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8 *Attorneys for Plaintiff,*  
9 *Wi-LAN Inc.*

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12 **UNITED STATES DISTRICT COURT**  
13 **SOUTHERN DISTRICT OF CALIFORNIA**  
14 **SAN DIEGO**

15 WI-LAN INC.,

16 *Plaintiff,*

17 vs.

18 APPLE INC.,

19 *Defendant.*

20 ) No. 3:14-cv-1507-DMS-BLM; (Lead Case  
21 ) No. 3:14-cv-2235-DMS-BLM)  
22 ) DEMAND FOR JURY TRIAL

23 ) **STIPULATION REGARDING PRIOR**  
24 ) **LITIGATION, WILLFULNESS, AND**  
25 ) **INDUCED INFRINGEMENT**

26 ) **Department: 13A**

27 ) **Judge: Hon. Dana M. Sabraw**

28 ) **Magistrate: Hon. Barbara L. Major**

1 Apple Inc. (“Apple”) and Wi-LAN, Inc. (“Wi-LAN”) (collectively the “Parties”),  
2 by and through their counsel of record, hereby stipulate and agree as follows:

3 WHEREAS, on July 20, 2018, the Court issued its Order ruling on the Parties’  
4 Motions *in Limine*;

5 WHEREAS, on July 21, 2018, Wi-LAN submitted a letter requesting  
6 reconsideration of the Court’s ruling on Wi-LAN’s Motion *in Limine* No. 3;

7 WHEREAS, upon further consideration, the Parties agree to certain stipulations  
8 to remove this issue from the Court’s docket;

9 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

10 1. Wi-LAN will dismiss its willful and induced infringement claims with  
11 prejudice.

12 2. The Parties will not argue or offer evidence regarding the prior litigation  
13 history between Apple and Wi-LAN, except as set forth below in paragraph 5.

14 3. Wi-LAN will not state or argue that Apple is the only or the rare mobile device  
15 manufacturer/company which has not entered into a license agreement with Wi-LAN.  
16 However, this agreement does not prevent Wi-LAN from offering its licenses with  
17 handset manufacturers into evidence, and does not prevent Wi-LAN from referencing  
18 that evidence in opening and closing.

19 4. Wi-LAN will not argue that litigation with Wi-LAN justifies an upward  
20 adjustment of any license or that litigation between the Parties justifies an upward  
21 adjustment. However, this agreement does not prevent Wi-LAN from offering  
22 testimony that the hypothetical negotiation requires an assumption that U.S. Patents  
23 8,457,145 and 8,537,757 are valid and infringed. This agreement also does not prevent  
24 Wi-LAN from offering testimony and evidence that in many cases Wi-LAN’s licensees  
25 were free to challenge validity and infringement, and that the rates and/or payments of  
26 those licenses should be adjusted upward to reflect this difference.

27 5. The Parties agree that they can cross-examine experts with their or other  
28 experts’ prior statements or expert opinions from other cases so long as the cross-

1 examination is done in a way not to disclose any prior litigations between Apple and  
2 Wi-LAN. The Parties also agree that they can cross-examine experts about the number  
3 of times they have testified adverse to one of the Parties in prior cases.  
4

5 **SO STIPULATED by the Parties through their undersigned counsel:**  
6

7 Dated: July 22, 2018  
8

9 By: /s/ Mike McKool  
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By: /s/ *John Allcock*\_\_\_\_\_

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*Attorneys for Apple Inc.*

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. DANA M. SABRAW  
United States District Judge

**CERTIFICATE OF SERVICE**

1  
2 I hereby certify that on July 22, 2018, I caused a copy of this pleading to be  
3 delivered via CM/ECF on the counsel of record.  
4

5  
6 Dated: July 22, 2018

7 By: /s/ Mike McKool  
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