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14 [Additional Counsel Listed on Next Page]
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16 **UNITED STATES DISTRICT COURT**
 17 **EASTERN DISTRICT OF CALIFORNIA**

18 HOSPITALITY STAFFING SOLUTIONS,
 LLC,
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 Plaintiff,
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 v.
 21 ALLSTARS STAFFING, LLC; FERNANDO
 22 GIRON, an individual; and DOES 1 - 10,
 23
 Defendants.
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Case No. 2:15-cv-02352-KJM-AC

**STIPULATED PERMANENT INJUNCTION
 AND ORDER**

Complaint Filed: November 12, 2015
 Trial Date: April 24, 2017

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1 **STIPULATED PERMANENT INJUNCTION**

2 WHEREAS, on November 12, 2015, Plaintiff Hospitality Staffing Solutions, LLC
3 (“Plaintiff” or “HSS”) filed the above-captioned action against Defendants Allstars Staffing, LLC
4 (“Allstars”) and Fernando Giron (“Giron”) (collectively, the “Parties”) for alleged violation of the
5 California Uniform Trade Secrets Act, intentional interference with contractual relations, and
6 unfair competition in violation of California Business and Professions Code Section 17200 *et seq.*
7 based on Defendants’ alleged acquisition of HSS’s trade secrets and interference with contractual
8 relationships it had with various clients. Plaintiff also alleged breach of contract in connection with
9 Giron’s alleged breach of a confidentiality and non-solicitation agreement he entered into with
10 HSS;

11 WHEREAS, Allstars and Giron deny each of HSS’s allegations;

12 WHEREAS, the Parties now wish to end the litigation, and have agreed as a basis for doing
13 so to stipulate and agree to the issuance of a permanent injunction, as set forth herein (and agree to
14 request that the Court so order);

15 NOW THEREFORE, the Parties stipulate and agree, and request the Court enter an order
16 (the “Order”) as follows:

17 1. The Parties agree that from the date the Court issues this Order, continuing
18 for a period of two (2) years thereafter, unless the Court otherwise orders, Giron and Allstars (and
19 anyone acting on their behalf who receives actual notice of this Stipulation and Proposed Order) is
20 hereby permanently restrained and enjoined from possessing, using or disclosing any HSS trade
21 secrets or Confidential Information, in any form (the term “Confidential Information” is defined as:
22 customer lists and reports related to customer sales and billing trends, and/or any information
23 contained therein; any service agreements or contracts between HSS and its customers and/or
24 information contained therein, including customer pricing, contract terms and expiration dates;
25 wage information for HSS’ employees; and and other confidential information to which Giron was
26 privy to during the course of his employment with HSS regarding HSS’s business, customers and
27 employees that would have been subject to the terms and conditions set forth in the Confidentiality
28 and Non-Solicitation Agreement he entered into during his employment with HSS. However,

1 Confidential Information does not include any information that is or becomes publicly known or
2 available through no fault of Allstars or Fernando Giron or anyone acting on Allstars' or Fernando
3 Giron's behalf.).

4 2. Should Giron or Allstars discover that they possess HSS trade secrets or
5 Confidential Information in any form, they will provide HSS with reasonably prompt notice of the
6 discovery, will not use or disclose, or delete, erase, or otherwise destroy the information they have
7 discovered, and will allow HSS to inspect and/or obtain return of the information.

8 3. Allstars and Giron further agree that within five business days from when
9 the Court enters the Order, Giron will deliver a copy of this Stipulated Permanent Injunction to his
10 current employer, Inspire Preschool Academy.

11 4. Giron further agrees that for 24 months from the date of this Order, he will
12 not solicit, recruit or attempt to recruit directly or by assisting others (including, but not limited to
13 Allstars), any other employee of HSS with whom Giron had contact during his employment with
14 HSS.

15 5. Allstars agrees that it will not use any HSS trade secret or Confidential
16 Information that may have been disclosed to it by Giron, to solicit, recruit or attempt to recruit HSS
17 employees, or its customers/clients.

18 6. This Order shall survive the dismissal of this action.

19 **SO STIPULATED.**

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21 DATED: April 6, 2017

SNELL & WILMER L.L.P.

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By: /s/ Tiffany Brosnan (authorized on 3/21/2017)
TIFFANNY BROSNAN
ERIN D. LEACH

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Attorneys for Defendant
ALLSTARS STAFFING, LLC

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DATED: April 6, 2017

CAROTHERS DISANTE & FREUDENBERGER
LLP

By: /s/ Joel Van Parys (authorized on 3/21/2017)
MARIE D. DISANTE
JOEL VAN PARYS

Attorneys for Defendant
FERNANDO GIRON

DATED: April 6, 2017

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By: /s/ Becki D. Graham
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CAROLYN E. SIEVE
BECKI D. GRAHAM

Attorneys for Plaintiff
HOSPITALITY STAFFING SOLUTIONS,
LLC

ORDER

SO ORDERED.

DATED: April 6, 2017


UNITED STATES DISTRICT JUDGE