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10 Attorneys for Plaintiff
 11 SHUTTERFLY, INC.

12 IN THE UNITED STATES DISTRICT COURT
 13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 14 SAN FRANCISCO DIVISION

15 SHUTTERFLY, INC.,

16 Plaintiff,

17 v.

18 FOREVERARTS, INC., HENRY ZHENG (AKA
 19 JINGBO ZHENG),

20 Defendants.

Case No. 3:12-cv-03671-SI

**STIPULATED PERMANENT INJUNCTION
 AGAINST DEFENDANTS HENRY (JINGBO)
 ZHENG AND FOREVERARTS, INC.;**
[PROPOSED] ORDER

Ctrm: 10, 19th Floor
 Judge: The Honorable Susan Illston

1 Pursuant to Local Rules 6-2 and 7-12, and Fed. R. Civ. P. 65(d), Plaintiff SHUTTERFLY, INC.
2 (“Plaintiff”) on the one hand, and Defendants FOREVERARTS, INC. and HENRY (JINGBO) ZHENG
3 (“Defendants”) on the other hand, through their counsel, **HEREBY STIPULATE AND REQUEST**
4 **THAT THE COURT ENTER AN ORDER** as follows:

5 1. WHEREAS, on July 13, 2012, Plaintiff moved this Court *ex parte* for a temporary
6 restraining order, an order to show cause re: preliminary injunction, and for expedited discovery against
7 Defendants;

8 2. WHEREAS, this Court granted Plaintiff’s motion on July 13, 2012;

9 3. WHEREAS, Plaintiff and Defendants have entered into a Settlement Agreement in order
10 to resolve the Claims without necessity of further litigation, expenditure of any further resources in
11 litigation, and without admission of any kind regarding the merits of any claim or defense;

12 4. WHEREAS, Plaintiff and Defendants also now wish to resolve this matter by, among
13 other things, having the Court enter a permanent injunction against Defendants.

14 **NOW, THEREFORE, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:**

15 1. Computer Code: “Shutterfly Code” refers to computer code, in source or executable form,
16 written by any employee, agent, independent contractor, or other person working for or in collaboration
17 with Shutterfly. Defendants will return to Shutterfly one copy of any and all Shutterfly Code in their
18 possession within ten (10) days of the date of this agreement. This return obligation extends to, without
19 limitation, Shutterfly Code Defendants took, copied, downloaded from a website or computer, or
20 obtained in any other manner, at any time. In addition, Defendants then will delete any and all Shutterfly
21 Code in their possession or control. As of the date of this agreement, and forever after that date,
22 Defendants will cease and desist any use of Shutterfly Code for any purpose whatsoever.

23 2. Shutterfly Confidential Information: “Shutterfly Confidential Information” refers to
24 information in any form, including, without limitation, documents or electronic information, that pertains
25 to Shutterfly or its products, services, or any present or future plans or operations and which is not freely
26 available to the general public. Within ten (10) days of the date of this agreement Defendants will return
27 to Shutterfly one copy of any and all Shutterfly Confidential Information in their possession or control.
28 Within the same period of time, Defendants will then delete any and all Shutterfly Confidential

1 Information in their possession or control that are not delivered to Shutterfly. Further, to the extent
2 Defendants retain Shutterfly Confidential Information in their memory, they will not use Shutterfly
3 Confidential Information for their own purposes or to the detriment of Shutterfly.

4 3. Foreverarts.com: As of the date of this agreement, Defendants will cease operation of
5 foreverarts.com immediately and forever. Defendant also will not start another website that uses
6 Shutterfly Code or Shutterfly Confidential Information.

7 4. Yinquduo.com: Defendants will cease operation of yinquduo.com immediately and
8 forever. Defendant also will not start another website that uses Shutterfly Code or Shutterfly
9 Confidential Information.

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1 **PROOF OF SERVICE**

2 I am a citizen of the United States and resident of the State of California. I am employed
3 in San Francisco County, State of California, in the office of a member of the bar of this Court, at
4 whose direction the service was made. I am over the age of eighteen years, and not a party to the
5 within action. My business address is 217 Leidesdorff Street, San Francisco, CA 94111.

6 On July 24, 2012, I served the following documents in the manner described below:

7 **STIPULATED PERMANENT INJUNCTION AGAINST DEFENDANTS**
8 **HENRY (JINGBO) ZHENG AND FOREVERARTS, INC.; [PROPOSED]**
9 **ORDER**

- 10 (BY U.S. MAIL) I am personally and readily familiar with the business practice
11 of Durie Tangri LLP for collection and processing of correspondence for mailing
12 with the United States Postal Service, and I caused such envelope(s) with postage
13 thereon fully prepaid to be placed in the United States Postal Service at San
14 Francisco, California.
- 14 (BY MESSENGER SERVICE) by consigning the document(s) to an authorized
15 courier and/or process server for hand delivery on this date.
- 15 (BY OVERNIGHT MAIL) I am personally and readily familiar with the business
16 practice of Durie Tangri LLP for collection and processing of correspondence for
17 overnight delivery, and I caused such document(s) described herein to be
18 deposited for delivery to a facility regularly maintained by Federal Express for
19 overnight delivery.
- 17 BY ELECTRONIC SERVICE: By electronically mailing a true and correct copy
18 through Durie Tangri's electronic mail system from
19 streniciansky@durietangri.com to the email addresses set forth below.
- 19 (BY PERSONAL DELIVERY) I caused such envelope to be delivered by hand to
20 the offices of each addressee below.

20 On the following part(ies) in this action:

21 Zheng (Jen) Liu
22 **Orrick, Herrington & Sutcliffe LLP**
23 1000 Marsh Road
24 Menlo Park, CA 94025-1015
25 Email: jenliu@orrick.com
26 Tel: (650) 614-7699
27 Fax: (650) 614-7401
28 Counsel for Defendants
FOREVERARTS, INC. and HENRY ZHENG (AKA JINGBO ZHENG)

