

HARMEET K. DHILLON (SBN: 207873)

harmeet@dhillonsmith.com

NITTOJ P. SINGH (SBN: 265005)

nsingh@dhillonsmith.com

DHILLON & SMITH LLP

177 Post Street, Suite 700

San Francisco, California 94108

Telephone: (415) 433-1700

Facsimile: (415) 520-6593

Attorneys for Plaintiff MatchPoint Solutions

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

MATCHPOINT SOLUTIONS, a California corporation,

Plaintiff,

v.

INFORMATION MANAGEMENT CONSULTING, INC., a Texas corporation, and FRANCIS T. KHUONG, an individual,

Defendants.

Case Number: 12-CV-02472-SC

**STIPULATED FINAL JUDGMENT AND [PROPOSED] ORDER FOR PERMANENT INJUNCTION**

Plaintiff MatchPoint Solutions and defendants Information Management Consulting, Inc., and Francis T. Khuong (collectively, the “Parties”), by and through their respective counsel, hereby enter into this Stipulation to entry of injunctive relief as follows:

WHEREAS, on May 15, 2012, Plaintiff, MatchPoint Solutions (“MatchPoint”) filed a Complaint against Francis T. Khuong (“Khuong”), and Information Management Consulting, Inc. (“IMC”) (collectively, “Defendants”) for *inter alia* breach of contract, intentional interference with contracts and economic advantage, and *prima facie* tort;

WHEREAS, Defendants have been represented by the attorneys whose names appear hereafter; and

1 WHEREAS, the parties have agreed to entry of this Stipulated Final Judgment and  
2 Order for Permanent Injunction (“Order”) to resolve all matters in dispute in this Action without  
3 trial or adjudication of any issue of law or fact herein;

4 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as  
5 follows:

6 **FINDINGS**

7 1. This Court has jurisdiction over the subject matter of this case and over the  
8 Parties.

9 2. Venue in this District is proper under 28 U.S.C. § 1391(b)(2).

10 3. The Complaint states claims upon which relief may be granted against  
11 Defendants.

12 4. Defendants make no admissions to eh allegations in the Complaint, other than  
13 the jurisdictional facts.

14 5. Defendants waive all rights to seek appellate review or otherwise challenge or  
15 contest the validity of this Order.

16 6. This Action and the relief awarded herein are in addition to, and not in lieu of,  
17 any settlement the parties may have reached in this Action.

18 **[PROPOSED] ORDER**

19 **I. UNILATERAL STAY-AWAY ORDER BETWEEN MATCHPOINT AND**  
20 **KHUONG PARTIES**

21 **A. MatchPoint.** MatchPoint is a California corporation with its principal place of  
22 business at 6690 Amador Plaza Rd., Suite 225, Dublin, Alameda County,  
23 California. Other MatchPoint business locations include:

24 i. California: 4516 Montcurve Blvd., Fair Oaks, CA 95627;

25 ii. New Jersey: 40 Brunswick Ave., Suite 200, Edison, NJ 08817;

26 iii. Utah: 414369 Arcadia Rose Ln., Suite 100, Herriman, UT 94096;

1 iv. India: #8-2-293/82/A/796?B, Rd. No.: 36, Jubilee Hills, Hyderabad – 500  
2 033.

3 **B. Infinera.** Infinera Corporation (“Infinera”) is a Delaware corporation and a client  
4 of MatchPoint. Infinera is a company headquartered at 140 Caspian Ct.  
5 Sunnyvale, California 94089. Other Infinera business locations include:

- 6 i. Maryland: 9005 Junction Drive, Suite B, Annapolis Junction, MD 20701;  
7 ii. Pennsylvania: 7360 Windsor Drive, Allentown, PA 18106;  
8 iii. Canada: 555 Legget Drive, Suite 222, Ottawa, Ontario, Canada K2K  
9 2X3;  
10 iv. United Kingdom: 1 Ropemaker Street, London EC2Y 9HT, United  
11 Kingdom;  
12 v. Singapore: 8th floor, Samsung Hub, 3 Church Street, Singapore 049483;  
13 vi. China: Suite 0706, 7/F, Shouxiang Science Building, No. 51 Xueyuan  
14 Rd., Haidian District, Beijing 100191;  
15 vii. Hong Kong: 14/F, Suite 02, Cityplaza 3, Taikoo Shing;  
16 viii. Japan: Seika Building 9th Floor, 2-12-14 Kanda-Ogawa-machi, Chiyoda-  
17 ku, Tokyo, 101-0052 Japan;  
18 ix. India: Prestige Solitaire , 401, Level 3, 6, Brunton Road, Bangalore 560  
19 025.

20 **C. Places of Business Defined.** For the purposes of this Order, MatchPoint and  
21 Infinera have places of business, as designated above in Sections A and B.  
22 MatchPoint and Infinera may change the location of their places of business from  
23 time to time by the giving of written notice of the location and the effective date  
24 of the change by that party’s counsel to the Khuong Parties’ counsel. MatchPoint  
25 and Infinera’s places of business are protected areas pursuant to section I(G),  
26 below.

1           **D. Protected Parties.** MatchPoint and Infinera are the sole protected parties to this  
2           Order who are entitled to enforce its terms. Other persons who may receive  
3           protection under this Order by virtue of their association with a protected party  
4           are the directors, employees, officers, agents, and clients of the protected parties.  
5           Any other persons is not a third party beneficiary and is not entitled to enforce  
6           the terms of this Order.

7           **E. Term.** The relief provided by this permanent injunction shall last indefinitely.

8           **F. Prohibited communications.**

9                   i. In General. Khuong Parties may not communicate or attempt to  
10                  communicate directly or indirectly with MatchPoint or Infinera, or their  
11                  respective directors, agents, employees, managers, clients, and  
12                  independent contractors. For the purposes of this Order, the term,  
13                  “communicate” includes all forms of messaging or content, including  
14                  without limitation direct personal contact by talking or gesture, voice or  
15                  communications by telephone, including mobile or cell phones, and  
16                  internet telephony, written communications by mail, personal delivery, e-  
17                  mail, text message, or facsimile transmission, video or photographic  
18                  communications.

19                   ii. Persons Included. For purposes of this Order, the persons barred from  
20                  communications with MatchPoint or Infinera, or their respective  
21                  directors, agents, employees, managers, clients, and independent  
22                  contractors are the Khuong Parties and their spouses, domestic partners,  
23                  agents, managers, employees, independent, and advisors; provided  
24                  however, that the attorneys for the parties may communicate with one  
25                  another about matters concerning the parties.

26                   iii. Persons Excluded. The attorneys for the parties may communicate with

1 one another about matters concerning the parties, and any communication  
2 between parties shall be conducted exclusively through their respective  
3 legal counsel.

4 iv. Communications Excluded. The general prohibition against intra-party  
5 communication does not prohibit communications conducted through the  
6 parties' counsel and which concern this Order, the parties' settlement  
7 agreement, or its performance, are made in the course of litigation, are  
8 required by law, are privileged under the law, or are reasonably required  
9 by the terms of the confidential settlement agreement between the parties.  
10 The general prohibition against intra-party communication does not  
11 prohibit communications inadvertently made by MatchPoint or Infinera  
12 to Khuong Parties resulting from advertisements related to any consulting  
13 services the Khuong Parties may provide. Should MatchPoint or Infinera  
14 contact the Khuong Parties while in the process of searching for such  
15 consulting services, the Khuong Parties shall politely decline any such  
16 solicitation or not respond to the solicitation.

17 **G. Stay Away Orders.**

18 i. In Areas Other Than "Protected Areas" (defined below).

19 Outdoors. While outside protected areas (defined below) and in private or  
20 private exterior spaces (other than indoor spaces described in subsection 2.7), the  
21 Khuong Parties agree not to approach intentionally or stand within fifty (50)  
22 yards of the protected parties identified in Section 2.4 (the "Protected Parties") or  
23 members of any group accompanying that Protected Parties while in public. For  
24 the purposes of this paragraph, the term, "members of any group," shall be  
25 defined to include spouses, friends or companions, agents, employees, managers,  
26 and independent contractors of the Protected Parties who are located within a

1 two (2) yard radius of the Protected Parties.

2 Indoors. While inside any building or the exterior grounds of any  
3 building, other than the parties' place of business defined in Section 2.4, the  
4 Khuong Parties agree not to approach intentionally or stand within three (3)  
5 yards of the Protected Parties or members of any group accompanying the  
6 Protected Parties. For the purposes of this paragraph, the term, "members of any  
7 group," shall be defined to include spouses, friends or companions, agents,  
8 employees, managers, or independent contractors of the Protected Parties who  
9 are located within a two (2) yard radius of the Protected Parties.

10 ii. Within Protected Areas.

11 Establishment of "Protected Area." Within a radius of fifty (50) yards of  
12 Protected Parties' Places of Business, there shall be deemed to be a "protected  
13 area," for the benefit of the Protected Parties having their business within that  
14 area.

15 Operations Within the Protected Area. The Khuong Parties, or their  
16 spouses, agents, employees, managers, representatives, or independent  
17 contractors, shall enter the Protected Parties Places of Business or loiter within a  
18 protected area. For the purposes of this Order, the term, "loiter," shall be defined  
19 to occur where Khuong Parties, or their spouses, agents, employees, managers,  
20 representatives, or independent contractors, remain within a Protected Parties'  
21 protected area, undertrained or uninterrupted, without reasonable justification for  
22 doing so, for a period of more than three (3) minutes.

23 While within a protected area, the Khuong Parties agree not to approach  
24 intentionally or stand within eight (8) yards of the Protected Parties or members  
25 of any group accompanying the Protected Parties. For the purposes of this sub-  
26 section, the term, "members of any group," shall be defined to include those

1 spouses, friends or companions, agents, employees, managers, and independent  
2 contractors of the Protected Parties who are located within a two (2) yard radius  
3 of the Protected Parties. The Khuong Parties, or their spouses, agents,  
4 employees, managers, and independent contractors may walk, drive, or otherwise  
5 pass through the protected area of the other party.

6 **H. Other Prohibited Personal Conduct.** The Khuong Parties, or their spouses,  
7 agents, employees, managers, representatives, or independent contractors, may  
8 not (a) harass, attack, strike, threaten, assault, hit, follow, stalk, destroy personal  
9 property, or block the movements of the Protected Parties at any time, (b)  
10 conduct themselves, position themselves, or create any situation or circumstance  
11 which entraps the other party into violating this Order, or (c) engage in otherwise  
12 permitted conduct with the intent of annoying the Protected Parties or baiting  
13 them with the intent of inducing a violation of this Order.

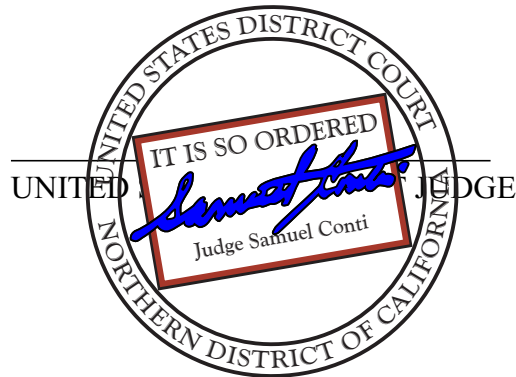
14 **II. RETENTION OF JURISDICTION**

15 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for  
16 purposes of construction, modification, and enforcement of this Order.

17 The parties hereby stipulate to the entry of the foregoing Order, which shall constitute a  
18 final Order in this Action.

19 **IT IS SO ORDERED:**

20  
21 Date: 1/3/13



**IT IS SO STIPULATED:**

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Dated: December 18, 2012

DHILLON & SMITH LLP

By           /s/ Nitoj P. Singh            
Harmeet K. Dhillon  
Nitoj P. Singh  
Attorneys for Plaintiff

Dated: December 18, 2012

THE LAW OFFICES OF THOMAS C. BARRON

By           /s/ Thomas C. Barron            
Thomas C. Barron  
Attorney for Defendants