



SCHOOL SPECIALTY, INC.,

Plaintiff,

v.

Case No. 17cv882

BRENT KANE,

Defendant.

Case Code: 30704 (Other
Injunctive or Restraining
Order)

Case Code: 30301 (Money
Judgment)

TEMPORARY RESTRAINING ORDER

Upon consideration of School Specialty, Inc. ("SSI") Complaint, Motion for Temporary Restraining Order and Preliminary Injunction, Memorandum in Support, Affidavit of Michael Mapes, and attachments thereto, and having considered the arguments of counsel, the Court finds as follows:

1. While employed by SSI, Defendant Brent Kane ("Kane") executed an agreement placing certain restrictive covenant on Kane, which prohibited him for a period of twenty-four months after his employment with SSI concluded from, among other things:

a. soliciting or attempting to solicit any business from a Restricted Customer of SSI, which is any individual or entity for whom or which SSI provided services and with whom or which Kane had contacted on behalf of the company during the eighteen months preceding the end of his employment with SSI, in a manner that competes with the services or products offered by SSI; and

b. utilizing or disclosing to any person any information regarding SSI's confidential information and trade secrets, including, but not limited to, customer lists, pricing policies, and marketing plans and strategies, among other things.

2. Immediately after Kane left SSI's employ, he became employed by Duet Resource Group ("Duet"), a direct competitor of SSI, as a Director of K12 Education Market.

3. SSI will suffer irreparable harm and loss if Kane is permitted to continue in his role at Duet and to solicit or attempt to solicit any business from SSI's Restricted Customers, or if Kane uses or discloses SSI's confidential information and trade secrets. SSI has no adequate remedy at law.

4. Greater injury will be inflicted upon SSI by the denial of injunctive relief than will be inflicted upon Kane by granting of such relief.

5. SSI has a reasonable likelihood of prevailing on the merits of this case.

6. The issuance of injunctive relief will not disserve the public interest.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. A temporary restraining order is hereby entered against Kane. Kane is temporarily enjoined and restrained, directly or indirectly, and whether alone or in concert with others, from:

(a) contacting, soliciting, or servicing, directly or indirectly, or assisting Duet or any representative of Duet, or any other person, firm, corporation, or entity to contact, solicit, or service a Restricted Customer of SSI for a period of twenty-four (24) months; and

(b) utilizing or disclosing to any person, firm, corporation, or entity any information regarding SSI's confidential information and trade secrets, including, but not limited to, customer lists, pricing policies, and marketing plans and strategies.

2. Within two business days of this Order, Kane shall return all documents, materials, and files, and other data or information stored in any form whatsoever that Kane obtained from SSI, to counsel for SSI for inspection.

3. This Order is binding upon Kane, his agents, servants, employer, and those in active concert or in participation with them who receive actual notice of this order.

4. This Order remains in full force and effect until the Court renders its decision on SSI's request for a preliminary injunction.

5. The parties are ordered to attend a hearing on SSI's request for a preliminary injunction on October 10, 2017 at 1:00 p.m. That hearing will be held in Branch 2 of the Marinette County Circuit Court, 1926 Hall Avenue, Marinette, WI 54143.

This Order is issued this 26 day of September, 2017.

IT IS ORDERED.

By: James A. Mousa