

FILED
U.S. DISTRICT COURT
2008 MAY 27 P 4:00
DISTRICT OF UTAH
BY: _____
DEPUTY CLERK

**IN THE UNITED STATES DISTRICT COURT
FOR UTAH - CENTRAL DISTRICT**

DEEP BLUE MARINE, a Nevada corporation;
ALEXANDER LINDALE, LLC, a Utah limited
liability company; and WILF BLUM, an
individual,

Plaintiffs,

v.

EDWARD KRAJEWSKI, an individual, JOHN
DOES 1-10, individuals,

Defendants.

INJUNCTION ORDER

Civil No. 2:08-CV-00405-TC

Judge Tena Campbell

The court has considered Plaintiffs' Complaint and the Exhibits attached thereto,
Motion and Memorandum of Points and Authorities in Support of an Ex Parte
Restraining Order and Preliminary Injunction, the Affidavits of Kenneth R. Ivory, Randy
Champion and Wilf Blum. Plaintiffs satisfied the court that Defendant Edward
Krajewski received notice of the hearing on Plaintiffs' motion for injunctive relief.

THE COURT FINDS AS FOLLOWS:

1. That the Defendant entered into a valid Non-Disclosure Agreement (the “Agreement”) with the Plaintiffs, dated October 10, 2006;
2. That by and through the Agreement, Defendant agreed not to release or publish any proprietary information agreed that during the course of his employment, and after the termination of employment about Deep Blue Marine, including: trade secrets as defined in the Agreement; and technical and business information including, but not limited to *methods, processes, discussions, plans, techniques, equipment, locations, discoveries, recovered materials, research projects, sources of supplies, financial data and marketing, contract amounts and/or salaries, corporate income, disbursements, expenditures, and /or merchandising systems or plans.*
3. That by and through the Agreement, Defendant covenanted and agreed to refrain from disclosing proprietary information regarding Plaintiff Deep Blue;
4. That Defendant has violated the terms of the Agreement by, among other things:
 - a. repeatedly and persistently publishing proprietary information related to contracts entered into by Deep Blue with third parties, including financial information;
 - b. *repeatedly and persistently publishing proprietary information related to contracts entered into by Deep Blue with contract*

employees, including salary, compensation and financial information; and

- c. repeatedly and persistently publishing proprietary information related to business methods, plans, equipment, discoveries, projects and financial information.
5. Based on the foregoing, that Plaintiffs would suffer irreparable harm if the Preliminary Restraining Order was not granted and the court is satisfied at this point, that Defendant will suffer no harm if the injunction is issued.
6. The threatened injury to Plaintiffs if the Preliminary Restraining Order is not granted outweighs whatever injury may occur to Defendant from the granting of the Preliminary Restraining Order.
7. There is a substantial likelihood that Plaintiffs will prevail on the merits of their claims against Defendant.
8. Plaintiffs' claims and request for Preliminary Restraining Order are not contrary to, but rather in furtherance of, the public interest and public policy.

Based upon the foregoing, it is hereby

ORDERED, that Plaintiff's Application for an Injunction is granted; it is

FURTHER ORDERED, that Defendant, directly or indirectly, including his agents, servants, employees, attorneys and persons in active concert participation with the foregoing, is and are hereby enjoined and restrained and shall immediately cease from:

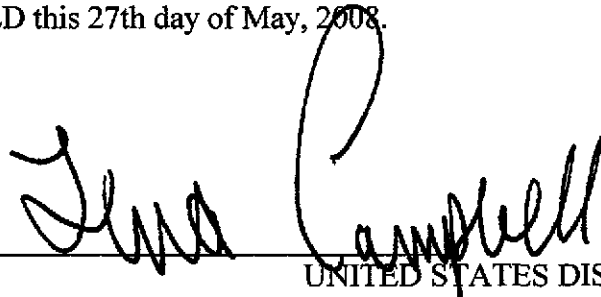
1. publishing statements concerning trade secrets, confidential, and/or proprietary information of Deep Blue as defined in the Non-Disclosure Agreement, including but not limited to methods, processes, discussions, plans, techniques, equipment, locations, discoveries, recovered materials, research projects, sources of supplies, financial data and marketing, contract amounts and/or salaries, corporate income, disbursements, expenditures, and /or merchandising systems or plans of Deep Blue; and
2. publishing false and/or defamatory statements regarding Deep Blue Marine, Wilf Blum, and/or Alexander Lindale, and/or their agents, employees or affiliates; it is

FURTHER ORDERED that Plaintiffs shall post with the court a security bond in the amount of \$1,000.00;

IT IS FURTHER ORDERED that Plaintiffs shall serve this Injunction and accompanying pleadings, papers and affidavits upon Defendant in a manner reasonably calculated to provide actual notice to Defendant of the Injunction, including by electronic or regular mail, and/or overnight courier.

A hearing was held on this matter on May 27, 2008 at 9:00 a.m. Mr. Krajewski was notified of the hearing but was not present. Mr. Krajewski can come forward, should he choose, and within a reasonable time, move the court to withdraw or amend this order.

DATED this 27th day of May, 2008.

A handwritten signature in black ink, appearing to read "Jena Campbell", is written over a horizontal line. The signature is cursive and somewhat stylized.

UNITED STATES DISTRICT COURT JUDGE