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11 IN THE UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA

14 SYNOPSYS, INC.,
 15 Plaintiff,
 16 v.
 17 DOLPHIN TECHNOLOGY, INC., and DOES
 18 1-10, inclusive,
 19 Defendants.

Case No. 3:21-cv-06207-EMC

~~PROPOSED~~ ORDER RE
 SETTLEMENT AND DISMISSAL OF
 CASE WITH PREJUDICE

1 WHEREAS Plaintiff Synopsys, Inc. (“Plaintiff”) and Defendant Dolphin Technology,
2 Inc., (“Defendant”) are parties to a civil action entitled *Synopsys, Inc. v. Dolphin Technology,*
3 *Inc., et al.*, in the United States District Court for the Northern District of California, Case No.
4 3:21-cv-06207-EMC (the “Litigation”);


5 WHEREAS Plaintiff has alleged that the Defendant violated the Digital Millennium
6 Copyright Act (“DMCA”), and Copyright Act and Defendant denies these allegations; and

7 NOW THEREFORE, in consideration of the foregoing and in consideration of the
8 payments, promises and mutual undertakings set forth herein and in the Parties’ Confidential
9 Settlement Agreement (“Agreement”) executed by Plaintiff and Defendant and incorporated
10 herein by this reference, the sufficiency of which is hereby acknowledged, the Court orders as
11 follows.

- 12 1. Defendant, including Dolphin Technology Vietnam, and its representatives, officers,
13 agents, directors, affiliates, servants, employees, contractors, and consultants and all
14 persons acting in concert or participation with it agree they have ceased accessing
15 any Synopsys applications or any electronic files associated with the use of or access
16 to any Synopsys applications, including but not limited to counterfeit license key
17 files, without a valid license issued from Synopsys. Defendant, including Dolphin
18 Technology Vietnam, and its representatives, officers, agents, directors, affiliates,
19 servants, employees, consultants and all persons acting in concert or participation
20 with it including employees and independent contractors, agree that they are
21 permanently enjoined from directly or indirectly accessing, using, transferring, or
22 copying, in any way, any Synopsys software without authorization from Synopsys
23 and they may use or access Synopsys applications only with a valid license issued by
24 Synopsys and only in the quantity specified by those licenses.
- 25 2. This Court shall retain jurisdiction of this matter to enforce the terms of the
26 Agreement without the necessity of any party’s filing a separate lawsuit to do so. In
27 any contest over an alleged violation of this Agreement, the prevailing party shall
28 recover its reasonable attorneys’ fees and costs.
3. All claims filed herein are hereby dismissed with prejudice. Each party shall bear its
own fees and costs, except as specified in the Parties’ Confidential Settlement
Agreement.

IT IS SO ORDERED.

Dated: August 15, 2022


HONORABLE EDWARD M. CHEN
United States District Judge