

KURANDA FINANCIAL
MORTGAGE, INC.,

Plaintiff,

v.

AUSTIN DUCA,

Defendant.

: IN THE COURT OF COMMON
: PLEAS OF DELAWARE
: COUNTY, PENNSYLVANIA
: CIVIL DIVISION

:
:
:
: Civil Action No. 19-8586

:
: JURY TRIAL DEMANDED
:
:

STIPULATED ORDER OF COURT

AND NOW, this 18th day of October 2019, upon consideration of the Verified Complaint, Plaintiff’s Emergency Motion for a Temporary Restraining Order and a Preliminary Injunction, and the Supporting Affidavit, and the Memorandum of Law in Support of the Emergency Motion, and any responses thereto, and having determined that:

IT IS HEREBY ORDERED that Plaintiff’s motion is **GRANTED**, and it is further **ORDERED** the following:

1. Duca hereby agrees and shall not use any information concerning Kuranda’s clients, including but not limited to, client names and addresses, client personal identifying information, and client financial records and information (“Confidential Client Information”), or any other proprietary Kuranda data in Duca’s possession, custody, or control, in any way, including, but not limited to, contacting or soliciting Kuranda clients; and

2. Duca hereby agrees and shall not access any Kuranda electronically stored information, Kuranda computer system or remote access platform, or computer system or platform provided by a third party to store Kuranda information or utilized by Kuranda to process loan applications; and

3. Duca hereby agrees and shall not destroy, or in any way alter, Kuranda's Confidential Client Information or any other proprietary Kuranda data in his possession, custody, or control; and

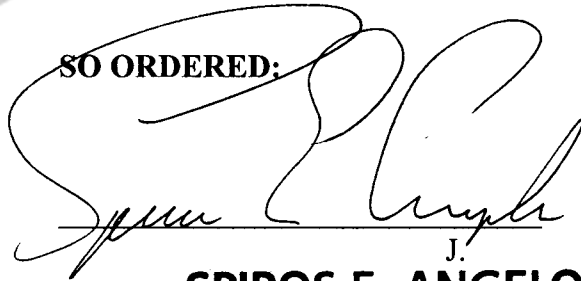
4. Duca hereby agrees and shall not disclose Kuranda's Confidential Client Information or any other proprietary Kuranda data in his possession, custody, or control, to any third party; and

5. Duca shall, by October 29, 2019, make available all devices used to access, copy, store or containing Kuranda's claimed Confidential Client Information and any other proprietary Kuranda data so that a third party consultant may inspect the device(s) and permanently delete, in a forensically sound manner per industry standard, all of Kuranda's Confidential Client Information and proprietary data; and

6. There is no determination of a prevailing party.

This injunction is preliminary in nature, and shall remain in effect until such time as a final judgment is entered, or the Court rules otherwise.

SO ORDERED:

A handwritten signature in black ink, appearing to read 'Spiros E. Angelos', written over a horizontal line. The signature is stylized and cursive.

SPIROS E. ANGELOS