

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

Remote Year, Inc.,	:	
	Plaintiff,	:
		:
v.		CIVIL ACTION
		NO. 1:17-cv-00142-RGA
		:
We Roam, LLC,	:	
	Defendant.	:

**~~PROPOSED~~ STIPULATED ORDER CONCERNING  
REMOTE YEAR INC.'S REQUEST FOR PERMANENT INJUNCTIVE RELIEF**

It is Stipulated and Agreed by Plaintiff Remote Year, Inc. (“Remote Year”) and Defendant We Roam, LLC (“We Roam”) (together, the “Parties”), by and through their respective attorneys of record, that they, subject to the approval of the Court, consent to the entry of this Stipulated Order Concerning Remote Year’s Request for Permanent Injunctive Relief (the “Order”) thereby resolving the outstanding claims in the above-captioned matter.

**WHEREAS** on February 9, 2017, Remote Year brought the present action, seeking, among other things, that a temporary and, ultimately, a permanent injunction be entered against We Roam;

**WHEREAS** pursuant to an order of this Court, the parties engaged in expedited discovery regarding the claims and defenses raised by the Parties;

**WHEREAS** on February 9, 2017 and, again, on March 16, 2017, Remote Year moved for a preliminary injunction;

**WHEREAS** on March 31, 2017, the Parties executed a stipulation regarding Remote Year’s request for preliminary injunctive relief (the “Preliminary Injunction”) which was so ordered by the Court on April 3, 2017;

**WHEREAS** the Parties in attempting to narrow the issues in this matter have determined that it is in their respective interests to resolve Remote Year's requests for permanent injunctive relief;

**WHEREAS** the Parties request that the Court enter a permanent injunction, resolving Remote Year's request for permanent injunctive relief set forth in Counts I, II, V, and VI of the Complaint as set forth herein; and

**WHEREAS** the Parties intend to stipulate to dismiss the above-captioned action with prejudice promptly if the Order is entered.

**NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED** that:

**A. We Roam's Obligation to Destroy All Of Remote Year's Information And Certifications Related Thereto.**

1. **Destruction of Remote Year Information.** Regarding the documents and information described in paragraphs 31-87 of the Complaint (the "Preserved Information"), within ten (10) days of the date of entry of this Order, We Roam, at its sole and exclusive expense, shall destroy all the Preserved Information within its possession, custody or control or within the possession, custody or control of We Roam's employees, contractors and agents, whether maintained in physical or electronic form, including, but not limited to:

- (a) all copies of the following documents in its possession which were provided to We Roam by Erika Liston (the "Remote Year Documents"): (i) the We Roam Master List.xls ("Remote Year Client Data"); (ii) Remote Year's FAQ as that term is defined in ¶ 38 of the Complaint; (iii) Remote Year's Business Case Process as that term is defined in ¶ 44 of the Complaint; and (iv) Remote Year's City Previews as that term is defined in ¶ 53 of the Complaint; and
- (b) all documents containing information derived from the Remote Year Documents except as specifically carved out below in paragraph 5.

Following such destruction, the Preserved Information previously possessed by We Roam shall remain in sole and exclusive possession of We Roam's outside counsel.

2. **Certifications of Destruction of Remote Year Information.** Within thirty days of the date of entry of this Order, We Roam shall also provide certifications from We Roam's founders, Nathan Yates and Sean Harvey, and all We Roam employees, agents, vendors and contractors (excluding, for avoidance of doubt, We Roam's outside counsel) who had possessed Preserved Information, including but not limited to Phillip Belleau, that, with the exceptions set forth below in paragraph 3, all Preserved Information has been destroyed and, with the exceptions set forth below, the Preserved Information and all information derived therefrom shall not be retained, accessed, used or disseminated.

3. **The Restricted List.** We Roam principal Nathan Yates will continue to maintain, for his eyes only, the list that We Roam provided to him under Paragraph 4 of the Preliminary Injunction containing information to identify each individual identified in the Preserved Information (the "Restricted List"). The Restricted List shall be restricted from participation in We Roam programs for a period of two years from the date of entry of this Order (the "Restricted Period"). So long as Nathan Yates is employed by We Roam he will be the only individual at We Roam with access to the Restricted List, which he will review and access for the sole and exclusive purpose of ensuring We Roam's compliance with paragraph 5(a) below. In the event that Nathan Yates leaves or is no longer affiliated with We Roam, We Roam will promptly identify and select a successor who is responsible for We Roam's compliance with this Order and will notify of same within seven (7) days of making such designation. If still affiliated with We Roam, Sean Harvey will automatically be obligated to take over these responsibilities.

**B. We Roam's Obligations Concerning Permanent Injunctive Relief**

4. **Non-Solicit.** Except as provided in the "carve-out" in paragraph 5, below, during the Restricted Period, We Roam shall not on its own, or through a third party: (i) sell

its services; (ii) directly market to or solicit for sale of its services; (iii) directly contact or communicate with for the purpose of marketing to or soliciting for sale of its services; or (iv) hire or engage any of the following:

- (a) any individual listed on the Restricted List;
- (b) any individual engaged by Remote Year as an employee, agent or independent contractor (“Remote Year Associates”), provided that this provision shall not apply to any individual whose relationship with Remote Year terminated six (6) months or more prior to such contact.

Notwithstanding the foregoing, the parties agree that incidental, unanticipated contact between We Roam and any of the individuals contemplated by Paragraphs 4(a) through (b), above, during the Restricted Period shall not be a violation of this Paragraph, provided such contact is social or personal in nature and is limited to general greeting and the exchange of social pleasantries. For the avoidance of doubt, the prohibition set forth in paragraph 4(b) is not intended to extend to outside vendors providing services to Remote Year.

5. **Carve-out.** Paragraph 4, above, notwithstanding, We Roam shall be permitted during the Restricted Period to communicate, market to, and sell services to the individuals identified on the annexed Exhibit A (filed under seal), and such communications, marketing and sales shall not violate this Order.

6. **Resolving Ambiguity.** Because the Restricted List contains only: (i) first names, (ii) last names, and a portion of the e-mail address that an individual provided to Remote Year, it will not always be possible for We Roam definitively to identify whether a particular individual is covered by the Restricted List (an “Ambiguous Name”). For example, an individual may have a name similar or identical to a name on the Restricted List, but use a different e-mail address while communicating with We Roam. To the extent any issues or questions arise as to whether an Ambiguous Name is subject to the restrictions of this

Injunction, We Roam shall contact its counsel, Mintz & Gold, LLP, which will maintain a copy of We Roam Master List.xls. Mintz & Gold LLP and Remote Year's counsel, Morgan, Lewis & Bockius, LLP (together, with Mintz & Gold LLP, "Counsel to Parties") shall make a good faith effort to discuss and attempt to resolve whether the Ambiguous Name is or is not subject to this Injunction:

- (a) If Counsel to the Parties determine that an Ambiguous Name is **not** the same individual as an individual identified on the Restricted List, then the Ambiguous Name **will not be** subject to the restrictions set forth in this Injunction; and
- (b) If Counsel to the Parties determine that an Ambiguous Name **is** the same individual as an individual identified on the Restricted List, then the Ambiguous Name **will be** subject to the restrictions set forth in this Injunction.

The determination of Counsel to the Parties shall be final as to whether an Ambiguous Name is subject to this Injunction. Following that determination, it shall not be a breach or violation of this Injunction for We Roam to solicit any Ambiguous Name subject to Paragraph 6(a) of this Agreement.

**C. Waiver of Remedies and Scope of Order**

7. **Waiver.** For the avoidance of doubt, to the extent Remote Year's Complaint in this matter sought permanent injunctive relief, this Order fully resolves Remote Year's claim for that remedy arising out of the facts alleged in the Complaint.

**D. Enforcement Of This Order**

8. **Remedies.** Subject to paragraph 9, below, if We Roam violates this Order and is found by a court of competent to have done so, for each such violation Remote Year shall be entitled to payment from We Roam in the amount of \$25,000 in liquidated damages and payment of Remote Year's costs and attorneys' fees in bringing such motion or action as the case may be. Furthermore, nothing in this Order shall prevent, or be deemed to

prevent, Remote Year from investigating potential violations of this Order. If Remote Year has a reasonable basis to believe that a violation of this Order may have occurred, upon presentation to We Roam of the evidence substantiating that belief, We Roam will cooperate with Remote Year's inquiries concerning the alleged violation.

9. **Notice and Opportunity to Cure.** Before Remote Year may assert a breach of this Order, it shall provide We Roam with notice reasonably setting forth the facts and circumstances constituting the breach. Upon receipt of such notice, We Roam shall have five (5) business days to cure the breach to the extent such breach is curable. A breach is curable under this Order where:

- (a) the breach arises from contact with an individual identified in Paragraph 4(b), above; or
- (b) the breach arises from contact with an individual identified on the Restricted List, above, and is preliminary and limited in scope. For the avoidance of doubt, if an individual identified on the Restricted List reaches out to We Roam or initiates communication with We Roam, any response or communication would be deemed preliminary and limited in scope, and therefore, the related breach would remain curable, so long as We Roam has not conducted a post-application formal interview of the identified individual or engaged in any of the processes that ordinarily follow that interview including contact with the individual's employer or developing a business case related to that individual.

We Roam may cure such a breach by: (i) providing the wrongfully-contacted individual identified with the following notice:

We appreciate your interest in We Roam. Due to a dispute that arose between We Roam and one of its competitors, Remote Year, We Roam has agreed not to do business with certain individuals for a limited period of time. Unfortunately, your name appears on We Roam's restricted list. At this time, therefore, We Roam must cease all communication with you. We apologize for any inconvenience and we look forward to being able to discuss our exciting services with you in the future. We Roam continues to book new trips all the time, however, and you may check back in with us in the Summer of 2019. Until then we wish you all the best.

The We Roam Team

and (ii) providing written notice to Remote Year that We Roam has cured, including a copy of the above correspondence to Remote Year. The rest of this paragraph notwithstanding, the parties will make a good faith effort to discuss and attempt to resolve any dispute arising hereunder provided that this ability to cure shall not limit any party's right to seek immediate temporary judicial relief when circumstances warrant it.

10. **Notices.** Any notice or process required or permitted under this Order shall be given in writing and shall be deemed effectively given one (1) business day after deposit with any nationally recognized overnight courier providing evidence of delivery with next business day delivery charges prepaid and addressed to the recipient at its address as set forth below:

If to Remote Year, addressed to:

Sam.matthew@remoteyear.com

With a copy to:

Morgan, Lewis & Bockius, LLP  
1007 North Orange  
Wilmington, Delaware 19801  
Justin.victor@morganlewis.com  
Attention: Justin Victor

If to We Roam, addressed to:

nathan@we-roam.com

With a copy to:

Mintz & Gold LLP  
600 Third Avenue, 25th Floor  
New York, New York 10016,  
Attention: Alexander Gardner

11. **Governing Law and Jurisdiction.** This Order shall be governed by the laws of the State of Delaware without reference to its choice of law doctrines. Any dispute arising

under, relating to, or in connection with this Order shall be brought in a court located in the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction of such courts.

12. **Binding Effect: Assignment.** This Order shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, heirs and/or assigns.

Dated: May 3 , 2017

/s/Andrew D. Cordo

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*Attorneys for We Roam, LLC*


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*Attorneys for Remote Year, Inc.*

It is **SO ORDERED** this 4 day of May, 2017

  
United States District Judge