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12 Attorneys for Plaintiff  
 13 INDURA SYSTEMS, INC.

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

16 INDURA SYSTEMS, INC.,  
 17 Plaintiff,  
 18 v.  
 19 Isaac SEOANE,  
 20 Defendant.

Case No. 3:14-CV-01255-MMC  
**STIPULATED INJUNCTION AND  
 JUDGMENT BY STIPULATION**

21 Plaintiff Indura Systems, Inc. (“Indura”) and Defendant Isaac Seoane (“Seoane”) stipulate  
 22 to permanent injunctive relief in favor of Indura as set forth below. This Stipulated Injunction  
 23 arises out of a settlement agreement entered into by the parties (the “Settlement Agreement”).  
 24 The terms of the Settlement Agreement are incorporated herein by reference in their entirety.  
 25 This Stipulated Injunction does not alter or supersede the obligations of any parties to that  
 26 Settlement Agreement.

27 Indura and Seoane hereby stipulates as follows:

- 28 1. Seoane consents to this Court’s jurisdiction over the subject matter at issue in this  
 action.
2. Seoane consents to this Court’s personal jurisdiction over him for the purposes of  
 entry and enforcement of this Stipulated Injunction and enforcement of the Settlement  
 Agreement.


1           3.     Seoane consents that he and all entities (now or in the future) under his ownership,  
2 supervision or control, and all successors, assigns, employees, representatives, agents and all  
3 persons or entities acting in concert or participation with him or any such entities, are  
4 immediately and permanently prohibited from:

- 5           (a) Disclosing any information, including but not limited to confidential, proprietary,  
6 and/or trade secret information, obtained during, or as a result of, Seoane's  
7 employment at Indura to any other person or entity;
- 8           (b) Contacting any of Indura's customers for the purpose of soliciting business;
- 9           (c) Assisting any other person or entity in contacting any of Indura's customers for the  
10 purpose of soliciting business;
- 11           (d) Providing any other person or entity with information regarding Indura's  
12 customers, including but not limited to contact information; and
- 13           (e) Breaching any of the provisions of the Employment and Non-Disclosure  
14 Agreement entered into between Indura and Seoane.

15           4.     Indura and Seoane agree and stipulate that this Stipulated Injunction is final and  
16 may not be appealed by either party.

17 Dated: March 25, 2015

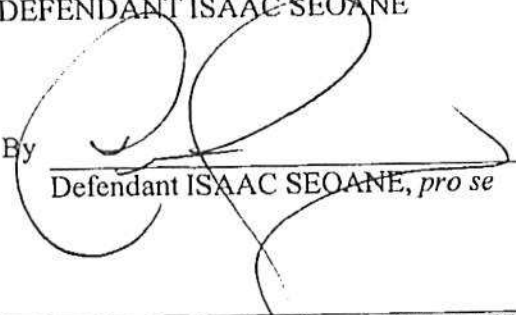
PERKINS COIE, LLP

By 

Brian P. Hennessy  
Attorneys for Plaintiff  
INDURA SYSTEMS, INC.

23 Dated: March 17, 2015

DEFENDANT ISAAC SEOANE

By 

Defendant ISAAC SEOANE, *pro se*

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**JUDGMENT BY STIPULATION**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: March 31, 2015

  
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HONORABLE MAXINE M. CHESNEY  
UNITED STATES DISTRICT JUDGE