

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-14-537022

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TEXT JUDGMENT

GUARDSMARK, LLC VS. DERRICK BOWMAN et al

001C04477830

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MAY 09 2014

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CLERK OF THE COURT
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

12 GUARDSMARK, LLC,

13 Plaintiff,

14 vs.

15 DERRICK BOWMAN, WILLIAM BODIN,
AND TETON SECURITY SERVICES, INC.,

16 Defendants.
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Case No. CGC-14-537022

~~PROPOSED~~ INJUNCTION AND
JUDGMENT PURSUANT TO C.C.P.
§ 664.6

Date: May 9, 2014
Time: 9:30 a.m.
Dept: 302
Reservation Number: 040914-05

Action Filed: January 28, 2014
Trial Date: None

1 WHEREAS, on or about January 28, 2014, Guardsmark, LLC ("Guardsmark") filed a
2 complaint entitled *Guardsmark, LLC v. Derick Bowman, William Bodin and Teton Security*
3 *Services, Inc.*, Case No. CGC-14-537022, in the Superior Court of California, San Francisco
4 County (hereinafter the "Lawsuit"), asserting claims for misappropriation of trade secrets and
5 other unfair competition against Defendants Derrick Bowman, William Bodin, and Teton Security
6 Services, Inc. ("Teton") (collectively, "Defendants");

7 WHEREAS, Guardsmark alleged that Defendant Bowman acquired Guardsmark's trade
8 secrets through improper means, i.e., he acquired Guardsmark trade secrets through his role as
9 Guardsmark's Manager-in-Charge of Guardsmark's San Francisco branch while concealing his
10 relationship with and role as founder of competitor Teton, and thereby misappropriated
11 Guardsmark's trade secrets;

12 WHEREAS, on or about January 30, 2014, Guardsmark filed an *ex parte* application for a
13 temporary restraining order on the ground that it had a strong likelihood of success of prevailing
14 on its trade secret misappropriation claims against all Defendants, and would suffer significant
15 harm if interim relief were not awarded;

16 WHEREAS, on February 3, 2014, the Court granted Guardsmark's *ex parte* application for
17 a temporary restraining order upon concluding that "Guardsmark has established a strong
18 likelihood of success on the merits on its claims that Defendants engaged in unfair business
19 practices and wrongfully acquired Guardsmark's confidential/trade secret information";

20 WHEREAS, each Party wishes to resolve the Lawsuit and all claims asserted therein
21 without further litigation and subject to the terms and conditions of the Parties' Settlement
22 Agreement and this [Proposed] Injunction and Judgment;

23 WHEREAS, the parties agree that this [Proposed] Injunction and Judgment, including the
24 limited non-solicitation restrictions on Bowman, Bodin, and Teton, are the product of a reasonable
25 compromise of the Lawsuit under the circumstances and a legitimate and necessary means to
26 protecting Guardsmark's trade secrets, and California law permits the entry of injunctions like the
27 one issued below under these circumstances (*see Wanke Indus. Commercial, Residential, Inc. v.*
28 *Superior Court* (2012) 209 Cal.App.4th 1151, 1174-75, 1178);

1 WHEREAS, all parties are represented by counsel who negotiated the Parties' Settlement
2 Agreement and this [Proposed] Injunction and Judgment;

3 NOW THEREFORE, PURSUANT TO THE JOINT REQUEST OF THE PARTIES
4 HERETO AND THEIR COUNSEL OF RECORD, THIS MATTER IS HEREBY ORDERED,
5 ADJUDGED AND DECREED AS FOLLOWS:

6 All defined terms set forth above are adopted for purposes of this judgment, and,

7 1. Settlement Agreement: Defendants shall abide by the Parties' Settlement
8 Agreement, including the required payments to Guardsmark.

9 2. Injunctive Relief:

10 a. Defendants shall not to use Guardsmark's confidential, proprietary, or trade
11 secret information in the future.

12 b. For a period of twelve (12) months following the issuance of this injunction,
13 Defendants, and all of them, and anyone acting in concert with them, employing them, or acting as
14 agents for them, are hereby prohibited and enjoined from (i) soliciting or contacting, for the
15 purpose of gaining business, any customer (or any employee or representative thereof) to whom
16 Guardsmark currently provides security services in the City and County of San Francisco;
17 (ii) seeking to redirect and/or redirecting the business of any customer to whom Guardsmark
18 currently provides security services in the City and County of San Francisco; or (iii) taking any
19 action or other effort designed to induce any of Guardsmark's current customers in the City and
20 County of San Francisco to (A) utilize the security services of anyone other than Guardsmark;
21 and/or (B) discontinue or not renew an existing security services relationship with Guardsmark.
22 This prohibition shall apply and continue for one year from the date of this issuance of this
23 injunction, after which time this prohibition shall no longer be in effect.

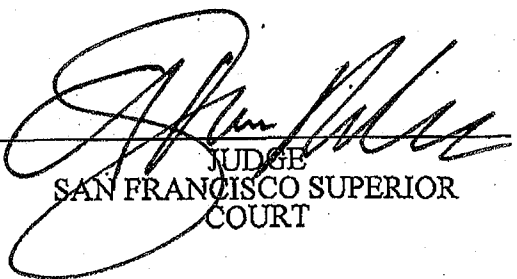
24 3. Termination of Lawsuit and Continuing Jurisdiction. This document constitutes the
25 Judgment in this action. This matter is complete and terminated, with all claims dismissed subject
26 only to the provisions of this judgment. The Court retains jurisdiction over this matter pursuant to
27 California Civil Procedure Code § 664.6, and if necessary, Guardsmark may return to this Court to
28 seek enforcement of this judgment and its terms.

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4. Notice of Entry of Judgment. Counsel for Guardsmark shall serve a notice of the entry of this judgment on counsel for Defendants, and this service shall be deemed sufficient to place Defendants, and each of them, on notice of this judgment and the injunction contained within it. Upon such notice, counsel for Defendants shall provide each Defendant with a written copy of this judgment.

It is SO ORDERED AND ADJUDGED.

DATED: May 9, 2014

By: 
JUDGE
SAN FRANCISCO SUPERIOR
COURT

A. JAMES ROBERTSON, II