




## 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)

October 7, 2019

To: Board of Supervisors  
From: Kesha Buckner, Purchasing Clerk   
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 provider of law-enforcement-grade stun gun and authorize issuance of a purchase order to said company for \$11,640.00 for the following items:

- Taser 60 Year (1) payment: X26P Basic
- (8) Black X26P Cew Handle
- (8) XPPM, Spare Cartridge Battery Pack, X26P
- (16) 21ft Standard Cartridge, X26/X26P
- (8) Left-Hand Holster, X26P, Blackhawk

These stun guns will be assigned to the Sheriff Department

**Attachments:** Copy of Permanent Injunction  
Copy of Taser News Release  
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 Million Damages

SCOTTSDALE, AZ -- (Marketwired) -- 01/14/14 -- [TASER International](#) (NASDAQ: TASR) 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' MPID and MPID-C conducted electrical weapons infringe TASER's U.S. Patent Numbers 6,999,295; 7,782,592 and 7,800,885. The Court further decreed that the above referenced TASER patents are valid and enforceable and awarded TASER \$2,385,366 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 MPID and MPID-C or supplying 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 MPID or MPID-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 Klint, 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 Stinger Systems, Inc. The Court's order requires Karbon Arms to provide TASER a list of customers who purchased a Karbon Arms MPID or MPID-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 Klint.

### *About TASER International, Inc.*

TASER protects life: 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](#) and [www.EVIDENCE.com](#) or by calling (800) 978-2737.

TASER<sup>®</sup> is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. TASER logo, TASER CAM, and AXON are trademarks of TASER International, Inc.

### *Note to Investors*

Please visit <http://investor.taser.com>, <http://blog.taser.com>, [www.twitter.com/taser\\_ir](http://www.twitter.com/taser_ir) [www.twitter.com/officialtaser](http://www.twitter.com/officialtaser), and <https://www.facebook.com/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/safeHarbor.cfm](http://investor.taser.com/safeHarbor.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:**

Steve Tuttle  
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TASER International, Inc.  
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[Email Contact](#)

Source: TASER International

News Provided by Acquire Media



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

**Q-229560-43732.782JM**

Issued: 09/24/2019

Quote Expiration: 10/31/2019

Account Number: 146186

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Jeff Waldrop  
 Madison County Sheriff's Dept. - MS  
 2941 HWY. 51 N.  
 Canton, MS 39046  
 US

**BILL TO**

Madison County Sheriff's Dept. - MS  
 2941 HWY. 51 N.  
 Canton, MS 39046  
 US

**SALES REPRESENTATIVE**

Jason Maxwell  
 Phone: (480) 502-6201  
 Email: jmaxwell@taser.com  
 Fax: (480) 378-6152

**PRIMARY CONTACT**

Jeff Waldrop  
 Phone: (601) 622-2363  
 Email: jeff.waldrop@madison-co.com

**Initial Payment - Taser 60 Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
<b>Hardware</b>					
11002	BLACK X26P CEW, HANDLE	8	0.00	0.00	0.00
11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	8	0.00	0.00	0.00
44200	21 FT STANDARD CARTRIDGE, X26/X26P	16	0.00	0.00	0.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	8	0.00	0.00	0.00
Subtotal					2,328.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					2,328.00

**Taser 60 Year 2 - 2020**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
Subtotal					2,328.00
Estimated Tax					0.00
Total					2,328.00

**Taser 60 Year 3 - 2021**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

**Taser 60 Year 4 - 2022**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

**Taser 60 Year 5 - 2023**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	8	291.00	291.00	2,328.00
				Subtotal	2,328.00
				Estimated Tax	0.00
				Total	2,328.00

<b>Grand Total</b>	<b>11,640.00</b>
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## Summary of Payments

Payment	Amount (USD)
Initial Payment - Taser 60 Year 1	2,328.00
Taser 60 Year 2 - 2020	2,328.00
Taser 60 Year 3 - 2021	2,328.00
Taser 60 Year 4 - 2022	2,328.00
Taser 60 Year 5 - 2023	2,328.00
<b>Grand Total</b>	<b>11,640.00</b>

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Tax is subject to change at order processing with valid exemption.

### 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: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Jason Maxwell at [jmaxwell@taser.com](mailto:jmaxwell@taser.com) or fax to (480) 378-6152

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)

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