## UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

PRE-PAID LEGAL SERVICES, INC.,	)
Plaintiff,	) )
V.	)
JASON WENDEL, individually and doing business as WB MARKETING,	) )
Defendant.	)

Case No. CIV-12-358-JHP

## FINAL JUDGMENT AND AGREED INJUNCTION

In light of the agreement of Plaintiff Pre-Paid Legal Services, Inc., now known as LegalShield ("LegalShield"), and Defendant Jason Wendel, individually and doing business as WB Marketing ("Wendel"), and for good cause shown, it is hereby ordered, adjudged, and decreed that:

1. The claims asserted by LegalShield are, by stipulation of the parties, dismissed with prejudice, except insofar as the agreed injunction set forth herein.

2. LegalShield has developed through the investment of substantial time and monies valuable trade secrets which include but are not limited to its Member, Associate, and Group rosters, and related financial and identifying information, including sales data and genealogies, whether in the form of a written list or in memory.

3. Wendel and his agents, servants, representatives, and all other persons acting by and under his authority, or in concert with him, are permanently enjoined and restrained from using the trade secret, confidential, or proprietary information of LegalShield for any purpose.

4. Wendel and his agents, servants, representatives, and all other persons acting by and under his authority, or in concert with him, are enjoined and restrained, through August 10, 2014, from disparaging LegalShield, MidOcean Partners, their respective officers, directors, employees, agents or representatives of any type, whether orally, in writing, or by means of any form of electronic communication, including but not limited to (a) publicly-accessible websites like YouTube.com, (b) social media websites and services like Facebook, Twitter, and LinkedIn, (c) blogs, (d) text messages, and (e) e-mail.

5. Wendel and his agents, servants, representatives, and all other persons acting by and under his authority, or in concert with him, are enjoined and restrained, through August 10, 2014, from soliciting any LegalShield Associate to join Wendel in any new company or organization, or to leave LegalShield for the eventual purpose of joining such other new company or organization.

6. Wendel's current and continued employment with Seacret shall not constitute a violation of the Final Judgment and Agreed Injunction, or the provisions of this Agreement. Further, Wendel's current and continued communications with former LegalShield Associates who, as of August 10, 2012, were employed by Seacret and no longer employed or associated with LegalShield, shall not constitute a violation of the Final Judgment and Agreed Injunction, or the provisions of this Agreement.

7. If LegalShield in the future, during the term of this injunction, believes that a violation of the injunction has occurred or is occurring, it will immediately notify in writing Wendel and/or the company or organization he is representing. If the activity has not been ceased, and the harm cured, to LegalShield's satisfaction, within seven (7) days of service of the notice, the parties agree that LegalShield may pursue an action for violation of the injunction in this Court, the venue and jurisdiction of which are specifically consented to.

## DATED this 24th day of September, 2012.

anne Payne

United States District Judge Eastern District of Oklahoma

APPROVED:

/s/Charles B. Goodwin Brooke S. Murphy, OBA #6524 Timila S. Rother, OBA #14310 Charles B. Goodwin, OBA #17637

– Of the Firm –

CROWE & DUNLEVY A Professional Corporation 20 North Broadway, Suite 1800 Oklahoma City, OK 73102-8273 (405) 235-7735 (405) 272-5278 (Facsimile) brooke.murphy@crowedunlevy.com timila.rother@crowedunlevy.com

## ATTORNEYS FOR PLAINTIFF PRE-PAID LEGAL SERVICES, INC.

/s/Kurt B. Sweeney Kurt B. Sweeney, OBA#17455 SWEENEY, SMITH, DRAPER & CHRISTOPHER P.O. Box 70 1320 Stone Bridge, Suite A Ada, OK 74820

ATTORNEY FOR DEFENDANT JASON WENDEL, INDIVIDUALLY AND DOING BUSINESS AS WB MARKETING