

1  
2  
3  
4  
5  
6  
7  
8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
10

11 BLAST MOTION, INC., a California  
12 corporation,

13 Plaintiff,

14 v.

15 ZEPP LABS, INC., a Delaware  
16 corporation,

16 Defendant.

Case No.: 15-CV-700 JLS (NLS)

**ORDER GRANTING JOINT  
MOTION TO DISMISS CERTAIN  
CLAIMS**

(ECF No. 95)

17  
18 Presently before the Court is the parties' Joint Motion for Stipulation of Dismissal  
19 of U.S. Patent Nos. 8,944,928 and 8,781,610 Without Prejudice. ("Joint Mot.," ECF No.  
20 95.) The parties have met and conferred in order to narrow the issues for trial in this action  
21 and have stipulated to the following:  
22

- 23 1. Plaintiff Blast Motion, Inc. ("Blast Motion") and defendant Zepp Labs,  
24 Inc. ("Zepp") have met-and-conferred regarding how to narrow the issues  
25 for trial in this action. Based on this meet-and-confer, Blast Motion agrees  
26 to dismiss Blast Motion's Third Cause of Action without prejudice that  
27 current or past Zepp products directly infringe, indirectly infringe,  
28 contribute to infringement of, or induce infringement of any claim of  
United States Patent No. 8,944,928 (the "'928 Patent") literally or under  
the doctrine of equivalents. Blast Motion further agrees that it will not seek

1 damages relating to the '928 Patent for Zepp products sold on or before the  
2 date of this stipulation.

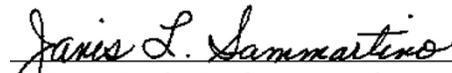
- 3 2. Zepp agrees that portions of Zepp's Third and Eighth Counterclaim  
4 relating to U.S. Patent No. 8,944,928 are hereby dismissed without  
5 prejudice by agreement of the parties.
- 6 3. Zepp agrees to dismiss Zepp's Twelfth Cause of Action relating to United  
7 States Patent No. 8,781,610 (the "'610 Patent") without prejudice that  
8 current or past Blast Motion products directly infringe, indirectly infringe,  
9 contribute to infringement of, or induce infringement of any claim of the  
10 '610 Patent literally or under the doctrine of equivalents. Zepp further  
11 agrees that it will not seek damages relating to the '610 Patent for Blast  
12 Motion products sold on or before the date of this stipulation.
- 13 4. Blast Motion agrees that portions of Blast Motion's First, Second, and  
14 Third Affirmative Defenses relating to U.S. Patent No. 8,781,610 are  
15 hereby dismissed without prejudice by agreement of the parties.
- 16 5. Blast Motion and Zepp agree that each party will bear its own costs,  
17 expenses, and attorneys' fees related to litigation of the '928 Patent and  
18 Zepp's Third and Eight Counterclaims and the litigation of the '610 Patent  
19 and Blast Motion's First, Second, and Third Affirmative Defenses as they  
20 pertain to the '610 Patent.

19 (Joint Mot. 1-2.)

20 Good cause appearing, the Court **GRANTS** the parties' Joint Motion (ECF No. 95).  
21 As further stipulated by the parties, the Court dismisses these claims **WITHOUT**  
22 **PREJUDICE**. (*Id.* at 2.) Additionally, each party shall bear its own costs. (*Id.*)

23 **IT IS SO ORDERED.**

24 Dated: June 13, 2017

25   
26 Hon. Janis L. Sammartino  
27 United States District Judge  
28