

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
CASE NO. 1:10-cv-00564-MRB**

LEXMARK INTERNATIONAL, INC.
Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC
et al
Defendants

**STIPULATED PERMANENT INJUNCTION, CONSENT JUDGMENT, AND
DISMISSAL WITH PREJUDICE**

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. ("Lexmark") and T3 Toner LLC, a California corporation having a principal place of business at 3339 Fitzgerald Road, Rancho Cordova, California 95742, for entry of Stipulated Permanent Injunction, Consent Judgment and Dismissal with Prejudice, having agreed to a compromise and settlement of this action.

**IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF THE
PARTIES** that:

1. T3 Toner, is or has been, among other things, selling remanufactured and compatible toner cartridges in the United States and in foreign countries for use in Lexmark laser printers, including E120, E220, E230, E232, E234, E238, E240, E250, E260, E320, E322, E321, E323, E330, E332, E340, E342, E350, E352, E360, E450, E460, E460, T520, T522, X520, X522, T610, T612, T614, T616, T620, T622, X620, T630, T632, T634, T640, T642, T644, T650, T652, T654, T656, X650, X651, X652, X653, X654, X655, and X656 series printers, and the equivalent monochrome laser printers sold under private label, including the Dell 1700, Dell 1700N, Dell 1710, Dell 1720, Dell 2230, Dell 2330, Dell 235

Technologies 0, Dell 3330, Dell 3333, Dell 3335, Dell 5200, Dell 5210, Dell 5300, Dell 5310, Dell 5230, Dell 5350, Dell 5530, Dell 5535, Dell E220, IBM 1116, IBM 1312, IBM 1412, IBM 1512, IBM 1512N, IBM infoPrint 1120, IBM InfoPrint 1125, IBM Infoprint 1130, IBM Infoprint 1140, IBM InfoPrint 1332, IBM Infoprint 1352, IBM Infoprint 1372, IBM InfoPrint 1532, IBM Infoprint 1552, IBM Infoprint 1572, IBM Infoprint 1832, IBM Infoprint 1850, IBM Infoprint 1852, IBM Infoprint 1860, IBM Infoprint 1870, IBM Infoprint 1872, IBM Infoprint 1880, IBM Infoprint 1892, InfoPrint 1601, InfoPrint 1602, InfoPrint 1612, InfoPrint 1622, Infoprint 1822, IBM Infoprint 1823, IBM Infoprint 1930, IBM Infoprint 1940, Lenovo LI3900, LG 3510, LG 3350, LG 3850, LG 4010, Nashuatec P6220, Nashuatec P6225, Nashuatec P6230, Nashuatec 6240, Okidata MB780, Okidata MB790, Okidata 5500, Okidata 7180, Okidata 7190, Ricoh Afficio SP 4400, Ricoh Afficio SP 4410, Ricoh Afficio SP 4420, Sindoricoh 5000, Sindoricoh 5005, Sindoricoh 5050, Sindoricoh 4450, Sindoricoh 4550, Sindoricoh 4555, Sindoricoh 5450, Sindoricoh 5550, Source Technologies 9116, Source Technologies 9130, Source Technologies 9140, Source Technologies 9325, Source Technologies 9335, Source Technologies 9340, Source Technologies 9530n, Source Technologies 9550, Source Technologies 9552, Source Technologies 9630, Source Technologies 9650, Source Technologies 9620, Source Technologies 9622, Source Technologies ST 9120, Source Technologies 9125, Toshiba e-Studio 20P, Toshiba e-Studio 25P, Toshiba e-Studio 30P, Toshiba e-Studio 40P, Toshiba e-Studio 400P, Toshiba e-Studio430, Toshiba e-Studio 530, Toshiba e-Studio 450P, Toshiba e-Studio 500P, Toshiba e-Studio 500P, Unisys 134, Unisys 136, Unisys UDS 130, Unisys UDS 132, Unisys UDS 640n, Unisys UDS 650n, Unisys UDS 140, Unisys UDS 142,

Unisys UDS 540n, Unisys UDS 544n, Unisys UDS 630, Unisys UDS 635dn series printers (the “Accused Cartridges”).

2. Lexmark owns and has standing to sue for infringement of United States Patent Nos. 5,337,032; 5,634,169; 5,758,231; 5,758,233; 5,768,661; 5,802,432; 5,875,378; 5,995,772; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,487,383; 6,496,662; 6,678,489; 6,816,692; 6,871,031; 6,879,792; 7,139,510; 7,233,760; and 7,305,204 (the “Lexmark Patents”);

3. The Lexmark Patents are valid and enforceable against T3 Toner.

4. The following table identifies the patent claims of the Lexmark Patents that are satisfied literally by the Accused Cartridges:

Lexmark's Patents	Accused Cartridges						
	E120	E23X/E24X/ E33X/E34X	E260/ E360/E460	E25X/ E35X/E45X	T52X/T61X/ T62X/T63X/ T64X/T65X	E320/ E322	E220 and E321/E323
5,337,032					1,5,6		
5,634,169			32,36,42		1-3,32-34, 36, 42	32,36,42	32,36,42
5,758,231		1-16	1-16	1-16		1-16	1-16
5,758,233					1-4		
5,768,661					1,2,3,6		
5,802,432					1-3, 7-9		
5,875,378					1-3,12-14,24		
5,995,772			14,15,22, 32-34		1-3,5,7-9, 12,14- 18,20,21	14,15,22, 32-34	14,15,22, 32-34
6,009,291	1-2	1-2	1-2	1-2	1-2		
6,078,771	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,2,5,6,10, 12,13,15		
6,397,015			1,2,4, 9,17,19		1-4,7-12, 14-19,22-24	1,2,4, 9,17,19	1,2,4, 9,17,19
6,459,876					1-28		
6,487,383	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6,10, 11,15,19	19	19
6,496,662		1,3,5,7		1,3,5,7			
6,678,489		5, 6	5, 6	5, 6			
6,816,692	1-13	1-13	1-13	1-13			
6,871,031		1-6,8-12	1-6,8-12	1-6,8-12			
6,879,792		1-11	1-11	1-11			
7,139,510		1-10	1-10	1-10			

Lexmark's Patents	Accused Cartridges						
	E120	E23X/E24X/ E33X/E34X	E260/ E360/E460	E25X/ E35X/E45X	T52X/T61X/ T62X/T63X/ T64X/T65X	E320/ E322	E220 and E321/E323
7,233,760	1-10, 11,12,14	1-10, 11,12,14	1-10, 11,12,14	1-10, 11,12,14			
7,305,204		1-20	1-20	1-8,10-13			

5. The importation, use, remanufacture, manufacture, offer to sell or sale by anyone other than Lexmark of any Accused Cartridge that was originally sold outside the United States constitutes an infringement of the above-identified claims in the Lexmark Patents.

6. The importation, use, remanufacture, manufacture, offer to sell or sale by anyone other than Lexmark of any Accused Cartridge in the United States under which Lexmark's Patent rights were not exhausted constitutes an infringement of the above-identified claims in the Lexmark Patents.

7. Except for any cartridge in which Lexmark's Patent rights have been exhausted, this Court permanently enjoins T3 Toner as well as those persons or companies in active concert or participation with T3 Toner who receive actual notice of the order by personal service or otherwise from making, using, selling, offering for sale or importing into the United States Accused Cartridges that infringe any of the above-identified patent claims or are not colorably different from the Accused Cartridges.

8. Nothing herein limits or shall be construed to limit in any way T3 Toner's activities with respect to toner cartridges in which Lexmark's patent rights have been exhausted. Further, nothing herein limits or shall be construed to limit in any way T3 Toner's activities with respect to any Lexmark Patents that have expired, lapsed, are no longer enforceable, or have found to be invalid by a court of competent jurisdiction.

Finally, nothing herein limits or shall be construed to limit in any way T3 Toner's activities outside the United States.

9. This Court retains jurisdiction over Lexmark and T3 Toner to the extent necessary to enforce the terms of this Stipulated Permanent Injunction.

10. This Stipulated Permanent Injunction shall be binding upon and shall inure to the benefit of Lexmark and T3 Toner, as well as each of their respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

11. All claims between Lexmark and T3 Toner are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

Date: 10/21, 2013

s/ Michael R. Barrett

MICHAEL R. BARRETT, Judge
United States District Court


HAVING BEEN SEEN AND AGREED TO ON ^{Oct} ~~SEPTEMBER~~ 11, 2013, by:

s/ Audra C. Eidem Heinze

P. Douglas Barr (Ohio Bar No. 20868)
Steven B. Loy
Anthony J. Phelps
STOLL KEENON OGDEN PLLC
300 West Vine Street, Suite 2100
Lexington, KY 40507
Telephone: (859) 231-3000
Facsimile: (859) 253-1093

William J. Hunter, Jr.
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Telephone: (502) 333-6000
Facsimile: (502) 333-6099

Timothy C. Meece


T3 Toner LLC
Buzz Raley
T3
3339 Fitzgerald Road, Suite 9
Rancho Cordova, CA 95742

V. Bryan Medlock
Jason S. Shull
Audra C. Eidem Heinze
BANNER & WITCOFF LTD.
10 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
Telephone: (312) 463-5000

*Attorneys for Plaintiff,
Lexmark International, Inc.*