

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

FUNCTION MEDIA, L.L.C.

vs.

GOOGLE, INC. and
YAHOO!, INC.

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§

CASE NO. 2:07-CV-279-CE

ORDER

Before the court are the plaintiff's motions in limine (Dkt. No. 188) and the defendant's motions in limine (Dkt. Nos. 193-194, 196-200, 202, 204-206). The court has reviewed the parties' respective motions in limine and makes the following rulings:

Plaintiff's Motions in Limine

1. GRANTED as agreed.
2. GRANTED as agreed.
3. GRANTED as agreed.
4. GRANTED as agreed.
5. GRANTED as agreed.
6. GRANTED as agreed.
7. GRANTED as agreed.
8. GRANTED as agreed.
9. GRANTED as agreed.
10. GRANTED as agreed.
11. GRANTED as agreed.

12. GRANTED as agreed.
13. GRANTED as agreed. Fact witnesses may testify about their knowledge of the prior art, however.
14. GRANTED as to jury consultants.
15. GRANTED as agreed.
16. WITHDRAWN.
17. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.
18. DENIED.
19. GRANTED as agreed.
20. GRANTED as agreed.
21. GRANTED as agreed.
22. GRANTED as agreed.
23. GRANTED as agreed.
24. GRANTED as agreed.
25. GRANTED as agreed.
26. GRANTED.
27. GRANTED.
28. GRANTED for post-suit negotiations. WITHDRAWN for pre-suit negotiations.
29. WITHDRAWN.
30. GRANTED.
31. DENIED.

32. GRANTED. The parties may not discuss Google's net worth or the impact of a judgment on the state of the economy. The parties may, however, discuss where Google is located and how many people it employs.
33. GRANTED. The parties may not mention the specific number of examiners who have determined the asserted claims are valid. But the plaintiff may state that issued patents are presumed valid.
34. DENIED.
35. GRANTED. The parties are, however, allowed to refer to Function Media's business and whether it offers any commercial products.
36. GRANTED.
37. GRANTED. But Google is allowed to ask what is new or unique about the invention, damages experts may discuss importance of specific claim elements in designing around, and Google may focus on certain elements as part of its noninfringement arguments.
38. DENIED.
39. DENIED.
40. GRANTED. But Google may discuss that the inventors have a financial interest in the outcome of the case.
41. GRANTED.
42. GRANTED.
43. GRANTED.
44. DENIED.
45. DENIED.

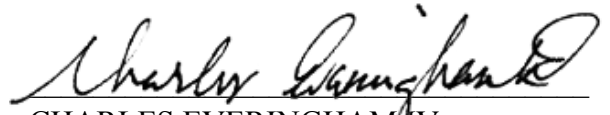
46. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.
47. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.
48. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.

Defendant's Motions in Limine

1. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.
2. GRANTED as agreed.
3. DENIED.
4. DENIED as moot.
5. GRANTED. The parties may not mention the specific number of examiners who have determined the asserted claims are valid. But the plaintiff may state that issued patents are presumed valid.
6. CARRIED. The motion is granted for purposes of voir dire. The court will issue a ruling before the start of evidence.
7. WITHDRAWN.
8. GRANTED as agreed.
9. GRANTED. The parties will be able to discuss how their experts' testing methodology is better than the other side's.

10. GRANTED.
11. GRANTED. But the parties are permitted to discuss the value of Google stock issued as payment in exchange for patent licenses.

SIGNED this 4th day of January, 2010.



CHARLES EVERINGHAM IV
UNITED STATES MAGISTRATE JUDGE