



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
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

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

Plaintiffs,

v.

INFINEON TECHNOLOGIES AG, *et al.*,

Defendants.

Case No. CV16-02859 CAS (PLAx)

**ORDER GRANTING PLAINTIFFS’
MOTION FOR PRELIMINARY
INJUNCTION**

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

In the event that Infineon Technologies Americas (“Infineon Americas”) asserts that there is a new breach of the 2010 License Agreement by plaintiffs, Infineon Americas shall advise the Court in writing of its intention to declare a breach, stating the action it intends to take and the claimed basis for that action.

1 Infineon Americas shall provide the Court with such notice 30 days before
2 declaring a breach.

3 Consistent with existence of a valid License Agreement, Infineon Americas
4 may not design, develop, make, have made, use, offer to sell, sell, or service
5 products in MACOM's Exclusive Field (as defined by the under-seal 2010 License
6 Agreement) that practice the Nitronex Patents, nor may Infineon Americas directly
7 or indirectly market, sell, or service products in the Exclusive Field that practice the
8 Nitronex Patents. In addition, Infineon Americas may not grant licenses or
9 sublicenses to the Licensed Patents (identified in Schedule A to the 2010 License
10 Agreement) to design, develop, make, have made, use, market, sell or service
11 products in the Exclusive Field or Field of Use (as defined by the 2010 License
12 Agreement) that practice the Nitronex Patents, including but not limited to the grant
13 of such licenses to its corporate affiliates. Nothing in this order shall prevent
14 Infineon Americas from designing, making, having made, using, offering to sell,
15 selling, or servicing gallium nitride-on-silicon carbide (GaN-on-SiC) products, or
16 from directly or indirectly marketing, selling, or servicing such products.

17 Infineon shall, within ten days from the date of issuance of this Preliminary
18 Injunction, provide notice and a copy of this Preliminary Injunction to all
19 subsidiaries, affiliates, officers, directors, employees, principals, agents, customers,
20 and attorneys that may have any involvement whatsoever in designing, developing,
21 making, having made, using, marketing, selling, servicing, or licensing products in
22 the Exclusive Field or Field of Use that use the Nitronex Patents, as well as any

23 ///

24 ///

25 ///

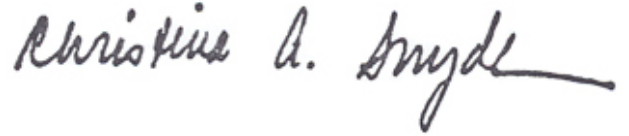
26 ///

27 ///

28 ///

1 other person or entity acting in active concert or participation with Infineon
2 Americas with respect to any of the activities enjoined here.

3 IT IS SO ORDERED.



4 DATED: December 7, 2016

5 HON. CHRISTINA A. SNYDER
6 UNITED STATES DISTRICT JUDGE
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28