

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jun 26, 2020

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ENGIE INSIGHT SERVICES, INC.,
doing business as Engie Impact,
formerly doing business as Ecova,
Inc.,

Plaintiff,

v.

CINDY MARIE STANNARD,

Defendant.

NO: 2:20-CV-234-RMP

STIPULATED PRELIMINARY
INJUNCTION

STIPULATED PRELIMINARY INJUNCTION

WHEREAS, on June 23, 2020, Plaintiff ENGIE Insight Services Inc., d/b/a
ENGIE Impact (“ENGIE Impact”) filed a Motion for Temporary Restraining Order
and Preliminary Injunction (the “TRO Motion”);

WHEREAS, on June 25, 2020, Defendant turned over to a courier hired by
ENGIE Impact the following company-issued devices (the “Company Devices”),
the return of which was part of the requested relief sought by the TRO Motion: (a)

1 ThinkPad laptop with tag SPO170519-L; (2) black iPhone XR; and (3) iPad with
2 tag 190971;

3 WHEREAS, the TRO Motion is currently scheduled for a telephonic hearing
4 on June 29, 2020, at 10:00 a.m.; and

5 WHEREAS, the parties now wish to stipulate to the issuance of a Stipulated
6 Preliminary Injunction as set forth herein and agree to request the Court so order:

7 THEREFORE, the parties stipulate and agree as follows:

8 1. Scope of Application. This Stipulated Preliminary Injunction applies
9 to Defendant Cindy Marie Stannard and any persons or entities in active concert or
10 participation with her who receive notice of this Stipulated Preliminary Injunction
11 after its entry by the Court.

12 2. Duration. This Stipulated Preliminary Injunction shall remain in
13 effect until such time as the Court modifies or dissolves it.

14 3. Non-Disclosure. Stannard shall comply with the non-disclosure
15 obligations in the Confidentiality, Non-Solicitation, and Invention Assignment
16 Agreement (hereafter the “NDA”) attached hereto as Appendix A. Specifically,
17 Stannard, and any person in active concert or participation with her, are enjoined
18 from disclosing any “Confidential Information,” as that term is defined in
19 Paragraph 1 of the NDA, to others or from using the Confidential Information for
20 her own benefit or for the benefit of others.

