

# EXHIBIT 20

**Subject:** Potential solution to Music Choice's Damages Report admitted by Judge with multi-million dollar exposure.

**Date:** Monday, November 11, 2019 at 11:01:27 AM Eastern Standard Time

**From:** Dr. Edwin A. Hernandez

**To:** Lloyd Feldman

**CC:** board@stingray.com, Alcides Hernandez

**BCC:** rosenm@gtlaw.com

**Priority:** High

**Category:** Emails

**Attachments:** image001.png, Offering to stingray non-infringing patents.pdf, dkt 280.pdf, 10123074 patent .pdf, Notice of Allowance - Cloud to Cable 2019.pdf

Dear Lloyd & Board of Directors of Stingray,

As you know, I have been tracking your case against MC and recent rulings have been adverse to Stingray, specially the denied motion to a Daubert challenge made to Dr. Ugone's multimillion dollar damages report. The judge stated that OSE1 is not a viable non-infringing alternative and Ugone's analysis is reliable. The bad news is that Dr. Ugnone's report will be presented to a jury on trial starting on Dec 9<sup>th</sup>. As you may recall, my patents create a visual complement feature to the music stream that is broadcasted to a Cable TV system in MPEG format and others, plus the same system can generate VOD streams that can be used for SVOD. The patent portfolio that I own contains 39 approved claims (see attachments "10123074 patent.pdf" and "Notice of allowance – Cloud to Cable 2019.pdf") covering precisely the visual complement feature, SVOD, plus a software & hardware implementation that has been tested in several cable TV systems.

Marketing Brochure: <https://www.slideshare.net/edwinhm/cloud-to-cable-tv-licensing-opportunitiesd-to-cable-tv-licensing-opportunitiestv-intellectual-property-licensing/edwinhm/cloud-to-cable-tv-licensing-opportunitiesd-to-cable-tv-licensing-opportunitiestv-intellectual-property-licensing>

I am not an attorney but I have been a technical expert witness for several patent & IP lawsuits and recently worked as a damages expert for another case in the E.D. of Texas . Besides that, my company, Mobility Workx, is scheduled to go to trial on patent infringement grounds against Verizon on Dec 2<sup>nd</sup> , in the E.D. of Texas in front of Judge Mazzant, as you can anticipate my own case is set to trial after fighting with experienced attorneys from Alston & Bird. Moreover, I have been assisting other tech companies in other patent cases & IP matters. I am also the inventor of now 12 issued patents including two, in the patent portfolio that I submitted for Stingray's review in July (attached "Offering to stingray....pdf").

A license to my portfolio offering would eliminate the validity of the **Panduit test that the court states as “Reliable”** which is discussed in Dkt # 280 (attached) and this is the reason why your exposure is now a **multi-million dollar liability** . It appears that Liberty and AT&T alone triggered \$15.7M of exposure plus \$7.4M loss profits with others (Pg. 9). On Pg. 7 of Dkt #280 the judge states that:

“The Court concludes that Dr. Ugone’s analysis of lost profits under the *Panduit* test is sufficiently

reliable with respect to Liberty “

In summary, Dkt# 280 shows that Dr. Ugone’s opinions were accepted by the court, and the arguments that were made by Greenberg regarding “OSE1” as a non-infringement alternative (Pg. 3) were not, and as a consequence a multimillion dollar exposure in the hands of a jury is a major gamble for Stingray based on loss profits (At least \$23.09M).

However and in my opinion, Dr. Ugone’s arguments on loss profits, require **all factors** of the Panduit test to be **valid**, the court believes that all the factors are **true**. Nonetheless, a license to my patents & technology would eliminate **Panduit’s 2<sup>nd</sup> factor and the overall Panduit test will fail** (See Dkt# 280 on Pg. 6 and 7). I strongly believe that the admitted damages report may no longer be useful at trial, if Stingray presents **my** patented technology to be an alternative non-infringing solution with a visual complement feature (Dkt #280 at Pg. 7) as **it cites Music Choices’ patents as prior-art.**

I believe then by a deal with me, Stingray could defuse Dr. Ugone’s arguments with ease. **As a consequence, a huge reduction from a loss profits amount in a damages report to a reasonable royalty which is assumed to be much less.**

In the event you take a license to my patents and technology, you can demonstrate to the court that there was an alternative non-infringing solution that existed around 2015 that you paid X for a license to the patents, maybe Y for license to the software w/ source code, and Z for integration to your platform and your burden of proof will be met. I strongly advise you to reach out to your lawyers and review my proposal. **Besides of current benefits to this litigation, you will have a patented technology with a recently issued patent that can only catapult your business and no more distracting litigation.**

In case you don’t pursue this route, you are gambling on trial events, invalidity arguments, a jury to judge on your favor, and likely litigate an appeal later, even if you win. Worst case scenario, which is now plausible, is that Stingray will have to post an **appeal bond** for (\$23M to \$70M or higher) with a collateral of multi-million dollars if the judgement includes punitive damages, such bond may impact your aggressive acquisition strategy and growth, and I would not rule out an injunction relief which will put in danger your revenues from the US Market. Once again, consult with your attorneys about these potential issues.

If you believe that if there is an interest on a licensing agreement to my patents, software & technology please reach me directly to the numbers below or come visit Boca Raton, FL for a face to face meeting. I am also open to acquiring the portfolio, I am flexible.

Obviously, in the hypothetical situation that MC approaches me with a large offer that includes a patent acquisition or something interesting for me, this option will not be available, and that would simply reinforce MC’s positions against you.

Best Regards,

**Dr. Edwin A. Hernandez**

Owner & Founder | Expert Witness | Consultant | Patents | Innovation

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