

Exhibit C

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9 Attorneys for Plaintiffs UNILOC
10 CORPORATION PTY LIMITED, UNILOC USA,
11 INC., and UNILOC (SINGAPORE) PRIVATE
12 LIMITED.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

15 UNILOC CORPORATION PTY
16 LIMITED, an Australian Proprietary
17 Limited Company, UNILOC USA,
18 INC., a Rhode Island Corporation, and
19 UNILOC (SINGAPORE) PRIVATE
20 LIMITED, a Singapore Corporation,

21 Plaintiffs,

22 vs.

23 XTREAMLOK, PTY, an Australian
24 Proprietary Limited Company; and
25 SYMANTEC CORPORATION, a
26 Delaware Corporation, and DOES 1
27 through 10, Inclusive,

28 Defendants.

Case No. **CV 08-03574 DOC (MLGx)**

**STIPULATION TO STAY CASE
PENDING ARBITRATION OF
PLAINTIFFS' BREACH OF
CONTRACT CAUSE OF ACTION**

[Proposed] Order Staying Case Pending
Arbitration lodged herewith]

Hearing Date: October 27, 2008
Time: 8:30 a.m.
Courtroom: 9D, Santa Ana
Judge: Hon. David O. Carter

1 WHEREAS on May 30, 2008, Plaintiffs (collectively referred to herein as
2 “Uniloc”) filed this instant action against Defendants XstreamLok, Pty.
3 (“XstreamLok”) and Symantec Corporation (“Symantec”) and asserted claims
4 against each Defendant for Breach of Contract, Patent Infringement, and Unfair
5 Competition;

6
7 WHEREAS on October 2, 2008, Defendants filed a motion to compel
8 arbitration of all of Uniloc’s claims pursuant to an arbitration clause set forth in a
9 License Agreement entered into between Uniloc and XstreamLok;

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11 WHEREAS Uniloc filed an opposition to the motion contending that its
12 Patent Infringement and Unfair Competition claims were not subject to the
13 arbitration clause of the License Agreement;

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15 WHEREAS the parties have agreed, pursuant to the terms of the License
16 Agreement, that this Court may determine the scope of the arbitration clause of the
17 License Agreement.

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19 WHEREAS the parties now wish to resolve Defendants’ motion to compel
20 arbitration;

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22 WHEREAS the parties have agreed to arbitrate Uniloc’s Breach of Contract
23 action pursuant to the terms of the License Agreement;

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25 WHEREAS the parties have agreed that, because resolution of Uniloc’s
26 Breach of Contract action may have a material impact on the other claims raised in
27 the Complaint, this matter should be stayed pending arbitration of Uniloc’s Breach
28 of Contract action, and that, once the arbitration of that claim is concluded, this

1 matter may be re-activated so that this Court may address any remaining claims for
2 Patent Infringement and Unfair Competition;

3
4 WHEREAS the parties agree that, once the arbitration is concluded, this
5 Court may determine what, if any, impact the decision in the arbitration has on the
6 other claims raised in the Complaint, and this Stipulation is without prejudice to
7 assertions by the parties as to the impact of the arbitration on the claims and issues
8 not decided by the arbitrator, which may be determined by the Court upon
9 completion of the arbitration, in accordance with applicable law; and

10
11 WHEREAS the parties agree that at the conclusion of the arbitration, this
12 court will retain jurisdiction to decide Uniloc's claims for Patent Infringement and
13 Unfair Competition to the extent that either party contends any claims or issues
14 remain in accordance with applicable law;

15
16 WHEREFORE IT IS HEREBY AGREED AND STIPULATED that:

17
18 (1) Uniloc's Claims against Defendants for Breach of Contract are subject to
19 the arbitration clause of the License Agreement, and shall be submitted to
20 arbitration in accordance with the Uniloc/XtreamLok License Agreement and
21 applicable law;

22
23 (2) This action shall be stayed pending the arbitration of Uniloc's Breach of
24 Contract claims against Defendants; and

25
26 (3) This Court shall retain jurisdiction over Uniloc's Patent Infringement and
27 Unfair Competition Claims, and shall re-activate the matter upon application of the
28

1 parties upon completion of the arbitration to allow the continuation of the action as
2 to any claims and issues which either party may contend remain to be resolved in
3 accordance with applicable law.
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5 **SO STIPULATED**
6

7 Connolly Bove Lodge & Hutz LLP
8

9 Dated: October 21, 2008

By: /s/ Scott R. Miller
Scott R. Miller
Attorneys for Plaintiffs
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13 Dated: October 21, 2008

Latham & Watkins, LLP

By: /s/ Mark A. Flagel (w/permission)
Mark A. Flagel
Attorneys for Defendants
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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

15 UNILOC CORPORATION PTY
16 LIMITED, an Australian Proprietary
17 Limited Company, UNILOC USA,
18 INC., a Rhode Island Corporation, and
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21 Plaintiffs,

22 vs.

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24 Proprietary Limited Company; and
25 SYMANTEC CORPORATION, a
26 Delaware Corporation, and DOES 1
27 through 10, Inclusive,

28 Defendants.

Case No. **CV 08-03574 DOC (MLGx)**

**[PROPOSED] ORDER STAYING
CASE PENDING ARBITRATION**

**[Stipulation to Stay Case Pending
Arbitration of Plaintiffs' Breach of
Contract Cause of Action filed
concurrently herewith]**

Hearing Date: October 27, 2008
Time: 8:30 a.m.
Courtroom: 9D, Santa Ana
Judge: Hon. David O. Carter

1 The Court, having considered Plaintiffs Uniloc Corporation Pty. Limited,
2 Uniloc USA, Inc., and Uniloc (Singapore) Private Limited, and Defendants
3 Xtreamlok, Pty. and Symantec Corporation's Stipulation to Stay the Case Pending
4 Arbitration of Plaintiffs' Breach of Contract Cause of Action, as well as the papers
5 on the issue previously submitted by the parties, and finding good cause,

6 IT IS ORDERED THAT:

7 (1) Uniloc's Claims against Defendants for Breach of Contract are subject
8 to the arbitration clause of the License Agreement, and shall be submitted to
9 arbitration in accordance with the Uniloc/XtreamLok License Agreement and
10 applicable law;

11 (2) This action shall be stayed pending the arbitration of Uniloc's Breach
12 of Contract claims against Defendants; and

13 (3) This Court shall retain jurisdiction over Uniloc's Patent Infringement
14 and Unfair Competition Claims, and shall re-activate the matter upon application of
15 the parties upon completion of the arbitration to allow the continuation of the action
16 as to any claims and issues which either party may contend remain to be resolved in
17 accordance with applicable law.

18 IT IS SO ORDERED.

19
20 Dated: _____

Honorable David O. Carter
U.S. District Court Judge

21
22 Submitted by:

23 Connolly Bove Lodge & Hutz LLP
24

25 By: /s/ Scott R. Miller

26 Scott R. Miller
27 Attorneys for Plaintiffs
28 UNILOC CORPORATION PTY LIMITED,
UNILOC USA, INC., and UNILOC (SINGAPORE)
PRIVATE LIMITED