

1 J. Noah Hagey, Esq. (SBN: 262331)
2 hagey@braunhagey.com
3 BRAUNHAGEY & BORDEN LLP
4 351 California Street, 10th Floor
5 San Francisco, CA 94104
6 Telephone: (415) 599-0210
7 Facsimile: (415) 276-1808

8 Mitchell C. Stein, Esq. (*Pro Hac Vice*)
9 stein@braunhagey.com
10 Kirsten Jackson, Esq. (*Pro Hac Vice*)
11 dooley@braunhagey.com
12 BRAUNHAGEY & BORDEN LLP
13 118 W. 22nd Street, 12th Floor
14 New York, NY 10011
15 Telephone: (646) 829-9403
16 Facsimile: (646) 403-4089

17 ATTORNEYS FOR PLAINTIFF
18 TARI LABS, LLC

Christopher S. Ford (State Bar No. 337795)
csford@debevoise.com
DEBEVOISE & PLIMPTON LLP
650 California Street
San Francisco, CA 94108
Tel: 415-644-5628

Megan K. Bannigan (*Pro Hac Vice*)
mkbannigan@debevoise.com
Timothy Cuffman (*Pro Hac Vice*)
tcuffman@debevoise.com
DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard
New York, NY 10001
Tel: 212-909-6000

ATTORNEYS FOR DEFENDANT
LIGHTNING LABS, INC.

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

15 TARI LABS, LLC,
16 Plaintiff,
17 v.
18 LIGHTNING LABS, INC.,
19 Defendant.

Case No. 3:22-cv-07789-WHO

**JOINT STIPULATION AND
[PROPOSED] ORDER CONVERTING
TEMPORARY RESTRAINING ORDER
TO A PRELIMINARY INJUNCTION**

Date:
Time:
Judge: Hon. William H. Orrick
Courtroom: Via Zoom videoconference

1 Pursuant to this Court’s Order Entering Temporary Restraining Order dated March 13, 2023
 2 (Dkt. No. 56) (the “March 13 Order”), Plaintiff Tari Labs, LLC and Defendant Lightning Labs, Inc.
 3 have met and conferred, and hereby stipulate and agree that the Temporary Restraining Order set
 4 forth in the March 13 Order should be converted to a Preliminary Injunction, on the terms stated
 5 below, to remain in effect for the duration of this case, or as the Court otherwise may order.

6 **NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED AND AGREED**
 7 **TO**, by and between the attorneys for the undersigned Parties, Lightning Labs, Inc. is hereby
 8 PRELIMINARILY ENJOINED, as set forth in the March 13 Order, from making external updates to its
 9 TARO protocol, from merging its internal updates with its public-facing open-source code for the
 10 TARO protocol, and from announcing or otherwise “launching” the next stage or “milestone” of the
 11 TARO protocol. Lightning Labs is not wholesale restrained from responding to communications from
 12 non-Lightning developers and users, though it may not use those communications to further develop its
 13 internal or public code repositories. Lightning Labs is also not restrained from (a) referencing TARO as
 14 the prior name of the protocol in connection with any public announcement that it is changing the name
 15 of the TARO protocol to a name that is distinct from and not confusingly similar either to “TARO” or
 16 to “TARI” for a reasonable period of time necessary to inform the open-source developer community,
 17 (b) referencing TARO as the prior name of the protocol when reasonably necessary to respond to
 18 inquiries from third parties, or (c) otherwise taking any action with respect to the protocol following
 19 any such change in the protocol’s name, subject to the provisions of this Order with respect to uses of
 20 TARO.

21
 22 Dated: March 15, 2023

Respectfully submitted,

BRAUNHAGEY & BORDEN LLP

23
 24
 25 By: /s/ J. Noah Hagey
 J. Noah Hagey

26 *Attorneys for Plaintiff*
 27 *Tari Labs, LLC*

1 Dated: March 15, 2023

Respectfully submitted,

2 DEBEVOISE & PLIMPTON LLP

3
4 By: /s/ Megan K. Bannigan

Megan K. Bannigan

5 *Attorneys for Defendant*

6 *Lightning Labs, Inc.*

7 *(With consent)*

8
9 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

10
11 Dated: _____, 2023

12 _____
William H. Orrick

13 United States District Judge