

EXHIBIT A



Mark D. Siegmund
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April 14, 2023

Mr. Ron Daignault
Via Email: rdaignault@daignaultiyer.com

RE: *ParkerVision, Inc. v. Realtek Semiconductor Corp.*, Civ. No. 6:22-cv-01162-ADA

Dear Ron:

Please confirm that ParkerVision will dismiss the above-referenced action immediately. ParkerVision's claims against Realtek are baseless and continuing this litigation wastes valuable party and judicial resources.

ParkerVision's claims are frivolous at least because:

- ParkerVision cannot allege indirect infringement because there is no knowledge of the patents-in-suit during the relevant period;
- ParkerVision cannot allege any acts of direct infringement in the U.S. because Realtek has not presence in the U.S.;
- Certain accused products are licensed under the patents-in-suit;
- ParkerVision does not mark its products or the products of its licensees; and
- The patents-in-suit are not valid and enforceable.

If ParkerVision does not intend to dismiss this action, please provide ParkerVision's responses to the information requested below.

No Indirect Infringement. Of the four patents-in-suit, three patents-in-suit (U.S. Patent No. 6,049,706, U.S. Patent No. 6,266,518, and U.S. Patent No. 8,660,513) expired well before the initiation of this action. Because of this, ParkerVision can only recoup past damages for those three patents—namely from November 2016 (six years prior to the filing of the Complaint under 35 U.S.C. § 286) to October 2018 (the date the patents expired). But Realtek had no knowledge of the patents during that time period. Without *any* evidence of knowledge, ParkerVision cannot state a claim against Realtek for indirect infringement. *Commil USA, LLC v. Cisco Sys., Inc.*, 575 U.S. 632, 639 (2015) (“Like induced infringement, contributory infringement requires knowledge of the patent in suit and knowledge of patent infringement.”).

To the extent that ParkerVision alleges that Realtek indirectly infringed U.S. Patent No. 6,049,706, U.S. Patent No. 6,266,518, and U.S. Patent No. 8,660,513, please provide the factual and legal basis for your claim.



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No Direct Infringement. ParkerVision alleges that Realtek directly infringes because “Realtek uses the Realtek Chips at least by testing ... the Realtek Chips in the United States.” Complaint ¶¶ 48, 56, 66, and 75. But Realtek cannot test the Realtek Chips in the United States, because it has no presence in the United States. Realtek is based in Taiwan. Realtek has no offices in the United States, and no employees in the United States. Consequently, Realtek itself cannot test the Realtek Chips in the United States, and certainly did not do so from November 2016 to October 2018.

To the extent that ParkerVision alleges that Realtek directly infringed U.S. Patent No. 6,049,706, U.S. Patent No. 6,266,518, and U.S. Patent No. 8,660,513, please provide the factual and legal basis for your claim.

The Accused Hisense Products Are Licensed. “On November 2, 2022, [ParkerVision] entered into a patent license and settlement agreement with Hisense.” ParkerVision, Form 10-Q dated November 14, 2022. Despite this license, ParkerVision alleges in its November 10, 2022 Complaint that Hisense televisions incorporating the Realtek Chips infringe the patents-in-suit. See Complaint at ¶¶ 10, 15, 16, and 67.

To the extent that that ParkerVision maintains its claims against Realtek Chips in Hisense televisions, please provide the factual and legal basis for your claims.

No Past Damages. Because ParkerVision and its licensees do not mark their products, there are no past damages. Failure to mark products limits any damages prior to Realtek becoming aware of the patents and infringement allegations, which did not occur until the date of filing the Complaint. 35 U.S.C. § 287(a); see also *Lubby Holdings LLC v. Chung*, 11 F.4th 1355, 1359 (Fed. Cir. 2021) (plaintiff’s products were unmarked and defendant had no notice of infringement until date of the complaint which limited damages to the date of the complaint).

If ParkerVision contends that Realtek had notice of the allegations in suit *prior* to the date of the complaint filing, ParkerVision must promptly provide all evidence in support of that contention.

The Patents-In-Suit Are Invalid. As you know, the PTAB has found the asserted claims of U.S. Patent No. 7,292,835 unpatentable as a result of *inter partes* review. To the extent that ParkerVision requires the parties and the Court to waste resources litigating this patent, please provide your factual and legal basis for doing so.

Further, as you know, *inter partes* review was instituted on U.S. Patent No. 6,266,518, and ParkerVision was forced to disclaim the challenged claims to evade the proceeding. But this same art renders the remaining claims of U.S. Patent No. 6,266,518 and the related U.S. Patent Nos. 6,049,706 and 8,660,513 invalid. To the extent that ParkerVision disagrees, please provide your basis for stating so.

* * *

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Please confirm by April 19, 2023 whether ParkerVision intends to dismiss the Complaint; and, if not, ParkerVision's bases to maintain the allegations as outlined above.

Sincerely,
CHERRY JOHNSON SIEGMUND JAMES, PLLC

A handwritten signature in blue ink, appearing to read 'Mark D. Siegmund'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark D. Siegmund