

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

PACID TECHNOLOGIES, LLC,

Plaintiff,

v.

USAA FEDERAL SAVINGS BANK,

Defendant.

CIVIL ACTION NO. 1:24-cv-321-DAE

JURY TRIAL DEMANDED

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff PACid Technologies, LLC (“PACid”) and Defendant USAA Federal Savings Bank (“USAA FSB”) (collectively, “Parties”) stipulate that:

1. PACid dismisses with prejudice all claims in this action¹ brought, that could have been brought, or that PACid at any time could have moved to add, against USAA FSB, its subsidiaries, parents, predecessors, successors, affiliates, agents, attorneys, insurers, servants, distributors, service providers, retailers, suppliers, employees, officers, directors, users, members, and customers, but expressly excluding all other accused infringers, including Citibank N.A., based on any claim that USAA FSB infringes the patents asserted in this action, including U.S. Patent Nos. 9,577,993; 9,876,771; 10,044,689; 10,171,433; 10,484,344; 11,070,530 (collectively, the “Asserted Patents”) and any patents that are in the same family as the Asserted Patents (the “Asserted Patent Family”), including but not limited to any provisional, priority application,

¹ This action is limited to Case No. 1:24-cv-321-DAE filed against USAA FSB and expressly excludes any other action, including Case No. 1:24-cv-272-DAE filed against Citibank, N.A.

divisional, continuation, continuation-in-part, substitution, international application, or similar application claiming priority to any of the foregoing, any registration, reissue, re-examination, renewal, confirmation, extension, or supplementary protection certificates and the like of any of the foregoing; and any foreign or international equivalent of any of the foregoing.

2. All defenses and counterclaims brought in this action by USAA FSB are dismissed without prejudice.

3. PACid releases USAA FSB, its respective subsidiaries, parents, affiliates, officers, directors, managers, employees, agents, representatives, customers, members, distributors, clients, attorneys, but expressly excluding all other accused infringers, including Citibank N.A., from any and all claims, causes of action, and claims for relief of any kind, known or unknown, suspected or unsuspected, including those that may hereafter arise as a result of the discovery of new and/or additional facts, of any type existing as of the date of this stipulation for infringement of the Asserted Patents arising out of or relating to their activities that constitute the making, having made, using, selling, offering to sell, importing, exporting or otherwise disposing of products and services of USAA FSB or its subsidiaries, parents, or affiliates (including, without limitation, United Services Automobile Association, a Texas reciprocal inter-insurance exchange).²

4. USAA FSB releases PACid, its respective affiliates, officers, directors, managers, employees, agents, representatives, customers, members, distributors, clients, attorneys, from any

² The Parties intend that the claims released under this stipulation, both by PACid and USAA FSB, be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

and all claims, causes of action, and claims for relief of any kind, known or unknown, suspected or unsuspected, including those that may hereafter arise as a result of the discovery of new and/or additional facts, arising out of or based upon the Asserted Patents, this litigation, and/or the claims asserted therein.

5. Within one business day of the filing of this Stipulation, the Parties will jointly e-mail the PTAB to request permission to file motions to terminate IPR2025-00697; IPR2025-00751; IPR2025-00752; IPR2025-00753; IPR2025-00754; and IPR2025-00755 (the “IPRs”). After receiving permission to file such motions to terminate, USAA FSB and PACid will immediately thereafter jointly file a motion to terminate the IPR proceedings and take all other reasonable measures necessary to effectuate the termination of the IPRs.

6. PACid hereby covenants not to sue USAA FSB, its respective subsidiaries, parents, affiliates, officers, directors, managers, employees, agents, representatives, customers, members, distributors, clients, attorneys, for any claim or relief for infringement of the Asserted Patents arising out of or relating to their activities that constitute the making, having made, using, selling, offering to sell, importing, exporting or otherwise disposing of products and services of USAA FSB or its subsidiaries, parents, or affiliates (including, without limitation, United Services Automobile Association, a Texas reciprocal inter-insurance exchange).

7. Neither party admits fault or liability as to any portion of the dispute. The Parties further stipulate that this stipulation was entered into to avoid the time, expense, and uncertainty associated with this action and the IPRs. Each Party shall bear its own costs, expenses and attorneys’ fees in this action and the IPRs.

8. This document represents the Parties’ entire agreement concerning the Asserted Patents and Asserted Patent Family.

Based on the foregoing stipulations, the Parties jointly move for an order dismissing this action with prejudice, with each Party to bear its own costs, expenses, and attorneys' fees.

Dated: September 15, 2025

Respectfully submitted,

/s/ Christopher V. Goodpastor

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***Attorneys for Defendant
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CERTIFICATE OF SERVICE

The undersigned certifies that on September 15, 2025, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document through the Court's CM/ECF system under Local Rule CV-5(a).

/s/ Christopher V. Goodpastor
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