

1 [Counsel listed on signature page]

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3 **UNITED STATES DISTRICT COURT**
4 **NORTHERN DISTRICT OF CALIFORNIA**

5 EPIC GAMES, INC., a Maryland Corporation,

Case No.: 4-19-cv-04133-YGR

6 Plaintiff,

STIPULATION OF PARTIAL DISMISSAL

7 v.

8 ACCELERATION BAY LLC, a Delaware
Limited Liability Corporation,

9 Defendant.

10
11 In order to narrow the disputes between the parties and to help streamline discovery,
12 pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff and
13 Counterclaim-Defendant Epic Games, Inc. (“Epic”) and Defendant and Counterclaim-Plaintiff
14 Acceleration Bay LLC (“Acceleration Bay”) hereby stipulate to a partial dismissal of this action.
15 As part of this stipulation, Epic and Acceleration Bay each agree to dismiss with prejudice all
16 claims for relief against the other with respect to all claims of all asserted patents¹ EXCEPT for
17 claim 21 of U.S. Patent No. 6,701,344, claim 19 of U.S. Patent No. 6,714,966, claim 25 of U.S.
18 Patent No. 6,829,634, claims 6-10 of U.S. Patent No. 6,732,147, claims 14-17 of U.S. Patent No.
19 6,910,069, and claims 2 and 6 of U.S. Patent No. 6,920,497. Epic agrees that it will not challenge
20 the validity or enforceability of any claims in the asserted patents other than the Asserted Claims
21 in any proceeding, including *inter partes* review proceedings.

22 As part of this stipulation, the parties have also agreed that the only Epic product accused
23 of infringement is *Fortnite* and hereby stipulate that any infringement or non-infringement claims
24 with respect to any other past or present Epic product (but not future Epic products) are dismissed
25 with prejudice. The parties agree that this stipulated dismissal will not be used to argue in this or
26 any future proceeding that other Epic products are non-infringing or non-infringing alternatives, or

27
28 ¹ For purposes of this stipulation, the “asserted patents” are U.S. Patent Nos. 6,701,344;
6,714,966; 6,829,634; 6,732,147; 6,910,069; 6,920,497; and 7,412,537.

1 that claims other than the Asserted Claims are valid, invalid, infringed or not infringed. And,
2 finally, as part of this stipulation, Epic and Acceleration Bay each covenant that this stipulation
3 binds Epic and Acceleration Bay as well as any successors-in-interest to Epic and/or Acceleration
4 Bay.

5 Dated: December 3, 2019

Respectfully submitted,

6 /s/ Michael A. Tomasulo

/s/ Paul J. Andrew

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Plaintiff Acceleration Bay LLC*

ATTESTATION

I hereby attest that I have obtained concurrence of the above noted signatories as indicated
by the conformed signature (/s/) within this e-filed document.

Dated: December 3, 2019

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