

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CASE NO.: 3:11-cv-719-J-37-TEM

<p>PARKERVISION, INC.,</p> <p>Plaintiff,</p> <p>v.</p> <p>QUALCOMM INCORPORATED,</p> <p>Defendant.</p>
<p>QUALCOMM INCORPORATED,</p> <p>Counterclaim Plaintiff,</p> <p>v.</p> <p>PARKERVISION, INC., AND STERNE, KESSLER, GOLDSTEIN & FOX PLLC</p> <p>Counterclaim Defendants.</p>

NOTICE OF COMPLIANCE

Pursuant to the Court's January 19, 2012 Order (Doc. No. 74), Defendant Qualcomm Incorporated provides notice to the Court that the parties, in accordance with the Court's suggestion at the hearing on Qualcomm's Motion for Preliminary Injunction (Doc. No. 38) that the parties seek to resolve the issues raised in the Motion (See Doc. No. 67), have agreed to a protective order to address their respective concerns and request the Court's entry of the Stipulated Protective Order, attached hereto.

January 27, 2012

BEDELL, DITTMAR, DEVAULT, PILLANS & COXE
Professional Association

By: s/ John A. DeVault, III

John A. DeVault, III
Florida Bar No. 103979
jad@bedellfirm.com
Courtney K. Grimm
cgrimm@bedellfirm.com
Florida Bar No. 953740
The Bedell Building
101 East Adams Street
Jacksonville, Florida 32202
Telephone: (904) 353-0211
Facsimile: (904) 353-9307

-and-

CRAVATH, SWAINE & MOORE LLP

Keith R. Hummel (admitted pro hac vice) (Trial Counsel)
khummel@cravath.com
David Greenwald (admitted pro hac vice)
dgreenwald@cravath.com
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Telephone: (212) 474-1000
Facsimile: (212) 474-3700

-and-

CADWALADER, WICKERSHAM & TAFT LLP

Christopher A. Hughes (admitted pro hac vice)
Christopher.Hughes@cwt.com
1 World Financial Center
New York, New York 10281
Telephone: (212) 504-6000
Facsimile: (212) 504-6666

Counsel for Defendant, Counterclaim Plaintiff Qualcomm Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of January, 2012, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record.

s/ John A. DeVault, III

John A. DeVault, III

Florida Bar No. 103979

jad@bedellfirm.com

Courtney K. Grimm

cgrimm@bedellfirm.com

Florida Bar No. 953740

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PARKERVISION, INC.,

Plaintiff,

v.

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PARKERVISION, INC., AND
STERNE, KESSLER, GOLDSTEIN & FOX PLLC

Counterclaim Defendants.

STIPULATED PROTECTIVE ORDER

THIS MATTER having come before the Court on Qualcomm Incorporated's ("Qualcomm") Motion for Preliminary Injunction [DE 38] (the "Motion"), and the Court having reviewed the parties' submissions and having heard oral argument on December 14, 2011, having deferred ruling on the Motion to allow the parties to negotiate a mutually acceptable protective order to address their respective concerns, and having been advised of the parties' agreement to this Stipulated Protective Order, the Court hereby enters the Stipulated Protective Order set forth herein.

BACKGROUND

1. Sterne, Kessler, Goldstein and Fox PLLC (“SKGF”) was first retained by Qualcomm in 1995 to provide an opinion related to a U.S. Patent. SKGF has never served as Qualcomm’s general counsel. Rather, between 1995 and 2008, SKGF was engaged by Qualcomm on a case by case basis. SKGF concluded its representation of Qualcomm in 2008. In 2010, SKGF was engaged by Qualcomm to provide patent opinions on six different matters.

2. SKGF was first retained by ParkerVision in 1998. Since then, SKGF has represented ParkerVision in a variety of intellectual property matters.

3. ParkerVision filed this lawsuit on July 20, 2011 (the “Lawsuit”), accusing Qualcomm of infringing seven of ParkerVision’s patents, each of which was prosecuted before the U.S. Patent and Trademark Office (the “PTO”) by SKGF.

4. On September 16, 2011, Qualcomm filed an Answer and Counterclaim (the “Counterclaim”), naming both ParkerVision and SKGF as Counterclaim Defendants. Qualcomm’s Counterclaim against ParkerVision seeks, *inter alia*, a declaration that the ParkerVision patents at issue are unenforceable because ParkerVision and certain SKGF attorneys allegedly engaged in inequitable conduct during the prosecution of the applications for the seven patents-in-suit. Qualcomm’s Counterclaim further alleges that SKGF breached fiduciary and contractual duties owed to Qualcomm, by allegedly representing ParkerVision adversely to Qualcomm in the litigation of this Lawsuit or its preparation while Qualcomm was SKGF’s client.

5. Subsequent to the filing of the Counterclaim, on October 14, 2011, SKGF withdrew from its representation of Qualcomm.

6. On November 10, 2011, Qualcomm filed its Motion for a preliminary injunction enjoining SKGF from representing ParkerVision in this Lawsuit.

7. In its opposition to the Motion and at oral argument on the Motion, counsel for SKGF represented to the Court that:

a. SKGF is not currently representing ParkerVision in connection with this Lawsuit and will not represent ParkerVision in connection with this Lawsuit ;
and

b. SKGF has not disclosed and will not disclose any of Qualcomm's confidential information to ParkerVision or in any filings with the Court without first giving Qualcomm notice and obtaining an appropriate protective order from this Court.

8. SKGF has further advised the Court that it needs to be able to, and intends to, communicate with ParkerVision and its counsel regarding their respective defensive positions and regarding SKGF's prior representation of ParkerVision with respect to the prosecution and continuation of the patents-in-suit.

ORDER

The Court has not made any findings relating to the sufficiency of the allegations in the Motion for Preliminary Injunction or the sufficiency of the evidence presented.

Nevertheless, in recognition of Qualcomm's concern that SKGF not represent ParkerVision in connection with this Lawsuit and SKGF's concern that it be free to defend itself in this Lawsuit by engaging in joint defense conduct including communicating with ParkerVision and its counsel regarding their respective defensive positions and regarding SKGF's prior representation of ParkerVision with respect to the prosecution and continuation of the patents-in-suit;

IT IS HEREBY ORDERED that SKGF (including its agents and attorneys) will not represent Parker Vision in this Lawsuit and will not advise Parker Vision (including its agents and attorneys) about whether Qualcomm's products allegedly infringe ParkerVision Patents;

ORDERED that SKGF (including its agents and attorneys) may communicate with ParkerVision and its counsel regarding their respective defensive positions and regarding SKGF's prior representation of ParkerVision in connection with the prosecution and continuation of the patents-in-suit;

ORDERED that this Stipulated Protective Order and its content shall not be offered or admissible into evidence in any matter other than a motion to enforce the provisions of this Stipulated Protective Order;

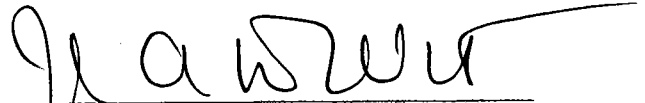
ORDERED that, pursuant to Fed. R. Civ. P. 26(c), the following shall govern the handling of any of Qualcomm's confidential information that SKGF learned through its prior representation of Qualcomm:

a. If SKGF determines that any of Qualcomm's confidential or privileged information it learned during its representation of Qualcomm ("Confidential Information") is relevant to SKGF's defense of Qualcomm's Counterclaim against it, SKGF shall provide Qualcomm with advance notice identifying the particular Confidential Information it intends to disclose.

b. If Qualcomm objects to the disclosure of such particularly identified Confidential Information with 10 days of receiving notice of SKGF's intent to disclose or produce it, SKGF shall not disclose the Confidential Information without a further order from this Court.

c. If Qualcomm does not object to the disclosure of such particularly identified Confidential Information with 10 days of receiving notice of SKGF's intent to disclose or produce it, SKGF may use that information in this Lawsuit, in accordance with the terms of any other protective order entered in this Lawsuit.

Stipulated and Agreed to by:



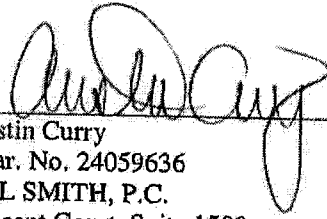
John A. DeVault, III
Florida Bar No. 103979
BEDELL, DITTMAR, DeVAULT, PILLANS &
COXE, P.A.
The Bedell Building
101 East Adams Street
Jacksonville, Florida 32202
Telephone: (904) 353-0211
Facsimile: (904) 353-9307

*Attorney for Defendant/Counterclaim
Plaintiff Qualcomm Incorporated*



David M. Wells
Florida Bar No. 309291
GUNSTER, YOAKLEY & STEWART, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202
Telephone: (904) 354-1980
Facsimile: (904) 354-2170
Email: dwells@gunster.com

*Attorney for Counterclaim Defendant Sterne,
Kessler, Goldstein & Fox, PLLC*



John Austin Curry
Texas Bar. No. 24059636
McKOOL SMITH, P.C.
300 Crescent Court, Suite 1500
Dallas, Texas 75201
Telephone: (214) 978-4000
Facsimile: (214) 978-4044
Email: acurry@mckoolsmith.com

*Attorney for Plaintiff/Counterclaim
Defendant ParkerVision, Inc.*

DONE AND ORDERED in Chambers in Jacksonville, Florida, this ____ day of
_____, 2012.

ROY B. DALTON, JR.
UNITED STATES DISTRICT JUDGE