

1 JULIE ANN TOTTEN (State Bar No. 166470)
 jatotten@orrick.com
 2 ERIC R. OLAH (State Bar No 295513)
 olah@orrick.com
 3 ORRICK, HERRINGTON & SUTCLIFFE LLP
 400 Capitol Mall, Suite 3000
 4 Sacramento, CA 95814-4497
 Telephone: +1-916-447-9200
 5 Facsimile: +1-916-329-4900

6 MICHAEL D. WEIL (State Bar No. 209056)
 mweil@orrick.com
 7 ORRICK, HERRINGTON & SUTCLIFFE LLP
 405 Howard Street
 8 San Francisco, CA 94105-2669
 Telephone: +1 415 773 5700
 9 Facsimile: +1 415 773 5759

10 JAMES D. CURPHEY (Admitted *Pro Hac Vice*)
 jcurphey@porterwright.com
 11 MEGAN E. BAILEY (Admitted *Pro Hac Vice*)
 mbailey@porterwright.com
 12 JARED M. KLAUS (Admitted *Pro Hac Vice*)
 jklaus@porterwright.com
 13 PORTER WRIGHT MORRIS & ARTHUR LLP
 41 South High Street, Suites 2800-3200
 14 Columbus, OH 43215-6194
 Telephone: +1-614-227-2000
 15 Facsimile: +1-614-227-2100

16 Attorneys for Plaintiff
 TRULITE GLASS AND ALUMINUM SOLUTIONS, LLC

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

20 TRULITE GLASS AND ALUMINUM
 21 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 WITKIN AND
 MCNABB**

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 Nathan Witkin (“Witkin”) and Bryan McNabb (“McNabb”) (collectively, the
4 “Defendants”). By agreement of the Parties and for good cause shown, it is hereby ORDERED,
5 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;
9 (2) financial data; (3) business plans and strategies; (4) cost data; (5) pricing; (6) quotes;
10 (7) 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 Defendant
13 Witkin acquired the trade secrets by improper means by sending the information to his personal
14 email accounts, and Defendant McNabb shared trade secret information with is future employer.
15 Defendants Witkin and McNabb deny Trulite’s allegations.

16 2. On October 6, 2016 following oral argument on Trulite’s Motion for Preliminary
17 Injunction, this Court issued an Order Granting Plaintiff’s Motion for Preliminary Injunction
18 (“Preliminary Injunction”), ECF No. 64. The Preliminary Injunction remains in place, including
19 but not limited to numbered paragraph (3), and nothing in this order shall limit the restrictions
20 imposed upon the Defendants in the Preliminary Injunction.

21 3. In addition to the restrictions in the Preliminary Injunction, the Defendants are
22 enjoined, whether acting alone or in concert with any person or entity, unless otherwise excepted
23 herein, until June 30, 2017, from initiating contact with certain Trulite customers identified in
24 confidential settlement agreements between the Parties (the “Confidential Settlement
25 Agreements”). These additional prohibitions shall only apply to those customers that the Parties
26 have identified within the Confidential Settlement Agreements.

27 4. This Agreed Final Injunction Order shall be governed by and enforced in
28 accordance with the laws of the State of California and any action or proceeding to enforce or

1 arising out of this Agreed Final Injunction Order shall be commenced only in this Court, and the
2 Parties agree that personal jurisdiction and venue for any such action or proceeding will be proper
3 in this Court.

4 5. Within three (3) days of the entering of this Final Injunction, the Parties shall file a
5 Stipulation Of Dismissal With Prejudice of all claims, with each party to bear its own costs. The
6 Court shall retain jurisdiction over the Parties to enforce the requirements of this Order.

7 IT IS SO ORDERED.

8 Dated: 2/6/2017

9 /s/ John A. Mendez
10 Judge John A. Mendez

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Agreed to by:

Dated: February 6, 2017.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: /s/ Eric R. Olah

Eric R. Olah
Attorneys for Plaintiff
TRULITE GLASS AND ALUMINUM
SOLUTIONS, LLC

Dated: January 30, 2017.

FOX, WANG & MORGAN P.C.

By: /s/ Jay J. Wang
(as authorized on January 30, 2017)

Jay J. Wang
Attorneys for Defendant
NATHAN WITKIN

Dated: February 6, 2017.

MILLSTONE, PETERSON & WATTS, LLP

By: /s/ Glenn W. Peterson
(as authorized on February 6, 2017)

Glenn W. Peterson
Attorneys for Defendant
Bryan McNabb