

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

STANGE LAW FIRM, PC,)
)
 Plaintiff,)
)
 vs.)
)
 CHELSEA MERTA, et al.,)
)
 Defendants.)
)

Case No: 18SL-CC00540

Division No. 14

FILED
DIV. SEP 24 2019 14
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

AMENDED JUDGMENT AND PERMANENT INJUNCTION

The Court, having received Defendants' Confession of Judgment, and having considered the record in this case, and for good cause shown, orders, adjudges, and decrees as follows.

IT IS HEREBY ORDERED, ADJUDGED, AND DEGREED THAT Judgment is entered in favor of Plaintiff Stange Law Firm, PC, and against Defendants, Chelsea Merta and Lotus Law & Legal Services, LLC, jointly and severally, on Count I (Violation of the Missouri Computer Tampering Act (§ 537.525 RSMo.)), Count II (Breach of Contract), Count III (Breach of the Duty of Loyalty), and Count IV (Breach of Fiduciary Duty) in Plaintiffs' Amended Petition in the amount of \$557,292.08;

IT IS FURTHER ORDERED, ADJUDGED, AND DEGREED THAT each of the Defendants, and anyone acting in concert with any of the Defendants, are permanently enjoined as follows:

- (a) Each of the Defendants, and anyone acting in concert with any of the Defendants, are permanently enjoined from retaining, using, disclosing, copying or discussing (1) any files, documents, and information taken from SLF by Defendants of any kind whatsoever (except for the files for clients who transferred their representation from SLF to Defendants and which were contained on the flash drive that was delivered to Defendants by Parameter Security on September 16, 2019), created by and/or at the

direction of SLF, and/or any of SLF's current or former clients, (2) any files, documents, and information belonging to SLF and/or any of SLF's current or former clients (except for the files for clients who transferred their representation from SLF to Defendants and which were contained on the flash drive that was delivered to Defendants by Parameter Security on September 16, 2019), and/or (3) any files, documents, and information containing, reflecting, discussing, or constituting any of the foregoing information (information set forth in this paragraph is collectively referred to as the "SLF Information");

- (b) Defendants shall destroy and permanently delete, or return to SLF, all SLF Information, if any, currently in their possession, custody, or control, or which may subsequently come into their possession, custody, or control at any time hereafter, regardless of the medium in which it is stored; and
- (c) If at any point after the entry of this permanent injunction either of the Defendants discovers that she or it has any SLF Information in her or its possession, custody, or control, Defendants will immediately notify Plaintiff, return the SLF Information, and destroy all copies.

The foregoing injunction is binding on all persons, partnerships, corporations, and other entities with knowledge of this decree and who knowingly act in concert with any or all of the Defendants to violate its provisions.

SO ORDERED:



The Honorable Kristine Kerr
St. Louis County Circuit Court, Division 14