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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MEGGITT (ORANGE COUNTY),
INC. and MEGGITT (MARYLAND),
INC.,

Plaintiffs,

v.

NIE YONGZHONG and XIAMEN
NIELL ELECTRONICS CO. LTD.,

Defendants.

Case No. SACV 13-0239 DOC (DFMx)

**CONSENT JUDGMENT,
PERMANENT INJUNCTION AND
DISMISSAL [723]**

Hon. David O. Carter

**ORDER ENTERING FINAL JUDGMENT, CONSENT JUDGMENT AND
PERMANENT INJUNCTION, AND DISMISSING ACTION IN ITS
ENTIRETY**

Pursuant to and based upon the Settlement Agreement entered into by the parties, and the “Stipulation for Consent Judgment, Permanent Injunction and Dismissal” filed by Plaintiffs Meggitt (Orange County), Inc. and Meggitt (Maryland), Inc. (collectively “Plaintiffs” or “Meggitt”) and Defendants Nie Yongzhong and Xiamen Niell Electronics Co. Ltd. (collectively “Defendants”), it is hereby ORDERED, ADJUDICATED, and DECREED that:

Consent Judgment,
Permanent Injunction and Dismissal

1 1. This Court has continuing jurisdiction over the parties and the subject
2 matter hereof to enforce the terms and provisions of this Consent Judgment,
3 Permanent Injunction and of the Settlement Agreement.

4 2. Defendants, and each of them, and each of their related directors,
5 entities, officers, employees, subsidiaries, and affiliates, are hereby permanently
6 enjoined and restrained, from directly or indirectly, and whether acting alone or in
7 concert with others, from:

8 a. Retaining possession of any of Plaintiffs' proprietary
9 information, technology and/or property (including documents in
10 physical or electronic format, and a hard drive) that contains
11 Plaintiffs' proprietary information or technology, all of which shall be
12 returned to Plaintiffs or their counsel within thirty (30) days after
13 entry of this Order.

14 b. Marketing outside of the current geographic boundaries of the
15 People's Republic of China ("PRC") any of the following products, or
16 any product, regardless of model number, that is no more than
17 colorably different than one of these products: CAYD051,
18 CAYZ146V-1-500, CAYZ156V-1-2000, CAYD053-10, CAYD053-
19 50, CAYD051V, CAYD063V, CAYD149V-500, CAYD149V-500C,
20 CAYD051V-100B, and CAYD172-25 ("Restricted Products"), or any
21 Product that is determined to be a "Restricted Product" under Section
22 2.c.

23 c. Marketing outside of the current geographic boundaries of the
24 PRC any of the following products, or any product that is no more
25 than colorably different than one of these products: CAYZ123V-2-
26 2000, CAYD172-10 and CAYD172-50 ("Disputed Products"), unless
27 and until Meggitt has completed inspection of these products. A Niell-
28 Tech product will be considered to be a Restricted Product if that

1 product is found: i) to include or incorporate any Meggitt Proprietary
2 Information and Technology; ii) to have been designed or
3 manufactured using any Meggitt Proprietary Information and
4 Technology; or iii) to be not more than colorably different from a
5 Restricted Product.

6 d. Marketing a Restricted Product under a different model number;

7 e. Including in any advertising or marketing literature, or on any
8 website, any reference to a Meggitt company, equipment, products or
9 photographs of the same, including but not limited to any reference
10 that former employees of Meggitt or any Meggitt affiliate, Endevco or
11 Wilcoxon work with, at or for one of the Defendants; and will not
12 represent to any party that Defendants or either of them now has or
13 shall have at any time in the future a business relationship with Meggitt
14 or any of its affiliates;

15 f. Advertising for sale any product that is not currently in
16 manufacture and available for purchase, or publishing performance
17 specifications for any product that is not currently in manufacture and
18 available for sale, and accurately reflects the correct performance
19 specifications for that product;

20 g. Developing a new product using or incorporating Meggitt
21 Proprietary Information and Technology.

22 3. The term “Marketing” means displaying, promoting, demonstrating,
23 selling, offering to sell, importing or exporting. For example, a sale by Defendants
24 or either of them of a product within the PRC for use, either as a stand-alone
25 product or in combination with another product, outside the PRC shall be deemed
26 Marketing. For the avoidance of doubt, “Marketing,” “Marketed,” or “Market”
27 does not include the operation of a website that describes, promotes, or otherwise
28 advertises Niell-Tech’s business and products, or otherwise indicates that Niell-

1 Tech's Restricted Products or Disputed Products are available for purchase and use
2 within the PRC, provided Niell-Tech includes the information specified in the
3 Settlement Agreement. The definition of Meggitt Proprietary Information and
4 Technology is as set forth in the Settlement Agreement, and is incorporated by
5 reference herein.

6 4. The restrictions on sale of Restricted Products set forth above in
7 Section 2.b, 2.c and 2.d expire on the 8th anniversary of the date this Order is
8 entered (that is, the date of entry plus eight (8) years).

9 5. The parties have stipulated to the entry of this Consent Judgment. In
10 doing so, the parties have further stipulated that Defendants do not admit liability or
11 wrongdoing in any way, and Defendants state that they are agreeing to its entry to
12 avoid the expense of trial.

13 **IT IS SO ORDERED.**

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16 Dated: July 31, 2015



Hon. David O. Carter
United States District Judge

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1 Presented by:
2 Robert W. Dickerson (State Bar No. 89,367)
rdickerson@manatt.com

3 Lawrence R. LaPorte (State Bar No. 130,003)
llaporte@manatt.com

4 MANATT, PHELPS & PHILLIPS, LLP
5 11355 West Olympic Boulevard
6 Los Angeles, CA 90064
7 Telephone: (310) 312-4000
8 Facsimile: (310) 312-4224

9 Attorneys for Plaintiffs
10 MEGGITT (ORANGE COUNTY), INC.
11 and MEGGITT (MARYLAND), INC.

12 Daniel Johnson, Jr. (State Bar No. 57,409)
djohnson@morganlewis.com

13 Michael J. Lyons (State Bar No. 202,284)
mlyons@morganlewis.com

14 MORGAN, LEWIS & BOCKIUS LLP
15 3000 El Camino Real, Suite 700
16 Palo Alto, CA 94306-2122
17 Telephone: (650) 843-4000
18 Facsimile: (650) 843-4001

19 Attorneys for Defendants
20 NIE YONGZHONG and XIAMEN NIELL
21 ELECTRONICS CO. LTD.
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