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

PEO EXPERTS CA, INC., dba BIXBY
ZANE INSURANCE SERVICES, a
California corporation,

Plaintiff,

vs.

MICHAEL CRAIG ENGSTROM, an
individual; CHRISTOPHER IGNAZIO
LONGO, an individual; RYAN
WAKEFIELD, an individual;
JENNIFER ENGSTROM, an individual;
MICHAEL ENGSTROM, INC., a
California corporation; B&C LOC, INC.,
a California corporation; PEO
ADVISORS OF CA, INC., a California
corporation; and FREEDOM RISK
INSURANCE SERVICES, a business
entity form unknown,

Defendants.

Case No. 2:17-CV-00318-KJM-CKD

**ORDER GRANTING PLAINTIFF
PEO EXPERTS CA, INC., DBA
BIXBY ZANE INSURANCE
SERVICES' MOTION FOR
PRELIMINARY INJUNCTION
AGAINST RYAN WAKEFIELD
AND FREEDOM RISK
INSURANCE SERVICES**

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Plaintiff PEO Experts CA, Inc., dba Bixby Zane Insurance Services'
Motion for Preliminary Injunction came on for hearing on April 27, 2017 at 2:30
p.m., in Courtroom 3 of the above-captioned court located at 501 I Street, 15th

1 Floor, Sacramento, CA 95814. Upon review of Plaintiff's Complaint, Plaintiff's
2 moving and reply papers and evidence submitted in support thereof, Defendants'
3 opposition papers and evidence submitted in support thereof, and the arguments
4 of counsel, the Court is satisfied that Plaintiff has satisfied all requirements and
5 criteria for the issuance of a preliminary injunction against Defendants Ryan
6 Wakefield and Freedom Risk Insurance Services. The Court finds that Plaintiff
7 has demonstrated a reasonable prospect of success on its trade secret and unfair
8 competition claims, that it is likely to suffer irreparable harm in the absence of
9 preliminary relief, and that the balance of harms tips in Plaintiff's favor. The
10 Court further finds that unless the preliminary injunction as ordered herein is
11 granted, irreparable injury will likely result to Plaintiff during the pendency of
12 this case.

13 Good cause appearing therefore:

14 **IT IS HEREBY ORDERED** that Plaintiff's Motion for Preliminary
15 Injunction is hereby **GRANTED**, unless or until otherwise ordered by the Court,
16 to the extent clarified below as to Defendants Ryan Wakefield and his affiliated
17 entity, currently known as Freedom Risk Insurance Services.

18 **IT IS HEREBY FUTHER ORDERED** that, during the pendency of this
19 action or unless otherwise ordered by the Court, Defendants Ryan Wakefield and
20 Freedom Risk Insurance Services shall be enjoined and restrained from engaging
21 in, committing, or performing directly or indirectly any of the following acts:

- 22 1. Using, disclosing, disseminating, distributing, leaking, publishing,
23 selling or transferring to or sharing with any person whatsoever, directly
24 or indirectly, any of Plaintiff's Trade Secret Information, defined as
25 Plaintiff's proprietary pricing information, proprietary commission
26 agreements, proprietary customer and broker contact information,
27 proprietary Salesforce reports, proprietary customer submission
28 information, and proprietary information about the relationship between
29 Plaintiff and the PEOs it does business with, and particularly

- 1 a. From directly or indirectly, on his own or his company's behalf,
2 or on behalf of any other person, entity or firm, using Plaintiff's
3 Trade Secret Information in undertaking or assisting in the
4 solicitation of any of Plaintiff's clients or brokers;
- 5 b. From directly or indirectly, on his own or his company's behalf,
6 or on behalf of any other person, entity or firm, undertaking or
7 assisting in the solicitation or contact of the PEO known as
8 Workforce Business Services, Inc. ("WBS") for a period of three
9 (3) years from the filed date of this order;
- 10 2. Accessing, viewing, opening, or reviewing in any way any and all of
11 Plaintiff's electronically stored information in Defendant Wakefield's
12 possession, custody, or control, pending the Defendants' complete
13 verified destruction of all such information, including accessing,
14 viewing, opening or reviewing the emails, attachments, and documents
15 in any of the Defendants' business and/or personal email accounts or
16 personal computers and other electronic devices identified in the Motion
17 and declarations in support thereof.

18 **IT IS HEREBY FURTHER ORDERED:**

19 In order to maintain this Order for Preliminary Injunction in effect, Plaintiff
20 shall post a corporate security bond or cashier's check in the amount of \$5,000.00
21 as security, which amount the court deems proper for the payment of such cost
22 and damages as may be suffered by any party which is found to be wrongfully
23 restrained. Such bond shall be posted by 12 noon on May 26, 2017.

24 An Order will follow explaining in full the reasons supporting the issuance
25 of this Order.

26 **IT IS SO ORDERED.**

27 Dated: May 19, 2017.


UNITED STATES DISTRICT JUDGE