

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

QUANTUM IMAGING LLC,

Plaintiff,

v.

SONY INTERACTIVE ENTERTAINMENT
INC.; SONY INTERACTIVE
ENTERTAINMENT LLC; AND BLUEPOINT
GAMES, INC.,

Defendants.

Civil Action No. 1:23-cv-01212-ADA-DTG

JURY TRIAL DEMANDED

JOINT STIPULATION OF PARTIAL DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff Quantum Imaging LLC and Defendants Sony Interactive Entertainment Inc., Sony Interactive Entertainment LLC, and Bluepoint Games, Inc. stipulate to dismissal with prejudice of all claims for direct or indirect infringement asserted with respect to U.S. Patent No. 10,255,724 (the “’724 Patent”).

The parties have also entered into a Covenant Not to Sue with respect to the ’724 Patent, attached as **Exhibit A**.

The parties respectfully request the Court enter the Proposed Order submitted concurrently with this stipulation.

Dated: April 10, 2024

/s/ Philip W. Woo

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Attorneys for Quantum Imaging, LLC

CERTIFICATE OF SERVICE

I certify that on April 10, 2024, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Erick S. Robinson

Erick S. Robinson

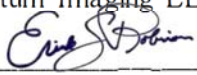
EXHIBIT A

Covenant Not to Sue on United States Patent No. 10,255,724

1. Quantum Imaging LLC is the owner of all right, title and interest in United States Patent No. 10,255,724 ('724 patent). Frances Barbaro (F/K/A Frances Barbaro Altieri) is the inventor on the '724 patent as well as the majority shareholder and president of Quantum Imaging LLC. Together they are referred to herein as "**Quantum.**"
2. Sony Interactive Entertainment LLC ("**SIE**") and Sony Interactive Entertainment Inc. ("**SIEI**") are wholly-owned subsidiaries of Sony Group Corporation ("**SONY**"). Bluepoint Games, Inc. ("**Bluepoint**") is a subsidiary of Sony Interactive Entertainment LLC. SONY is defined to include all direct and indirect subsidiaries identified in any one or more of SONY's Annual Reports Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal years ended March 31, 2016 – March 31, 2023. A direct or indirect subsidiary is only within the definition of SONY for the time it was controlled by SONY.
3. Affiliates are any entity in which SONY, SIE, SIEI, or Bluepoint own or control more than 50 percent of the voting interests in the entity, which gives them a right to control the acts of the entity.
4. The "**Lawsuit**" is *Quantum Imaging LLC v. Sony Group Corp. et al.*, 6:23-cv-01212-ADA-DTG (W.D.Tex., Austin).
5. The "**IPR**" is *Sony Interactive Entertainment LLC v. Quantum Imaging LLC*, IPR2023-00959, U.S. Patent No. 10,255,724 B2 (PTAB).
6. Quantum **HEREBY RELEASES AND IRREVOCABLY COVENANTS NOT TO SUE** Sony, SIE, SIEI, Bluepoint, their Affiliates, and any other person or entity who is a reseller, distributor, retailer, provider, licensee, advertiser, consultant, contractor, component manufacturer, component supplier, service provider, purchaser or user in regard to the PlayStation Network, any PlayStation console or accessory made or licensed by SONY, for use with any PlayStation console, any game for play on a PlayStation console, any hardware, software or service provided by or through the PlayStation Network or PlayStation Store, or any method provided for use of any of them, or any distribution, sale, sponsorship or promotion of any of them ("**SONY PRODUCTS AND ACTS**") – for direct or indirect infringement of the '724 patent, based on any such **SONY PRODUCTS AND ACTS**. This covenant does not apply directly or indirectly, in whole or in part, to any other patent, person, entity, things, acts, products, services or methods. This covenant not to sue only applies to the '724 patent.

7. Quantum, along with SIE, SIEI and Bluepoint, will file a joint stipulation and motion to dismiss with prejudice all claims in the Lawsuit for direct or indirect infringement of the '724 patent.
8. SIE, SIEI, Bluepoint, and Sony will not attempt to use this covenant not to sue or dismissal of the '724 patent from the Lawsuit for any purpose in the litigation, including royalty rates or other damages arguments, including without limitation at trial.
9. Upon filing of the motion to dismiss, SIE will file a joint motion with Quantum to terminate the IPR.
10. Each party will bear its own costs and expenses incurred in litigation of the '724 patent in the Lawsuit and the IPR.

Quantum Imaging LLC

By: 

Name: Erick S. Robinson

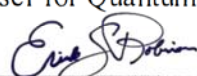
Title: Lawsuit Lead Counsel

In behalf of Quantum Imaging LLC

Date: February 26, 2024

Spencer Fane LLP

Counsel for Quantum Imaging LLC

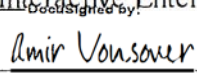


Name: Erick S. Robinson

Title: Partner, Spencer Fane LLP

Date: February 26, 2024

Sony Interactive Entertainment LLC

By: 

Name: Amir Vonsover

Title: VP, Global Litigation, Employment, and Compliance

Date: 02-22-2024

Duane Morris LLP

Counsel for Sony Interactive Entertainment
LLC, Sony Interactive Entertainment Inc.,
Bluepoint Games, Inc.

By: 

Name: Philip Woo

Title: Partner, Duane Morris LLP

Date: 02-22-2024

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JURY TRIAL DEMANDED

ORDER GRANTING PARTIAL DISMISSAL WITH PREJUDICE

The Court, having reviewed the parties' Joint Stipulation of Partial Dismissal with Prejudice and the Covenant Not to Sue, hereby dismisses with prejudice all claims for direct or indirect infringement asserted with respect to U.S. Patent No. 10,255,724.

SIGNED this ____ day of April, 2024

DEREK T. GILLILAND
UNITED STATES MAGISTRATE JUDGE