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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
TACOMA DIVISION

CUNA MUTUAL INSURANCE SOCIETY,

Case No: 11-5568

Plaintiff,

TEMPORARY RESTRAINING ORDER

vs.

SOPHIA SPENCER, an individual

Defendant.

This Matter coming to be heard on Plaintiff’s Motion for Temporary Restraining Order, Preliminary Injunction, and Other Relief against Defendant Sophia Spencer, brought pursuant to Federal Rule of Civil Procedure 65; due notice having been given to Defendant and the parties having appeared before the Court through counsel; and the Court having considered all written submissions of the parties and otherwise having been fully advised in the premises;

1. On July 25, 2011, Plaintiff filed its Complaint for Injunctive and Other Relief; its Motion for Temporary Restraining Order, Preliminary Injunction, and Other Relief; and its memorandum in support of said motion.

[PROPOSED] TEMPORARY RESTRAINING ORDER

HINSHAW & CULBERTSON LLP
1000 SW Broadway
Suite 1250
Portland, OR 97205-3000
Telephone: 503-243-3243
Facsimile: 503-243-3240

1 2. The Court finds that Plaintiff has demonstrated a likelihood of success on the
2 merits of its claims, including the enforceability of the post-employment covenants contained in
3 the Employment Agreement between the parties.

4 3. The Court finds that Plaintiff has demonstrated a likelihood of irreparable harm in
5 the absence of the entry of this temporary restraining order, including damages to its good will
6 and reputation.

7 4. The Court finds that a balancing of the equities weighs in favor of entry of this
8 temporary restraining order.

9 5. The Court finds that the public interest does not weigh against the entry of this
10 temporary restraining order.

11 IT IS HEREBY ORDERED THAT:

12 A. Defendant and all persons and entities in active concert or participation with her
13 are prohibited from marketing to, selling to, or soliciting for the purpose of selling to or
14 marketing to any person who purchased a product or service or established a brokerage account
15 through Red Canoe Financial Group (formerly known as “MEMBERS Financial Services,” and
16 before that, “PLAN AMERICA”) (hereinafter, collectively “RCFG”) and any person with whom
17 Spencer had contact within the thirty days preceding termination of the Employment Contract,
18 for the purpose of discussing financial or insurance products or services offered through RCFG;
19

20 B. Defendant and all persons and entities in active concert or participation with her
21 are prohibited from using or disclosing, and shall within three days of the date of this temporary
22 restraining order, return to Plaintiff, all originals and copies, hard copy, electronic or otherwise,
23 of any documents or information from RCFG that relates to any client of RCFG, including any
24 documents consisting of or containing (as applicable) client lists, fact finder forms, client contact
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1 information, social security numbers, account information, insurance information, and/or
2 financial or investment information.

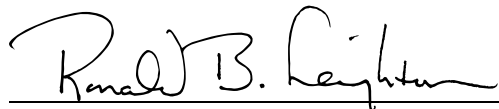
3 C. Within three days of the date of this temporary restraining order, Defendant shall
4 provide written disclosure to Plaintiff each person who was a client of RCFG at the time of
5 Defendant's resignation, with whom Defendant has communicated since her resignation, orally,
6 in writing, electronically, or otherwise, for the purpose of discussing any insurance or financial
7 product.
8

9 D. This Matter is hereby set for a preliminary injunction hearing on **August 23,**
10 **2011, at 11:00 a.m.**

11 E. The parties may serve written discovery, and the responding party shall serve
12 its/her responses upon the propounding party by fax or email within five days of service of the
13 requests. Each party shall submit to one deposition prior to the preliminary injunction hearing, if
14 requested by the other party.
15

16 F. The relief described in this temporary restraining order shall become effective
17 upon Plaintiff posting an injunction bond in the amount of \$75,000.

18 Dated this 12th day of August, 2011.
19
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21 

22 RONALD B. LEIGHTON
23 UNITED STATES DISTRICT JUDGE

24 Presented by

25 s/ David J. Elkanich
26 David J. Elkanich, WSBA 35956
27 Of Attorneys for Plaintiff
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