

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Juries.AI, Inc. v. Vincent Sheu

Case No. 5:25-cv-10188-BLF (N.D. Cal. Nov. 25, 2025) · No. 5:25-cv-10188-BLF · Decided November 25,
2025

OPINION

1 2 3 UNITED STATES DISTRICT COURT 4 NORTHERN DISTRICT OF CALIFORNIA 5
SAN JOSE DIVISION 6 7 JURIES.AI, INC., Case No. 5:25-cv-10188-BLF 8 Plaintiff, ORDER
GRANTING MOTION FOR TEMPORARY RESTRAINING ORDER 9 v. AND ORDER TO
SHOW CAUSE 10 VINCENT SHEU, [Re: ECF No. 2] 11 Defendant. 12 Plaintiff Juries.AI, Inc.
("Juries.AI") filed the complaint in this action on November 24, 13 2025, asserting a federal trade
secret claim against former co-founder and employee Defendant 14 Vincent Sheu under the
Defend Trade Secrets Act ("DTSA"), 18 U.S.C. § 1836.

See Compl., ECF 15 No. 1. Juries.AI also asserts state law claims for trade secret
misappropriation, breach of contract, 16 computer fraud, and conversion. See id. 17
Simultaneously with filing the complaint, Juries.AI filed an ex parte application seeking a 18
temporary restraining order ("TRO") prohibiting Mr. Sheu from retaining or using Juries.AI's 19
confidential information and requiring him to return all of Juries.AI's property and information in
20 his possession.

ECF No. 2 ("App."). Juries.AI also seeks permission for expedited discovery. 21 The application
for a TRO is GRANTED-IN-PART as set forth below. 22 I. BACKGROUND 23 Juries.AI has
submitted the declaration of its co-founder and Chief Executive Officer 24 Elizabeth G. Parikh,
establishing the following facts. ECF No. 2-2 ("Parikh Decl."). Juries.AI is a 25 corporation
organized under the laws of the State of Delaware with its principal place of business 26 in New
York.

Id. ¶ 3. Juries.AI is in the business of artificial intelligence ("AI") and specifically 27 deals in AI-
powered solutions for courtroom simulation, with an AI platform that "allows 1 the courtroom."
Id. ¶ 4. Juries.AI has invested substantial time, energy, and resources in 2 developing proprietary
knowledge and information in connection with its AI platform, including 3 (1) intake
methodology for collecting data from real-world potential jurors, (2) data collected from 4 the
intake process of more than eighty potential jurors, (3) data-processing methodologies for the 5
collection of potential juror data, (4) methodologies for validating this data, and (5) source code 6
for simulating jurors and courtroom decisionmakers from this data.

Id. ¶¶ 5–7. Juries.AI regards 7 this proprietary information as confidential and as a trade secret and has accordingly established 8 procedures to protect the secrecy of this information. Id. ¶ 8. 9 Ms. Parikh co-founded Juries.AI with Mr. Sheu in April 2025—during his time at 10 Juries.AI, Mr. Sheu was responsible for providing technical input and overseeing Juries.AI’s 11 product development and reported directly to Ms. Parikh.

Id. ¶ 9. Due to the nature of his role, 12 Mr. Sheu had access to all of Juries.AI’s source code and document repositories, as well as 13 administrative control over several systems owned by Juries.AI; he also had control over a digital 14 banking system (the “Brex Account”) in which Juries.AI stored funds in excess of \$400,000. Id. 15 ¶ 10. He also controlled an Amazon Web Services account (the “AWS Account”) for Juries.AI 16 that contained more than \$190,000 worth of credits.

Id. On April 3, 2025, Mr. Sheu signed and 17 executed an Employee Confidential Information and Inventions Assignment Agreement, ECF 18 No. 2-3 (“Agreement” or “CIAA Agreement”),¹ in which he agreed that he “will hold in 19 confidence and will not disclose, use, lecture upon, or publish any Confidential Information.” 20 Agreement § 1.1. 21 The Agreement further required Mr. Sheu to “deliver to [Juries.AI] any and all materials, 22 together with all copies thereof, containing or disclosing any Company Inventions, or Confidential 23 Information.” Agreement § 8.

If Mr. Sheu were to leave Juries.AI, the Agreement required 24 Mr. Sheu to “provide Company any and all information needed to access any Company property 25 1 Juries.AI was initially established as a limited liability company, and Mr. Sheu’s agreement was 26 with Juries.AI LLC. Parikh Decl. ¶ 3. Once Juries.AI LLC was converted into Juries AI, Inc., Mr. Sheu signed a “substantively identical” agreement with Juries.AI LLC. Id. ¶ 11; see ECF 27 No. 2-4.

This Order refers to the agreements interchangeably as “Agreement” but will cite to 1 or information returned or required to be returned pursuant to this paragraph, including without 2 limitation any login, password, and account information; cooperate with Company in attending an 3 exit interview; and complete and sign Company’s termination statement if required to do so by 4 Company.” Id. The Agreement also required Mr. Sheu “to provide Company access to [his] 5 system as reasonably requested to verify that the necessary copying and/or deletion is completed.” 6 Id. The Parties also agreed that Mr. Sheu’s employment was at-will.

Id. § 12.5. 7 Mr. Sheu was terminated on October 31, 2025, for performance issues. ECF No. 2-5. The 8 termination letter reminded Mr. Sheu of his continuing confidentiality, nondisclosure, and other 9 obligations and requested that he return all of Juries.AI’s documents and any proprietary or 10 confidential information within five days. Mr. Sheu has since refused Juries.AI’s request that he 11 sign the termination letter to acknowledge he received and understood it.

Parikh Decl. ¶ 19. 12 Mr. Sheu has since violated the terms of the Agreement, including by restricting Juries.AI's access 13 to the AWS Account, Brix Account, and other accounts, id. ¶¶ 21–23, and by maintaining 14 unauthorized access to accounts that store Juries.AI's trade secrets and confidential information, 15 id. ¶ 24. Ms. Parikh also represents that it is her understanding that Mr. Sheu has unauthorized 16 access to Juries.AI's source code and continues to possess information regarding Juries.AI's 17 business and operational plans.

Id. ¶¶ 25–26. 18 The Parties had telephone conferences on November 7, 2025, and November 12, 2025, in 19 which Mr. Sheu refused to comply with requests to address his obligations; he also stated his 20 belief that Juries.AI should be terminated. Id. ¶¶ 30–31. Ms. Parikh believes that “Mr. Sheu 21 intends to misappropriate company IP to create, or assist in the creation of a new, substantially 22 identical business” to Juries.AI.

Id. ¶ 32. 23 II. LEGAL STANDARD 24 The Court may issue a TRO without notice to the adverse party only if: “(A) specific facts 25 in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or 26 damage will result to the movant before the adverse party can be heard in opposition; and (B) the 27 movant's attorney certifies in writing any efforts made to give notice and the reasons why it should 1 a TRO application be accompanied by “[a] declaration by counsel certifying that notice has been 2 provided to the opposing party, or explaining why such notice could not be provided.” Civ.

3 L.R. 65-1(a)(5). 4 Courts use the same standard for issuing a temporary restraining order as that for issuing a 5 preliminary injunction. See *Washington v. Trump*, 847 F.3d 1151, 1159 n.3 (9th Cir. 2017) 6 (“[T]he legal standards applicable to TROs and preliminary injunctions are ‘substantially 7 identical.’” (quoting *Stuhlbarg Int’l Sales Co. v. John D. Brush & Co.*, 240 F.3d 832, 839 n.7 8 (9th Cir.

2001)). An injunction is a matter of equitable discretion and is “an extraordinary remedy 9 that may only be awarded upon a clear showing that the plaintiff is entitled to such relief.” *Winter* 10 v. *Natural Resources Defense Council, Inc.*, 555 U.S. 7, 22 (2008). A plaintiff seeking 11 preliminary injunctive relief must establish “[1] that he is likely to succeed on the merits, [2] that 12 he is likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of 13 equities tips in his favor, and [4] that an injunction is in the public interest.” Id. at 20.

14 “[I]f a plaintiff can only show that there are ‘serious questions going to the merits’—a 15 lesser showing than likelihood of success on the merits—then a preliminary injunction may still 16 issue if the ‘balance of hardships tips sharply in the plaintiff’s favor,’ and the other two *Winter* 17 factors are satisfied.” *Friends of the Wild Swan v. Weber*, 767 F.3d 936, 942 (9th Cir.

2014) 18 (alteration in original) (quoting *Shell Offshore, Inc. v. Greenpeace, Inc.*, 709 F.3d 1281, 1291 19 (9th Cir. 2013)). 20 III. DISCUSSION 21 Juries.AI asks the Court to issue an order

enjoining Mr. Sheu from (1) obtaining, retaining, 22 using, copying, disclosing, transmitting, disseminating, or making attempts thereof Juries.AI's 23 confidential information; (2) using Juries.AI's confidential information to solicit business, 24 (3) accessing or tampering with any document or information in any medium in his possession 25 relating to this action, and (4) violating his Agreement with Juries.AI, and requiring Mr. Sheu to 26 (5) return Juries.AI's information and property without alteration, (6) transfer two-factor 27 authentication to Ms. Parikh, and (7) execute any and all documents required to re-establish 1 show cause why a preliminary injunction should not issue and allow expedited discovery.

2 The Court has no difficulty finding that Juries.AI has satisfied the requirements for 3 issuance of a TRO ex parte but concludes that it has not made a sufficient showing with respect to 4 its request for expedited discovery.

The Court therefore GRANTS-IN-PART the ex parte 5 application and will consider the request for expedited discovery at the December 4, 2025, 6 hearing. 7 A. Proof of Service 8 Juries.AI may obtain a TRO without notice to Mr. Sheu only by presenting specific facts in 9 an affidavit or verified complaint showing that "immediate and irreparable injury, loss, or 10 damage" otherwise would result.

Fed. R. Civ. P. 65(b)(1). The movant's attorney must certify in 11 writing the reasons why notice should not be required. See id.; Civ. L.R. 65-1(a)(5). Juries.AI has 12 satisfied these requirements. 13 The Parikh Declaration establishes that Mr. Sheu was granted access to Juries.AI's trade 14 secrets and other proprietary information in order to perform work in his capacity with the 15 company; that Mr. Sheu retains access to Juries.AI's trade secrets and proprietary information; 16 that Mr. Sheu is interfering with Juries.AI's access to its accounts; that Mr. Sheu attempting to use 17 Juries.AI's trade secrets and proprietary information for his own benefit; and that Mr. Sheu is still 18 in possession of Juries.AI's property.

The Parikh Declaration further establishes that Mr. Sheu's 19 post-termination behavior subjects Juries.AI to a threat of irreparable injury arising from 20 disclosure of confidential, proprietary information. 21 Juries.AI's counsel, Blake Davis, has submitted a declaration stating that notice of this ex 22 parte application was given in accordance with Local Rule 65-1 by sending Mr. Sheu a copy of the 23 complaint, application, and Parikh Declaration by email to his last known email address and 24 stating that Juries.AI will file a proof of service once service of all papers is complete.

ECF No. 2- 25 6 ¶ 2. On this record, the Court is satisfied that issuance of a TRO without proof of service is 26 appropriate. 27 B. Analysis 1 Beginning with likelihood of success on the merits, Juries.AI's application is based 2 primarily on its claim for trade secret misappropriation under the DTSA.

To prevail on a DTSA 3 claim, an aggrieved plaintiff must plead and prove three elements: (1) plaintiff owned a trade 4 secret; (2) defendant acquired, disclosed, or used the protected secret through improper means; 5 and (3) defendant caused damage to plaintiff.” Beatport v. SoundCloud, No. 19-cv-00847-MRW, 6 2019 WL 6330680, at *1 (C.D. Cal. Apr. 11, 2019). “Actual or threatened misappropriation may 7 be enjoined.” Farmers Ins.

Exch. v. Steele Ins. Agency, Inc., No. 13-cv-00784-MCE, 2013 WL 8 2151553, at *9 (E.D. Cal. May 16, 2013). “A ‘trade secret’ is information that (1) derives 9 independent economic value, actual or potential, from not being generally known to, or readily 10 ascertainable by other people who can obtain economic value from its disclosure or use and (2) is 11 subject to reasonable efforts to maintain its secrecy.” WeRide Corp. v. Kun Huang, 12 379 F. Supp. 3d 834, 845–46 (N.D.

Cal. 2019) (citing 18 U.S.C. § 1839(3)). 13 Juries.AI has provided evidence in the form of the Parikh Declaration that the information 14 that Mr. Sheu has acquired and refused to return includes virtually every tool that is required to 15 reproduce the Juries.AI platform, including source code, individual juror data collection 16 methodologies, interview results, business plans, pricing, and potential customers.

Parikh Decl. 17 ¶¶ 5–7. Such information is squarely within the ambit of the type of material covered by the 18 DTSA’s definition of trade secrets. See 18 U.S.C. § 1893(3). The Declaration further establishes 19 that this information derives independent economic value from not being generally known or 20 readily ascertainable through proper means because its platform has been limited to business-to- 21 business customers through individual contracts and because Juries.AI has expended time, energy, 22 and resources into its technology with the expectation of a first-mover advantage.

Parikh Decl. 23 ¶ 6. Finally, the Declaration shows that Juries.AI has taken reasonable measures to protect its 24 trade secret and confidential information by storing its source code and database on password 25 protected, encrypted, third-party file storage and sharing services. Id. ¶ 8. These types of 26 measures have routinely been held to be sufficient under the DTSA.

See, e.g., MAI Sys. Corp. 27 v. Peak Comput., Inc., 991 F.2d 511, 521 (9th Cir. 1993). 1 manner not authorized by Juries.AI by, among other things, using his administrative privileges to 2 access Juries.AI’s internal company databases post-termination and refusing to return Juries.AI’s 3 source code, individual juror data collection methodologies, interview results, business plans, 4 pricing, potential customers, among other information he was given access to during his 5 employment.

Parikh Decl. ¶¶ 20–26. Mr. Sheu’s actions pose a significant threat to Juries.AI’s 6 future, since disclosure of the trade secrets would destroy the value of Juries.AI’s products and 7 deprive it of

opportunities to market them. See *Apex.AI, Inc. v. Langmead*, No. 23-cv-02230-BLF, 8 2023 WL 3391962, at *3 (N.D. Cal. May 10, 2023).

In light of this strong showing of likelihood of success on its DTSA claim, the Court need not address likelihood of success on Juries.AI's 10 state law claims. 11 2. Irreparable Harm 12 Juries.AI also has established that it is likely to suffer irreparable harm if a TRO is not 13 granted. "[C]ourts in this district have 'presume[d] that Plaintiff will suffer irreparable harm if its 14 proprietary information is misappropriated.'" *Comet Techs.*

United States of Am. Inc. 15 v. Beuerman, No. 18-cv-01441-LHK, 2018 WL 1990226, at *5 (N.D. Cal. Mar. 15, 2018) (second 16 alteration in original) (quoting *W. Directories, Inc. v. Golden Guide Directories, Inc.*, No. 09-cv- 17 1625, 2009 WL 1625945, at *6 (N.D. Cal. June 8, 2009)). Other evidence also suggests that 18 Juries.AI is likely to suffer irreparable harm absent injunctive relief.

Here, Mr. Sheu has taken 19 proprietary information relating to a new product that Juries.AI intends to bring to market, 20 interfered with Juries.AI's access to accounts necessary for its day-to-day operations, and 21 expressed his intention for Juries.AI to be terminated, indicating that Juries.AI risks, among other 22 things, losing potential customers and sales due to his conduct.

Eldorado Stone, LLC 23 v. Renaissance Stone, Inc., No. 04-cv-02562-JM-LSP, 2005 WL 5517732, at *5 (S.D. Cal. 24 May 31, 2005). 25 Juries.AI has made a strong showing on irreparable harm. 26 3. Balance of Equities 27 Juries.AI argues that it has a strong interest in ensuring that there is no unauthorized 1 at 15.

The balance of equities favors Juries.AI because it appears that Mr. Sheu has 2 misappropriated Juries.AI's trade secrets and is attempting to market them for his own benefit. 3 Under these circumstances, Mr. Sheu does not appear to have any legitimate competing interest in 4 the trade secrets, and he "would not suffer hardship if the Court entered a narrowly tailored 5 injunction prohibiting [him] from employing unlawful means to compete against" Juries.AI.

6 *W. Directories*, 2009 WL 1625945, at *7. 7 4. Public Interest 8 "[T]he public interest is served when defendant is asked to do no more than abide by trade 9 laws and the obligations of contractual agreements signed with her employer. Public interest is 10 also served by enabling the protection of trade secrets." *Henry Schein, Inc. v. Cook*, 11 191 F. Supp. 3d 1072, 1078 (N.D.

Cal. 2016). Courts in the Ninth Circuit regularly conclude that 12 narrowly tailored injunctions advance the public interest by "serv[ing] the policy of protecting 13 trade secrets while simultaneously allowing lawful competition." *Pyro Spectaculars N., Inc. 14 v. Souza*, 861 F. Supp. 2d 1079, 1093 (E.D. Cal. 2012); accord *Bambu Franchising, LLC 15 v. Nguyen*, 537 F. Supp. 3d 1066, 1080 (N.D.

Cal. 2021). 16 C. Security 17 Federal Rule of Civil Procedure 65(c) provides that “[t]he court may issue a preliminary 18 injunction or a temporary restraining order only if the movant gives security in an amount that the 19 court considers proper to pay the costs and damages sustained by any party found to have been 20 wrongfully enjoined or restrained.” The Ninth Circuit has “recognized that Rule 65(c) invests the 21 district court ‘with discretion as to the amount of security required, if any.’” Jorgensen 22 v. Cassiday, 320 F.3d 906, 919 (9th Cir.

2003) (quoting Barahona-Gomez v. Reno, 167 F.3d 1228, 23 1237 (9th Cir. 1999)). “The district court may dispense with the filing of a bond when it 24 concludes there is no realistic likelihood of harm to the defendant from enjoining his or her 25 conduct.” Id. 26 The Court finds that there is no realistic likelihood of harm to Mr. Sheu because a TRO 27 would simply enjoin him from disclosing or using information taken from Juries.AI.

See Comet, 1 Defendant from doing something Defendant never had a right to do in the first place.”). 2 Accordingly, the Court finds it appropriate to issue injunctive relief without requiring Juries.AI to 3 provide security. 4 D. Scope of Relief 5 1. Injunctive Relief 6 For the reasons discussed above, the Court is satisfied that Juries.AI is entitled to 7 prohibitory injunctive relief enjoining Mr. Sheu from using or disclosing Juries.AI’s trade secrets 8 or confidential information.

The Court is also satisfied Juries.AI is entitled to prohibitory 9 injunctive relief enjoining Mr. Sheu from destroying evidence. 10 Juries.AI also seeks mandatory injunctive relief compelling Mr. Sheu to return all Juries.AI 11 trade secrets, confidential information, property, and data. “In general, mandatory injunctions ‘are 12 not granted unless extreme or very serious damage will result and are not issued in doubtful cases 13 or where the injury complained of is capable of compensation in damages.’” Marlyn 14 Nutraceuticals, Inc. v. Mucos Pharma GmbH & Co., 571 F.3d 873, 878 (9th Cir.

2009) (quoting 15 Anderson v. United States, 612 F.2d 1112, 1114 (9th Cir. 1980)). Applying this standard, the 16 Ninth Circuit has explained that a plaintiff seeking a mandatory injunction must establish that “the 17 law and facts clearly favor her position, not simply that she is likely to succeed.” Garcia 18 v. Google, Inc., 786 F.3d 733, 740 (9th Cir. 2015).

The Court concludes that Juries.AI has cleared 19 that high threshold by alleging specific facts that, if true, clearly favor its position and establish 20 that it will suffer irreparable injury if Mr. Sheu is permitted to continue accessing and using its 21 property.

Accordingly, the more demanding standard for issuance of a mandatory injunction is 22 satisfied here. 23 The application for a TRO is GRANTED. 24 2. Expedited Discovery 25 “Courts may order expedited discovery on a showing of good cause.” WeRide, 26 379 F. Supp. 3d at 854. “Good cause may be found where the need for expedited discovery, in 27 consideration of the

administration of justice, outweighs the prejudice to the responding party.” 1 Because this TRO is issued ex parte, the Court must hold a hearing within fourteen days of 2 issuance.

See Fed. R. Civ. P. 65(b)(2). There is simply no time for completion of any discovery 3 before the hearing. 4 The request for expedited discovery will be considered at the December 4, 2025, hearing. 5 IV. ORDER 6 For the foregoing reasons, IT IS HEREBY ORDERED that Juries.AI’s ex parte application 7 is GRANTED-IN-PART as follows: 8 (1) Mr. Sheu is immediately restrained and enjoined, until December 9, 2025: 9 a. from obtaining, retaining, using, copying, disclosing, transmitting, 10 disseminating, or attempting to obtain, retain, use, disclose, transmit, or 11 disseminate, any trade secret and/or confidential information of Mr. Sheu or 12 obtained from Juries.AI’s computer systems; 13 b. from using any trade secret and/or confidential information of Juries.AI to 14 solicit business from any existing or prospective investors or customers of 15 Juries.AI; 16 c. from accessing, tampering with, purging, deleting, removing, concealing, 17 spoliating, secreting, altering, or destroying any documents or information in 18 any medium, whether in hard copy or contained in computing equipment, in 19 Mr. Sheu’s possession, custody, or control, in any form relating to this action.; 20 and 21 d. from violating provisions of the CIIAA Agreement; 22 (2) Mr. Sheu is ORDERED to return all of Juries.AI’s property and information within 23 48 hours of service of this Order, without first altering, destroying or otherwise 24 disposing of any such property and information; to transfer two-factor authentication to 25 Ms. Parikh, or otherwise disable two-factor authentication for log-in so that Ms. Parikh 26 may log-in to accounts without Mr. Sheu’s participation; and to execute any and all 27 documents re-establish Juries.AI’s control of its accounts.

1 Express delivery to him personally. 2 (4) Juries. SHALL file proof of service by November 26, 2025. 3 (5) IT IS FURTHER ORDERED THAT Mr. Sheu shall appear before Honorable Judge 4 Beth Labson Freeman, United States District Judge, in Courtroom 1 of the United 5 States District Court, Northern District of California, located at 280 South 1st Street 6 San Jose, CA 95113, on December 4, 2025, at 9:00 a.m. and show cause why a 7 preliminary injunction with the same restrictions as the granted temporary restraining 8 order should not issue during the pendency of this action.

Any response or opposition 9 to this Order to Show Cause shall be filed by December 2, 2025, at 12:00 p.m. 10 (6) Juries.AI’s request for expedited discovery will be considered at the December 4, 2025, 11 hearing. 12 (7) This TRO SHALL be in effect until December 9, 2025, at 5:00 p.m. unless modified by 5 13 the Court. 15 Dated: November 25, 2025 BETH LABSON FREEMAN 17 United States District Judge 18 19 20 21 22 23 24 25 26 27 28