

FILED
LOS ANGELES SUPERIOR COURT

JUN 30 2006

JOHN A. CLARKE, CLERK
[Signature]
BY CONNIE L. HUDSON, DEPUTY

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RECEIVED
JUN 29 2006
DEPT. 86

CIT/CASE: BC350374 LEA/DEF#:
RECEIPT #: CCH459174055
DATE PAID: 06/29/06 11:11:22 AM
PAYMENT: \$20.00 0310
CHECK: 20.00
CHARGE:
CARD:

Attorneys for Plaintiff JENNIFER LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

ORIGINAL

JENNIFER LOPEZ, an individual,
Plaintiff,

v.

OJANI NOA, an individual; and DOES 1
through 50, inclusive,
Defendants.

CASE NO. BC 350374

STIPULATION FOR PRELIMINARY
INJUNCTION AND PRELIMINARY
INJUNCTION [PROPOSED]

Date: June 30, 2006
Time: 9:30 a.m.
Place: Dept. 86

WHEREAS, Defendant Ojani Noa ("Noa") has participated in the preparation and dissemination of a manuscript for a book containing statements about Plaintiff Jennifer Lopez ("Plaintiff") and Noa's alleged previous relationship with Plaintiff (the "Subject Information");

WHEREAS, Plaintiff contends that such actions by Noa's breached a written confidentiality and nondisparagement agreement between Plaintiff and Noa and otherwise constituted wrongful and tortious violations of Plaintiff's rights;

WHEREAS, the parties have engaged in negotiations in an effort to resolve their dispute and desire to resolve their dispute without engaging in further litigation concerning the OSC Re: Preliminary Injunction issued by the Court, and have agreed to a stipulated Preliminary Injunction on the terms set forth herein;

1 NOW, THEREFORE, THE PARTIES, THROUGH THEIR RESPECTIVE COUNSEL
2 OF RECORD, HEREBY STIPULATE AND AGREE TO THE FOLLOWING TERMS:

3 Pending the trial of this matter or further Order of the Court, Noa, his agents, attorneys,
4 and any persons or entities acting in concert with him and/or on his behalf, and any persons
5 aiding or abetting him regarding these matters, and all others having knowledge or notice of the
6 injunction, shall be enjoined and restrained from the following:

7 (a) Criticizing, denigrating, casting in a negative light or otherwise disparaging or
8 causing disparagement to Plaintiff;

9 (b) Disclosing for monetary gain any private or intimate details about Plaintiff or
10 Noa's relationship with Plaintiff; and

11 (c) Selling, licensing, disseminating, distributing, publishing, broadcasting, exploiting
12 or attempting to sell, license, disseminate, distribute, publish, broadcast or exploit for monetary
13 gain any book manuscript or other written materials which contain private or intimate details
14 about Plaintiff or Noa's relationship with Plaintiff ("the Book Materials").

15 Additionally, pending the trial or further Court Order, Noa and his agents, attorneys, and
16 any persons or entities acting in concert with him and/or on his behalf and any persons aiding or
17 abetting him regarding these matters, and all others having knowledge or hereof, are ordered to:

18 (d) Recall, retrieve and obtain the Book Materials and all copies thereof in any format
19 or medium, from any persons who have possession of any of the Book Materials, the Book
20 Materials and all copies thereof;

21 (e) Give notice to any and all persons and entities who have or subsequently receive
22 copies of all or any part of the Book Materials that they are enjoined by Court Order from
23 exploiting, transferring or disposing of the Book Materials (other than delivering them to Noa
24 for purposes of complying with the Court's order) in any way pending further Order of this
25 Court; and

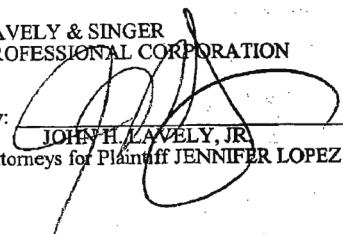
26 (f) Deliver to Plaintiff, under seal, all copies of the Book Materials, in any format or
27 medium, which are in their possession, custody or control.

28 The parties further stipulate that the Preliminary Injunction shall become immediately

1 effective upon Plaintiff's filing an undertaking under C.C.P. Section 529 in the amount of
2 \$5,000.00.

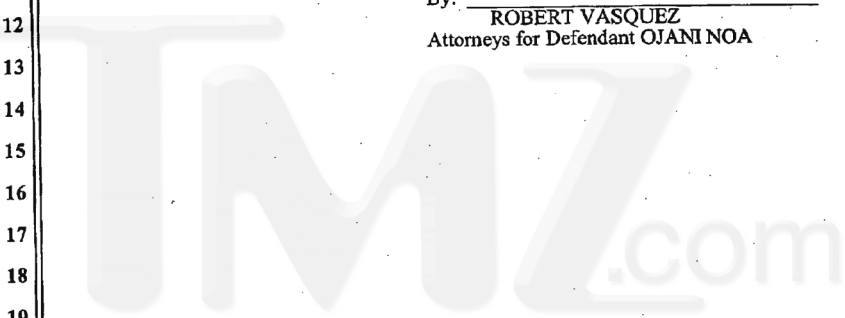
3
4 DATED: June 28, 2006

LAVELY & SINGER
PROFESSIONAL CORPORATION

5
6 By: 
7 JOHN H. LAVELY, JR.
8 Attorneys for Plaintiff JENNIFER LOPEZ

9
10 DATED: June __, 2006

11
12 By: _____
13 ROBERT VASQUEZ
14 Attorneys for Defendant OJANI NOA



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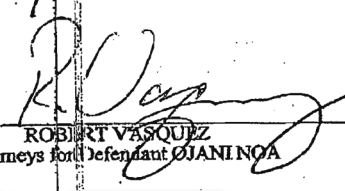
1 effective upon Plaintiff's filing an undertaking under C.C.P. Section 529 in the amount of
2 \$5,000.00.

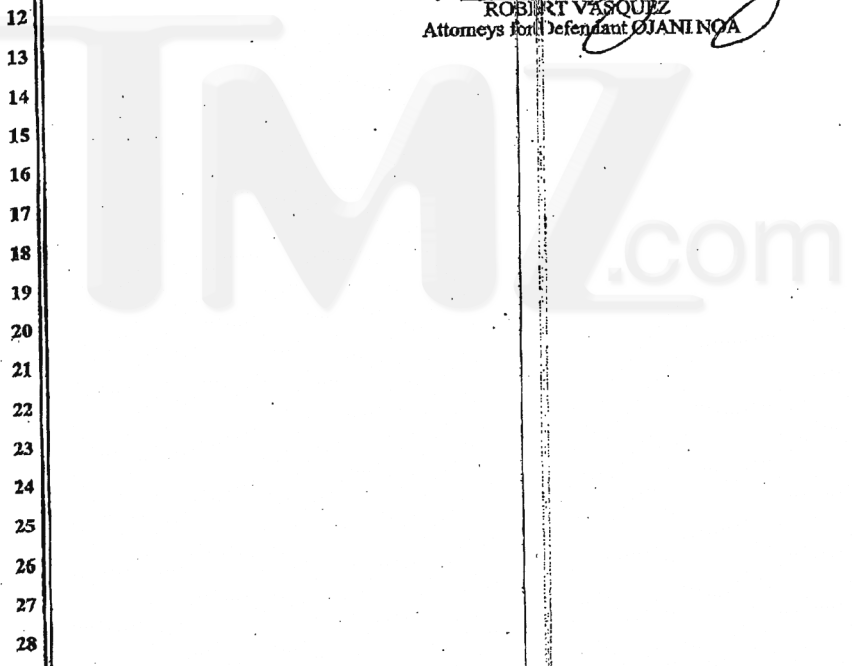
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4 DATED: June 28 2006

LAVELY & SINGER
PROFESSIONAL CORPORATION

By: 
JOSEPH H. LAVELY, JR.
Attorneys for Plaintiff JENNIFER LOPEZ

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8
9 DATED: June 29 2006

By: 
ROBERT VASQUEZ
Attorneys for Defendant JUANINOA



ORDER

1
2 Based on the foregoing Stipulation between the parties, and good cause appearing
3 therefor, the Court HEREBY ORDERS AS FOLLOWS:

4 Pending the trial of this action or further Order of the Court, Noa, his agents, attorneys,
5 and any persons or entities acting in concert with him and/or on his behalf, and any persons
6 aiding or abetting him regarding these matters, and all others having knowledge or notice of this
7 injunction, are enjoined and restrained from the following:

8 (a) Criticizing, denigrating, casting in a negative light or otherwise disparaging or
9 causing disparagement to Plaintiff;

10 (b) Disclosing for monetary gain any private or intimate details about Plaintiff or
11 Noa's relationship with Plaintiff; and

12 (c) Selling, licensing, disseminating, distributing, publishing, broadcasting, exploiting
13 or attempting to sell, license, disseminate, distribute, publish, broadcast or exploit for monetary
14 gain any book manuscript or other written materials which contain private or intimate details
15 about Plaintiff or Noa's relationship with Plaintiff ("the Book Materials").

16 Additionally, pending the trial or further Court Order, Noa and his agents, attorneys, and
17 any persons or entities acting in concert with him and/or on his behalf and any persons aiding or
18 abetting him regarding these matters, and all others having knowledge or notice of this
19 injunction, are hereby ordered to:

20 (d) Recall, retrieve and obtain the Book Materials and all copies thereof in any format
21 or medium, from any persons who have possession of any of the Book Materials, the Book
22 Materials and all copies thereof;

23 (e) Give notice to any and all persons and entities who have or subsequently receive
24 copies of all or any part of the Book Materials that they are enjoined by Court Order from
25 exploiting, transferring or disposing of the Book Materials (other than delivering them to Noa
26 for purposes of complying with the Court's order) in any way pending further Order of this
27 Court; and

28 (f) Deliver to Plaintiff, under seal, all copies of the Book Materials, in any format or

1 medium, which are in their possession, custody or control.

2 IT IS FURTHER ORDERED that, before this order shall take effect, Plaintiff must file an
3 undertaking in the sum of \$5,000.00 pursuant to California Code of Civil Procedure Section 529
4 for the purpose of indemnifying Defendant for any damages as he may sustain by reason of this
5 Injunction if the Court finally decides that Plaintiff is not entitled to it.

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8 DATE: JUN 30 2006

David P. [Signature]
JUDGE OF THE SUPERIOR COURT



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PROOF OF SERVICE
1013A(3) C.C.P. Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2049 Century Park East, Suite 2400, Los Angeles, California 90067-2906.

On June 29, 2006, I served the foregoing document described as:

STIPULATION FOR PRELIMINARY INJUNCTION AND PRELIMINARY INJUNCTION [PROPOSED]

on the interested parties in this action by placing:

a true and correct copy -OR- the original document

thereof enclosed in sealed envelopes addressed as follows:

Attorneys for Defendant

BY MAIL:

I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY E-MAIL

As follows: I e-mailed a copy of the above-described document to each of the e-mail addresses below using Adobe Acrobat.

VIA FACSIMILE: I served the foregoing document described by facsimile machine located at telephone number 310-556-3615, pursuant to California Rules of Court Rule 2009, to the interested parties in this action: The facsimile machine I used complied with California Rules of Court Rule 2003(3). The transmission was complete and no error was reported by the machine. I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

VIA PERSONAL SERVICE:

I delivered said document to the offices of the addressee(s), via hand delivery.

I caused such document to be delivered to the offices of the addressee(s), via hand delivery.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed June 29, 2006 at Los Angeles, California.


Janice Titus