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JS-6

21 Attorneys for Petitioner LIFETIME PRODUCTS, INC.

22 **UNITED STATES DISTRICT COURT**  
23 **CENTRAL DISTRICT OF CALIFORNIA**

24 LIFETIME PRODUCTS, INC.,  
25  
26 Petitioner,

27 vs.

28 MAXCHIEF INVESTMENTS, LTD.,  
SHICHANG METALS FACTORY,  
LTD., and EXCELLENT TRIPOD  
TRADING CO., LTD.

Respondents.

CASE NO: 8:18-CV-01230-JVS-ADS

**FINAL JUDGMENT**

Date: November 19, 2018  
Time: 1:30 P.M.  
Place: Court Room 10C,  
411 West 4th Street, Santa Ana, CA  
92701-4516

Honorable District Judge James V. Selna

1 This Court HEREBY ENTERS FINAL JUDGMENT as follows:

2 1. The final and interim arbitration awards for Lifetime Products, Inc.  
3 (“Lifetime”) are confirmed in all respects.

4 2. Respondents Maxchief Investments, Ltd., Shichang Metals Factory, Ltd.,  
5 and Excellent Tripod Trading Co., Ltd. (collectively “Maxchief”) shall pay the sum of  
6 \$9,710,764.50 to Lifetime. This total includes: past infringement damages of  
7 \$9,203,140.05; ongoing royalties for the first two quarters of 2018 of \$382,424.69;  
8 \$30,346.00 for attorneys’ fees; \$2,134.16 for costs associated with this Action; and post-  
9 judgment interest thru November 14, 2018 totaling \$92,719.75.


10 3. Maxchief shall pay an ongoing royalty each calendar quarter of 1.25% on all  
11 revenue generated from the following infringing tables: BT-04J, BT-06FJ, BT-08FA,  
12 BT-36FA, BT-06FEG, BT-05FW, BT-06A, BT-06A-003, BT-06BK, BT-06FM, BT-  
13 06M, BT-06N, BT-06FJL, PT-27, PT-28, PT-38, BT-06E, BT-05J, BT-05FJ, BT-04M.

14 4. Maxchief shall pay an ongoing royalty each calendar quarter of \$0.39 for  
15 each unit sold of the BT-06FJ, BT-06FW, BT-06FJL, BT-48F tables; \$0.33 for each unit  
16 sold of the BT-05FJ, BT-36FA, BT-05FW tables; and \$0.18 for each unit sold of the BT-  
17 04FA table.

18 5. Maxchief shall make payment and report all sales subject to the ongoing  
19 royalty to Lifetime no later than 45 days after the close of each calendar quarter.

20 6. Maxchief shall continue to pay post-judgment interest at the rate of \$582.45  
21 per day until Maxchief has satisfied the judgment.

22  
23  
24 DATED: November 26, 2018

25 By:   
26 James V. Selna  
27 UNITED STATES DISTRICT COURT JUDGE  
28