

1 [Counsel listed on signature page.]
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 Apple Inc.,

13 Plaintiff,

14 v.

15 Mobile Star, LLC, a New York Limited
16 Liability Company, and Does 1-50,

17 Defendants.

Case No. 3:16-cv-06001-WHO

**STIPULATION AND ORDER FOR
PRELIMINARY INJUNCTION**

18 Plaintiff Apple Inc. and defendant Mobile Star, LLC, by and through their respective
19 counsel, hereby stipulate as follows:

20 WHEREAS Apple is the owner of certain trademarks identified in the Complaint in this
21 action (the “Apple Marks”) and certain graphic and textual works protected by registered
22 copyrights identified in the Complaint in this action (“Apple Copyrighted Works”);

23 WHEREAS Apple has filed a Complaint in this action asserting claims against Mobile
24 Star for Trademark Counterfeiting and Infringement, False Designation of Origin, Copyright
25 Infringement, and Unfair Advertising;

26 WHEREAS Mobile Star has denied Apple’s claims and denies that it has committed any
27 acts that violate any of Apple’s rights;
28

1 WHEREAS Apple has a pending motion for preliminary injunction to enjoin Mobile Star
2 from, among other things, directly or indirectly manufacturing, purchasing, importing,
3 advertising, promoting, offering to sell, selling, distributing, transferring, concealing, or otherwise
4 disposing of any product that bears or comprises any of the Apple Marks and that was not initially
5 manufactured and distributed pursuant to written authorization from Apple;

6 WHEREAS Mobile Star denies that it has knowingly sold or distributed counterfeit Apple
7 products;

8 WHEREAS Mobile Star asserts that it is strongly committed to distributing only Apple-
9 branded products that are genuine and to avoiding any kind of distribution of counterfeit Apple
10 products, and is therefore willing to agree to do so;

11 Now, therefore, the Parties, through their respective counsel, and with Mobile Star not
12 admitting fault, liability or wrongdoing of any kind, hereby stipulate as follows:

13 1. Mobile Star and its officers, directors, employees, agents, subsidiaries, and distributors are
14 immediately restrained and enjoined, during the pendency of this lawsuit:

15 A. From directly or indirectly manufacturing, purchasing, importing, advertising,
16 promoting, offering to sell, selling, distributing, transferring, concealing, or otherwise disposing
17 of any product that bears, replicates, or comprises any of the Apple Marks that was not initially
18 manufactured and distributed pursuant to written authorization from Apple or any products,
19 wrappings or packages bearing Apple Copyrighted Works that were not initially manufactured
20 and distributed pursuant to written authorization from Apple.

21 B. From secreting, concealing, destroying, selling off, transferring, or otherwise
22 disposing of: (i) any products, not initially manufactured or distributed by Apple pursuant to
23 written authorization from Apple, bearing any of the Apple Marks, or any confusingly similar
24 marks, trade dress, or package design; or (ii) any evidence relating to the manufacture,
25 purchasing, acquisition, importation, advertising, promotion, distribution, inventory, shipping,
26 handling, sale, offer for sale, disposal or transfer of any products bearing any of the Apple Marks
27 or any confusingly similar mark, product, or packaging design, including but not limited to
28 counterfeit Apple charging products; and

1 C. From knowingly instructing, aiding or abetting any other person or business entity
2 in engaging in any of the activities referred to in subparagraphs (A) and (B) above.

3 2. This Stipulation shall not be deemed to be an admission by Mobile Star of any
4 wrongdoing or liability.

5 3. This Stipulation does not waive any rights of Mobile Star to oppose on any grounds the
6 imposition of any other injunctive relief in this action and shall not serve as the grounds for the
7 imposition of any other injunctive relief against Mobile Star.

8 4. Apple shall not be required to post any bond prior to execution of this Order.

9 5. The hearing on Apple's Motion for Preliminary Injunction, set for February 8, 2017 at
10 2:00 p.m., is taken off calendar.

11 [SIGNATURE PAGE FOLLOWS]

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Dated: January 27, 2017

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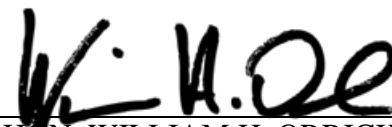
By: /s/ Aaron J. Moss
Aaron J. Moss

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: __January 30, 2017

By: 

HON. WILLIAM H. ORRICK
United States District Judge

STIPULATION AND ORDER FOR

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