

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

ROSEN TECHNOLOGIES LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil No. 3:22-CV-00732-K
	§	
LENNOX INDUSTRIES INC.,	§	
	§	
Defendant.	§	

STIPULATED CONSENT JUDGMENT AS TO ‘318 AND ‘075 PATENTS

Before the Court is Plaintiff Rosen Technologies, LLC and Defendant Lennox Industries Inc.’s Joint Motion for Entry of Consent Judgment (the “Motion”). Doc. No. 83. Upon consideration of the same, the Court **GRANTS** the Motion. The Court reproduces the Parties’ stipulations and then enters the consent judgment they request, which shall be binding to the extent consistent with due process.

Plaintiff Rosen Technologies LLC (“Plaintiff”) and Defendant Lennox Industries Inc. (“Defendant”), by and through their undersigned counsel, hereby stipulate and agree to entry of this Stipulated Consent Judgment:

The parties stipulate and agree as follows:

1. This Court has subject matter jurisdiction over this matter and personal jurisdiction over Defendant. Venue is proper in this district.
2. On September 11, 2023, this Court issued a claim construction order construing the claims of the five patents remaining in this lawsuit.

3. In order to avoid the cost, delay, and uncertainty of further litigation and trial, the Parties have reached agreement to resolve certain claims of this lawsuit pursuant to this Stipulated Consent Judgment. Specifically, the Parties have agreed to resolve their differences regarding to U.S. Patent Nos. 7,156,318 (the '318 Patent) and 7,232,075 (the '075 Patent).
4. Plaintiff represents to Defendant and to this Court that Plaintiff owns all right, title, and interest to the '318 Patent and the '075 Patent and all foreign counterparts thereof and that no other person or entity has a claim against Lennox for alleged infringement of the '318 Patent and/or the '075 Patent, or foreign counterparts thereof, whether past, present, or future.
5. Plaintiff represents to Defendant and to this Court that Plaintiff has not granted any exclusive license or any other rights in the '318 Patent or the '075 Patent (or foreign counterparts thereof) that would give a party other than Plaintiff standing to sue for infringement of either the '318 Patent or '075 Patent or any foreign counterpart thereof. Plaintiff further represents to Defendant and to this Court that it has not assigned or given any rights to a third party in any claim or cause of action, or rights to damages or other remedies, for alleged infringement of the '318 Patent or the '075 Patent or any foreign counterpart thereof.
6. All parties waive the right to appeal from this Stipulated Consent Judgment.

7. The parties waive the entry of findings of fact and conclusions of law under the Federal Rules of Civil Procedure.

It is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. The Court has jurisdiction over the parties to this Stipulated Consent Judgment and the subject matter of this action and is empowered to provide the relief herein.
2. Plaintiff's claims as to U.S. Patent Nos. 7,156,318 (the '318 Patent) and 7,232,075 (the '075 Patent) are **DISMISSED WITH PREJUDICE**, with each party to bear their own costs and expenses including attorney's fees.
3. Defendant's counterclaims as to U.S. Patent Nos. 7,156,318 (the '318 Patent) and 7,232,075 (the '075 Patent) are **DISMISSED WITHOUT PREJUDICE**.
4. Neither party shall contest or appeal this Stipulated Consent Judgment, or seek to recover any legal fees or costs from the other party in connection with the '318 Patent or '075 Patent. Notwithstanding the foregoing, this Consent Judgment shall not prevent Lennox from seeking exceptional case status and seeking attorneys fees for the case as a whole. In other words, while Lennox may not seek exceptional case status as to the '318 and '075 Patents standing alone, this Consent Judgment does not prevent Lennox from seeking exceptional case status for the case as a whole and, if Lennox does so, the Court may take into account all the facts and circumstances related to the

‘318 and ‘075 Patents along with all of the other patents that have been asserted in this action in making its determination as to the merits of such a motion.

5. For purposes of this Stipulated Consent Judgment, with respect to a person or entity, the term “Affiliate” shall mean any other person or entity (including any corporation, company, joint venture, partnership, firm, limited liability company, or subsidiary) formerly, now or hereafter Controlled by, Controlling, or under common Control with such person or entity. For avoidance of doubt, two entities which are Controlled by the same corporation, natural person, or group of corporations or natural persons shall be deemed Affiliates. In the event that a person or entity is not an Affiliate as of the date of this Stipulated Consent Judgment, but later becomes an Affiliate through an acquisition by Lennox or any of its Affiliates (an “Acquired Affiliate”), such Acquired Affiliate shall be deemed, upon completion of such transaction or transactions, to be an Affiliate for the purposes of this Stipulated Consent Judgment as of the date of this Stipulated Consent Judgment.
6. For purposes of this Stipulated Consent Judgment, the term “Control” shall mean the direct or indirect: (a) ownership or control (whether through contract or otherwise) of: (1) in the case of corporate entities, more than fifty percent (50%) of the stock or shares entitled to vote for the election of

directors, or (2) in the case of non-corporate entities, more than fifty percent (50%) of the equity interest in such non-corporate entity; or (b) power (whether through contract or otherwise) to direct management or management policies of such entity. Notwithstanding the foregoing, in any country where a person or entity is not permitted by law to own more than fifty percent (50%) of the shares of an entity in that country, “Control” shall mean the direct or indirect: (x) ownership or control of the maximum allowed ownership interest in such entity under the laws of that country; or (y) power (whether through contract or otherwise) to direct management or management policies of such entity.

7. The “Enjoined Parties” are Plaintiff, all Affiliates of Plaintiff, and any person or entity acting in active concert or participation with any of the foregoing entities.
8. The Enjoined Parties are hereby enjoined as follows:
 - a. Neither the Enjoined Parties, nor their predecessors, successors, or assigns, will directly or indirectly institute, file or cause to be filed, maintain, assist with, or advise to be commenced, or threaten, any action or suit for patent infringement for either the ‘318 Patent or the ‘075 Patent, or any foreign counterpart thereof, at any time, against Lennox or any of its Affiliates, contractors, suppliers, or customers (in each case whether direct or indirect). In the event Lennox or any of its Affiliates is

involved in a business combination involving the transfer or sale of all or a portion of the business of Lennox or any of its Affiliates, including the transfer or sale of all or part of a product line, and regardless of the manner in which any such transaction is accomplished, the foregoing injunction shall extend to that portion of the business combination that was related to Lennox or any of its Affiliates and shall continue to cover all parties originally covered by this injunction. For clarity, this injunction applies to actions or suits with respect to both current Lennox products and any future Lennox products. This injunction shall have preclusive effect and serve as a complete defense to Lennox or any of its Affiliates, contractors, suppliers, or customers (in each case whether direct or indirect) in any action brought concerning either the '318 Patent, the '075 Patent, or both.

- b. The Enjoined Parties shall not assign all or any portion of the title to the '318 Patent or '075 Patent to any third party, nor grant any exclusive license to the '318 Patent or '075 Patent to any third party, unless, in each case, such third party agrees to take an assignment or exclusive license subject to the terms of this Stipulated Consent Judgment and be treated as one of the Enjoined Parties hereunder. Any assignment in violation of this injunction shall be null and void.

9. Plaintiff is ordered, within 14 days of this Stipulated Consent Judgment, to file a copy of the signed Stipulated Consent Judgment in the United States Patent and Trademark Office with the assignment records for the '318 Patent and the assignment records for the '075 Patent. This Stipulated Consent Judgment shall run with the '318 Patent and '075 Patent and bind any subsequent assignees, transferees, or exclusive licensees.
10. This Court retains jurisdiction for purposes of enforcing compliance with the terms of this Stipulated Consent Judgment.

SO ORDERED.

Signed January 17th, 2024.



ED KINKEADE
UNITED STATES DISTRICT JUDGE