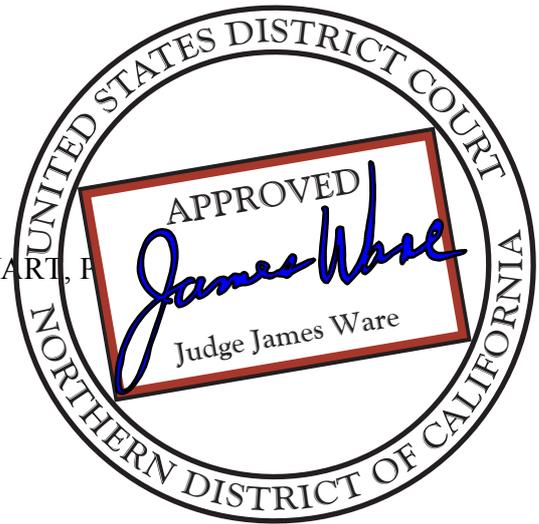


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10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA**
 12 **SAN JOSE DIVISION**

13 LANGUAGE LINE SERVICES, INC., a
 14 Delaware Corporation,

15 Plaintiff,

16 vs.

17 LANGUAGE SERVICES ASSOCIATES,
 18 LLC, a Pennsylvania Corporation; WILLIAM
 19 SCHWARTZ, an individual; and PATRICK
 20 CURTIN, an individual,

Defendant.

Case No. 10-cv-02605-JW

**STIPULATION CLARIFYING SCOPE OF
 PRELIMINARY INJUNCTION AS IT
 RELATES TO DEFENDANT PATRICK
 CURTIN**

Judge: Hon. James Ware

21 Defendant Patrick Curtin ("Curtin") and Plaintiff Language Line Services, Inc. ("Language
 22 Line") (collectively the "Parties") enter the following stipulation clarifying the scope of the
 23 Preliminary Injunction issued on July 13, 2010 (ECF Doc. 50), as it relates to Curtin, with
 24 reference to the following facts:

25 A. On June 14, 2010, Language Line initiated the instant action against Curtin, his
 26 colleague Defendant William Schwartz, and their then employer Defendant Language Services
 27 Associates, LLC ("LSA") (collectively "Defendants"). Language Line alleged various claims
 28 against Defendants based on the allegation that Defendants had improperly obtained and used

1 alleged confidential customer information in the form of a "September 2009 Report." The
2 September 2009 Report contained a list of 1,219 entities with whom Language Line alleged it had
3 done business in the language interpretation industry.

4 B. On June 14, 2010, Language Line sought a Temporary Restraining Order and
5 Preliminary Injunction. On July 13, 2010, the Court issued a Preliminary Injunction enjoining
6 Defendants from certain activity related to the entities set forth on the September 2009 Report,
7 including, *inter alia*:

8 Contacting, communicating, soliciting, dealing, or doing business with any of the
9 customer [sic] or their representatives appearing on the Brian List, the September
10 2009 Report, or any other document or records containing any of Plaintiff's Trade
11 Secrets, except where Defendant LSA has an existing contractual relationship
12 with such a customer that was not obtained using any of Plaintiff's Trade Secrets,
and only to the extent necessary for Defendant LSA to satisfy its currently
existing contractual obligations to that customer.

(Order Granting Plaintiff's Application for Preliminary Injunction; Nominating Special Master,
13 p. 10 ¶ D(3) (ECF Doc. 50, 7/13/10).)

14 C. Curtin is no longer employed by LSA. Curtin has left the language interpretation
15 industry and is in the process of identifying potential new employers in other industries. The
16 Parties seek to reach agreement on the scope of the conduct enjoined by the Preliminary Injunction,
17 as it relates to Curtin's potential new employment. As used in this Stipulation the term
18 "employment" means a position for hire whether as an employee or independent contractor, and
19 the term "employee" means an employee or independent contractor.

20 NOW, THEREFORE, with reference to the above-stated facts, the Parties hereto agree and
21 stipulate to the following:

22 1. Curtin represents and warrants that: (1) he no longer works for LSA; (2) he has left
23 the language interpretation industry, and (3) is in the process of identifying potential new
24 employers in other industries. As used in this Agreement, the term "language interpretation
25 industry" means the business of providing or arranging for the providing of language interpretation,
26 translation and/or localization services (a "language interpretation provider") through any means,
27 media or technology now or hereafter devised.

28 2. The Parties agree and stipulate that the language of the July 13, 2010 Preliminary

1 Injunction (ECF Doc. 50) (including, without limitation, paragraph D(3) at p. 10) does not preclude
2 Curtin from working for, or doing business with, the entities set forth on the September 2009
3 Report or in any other document or records containing any of Plaintiff's Trade
4 Secrets (as defined in the Preliminary Injunction), provided the work is unrelated to, and is outside
5 of, the language interpretation industry. Notwithstanding the foregoing, Curtin may not use or
6 disclose any of the Language Line Trade Secrets for any purpose.

7
8 3. Within five (5) business days of obtaining new employment with a customer on the
9 September 2009 Report, Curtin will notify the Special Master (under his authority as the Special
10 Master in this litigation) through his legal counsel of the new employment, including the name of
11 the employer/commissioning party and his position and responsibilities.

12 4. The Parties further agree and stipulate that any dispute over the scope of the conduct
13 enjoined by the Preliminary Injunction, as it relates to Patrick Curtin's potential or actual
14 employment, shall be resolved by first raising the issue with Special Master Tom Denver (so long
15 as he remains appointed to this action by the Court).

16 5. Should the Preliminary Injunction be dissolved, this stipulation shall terminate.
17 Should the Preliminary Injunction be modified to exclude one or more of the entities set forth on
18 the September 2009 Report, the limitations imposed on Curtin herein shall not apply to that and/or
19 those entities.
20

21 SO STIPULATED.

22 Dated: September 8, 2011

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

23
24 By: / s / Danielle Ochs-Tillotson
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26 SARAH R. NICHOLS
27 Attorneys for Defendants
28 WILLIAM SCHWARTZ and PATRICK CURTIN

