

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE: NEO WIRELESS, LLC,  
PATENT LITIGATION

Case No. 2:22-MD-03034-TGB  
HON. TERRENCE G. BERG

**JOINT STIPULATION TO DISMISS U.S. PATENT NO. 10,965,512**

WHEREAS, pursuant to the Court’s claim narrowing order (Dkt. 102), Plaintiff Neo Wireless, LLC (“Neo”) was required to reduce its asserted claims from 36 claims to 18 claims in order to streamline this case for trial, and did so in part by reducing all asserted claims of U.S. Patent No. 10,965,512 (‘512 Patent);

WHEREAS, General Motors Co. and General Motors LLC, Ford Motor Co., Nissan North America, Inc. and Nissan Motor Acceptance Corp., Tesla Inc., Honda Development & Manufacturing of America, LLC, and American Honda Motor Co., Inc. previously filed or joined IPR proceedings relating to the ‘512 Patent (including IPR2022-01539, IPR2023-00764, and IPR2023-00961);

WHEREAS, the ‘512 Patent is anticipated to expire on January 20, 2025, prior to the conclusion of the instant case against the Defendants,<sup>1</sup> and the totality of the circumstances make it unlikely that Neo will pursue renewed litigation against these Defendants on the ‘512 Patent;

WHEREAS, certain parties wish to avoid the cost and expense of continuing to litigate IPRs for an unasserted patent;

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<sup>1</sup> The Defendants include Ford Motor Company; Tesla, Inc.; General Motors Company and General Motors LLC (collectively “GM”); FCA US LLC; Toyota Motor Corporation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc. and Toyota Motor Engineering & Manufacturing North America, Inc. and Toyota Motor Credit Corporation (collectively “Toyota”); American Honda Motor Co., Inc. and Honda Development & Manufacturing of America, LLC (collectively “Honda”); and Nissan North America Inc. and Nissan Motor Acceptance Corporation a/k/a Nissan Motor Acceptance Company LLC (collectively “Nissan”).

WHEREAS, Neo wishes to make a gesture of good faith that may help facilitate a global resolution of this litigation;

THEREFORE, Neo and the undersigned Defendants hereby jointly stipulate to the dismissal of Neo's claims against each of the undersigned Defendants for infringement of U.S. Patent No. 10,965,512 ('512 Patent) with prejudice, with each party bearing its own fees and costs relating to the assertion of the '512 Patent against the Defendants in this case.

Neo additionally stipulates and covenants that neither it nor any of its subsidiaries or successors-in-interest will sue any of the Defendants or their current affiliates<sup>2</sup> for infringement of the '512 Patent, or any of the following foreign counterparts: EP1712089 B1, KR100808462 B1, CN1879426 B, or and CN101854188 B, ("Specified Foreign Counterparts"), now or in the future. Neo agrees, to the extent required under the laws of any pertinent jurisdictions, to contractually prohibit its subsidiaries and successors-in-interest from suing any of

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<sup>2</sup> For clarity, "affiliate" as used herein shall mean any other corporation or entity that directly or indirectly controls, is controlled by, or is under common control with such Party, corporation, or entity. For purposes of this definition, control means, with respect to an entity, the possession, directly or indirectly, of (i) the power to vote more than 50% of the voting stock, shares or interests of such entity or the maximum percentage of voting stock or other ownership interest permitted by local law (at the time such entity was established) in any country where the local law does not permit foreign equity participation of greater than 50%, or (ii) the power to direct the management of or make binding decisions for such entity, whether by contract or otherwise.

the Defendants or their current affiliates for infringement of the '512 Patent or its the Specified Foreign Counterparts, now or in the future.

The undersigned Defendants additionally stipulate and agree to dismiss their counterclaims (as applicable to each Defendant) relating to the '512 Patent.

Defendants General Motors, Ford, Nissan, Tesla, and Honda additionally stipulate and agree to promptly contact the PTAB immediately following entry of this stipulation, and to request, within seven (7) days of entry of this Joint Stipulation, that the Patent Trial and Appeal Board terminate their respective IPR proceedings on the '512 Patent (including IPR2022-01539, IPR2023-00764, and IPR2023-00961). All Defendants further agree not to initiate or participate in any other invalidity challenges to the '512 Patent or the Specified Foreign Counterparts. Neo and the undersigned Defendants additionally stipulate and agree that this stipulation and dismissal is done for the convenience of the parties based on the totality of the circumstances, and is not an indicator of the value of the '512 patent or a basis for a royalty rate or license terms. To that end, the terms of the Joint Stipulation and the fact of dismissal of the '512 Patent shall not be introduced as evidence at trial between Neo and any Defendant in this case.

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