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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

WYNDHAM RESORT DEVELOPMENT)
CORPORATION and WYNDHAM VACATION)
RESORTS, INC.,)

Plaintiffs,)

v.)

ROBERT BINGHAM,)

Defendant.)
_____)

2:10-cv-01556-GEB-KJM

**TENTATIVE RULING GRANTING
PLAINTIFFS' MOTION FOR A
PRELIMINARY INJUNCTION**

The following is a tentative ruling on Plaintiffs' motion for a preliminary injunction prepared in anticipation of the hearing scheduled to commence at 1:30 p.m. on July 8, 2010.

Plaintiffs Wyndham Resort Development Corporation ("WRDC") and Wyndham Vacation Resorts, Inc. ("WVR") (collectively, "Wyndham") filed a motion for a temporary restraining order ("TRO") on June 22, 2010, seeking to enjoin Defendant Robert Bingham from "disclosing or using any and all trade secret, proprietary or confidential information belonging to Wyndham[,] . . . including but not limited to all lists, of, and information pertaining to, Wyndham's customers, owners or members." (Not. of Mot. for TRO 1:25-2:2.) On June 22, 2010, a briefing schedule issued and a hearing was set for June 28, 2010 at 1:30 p.m. However, after Bingham failed to file any response, the hearing was vacated, Plaintiffs' motion for a TRO was granted, and

1 a hearing and briefing schedule on Plaintiffs' request for a
2 preliminary injunction issued.¹ Defendant was required to file an
3 opposition no later than June 30, 2010 at 4:30 p.m. However,
4 Defendant again did not file any response. Nonetheless, a hearing was
5 held on July 8, 2010. For the reasons stated below, Plaintiffs'
6 motion for a preliminary injunction is GRANTED.

7 I. LEGAL STANDARD

8 The purpose of a preliminary injunction is to preserve the
9 relative positions of the parties - the status quo - until a trial on
10 the merits can be conducted. LGS Architects, Inc. v. Concordia Homes
11 of Nev., 434 F.3d 1150, 1158 (9th Cir. 2006) (quoting Univ. of Tex. v.
12 Camenisch, 451 U.S. 390, 395 (1981)). A plaintiff seeking a
13 preliminary injunction must establish that he is (1) "likely to
14 succeed on the merits"; (2) "likely to suffer irreparable harm in the
15 absence of preliminary relief"; (3) "the balance of equities tips in
16 his favor"; and (4) "a preliminary injunction is in the public
17 interest." Sierra Forest Legacy v. Rey, 577 F.3d 1015, 1021 (9th Cir.
18 2009) (citing Winter v. Natural Res. Def. Council, Inc., --- U.S. ----
19 , ----, 129 S. Ct. 365, 374, 172 L.Ed 2.d 249 (2008)); see also Am.
20 Trucking Ass'ns, Inc. v. City of Los Angeles, 559 F.3d 1046, 1052 (9th
21 Cir. 2009) (adopting the preliminary injunction standard articulated
22 in Winter). A preliminary injunction is "an extraordinary remedy that
23 may only be awarded upon a clear showing that the plaintiff is
24 entitled to such relief." Winter, 129 S. Ct. at 376. "If a plaintiff

25
26 ¹ Plaintiffs' motion appears to seek only a TRO. However, the
27 proposed order filed by Plaintiffs requested that a hearing be set to
28 hear their motion for a preliminary injunction yet did not provide that
Plaintiffs would file an additional brief. Accordingly, Plaintiffs'
motion for a TRO is construed as also seeking preliminary injunctive
relief.

1 fails to meet its burden on any of the four requirements for
2 injunctive relief, its request must be denied.” Sierra Forest Legacy
3 v. Rey, --- F. Supp. 2d ----, 2010 WL 715846, at *1 (E.D. Cal. 2010)
4 (citing Winter, 129 S. Ct. at 376). “In each case, courts must
5 balance the competing claims of injury and must consider the effect on
6 each party of the granting or withholding of the requested relief.”
7 Indep. Living Ctr. of S. Cal. Inc. v. Maxwell-Jolly, 572 F.3d 644, 651
8 (9th Cir. 2009) (quoting Winter 129 S. Ct. at 376).

9 **II. BACKGROUND**

10 **A. Factual Background**

11 Plaintiff WVR develops, finances, manages and sells
12 timeshare properties. (Compl. ¶ 7.) WVR’s sister company, Plaintiff
13 WRDC, is the exclusive developer, marketer and management company of
14 WorldMark The Club (“WorldMark”). (Fry Decl. ¶ 3.) Peggy Fry, the
15 Vice President of Owner Services for WRDC, describes WorldMark as
16 follows:

17 WorldMark is a credit-based timeshare product that
18 allows the owner to vacation within the WorldMark
19 system of resorts. WRDC does not sell deeded
20 interests in property at a specific resort.
21 Instead, WorldMark owners own points called
22 “vacation credits” that they can use at 70
23 WorldMark resorts in the United States, Hawaii,
24 Canada, Mexico and Fiji. The timeshare owners
25 purchase an initial quantity of credits and in
26 return they obtain a WorldMark The Club membership.
27 Each year the WorldMark owners receive their annual
28 allotment of credits. WorldMark owners have the
opportunity to upgrade their memberships by
purchasing additional credits. By upgrading their
memberships, WorldMark owners increase their annual
allotment of credits which provides them with more
access to the WorldMark resorts.

(Fry Decl. ¶ 3.)

WRDC has two sales forces. (Peterson Decl. ¶ 3.) “The
'frontline' sales force sells WorldMark memberships to prospects that

1 are not current WorldMark members. The 'upgrade' sales force sells
2 upgrades to existing WorldMark members." (Id.) "The upgrades sales
3 force directly competes with third-party brokers for upgrade sales.
4 Third-party brokers seek to sell discounted upgrades to current
5 WorldMark members." (Id. ¶ 5.) The majority of WRDC's sales revenue
6 is generated from upgrade sales. (Id. ¶ 4.) In 2009, WorldMark
7 members purchased 13,257 upgrades from WRDC, accounting for
8 approximately 61 percent of WRDC's total sales for that year. (Id. ¶
9 9.)

10 Bingham was employed by WRDC on four occasions from 1994 to
11 2009 and held various positions including sales representative, sales
12 manager, and director of site sales. (Haskew Decl. ¶ 3.) Most
13 recently, Bingham was employed from February 2009 until August 14,
14 2009 as a sales representative. (Id.) In this capacity, Bingham was
15 responsible for selling upgrades to existing WorldMark members. (Id.
16 ¶ 4.) Bingham's employment with Wyndham, however, was terminated on
17 August 16, 2009. (Id. ¶ 9.)

18 On April 15, 2010, Peggy Fry received an email from Dan
19 Murphy, the President of Timeshare Liquidation Service, LLC, in which
20 he wrote that "'a past Wyndham sales executive' tried to sell him
21 40,000 names of WorldMark owners." (Fry Decl. ¶ 6.) Fry requested
22 that Murphy tell her the name of the former sales executive;
23 initially, Murphy declined to reveal the former sales executive's
24 identity. (Id. ¶ 7.) Fry contacted Murphy on June 1, 2010, again
25 requesting that he disclose the name of the former sales executive.
26 (Id. ¶ 8.) Murphy responded in an email, writing that he:

27 was offered 40,000 [WorldMark] owners['] names,
28 prequalified for Travel Share, from the N. CA
office, by [WorldMark] Owner Robert Bingham,

1 formerly owner of WM 00023005104. He claimed to
2 have worked for Trendwest/Wyndham for 17 years. I
3 declined, stating that [those] names belonged to
4 Wyndham, not Bingham. He concurred, and didn't
5 press me. I have no idea if he was successful
6 selling them elsewhere, or if he even has them to
7 begin with.

8 (Fry Decl. ¶ 6, Ex. A.)

9 Prior to commencing his employment with Wyndham, Bingham
10 agreed in writing to abide by the Business Principles of WRDC's parent
11 Company, Wyndham Worldwide Corporation. (Haskew Decl. ¶ 8.) Wyndham
12 Worldwide Corporation's Business Principles identify "client lists,
13 (including phone numbers and postal and e-mail addresses) and/or
14 client or customer contact information" as "confidential and
15 proprietary information" that is the "sole property of Wyndham
16 Worldwide." (Haskew Decl. ¶ 8, Ex. C at 12.) The Business Principles
17 further provide that "[i]nformation relating to the company and its
18 subsidiaries and affiliates must be kept secure, used solely as
19 authorized by the Company and must not be given to unauthorized
20 outsiders or used for personal interest or profit." (Id. at 13.)

21 Prior to beginning his employment with WRDC, Plaintiff also
22 signed a Salesperson Agreement on February 11, 2009 which states the
23 following:

24 DISCLOSURE OF INFORMATION. Salesperson agrees and
25 acknowledges that, as an employee of WRDC,
26 Salesperson may be given or be privy to certain
27 valuable, proprietary or confidential information,
28 including but not limited to . . . prospect or
 purchaser lists. Except in the normal course of
 Salesperson's duties hereunder, Salesperson shall
 not, while employed by WRDC or at anytime
 thereafter, copy or disclose any such information
 to any person or entity for any reason or purpose,
 nor shall Salesperson utilize such information.
 Salesperson agrees that all such information,
 including any copies thereof, is the property of
 WRDC and that immediately upon termination of

1 Salesperson's employment with WRDC all such
2 property and data, including any copies,
3 recordations (whether in written or electronic
4 form) or abstracts thereof, shall be returned to
5 WRDC. Because WRDC's damages from any violation of
6 this paragraph would be impracticable and extremely
7 difficult to determine, the liquidated amount of
8 damages presumed to be sustained from any such
9 breach will be \$15,000. That sum is agreed on as
10 compensation for the injury suffered by WRDC, and
11 not as a penalty. In addition, WRDC shall be
12 entitled to injunctive relief as well as any remedy
13 available at law, including reasonable attorney's
14 fees incurred in obtaining such relief.

15 (Haskew Decl. ¶¶ 7-8, Ex. A. ¶ 6.)

16 Further, upon his termination, Bingham was provided with a
17 severance agreement entitled "Agreement and General Release." (Id. ¶
18 11.) Paragraph 13 of the Agreement and General Release states:

19 BINGHAM acknowledges that in connection with
20 his/her employment, BINGHAM has had access to
21 information of a nature not generally disclosed to
22 the public. BINGHAM agrees to keep confidential
23 and not disclose to anyone, unless legally
24 compelled to do so, Confidential and Proprietary
25 Information. "Confidential and Proprietary
26 Information" includes but is not limited to all
27 Company or any Released Party's . . . current and
28 prospective client and supplier lists Such
confidential information may or may not be
designated as confidential or proprietary and may
be oral, written or electronic media. BINGHAM
understands that such information is owned and
shall continue to be owned by the Released Parties.
BINGHAM agrees that he/she has not and will not
disclose, directly or indirectly, in whole or in
part, any of the Confidential and Proprietary
information. BINGHAM acknowledges that he/she has
complied and will continue to comply with this
commitment, both as an employee and after the
termination of his/her employment. BINGHAM also
acknowledges his/her continuing obligations under
the Company Business Principles.

29 (Haskew Decl. ¶ 12, Ex. D.) Plaintiff executed the Agreement and
30 General Release on April 16, 2010, approximately eight months after
31 his termination.

1 Dana Peterson, the Vice President of Upgrade Sales for
2 Wyndham Vacation Ownership, Inc. declares that "[t]he names and
3 contact information of WorldMark members is not publicly-available
4 because a WorldMark membership is not a deeded interest in a
5 timeshare." (Peterson Decl. ¶ 5.) Peterson further avers that "WRDC
6 spends a significant amount of time and resources developing and
7 maintaining its membership base" and that "WRDC's member lists are
8 trade secret and confidential and proprietary information [since they]
9 . . . provide WRDC with competitive advantages, or the opportunity to
10 gain competitive advantages, over those who do not have access to this
11 information." (Id. ¶¶ 6-7.)

12 **B. Procedural History**

13 Plaintiffs filed a complaint against Bingham in this federal
14 court on June 21, 2010, alleging claims of trade secret
15 misappropriation, unfair competition under California Business and
16 Professions Code section 17200, breach of contract and intentional
17 interference with prospective economic advantage. Plaintiffs moved
18 for a TRO on June 22, 2010.

19 **III. DISCUSSION**

20 **A. Likelihood of Success on the Merits**

21 Plaintiffs argue they are likely to succeed on the merits of
22 each of their four claims alleged against Bingham.

23 **i) Trade Secret Misappropriation Claim**

24 Plaintiffs argue "Bingham's actions . . . constitute
25 misappropriation of Wyndham's trade secrets, specifically its list of
26 40,000 WorldMark owners." Plaintiffs further argue that "[d]espite
27 having agreed on three separate occasions to maintain the
28 confidentiality of Wyndham's member information, Bingham offered to

1 provide the list to a competitor, Timeshare Liquidation Service, LLC,
2 which could have used that information to directly compete against
3 Wyndham in marketing upgrades to Wyndham's members." (Mem. in P. & A.
4 in Supp. of Mot. for TRO 7:25-8:4.)

5 California has adopted the Uniform Trade Secrets Act
6 ("UTSA"). MAI Sys. Corp. v. Peak Computer, Inc., 991 F.2d 511, 520
7 (9th Cir. 1993) cert. denied, 510 U.S. 1033 (1993). To prevail on
8 their trade secret misappropriation claim, Plaintiffs must satisfy
9 "two primary elements": "(1) the existence of a trade secret, and (2)
10 misappropriation of the trade secret." AccuImage Diagnostics Corp. v.
11 Terarecon, Inc., 260 F. Supp. 2d 941, 950 (N.D. Cal. 2003) (citing
12 Cal. Civ. Code § 3426.1(b)).

13 **a. Trade Secret**

14 The UTSA defines a "trade secret" as "information, including
15 a formula, pattern, compilation, program, device, method, technique,
16 or process, that . . . [d]erives independent economic value, actual or
17 potential, from not being generally known to the public or to other
18 persons who can obtain economic value from its disclosure or use; and
19 . . . [i]s the subject of efforts that are reasonable under the
20 circumstances to maintain its secrecy." Cal. Civ. Code § 3426.1(d).

21 "It is well-established that a customer list may constitute
22 a protectable trade secret." Gable-Leigh, Inc. v. N. Am. Miss, No. CV
23 01-01019 MMM (SHX), 2001 WL 521695, at *15 (C.D. Cal. Apr. 13, 2001)
24 (citations omitted); see also Robert Half Int'l, Inc. v. Murray, No.
25 CV F 07-0799 LJO SMS, 2008 WL 2625857, at *4 (E.D. Cal. June 25, 2008)
26 (stating "[a] customer list acquired by lengthy and expensive efforts
27 deserves protection as a trade secret") (citing MAI Systems, 991 F.2d
28 at 521 & Courtesy Temporary Serv., Inc. v. Camacho, 222 Cal. App. 3d

1 1278, 1288 (1990)). In Morlife, Inc. v. Perry, 56 Cal. App. 4th 1514,
2 1521-22 (1997), the California Appellate Court explained the
3 circumstances under which a customer list is entitled to trade secret
4 protection under the UTSA:

5 [C]ourts are reluctant to protect customer lists to
6 the extent they embody information which is
7 "readily available" through public sources, such as
8 business directories. On the other hand, where the
9 employer has expended time and effort identifying
10 customers with particular needs or characteristics,
11 courts will prohibit former employees from using
12 this information to capture a share of the market.
13 Such lists are to be distinguished from mere
14 identities and locations of customers where anyone
15 could easily identify th entities as potential
16 customers. As a general principle, the more
17 difficult information is to obtain, and the more
18 time and resources expended by an employer in
19 gathering it, the more likely a court will find
20 such information constitutes a trade secret. The
21 requirement that a customer list must have economic
22 value to qualify as a trade secret has been
23 interpreted to mean that the secrecy of this
24 information provides a business with a "substantial
25 business advantage." In this respect, a customer
26 list can be found to have economic value because
27 its disclosure would allow a competitor to direct
28 its sales efforts to those customers who have
already shown a willingness to use a unique type of
service or product as opposed to a list of people
who only might be interested. Its use enables the
former employee to "solicit both more selectively
and more effectively."

(internal citations omitted).

21 Plaintiffs have provided evidence that the identifies and
22 contact information of WorldMark members is not publicly available and
23 that their customer list has economic value "because its disclosure
24 would allow a competitor to direct its sales efforts to those
25 customers who have already shown a willingness" to purchase upgrades.
26 Morlife, 56 Cal. App. 4th at 1522 (citation omitted); (Peterson Decl.
27 ¶¶ 5-7.) Further, Plaintiffs have shown that they took measures
28 reasonable under the circumstances to maintain the secrecy of their

1 customer lists by requiring that sales staff undergo training as well
2 as sign multiple agreements in which they acknowledge that WRDC's
3 client lists and customer contact information are considered
4 confidential and proprietary and the property of WRDC. (Id. ¶ 8.)
5 Plaintiffs, therefore, have shown that they are likely to succeed in
6 establishing that their customer list constitutes a protectable trade
7 secret under the UTSA.

8 **b. Misappropriation**

9 The UTSA defines "misappropriation" as:

10 Disclosure or use of a trade secret of another
11 without express or implied consent by a person who:

- 12 (A) Used improper means to acquire knowledge
13 of the trade secret; or
14 (B) At the time of disclosure or use, knew or
15 had reason to know that his or her
16 knowledge of the trade secret was:
17 (i) Derived from or through a person who
18 had utilized improper means to
19 acquire it;
20 (ii) Acquired under circumstances giving
21 rise to a duty to maintain its
22 secrecy or limits its use; or
23 (iii) Derived from or through a person who
24 owed a duty to the person seeking
25 relief to maintain its secrecy or
26 limit its use; or
27 (C) Before a material change of his or her
28 position knew or had reason to know that
it was a trade secret and that knowledge
of it had been acquired by accident or
mistake.

22 Cal. Civ. Code § 3426.1(b). "Actual or threatened misappropriation may
23 be enjoined." Cal. Civ. Code § 3426.2(a); see also Cent. Valley Gen.
24 Hosp. v. Smith, 162 Cal. App. 4th 501, 524 (2008) (interpreting
25 California Civil Code section 3426.2(a) as providing "that an
26 injunction may be based either on actual misappropriation or on
27 threatened misappropriation").

1 Undoubtedly, Bingham's alleged attempt to sell Plaintiffs'
2 customer list to one of Plaintiffs' competitors constitutes threatened
3 misappropriation under the UTSA. Plaintiffs, therefore, have shown
4 that they are likely to prevail on their claim that Bingham threatened
5 to misappropriate their trade secret.

6 Since Plaintiffs have shown a likelihood of success on their
7 trade secret misappropriation claim, their likelihood of success on
8 their other three claims need not be analyzed.

9 **B. Likelihood of Irreparable Harm**

10 Plaintiffs also argue they will suffer irreparable harm if
11 Bingham is not restrained from disclosing their customer list.
12 Specifically, Plaintiffs argue that "Bingham's actions directly
13 threaten Wyndham with the loss of upgrade sales" as well as the
14 "ero[sion] [of] the good will between WRDC and its members." (Mem. of
15 P. & A in Supp. of Mot. for TRO 10:13-14, 22-25.)

16 Peggy Fry declares that "[a] large percentage of WRDC's
17 business is repeat business from WorldMark owners, including existing
18 owners' purchase of updgrade and owner referrals [and,] [t]herefore[,]
19 owner relations and goodwill are vital to WRDC's success." (Fry Decl.
20 ¶ 5.) Fry further declares that WorldMark members "expect WRDC to
21 keep [their WorldMark membership] . . . confidential" and "[a]ny
22 disclosure of the names and contact information of WorldMark owners to
23 third-party brokers adversely affects the good will and trust of
24 WorldMark owners and consequently hurts WRDC's sales." (Id.) Lastly,
25 Fry declares that "[i]n recent months, the Owner Care department has
26 received an increasing number of complaints from WorldMark owners
27 regarding the owners being solicited by third-party timeshare
28 brokers." (Id.)

1 Plaintiffs, therefore, have shown that they are likely to
2 suffer irreparable harm in the absence of injunctive relief. See
3 Stuhlbarq Int'l Sales Co. v. John D. Brush and Co., Inc., 240 F.3d
4 832, 841 (9th Cir. 2001) ("Evidence of threatened loss of prospective
5 customers or goodwill . . . supports a finding of the possibility of
6 irreparable harm."); see also Gallagher Benefit Servs., Inc. v. De La
7 Torre, 283 Fed. Appx. 543, 546 (9th Cir. Jun. 24, 2008) (affirming
8 district court's conclusion that injury to goodwill and customers due
9 to trade secret misappropriation constitutes irreparable harm); TMX
10 Funding, Inc. v. Impero Techs., Inc., No. C. 10-00202 JF (PVT), 2010
11 WL 1028254, at *8 (N.D. Cal. Mar. 18, 2010) (stating that "California
12 courts have presumed irreparable harm when proprietary information is
13 misappropriated"); Lillge v. Verity, No. C 07-2748, 2007 WL 2900568,
14 at *7 (N.D. Cal. Oct. 2, 2007) (finding that the "risk of losing
15 established customers to defendants' . . . due to defendants' improper
16 use of plaintiff's proprietary information would obviously create a
17 lasting, irreparable harm").

18 **C. Balance of Hardships**

19 Plaintiffs also argue that the balance of equities tips in
20 their favor since they have "a vital interest in protecting [their]
21 trade secret information and preventing competitors from using that
22 information" and "Bingham has no right to use [Plaintiffs']
23 proprietary information to his own benefit." (Mem. of P. & A. in
24 Supp. of Mot. for TRO 10:27-11:3.)

25 The injunctive relief sought by Plaintiffs would prohibit
26 "Robert Bingham, his agents, servants, employees and attorneys, and
27 all those in active concert or participating with him . . . from
28 disclosing or using any and all trade secret, proprietary or

1 confidential information belonging to [Plaintiffs] . . . or known to
2 [Bingham] by virtue of [his] employment with [Plaintiffs], including
3 but not limited to all lists of, and information pertaining to,
4 [Plaintiffs'] customers, owners or members." (Proposed Order Granting
5 Pls.' Mot. for TRO ¶ 1.) Therefore, "[t]he injunctive relief sought
6 by [Plaintiffs] is specific to the use of proprietary information
7 belonging to [Plaintiffs] Accordingly, the balance of
8 hardships weighs in favor of [Plaintiffs]." TMX, 2010 WL 1028254, at
9 *8; see also Merrill Lynch, Pierce Fenner & Smith Inc v. Chung, No. CV
10 01-00659 CBM RCX, 2001 WL 283083, at *6 (C.D. Cal. Feb. 2, 2001)
11 (stating that "the balance of hardships tips heavily in favor of
12 granting injunctive relief because an injunction merely prohibits
13 Defendants from misappropriating the trade secrets of [Plaintiff]").

14 **D. The Public Interest**

15 Plaintiffs also argue that injunctive relief "will not
16 adversely affect the public interest" since "[t]here is no legitimate
17 public interest in the unauthorized disclosure of a party's
18 proprietary business information." (Mem. of P. & A. in Supp. of Mot.
19 for TRO 11:5-11.) Since "it is in the public interest that trade
20 secret customer lists be protected," Plaintiffs have shown that the
21 public interest favors injunctive relief in this case. Gable-Leigh,
22 2001 WL 521695, at *20 (citing Kewanee Oil Co. v. Bicron Corp., 416
23 U.S. 470 (1974), which states "[i]t is hard to see how the public
24 would be benefitted by disclosure of customer lists"); see also Chung,
25 2001 WL 283083, at *6 (holding that injunction that protects "trade
26 secret client lists and other confidential and trade secret
27 information" promotes the public interest).

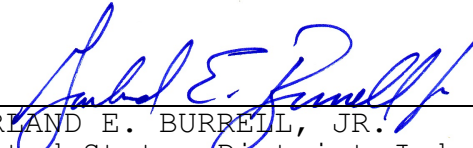
28 **E. Bond**

1 Federal Rule of Civil Procedure 65(c) ("Rule 65(c)")
2 provides that "[t]he court may issue a preliminary injunction or
3 temporary restraining order only if the movant gives security in an
4 amount that the court considers proper to pay the costs and damages
5 sustained by any party found to have been wrongfully enjoined or
6 restrained." Fed. R. Civ. P. 65(c). The Court's order granting
7 Plaintiffs' motion for a TRO required that Plaintiffs file a bond in
8 the amount of \$10,000; the TRO was not effective until this bond was
9 filed. Plaintiffs filed notice on July 1, 2010 that they had secured
10 a bond in the amount of \$10,000. Therefore, the requirements of Rule
11 65(c) are satisfied.

12 **IV. CONCLUSION**

13 For the reasons stated above, Plaintiffs' motion for a
14 preliminary injunction is GRANTED. Robert Bingham, his agents,
15 servants, employees and attorneys, and all those in active concert or
16 participating with him, is hereby prohibited from disclosing or using
17 any and all trade secret, proprietary or confidential information
18 belonging to plaintiffs Wyndham Resort Development Corporation dba
19 WorldMark by Wyndham and Wyndham Vacation Resorts, Inc. or known to
20 him by virtue of his employment with Wyndham, including by not limited
21 to all lists of, and information pertaining to, Wyndham's customers,
22 owners or members.

23 Dated: July 8, 2010

24
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26 _____
27 GARLAND E. BURRELL, JR.
28 United States District Judge