

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**OMEGA PATENTS, LLC,**

**Plaintiff/Counter Defendant,**

**-vs-**

**Case No. 6:05-cv-1113-Orl-22DAB**

**FORTIN AUTO RADIO, INC., and  
DIRECTED ELECTRONICS, INC.,**

**Defendants/Counter Claimants.**

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**FINAL JUDGMENT ORDER**

**I. INTRODUCTION**

This cause comes before the Court for consideration of Plaintiff's, Omega Patents, LLC, Motion for Final Judgment (Doc. 268), filed February 21, 2007, to which Defendant, Directed Electronics, Inc. has responded (Doc. 271) and Defendant's Motion for Entry of Final Judgment (Doc. 270), filed March 5, 2007, to which Plaintiff has responded (Doc. 282) and Defendant has replied thereto (Doc. 288). After carefully considering the matter, the Court **GRANTS** Plaintiff's Motion for Final Judgment (Doc. 268) and **GRANTS IN PART** and **DENIES IN PART** Defendant's Motion for Entry of Final Judgment (Doc. 270).

**II. BACKGROUND**

On February 12, 2007, at the conclusion of a two week trial the Jury determined that Defendant, Directed Electronics (DEI), willfully infringed Plaintiff's, Omega Patents, LLC, U.S. Patent No. 6,001,460 Claims 26 and 29 ('460 Patent); U.S. Patent No. 6,756,885

Claims 1-3, 5, 7-11, 16-19, 24-26, 32, 37-40 ('885 Patent); and U.S. Patent No. 6,812,829 Claims 1, 4, 6-7, 35, 38, 40-41 ('829 Patent) (Collectively Omega's Patents).<sup>1</sup> Doc. 260 at 2-3. Additionally, the Jury found all of Omega's Patents to be valid and that DEI had no license, either express or implied, covering any of its products. *Id.* at 3-4. The Jury found for Omega and against DEI on every question. The Jury awarded Omega \$614,888.00 in damages. The Jury did not find a specific royalty rate.

After the Jury reached its verdict Omega filed a motion for final judgment, in which it requested attorneys fees, treble damages, and a permanent injunction. DEI, in addition to opposing Omega's motion, filed a motion for final judgment, in which it requested a compulsory license.

**III. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND  
AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. ON THE VALIDITY  
OF THE FOLLOWING PATENTS-IN-SUIT**

Defendant withdrew its defense of invalidity on U.S. Patent No. 6,001,460. On the remaining defenses of invalidity raised by Defendant concerning the patents-in-suit, the Jury having rejected each such defense, the Court hereby **ORDERS AND ADJUDGES** that Claims 26 and 29 of U.S. Patent No. 6,001,460; Claims 31, 33, 34, 43, 45 and 46 of U.S. Patent No. 6,529,124; Claims 1, 2, 3, 5, 7, 8, 9, 10, 11, 16, 17, 18, 19, 24, 25, 26, 32, 37, 38, 39 and 40 of U.S. Patent No. 6,756,885; and Claims 1, 4, 6, 7, 35, 38, 40 and 41 of U.S.

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<sup>1</sup> These claims constitute all of the claims asserted and put before the jury.

Patent No. 6,812,829 are valid, and the defenses and counterclaims of Defendant asserting patent invalidity are hereby dismissed.

**IV. JUDGMENT IN FAVOR OF DEFENDANT DIRECTED ELECTRONICS, INC. AND AGAINST PLAINTIFF OMEGA PATENTS, LLC ON THE INVALIDITY OF CERTAIN CLAIMS IN THE PATENTS-IN-SUIT.**

In accordance with the Court's ruling on Defendant Directed Electronics, Inc.'s summary judgment motions (Docs. 207 and 218), the Court hereby **ORDERS AND ADJUDGES** that Claims 17, 18, 20, 23, and 25 of U.S. Patent No. 6,001,460; Claims 39, 40, 44, 45, 47, 48, 49, 50, 52, 54, and 56 of U.S. Patent No. 6,234,004; Claims 1, 2, 3, 4, 5, 7, 8, 9, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 29, 30, 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 45, 47, 49, 50, 51, 52, 53, 56, 57, 58, 59, 61, and 63 of U.S. Patent No. 6,249,216; and Claims 1, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, and 47 of U.S. Patent No. 6,275,147 are invalid.<sup>2</sup>

**V. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. FOR PATENT INFRINGEMENT OF THE '460 PATENT**

In accordance with the Jury's verdict, the Court **ORDERS AND ADJUDGES** that the following claims of the '460 Patent have been infringed by Defendant Directed Electronics, Inc.: Claims 26 and 29.

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<sup>2</sup> Section IV is the extent to which the Court adopts DEI's Motion for Final Judgment. These were the only claims listed in DEI's Motion as it pertained to invalidity. Therefore the Court only strikes these claims as invalid.

**VI. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND  
AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. FOR PATENT  
INFRINGEMENT OF THE '124 PATENT**

In accordance with the Jury's verdict, the Court **ORDERS AND ADJUDGES** that the following claims of the '124 Patent have been infringed by Defendant Directed Electronics, Inc.: Claims 31, 33, 34, 43, 45 and 46.

**VII. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND  
AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. FOR PATENT  
INFRINGEMENT OF THE '885 PATENT**

The Court, having found Claim 16 of the '885 Patent infringed, and in accordance with the Jury's verdict, the Court **ORDERS AND ADJUDGES** that the following claims of the '885 Patent have been infringed by Defendant Directed Electronics, Inc.: Claims 1-3, 5, 7-11, 16-19, 24-26, 32 and 37-40.

**VIII. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND  
AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. FOR PATENT  
INFRINGEMENT OF THE '829 PATENT**

In accordance with the Jury's verdict, the Court **ORDERS AND ADJUDGES** that the following claims of the '829 Patent have been infringed by Defendant Directed Electronics, Inc.: Claims 1, 4, 6, 7, 35, 38, 40 and 41.

**IX. JUDGMENT IN FAVOR OF PLAINTIFF OMEGA PATENTS, LLC AND AGAINST DEFENDANT DIRECTED ELECTRONICS, INC. ON THE ISSUE OF AN EXPRESS OR IMPLIED LICENSE COVERING THE ACCUSED PRODUCTS**

The Jury having found that none of the accused products were licensed, either expressly or impliedly, the Court **ORDERS AND ADJUDGES** that the DEI CAN1, 456A, 456B, 455G, 456G, 457C, 457G and 555G are not licensed under the '551 Patent.

**X. JUDGMENT FOR PLAINTIFF OMEGA PATENTS, LLC ON THE ISSUE OF ENHANCED DAMAGES AND ATTORNEYS' FEES**  
**ATTORNEYS' FEES AND TREBLE DAMAGES**

Omega moves for attorney's fees and treble damages. Title 35 U.S.C. § 284 directs this Court:

Upon finding for the claimant the court shall award the claimant damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court. . . .

[T]he court may increase the damages up to three times the amount found or assessed.

35 U.S.C. § 284. Regarding attorneys' fees, 35 U.S.C. § 285 states "[t]he court in exceptional cases may award reasonable attorney fees to the prevailing party." 35 U.S.C. § 285. The Court has the discretion to award enhanced damages. *American Med. Sys. v. Med. Eng'g Corp.*, 6 F.3d 1523, 1532 (Fed. Cir. 1993). Enhancing the damages is appropriate in cases involving bad faith or willfulness. *Jurgens v. CBK, Ltd.*, 80 F.3d 1566, 1570 (Fed. Cir. 1996). The standard for determining whether to award treble damages and attorneys fees is the same. *Read Corp. v Portec, Inc.*, 970 F.2d 816, 827 (Fed. Cir. 1992) (abrogated

on other grounds); *Transclean Corp. v. Bridgewood Servs., Inc.*, 290 F.3d 1364, 1379 (Fed. Cir. 2002). The Court considers the *Read* factors in determining treble damages and attorneys fees. Those factors are:

1. Whether the infringer deliberately copied the ideas or design of another;
2. Whether the infringer, when he knew of the other's patent protection, investigated the scope of the patent and formed a good-faith belief that it was invalid or that it was not infringed; and
3. The infringer's behavior as a party to the litigation;
4. Defendant's size and financial condition;
5. Closeness of the case;
6. Duration of defendant's misconduct;
7. Remedial action by the defendant;
8. Defendant's motivation for harm;
9. Whether defendant attempted to conceal its misconduct.

*Read Corp.*, 970 F.2d at 827.

Regarding the copied invention factor, Omega argues that DEI could not keep up with Omega's innovations so DEI entered secret agreements with Fortin, a licensee of Omega, to obtain Omega's technology. DEI argues that no evidence was presented that DEI deliberately copied Omega's inventions, stating that five of the eight accused products were developed before DEI's agreement with Fortin. DEI claims that it only received 'data words' from Fortin. Omega introduced evidence that Fortin admitted that its products infringed Omega's patents. Pl.'s Ex. 2.<sup>3</sup> It was the technology in these products that DEI copied. Pl.'s Ex. 3. The Court finds for Omega on this factor: DEI deliberately copied Omega's inventions.

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<sup>3</sup> All exhibit references are to trial exhibits.

With the second factor, Omega argues DEI advanced multiple trial positions in bad faith. Omega notes that after the Court rejected all of DEI's claim construction definitions<sup>4</sup> DEI took the position that the Court's adoption of Omega's definitions had no impact on DEI's non-infringement contention, which gives rise to the question: why did DEI contest Omega's definitions in the first place. Omega argues that DEI based its entire invalidity argument on the testimony of Mr. Roman, who refused to answer even the most basic questions during cross-examination and took ridiculous positions.<sup>5</sup> Omega further contends that DEI went after Mr. Flick, the CEO of Omega, personally, stating that he lacked the education to patent his inventions.

DEI counters Omega's contentions with a position based on optimism and not much else. DEI argues that essentially it forced Omega to drop four of the eight original patents-in-suit. DEI contends that it analyzed its defenses carefully.

The Court agrees with Omega in that the majority of the defenses presented by DEI were nothing more than smoke screens. Mr. Roman, the backbone of DEI's case, was not a credible witness. On cross-examination, he was hostile, combative, and completely non-responsive. When Omega would ask a simple yes or no question Mr. Roman would refuse to answer or give a response that was completely irrelevant.

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<sup>4</sup> The Court did rule for DEI on the signal enabling means term. But that ruling found the term to be invalid. The Court did not adopt DEI's definition.

<sup>5</sup> For example, Mr. Roman represented that a piece of prior art had been incorporated in a car because Mr. Roman transported the circuit board in a car.

DEI's claim that half of the original patents-in-suit were not on the verdict form being evidence of its good faith defenses is unavailing. Although the Court applauds DEI's attempt to always view the cup as half full, this cup runneth empty. The Jury found for Omega on every claim of the patents put on the verdict form. Also, the Jury found against DEI on all of its defenses. Additionally, the Jury found DEI willfully infringed Omega's Patents. Doc. 260 at 7. While it is true that the Court agreed with DEI that one of the claim terms was indefinite, on the other eighteen terms the Court found for Omega.

Likewise, this was not a "close" case. DEI reasserts the paring down of patents at issue to show that this was a close case. Again, the fact that the patents that ended up on the verdict form did not include all of the patents originally asserted is irrelevant. Yes, the Court eliminated one with its claim construction, but the others were removed by Omega. Why Omega withdrew the patents does not matter; what matters is that the Jury overwhelmingly concluded that the final patents-in-suit were willfully infringed by DEI.

DEI argues that the case could have been closer if the Court had given an instruction similar to the language it employed in its summary judgment order. First, this argument is a tacit acknowledgment that the case was not close at all. Secondly, the Court agreed with the Plaintiff in that the language desired by DEI was adequately covered in the jury instruction on anticipation. Shifting blame to the Court as to why DEI lost offers no proof that the case was close.

Regarding DEI's conduct during the litigation, Omega contends that it was outrageous. Omega claims that DEI conspired to keep Omega from obtaining licensees. Omega further argues that DEI tried to bankrupt Omega by making it run up litigation

expenses. To this end, Omega asserts that DEI fabricated an implied license defense, stemming from a reputed conversation between Mr. Flick and Mr. Minarik, CEO of DEI, in Hong Kong, wherein Mr. Flick granted Mr. Minarik an implied license. DEI's Vice President signed an interrogatory under penalty of perjury to this effect. At trial, Mr. Minarik denied ever having this conversation. This issue could have been decided on summary judgment if not for DEI's representation in its interrogatories.

DEI does not respond to this argument. The Court is not sure how it could respond. After giving testimony regarding the ethical and charitable culture of DEI, Mr. Minarik essentially admitted that DEI fabricated a story to this Court. The Court finds for Omega on this factor.

As to the size and financial condition of DEI, Mr. Minarik testified that it brought in over \$300 million a year in revenue. The company also yearly spends over ten million dollars in research and development. It is one of the biggest companies in its industry. DEI's might was on display in the courtroom with three attorneys at counsel table, not including DEI's general counsel, another taking notes in the courtroom and three more working remotely on the case. This factor also militates towards Omega.

The other factors do not weigh heavily in the Court's decision. They do not favor one party over the other. Nevertheless, it is apparent from the first five factors that DEI's behavior was egregious. DEI's disregard for the patent system was flagrant. DEI made a business decision to trample Omega's patents. It attempted to induce others in the marketplace to do the same, knowing that there was no way a small company like Omega could bring patents suits against all of them. It is clear to this Court that DEI's willful

infringement warrants both treble damages, the maximum enhancement allowed, and payment of Omega's attorneys' fees.

**XI. JUDGMENT FOR PLAINTIFF OMEGA PATENTS, LLC AGAINST  
DEFENDANT DIRECTED ELECTRONICS, INC. FOR INFRINGEMENT OF THE  
'460, '124, '885 and '829 PATENTS**

The Jury having rendered its verdict on Count III of Plaintiff Omega Patents, LLC against Defendant Directed Electronics, Inc. on the '460, '124, '885 and '829 Patents for infringement, and the issues having been duly tried, and the Jury having rendered a valid verdict, it is **ORDERED AND ADJUDGED** that Plaintiff, Omega Patents, LLC recover of Defendant, Directed Electronics, Inc., on the claims of patent infringement and pursuant to 35 U.S.C. § 284, the sum of Six Hundred Fourteen Thousand, Eight Hundred and Eighty-Eight (\$614,888), such damages are hereby enhanced in accordance with 35 U.S.C. §284 for a total award of \$1,844,644, **for which sum let execution issue.**

**XII. PERMANENT INJUNCTIVE RELIEF AGAINST DEFENDANT DIRECTED  
ELECTRONICS, INC.**

Pursuant to 35 U.S.C. § 283, Omega requests this Court to grant a permanent injunction against DEI from further acts of willful infringement of Omega's patents. DEI contends that it is entitled to a compulsory license. Since these outcomes are mutually exclusive and the Jury overwhelmingly found for Omega the Court will start with the issue of a permanent injunction.

Recently, the Supreme Court rejected the Federal Circuit's traditional rule dictating trial courts issue permanent injunctions against patent infringement absent exceptional

circumstances. *Monsanto Co. v. Scruggs*, 459 F.3d 1328, 1342 (Fed. Cir. 2006) (citing *MercExchange, L.L.C., v. eBay Inc.*, 126 S.Ct. 1837 (2006)). In *eBay*, the Supreme Court directed lower courts to employ its standard four part test for permanent injunctions. *eBay*, 126 S.Ct. at 1839. The four elements a plaintiff must show are:

1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.

*Id.*

The first element is irreparable injury. Omega points out the Jury found that DEI willfully infringed Omega's patents. Mr. Flick testified that he was particular and selective as to whom he licensed his patents. DEI competes against the licensees of his patents. Omega has been calculated in limiting the licensing of its patents to a few participants to prevent over saturation of the market. To this end, Omega has refused to license its patents to multiple companies.

DEI argues that Omega will not be harmed because it will receive revenue from the license. DEI contends that since Omega is not a direct competitor of DEI licensing its patents to DEI would only increase Omega's revenue. DEI further argues Omega's willingness to license its product to multiple entities belies its argument that it has a right to exclude. DEI argues that Omega's true reason for limiting the number of licensees is to make money. DEI then claims that Omega did not really have a restrictive program because it offered to license its patents to DEI the weekend before trial in settlement negotiations. DEI believes what would be fair is for the Court to enter a compulsory license.

Mr. Flick does not employ his patents in a licensing scheme to maximize the number of licensees. Mr. Flick testified that he was particular and selective in choosing his licensees because he wanted to build a relationship with them. He wanted to have a mutually beneficial relationship with his licensees where both parties profited and the licensee worked with Mr. Flick to improve the technology of the patents. He specifically did not want to flood the market by licensing his patents to any and all comers.

DEI's arguments that, on one hand, licensing to DEI would increase Omega's revenue and, on the other hand, the 'real' purpose of Omega's restrictive licensing program was to increase revenue are non sequitur. The purpose of the restrictive licensing program is to assure that both Omega and its licensees have an opportunity to make a profit and that the technology of Omega's patents is further developed. For this Court to give an entity, who willingly infringed Omega's patents, a compulsory license to Omega's patents would be to inflict irreparable injury on Omega. On the other hand, a permanent injunction would allow Omega to create relationships with venders on Omega's, the patent holder, terms. Otherwise, any party could infringe a patent, be found culpable of doing so, and then impose a license on that patent holder. Overall, this factor militates towards a permanent injunction

DEI contends that monetary damages would be adequate under a compulsory license. DEI argues that the purpose of Omega's restrictive licensing agreement was to create high profit margins. DEI contends that since it is not a direct competitor of Omega, DEI would not injury Omega's interests.

DEI ignores Mr. Flick's testimony, in which he reveals his basis for the restrictive licensing program. Omega sought to create relationships with licensees where the parties

could profit but also where licensees would not be subjected to any unfair competition. It was also imperative for Mr. Flick to trust his licensees. In the Court's view, DEI's obfuscation regarding the implied license was reason enough for Mr. Flick not to trust DEI. It would be unjust to force Mr. Flick to enter an agreement with an entity that he did not trust. Furthermore, DEI insists on an agreement where the royalty it would pay to Omega would undercut all of Omega's other licensees, effectively giving DEI an unfair advantage over them. The Court finds monetary damages to be inadequate.

DEI's argument that the balance of hardships heavily favor it is woefully unavailing. Curiously, DEI still contends that the infringing products fall within the scope and technology of Omega's U.S. Patent No. 5,719,551 ('551 Patent). DEI is effectively arguing that it has an express or implied license to make the infringing products through its license for the '551 Patent. DEI proposed this exact theory to the Jury in regards to why it had a license to make the infringing products. The Jury rejected this argument; the Court does too. The balance of hardships are against DEI, the willing infringer.

Both parties agree that there are no public interest concerns in this dispute. This factor favors neither party. The weight of the analysis of the whole test overwhelmingly favors the grant of a permanent injunction.

Regarding DEI's revelation of the parties' settlement negotiation, the Court finds DEI's zinger to be counterproductive to its interests. A license offered during settlement is irrelevant at this stage. It demonstrates that Omega was sincere in its attempt to settle this case; any offer of settlement without a license would have been meaningless to DEI. It also shows that Omega offered DEI what it now seeks before the outcome of the trial was

decided: the right to use Omega's patents. While in a position of strength, DEI rejected Omega's offer and then proceeded to lose on every single question presented to the Jury.

Now, in a position of weakness, DEI has the audacity to represent to this Court that, even though DEI was thoroughly routed at trial, the proper outcome is for a license of Omega's patents— what DEI rejected in the first place. DEI acts as if it were the victor and not the willful infringer. The Court is befuddled by DEI's posturing. It would have been helpful had DEI filed a motion for final judgment that addressed the scope and details of a permanent injunction.<sup>6</sup> Instead DEI's proposed final judgment is almost completely irrelevant and worthless. Thus, the Court relies heavily on the language from Omega's proposed final judgment (Doc. 268-2).

The Jury's finding of patent infringement is supported by substantial evidence as to Defendant Directed Electronics, Inc. The evidence that DEI has willfully infringed and continues to willfully infringe all patents, and is causing and contributing to and inducing the infringement of others of the '460, '124, '885, and '829 Patents is substantial. It would be unacceptable to force Omega to grant a license to DEI for future use of patented methods, systems or devices. To do so would effectively reward DEI for its egregious behavior. Omega has met the *eBay* standards, demonstrating that an injunction is the appropriate remedy in the instant case. Defendant Directed Electronics is hereby enjoined from infringing the asserted claims of the '460, '124, '885, and '829 Patents. Furthermore, DEI

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<sup>6</sup> DEI could have covered its reasons for a compulsory license and then incorporated an 'in the alternative' section informing the Court how it would word a permanent injunction.

is enjoined from the manufacture, use, sale or offer for sale of the accused products in dispute, the DEI 455G, 456A, 456B, 456G, 457C, 457G, 555G, and CAN-1.

In accordance with the findings of fact and conclusions of law regarding the permanent injunction, it is **ORDERED AND ADJUDGED** as follows: Defendant Directed Electronics, Inc., and its principals, officers, agents, servants, employees, directors, affiliates, subsidiaries and those persons under their control or acting in concern or participation with them or others with actual knowledge of this Final Judgment and Permanent Injunction are hereby permanently enjoined and prohibited from making, using, selling or offering to sell or providing directly or indirectly in any manner any products that infringe Claims 26 and 29 of U.S. Patent No. 6,001,460; Claims 31, 33, 34, 43, 45 and 46 of U.S. Patent No. 6,529,124; Claims 1, 2, 3, 5, 7, 8, 9, 10, 11, 16, 17, 18, 19, 24, 25, 26, 32, 37, 38, 39 and 40 of U.S. Patent No. 6,756,885; and Claims 1, 4, 6, 7, 35, 38, 40 and 41 of U.S. Patent No. 6,812,829, and from directly or indirectly making, using or applying or using any method or system claimed in the asserted claims of the '460, 124, '885 and '829 Patents, or selling or offering for sale any apparatus or system described in the aforesaid patent claims or inducing infringement by others or contributing to infringement by others, or otherwise infringing the asserted claims of the '460, 124, '885 and '829 Patents found to have been infringed; and it is further

**ORDERED AND ADJUDGED** that Defendant Directed Electronics, Inc. shall cease making, selling, offering to sell or using any of the infringing products, including but not limited to, those products referred to or previously referred to in any manner which would infringe the asserted claims of the '460, 124, '885 and '829 Patents; and it is further

**ORDERED AND ADJUDGED** that Defendant Direct Electronics, Inc. shall not make, use, sell or offer for sale the products known or formerly known as the DEI 455G, 456A, 456B, 456G, 457C, 457G, 555G and CAN-1, shall destroy all existing products, make efforts to recall any products in the possession of Defendant's customers and provide a verified report to this Court outlining all efforts to comply with this Injunction within sixty (60) days of this date.

**XIII. JUDGMENT IN FAVOR OF OMEGA PATENTS, LLC ON THE COUNTERCLAIMS OF DEFENDANT DIRECTED ELECTRONICS, INC.**

The Jury having resolved the issues against Defendant Directed Electronics, Inc. and in favor of Plaintiff Omega Patents, LLC, Defendant Directed Electronics, Inc. shall take nothing on its respective Counterclaims.

**XIV. JUDGMENT FOR PLAINTIFF OMEGA PATENTS, LLC ON THE ISSUE OF ATTORNEYS' FEES**

The Jury having determined the issue of willfulness and infringement, and the Court finding that an enhancement of damages is appropriate under 35 U.S.C. §284, and Plaintiff Omega Patents, LLC having moved for an award of attorneys' fees, the Court concludes that Plaintiff is entitled to an award of attorneys' fees against Defendant Directed Electronics, Inc. for all of the reasons supporting enhanced damages. It would be inherently unfair to have Plaintiff bear the financial burden of Defendant's willful infringement. The Court finds that this is an exceptional case for purposes of granting such fees for the purposes noted here and above; it is **ORDERED AND ADJUDGED** that Plaintiff is entitled to an award of

reasonable attorneys' fees, this Court shall reserve jurisdiction for purposes of determining the amount of fees to which Plaintiff shall be entitled and for determining the costs that shall be assessed in this action under a bill of costs. This matter is referred to United States Magistrate Judge David A. Baker.


**XV. OTHER MATTERS**

**ORDERED AND ADJUDGED** that the rulings of the Court during the course of litigation are adopted and incorporated by reference herein; it is further

**ORDERED AND ADJUDGED** that any pending motions, including Defendant's Rule 50 motion, are hereby denied; and it is further

**ORDERED AND ADJUDGED** that the Court retains jurisdiction to enforce the terms of the injunction entered herein above.

**DONE and ORDERED** in Chambers, in Orlando, Florida on April 4, 2007.

  
ANNE C. CONWAY  
United States District Judge

Copies furnished to:

Counsel of Record

U.S. Magistrate Judge David A. Baker