

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (DAYTON)

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|----------------------------------|---|---|
| RELX INC., | : | Case No. 3:17-cv-00202-TMR |
| through its LexisNexis Division, | : | Judge Thomas M. Rose |
| Plaintiff, | : | |
| v. | : | |
| CHASE COST MANAGEMENT, LLC, | : | AGREED PERMANENT |
| Defendant. | : | INJUNCTION ORDER AND ENTRY |
| | : | <u>OF DISMISSAL WITH PREJUDICE</u> |

Effective as of the date of entry by this Court, Plaintiff RELX Inc., through its LexisNexis Division ("LN" or "Plaintiff") and Defendant Chase Cost Management, LLC ("Chase" and, collectively with LN, the "Parties"), having admitted the jurisdiction of this Court, having waived the entry of findings of fact and conclusions of law as provided by Fed. R. Civ. P. 52, and, without any adjudication on the merits, without any collateral estoppel effect whatsoever, and without admitting or denying any of the allegations of the First Amended Verified Complaint [Doc. # 24] except as to jurisdiction, having consented to the entry of this Order under Fed. R. Civ. P. 65, the Court ORDERS that Chase, its directors, officers, agents, servants, employees, attorneys, and all others in active concert or participation with it are:

1. prevented from using or disclosing to any third-party all non-public:
 - (a) pricing information relating to LN's products or services;
 - (b) terms of use information relating to LN's respective agreements with its customers; and
 - (c) LN information relating to LN customers, lists of customers, or other identifiable LN information relating to LN's customers;

Except that nothing in this Order prevents the use or disclosure of LN information specific to a particular LN customer with that same customer or as otherwise permitted by written agreement between the Parties.

2. required to comply with all non-disclosure agreements with LN entered into on or before the date of entry of this Order, subject to any other written agreements between the Parties.

It is further ORDERED that, pursuant to the Parties' non-disclosure agreements, no bond is required.

It is further ORDERED, pursuant to Rule 41, that all claims in the above-captioned lawsuit are dismissed with prejudice. Each of the Parties is to bear its own attorneys' fees and expenses, including court costs.

IT IS SO ORDERED.

January 11, 2018

s/Thomas M. Rose

UNITED STATES DISTRICT JUDGE

AGREED:

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