

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	2:16-CV-02859-CAS(PLAx)	Date	November 16, 2016
Title	MACOM TECHNOLOGY SOLUTIONS HOLDINGS, INC. ET AL. v. INFINEON TECHNOLOGIES AG ET AL.		

Present: The Honorable CHRISTINA A. SNYDER

Catherine Jeang

Not Present

N/A

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

Proceedings: (In Chambers) - MACOM TECHNOLOGY SOLUTIONS
HOLDINGS, INC. AND NITRONEX LLC'S PROPOSED ORDER
GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
INJUNCTION (Dkt. 137-1, filed on October 31, 2016)

Attached is a tentative form of the Court's preliminary injunction. It will take effect 14 days from the date of this order. The parties shall serve any objections in written form not to exceed five pages no later than seven days from the date of this order.

IT IS SO ORDERED.

Initials of
Preparer

00 : 00

CMJ

1
2
3
4
5
6
7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 WESTERN DIVISION

10 MACOM TECHNOLOGY
11 SOLUTIONS HOLDINGS, INC., *et al.*

12 Plaintiffs,

13 v.

14 INFINEON TECHNOLOGIES AG, *et*
15 *al.*,

16 Defendants.

Case No. CV16-02859 CAS (PLAx)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY INJUNCTION**

17 The Court hereby **GRANTS** MACOM Technology Solutions Holdings, Inc.
18 and Nitronex, LLC's Motion for Preliminary Injunction. The Court **ORDERS** that
19 until further order of the Court, the 2010 License Agreement shall remain in full
20 force and effect and that defendant Infineon Technologies Americas Corp.'s
21 purported termination of that agreement on March 22, 2016 shall have no effect.

22 In the event that Infineon Technologies Americas ("Infineon Americas")
23 asserts that there is a new breach of the 2010 License Agreement by plaintiffs,
24 Infineon Americas shall advise the Court in writing of its intention to declare a
25 breach, stating the action it intends to take and the claimed basis for that action.
26 Infineon Americas shall provide the Court with such notice 30 days before
27 declaring a breach.

28 Consistent with existence of a valid License Agreement, Infineon Americas
may not design, develop, make, have made, use, offer to sell, sell, or service
products in MACOM's Exclusive Field (as defined by the under-seal 2010 License
Agreement) that practice the Nitronex Patents, nor may Infineon Americas directly
or indirectly market, sell, or service products in the Exclusive Field that practice the

1 Nitronex Patents. In addition, Infineon Americas may not grant licenses or
2 sublicenses to the Licensed Patents (identified in Schedule A to the 2010 License
3 Agreement) to design, develop, make, have made, use, market, sell or service
4 products in the Exclusive Field or Field of Use (as defined by the 2010 License
5 Agreement) that practice the Nitronex Patents, including but not limited to the grant
6 of such licenses to its corporate affiliates.

7 Infineon shall, within ten days from the date of issuance of this Preliminary
8 Injunction, provide notice and a copy of this Preliminary Injunction to all
9 subsidiaries, affiliates, officers, directors, employees, principals, agents, customers,
10 and attorneys that may have any involvement whatsoever in designing, developing,
11 making, having made, using, marketing, selling, servicing, or licensing products in
12 the Exclusive Field or Field of Use that use the Nitronex Patents, as well as any
13 other person or entity acting in active concert or participation with Infineon
14 Americas with respect to any of the activities enjoined here.

15
16 IT IS SO ORDERED.

17
18 DATED: _____, 2016

19
20
21
22
23
24
25
26
27
28

HON. CHRISTINA A. SNYDER
UNITED STATES DISTRICT JUDGE