of “all Board Meeting Presentations and analogous

Business Presentations that discuss relevant aspects of the products and services that [Plaintiff] alleges practices the Asserted Patents”). Specifically, these documents may reveal aspects of the product design that came from the open-source community and thus are subject to open-source license obligations. Moreover, these documents may show that the products qualify as prior art (if offered before the relevant patent’s priority date). At the very least, materials relating to the date of first disclosure, marketing, and sale of these products will establish **when** the products needed to be marked, so this information is necessary for evaluating whether Stratasys adequately marked.

Finally, sales and financial information for each practicing product is relevant to the reasonable royalty analysis. Sales and financial information could potentially help determine whether the products compete or show the value that Stratasys places on a particular practicing feature within the marked products. Stratasys should thus be compelled to produce the documents.

**C. By virtue of its ownership of and contracts with UltiMaker, Stratasys should be compelled to produce UltiMaker’s documents within Stratasys’s control.**

Stratasys should also be compelled to produce the relevant documents of its affiliate, UltiMaker, which Stratasys’s maintains possession, custody, or control over. Such documents include those describing additional prior art products identified in Defendants’ contentions.

Stratasys’s control of UltiMaker derives from its relationship with UltiMaker’s predecessor—MakerBot, which is the original assignee of six Asserted Patents. After Stratasys acquired MakerBot in 2013, MakerBot assigned those patents to Stratasys. Ex. B. Under this assignment, MakerBot and “its successors and assigns” agreed “**to generally do everything possible to aid [Stratasys] . . . to secure, obtain, defend, and enforce proper patent protection for the Inventions in this or any foreign country.**” *Id.* (emphasis added).

MakerBot subsequently merged with another company, and Stratasys now has a 46.5% stake in MakerBot’s successor—UltiMaker. This ownership stake suggests that Stratasys can







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Respectfully submitted,

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[REDACTED]

**CERTIFICATE OF CONFERENCE**

Pursuant to Local Rules CV-7(h) and CV-7(i), the undersigned hereby certifies that counsel for the parties met and conferred regarding this Motion prior to filing. On June 19, 2025, lead and local counsel for Defendants participated in a telephonic conference with lead and local counsel for Stratasys. The meet and confer ended in an impasse for the issues raised herein. Stratasys opposes the relief requested in this motion.

/s/ Carl E. Bruce  
Carl E. Bruce

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[REDACTED]  
[REDACTED]

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on June 23, 2025, the foregoing document was filed electronically in compliance with Local Rule CV-5(a) and was served via electronic mail pursuant to Local Rule CV-5.2(e) on all counsel of record.

/s/ Carl E. Bruce  
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