

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

<p>MASIMO CORPORATION, a California corporation,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>SOTERA WIRELESS, INC., a California corporation, HON HAI PRECISION INDUSTRY CO., LTD., a Taiwan corporation,</p> <p style="text-align: right;">Defendant.</p>	<p>Case No. 19-cv-1100-BAS-MSB</p> <p>ORDER GRANTING PARTIES’ JOINT STIPULATION FOR PERMANENT INJUNCTION AND JOINT STIPULATION FOR DISMISSAL (ECF No. 139)</p>
--	---

Before the Court is the parties’ Joint Motion for stipulated permanent injunction (“Stipulated Permanent Injunction”). (ECF No. 139.) Additionally, the parties jointly stipulate to dismissal of Plaintiff’s claims with prejudice upon entry of the permanent injunction (“Stipulated Dismissal”). (*Id.*)

I. Joint Stipulation for Permanent Injunction

Finding the stipulated permanent injunction appropriate, the Court hereby **GRANTS** the Joint Motion for stipulated permanent injunction. (*Id.*)

The Court having considered the Second Amended Complaint, the parties’ Stipulated Permanent Injunction, and other materials filed in this action finds that:

1 1. This Court has jurisdiction of the subject matter of this case and jurisdiction over the
2 parties and venue in this district is proper;

3 2. For purposes of this Stipulated Permanent Injunction, the Second Amended
4 Complaint states a claim upon which relief may be granted;

5 3. This Permanent Injunction can properly be entered in this action;

6 4. This Permanent Injunction does not constitute an admission by Defendants that they
7 engaged in any wrongdoing.

8
9 Accordingly, it is hereby stipulated by the parties and **ORDERED** that:

10 1. Sotera Wireless, Inc. (“Sotera”) and Hon Hai Precision Industry Co., Ltd. (“Hon
11 Hai”), their officers, servants, agents, employees, attorneys, and those persons in active
12 concert or participation with them who receive actual notice of this Injunction Order
13 (collectively, “Enjoined Parties”), are hereby enjoined from making, using, selling,
14 offering to sell, transferring to others, or importing into the United States any device,
15 system, process, or method, such as the ViSi Mobile device, ViSi Mobile Monitoring
16 System, Legacy Analytics System, or Data Solutions Portal, configured to simulate alarm
17 delay settings for any purpose such as generating reports, analyzing alarm trends,
18 customizing alarm delay settings, troubleshooting alarm limit and alarm delay settings, and
19 testing algorithm updates, whether such use is internal to the company or external for
20 customers.

21 2. The Enjoined Parties are further enjoined from supplying software for use by others
22 that is configured to simulate alarm delay settings for any purpose such as generating
23 reports, analyzing alarm trends, customizing alarm delay settings, troubleshooting alarm
24 limit and alarm delay settings, and testing algorithm updates.

25 3. This injunction shall take effect five (5) business days after the entry of this Order
26 and shall remain in effect until U.S. Patent No. 10,255,994 expires.

27 4. Defendants waive appeal of this permanent injunction.
28

1 5. This document shall be deemed to have been served upon Defendants at the time of
2 its execution by the Court.


3
4 **II. Joint Motion to Dismiss**

5 Under Federal Rule of Civil Procedure (“Rule”) 41(a)(1)(A), a plaintiff has an
6 absolute right to voluntarily dismiss his action by (1) filing a notice of voluntary dismissal
7 before a defendant has filed an answer or moved for summary judgment, *see* Rule
8 41(a)(1)(A)(i), or (2) filing a stipulation of dismissal signed by all parties who have
9 appeared, *see* Rule 41(a)(1)(A)(ii). *See also Wilson v. City of San Jose*, 111 F.3d 688, 692
10 (9th Cir. 1997). Dismissal pursuant to Rule 41(a)(1)(A)(ii) is effective upon the filing of a
11 compliant notice or stipulation. No court order is required. *See Stone v. Woodford*, CIV-
12 F-05-845 AWI-DLB, 2007 WL 527766 (E.D. Cal. Feb. 16, 2007). Nonetheless, the local
13 civil rules of this district require that where, as here, litigants seek voluntary dismissal by
14 filing a signed stipulation pursuant to Rule 41(a)(1)(A)(ii), such a stipulation must be filed
15 as a joint motion.¹

16 In the interests of justice and judicial economy, the Court shall construe the parties’
17 Stipulated Dismissal as the requisite joint motion. The Court, having considered the
18 Stipulation, and for good cause shown, hereby **GRANTS** the Stipulated Dismissal. The
19 above-captioned action is hereby dismissed in its entirety, as to all defendants, with
20 prejudice. The Clerk shall close the case.

21 **IT IS SO ORDERED.**

22
23 **DATED: May 23, 2024**


Hon. Cynthia Bashant
United States District Judge

24
25
26
27
28 ¹ *See* Electronic Case Filing Administrative Policies and Procedures Manual, United States District Court
for the Southern District of California.

General Information

Case Name	Masimo Corporation v. Sotera Wireless et al
Court	U.S. District Court for the Southern District of California
Date Filed	Wed Jun 12 00:00:00 EDT 2019
Judge(s)	Cynthia Ann Bashant
Federal Nature of Suit	Property Rights: Patent [830]
Docket Number	3:19-cv-01100
Status	Closed
Parties	Sotera Wireless; Masimo Corporation; Hon Hai Precision Industry Co., Ltd.