

April 30, 2025

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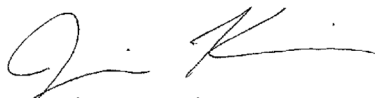
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Re: *Sterling Computers Corp. v. Meta Platforms, Inc.*, Case No. 1:24-cv-00551-DII (W.D. Tex.); and *Meta Platforms, Inc. v. Sterling Computes Corp.*, IPR2025-00430

Counsel:

In connection with IPR2025-00430, Petitioner Meta Platforms, Inc. (“Petitioner”) hereby stipulates and agrees that, if the PTAB institutes an inter partes review (“IPR”) in IPR2025-00430, Petitioner will be bound by the full scope of the estoppel under 35 U.S.C. § 315(e)(2) in *Sterling Computs. Corp. v. Meta Platforms, Inc. f/k/a Facebook, Inc.*, 1-24-cv-00551 (W.D. Tex.) (currently stayed) as of the date of the PTAB’s institution decision on the merits (i.e., Petitioner will forgo invalidity in district court based on “any ground that the petitioner raised or reasonably could have raised during that inter partes review”). *See also Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12, 18-19 (PTAB Dec. 1, 2020) (precedential as to § II.A). Accordingly, this stipulation ensures that IPR2025-00430 would be a “true alternative” to the district court proceeding (Sotera, Paper 12, 18-19) because Petitioner agrees not to pursue any grounds after institution in the district court that are within the scope of the statutory estoppel (i.e., any grounds that the statute would preclude Petitioner from pursuing after Final Written Decision).

Very truly yours,



Jessica C. Kaiser