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UNITED STATES DISTRICT COURT

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DISTRICT OF ARIZONA

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9 Slater & Associates Insurance, Inc.,)

NO. CV 07-1965-PHX-JAT

Plaintiff,)

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vs.)

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12 Stanley G. Rork and Janice Rork,)

**TEMPORARY RESTRAINING
ORDER (WITH NOTICE)**

13 husband and wife; and Stan Rork)

Insurance Services, LLC,)

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Defendants.)

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The Court has read and considered Plaintiff's Verified Complaint, Application for Temporary Restraining Order and Preliminary Injunction, and the supporting memorandum, affidavit, and exhibits, and has heard the arguments of counsel for Plaintiff and Mr. Rork pro se.¹

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To obtain a temporary restraining order, the moving party must show: 1) a strong likelihood of success on the merits, 2) the possibility of irreparable injury to the moving party if injunctive relief is not granted, 3) the balance of hardships favors the moving party, and 4) advancement of the public interest. *See Los*

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¹ The Court does not deem Mr. Rork's telephonic appearance to be a waiver of any arguments relating to venue or personal jurisdiction (or any other defenses). Further should Mr. Rork (or any other defendant) choose to file a motion on this basis, said defendant may simultaneously move to stay the deadlines in this Order assuming those deadlines have not already expired.

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1 destroying, or using any of the confidential and/or proprietary
2 Slater documents, files, materials, data, information or other
3 property that he had access to (or made copies of) while
4 employed by Slater and retained thereafter, including but not
5 limited to customer-related documents and information, such as
6 contact information, insurance applications, current and prior
7 insurance policies, expiration dates of policies, policy premiums,
8 prior claims, and underwriting information.

9 2. Defendant Rork and his agents shall return to Slater any and all
10 documents and copies of documents (including electronic documents and
11 information) that he obtained from Slater during his employment (other than his
12 personal employee benefit documents and discharge documents) and all other items
13 of company property, including all insured files; the three-ring binder with the
14 customer list provided to him by Brett Slater; all customer renewal lists, all
15 commission statements; all handwritten notes relating to Slater customers taken
16 during the course of his employment; the company-purchased digital camera, laptop
17 computer, desktop computer, printer/fax/scanner and any office supplies provided
18 or purchased by Slater; and all other documents generated during the course of his
19 employment related to former or current Slater customers. These items shall be
20 returned to counsel for Plaintiff within 72 hours of Defendants being served with
21 this Order.

22 3. Each Defendant, within 72 hours of being served with this Order, shall
23 file an affidavit avowing that all properties and materials have been returned,
24 including copies.

25 4. If each Defendant fails to file such affidavit within 72 hours of being
26 served with this Order, then within 5 business days of being served with this Order,
each Defendant shall provide Slater with any other computer(s), hard-drive(s), flash
drive(s), or other storage device(s) within such Defendant's possession, custody or
control so that Slater can obtain a mirror image of all such devices for forensic
examination to determine the extent of the information Rork wrongfully removed

1 from Slater's property. And each Defendant and/or such Defendant's counsel has a
2 right to be present during the copying and forensic examination, but none of them
3 shall interfere with the examination(s) in any way. Slater shall conduct the forensic
4 examination in a manner reasonably calculated to protect the privacy of any
5 Defendant's personal information and data on the computer and storage devices,
6 and shall not review personal documents or data that had been stored on the
7 computer or storage device other than as necessary to verify that it is not the
8 property of Slater.

9 5. If the forensic examination reveals the existence of any confidential
10 and/or proprietary information on a computer or other storage device, Defendant
11 will produce the actual computer or memory device that contains such information
12 to Slater, and Slater will retain those items without alteration pending further order
13 of this Court. Slater will bear the cost of the forensic examination, if any.

14 6. Any violation of this Temporary Restraining Order by Defendants, or
15 their agents, employees, representatives, assigns, attorneys, successors-in-interest,
16 or any other person acting on their behalf or in concert with them, shall constitute
17 contempt of this Court, and shall render any and all violators subject to punishment
18 accordingly. It shall be considered a violation of this Order for Defendants to
19 impede, threaten, or retaliate against any person assisting Plaintiff in implementing
20 this Order or in prosecuting this litigation.

21 7. This Temporary Restraining Order shall be in full force and effect until
22 this Court conducts a preliminary injunction hearing. It is ordered setting a hearing
23 on Plaintiff's Application for a Preliminary Injunction (part of Doc. #2) for October
24 25, 2007, at 9:30 a.m.

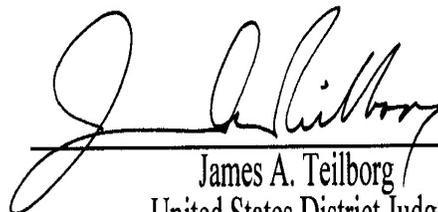
25 8. Plaintiff shall serve this Temporary Restraining Order, any other
26 orders entered herein, and all supporting papers upon Defendants for this Order to

1 take effect.

2 Pursuant to Federal Rule of Civil Procedure 65(c), the Temporary Restraining
3 Order set forth herein shall be subject to the posting of security with the Clerk of the
4 Court by Plaintiff, in the form of a surety bond in the amount of \$15,000. This
5 Order may not be served until this bond is posted.

6 Dated this 16th day of October, 2007.

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James A. Teilborg
United States District Judge