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11
 12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **SAN FRANCISCO DIVISION**

15 **SECUGEN CORPORATION**
 16 **Plaintiff,**
 17 **v.**
 18 **SUPREMA, INC., et al.**
 19 **Defendants.**

Case No. 11-CV-3450 SI
STIPULATION AND ~~PROPOSED~~
ORDER TEMPORARILY STAYING
CASE

1 Plaintiff SecuGen Corporation (“SecuGen”) and Defendant Suprema, Inc.
2 (“Suprema”) hereby stipulate as follows:

3 In this case, there are currently two pending lawsuits between SecuGen and
4 Suprema:

5 In this case, on July 30, 2008, Plaintiff SecuGen filed this action for patent
6 infringement against Defendant Suprema (“the SecuGen Patent Infringement
7 Action”).

8 In this case, on October 30, 2008, SecuGen filed a First Amended Complaint
9 adding as defendants the Accel Technologies, Inc., the ABSA, Inc. and Apirary,
10 Inc. on the basis that they market or sell Suprema® products in the United States
11 “D.I. Case No. 08-10001.”

12 In this case, Suprema® responded to the First Amended Complaint on
13 December 3, 2008 (“D.I. Case No. 08-10001”) and the Case Management Conference has been
14 scheduled for January 10, 2009 (“D.I. Case No. 08-10001”).

15 In this case, on June 3, 2008, prior to the filing of the present action, Suprema
16 filed a Declaratory Judgment action in the District Court against SecuGen, seeking, *inter alia*,
17 a declaration as valid and enforceable a “Dispute Resolution Clause” in a User
18 Agreement between Suprema and SecuGen dated May 5, 2006, “Case No. 08-00001”
19 (08-00001) (“the Suprema Contract Action”). SecuGen denied that the “Dispute
20 Resolution Clause” is valid and enforceable, and also counterclaimed for breach of
21 contract and fraud,

22 In this case, in the Suprema Contract Action, Suprema alleged that under the
23 Dispute Resolution Clause SecuGen is precluded from initiating any adverse proceeding
24 against Suprema, including any action for infringement of any of SecuGen’s IP rights,
25 during the term of the User Agreement, which is set to expire on May 5, 2009 and

26 In this case, SecuGen and Suprema agree that the User Agreement does not
27 bar SecuGen’s pursuit of a patent infringement action against Suprema for products

ATTESTATION PER GENERAL ORDER 45

I, Craig C. Daniel, am the ECF User whose ID and password are being used to file this Stipulation. In compliance with General Order 45, X.B., I hereby attest that the counsel listed above have concurred with this filing.

Dated: December 1, 2011

 /s/
Craig C. Daniel

Attorneys for SecuGen Corporation