

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

**AGIS SOFTWARE DEVELOPMENT
LLC,**

Plaintiff,

v.

**HUAWEI DEVICE USA INC., HUAWEI
DEVICE CO., LTD., HUAWEI DEVICE
(DONGGUAN) CO., LTD.,**

Defendants.

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**CIVIL ACTION NO. 2:17-CV-00513-JRG
(LEAD CASE)**

ORDER

Before the Court is Plaintiff AGIS Software Development LLC (“AGIS”) and Defendants Huawei Device USA Inc., Huawei Device Co., Ltd., and Huawei Device (Dongguan) Co., Ltd.’s (collectively “Huawei”) Motion to Dismiss with Prejudice (the “Motion”). (Dkt. No. 346.) AGIS and Huawei have settled their respective claims asserted in Case No. 2:17-cv-513. Accordingly, the parties request that all claims for relief asserted by AGIS against Huawei be dismissed with prejudice and that all attorneys’ fees, expenses, and costs be borne by the party that incurred them. The parties also request that the Court retain jurisdiction over any disputes which may arise concerning the agreement executed by the parties settling Case No. 2:17-cv-513.

Having considered the Motion, the Court is of the opinion that it should be and hereby is **GRANTED**. It is therefore **ORDERED** that all claims asserted by Plaintiff AGIS against Defendants Huawei in Case No. 2:17-cv-513 are **DISMISSED WITH PREJUDICE**. All attorneys’ fees, expenses, and costs shall be borne by the party that incurred them. Any pending motions in Case No. 2:17-cv-513 are **DENIED AS MOOT**. It is further **ORDERED** that the Court retains jurisdiction over any disputes between Plaintiff AGIS and

and Defendants Huawei concerning the agreement executed by the parties settling Case No. 2:17-cv-513.

So ORDERED and SIGNED this 13th day of March, 2019.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE