

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


OYSTER OPTICS, LLC,	§	
	§	
<i>Plaintiff,</i>	§	
	§	CIVIL ACTION NO. 2:16-CV-01302-JRG
v.	§	LEAD CASE
	§	
ALCATEL-LUCENT USA INC.,	§	CIVIL ACTION NO. 2:16-CV-01297-JRG
	§	MEMBER CASE
<i>Defendant.</i>	§	

**ORDER**

Before the Court is Defendant Alcatel-Lucent USA Inc.’s (“Defendant” or “ALU”) Unopposed Motion for Leave to Withdraw as Moot Two Motions: Dkt Nos. 868 and 875 (the “Motion”). (Dkt. No. 903). In the Motion, ALU represents that its Motion for a Finding of Exceptional Case and for Attorneys’ Fees (Dkt. No. 868) and Supplemental Contested Bill of Costs (Dkt. No. 875) are moot in light of a license agreement between ALU and Plaintiff Oyster Optics, LLC (“Plaintiff” or “Oyster”) (together with ALU, the “Parties”). (*Id.* at 1). ALU notes that its requested withdrawal has no effect on its continued pursuit of pending claims in *Nokia of America Corp., et al. v. Oyster Optics, LLC, et al.*, Case No. 2:18-CV-00391-JRG (E.D. Tex.). (*Id.*).

Having considered the Motion, and in light of its unopposed nature, the Court finds that it should be and hereby is **GRANTED**. Accordingly, ALU’s Motion for a Finding of Exceptional Case and for Attorneys’ Fees (Dkt. No. 868) and Supplemental Contested Bill of Costs (Dkt. No. 875) are hereby **WITHDRAWN**.

**So ORDERED and SIGNED this 22nd day of December, 2020.**

  
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 RODNEY GILSTRAP  
 UNITED STATES DISTRICT JUDGE

