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 ASIA VITAL COMPONENTS CO., LTD.

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 SAN FRANCISCO DIVISION

21 ASIA VITAL COMPONENTS CO., LTD.,
 22 Plaintiff and
 Counterdefendant,
 23
 v.
 24 ASETEK DANMARK A/S
 25 Defendant and
 26 Counterclaimant.

CASE NO. 3:16-cv-07160-JST
**JOINT STIPULATION AND
 [PROPOSED] ORDER FOR ENTRY OF
 FINAL CONSENT JUDGMENT**

Complaint Filed: September 30, 2014
 Judge: Hon. Jon S. Tigar

1 Plaintiff and Counterdefendant Asia Vital Components Co., Ltd. (“AVC”) and Defendant
2 and Counterclaimant Asetek Danmark A/S (“Asetek”) have agreed on a confidential binding term
3 sheet (the “Agreement”) to fully resolve this case, and as a condition of the Agreement Asetek and
4 AVC (the “Parties”) jointly stipulate to the following:

5 1. The Proposed Final Consent Judgment in the form attached hereto as Exhibit A be
6 entered by the Court;

7 2. Without admitting to liability but to resolve this action and to preserve resources, AVC
8 agrees to pay Asetek the amount specified in the Agreement;

9 3. Asetek will not sue AVC and/or AVC’s Customers (defined in the Agreement), officers,
10 directors, agents, servants, representatives, attorneys, employees, subsidiaries and Affiliates for
11 infringement of United States Patent Nos. 8,240,362 and 8,245,764 based on the Accused Products
12 in this action (defined in the Agreement and Proposed Final Consent Judgment) shipped to AVC’s
13 Customers before the Effective Date of the Agreement;

14 4. AVC may not and will not assert invalidity (by claim, counterclaim, or otherwise) or in
15 any way challenge or contest the validity or patentability of any claim of any Asetek AIO Patent
16 (defined in the Agreement) in any proceeding in any court or tribunal in any country, or in the
17 United States Patent Office (including the Patent Trial and Appeal Board) or in any patent office or
18 patent tribunal in any country, and AVC will terminate, withdraw, and/or dismiss any and all
19 existing challenges to any and all Asetek AIO Patents or claims anywhere in the world within fifteen
20 (15) days after the Effective Date;

21 5. AVC will not accuse Asetek’s existing or future AIO Devices (defined in the Agreement)
22 of infringing any patents or utility models issued anywhere in the world that are owned by or
23 assigned to AVC, nor will AVC file any lawsuits or claims alleging such infringement. AVC will
24 terminate, withdraw and/or dismiss any infringement allegations, lawsuits, or claims against Asetek
25 AIO Devices (if any), within fifteen (15) days of the Effective Date of the Agreement;

26 6. The Parties shall each bear their own attorneys’ fees, costs, and expenses;

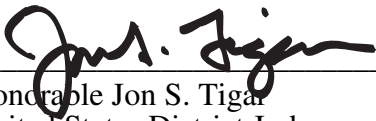
27 7. The Court retains jurisdiction over the Parties and to enforce the terms of the Agreement
28 and the stipulated Final Consent Judgment; and

1 **PROPOSED ORDER**

2 The Court, having considered the Stipulation of Plaintiff and Counterdefendant Asia Vital
3 Components Co., Ltd. (“AVC”) and Defendant and Counterclaimant Asetek Danmark A/S
4 (“Asetek”) (together the “Parties”) for entry of Final Consent Judgment, and FOR GOOD CAUSE
5 SHOWN, HEREBY ORDERS THAT THE PARTIES’ STIPULATION IS GRANTED AND AS
6 FOLLOWS:

- 7 1. This Court has jurisdiction over the Parties and the subject matter of this action;
- 8 2. In accordance with the Stipulation, the Clerk of the Court is hereby directed to enter the
9 Final Consent Judgment (Exhibit A to the Stipulation) after it is signed by the Court;
- 10 3. The Final Consent Judgment is binding upon the Parties, their agents, and others acting in
11 concert with them or legally identified with them;
- 12 4. This Court retains jurisdiction to enforce this Order, the stipulated Final Consent
13 Judgment, and the Agreement between the Parties.

14
15 Dated: April 17, 2019



Honorable Jon S. Tigar
United States District Judge
Northern District of California