

1 **LiLaw Inc., a Law Corporation**
 2 J. James Li (SBN 202855)
 3 5050 El Camino Real, Suite 200
 4 Los Altos, California 94022
 Telephone: (650) 521-5956
 Facsimile: (650) 521-5955
 Email: lij@lilaw.us

5 Attorneys for Plaintiffs
 6 ANDREW PENG AND GRACE WANG

FILED

APR 19 2012

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

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 8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**
 10 **SAN JOSE DIVISION**

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 15 ANDREW PENG, an individual, NEINCHIU
 16 WANG, A.K.A., GRACE WANG, an individual
 Plaintiffs,

17 vs.

18 GEM SERVICES, INC., a Cayman Island
 19 corporation, GEM SERVICES USA, INC. a
 20 California corporation, RICHARD KULLE, an
 individual, SHARON KIMBLE, an individual,
 and AUTHOR LAU, an individual and DOES 1-
 10,

21 Defendants.

Case No. CV 12-00574 EJD (HRL)

**STIPULATION AND ~~PROPOSED~~
ORDER**

(RE: DOCKET No. 26)

Case No. CV 12-00574 EJD (HRL)

STIPULATION AND ~~PROPOSED~~ ORDER FOR PRELIMINARY INJUNCTION



1 WHEREAS, Defendant Arthur Lau ("Lau") accessed Plaintiff Andrew Peng's ("Peng") Gmail
2 account from a Sony VPCZ122GX Laptop Computer SN#30046111 that had been assigned to Peng
3 ("Laptop"), and downloaded some of Peng's emails onto two USB drives ("Gmail Downloads");

4 WHEREAS, Lau provided one of the USB drives to Defendant Richard Kulle ("Kulle");

5 WHEREAS, both of the USB drives are now in the custody and possession of the law firm
6 Sheppard Mullin Richter & Hampton LLP ("SMRH"), counsel for Defendants;

7 WHEREAS, Defendants and SMRH have not made any copies, in whole or in part, of the
8 Gmail Downloads;

9 WHEREAS, Defendant Sharon Kimble ("Kimble") also accessed Peng's Gmail account from
10 the Laptop and printed some of the emails from the Gmail account ("Original Gmail Printouts");

11 WHEREAS, Kimble later gave the Original Gmail Printouts to SMRH; SMRH returned the
12 Original Gmail Printouts and a bates stamped set of the documents with certain privileged emails
13 removed and replaced with slip sheets ("Gmail Production Set") to LiLaw, and retained a single
14 electronic copy of the Gmail Production Set;

15 WHEREAS, upon conference of counsels, the Parties agree as follows:

16 NOW THEREFORE, it is stipulated that upon the issuance of the Order, as soon as feasible,

- 17 1. Defendants and their counsel, SMRH, shall destroy its electronic copy of the Gmail
18 Production Set.
- 19 2. LiLaw shall maintain custody of the Original Gmail Printouts and the Gmail
20 Production Set in a secure location to which only LiLaw (and not Plaintiffs) have
21 access. Neither LiLaw nor Plaintiffs shall alter or modify in any way the Original
22 Gmail Printouts and the Gmail Production Set. Defendants and SMRH shall not
23 keep any copies of or notes evidencing the contents of the Original Gmail Printouts
24 or the Gmail Production Set. Plaintiffs shall produce to Defendants a redacted and
25 bates-stamped version of the Original Gmail Printouts, showing the headers of emails
26 and the footers of the printed pages, but redacting the contents of the emails.
- 27 3. SMRH shall turn over the USBs to LiLaw. LiLaw shall maintain custody of the USBs
28 in a secure location to which only LiLaw (and not Plaintiffs) have access. LiLaw



1 agrees that it will not access, review, alter or modify the USBs, subject to further
2 agreement of the parties or order of the Court.

3 4. Defendants and SMRH agree not to disseminate or use the information obtained from
4 the Gmail Downloads, Original Gmail Printouts, or the Gmail Production Set, unless
5 such information is obtained from another source such as through discovery in this
6 lawsuit. If Plaintiffs rely on the contents of any of the Gmail Downloads, Original
7 Gmail Printouts, or the Gmail Production Set in this lawsuit ("Contents Put at
8 Issue"), Defendants shall be allowed discovery into and unrestricted use of all
9 Contents Put at Issue in this lawsuit.

10 5. This Stipulation and [Proposed] Order is not intended in any way to limit the
11 discoverability of any documents or information covered by this Stipulation and
12 [Proposed] Order that is otherwise discoverable in this lawsuit or any other
13 proceeding or action between the parties.

14 SO STIPULATED.

15
16 DATED: March 26, 2012

LiLAW INC.

17
18 By /s/

19 _____
20 J. James Li
21 Attorneys for Plaintiffs
22 Andrew Peng and Grace Wang

23
24 DATED:

SHEPPARD MULLIN RICHTER & HAMPTON LLP

25
26 By 

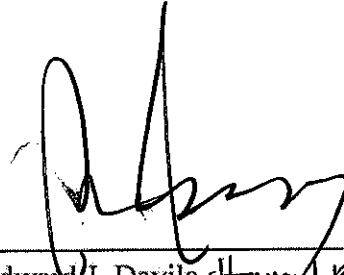
27 _____
28 Jennifer Redmond
Attorneys for Defendants
GEMS Services Inc., GEMS Services USA Inc.,
and Richard Kulle.

PURSUANT TO THE STIPULATION, IT IS SO ORDERED.

DATED:

4/19/12

By



Hon. ~~Edward J. Davila~~ Howard K. Lloyd
United States ~~District~~ Judge
Magistrate

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