MICHAEL NG (SBN 237915)
Michael.Ng@kobrekim.com
DANIEL ZAHEER (SBN 237118)
Daniel.Zaheer@kobrekim.com
KIM KENNEDY (SBN 305499)
Kim.Kennedy@kobrekim.com
KOBRE & KIM LLP
150 California Street, 19th Floor
San Francisco, CA 94111
Telephone: (415) 582-4800
Fax: (415) 582-4811

Attorneys for Plaintiff
Fractus, S.A.

[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

Fractus, S.A., Plaintiff, v. Resmed Inc. and Resmed Corp., Defendants.	Case No. 3:25-cv-02680-LL-JLB **JOINT STIPULATION TO DISMISS RESMED INC. WITHOUT PREJUDICE**

JOINT STIPULATION TO DISMISS RESMED INC. WITHOUT PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and (a)(1)(B), Plaintiff Fractus, S.A. ("Fractus") and Defendants Resmed Inc. and Resmed Corp.,[1] by and through their respective attorneys, hereby stipulate to the following:

WHEREAS, on October 9, 2025, Fractus filed suit against Resmed Inc. and Resmed Corp. alleging that certain Resmed products including, but not limited to the Resmed AirSense 10 products, the Resmed AirCurve 10 products, the Resmed Connectivity Module products, the Resmed AirSense 11 products, and the Resmed AirCurve 11 products ("Accused Products") infringe U.S. Patent No. 8,456,365; U.S. Patent No. 8,674,887; U.S. Patent No. 8,593,349; U.S. Patent No. 8,362,960; and U.S. Patent No. 11,031,677 (the "Patents-in-Suit");

WHEREAS, Resmed Inc. and Resmed Corp. have represented and warrant that:

- Resmed Corp. is the Resmed entity that performs all of the allegedly infringing activities identified in the Complaint within the United States;
- Resmed Inc. does not perform any of the allegedly infringing activities identified in the Complaint within the United States;
- Resmed Inc. is a holding company for its operating subsidiaries, including Resmed Corp.;
- Resmed Inc. earns no revenue from the sales of the Accused Products within the United States; and
- Resmed Inc. earns no revenue from any sale, service, or other

[1] The parties also further stipulate and agree to use Resmed's preferred capitalization of its corporate names in these proceedings, including in the caption. Resmed Inc. and Resmed Corp. agree that any reference to "ResMed Inc." and "ResMed Corp." refer to those entities respectively, and that any reference to Resmed Inc. and Resmed Corp. refer to the entities named in any prior submissions as "ResMed Inc." and "ResMed Corp." (the capitalization previously used by the company).

commercial activity relating to software used with the Accused Products within the United States;

WHEREAS, Resmed Inc. and Resmed Corp. agree that Resmed Corp. will not refuse to provide discovery in the above-captioned case on the grounds that Resmed Inc., rather than Resmed Corp., is the entity in possession, custody, or control of such discovery, and that any such discovery will be admissible at trial or for any other purpose in this litigation as if Resmed Inc. were a party;

WHEREAS, Resmed Inc. and Resmed Corp. agree that Resmed Corp. will not object to any request for deposition in the above-captioned case on the grounds that the prospective deponent is an employee or officer of Resmed Inc., and that any such testimony will be admissible at trial or for any other purpose in this litigation as if Resmed Inc. were a party;

WHEREAS, Resmed Inc. and Resmed Corp. have warranted that Resmed Corp. (or any assignee of Resmed Corp.) is able to, and will maintain its ability to, satisfy any judgment against it in the above-captioned case;

WHEREAS, Resmed Inc. and Resmed Corp. warrant and represent that they will not take any action that will cause Resmed Corp. to be unable to fully satisfy any judgment entered in the above-captioned case, and Resmed Inc. will remain financially liable at the same level, if any, for any judgment resulting from the above-captioned case, as if Resmed Inc. were a party;

WHEREAS, the parties further agree that this Stipulation of Dismissal or any portion thereof is not, and shall not be argued to be evidence of, infringement or non-infringement, validity or invalidity, and shall not be presented to or mentioned in front of the jury at any trial of the above-captioned case for any purpose;

WHEREAS, Resmed Inc. and Resmed Corp. agree that in the event Fractus believes circumstances warrant re-filing suit against Resmed Inc. in the above-captioned case, any and all time-based limitations, considerations, or defenses—including, but not limited to, any damages period—shall be deemed to relate back

to the original filing date of the above-captioned case;

WHEREAS, in reliance upon the representations and warranties made above, Fractus agrees to dismiss Resmed Inc. without prejudice as allowed under Rule 41(a)(1)(A)(ii) and (a)(1)(B) of the Federal Rules of Civil Procedure.

WHEREAS, Fractus has not released, and nothing in this Stipulation shall be construed as a release or discharge of, any claim Fractus has or may have in the future against any defendant named in this action or any other asserted infringer of the Patents-in-Suit;

WHEREAS, Resmed Inc. warrants that neither Resmed Inc. nor any other subsidiary, holding company, or other entity under its control will file a declaratory judgment action on the Patents-in-Suit, except that Resmed Corp. may file a declaratory action for such relief; and

WHEREAS, Fractus expressly reserves all other rights;

THEREFORE, Fractus, Resmed Inc., and Resmed Corp., by and through undersigned counsel, hereby file this stipulation of dismissal without prejudice as to Resmed Inc., which stipulation is self-executing and therefore serves to dismiss Resmed Inc. from this action, without prejudice and with each party to bear its own fees and costs, with the Court to retain jurisdiction for purposes of enforcement of this stipulation or any dispute involving said enforcement.

IT IS SO STIPULATED.

Dated: January 26, 2026

Respectfully submitted,
PAUL HASTINGS LLP

By: /s/ Eric Lancaster

Eric Lancaster (SB# 244449)
ericlancaster@paulhastings.com
PAUL HASTINGS LLP
1117 S. California Avenue
Palo Alto, CA 94304
Telephone: (650) 320-1800
Facsimile: (650) 320-1900

Attorneys for Defendants
Resmed Inc. and Resmed Corp.

Respectfully submitted,
KOBRE & KIM LLP

By: /s/ Jessica K. Fender

MICHAEL NG (SBN 237915)
Michael.Ng@kobrekim.com
DANIEL ZAHEER (SBN 237118)
Daniel.Zaheer@kobrekim.com
KIM KENNEDY (SBN 305499)
Kim.Kennedy@kobrekim.com
KOBRE & KIM LLP
150 California Street, 19th Floor
San Francisco, CA 94111
Telephone: (415) 582-4800
Fax: (415) 582-4811

GEORGE STAMATOPOULOS
Pro hac vice (NY Bar No. 5163340)
george.stamatopoulos@kobrekim.com
JESSICA FENDER
Pro hac vice (NY Bar No. 5385299)
Jessica.Fender@kobrekim.com
KOBRE & KIM LLP
800 3rd Avenue
New York, NY 10022
Telephone: 212-488-1200
Facsimile: 212-488-1220

ZACHARY RITZ (SBN 301281)
Zachary.Ritz@kobrekim.com
KOBRE & KIM LLP
201 Biscayne Blvd #1900
Miami, FL 33131
Telephone: (305) 967-6100
Fax: (305) 967-6120

Attorneys for Plaintiff
Fractus, S.A.

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Eric Lancaster, and that I have obtained authorization to affix Mr. Lancaster's electronic signature to this document.

Dated: January 26, 2026

/s/ Jessica K. Fender
Jessica K. Fender