



yet reached any agreements on the number of extra total hours, if any, that should be provided to Eolas for depositions. In recognition thereof, the parties have agreed that, notwithstanding the collective 350 hour deposition limitation, Eolas should be permitted to proceed with any depositions that Eolas and the defendants jointly agree to schedule. This includes all presently scheduled depositions and those that the parties jointly agree to schedule. The parties agree that the time incurred in these depositions shall nonetheless count against Eolas' deposition time limits whether those limits are increased by agreement or by Court order if there is no agreement. Should the parties not agree to jointly schedule a deposition, the parties recognize that Eolas may seek relief from the Court.

In light of this agreement, Eolas moves the Court for leave to take the depositions that Eolas and the defendants jointly agree to schedule, notwithstanding the collective 350 hour deposition limitation.

The parties have also met and conferred about the continued deposition of Michael Doyle. The Discovery Order provides that "Defendants collectively may depose each of the named inventors on the patents-in-suit . . . for up to fourteen (14) hours in their individual capacities. Pursuant to Rule 30(b)(6), Defendants collectively may depose Plaintiff for up to fifty (50) hours." Dkt. 247 at 4(B)(2). Eolas (the Plaintiff) has designated the first-named inventor of the patents-in-suit, Michael Doyle, as its 30(b)(6) witness with respect to topics 5–13 of the 30(b)(6) deposition notice served by Defendants. The parties disagree on the total number of hours permitted by the Discovery Order for the deposition of Michael Doyle in light of his designation as a 30(b)(6) witness, but notwithstanding this disagreement or anything to the contrary in the Discovery Order, the parties agree that Defendants may depose Michael Doyle in his individual capacity and/or with respect to 30(b)(6) topics 5–13 for up to 14 hours in Chicago

at the offices of one of Defendants' counsel on Thursday, August 11, and Friday, August 12, 2011, or at such other date and location as the parties may otherwise agree.

Dated: July 12, 2011.

**McKool Smith, P.C.**

/s/ Mike McKool

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**ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF CONFERENCE**

Counsel for Eolas has conferred with counsel for Defendants regarding the relief requested in this Motion. Counsel for Defendants indicate that they do not oppose the relief requested herein.

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service. Local Rule CV-5(a)(3)(A) on July 12, 2011.

/s/ Josh Budwin  
Josh Budwin