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18 Attorneys for Plaintiff ADT Security Services, Inc.



19 **UNITED STATES DISTRICT COURT**

20 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

21 ADT SECURITY SERVICES, INC.,

22 Plaintiff,

23 vs.

24 SECURITY ONE INTERNATIONAL, INC.,
 25 FRANK GARDINER, CLAUDIO HAND,
 26 MARCOS HAND and THOMAS NEMETH,

27 Defendants.

28 CIVIL ACTION No. C 11-05149 JW

**STIPULATION FOR AGREED
 PRELIMINARY INJUNCTION**

JURY TRIAL DEMANDED

29 **WHEREAS**, Plaintiff ADT Security Services, Inc. ("ADT") has filed a
 30 Complaint against, among others, SECURITY ONE INTERNATIONAL, INC., FRANK
 31 GARDINER and CLAUDIO HAND ("Defendants") alleging that they have made certain
 32 misrepresentations to ADT's customers;

33 _____
 34 ¹ Pro Hac Vice Applications pending.

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WHEREAS, Defendants deny the allegations in the Complaint;

WHEREAS, ADT has moved, in connection with its Complaint, for a Preliminary Injunction enjoining Defendants from making any alleged misrepresentations and specific misconduct;

WHEREAS, a hearing on the Preliminary Injunction was scheduled before the Court on November 14, 2011 at 9:00 a.m. in Courtroom 9 at the Phillip Burton Federal Building & United States Courthouse, 19th Floor, 450 Golden Gate Avenue, San Francisco, California 94102, and was continued to 1:30pm at the request of ADT and SECURITY ONE and,

WHEREAS, the parties wish to save the Court and themselves the expense and time involved with a Preliminary Injunction hearing;

The parties hereby voluntarily stipulate that a preliminary injunction be entered along the following terms:

1. Defendants, their agents, servants, employees, officers, attorneys, successors, and assigns are PRELIMINARILY ENJOINED pending further Order of this Court, from:
 - a. Informing ADT customers that ADT has authorized SECURITY ONE to take over or handle the accounts or technical support service for ADT customer accounts;
 - b. Informing ADT customers that SECURITY ONE has “bought out” ADT and is ADT’s new security service provider;
 - c. Informing ADT customers that ADT is not capable of handling its existing clients and therefore is giving SECURITY ONE ADT customer accounts;
 - d. Representing to ADT customers that SECURITY ONE is affiliated with ADT and that ADT has authorized SECURITY ONE to provide an “upgrade” to ADT's security system;

- 1 e. Informing ADT customers that ADT is transferring select
2 accounts to SECURITY ONE to receive a better rate;
- 3 f. Making any false statement that SECURITY ONE is an agent of
4 ADT.
- 5 g. Making a false statement to any ADT customer that ADT is no
6 longer doing business, or has limited or eliminated any services;
- 7 h. Making any material false statement of fact regarding ADT
8 including, but not limited to, function, performance, capabilities, specifications, features,
9 requirements, reliability, availability, origin, sponsorship, approval, or design of any ADT
10 equipment, alarm system, sales, or service.
- 11 i. Making calls by telephone to any ADT call center or customer
12 support hotline posing as an ADT customer or potential customer.

13 2. Nothing contained herein is intended to or shall constitute an admission of
14 fact or liability on the part of any party. All parties shall retain all defenses to all claims and
15 counterclaims now existing or hereafter filed.

16 3. This Stipulation for Agreed Preliminary Injunction does not constitute any
17 finding of fact or law on the merits of Plaintiff's claims or Defendants' defenses nor shall it be
18 admissible for any purpose whatsoever, except as may be necessary to prove any violation
19 hereof.

20 4. Any person or entity subject to this Stipulation for Agreed Preliminary
21 Injunction who fails to comply herewith and/or any person or entity that in any way interferes
22 with the execution and implementation of the terms of this Preliminary Injunction shall be subject
23 to the contempt power of this Court.

24 5. At any time, any party shall have the right to move to amend or dissolve
25 this Stipulation for Agreed Preliminary Injunction as necessary according to any development of
26 facts or law.

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Dated: November 15, 2011

PEPPER HAMILTON LLP

By: Hap Weitzel /s/
Harry P. "Hap" Weitzel

Attorneys for Plaintiff ADT Security Services, Inc.

Dated: _____, 2011

SECURITY ONE INTERNATIONAL, INC.

By: _____

Defendant

Dated: _____, 2011

FRANK GARDINER

By: _____

Defendant

Dated: _____, 2011

CLAUDIO HAND

By: _____

Defendant

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Dated: _____, 2011

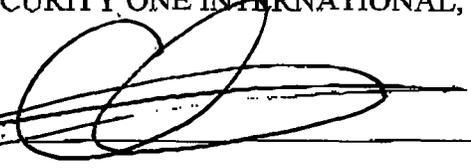
PEPPER HAMILTON LLP

By: _____
Harry P. "Hap" Weitzel

Attorneys for Plaintiff ADT Security Services, Inc.

Dated: 11-14-11, 2011

SECURITY ONE INTERNATIONAL, INC.

By:  _____

Defendant

Dated: _____, 2011

FRANK GARDINER

By: _____

Defendant

Dated: 11-14-11, 2011

CLAUDIO HAND

By:  _____

Defendant

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Dated: _____, 2011

PEPPER HAMILTON LLP

By: _____
Harry P. "Hap" Weitzel

Attorneys for Plaintiff ADT Security Services, Inc.

Dated: _____, 2011

SECURITY ONE INTERNATIONAL, INC.

By: _____

Defendant

Dated: 11/14, 2011

FRANK GARDINER

By: 

Defendant

Dated: _____, 2011

CLAUDIO HAND

By: _____

Defendant

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PROOF OF SERVICE
F.R.C.P.5/C.C.P. § 1013a(3)/Cal. R. Ct. R. 2.260

I am a resident of, or employed in, the County of Orange. I am over the age of 18 and not a party to this action. My business address is: Pepper Hamilton LLP, Suite 1200, 4 Park Plaza, Irvine, CA 92614-5955.

On **November 15, 2011**, I served the following listed document(s), by method indicated below, on the parties in this action:

STIPULATION FOR AGREED PRELIMINARY INJUNCTION

SEE ATTACHED SERVICE LIST

BY U.S. MAIL

By placing the original / a true copy thereof enclosed in a sealed envelope(s), with postage fully prepaid, addressed as per the attached service list, for collection and mailing at Pepper Hamilton LLP, Suite 1200, 4 Park Plaza, Irvine, CA 92614-5955, following ordinary business practices. I am readily familiar with Pepper Hamilton LLP's practice for collection and processing of documents for mailing. Under that practice, the document is deposited with the United States Postal Service on the same day as it is collected and processed for mailing in the ordinary course of business.

BY OVERNIGHT DELIVERY

By delivering the document(s) listed above in a sealed envelope(s) or package(s) designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached service list, to a facility regularly maintained by the express service carrier or to an authorized courier or driver authorized by the express service carrier to receive documents.

Note: Federal Court requirement: service by overnight delivery was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order.

BY FACSIMILE

Before 5:00 p.m. on said date, I caused said document(s) to be transmitted by facsimile. The telephone number of the sending facsimile machine was (949) 863-0151. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

BY E-MAIL

By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address goldmanj@pepperlaw.com at approximately _____. To my knowledge, the transmission was reported as complete and without error. Service by email was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.

Executed on **November 15, 2011**, at Irvine, California.

Jennifer S. Allen
Type or Print Name

Jennifer S. Allen
Signature

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SERVICE LIST

THOMAS NEMETH
21250 Hawthorne Boulevard, Suite 500
Torrance, California 90503