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 d/b/a/ CSS Corp
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8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**
 10 **SAN JOSE DIVISION**

11 SLASHSUPPORT, INC., a Delaware
 12 corporation, d/b/a CSS Corp,

13 Plaintiff,

14 v.

15 NATARAJAN CHOODAMANI,

16 Defendant.

CASE NO. 5:16-cv-01505-BLF

17 **STIPULATION AND ~~PROPOSED~~**
TEMPORARY RESTRAINING ORDER

Judge: Hon. Beth Labson Freeman

Date: March 31, 2016

Time: 2:00 p.m.

Crtrm.: 3 – 5th Floor

18 Pursuant to Civil Local Rules 6-2 and 7-12, the parties agree and stipulate as follows:

19 SlashSupport, Inc. d/b/a CSS Corp (“CSS”) filed suit on March 28, 2016, alleging that
 20 Natarajan Choodamani (“Choodamani”) misappropriated CSS’s trade secrets and breached its
 21 contractual obligations to CSS. ECF No. 1. Concurrently, CSS moved for a temporary restraining
 22 order and order to show cause why a preliminary injunction should not issue. ECF No. 3. The
 23 Court has set CSS’s motion for hearing at 2:00 p.m. on March 31, 2016. ECF No. 15.

24 On March 30, 2016, the parties met and conferred and stipulated, in the interest of
 25 promoting settlement and conserving judicial resources, to entry of a temporary restraining on the
 26 following terms:

27 1. Choodamani and his agents, servants, employees, attorneys, and those in active
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1 concert or participation with them are restrained and enjoined from using or disclosing to any
2 other person, entity, or corporation, directly or indirectly, any confidential, proprietary, and/or
3 trade secret information that belongs to CSS.

4 2. Choodamani and his agents, servants, employees, attorneys, and those in active
5 concert or participation with them are restrained and enjoined from destroying, deleting, or
6 modifying any files and documents containing such information that are in their possession,
7 custody, or control.

8 3. Choodamani and his agents, servants, employees, attorneys, and those in active
9 concert or participation with them are restrained and enjoined from destroying, deleting, or
10 modifying any recording concerning how they acquired, used, or disclosed such information.

11 4. Choodamani and his agents, servants, employees, attorneys, and those in active
12 concert or participation will return to CSS, by delivering to its counsel Hanson Bridgett LLP, all
13 copies of all files and documents, whether in electronic copy or hard copy format, that contain
14 confidential, proprietary, and/or trade secret information belonging to CSS and in their possession,
15 custody, or control. If Choodamani and his agents, servants, employees, attorneys, and those in
16 active concert or participation with them assert that these files and documents are held on servers,
17 computers, cloud storage, portable hard drives, or other electronic media, they shall make such
18 electronic media available to CSS so that CSS can retain a neutral forensic expert to copy and
19 remove its files. Any files, documents, and electronic media falling within these terms shall be
20 turned over to Hanson Bridgett within seven (7) days of this order.

21 5. Absent a stipulated extension, the terms of this order will remain in effect for sixty
22 (60) days or until the Court resolves CSS's request for a preliminary injunction, whichever is later.

23 6. Within forty (40) days of this order the parties will advise the Court on whether
24 they wish to extend the temporary restraining order or set a briefing schedule for CSS's request for
25 a preliminary injunction.

26 7. All parties reserve their respective rights, remedies, and defenses, notwithstanding
27 this stipulated order. This stipulation shall not be construed as an admission of liability.

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1 Good cause supports entering the stipulated order. The parties hope to reach a settlement of
2 this dispute without the need for this Court's intervention, thereby avoiding unnecessary cost or
3 imposition on the Court's time. Rapaport Decl., ¶ 2. To achieve this settlement, CSS requires
4 assurances that its confidential, proprietary, and/or trade secrets information has been returned to it
5 and has not been copied or disclosed. *Id.*, ¶ 3. Following CSS's review of any documents, files,
6 devices, or electronic media provided under this Order, the parties will meet and confer in good
7 faith in an attempt to reach a negotiated resolution. *Id.*

8 The parties have filed this stipulation as soon as practicable. Choodamani's counsel, David
9 Anderson, was unavailable to discuss CSS's motion until the afternoon before the scheduled
10 hearing, and counsel for CSS was not able to receive approval to proceed from CSS's CEO, who
11 was in India, until that evening. *Id.*, ¶ 4. If the Court does not act on this stipulation before the
12 currently scheduled hearing or declines to vacate the hearing, counsel for CSS will appear as
13 scheduled. *Id.*, ¶ 5.

14 **IT IS SO STIPULATED.**

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16 DATED: March 30, 2016

HANSON BRIDGETT LLP

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18 By: _____

KURT A. FRANKLIN
JAY RAPAPORT
Attorneys for Plaintiff SlashSupport, Inc.
d/b/a/ CSS Corp

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22 DATED: March 30, 2016

LAW OFFICES OF DAVID W. ANDERSON

23
24 By:  _____

DAVID W. ANDERSON
Attorney for Defendant Natarajan Choodamani

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 31, 2016



Hon. Beth Labson Freeman
United States District Judge

1 **DECLARATION OF JAY RAPAPORT**

2 I, Jay Rapaport, declare as follows:

3 1. I am an attorney licensed to practice in the state of California and before this Court.
4 I am an associate with the law firm Hanson Bridgett LLP, counsel of record for Plaintiff
5 SlashSupport, Inc. d/b/a CSS Corp (“CSS”).

6 2. At 2:15 p.m. on March 30, 2016, I received a call from Defendant Natarajan
7 Choodamani’s counsel, David W. Anderson, who had been out of the state on Monday and
8 Tuesday of this week and unable to meet and confer with me before then. Mr. Anderson and I
9 discussed the possibility that, in the interest of amicably resolving this dispute and conserving
10 judicial resources, the parties would stipulate to a temporary restraining order on the terms
11 discussed above.

12 3. To achieve a settlement, CSS requires assurances that its confidential, proprietary,
13 and/or trade secrets information has been returned to it and has not been copied or disclosed.
14 Assuming that CSS receives those assurances, and following review of any documents, files,
15 devices, or electronic media provided under this Order, the parties will meet and confer in good
16 faith in an attempt to reach a negotiated resolution.

17 4. CSS appreciates the Court’s consideration in ordering an expedited hearing on its
18 motion for a temporary restraining order. I began preparing this stipulation as soon as my call
19 ended with Mr. Anderson, but had to relay the terms of the stipulation to CSS’s CEO, who is in
20 India. At the time I spoke with Mr. Anderson, it was about 2:40 a.m. for CSS’s CEO. I emailed a
21 draft stipulation to Mr. Anderson while waiting to hear from CSS’s CEO, and emailed a final draft
22 to him for him to review after I received approval to proceed and Mr. Anderson’s comments on
23 my initial draft. I received Mr. Anderson’s consent to file the stipulation at 9:28 p.m. on the
24 evening of March 30.

25 5. I have informed Mr. Anderson that, if the Court is unable to act on the stipulation
26 before the hearing on CSS’s motion or declines to vacate that hearing, I will appear at the hearing.

27 6. Pursuant to Civil Local Rule 5-1(i)(3), I certify that all signatories have concurred
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1 in the filing of this stipulation.

2 I declare under penalty of perjury that the foregoing is true and correct.

3 Executed at San Francisco, California on March 30, 2016.

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/s/ Jay Rapaport
Jay Rapaport

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