

1 (collectively, “Defendants”), by and through their respective undersigned attorneys, hereby
2 stipulate that:

3 1. The above-captioned action should be dismissed with prejudice.

4 2. Except as set forth in the Settlement Agreement, Plaintiff and Defendants shall
5 bear their own attorney’s fees, expenses and costs.
6

7 3. The court shall retain jurisdiction to enforce the terms of the Settlement
8 Agreement.

9 4. Defendants hereby acknowledge and agree that U.S. Design Patent No. D466,851,
10 U.S. Design Patent No. D522,946, U.S. Design Patent No. D532,733, U.S. Design Patent No.
11 D542,211, U.S. Design Patent No. D569,776, U.S. Design Patent No. D570,760, U.S. Design
12 Patent No. D582,330, U.S. Design Patent No. D638,766, U.S. Design Patent No. D656,078, U.S.
13 Design Patent No. D610,516, U.S. Design Patent No. D618,150, U.S. Design Patent No.
14 D610,064, U.S. Design Patent No. D537,767, and U.S. Design Patent No. D516,990
15 (collectively, the “Asserted Design Patents”) are each valid and enforceable, as related to this
16 action and the accused infringing products.
17

18 5. Defendants hereby acknowledge Daimler’s rights in and to the trademarks alleged
19 in the Complaint, including its rights in U.S. Registration No. 657,386, U.S. Registration No.
20 3,259,691, U.S. Registration No. 41,127, U.S. Registration No. 285,557, U.S. Registration No.
21 3,614,891, U.S. Registration No. 4,423,458, U.S. Registration No. 1,660,727, U.S. Registration
22 No. 3,305,055, U.S. Registration No. 1,807,353, and U.S. Registration No. 2,599,862
23 (collectively, the “Asserted Marks”), and that the Asserted Marks are each valid and enforceable,
24 as related to this action and the accused infringing products. Defendants agree that they will not
25 contest, or assist in the contest of, the validity or enforceability of the Asserted Patents and the
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1 Asserted Marks, in any forum, including Federal Courts, United States Patent and Trademark
2 Office, and/or the International Trade Commission, except in any future action asserting
3 infringement related to any products other than the accused infringing products.

4 6. Defendants agree not to purchase, import, sell, distribute, or market automotive
5 wheels infringing the Asserted Patents or the Asserted Marks.

6 7. Defendants agree not to use any of Daimler's Asserted Marks in the U.S. or other
7 countries for automotive wheels or any goods and services related to automotive wheels.

8 Dated: March 30, 2017

9 THE MARBURY LAW GROUP, PLLC

ONE LLP

10 By: /s/ Shauna M. Wertheim
11 Shauna M. Wertheim

By: /s/ Stephen Michael Lobbin
Stephen Michael Lobbin

12 Attorneys for Plaintiff
13 DAIMLER AG

Attorneys for Defendants
A SPEC WHEELS & TIRES, LLC and
JUN HUANG

14 **Filer's Attestation:** Pursuant to Civil L.R. 5-1(i)(3), I attest under penalty of
15 perjury that concurrence in the filing of the document has been obtained from its signatory.

16 Dated: March 30, 2017

Respectfully submitted,

17 /s/ Shauna M. Wertheim
18 Shauna M. Wertheim

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 Date: March 31, 2017

21 
22 _____
23 William H. Orrick
24 U.S. District Court Judge