

**RECEIVED**

UNITED STATES DISTRICT COURT

MAR 07 2013

NORTHERN DISTRICT OF CALIFORNIA

Richard W. Wieking  
Clerk, U.S. District Court  
Northern District of California  
San Jose

Accton Technology Corporation, a Taiwan  
Corporation and Accton Technology  
Corporation USA,

Case No: **CV 13-1036**

Plaintiff,

HRL

~~[PROPOSED]~~ STIPULATED JUDGMENT

v.

Tazzle, Inc., a Delaware Corporation

Defendant.

**STIPULATED, ORDERED, ADJUDGED AND DECREED THAT:**

Plaintiffs Accton Technology Corporation and Accton Technology Corporation USA (collectively "Accton"), commenced this action by filing the Complaint herein against defendant Tazzle, Inc. ("Tazzle"). The parties have agreed to settlement of this action without adjudication of any issue of fact or law, and without Tazzle admitting to any contested issues of fact or to liability for any of the violations alleged in the Complaint.

THEREFORE, on the joint motion of Accton and Tazzle, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

**FINDINGS**

1. The Court has jurisdiction over the subject matter and the parties pursuant to diversity jurisdiction and the parties agreement herein.
2. Venue is this matter is proper in Northern District of California.
3. The Complaint states a claim upon which relief may be granted against Tazzle.
4. Tazzle has entered into this Stipulated Judgment and Order ("Order") freely and without coercion. Tazzle further acknowledges that it has read the provisions of this Order and prepared to abide by them.
5. Accton and Tazzle hereby waive all rights to appeal or otherwise challenge or

~~[PROPOSED]~~ STIPULATED JUDGMENT

BY FAX

1 contest the validity of this Order.

2 6. Accton entered into a Master Agreement On Supply ("Master Agreement") with  
3 ABK Japan ("ABK"), a Japanese company. Accton supplied ABK under the Master Agreement  
4 and ABK became indebted to Accton in the amount of \$330,000.00. ABK subsequently filed for  
5 bankruptcy protection.

6 7. On January 1, 2010, Tazzle, as part of acquiring the assets of ABK, agreed to  
7 assume ABK's debt of \$330,000.00 to Accton.

8 8. ABK owed \$170,636 for excess materials which Accton has not been able to  
9 return or otherwise use purchased to meet ABK forecast.

10 8. ABK owes \$73,008 for completed product manufactured to meet ABK forecast  
11 and not shipped.

12 8. Tazzle admits ownership of the ABK debt of \$573,644 USD to Accton, but to  
13 date has not satisfied the outstanding debt.

14 **ORDER**

15 IT IS ORDERED, ADJUDGED AND DECREED, that Tazzle shall pay Accton  
16 \$573,644 USD.

17 A. In the event of default on the payment required under this Order, Accton shall be  
18 authorized to pursue any lawful means of collection of \$573,644 with or without further  
19 authorization from the Court. Tazzle agrees that, in such event, the facts as alleged in the  
20 Complaint filed in this action shall be taken as true in any subsequent litigation filed by Accton  
21 to enforce its rights pursuant to this Order, including but not limited to a nondischargeability  
22 complaint in any subsequent bankruptcy proceeding.

23 B. Within 30-days of this Order, Tazzle shall issue a purchase order to Accton for  
24 the excess material and remaining product contemplated under the Master Agreement which  
25 Tazzle assumed as part of its assumption of ABK's assets.

26 C. Tazzle will provide Accton a complete P&L statement within two (2) weeks after  
27 the end of each calendar quarter. Along with such P&L statement, Tazzle will pay Accton twenty  
28 five percent (25%) of all revenues over the amount of five thousand (\$5,000) per month. This

1 process will continue until the \$573,644 is paid to Accton. As long as Tazzle meets these  
2 requirements, Accton will waive the one percent (1%) per month late payment fee authorized in  
3 the Master Agreement.

4 **FEES AND COSTS**

5 IT IS FURTHER ORDERED that each party to this Order hereby agrees to bear its own  
6 costs and attorneys' fees incurred in connection with this action.

7 **RETENTION OF JURISDICTION**

8 IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for the  
9 purpose of enabling the parties to apply to the Court at any time for such further orders and  
10 directives as may be necessary or appropriate for the interpretation or modification of this Order,  
11 or for the enforcement of compliance therewith.

12 **COUNTERPARTS**

13 IT IS FURTHER ORDERED that the parties to this Order may execute this document in  
14 separate counterparts.


15 **COMPLETE SETTLEMENT**

16 The parties, by their respective counsel, hereby consent to entry of the foregoing Order  
17 which shall constitute a final judgment and order in this matter with respect to Tazzle. The  
18 parties further stipulate and agree that the entry of the foregoing Order shall constitute a full  
19 complete and final settlement of this action with respect to Tazzle.

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1 Respectfully submitted,

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3 FOR THE DEFENDANT:

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6 Bruce Haendel  
7 CEO of Tazze, Inc.

FOR THE PLAINTIFF:

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10 Edward Lin  
11 General Counsel, Accton Technology Corp.  
12 and Accton Technology Corp. USA  
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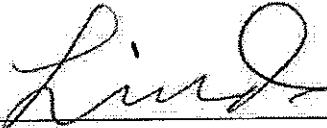
SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

1 Respectfully submitted,  
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3 FOR THE DEFENDANT:  
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6 Bruce Handel  
7 CEO of Tazzle, Inc.  
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FOR THE PLAINTIFF:

  
10 Edward Lin  
11 General Counsel, Accton Technology Corp.  
12 and Accton Technology Corp. USA  
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14 SO ORDERED this 17th day of July of 2013.

15 Additionally, the Case Management Conference set for July 17, 2013 is VACATED.  
16 The Clerk shall close the file.  
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18 Date: July 17, 2013

  
14 Lucy H. Koh  
15 United States District Court  
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28 ~~[PROPOSED]~~ STIPULATED JUDGMENT