



## PURCHASING DEPARTMENT

Madison County Board of Supervisors  
146 West Center Street  
Canton, MS 39046 / 601-855-5534  
[kesha.buckner@madison-co.com](mailto:kesha.buckner@madison-co.com)

March 18, 2019

**To:** Board of Supervisors  
**From:** Kesha Buckner, Purchasing Clerk *KB*  
**Subject:** Declaration of Sole Source for Law Enforcement-Grade Stun Guns

Law enforcement-grade stun guns were previously manufactured and sold by both Taser and Karbon Arms. Taser sued Karbon Arms for patent infringement. In 2014, the United States District Court for the District of Delaware issued a permanent injunction in favor of Taser. The decision left Taser as the only supplier of law-enforcement-grade stun guns. Taser has since changed its corporate name to Axon Enterprises, Inc.

In light of the federal court injunction (*see attached*), I'm requesting the board to declare Axon Enterprises the sole source provider of law-enforcement-grade stun guns and authorize issuance of a purchase order to said company for \$5,949.00 for the following items:

- (3) New Black x 2 CEW
- (3) Left-Hand Holsters
- (3) Warranty 4 year
- (8) 25Ft Smart Cartridge
- (6) 25Ft Non-Conductive Training Smart Cartridge
- (3) PPM Standard Battery Pack and (1) Kit
- (1) Data Port Download USB

**Attachments:** Copy of Permanent Injunction  
Copy of Taser News Release  
Requisition #190222  
Axon Enterprise, Inc. Quote

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

TASER INTERNATIONAL, INC.,

Plaintiff,

v.

KARBON ARMS, LLC,

Defendant.

Civil Action No. 11-426-RGA

PERMANENT INJUNCTION

The Court, having considered the parties' Joint Stipulation for Entry of Judgment and having found good cause exists for the relief sought therein pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65,

**IT IS HEREBY ORDERED:**

1. Plaintiff TASER International, Inc. ("TASER") is the owner of all right title and interest to U.S. Patent No. 6,999,295 ("the '295 patent"), U.S. Patent No. 7,782,592 ("the '592 patent"), and U.S. Patent No. 7,800,885 ("the '885 patent").
2. Defendant Karbon Arms, LLC ("Karbon Arms") shall continue to be bound by the Permanent Injunction entered in the case styled *TASER International, Inc. v. Stinger Systems, Inc.*, C.A. No. 07-0042 in the United States District Court for the District of Arizona.
3. Karbon Arms, together with its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Permanent Injunction, are hereby restrained and enjoined, pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65, from

making, using, offering to sell, or selling in or from the United States, or importing into the United States, the Karbon Arms MPID and MPID-C<sup>1</sup>, either alone or in combination with any other product, and all other products that are only colorably different from the MPID and MPID-C in the context of claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent and claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent, whether individually or in combination with other products or as part of another product, and from otherwise infringing, contributing to the infringement of, or inducing others to infringe claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent or claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent.

4. Karbon Arms, together with its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Permanent Injunction, are hereby restrained and enjoined, pursuant to 35 U.S.C. § 283 and Fed. R. Civ. P. 65, from supplying or causing to be supplied from the United States a substantial portion of the components needed to make, or any components that are especially made or especially adapted for use in, the Karbon Arms MPID or MPID-C or any product that is only colorably different from the MPID and MPID-C in the context of claim 2 of the '295 patent, claims 1, 9, 10, 11, 40 and 41 of the '592 patent and claims 7, 8, 9, 10, 12, 15, 18-27, 28 and 29-37 of the '885 patent.

5. Within 30 days from the entry of this Permanent Injunction, Karbon Arms shall send written notice of this Permanent Injunction to:

<sup>1</sup> The Karbon Arms MPID and MPID-C shall include all Conducted Electrical Weapons ("CEWs") encompassed in the definition of Accused Products, including Representative Accused Products, in the parties' Joint Stipulation for Entry of Judgment.

- A. The employees, officers, members, managers, consultants, engineers and creditors of Karbon Arms as of November 1, 2013 and as of January 9, 2014;
- B. Electronic Design Associates;
- C. Each authorized distributor, each authorized dealer, each authorized reseller, each authorized sales representative, each certified MPID or MPID-C instructor, and each certified MPID or MPID-C armorer as of November 1, 2013 and as of January 9, 2014,

6. Karbon Arms shall provide to TASER within 3 business days of entry of this Permanent Injunction a list of Karbon Arms' customers from November 11, 2010 to the present that includes the following information: customer, agency name, city, state and, if known, contact e-mail address.

7. This Permanent Injunction shall expire upon the expiration of the last to expire of the '295, '592 and '885 patents.

8. The Court shall retain jurisdiction over Karbon Arms and its current and former officers, agents, members, managers, parents, subsidiaries, affiliates, shareholders, directors, predecessors, successors, assigns, servants, employees, consultants, engineers, and attorneys to enforce any and all aspects of this Permanent Injunction.

SO ORDERED this 10<sup>th</sup> day of January, 2014.

  
United States District Judge

January 14, 2014

## TASER Awarded Permanent Injunction and Judgment Against Karbon Arms for Patent Infringement

### Judgment Entered for \$2.3 Billion Damages

SCOTTSDALE, AZ -- (Marketwired) -- 01/14/14 -- TASER International (NASDAQ: TASN) today announced that the United States District Court for the District of Delaware entered a final judgment on January 10, 2014 in the patent infringement litigation entitled *TASER International v. Karbon Arms, LLC* awarding TASER a permanent injunction. The Court's final judgment decreed that Karbon Arms' MP10 and MP10-C conducted electrical weapons infringe TASER's U.S. Patent Numbers 6,989,289; 7,702,592 and 7,800,888. The Court further decreed that the above referenced TASER patents are valid and enforceable and awarded TASER \$2,300,000 in damages for infringement.

The permanent injunction restrains and enjoins Karbon Arms and its current and former officers, agents, directors, employees, and affiliates and those persons in participation with them who receive actual notice of the injunction from making, using, offering to sell or selling the Karbon Arms MP10 and MP10-C or applying a substantial portion of the components that are used in the Karbon Arms devices. The permanent injunction requires Karbon Arms to send written notice of the injunction to each distributor, dealer, sales representative, certified MP10 or MP10-C instructor or armorer within 30 days of January 10, 2014.

"TASER aggressively pursues any infringement of its extensive patent and intellectual property portfolio and is very pleased that the U.S. District Court entered a permanent injunction and judgment against Karbon Arms for infringement of TASER's patents," said Doug Mint, TASER's President and General Counsel. "This final judgment brings to a close more than six years of various patent litigations between TASER and Karbon Arms and Karbon Arms' predecessor company Singer Systems, Inc. The Court's order requires Karbon Arms to provide TASER a list of customers who purchased a Karbon Arms MP10 or MP10-C within three business days of January 10, 2014 and TASER will be sending notice of the permanent injunction to all such Karbon Arms customers. The company is evaluating the collectability of the judgment," concluded Mint.

#### About TASER International, Inc.

TASER protects lives. TASER Conducted Electrical Weapons (CEWs) have saved more than 119,000 lives from potential death or serious injury. TASER protects truth. We enable greater transparency with the industry-leading TASER CAM and AXON on-officer video systems. Together with our customers, we are defining the future of smart policing by connecting intelligent devices and sensors with the first secure cloud-based digital evidence management solution for law enforcement: EVIDENCE.com.

Since 1994, more than 260,000 private individuals have relied on TASER technology to protect themselves and their loved ones. Learn more about TASER and its solutions at [www.taser.com](http://www.taser.com) and [www.evidence.com](http://www.evidence.com) or by calling (800) 979-2737.

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#### Notes to Investors

Please visit <http://investor.taser.com>, <http://blog.taser.com>, [www.twitter.com/taser](http://www.twitter.com/taser), [www.facebook.com/taser](http://www.facebook.com/taser), and [www.linkedin.com/company/taser-international](http://www.linkedin.com/company/taser-international) where TASER discloses information from time to time about the company, its financial information, and its business.

Visit our Investor Relations Safe Harbor Statement at: [investor.taser.com/enfsafeharbor.cfm](http://investor.taser.com/enfsafeharbor.cfm)

For investor relations information please contact Erin Curtis by phone at 480-515-6330 or via email at [IR@TASER.com](mailto:IR@TASER.com).

#### CONTACT

Shyla Tuttle

Vice President of Communications

TASER International, Inc.

Media ONLY Number: (480) 444-4000

Email Contact

Source: TASER International

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Requisition 0190222 Date 2/21/2019  
MADISON COUNTY  
P O BOX 608  
CANTON, MS. 39046  
(601)855-5500  
REFER TO PURCHASING OFFICE

EMERGENCY MANAGEMENT  
ALBERT JONES III

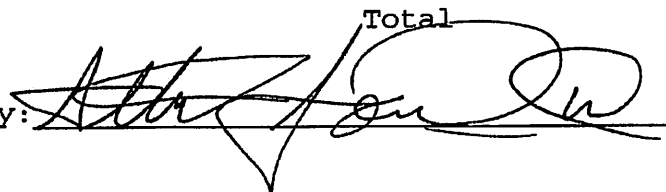
Vendor:  
AXON ENTERPRISE, INC

Ship To: VIA:  
MADISON COUNTY  
CENTRAL RECEIVING  
146 WEST CENTER STREET  
CANTON, MS 39046

Quantity	Description of Supplies, Equip, Srvc	Unit Cost		Extended
3.00	:001265919 BLACK X2 CEW HANDLE :	1220.00	EA:	3660.00
3.00	:001265919 LEFT HAND HOLSTER X2 BLA:	78.00	EA:	234.00
3.00	:001265919 WARRANTY 4 YEAR :	378.00	EA:	1134.00
8.00	:001265919 25 FT SMART CARTRIDGE X2:	38.00	EA:	304.00
6.00	:001265919 25 FT NON-CONDUCTIVE :	37.00	EA:	222.00
	: TRAINING :			
	: RIDGE X2 :			
3.00	:001265919 PPM STANDARD BATTERY PAC:	65.00	EA:	195.00
1.00	:001265919 KIT DATAPORT DOWNLOAD US:	200.00	EA:	200.00

Total \$5,949.00

Approved By:





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-201948-43517.840JT**

Issued: 02/21/2019

Quote Expiration: 03/31/2019

Account Number: 466638

Start Date: 03/31/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Jennifer Taylor  
 Madison County Patrol / Emergency  
 Management  
 Madison County Emergency Management  
 1633 West Peace Street  
 Canton, MS 39046  
 US

**BILL TO**

Madison County Patrol / Emergency  
 Management  
 Madison County Emergency Management  
 1633 West Peace Street  
 Canton, MS 39046  
 US

**SALES REPRESENTATIVE**

Joshua Taylor  
 Phone: (480) 463-2155  
 Email: jotaylor@taser.com  
 Fax: (480) 999-6152

**PRIMARY CONTACT**


Jennifer Taylor  
 Phone: 6018596485  
 Email: jennifer.taylor@madison-co.com

**Hardware Due Net 30**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
22002	BLACK X2 CEW, HANDLE	3	1,220.00	1,220.00	3,660.00
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	3	78.00	78.00	234.00
22014	WARRANTY, 4 YEAR, X2	3	378.00	378.00	1,134.00
22151	25 FT SMART CARTRIDGE, X2	8	38.00	38.00	304.00
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	6	37.00	37.00	222.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	3	65.00	65.00	195.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	200.00	200.00
Subtotal					5,949.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					5,949.00
<b>Grand Total</b>					<b>5,949.00</b>

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 2/21/2019  
Name (Print): Albert Jones III Title: Director  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Joshua Taylor at [jtaylor@taser.com](mailto:jtaylor@taser.com) or fax to (480) 999-6152

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-201948-43517.840JT

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