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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

MAXLITE, INC.,
Plaintiff,
v.
ATG ELECTRONICS, INC.,
Defendant.

Case No. 5:20-cv-02648-JWH-SPx

**CONSENT INJUNCTION AND
FINAL JUDGMENT**

ATG ELECTRONICS, INC.,
Counter Claimant,
v.
MAXLITE, INC.,
Counter Defendant.

1 WHEREAS, on December 23, 2020, MaxLite, Inc. (“MaxLite”) instituted the
2 instant litigation bearing the above-referenced docket number (the “Litigation”)
3 alleging that ATG Electronics, Inc. (“ATG”), ATG Electronics Limited, and Tianjin
4 CEHL Tech. Co., Ltd., had infringed and were continuing to infringe U.S. Patent
5 No. 10,612,757 (“the ’757 Patent”) and U.S. Patent No. 10,473,309 (“the ’309
6 Patent,” and together with the ’757 Patent, the “Asserted Patents”) by making, using,
7 offering for sale, selling, and/or importing the ATG Aero® Area Light (the “Aero”)
8 in the United States;

9 WHEREAS, on April 15, 2021, MaxLite dismissed Defendants ATG
10 Electronics Limited and Tianjin CEHL Tech Co., Ltd. from the Litigation without
11 prejudice [ECF No. 23];

12 WHEREAS, on April 19, 2021, ATG filed an Answer to the Complaint with
13 counterclaims for declaratory judgment of non-infringement and invalidity [ECF
14 No. 24];

15 WHEREAS MaxLite and ATG (the “Parties”) have set forth the terms of their
16 settlement of this Litigation in a confidential Settlement Agreement and have further
17 agreed to abide by the terms of this Consent Injunction; and

18 WHEREAS the Parties do not acknowledge or admit liability on the part of
19 either Party for any claim, counterclaim, or defense asserted in this Litigation, and
20 the Parties do not acknowledge or admit the determination or finding of any fact,
21 whatsoever; and

22 WHEREAS the Parties agree that this Consent Injunction shall not be deemed
23 to be an interpretation or construction of any claim or term of the Asserted Patents
24 and further agree that this Consent Injunction is an agreement between the Parties as
25 a matter of compromise in lieu of litigating patent issues;

26 MaxLite and ATG hereby agree as follows:

27 1. For purposes of this Consent Injunction, the term “Aero” includes all
28 models, versions, iterations, or variations, of ATG’s LED lighting product (under any

1 catalog number, product number, part number, or other designation) ever offered for
2 sale and/or sold under the trade name Aero.

3 2. During the time that one or both of the Asserted Patents is in effect,
4 ATG, its parent companies, its affiliated companies, its related companies, and/or
5 anyone acting at the direction of or in concert with ATG (the “ATG enjoined
6 parties”) are permanently enjoined from making, using, offering to sell, or selling the
7 Aero within the United States, importing the Aero into the United States, or actively
8 inducing another to make, use, offer for sale, or sell the Aero within the United
9 States or import the Aero into the United States.

10 3. This Court shall retain jurisdiction over this Litigation for the purpose of
11 enforcing this Consent Injunction and the terms of the Parties’ Settlement
12 Agreement.

13
14 Agreed to this 3rd day of December 2021:

15
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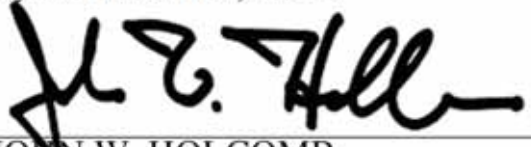
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Counterclaimant, ATG
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IT IS SO ORDERED this 7th day of December, 2021.



JOHN W. HOLCOMB
UNITED STATES DISTRICT JUDGE