

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

MUSIC CHOICE,

Plaintiff,

v.

STINGRAY DIGITAL GROUP INC.,

Defendant.

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Case No. 2:16-cv-00586-JRG-RSP
LEAD CASE

ORDER

Before the Court are the Joint Agreed Motions *in Limine* of Plaintiff Music Choice and Defendants Stingray Digital Inc. and Stingray Music USA, Inc.

After consideration, the Court **APPROVES** of the Agreed Motions *in Limine*. Pursuant to the parties’ agreements, the Court **ORDERS** that all parties, their counsel, representatives, and all witnesses tendered by them (whether live or by deposition) will not mention, refer to, pose questions regarding, or attempt to convey to the jury in any manner, either directly or indirectly, including during voir dire, any of the matters set forth below without first obtaining a favorable ruling from this Court outside the presence and hearing of the prospective jurors or the jury ultimately selected in this case. Both sides will also warn and caution each witness to follow the same instructions.

1. Evidence, argument, or testimony regarding Music Choice Europe.
2. Evidence, argument, or testimony regarding the effect of this patent litigation on the price that consumers might pay for cable/music channel services.
3. Evidence, argument, or testimony regarding experts’ prior affiliations with, or retention by, the law firms involved in this case, or relating to prior court rulings or jury verdicts involving experts’ opinions.

4. All references to the fact that any patent, claim, defense, theory, or accused product or functionality has been dropped from the case, or has been invalidated in this or any other proceeding.
5. Evidence, argument, or testimony regarding the Court's claim construction order, including the parties' proposed constructions, the Court's rationale, or anything inconsistent with the Court's construction. This motion in limine does not preclude the parties from referring to the Court's claim constructions as ordered.
6. Evidence, argument, or testimony regarding claim construction based on improper comparisons between the accused products and Music Choice's products.
7. Evidence, argument, or testimony regarding unaccused versions of the Stingray Mediaroom Application or their functionality.
8. Evidence, argument, or testimony regarding Stingray's allegations of inequitable conduct.
9. Pejorative statements or statements likely to cause undue prejudice regarding Stingray being a foreign / Canadian company or regarding Music Choice's geographical location
10. References to pretrial rulings by the Court.
11. References to the possibility of an award of attorneys' fees.
12. References to the number of lawyers representing either party, the size of the firm, or the amount of resources spent by either party in defending the action.
13. Evidence, argument, or testimony introduced by Music Choice regarding Stingray's prior litigations.
14. Evidence, argument, or testimony introduced by Music Choice regarding Stingray's company-wide financials and sales projections (including for non-accused products).

SIGNED this 30th day of October, 2019.



ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE