

1 Peter R. Afrasiabi (Bar No. 193336)
pafraziabi@onellp.com

2 Nathaniel L. Dilger (Bar No. 196203)
ndilger@onellp.com

3 Kainoa Asuega (Bar No. 279463)
kasuega@onellp.com

4 **ONE LLP**

JS-6

5 4000 MacArthur Blvd.
6 East Tower, Suite 500
7 Newport Beach, CA 92660
8 Telephone: (949) 502-2870
9 Facsimile: (949) 258-5081

10 Attorneys for Plaintiff,
11 Targus Group International, Inc.

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **SOUTHERN DIVISION**

15 TARGUS GROUP INTERNATIONAL,
16 INC., a Delaware corporation,

Case No. SACV14-01455-JVS-RNB

17 Plaintiff,

**STIPULATED PERMANENT
INJUNCTION AND DISMISSAL
WITH PREJUDICE; ORDER
THEREON**

18 v.

19 M-EDGE ACCESSORIES, LLC, a
20 Maryland limited liability company;

21 Defendant.

22
23
24
25
26
27
28
**STIPULATED PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE; ORDER
THEREON**

1 This case having come before this Court, and it being represented to the Court that
2 Plaintiff Targus Group International, Inc. ("Targus") and Defendant M-Edge Accessories,
3 LLC ("M-Edge") have compromised and settled the matters in dispute, IT IS HEREBY
4 ORDERED, ADJUDICATED and DECREED as follows:

5
6 **PERMANENT INJUNCTION ORDER**

7 Having considered the Stipulation of the parties, and for good cause shown, IT IS
8 HEREBY ORDERED THAT:

- 9 1. This Court has jurisdiction over the parties and the subject matter in this case.
10 2. Venue is proper in this judicial district.

11 Pursuant to 35 U.S.C. § 283, pursuant to 35 U.S.C. § 283, as of the date of this
12 Court's Order, M-Edge, and any of its employees, agents, representatives, subsidiaries,
13 directors, principals, officers, successors, and assigns, and all others acting in concert or
14 participation with M-Edge who receive actual notice of this Order, shall - excepting as
15 specifically permitted by the provisions of Paragraph 4 below - be permanently enjoined
16 and restrained from all importing, manufacturing, marketing, advertising, using, offering
17 for sale, and selling:

- 18 a. Any "360° CASE," which term is defined to include:
19 • The case marketed and/or advertised by M-Edge as "the Stealth 360°" case,
20 • The case marketed and/or advertised by M-Edge as the "Latitude 360°"
21 case,
22 • The case marketed and/or advertised by M-Edge as the "Incline 360°" case,
23 • The case marketed and/or advertised by M-Edge as the "Trip 360°" case,
24 • The case marketed and/or advertised by M-Edge as the "Hampton 360°"
25 case, and
26
27
28

- 1 • The case marketed and/or advertised by M-Edge as the "Sport 360°" case.¹
- 2 • The case marketed and/or advertised by M-Edge as the "Universal 8" 360°
- 3 case.

4 b. Any case no more than colorably different than any "360° CASE."

5 3. M-EDGE'S SELL-OFF RIGHTS: M-Edge represents and warrants that it has
6 a current inventory of approximately 108,977 360° CASES ("CURRENT 360°
7 INVENTORY."). As to this CURRENT 360° INVENTORY and notwithstanding anything
8 to the contrary herein, for a period of 9 months from the date of the court's entry of a
9 Stipulated Injunction, the parties agree and hereby stipulate that M-Edge will have the right
10 to sell, offer for sale, or otherwise dispose of the CURRENT 360° INVENTORY. At the
11 termination of this 9-month period, M-Edge will be required to destroy all remaining units
12 of the CURRENT 360° INVENTORY.

13 4. This Court SHALL RETAIN JURISDICTION of this action to the extent
14 necessary to ensure full compliance with all obligations imposed by the Permanent
15 Injunction Order, including the enforcement of this Stipulated Permanent Injunction by
16 way of contempt or otherwise. The obligations of the parties, as set forth in the Stipulated
17 Permanent Injunction, SHALL BE ENFORCED, if necessary, exclusively by this Court.

18 5. If in the future either party files suit against the other party vis-à-vis the
19 Asserted Patents, the filing party SHALL FILE SUIT in the United States District Court for
20 the Central District of California and, pursuant to Local Rule 4.3.1, simultaneously file a
21 Notice of Related Case with the Court identifying this dismissed action.

22 6. M-Edge has waived any appeal of the Stipulated Permanent Injunction.

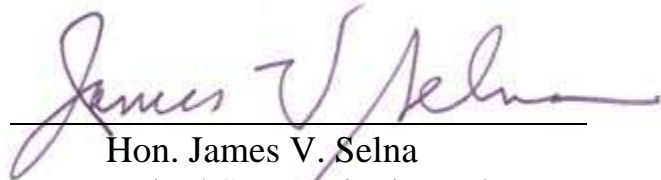
24 ¹ The identified "360°"-type cases are typically manufactured in one or more configurations
25 specific to the product for which they are intended to be used. These products include the
26 iPad mini, iPad, Kindle 4, Kindle Fire HD 7", Kindle Fire 8.9", Kindle Fire 7", Kindle
27 Paperwhite, Kindle Touch, Kobo Touch, Kobo Arc, Nook Touch, Nook Touch with
28 GlowLight, Nook 3, Nook Color, Nook Tablet, Galaxy 10.1, and Nexus 10, Nexus 7, and
Reader PRS-T1. This Stipulated Final Injunction specifically includes each such
configuration.

1 7. Each of the parties SHALL BEAR ITS OWN COSTS AND ITS OWN
2 ATORNEYS' FEES.

3 8. This is a final judgment. Subject to this Court's limited retention of
4 jurisdiction as set forth above, all claims filed in this action SHALL BE DISMISSED from
5 this action WITH PREJUDICE.

6 9. Having addressed each of the claims in this action, this case SHALL BE
7 CLOSED.

8
9
10 Dated: March 05, 2015



Hon. James V. Selna
United States District Judge