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 17 TRULITE GLASS AND ALUMINUM SOLUTIONS, LLC

18 UNITED STATES DISTRICT COURT
 19 EASTERN DISTRICT OF CALIFORNIA
 20 SACRAMENTO DIVISION

21 TRULITE GLASS AND ALUMINUM
 SOLUTIONS, LLC,
 22 Plaintiff,
 23 v.

24 GEOFF SMITH, TYRONE YOUNT,
 NATHAN WITKIN, BRYAN McNABB,
 25 PATRICK J. SHASBY, JR. and
 CALIFORNIA GLASS & MIRROR CORP.,
 26 Defendants.

Case No. 2:16-cv-01798-JAM-AC

**AGREED FINAL INJUNCTION ORDER
 FOR DEFENDANTS SMITH, YOUNT,
 SHASBY AND CALIFORNIA GLASS &
 MIRROR CORP.**

Trial Date: None Set
 Date Action Filed: July 29, 2016

1 This matter came before the Court on the Verified Complaint and Motion for a
2 Preliminary Injunction of Plaintiff Trulite Glass and Aluminum Solutions, LLC ("Trulite"),
3 against Defendants Geoff Smith, Tyrone Yount, Patrick J. Shasby, Jr., and California Glass &
4 Mirror Corp. (collectively, "Cal Glass Defendants"). By agreement of the Parties and for good
5 cause shown, it is hereby ORDERED, ADJUDGED, AND DECREED that:

6 1. Trulite has alleged that the Cal Glass Defendants have misappropriated trade
7 secrets of Trulite in violation of Cal. Civ. Code § 3426.1 *et seq.* and 18 U.S.C. § 1836 *et seq.*
8 According to Trulite, the information at issue, which consists of Trulite's (1) customer data; (2)
9 financial data; (3) business plans and strategies; (4) cost data; (5) pricing; (6) quotes; (7)
10 processes, procedures, and forms; (8) sales detail; (9) product offerings; and (10) employee
11 information, is the subject of reasonable measures to maintain its secrecy and derives independent
12 economic value from not being known to Trulite's competitors. Trulite alleges that Defendants
13 Smith and Yount acquired the trade secrets by improper means by sending the information to
14 their personal email accounts, and Defendant Shasby failed to secure and improperly retained
15 Trulite financial information following his departure from employment at Trulite. Trulite also
16 alleges that Defendant California Glass & Mirror Corp. acquired the trade secrets by improper
17 means by virtue of its being controlled by Defendants Smith, Yount, and Shasby. The Cal Glass
18 Defendants deny Trulite's allegations and allege that Trulite has committed acts of unfair
19 competition and defamation. Trulite denies these claims.

20 2. Until May 1, 2017, the Cal Glass Defendants are enjoined, whether acting alone or
21 in concert with any person or entity, unless otherwise excepted herein, from directly or indirectly
22 soliciting or providing or selling any products or services to certain Trulite customers identified in
23 a confidential settlement agreement between the Parties (the "Confidential Settlement
24 Agreement"). These prohibitions extend not only to solicitation when initiated by the Cal Glass
25 Defendants, but also to instances in which the Cal Glass Defendants respond to inquiries or
26 communications initiated by one of the identified customers. These prohibitions shall only apply
27 to those customers that the Parties have identified within the Confidential Settlement Agreement.

28 3. By agreeing to the entry of this Agreed Final Injunction Order, the Cal Glass

1 Defendants are verifying that, within 10 days from the entry of this Order, each of the Cal Glass
2 Defendants will return to Trulite all hard copies of Trulite information and documents and
3 derivatives thereof ("Trulite Information") in their possession, custody or control and will, at their
4 cost, destroy all Trulite Information contained on their electronic devices and in their e-mail and
5 electronic storage accounts. An independent computer forensics expert located in the Sacramento
6 area selected by and at the direction of Trulite's counsel ("Expert") will (1) assist in instructing
7 the Cal Glass Defendants to properly identify and destroy Trulite Information, any associated
8 metadata, and remnants or partial versions of Trulite Information residing on their devices and
9 their email and electronic storage accounts; (2) take all steps necessary to verify the destruction of
10 Trulite Information from the Cal Glass Defendants' devices and accounts; and (3) sequester,
11 remove, and destroy any additional Trulite Information identified on the Call Glass Defendants'
12 electronic devices or accounts during the verification process. Before conducting the verification
13 process, the Expert will sign a confidentiality agreement indicating that he or she will not share
14 any information unrelated to Trulite Information viewed during the verification process. The
15 costs of the Expert will be borne solely by the Cal Glass Defendants. The Cal Glass Defendants
16 will provide Trulite written certification that they have returned to Trulite all hard copies of
17 Trulite Information in their possession, custody or control and that they have destroyed all Trulite
18 Information contained on their electronic devices and in their e-mail and electronic storage
19 accounts. The Cal Glass Defendants will annually certify in a writing or writings signed by each
20 of them and delivered to Trulite's counsel by 5 p.m. PST on October 15, 2017, October 15, 2018,
21 and October 15, 2019, that they are in compliance with the Agreed Final Injunction Order.

22 4. Trulite will have the right to conduct independent inspections of the Cal Glass
23 Defendants' electronic devices and e-mail and electronic storage accounts as set forth in the
24 Confidential Settlement Agreement to confirm the Cal Glass Defendants are in compliance with
25 the Agreed Final Injunction Order.

26 5. This Agreed Final Injunction Order shall be governed by and enforced in
27 accordance with the laws of the State of California and any action or proceeding to enforce or
28 arising out of this Agreed Final Injunction Order shall be commenced only in this Court, and the

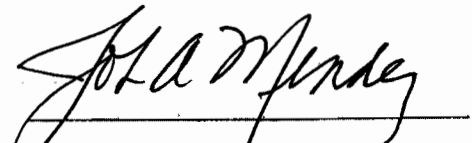
1 Parties agree that personal jurisdiction and venue for any such action or proceeding will be proper
2 in this Court.

3 6. Within five (5) days of Trulite receiving the Cal Glass Defendants' written
4 certification and the Expert's verification that the Cal Glass Defendants' destroyed all Trulite
5 information on their electronic devices and in their e-mail and electronic storage accounts, the
6 Parties shall file a Stipulation Of Dismissal With Prejudice of all claims, counterclaims, third-
7 party claims and causes of action Trulite filed against the Cal Glass Defendants and the Cal Glass
8 Defendants filed against Trulite and Counter-Defendant Trulite WSG, LLC, each party to bear its
9 own costs. The Court shall retain jurisdiction over the Parties to enforce the requirements of this
10 Order.

11
12 IT IS SO ORDERED.

13 10-4-2016

14 Date

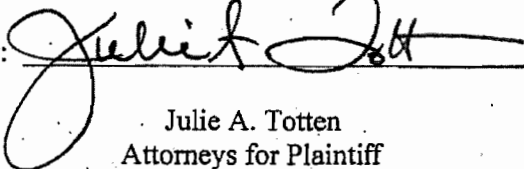

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Judge John A. Mendez

Agreed to by:

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Dated: October 3, 2016.

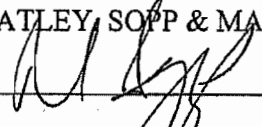
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By: 

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TRULITE GLASS AND ALUMINUM
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Dated: October 3, 2016.

WHEATLEY, SOPP & MADSEN, LLP

By: 

Richard D. Sopp
Attorneys for Cal Glass Defendants
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CALIFORNIA GLASS & MIRROR CORP.

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