

PLAINTIFF'S EXHIBIT

Exhibit No.: **PL 98**

Case No. 6:13-cv-1950-Orl-40DAB

OMEGA PATENTS, LLC

vs.

CALAMP CORP.

Date Identified: **FEB 17 2016**

Date Admitted: **FEB 17 2016**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

OMEGA PATENTS, LLC,
a Georgia limited liability company,

Plaintiff,

vs.

Case No. 6:07-cv-1488-Orl-28UAM

AT AUTOSPORT, LLC,
a California limited liability company,

Defendant.

SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of this 20th day of December, 2007, by and between OMEGA PATENTS LLC a limited liability company of Georgia, with offices at 5926 Presely Place, Douglasville, GA 30135 ("Omega"), and AT AUTOSPORT, LLC, a California limited liability company, with offices at 1701 E. Edinger Avenue, Suite A2, Santa Ana, CA 92705-2259 ("AT") (collectively the "PARTIES").

WITNESSETH:

WHEREAS, Omega is the sole and exclusive owner of those patents identified more fully in the Complaint (collectively, the "Patents"); and

WHEREAS, on or about September 19, 2007, Omega brought an action against AT in the United States District Court, Middle District of Florida (6:07-cv-1488-ORL-28UAM), alleging infringement of the Patents (the "Action"); and



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Calamp

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Geotab Exhibit 1104
Geotab v. Omega

system controls disabled. If AT elects option (2), such alteration shall be permanent and not capable of being reversed without substantial effort and costs. If AT elects option (3), a prototype of the disabled unit together with drawings and details revealing the alterations will be provided to Omega for approval and confirmation of its compliance with this paragraph.

C. The Agreement to permit the sale of inventory is based upon the representations as to inventory numbers set forth below. AT recognizes, understands and agrees that should the inventory number be inaccurate, the sale of any inventory pieces under Section 2(B) will be unauthorized and Omega will be entitled to additional relief and an award of its attorneys fees in seeking such relief.

3. RECORD INSPECTION AND AUDIT

A. Omega shall have the right, but not the obligation, upon reasonable notice, to have its assigned auditor inspect the books and records (and all other documents and material in possession or control with respect to the subject matter of this Agreement) of AT or of any business owned or controlled by AT to confirm compliance with this Agreement and the veracity of the representations made herein. The auditor shall have free and full access thereto for such purposes and may make copies thereof.

B. All books and records relative to AT's obligations hereunder shall be maintained and made accessible to Omega for inspection at a location in the United States for at least THREE (3) years from the date of this Agreement.

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s. [Signature] [Illegible text]

4. WARRANTIES AND OBLIGATIONS

A. Omega represents and warrants that it is the owner of the entire right, title, and interest in and to the Patents; that it has the right and power to settle this dispute, and that there are no other agreements with any other party in conflict with such grant.

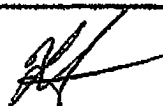
B. AT represents and warrants that it has sold no more than three hundred and fifty (350) accused Mercedes Benz vehicle control units and has no more than six hundred and fifty (650) such units in inventory.

C. AT represents and warrants that it has no more than one thousand (1,000) accused General Motors vehicle control units in inventory and has an obligation to purchase (and therefore considered for these purposes to be inventory), no more than one thousand (1,000) for a total possible inventory of two thousand (2,000) accused General Motors units.

5. NOTICE AND PAYMENT

Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested or by Federal Express, together with a copy to:

<u>As to Omega:</u>	<u>As to AT Autosport:</u>
Mr. Kenneth Flick Omega Patents, L.L.C. 981 N. Burnt Hickory Rd. Douglasville, GA 30134	Mr. Brad Remout Ms. Faith Remout AT Autosport 1701 E. Edinger Avenue, Suite A2 Santa Ana, CA 92705

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<u>With a copy to:</u> Brian R. Gilchrist, Esq. b.r.gilchrist@baddmg.com Ryan T. Gattum r.gattum@baddmg.com ALLEN, DYER, DOPPELT, MILLER & GILCHRIST, P.A. 255 S. Orange Avenue, Suite 1401 Post Office Box 3781 Orlando, FL 32802-3791 Telephone: 407/841-2330 Facsimile: 407/841-2343	<u>With a copy to:</u> Sam Tolofsky, Esq. samtolofsky@newhastings.com PAUL HASTINGS JANOWSKY & WALKER, LLP 3878 Valley Centre Drive San Diego, CA 92130 Telephone: 619/721-2500 Facsimile: 619/720-2555
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Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

6. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Florida and the United States. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida, including the federal courts therein and the Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

7. RESOLUTION OF THE ACTION

Upon execution of this Agreement by AT, the Parties shall authorize their representatives to file a Joint Motion for Entry of Consent Final Judgment, a copy of which is attached hereto as Exhibit A. AT shall cooperate in obtaining a Final Judgment which contains the following material terms:

- i. AT has no basis to dispute that the Patents are valid.
- ii. AT has no basis to dispute that the Patents are enforceable.

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III. AT has no basis to dispute that AT's accused products infringe the Patents.

9. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

10. ASSIGNABILITY

Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld.

11. ATTORNEYS' FEES

In the event any action is brought to enforce the terms of this Agreement, the prevailing party in such an action shall receive from the losing party an award of the prevailing party's reasonable attorneys' fees, costs, expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred after breach and prior to filing suit, during litigation and incurred on appeal.

12. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

13. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or

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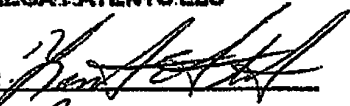
operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

13. INTEGRATION.

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

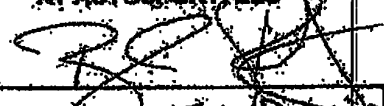
OMEGA PATENTS, LLC

By: 

Title: REV

Date: 12-26-07

AT AUTOSPORT, LLC

By: 

Title: CEO / President

Date: 12/20/07

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