

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

HID GLOBAL CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 21-1769 (GBW)
	)	(CONSOLIDATED)
VECTOR FLOW, INC. et al.,	)	
	)	
Defendants.	)	

**STIPULATED CONSENT PARTIAL JUDGMENT AND PERMANENT INJUNCTION**

WHEREAS, Plaintiff HID Global Corporation (“Plaintiff” or “HID”), brought the above-caption action alleging:

- patent infringement against Defendant Vector Flow, Inc. (“Vector Flow”);
- trade secret misappropriation against Vector Flow and Ajay Jain, Vikrant Ghai, and Shailendra Sharma (collectively, “Defendants”);
- breach of contract against Ajay Jain, Vikrant Ghai, and Shailendra Sharma (collectively, “Individual Defendants”);
- breach of fiduciary duty against Vikrant Ghai; and
- breach of fiduciary duty against Shailendra Sharma.

WHEREAS, this Court has jurisdiction over the subject matter of all counts and claims in this action and over the parties thereto.

WHEREAS venue is proper in this judicial district.

WHEREAS, for purposes of this Order, including the subsequent permanent injunction and judgment, the following definitions shall apply:

- i. “The Asserted ’704 Patent” shall mean U.S. Patent No. 8,234,704;

- ii. “Accused Products” shall mean Vector Flow’s physical identity and access management (“PIAM”) software, platform, and suite, including its Physical Workforce Identity and Management Suite, which were found to have been developed through misappropriation of HID’s Asserted Trade Secrets and which were separately found to infringe claim 11 of the Asserted ’704 Patent;
- iii. “HID’s Asserted Trade Secrets” shall mean those HID trade secrets that the jury found were misappropriated (*see* D.I. 500, 501), which are listed here by name:
  - SQL tables, schema, and stored procedures for the HID SAFE software, and
  - Test Cases for the HID SAFE software;
- iv. “SOC Products” shall mean Vector Flow’s security operations center software, platform, and suite, as developed and commercialized by the Individual Defendants that compete with HID SAFE™ Risk Analytics product including Vector Flow’s software, platforms, and suites directed to risk analytics, identity security intelligence, physical security compliance, physical security risk management, and physical security identity analytics. This includes all portions of said software, platforms, and suites, including all features, modules, applications, and user interfaces;
- v. “The Non-Compete Agreements” shall mean the identical Non-Competition and Non-Solicitation Agreement agreements the Individual Defendants each signed with HID on March 25, 2015. Each such agreement was lodged in the record in this case as exhibits to HID’s Trial Brief in Support of its Breach of Contract and Fiduciary Duty Claims on February 9, 2024 (D.I. 508) (PTX-120) (Jain); PTX-121 (Ghai); PTX-122 (Sharma)).

WHEREAS, HID is the owner of the Asserted '704 Patent.

WHEREAS, HID is the owner of HID's Asserted Trade Secrets.

WHEREAS, the Individual Defendants executed and agreed to abide by the terms in the Non-Compete Agreements.

WHEREAS, section 3 of the Non-Compete Agreements provides that in the event of a breach, HID "would sustain irreparable harm" and further provides that HID "shall be entitled to obtain equitable relief."

WHEREAS, Defendants have manufactured, sold, and/or distributed the Accused Products and the SOC Products both domestically and internationally.

WHEREAS, following a jury trial, the jury returned a verdict on January 23, 2024 (D.I. 500, 501) in favor of HID, finding that Vector Flow directly infringed and indirectly infringed through inducement claim 11 of the Asserted '704 Patent and that this infringement was willful, and that all Defendants willfully misappropriated HID's Asserted Trade Secrets.

WHEREAS, HID and Defendants have entered into a settlement agreement to resolve this action, and as part of that agreement, the parties hereby stipulate and consent to a permanent injunction and judgment as to the claims that were tried before the jury ("the Consent Permanent Injunction and Judgment") as set forth herein.

WHEREAS, each of the Individual Defendants are represented, and have been advised, by legal counsel of his choice, and each Individual Defendant has read and understands his obligations under the Consent Permanent Injunction and Judgment set forth herein.

WHEREAS, the parties hereto waive any right to appeal the Consent Permanent Injunction and Judgment, to have it vacated or set aside, to seek or obtain a new trial thereon, or otherwise attack in any way, directly or collaterally, its validity and enforcement in the absence



of proceedings to enforce the terms of the Consent Permanent Injunction and Judgment, if any. In the event of proceedings to enforce the Consent Permanent Injunction and Judgment, neither party has the right to appeal issues related to the validity and enforceability of the Consent Permanent Injunction and Judgment, however either party may appeal any findings or determinations as to whether conduct was in violation of the restrictions set forth in the Consent Permanent Injunction and Judgment.

HID and Defendants, by and through their undersigned counsel, have therefore stipulated and agreed to the entry of the Consent Permanent Injunction and Judgment against Defendants in accordance with the terms set forth herein.

#### **PERMANENT INJUNCTION**

All parties request entry of this Consent Permanent Injunction and agree to fully be bound by its terms. And the Court finding good cause, **IT IS HEREBY ORDERED, ADJUDGED and DECREED** that HID is entitled to a permanent injunction against Defendants as follows:

This injunction shall take effect forty-five (45) days from the date this Order is docketed by the Court. Individual Defendants and Vector Flow, itself or through its officers, agents, members, managers, directors, affiliates, servants, employees, contractors and consultants and all others who are in active concert or participation with any of them as contemplated by Rule 65(d)(2) of the Federal Rules of Civil Procedure, or in privity with any of them, whether or not in the United States, are permanently restrained and enjoined from the actions set forth below.

- a) No Defendant shall aid any person in any way if such Defendant knows or should reasonably know that such aid would violate the terms of this Permanent Injunction.
- b) This Permanent Injunction and the rights and obligations of the parties hereunder, shall bind each party and his or its respective successors, assigns, heirs, and distributes.

- c) This Court shall retain jurisdiction of this matter to the extent necessary to construe, enforce, or implement this Consent Permanent Injunction and/or Judgment and the underlying Settlement Agreement upon the application of any party. Without limiting the generality of the foregoing, either party shall bring any action to enforce or construe any provision of this Order or the Settlement Agreement solely by reopening this matter in this Court.

Patent Infringement

Vector Flow is hereby permanently enjoined and restrained from:

- d) making, using, selling, or offering for sale within the United States, or importing into the United States the Accused Products which include Vector Flow's PIAM software, platform, and suite, including its Physical Workforce Identity and Management Suite, that was found to infringe claim 11 of the Asserted '704 Patent, or any colorable variations thereof, through the expiration date of the Asserted '704 Patent.

Trade Secret Misappropriation

The Individual Defendants and Vector Flow are hereby permanently enjoined and restrained from:

- e) Using HID's Asserted Trade Secrets for any purpose;
- f) Developing, marketing, distributing, providing customer support, offering for sale, or selling—either directly or indirectly—Vector Flow's physical identity and access management ("PIAM") software, platform, and suite, including its Physical Workforce Identity and Management Suite, which were found to have been developed through misappropriation of HID's Asserted Trade Secrets;
- g) Disclosing, disseminating, copying, duplicating, transferring, further misappropriating, accessing, or providing third parties access to HID's Asserted Trade Secrets.

Non-Compete Agreements

The Individual Defendants are hereby permanently enjoined and restrained from:

- h) Designing, developing, marketing, distributing, providing customer support, offering for sale, or selling—either directly or indirectly—the SOC Products as defined herein.

CONSENT PARTIAL JUDGMENT

All parties request entry of this Consent Final Judgment without a hearing or further court proceedings. Each party will bear its own costs and attorneys' fees for this action.

Judgment is entered in favor of HID and against Vector Flow for infringement of claim 11 of the Asserted '704 Patent;

Judgment is entered in favor of HID and against the Individual Defendants and Vector Flow for misappropriation of HID's Asserted Trade Secrets.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Jennifer Ying*

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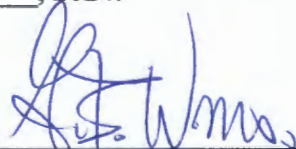
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*Attorneys for Defendants*

IT IS SO ORDERED, this 11th day of March, 2024.

  
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Honorable Gregory B. Williams