

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

|                                  |   |                                      |
|----------------------------------|---|--------------------------------------|
| BEDROCK COMPUTER TECHNOLOGIES    | § |                                      |
| LLC,                             | § |                                      |
| PLAINTIFF                        | § |                                      |
|                                  | § |                                      |
| VS.                              | § | CIVIL ACTION NO. 6:09-cv-269-LED-JDL |
|                                  | § |                                      |
| SOFTLAYER TECHNOLOGIES, INC.,    | § |                                      |
| CITWARE TECHNOLOGY SOLUTIONS,    | § | JURY TRIAL DEMANDED                  |
| LLC, GOOGLE, INC., YAHOO!, INC., | § |                                      |
| MYSPACE INC., AMAZON.COM INC.,   | § |                                      |
| PAYPAL INC., MATCH.COM, INC.,    | § |                                      |
| AOL LLC, and CME GROUP INC.,     | § |                                      |
| DEFENDANTS                       | § |                                      |

**ORDER**

Before the Court is Plaintiff, Bedrock Computer Technologies LLC (“Bedrock” or “Plaintiff”), and Defendants SoftLayer Technologies, Inc. (“SoftLayer”), Google Inc., Yahoo! Inc. (“Yahoo!”), MySpace, Inc. (“MySpace”), Amazon.com Inc. (“Amazon”), Match.com, Inc. and AOL Inc. (“AOL”) (collectively “Defendants”) Agreed Motions *in Limine*. The Court, having reviewed the Agreed Motion, and being well-advised, finds that the motion should be GRANTED. It is therefore

ORDERED that counsel and all witnesses called by or on behalf of either party are not to mention, discuss, or allude to any of the following issues, whether in voir dire, opening statement, examination of witnesses, offering of evidence, interposing or arguing objections, eliciting testimony, closing argument, or any other manner:

(1) Any evidence or testimony concerning company firings and/or lay offs as a result of this litigation and/or damages awards.

(2) Any evidence or testimony concerning the possible issuance of an injunction, award of treble damages, or an award of attorney's fees.

(3) Any evidence or testimony suggesting that Bedrock must establish that the Defendants copied in order to prove infringement, except that Defendants can point out that they were not notified of the '120 patent before the lawsuit, and Bedrock agrees not to suggest that Defendants have copied the '120 patent. This agreement does not apply to any trial on willfulness. In any trial on willfulness, the Parties will address the admissibility of this evidence with the Court.

(4) Any evidence or testimony of any kind mentioning the religion of any particular individuals, including making any general references to religion or religious figures or symbols. The Parties agree that religion is not relevant to any issues in the case.

(5) Except when needed to do so to explain a denial of service attack of any kind, Bedrock will not to refer to, mention or offer evidence of any kind regarding instances in which third parties have used or attempted to use the Defendants' websites for any kind of unlawful or immoral purposes.

(6) ) The Parties agree not to refer to, mention, elicit or argue any evidence or testimony concerning any discovery disputes, any of the Court's or Magistrate Judge's orders or recommendations on discovery disputes, or any allegations of misconduct, including with respect to any third parties so long as neither party references the character of Mikhail Lotvin. Nothing in this stipulation prevents the defendants from referencing Mr. Lotvin's employment relationship with HP or Bedrock's alleged covenant not to sue with HP. This agreement does not

extend to evidence or argument covered by Defendants' proposed motion in limine #13 or Plaintiff's proposed motion in limine D.

SO ORDERED.