

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

INTERNATIONAL SCREENING	*	
SOLUTIONS, INC.,	*	
	*	
Plaintiff,	*	
	*	
v.	*	Civil Action File No.
	*	
KRISTIN L. STAFFORD, and	*	1:15-CV-04067-TCB
GLOBAL COMPLIANCE	*	
SERVICES, INC.,	*	
	*	
Defendants,	*	
	*	
v.	*	
	*	
CHUCK PAPAGEORGIU,	*	
	*	
Third-Party Defendant.	*	

CONSENT ORDER OF PERMANENT INJUNCTION

This case comes before the Court upon the Parties agreement to certain terms and conditions of settlement as set forth and agreed upon during the mediation of this matter on March 16, 2017 before the Honorable Judge Alan J. Baverman. Along with the execution of a Settlement Agreement and General Release of Claims, for purposes of settlement, the Parties have consented to the entry of this Order of Permanent Injunction, making permanent the Court’s

previously issued ruling on March 29, 2016 [Doc. 52], granting in part Plaintiff's motion for preliminary injunction, and modifying the enforceability of the same as set forth herein, and to include Stafford's additional business ventures Vital4Data, LLC, Vital For, LLC, and/or any of their parents, subsidiaries, successors, and assigns. Having considered the same, and for good cause shown, the Court enters the following Consent Order of Permanent Injunction:

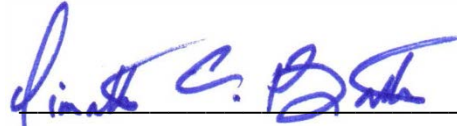
1. Stafford is hereby enjoined from violating the nondisclosure provision of the ISS Shareholders Agreement dated July 22, 2008 [Doc. 4-3, referred to as "shareholders agreement"]. Specifically, Stafford is enjoined, both directly and indirectly, from reproducing, distributing, transmitting, reverse engineering, decompiling, disassembling, or transferring any ISS "Confidential Information" or "Trade Secrets" (as defined in paragraph 1 of the shareholders agreement) by any means and for any purpose as set forth in paragraph 4.2 of the shareholders agreement.
2. Stafford is hereby enjoined from violating the employee-nonsolicitation provision of the shareholders agreement.
3. Defendants are hereby enjoined from misappropriating ISS's proprietary, confidential, and trade secret information, and from having, using, or attempting to use or obtain any of ISS's tangible trade secrets. This includes but is not limited to documents, writings, papers, spreadsheets, communications, emails, files, and the like, whether in paper or electronic form.
4. Defendants are enjoined and prohibited from acquiring or accessing, or attempting to acquire or access, any of ISS's trade secrets and computer systems.

5. Defendants have warranted they do not have any of ISS's confidential or proprietary information, whether tangible or ESI. In the event Defendants are in possession of any such property, within five days, they shall promptly return to ISS any and all tangible items that are in their possession, custody, or control and that constitute or contain ISS's confidential or proprietary information or trade secrets as defined in paragraph (1) above, including the Dow Jones document and documents relating to ISS's WorldWatch and WorldWatch Plus programs. For all electronically stored information ("ESI"), Defendants must also identify the device on which the ESI is stored. To the extent not already done, Defendants shall make available the devices on which the ESI is stored so that ISS has the opportunity to inspect and conduct forensics on the ESI. They shall also return all electronic copies of documents or files within their possession, custody, or control constituting or containing ISS's confidential or proprietary information or trade secrets. This includes documents created, modified, or received by Stafford in connection with or following the termination of Stafford's employment with ISS. Defendants shall not destroy any ESI until ISS provides written confirmation to do so.
 - (a) Notwithstanding the directive contained in paragraph (5) above, Defendants' counsel is permitted to retain an "attorney's eyes only" sealed copy of the Dow Jones document that shall be used only for purposes of this litigation. Defendants shall not be given access to the document or its contents other than as necessary to defend against ISS's claims or prosecute Defendants' counterclaims.
 - (b) If Defendants later learn that they failed to return all documents or items within their possession, custody, or control identified in paragraph (5) above, they shall (A) notify ISS's counsel – or in the event it is unrepresented by counsel, Papageorgiou – in writing of the additional item(s),

(B) return any such remaining items within twenty-four hours of determining that it is or contains information identified in paragraph (5) above, and (C) provide a short explanation to ISS of why any such items were not previously discovered, identified as ISS's confidential or proprietary information or trade secrets, and returned. Any ESI that Defendants failed to identify shall be governed by the requirements set forth in paragraph (5) above.

6. ISS's request to have Defendants deliver to ISS's counsel "all thumb drives and external drives which . . . contained at any time ISS Information" is denied as overly broad. Defendants previously delivered three personal data drives, including data devices identified Geek Squad Service Order No. 00503285571653, which were imaged by Plaintiff and returned. Plaintiff may retain a copy of the images.
7. Stafford (as an authorized agent of Vital4Data, LLC and Vital For, LLC) agrees that Vital4Data, LLC and Vital For, LLC, and/or any of their parents, subsidiaries, successors, and assigns, shall comply with the obligations and restrictions set forth in this Order.
8. If ISS learns or suspects that Defendants, or Vital4Data, LLC or Vital For, LLC, and/or any of their parents, subsidiaries, successors, and assigns, have failed to comply with any provision of this injunction, ISS shall first confer with counsel for Defendants in a good-faith attempt to resolve the matter – either without Court involvement or through the presentation of a joint proposed order addressing the actual or alleged violation – before bringing it to the Court's attention. ISS shall provide counsel for Defendants with a written detail of any alleged non-compliance or deficiencies, including the nature of the breach, and provide basis for their belief of alleged breach.
9. This injunction shall survive the dismissal of this action and remain in effect permanently or until further Order from the Court expressly modifying its terms. The Court shall retain jurisdiction to reopen this matter, if necessary.

IT IS SO ORDERED, this 18th day of May, 2017.

A handwritten signature in blue ink, appearing to read "Timothy C. Batten, Sr.", written over a horizontal line.

TIMOTHY C. BATTEN, SR.
UNITED STATES DISTRICT JUDGE