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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SUN DISTRIBUTING COMPANY,
LLC,

Plaintiff,

v.

PAUL CORBETT,

Defendant.

Case No. 18-cv-2231-BAS-BGS
**ORDER GRANTING MOTION
FOR PRELIMINARY
INJUNCTION**

[ECF No. 2]

Presently before the Court is Plaintiff Sun Distributing Company, LLC’s Motion for Temporary Restraining Order and Preliminary Injunction. (ECF No. 2.) Also before the Court is Defendant Paul Corbett’s Response. (ECF No. 12.) The Court granted Plaintiff’s Motion for Temporary Restraining Order and temporarily enjoined Defendant from divulging, using, disclosing, or making available to any third person or entity Plaintiff’s trade secrets, or using any trade secrets for the purpose of directly or indirectly competing with Plaintiff. (ECF No. 13.) On October 22, 2018, the Court held oral argument on Plaintiff’s Motion for Preliminary Injunction. The Court reincorporates by reference here its findings and reasoning from its order granting a temporary restraining order, (ECF No. 13).¹ For the reasons

¹ There is one exception. Plaintiff moves to enjoin Defendant from misappropriating Plaintiff’s

1 stated in its prior order, the Court **GRANTS** Plaintiff's Motion for Preliminary
2 Injunction.

3 The Court finds Plaintiff has met its burden in establishing it is entitled to a
4 preliminary injunction. Accordingly, the Court **ENJOINS** Defendant from
5 divulging, using, disclosing, or making available to any third person or entity Sun
6 Distributing's trade secrets, or using any trade secrets for the purpose of directly or
7 indirectly competing with Sun Distributing. Sun Distributing's trade secrets include
8 but are not limited to, Sun Distributing's confidential know-how and methods
9 developed and/or acquired by Sun Distributing, its proprietary business methods and
10 procedures, customer lists and contact information, key contact information, price
11 lists and structures, customer requirements, service providers and pricing structures,
12 employee lists and compensation structures, and other proprietary business,
13 operating, and financial information. The Court reserves jurisdiction to modify this
14 preliminary injunction as the ends of justice may require.


15 Pursuant to Rule 65(c), when a court issues a preliminary injunction, it must
16 also require that the movant post a bond "in an amount that the court considers
17 proper to pay the costs and damages sustained by any party found to have been
18 wrongfully enjoined." *See* Fed. R. Civ. P. 65(c). "The court has wide discretion in
19 setting the amount of the bond, and the bond amount may be zero if there is no
20 evidence the party will suffer damages from the injunction." *Connecticut Gen. Life*
21 *Ins. Co. v. New Images of Beverly Hills*, 321 F.3d 878, 882 (9th Cir. 2003) (citation
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24 trade secrets and from breaching the Parties' contract by misappropriating Plaintiff's trade secrets.
25 The Court previously analyzed Plaintiff's breach of contract claim and determined it is preempted
26 by CUTSA. (ECF No. 13, at 13). Upon further reflection, Plaintiff's breach of contract claim is
27 not preempted by CUTSA. *See* Cal. Civil Code § 3426.7(b). However, the Court finds it need not
28 evaluate Plaintiff's request that the Court enjoin Defendant from breaching the contract by
misappropriating Plaintiff's trade secrets. Such an injunction would be unnecessary and
duplicative because Defendant is already prohibited from misappropriating Plaintiff's trade secrets.
The injunction on misappropriation is adequate to protect Plaintiff's interests.

1 omitted). The Court finds a bond is appropriate here.² Plaintiff **SHALL POST** a
2 corporate surety bond, cash, certified check, or attorney's check in the amount of
3 ten thousand dollars (\$10,000) as security, determined adequate for the payment of
4 such damages as any person may be entitled to recover as a result of wrongful
5 restraint hereunder. The bond is to be posted at the court registry. In the Court's
6 discretion, the bond may be subject to increase should an application be made in the
7 interest of justice.

8 **IT IS SO ORDERED.**

9 **DATED: October 31, 2018**


10 **Hon. Cynthia Bashant**
11 **United States District Judge**

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² Defendant does not mention a bond in his response. At oral argument, he requested Plaintiff be required to post a bond but did not specify the amount he deemed appropriate.