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12 *Attorneys for Defendants-Counterclaimants Acronis, Inc.,*
Acronis International GmbH and OOO Acronis

13
 14 **IN THE UNITED STATES DISTRICT COURT**
 15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

<p>16 Symantec Corporation,</p> <p>17 <i>Plaintiff,</i></p> <p>18 vs.</p> <p>19 Acronis, Inc, Acronis International GmbH, and</p> <p>20 OOO Acronis</p> <p>21 <i>Defendants.</i></p>	<p>Case No. 11-cv-5310 EMC</p> <p><u>STIPULATION OF DISMISSAL</u></p> <p><u>WITH PREJUDICE</u></p>
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23 Pursuant to Fed.R.Civ.P. 41(a)(2), Plaintiff Symantec Corporation (“Symantec”) hereby
 24 dismisses its complaint and all causes of action as against Defendant Acronis, Inc, Acronis
 25 International GmbH, and OOO Acronis (“Acronis”), with prejudice subject to the following
 26 conditions:
 27
 28

1 Acronis shall comply with the terms of the confidential Settlement Agreement dated
2 March 27, 2014.

3 Acronis hereby dismisses its counter-claims and all causes of action as against Symantec
4 with prejudice, subject to the following conditions:

5 Symantec shall comply with the terms of the confidential Settlement Agreement dated
6 March 27, 2014.

7
8 This Court shall retain jurisdiction over the confidential Settlement Agreement for the
9 purposes of enforcing the terms of the confidential Settlement Agreement including entering the
10 Consent Judgment (as set forth in Section 4.2 of the confidential Settlement Agreement and
11 attached as Exhibit A to this stipulation) should Acronis breach the confidential Settlement
12 Agreement by not making the agreed upon payments to Symantec as set forth in Section 4.1 and
13 4.2 of the confidential Settlement Agreement.

14 The parties shall bear their own costs and attorneys' fees.

15 DATED: April 15, 2014

QUINN EMANUEL URQUHART & SULLIVAN

16 By: /s/ Jennifer Kash

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27 Attorneys for Plaintiff-Counterclaim Defendant
Symantec Corporation

28

1 DATED: April 15, 2014

FISH & RICHARDSON P.C.

2

By: Olga I. May

3

John W. Thornburgh

4

Olga I. May

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Acronis, Inc., Acronis Int'l GmbH, and OOO Acronis

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SIGNATURE ATTESTATION

Pursuant to General Order No. 45(X)(B), I hereby certify that concurrence in the filing of this document has been obtained from each of the other signatories shown above.

/s/ Kate E Cassidy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

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<p>Symantec Corporation,</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">vs.</p> <p>Acronis, Inc, Acronis International GmbH, and OOO Acronis</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Case No. 11-cv-5310 EMC</p>
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~~PROPOSED~~ ORDER REGARDING STIPULATION OF DISMISSAL WITH PREJUDICE

Before this Court is the Stipulation regarding dismissal of Symantec Corporation (“Symantec”)’s complaint and Acronis, Inc, Acronis International GmbH, and Acronis International GmbH (“Acronis”)’s counterclaims with prejudice. After having considered the same, the Court is of the opinion that such relief be GRANTED.

IT IS THEREFORE ORDERED THAT:

1. This Court shall retain jurisdiction over the confidential Settlement Agreement for the purposes of enforcing the terms of the Settlement Agreement including entering the Consent Judgment (as set forth in Section 4.2 of the confidential Settlement Agreement and attached as Exhibit A to this Order) should Acronis breach the confidential Settlement Agreement by not making the agreed upon payments to Symantec as set forth in Section 4.1 and 4.2 of the confidential Settlement Agreement.

2. Within five days after the Court receives notification from Symantec that Acronis has breached the confidential Settlement Agreement by not making the agreed upon payments to Symantec as set forth in Sections 4.1 and 4.2 of the Agreement, this Court shall enter the Consent Judgment regarding that breach which is attached as Exhibit A.

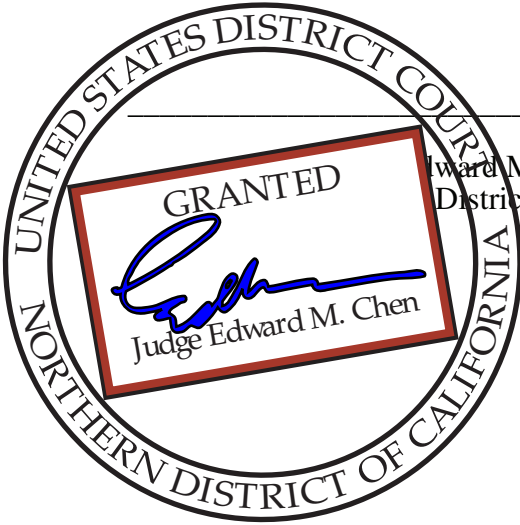
3. Subject to these conditions, all claims by Symantec Corporation (“Symantec”) against Acronis in the patent-infringement litigation of the above captioned case are dismissed WITH PREJUDICE and all claims by Acronis against Symantec are dismissed WITH PREJUDICE.

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4. Acronis and Symantec will each bear its own costs, expenses and legal fees.

IT IS SO ORDERED.

DATED: 4/21/14 _____



Edward M. Chen
District Judge

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EXHIBIT A-1 [Redacted Version]

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*Attorneys for Defendants-Counterclaimants Acronis, Inc.,
Acronis International GmbH and OOO Acronis*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SYMANTEC CORPORATION,

Plaintiff-Counterclaim
Defendant,

vs.

ACRONIS INC., ACRONIS
INTERNATIONAL GMBH, AND OOO
ACRONIS

Defendants-Counterclaimants.

Case No. 3:11-cv-05310-EMC
**REDACTED STIPULATED FINAL
JUDGMENT AND CONSENT ORDER**

The Parties (Symantec Corporation (“Symantec”) and Acronis, Inc., Acronis International GmbH, and OOO Acronis (collectively, “Acronis”)), by and through their respective counsel, agree to the entry of this Stipulated Final Judgment and Consent Order (“Consent Judgment”).

1 This Court has jurisdiction to enter this Consent Judgment because it expressly retained
2 jurisdiction over the Parties March 27, 2014 confidential Settlement Agreement (“Settlement
3 Agreement”) pursuant to this Court’s March ____, 2014 order in the above captioned case.

4 Symantec and Acronis acknowledge that they have knowingly and voluntarily entered into
5 this Consent Judgment and the Settlement Agreement after reviewing the same with their counsel
6 or having had ample opportunity to consult with counsel. Symantec and Acronis understand the
7 undertakings, obligations and terms of this Consent Judgment and the Settlement Agreement.
8

9 Acronis has agreed to the jurisdiction of this Court to enforce this Consent Judgment and
10 to waive any right to appeal, seek judicial review, or to otherwise challenge or contest the validity
11 of this Consent Judgment.

12 The Parties having requested the entry of this Consent Judgment, it is therefore
13 **ORDERED, ADJUDGED, and DECREED** as follows:

14
15 15. This Court has subject matter jurisdiction over the action and personal jurisdiction
16 over the parties, venue is proper in this district, and the Court has jurisdiction to enter a judgment
17 pursuant to the terms of this Consent Judgment as final resolution of this action.

18 16. On March 27, 2014 Symantec and Acronis entered into a confidential Settlement
19 Agreement (“Agreement”) in settlement for three civil actions:

- 20 d. United States District Court for the Northern District of California captioned
- 21 *Symantec Corp. v. Acronis Inc. et al*, Case No. 3:11-cv-5310 EMC (“Acronis I”),
- 22 e. United States District Court for the Northern District of California captioned
- 23 *Symantec Corp. v. Acronis Inc. et al*, Case No. 3:12-cv-5331 JST (“Acronis II”),
- 24 f. United States District Court for the District of Delaware captioned *Acronis Int’l*
- 25 *GmbH et al v. Symantec Corporation* Civil Action No. 12-372 (SLR) (“Acronis
- 26 Delaware”)
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1 17. That Agreement required Acronis to make certain payments within a specified
2 period of time. If Acronis did not satisfy its payment obligations, the parties agreed that this
3 Consent Judgment would be entered.

4 18. On _____ Symantec notified Acronis of its failure to make a payment under
5 Section ____.

6 19. Acronis did not cure the non-payment within 30 days of that notice which made all
7 remaining payments immediately due and payable (“Accelerated Payment”).
8

9 20. As of _____, Acronis has not made the Accelerated Payment under Section 4.2 of
10 the Agreement.

11 21. Pursuant to Section 4.2 of the Agreement, the parties have stipulated to and jointly
12 file this Consent Judgment.

13 22. Pursuant to Section 4.2 of the Agreement, Acronis has stipulated to damages of
14 \$[redacted] for Acronis’s breach of the Agreement. Symantec is therefore **AWARDED**
15 \$[redacted].
16

17 23. Symantec is further **AWARDED** \$[redacted] for attorneys’ fees and costs which
18 Acronis has agreed to pay to cover Symantec’s fees and costs to enforce this Consent Judgment.

19 24. Symantec is further **AWARDED** interest on \$[redacted] for any time period
20 between the entry of this Consent Judgment and the date upon which Symantec receives payment
21 from Acronis as ordered herein.
22

23 25. All relief not granted in this Consent Judgment is **DENIED**.

24 26. All pending motions not previously resolved are **DENIED**.

25 27. This Court will retain jurisdiction over the parties, as necessary, to enforce the
26 terms of this Consent Judgment.
27
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1 28. The parties hereby stipulate and agree, without further notice to any of them, to
2 entry of this Consent Judgment, which shall constitute a final judgment against Acronis.

3
4 DATED: _____ QUINN EMANUEL URQUHART & SULLIVAN

5 By: /s/ Jennifer Kash
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8 Eric E. Wall (Bar No. 248692)
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24 Attorneys for Plaintiff-Counterclaim Defendant
25 Symantec Corporation

16 DATED: _____ FISH & RICHARDSON P.C.

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18 John W. Thornburgh
19 Olga I. May
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25 Attorneys for Defendants-Counterclaimants
26 Acronis, Inc., Acronis Int'l GmbH, and OOO Acronis

27 **SIGNATURE ATTESTATION**

28 Pursuant to General Order No. 45(X)(B), I hereby certify that concurrence in the filing of
this document has been obtained from each of the other signatories shown above.

/s/

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[PROPOSED] ORDER

IT IS SO ORDERED.

DATED: _____

Honorable Edward M. Chen
United States District Judge