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9 Attorneys for Plaintiff  
 10 ENNOVA DIRECT, INC.

11 IN THE UNITED STATES DISTRICT COURT  
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 13 SAN FRANCISCO DIVISION

15 ENNOVA DIRECT, INC.,	)	Case No. 3:10-cv-01518-JCS
	)	
16 Plaintiff,	)	
	)	
17 v.	)	<b>ORDER OF DISMISSAL WITH</b>
	)	<b>PREJUDICE OF DEFENDANT</b>
18 A-DATA TECHNOLOGY (U.S.A.) CO.,LTD.,	)	<b>PHILIPS ELECTRONICS NORTH</b>
19 KINGSTON TECHNOLOGY	)	<b>AMERICA</b>
20 CORPORATION, PHILIPS ELECTRONICS	)	<b>CORPORATION</b>
21 NORTH AMERICA CORPORATION,	)	
22 PNY TECHNOLOGIES, INC., SONY	)	
23 ELECTRONICS, INC., THOMSON INC.,	)	
24 TRANSCEND INFORMATION INC., and	)	
25 VERBATIM AMERICAS LLC,	)	
	)	
26 Defendants.	)	
	)	

1 Pursuant to Fed. R. Civ. P. 41, and as a result of an agreement reached between plaintiff Ennova  
2 Direct, Inc. (“Ennova”) and defendant Philips Electronics North American Corporation (“Philips”), IT  
3 IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

4 1. This Court has personal jurisdiction over Ennova and Philips, and over the subject matter  
5 of this action.

6 2. Each claim made by Ennova against Philips, and each counterclaim made by Philips  
7 against Ennova, in this action is hereby dismissed with prejudice on the basis of the settlement reached,  
8 pursuant to Fed. R. Civ. P. 41.

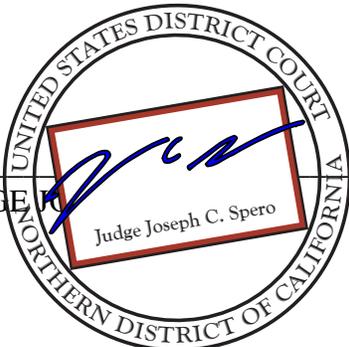
9 3. Philips has the right to assert any claims, counterclaims, or defenses, including but not  
10 limited to patent invalidity and unenforceability, if Ennova asserts U.S. Patent No. 6,979,210 or any  
11 claims thereof against Philips based on any of its products in the future.

12 4. Each party shall bear its own costs and attorneys’ fees.

13 5. Ennova’s claims against the other defendants in this action shall remain pending.

14 6. The Court shall retain jurisdiction over this matter to ensure that the terms and conditions  
15 of the parties’ settlement agreement are honored and enforced.  
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20 Dated: 6/24/10

21 JUDGE    
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