IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

JIAXING SUPER LIGHTING ELECTRIC APPLIANCE CO., LTD. AND OBERT, INC.,

Plaintiffs,

v.

CH LIGHTING TECHNOLOGY CO., LTD., ELLIOTT ELECTRIC SUPPLY INC., AND SHAOXING RUISING LIGHTING CO., LTD.,

Defendants.

CASE NO. 6:20-CV-00018-ADA

ORDER OF FINAL JUDGMENT

This action came before the Court for trial by jury commencing on November 1, 2021, between Plaintiffs Jiaxing Super Lighting Electric Appliance Co., Ltd. and Obert, Inc. (collectively "Super Lighting" or "Plaintiffs") and Defendants CH Lighting Technology Co., Ltd. and Shaoxing Ruising Lighting Co. Ltd. (collectively "CH Lighting"), and Elliott Electric Supply Inc. ("Elliott") (collectively "Defendants"). The issues have been tried and the jury rendered its unanimous verdict on November 4, 2021 (ECF No. 230). In accordance with the jury verdict and the Court's rulings at trial and on the parties' post-trial motions (ECF Nos. 221, 286, 323), it is hereby **ORDERED** and **ADJUDGED** that:

1. Defendants have each infringed claims 1, 4, 5, 24, 28 and 31 of U.S. Patent No. 9,939,140 (the "'140 patent"), claims 13 and 14 of U.S. Patent No. 10,352,540 (the "'540 patent"), and claim 1 of U.S. Patent No. 10,295,125 (the "'125 patent");
2. CH Lighting's infringement was willful;

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3. Claims 1, 4, 5, 24, 28 and 31 of the ’140 patent, claims 13 and 14 of the ’540 patent, and claim 1 of the ’125 patent are not proved invalid;

4. Judgment is hereby entered in favor of Jiaxing Super Lighting Electric Appliance Co., Ltd. and Obert, Inc. and against Defendants in the sum of $31,221,873.81 against CH Lighting and $359,016.71 against Elliott in damages for Defendants’ infringement of the asserted claims, an amount that is the sum of:

    a. $13,872,872 in damages against CH Lighting as awarded by the jury;

    b. $7,155,432 in enhanced damages on the jury’s verdict against CH Lighting, reflecting an award of $0.45 per unit for all infringing products sold between the date CH learned of the ’140 patent, February 16, 2019, and the date when CH Lighting filed its answer, December 3, 2020;

    c. $523,871.10 in damages against CH Lighting for pretrial sales, reflecting an award of $0.45 per unit for all infringing products sold between the parties’ pretrial financial update and the jury verdict;

    d. $4,692,834.90 in supplemental damages against CH Lighting, reflecting an award of $0.45 per unit for all infringing products sold after the jury’s verdict but before the Court entered judgment;

    e. $186,404 in pre-judgment interest at the one-year Treasury Bill constant maturity rate, compounded annually, on the jury verdict against CH Lighting;

    f. $97,624.91 in pre-judgment interest at the one-year Treasury Bill constant maturity rate, compounded annually, on CH Lighting’s pretrial sales and supplemental damages.

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g. $4,692,834.90 in enhanced damages on CH Lighting's supplemental damages, reflecting an award of $0.45 per unit for all infringing products sold after the jury's verdict but before the Court entered judgment;

h. $298,454 in damages against Elliott as awarded by the jury;

i. $7,688.70 in damages against Elliott for pretrial sales, reflecting an award of $0.45 per unit for all infringing products sold between the parties' pretrial financial update and the jury verdict;

j. $47,954.25 in supplemental damages against Elliott, reflecting an award of $0.45 per unit for all infringing products sold after the jury's verdict but before the Court entered judgment; and

k. $3,911 in pre-judgment interest at the one-year Treasury Bill constant maturity rate, compounded annually, on the jury verdict against Elliott;

l. $1,008.76 in pre-judgment interest at the one-year Treasury Bill constant maturity rate, compounded annually, on Elliott's undisclosed pretrial sales and supplemental damages.

5. The foregoing sums have been calculated based on sales of the infringing products through January 31, 2023 by CH Lighting. For all infringing products shipped between February 1, 2023 and March 17, 2023, it is hereby **ORDERED** that CH Lighting pay Super Lighting $0.45 in supplemental damages per unit sold. It is further **ORDERED** that for all infringing products shipped between February 1, 2023 and March 17, 2023, CH Lighting pay Super Lighting an additional $0.45 in enhanced damages per unit sold.

6. The foregoing sums have been calculated based on sales of the infringing products through February 28, 2023 by Elliott. For all infringing products shipped between March 1, 2023

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and March 17, 2023, it is hereby **ORDERED** that Elliott pay Super Lighting $0.45 in supplemental damages per unit sold.

7. Super Lighting is additionally awarded post-judgment interest, pursuant to 28 U.S.C. § 1961, at the statutory rate of the weekly average 1-year constant maturity Treasury yield, computed daily and compounded annually, from the date of entry of this Judgment until the date of payment. Through March 15, 2023, Super Lighting is awarded post-judgment interest in an amount of $4,311.18 from CH Lighting and $49.57 from Elliott. Post-judgment interest will continue to accrue until the date of payment.
8. Pursuant to Federal Rule of Civil Procedure 54(d), Local Rule CV-54, and 28 U.S.C. § 1920, Super Lighting is the prevailing party in this case and shall recover allowed costs from Defendants, and it is **ORDERED** that Defendants CH Lighting and Elliott will jointly pay Super Lighting $147,420.61 as agreed by the Parties and laid out in their Agreed Bill of Costs (ECF No. 278-1).
9. Super Lighting is awarded an ongoing royalty for post-judgment infringement in the amount of $0.45 per unit, and it is **ORDERED** that CH Lighting and Elliott shall provide an ongoing accounting of sales of infringing products on a quarterly basis, within 45 days of the end of each quarter.
10. The Court hereby **ORDERS** CH Lighting and Elliott to pay Super Lighting the amounts detailed above.
11. The Court **DENIES** all relief not granted in this judgment.
12. This **FINAL JUDGMENT** starts the time for filing any notice of appeal.

SIGNED this 17th day of March, 2023.



ALAN D ALBRIGHT
UNITED STATES DISTRICT JUDGE

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