

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

OAKIWEAR OUTDOOR LLC, a
Washington limited liability company,

Plaintiff,

v.

TIMBEE LLC, a Washington limited
liability company; BENJAMIN BREWER
and MAURA BREWER, husband and wife,
and the marital community comprised
thereof; and, JULIE ZIMMERMAN,
individually,

Defendants.

Case No. 3:17-cv-05202-BHS

**STIPULATED MOTION AND
ORDER FOR PRELIMINARY
INJUNCTION**

Noting Date: March 22, 2017

STIPULATION

On Thursday, March 16, 2017, Plaintiff Oakiwear Outdoor LLC filed a Motion for Temporary Restraining Order; Motion for Expedited Discovery; and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 2); Memorandum In Support Of Motion for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 3); and Declaration of David Dustin In Support Of Motion for Temporary Restraining Order and Order to Show Cause Regarding Preliminary Injunction (*See* Dkt. No. 4).

STIPULATED MOTION AND [PROPOSED] ORDER FOR
PRELIMINARY INJUNCTION - 1

Case No. 3:17-cv-05202-BHS

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 **LANDERHOLM**
805 Broadway Street, Suite 1000
PO Box 1086
Vancouver, WA 98666
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1 The parties hereby stipulated to the entry of a preliminary injunction under
2 FRCP 65 as follows:

3 1. The Defendants and their employees, agents or representative, shall
4 immediately:

5 a. Retrieve and preserve all original or copies, including hard or
6 electronic copies, of all confidential, proprietary and trade secret
7 information belonging to the Plaintiff, including all originals, copies
8 or electronic information or any communications, related to this
9 Information, hereinafter referred to as “Oakiwear’s Confidential
10 Information”;¹

11 b. Return all Oakiwear Confidential Information to the Plaintiff and,
12 once returned, destroy all such Confidential Information still in the
13 Defendants’ possession;

14 c. Not use, share, disseminate, disclose, or misappropriate, directly or
15 indirectly Oakiwear’s Confidential Information; and

16 d. Provide all customer lists, sales leads, or other information about the
17 Plaintiff’s customers or potential customers within five (5) business
18 days.

19 2. The Defendants shall not:

20 a. solicit, contact, or communicate with any of Oakiwear’s existing or
21 prospective customers, of whom either of Defendants had any
22 contact with prior to the end of their employment with Oakiwear,
23 including but not limited to the following:

24 i. Buttons and Bows;

25 ¹ See the definition below.

1 ii. CHS Northwest, Inc.;

2 iii. Any customers or potential customers listed on any of
3 Plaintiff's customer lists or documents that may be in the
4 Defendants' current possession;

5 iv. This restriction shall not include any customers who
6 independently came into contact with Timbee through a
7 website such as Amazon, Timbee, Zulily, Jane.com, or
8 otherwise independently contacted Timbee.

9 b. Use Oakiwear's sales or marketing information for Timbee's
10 marketing or sales.

11 c. Use the following manufacturer to manufacture its goods: Hangzhou
12 Fushi Import and Export Co., Ltd.

13 d. Use the following importer to import its goods: Radiant Global
14 Logistics.

15 e. Use any of Oakiwear's sales representative or sales groups, of whom
16 either of Defendants had contact with prior to their end of
17 employment with Oakiwear, to represent Timbee's products.

18 3. The Defendants must also, within five (5) days, provide the following
19 discovery to Plaintiff:

20 a. passwords Brewer and Zimmerman used to access Oakiwear's
21 computer(s) or other electronic devices;

22 b. username and password information to allow Oakiwear to access
23 Oakiwear's Google analytics account or otherwise cooperate with
24 Oakiwear to be able to allow Oakiwear to have full and exclusive
25 access to the Google Analytics account.

LANDERHOLM, P.S.

**The Law Office of Jesse D. Conway,
PLLC**

/s/ Bradley W. Andersen

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Counsel for Defendants Timbee LLC,
Benjamin Brewer, Maura Brewer, and
Julie Zimmerman

STIPULATED MOTION AND [PROPOSED] ORDER FOR
PRELIMINARY INJUNCTION - 4

Case No. 3:17-cv-05202-BHS

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1 **STIPULATED ORDER**

2 In addition to the above stipulated conditions for a preliminary injunction, IT IS
3 **HEREBY ORDERED** that Defendants Benjamin Brewer, Maura Brewer, Julie
4 Zimmerman, and Timbee LLC, a Washington limited liability company, and their
5 successors, employees, independent contractors, agents and assigns and all entities or
6 persons acting in concert with them (“Defendants”), including but not limited to its
7 agents, independent contractors, officers and employees, are hereby restrained and
8 enjoined from the following acts:

9 1. Using, disclosing, disseminating, or misappropriating Oakiwear Outdoor
10 LLC’s Confidential Information, including but not limited to its trade secrets; sales
11 information; profit percentages and markets; customer lists and contact information;
12 customer invoices and pricing; margins; customer practices; customer product
13 preferences and buying patterns; the products purchased by customers; the exact
14 amount and type of business transactions with each customer; prospective customers
15 and contact information; sales leads and sales pipeline; cost analysis; business and
16 marketing plans, opportunities, ideas, and strategies; sales and market research,
17 analysis, and data; e-mail and social-media distribution lists; templates for design of
18 rain boots and other clothing apparel; templates for uploading products to e-commerce
19 websites, including Amazon.com; potential discounted pricing and sales plans; current,
20 historical, and projected volumes, costs, and other data; information concerning vendor
21 and vendor terms.

22 2. The Court further orders and directs the Defendants to maintain the
23 confidentiality of Oakiwear’s Confidential Information and to preserve all hard copy
24 and electronic documents in the Defendants’ possession, custody, or control that contain
25 Oakiwear’s Confidential Information.

1 3. The Court further orders the Defendants immediately:

- 2 a. Retrieve and preserve all original or copies, including hard or
3 electronic copies, of all confidential, proprietary and trade secret
4 information belonging to the Plaintiff, including all originals,
5 copies or electronic information or any communications, related
6 to this Information, hereinafter referred to as “Oakiwear’s
7 Confidential Information”;²
- 8 b. Return all Oakiwear Confidential Information to the Plaintiff and,
9 once returned, destroy all such Confidential Information still in
10 the Defendants’ possession;
- 11 c. Not use, share, disseminate, disclose, or misappropriate, directly
12 or indirectly Oakiwear’s Confidential Information; and
- 13 d. Provide all customer lists, sales leads, or other information about
14 the Plaintiff’s customers or potential customers within five (5)
15 business days.

16 4. The Defendants shall not:

- 17 a. solicit, contact, or communicate with any of Oakiwear’s existing or
18 prospective customers, of whom either of Defendants had any
19 contact with prior to the end of their employment with Oakiwear,
20 including but not limited to the following:
- 21 i. Buttons and Bows;
- 22 ii. CHS Northwest, Inc.;

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25 ² See the definition above.

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iii. Any customers or potential customers listed on any of Plaintiff's customer lists or documents that may be in the Defendants' current possession;

iv. This restriction shall not include any customers who independently came into contact with Timbee through a website such as Amazon, Timbee, Zulily, Jane.com, or otherwise independently contacted Timbee.

b. Use Oakiwear's sales or marketing information for Timbee's marketing or sales.

c. Use the following manufacturer to manufacture its goods: Hangzhou Fushi Import and Export Co., Ltd.

d. Use the following importer to import its goods: Radiant Global Logistics.

e. Use any of Oakiwear's sales representative or sales groups, of whom either of Defendants had contact with prior to their end of employment with Oakiwear, to represent Timbee's products.

4. The Defendants must also, within five (5) days, provide the following discovery to Plaintiff:

a. passwords Brewer and Zimmerman used to access Oakiwear's computer(s) or other electronic devices;

b. username and password information to allow Oakiwear to access Oakiwear's Google analytics account or otherwise cooperate with Oakiwear to be able to allow Oakiwear to have full and exclusive access to the Google Analytics account.

5. The Court finds this preliminary injunction is being issued to prevent injury, loss, or damage to Plaintiff.

6. The Court orders that Plaintiff shall not be required to post a bond pursuant to F.R.C.P. 65.

ENTERED this 22nd day of March, 2017.


BENJAMIN H. SETTLE
United States District Judge