

Lori Brown

From: Strapp, Michael G. <Michael.Strapp@us.dlapiper.com>
Sent: Friday, October 31, 2025 1:10 PM
To: Brian Boerman; Ishmael, Safraz; Bronson, Ardith; Desai, Ankur; Middleton, Matthew; Dahl, Mary
Cc: KMizra-CloudCitrix_Lit; Gerald Greenberg; Alessandra Siblesz; Souza, Mary Ann; Ruppert, Valerie; Gretkowski, Derek; Padmanabhan, Nandan
Subject: RE: K.Mizra v. Citrix - Joint Scheduling Report and Proposed Scheduling Order

CAUTION: EXTERNAL EMAIL

Hi Brian,

We write regarding certain issues you raised during the meet and confer earlier this week and in your email below.

First, it is Citrix's position that a Markman hearing should be included in the case schedule.

As for trial time, we will agree to five days for trial if K.Mizra will agree that the case should be put on the complex track and that the schedule will include one year from the date the scheduling order is entered through the completion of discovery.

As for the protective order issue you reference in your email, please let us know K.Mizra's position on a narrower carve-out for AEO information that could be shared with two Citrix in-house counsel and with Mr. Hausman. Specifically, please let us know your thoughts regarding an AEO carve-out that would apply only to these individuals and only cover AEO-designated patent licenses produced by the parties, not any other AEO-designated materials.

We confirm an agreement to accept service by emails. We'll get you an email distribution address soon to use for service on Citrix counsel.

I'm also writing regarding your discussion about certain Citrix affirmative defenses. Although Citrix disagrees with K.Mizra's position regarding purported deficiencies with respect to Citrix affirmative defenses, Citrix will amend the affirmative defenses referenced during the meet and confer. Please let us know if K.Mizra will agree to extend the deadline for Citrix to amend its affirmative defenses until next Friday, November 7.

Regards,

Michael

Michael Strapp

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From: Brian Boerman <bboerman@sheridanross.com>

Sent: Tuesday, October 28, 2025 1:01 PM

To: Ishmael, Safraz <Safraz.Ishmael@us.dlapiper.com>; Bronson, Ardith <Ardith.Bronson@us.dlapiper.com>; Strapp, Michael G. <Michael.Strapp@us.dlapiper.com>; Desai, Ankur <Ankur.Desai@us.dlapiper.com>; Middleton, Matthew <Matthew.Middleton@us.dlapiper.com>; Dahl, Mary <Mary.Dahl@us.dlapiper.com>

Cc: KMizra-CloudCitrix_Lit <KMizra-CloudCitrix_Lit@sheridanross.com>; Gerald Greenberg <gggreenberg@gsgpa.com>; Alessandra Siblesz <asiblesz@gsgpa.com>

Subject: K.Mizra v. Citrix - Joint Scheduling Report and Proposed Scheduling Order

 EXTERNAL MESSAGE

Safraz:

Thanks for speaking with us yesterday. I am attaching drafts of the joint scheduling report and proposed scheduling order for your consideration. Please note that these drafts are preliminary and, like you, we will need to confer with our client before we can finalize these documents. Based on our conversation, I understand that you are not likely to agree with some of these provisions. However, I thought it would be easier to send you our proposals and let you make your edits rather than trying to describe what I think your positions are. Perhaps we can have another call after you circulate your proposed edits and we have a better sense of what the issues may be.

As I mentioned during our call, we don't think there is any need for a Markman hearing. This patent has been through claim construction three times now and, in our opinion, all relevant terms have now properly been construed. Nevertheless, you suggested that Citrix has a different view, and I understand that you would like to include a Markman hearing in the schedule. Are there particular terms that Citrix believes require construction? (You don't have to tell me what they are, I'm just wondering if you have specific terms in mind that you believe need construction). If not, then perhaps the better course is to not include a Markman hearing in our initial schedule. Rather, we could reserve on that issue and ask for claim construction if construction issues arise during the case. If you would like, we could probably say something like: "The parties do not believe claim construction is currently necessary as all claim terms should be given their plain and ordinary meaning. However, the parties reserve the right to seek construction of one or more relevant terms should a dispute arise."

On the issue of trial time, we continue to think that 5 days should be enough. You suggested that you may need additional trial time because you intend to rely on product prior art, which Citrix suggests may require significant time to present. Is there particular prior art you have in mind? (Again, I'm not asking you to tell me what it is, I'm just wondering if you were referring to a particular prior art product or if you're just suggesting there might be relevant product art Citrix might locate and want to present to a jury.) If so, how likely is it that you will rely on that prior art at trial? It doesn't seem like we or the court

should be making trial/scheduling decisions based on the mere possibility that Citrix may use some product prior art that might be identified.

We will also work on putting together protective and ESI orders in the coming days. You had suggested that your client would like two in-house attorneys to be able to see all AEO documents produced in the case (except for AEO documents produced via third-party discovery). To evaluate that issue, we first need to know the identity of the two attorneys and second need to understand if Citrix would likewise agree to allow our client representative, Chuck Hausman, who is also an attorney, to similarly have access to all non-third party AEO information. Please advise.

Finally, we reached an informal agreement for service by email during our call. Given that the agreement to accept email service has to be in writing, I am confirming that K.Mizra will accept service by email as long as and starting when the Defendants also agree to accept service by email in writing. Please copy kmizra-cloudcitrix_lit@sheridanross.com on any service emails. Please confirm that Defendants also agree to accept service by email.

Regards,

Brian Boerman

Shareholder

SHERIDAN ROSS PC / attorneys at innovation

patent / trademark / copyright

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