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 5 ACTION LEARNING SYSTEMS, INC.

6 **UNITED STATES DISTRICT COURT**
 7 **CENTRAL DISTRICT OF CALIFORNIA**

9 ACTION LEARNING SYSTEMS,
 INC., a Delaware Corporation,
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 Plaintiff,
 11
 vs.
 12 BOB CROWE, an individual, KELLY
 13 SMITH, an individual, ELEVATED
 ACHIEVEMENT GROUP
 14 INCORPORATED, and DOES 1-500,
 15
 Defendants.

Case No. CV 14-5112-GW(SHx)
**STIPULATED PRELIMINARY
 INJUNCTION**
The Hon. George H. Wu, Presiding

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 18 This cause came to be heard on the motion of Plaintiff Action Learning
 19 Systems, Inc. (“ALS”) on August 11, 2014 for the issuance of a preliminary
 20 injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure.

21 The parties have stipulated and agreed to the entry of a preliminary injunction
 22 on the terms set forth herein.

23 **UPON CONSENT OF THE PARTIES, IT IS ACCORDINGLY**
 24 **ORDERED,**

- 25 1. That the Defendants CROWE, SMITH and EAG, including any officer,
 26 agent, employee, and/or representative of EAG, and other persons who
 27 are in active concert or participation with the Defendants, shall be
 28 enjoined, directly or indirectly, from soliciting any ALS current

1 employee for six months (beginning August 12, 2014 and continuing
2 for six months from the date of this Order) (the “No-Solicit Period”)
3 regarding leaving ALS or to provide work for or on behalf of
4 Defendants

5 a. In connection with the above non-solicitation provision, ALS’
6 counsel shall provide a list to Defendants’ counsel of current ALS
7 employees as of August 12, 2014 (the “No-Solicit List”), and
8 Defendants’ counsel shall not use or disclose the “No-Solicit List”
9 to Defendants or to anyone else.

10 b. Defendants shall contact their counsel regarding any individual
11 they seek to solicit or hire. If an individual appears on the No-
12 Solicit List, the individual may not be solicited during the Non-
13 Solicit Period unless otherwise agreed in writing by ALS.

14 2. That Defendants shall have fourteen days from entry of this Order to
15 return to ALS all items (tangible and intangible), including but not
16 limited to, the laptop computer retained by the Defendant SMITH, the
17 iPhone retained by the Defendant CROWE, and any printers, as well as
18 all other tangible items, and all documents, whether originals or copies,
19 in hardcopy or in data format, files, data, and materials, that were
20 provided to or taken by Defendants Smith and Crowe during their
21 employment with ALS, including but not limited to, ALS employee
22 contact information, ALS customer contact information, customer lists,
23 training materials, tests, forms, calendars, guides, schedules, and all
24 ALS contracts, any and all notes and emails created during
25 employment, including all transferred documents, information or other
26 data. No documents shall be deleted from any electronic storage
27 device, including any computer, telephone, hard drive, CD, DVD, or
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1 USB stick (whether or not the item is being returned to ALS), until
2 after Defendants' counsel provides to ALS a list of all electronic
3 storage devices with an inventory of all ALS documents and data
4 contained on each storage device, and unless counsel for ALS agrees in
5 writing that such data can be deleted from the electronic device.

6 3. Within 7 days of entry of this Order, Defendants Smith and Crowe,
7 through their counsel, will provide to ALS's counsel a list of all contact
8 information they have for any individual employed by a school district
9 that was an ALS client during Smith's and Crowe's employment with
10 ALS. Smith and Crowe will then delete and/or discard any such
11 contact information for the listed individuals.

12 4. All parties to this action, including but not limited to any officer, agent,
13 employee, and/or representative of EAG and/or ALS, and all other
14 persons who are in active concert or participation with either of them,
15 shall be enjoined as follows:

16 a. Initial soliciting of any new customer by any party shall not
17 mention or refer to the competing company of ALS or EAG, and
18 specifically, at any time, Defendants shall not mention or refer to
19 any non-public information relating to ALS' financial situation,
20 pricing, services, marketing or contract information.

21 b. The parties shall not disparage each other, including but not
22 limited to making any statement that any party is going out of
23 business or making any reference to the pending litigation to any
24 third party. If asked about the litigation, the parties shall state that
25 the litigation is pending.

26 5. Because the parties have been unable to agree to the terms of a
27 stipulated injunction pertaining to ALS's allegations of copyright
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1 infringement, a hearing will take place before the court regarding those
2 issues on a date to be agreed upon.

3 **THE COURT FURTHER ORDERS:**

- 4 6. This Agreed Preliminary Injunction is entered by agreement of the
5 parties for the sole purpose of conserving judicial resources and
6 limiting the cost of litigation, and as such, nothing in this Order
7 constitutes an admission or waiver of any right, claim or defense by any
8 party, including without limitation, any claim for attorneys' fees
9 incurred either prior to or subsequent to the entry of this Order.
- 10 7. The Court's Order will remain in full force and effect or as this Court
11 specifically orders otherwise;
- 12 8. If either party has reason to believe there is a breach of this preliminary
13 injunction, that party will provide written notice of the alleged breach
14 to the other party within forty-eight (48) business hours of the alleged
15 breach. The parties will then confer in an attempt to resolve the dispute.
16 If the alleged breach has not been resolved after the passage of five (5)
17 business days, the party seeking relief under this Order may apply to
18 the Court for relief *ex parte* basis without the need to follow the regular
19 motion schedule.

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21 **IT IS SO ORDERED** this 20th day of October, 2014.

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24 _____
25 THE HONORABLE GEORGE H. WU
26 UNITED STATES DISTRICT JUDGE
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