1 2 3 4 5 6 7 8	DENISE M. MINGRONE (STATE BAR NO. 13 dmingrone@orrick.com SIDDHARTHA VENKATESAN (STATE BAR svenkatesan@orrick.com ELIZABETH C. McBRIDE (STATE BAR NO. 2 emcbride@orrick.com ORRICK, HERRINGTON & SUTCLIFFE LLP 1000 Marsh Road Menlo Park, California 94025 Telephone: +1-650-614-7400 Facsimile: +1-650-614-7401 Attorneys for Plaintiff SYNOPSYS, INC.	NO. 245008)	
9	UNITED STATES DISTRICT COURT		
10	NORTHERN DISTRICT OF CALIFORNIA		
11	SAN FRANCISCO DIVISION		
12			
13	SYNOPSYS, INC., a Delaware corporation,	Case No. CV12-05334 JST	
14	Plaintiff,	STIPULATION FOR PERMANENT	
15	v.	INJUNCTION AND ENTRY OF JUDGMENT AND [PROPOSED] JUDGMENT AND PERMANENT	
16	DEEPAK SABHARWAL, an individual,	INJUNCTION	
17	Defendant.		
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ORDICK HERRINGTON &			
ORRICK, HERRINGTON & SUTCLIFFE LLP ATTORNEYS AT LAW SILICON VALLEY		PERMANENT INJU CASE NO. CV12-05.	

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STIPULATION

Plaintiff Synopsys, Inc. ("Synopsys") and Defendant Deepak Sabharwal ("Sabharwal") have entered into a confidential settlement agreement in order to resolve this action. The settlement agreement requires, among other things, the entry of a permanent injunction. Synopsys and Sabharwal stipulate to the entry of a permanent injunction as follows:

Pursuant to California Civil Code § 3426.2(a) and (c), 17 U.S.C. §§ 502, et seq., and California Business and Professions Code §§ 17200 et seq., Sabharwal and any of his employees, employers, agents, representatives, and persons in active concert or participation with him, who have actual notice of this injunction, commencing on the date hereof are permanently restrained and enjoined from:

- 1. Failing to return to Synopsys any equipment or materials containing Synopsys confidential, proprietary, and/or trade secret information within 30 days. Sabharwal submits that he has returned any and all confidential and proprietary information belonging to Synopsys.
- 2. Possessing, using, disclosing, transferring, or copying to any person or entity including but not limited to ARM any Synopsys confidential, proprietary, and/or trade secret information. Sabharwal denies disclosing any Synopsys confidential information to any others at ARM.
- 3. Reproducing, preparing derivative works based on, or distributing copies of any Synopsys design sheets, manuals, or other documents that are copyrightable subject matter under 17 U.S.C. § 101, except matter properly in the public domain and authorized by Synopsys for such use.
- 4. Committing an unlawful, unfair, and fraudulent business acts by using Synopsys property for business purposes after his employment with Synopsys terminated.

Synopsys and Sabharwal stipulate that each side shall bear its own fees and costs and further stipulate and consent to the jurisdiction of this Court for the sole purpose of enforcing the injunction as by contempt proceedings.

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1		Respectfully submitted,	
2	Dated: March 18, 2013	ORRICK, HERRINGTON & SUTCLIFFE LLP	
3		/s/ Denise M. Mingrone	
4		Denise M. Mingrone Attorneys for Plaintiff SYNOPSYS, INC.	
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7	Dated: March 18, 2013	BURKE, WILLIAMS & SORENSONEN, LLP	
8		/s/ Douglas W. Dal Cielo	
9		Douglas W. Dal Cielo Attorneys for Defendant DEEPAK SABHARWAL	
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11	Filer Attestation		
12	Pursuant to Local Rule 5-1, I hereby attest under penalty of perjury that concurrence in the		
13	filing of the document has been obtained from its signatory.		
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16	Dated: March 18, 2013	ORRICK, HERRINGTON & SUTCLIFFE LLP	
17		/s/ Denise M. Mingrone	
18		Denise M. Mingrone	
19		Attorneys for Plaintiff SYNOPSYS, INC.	
20			
21	[PROPOSED] PERMANENT INJUNCTION		
22	The Court, having considered the Stipulation for Permanent Injunction of Plaintiff		
23	Synopsys, Inc. ("Synopsys") and Defendant Deepak Sabharwal ("Sabharwal"), hereby grants the		
24	Stipulation, and now therefore:		
25	IT IS HERBY ORDERED, ADJUDGE	ED AND DECREED that:	
26	Defendant Deepak Sabharwal ("Sabharwal") and any of his employees, employers,		
27	agents, representatives, and all those in active concert or participation with him are permanently		
28	restrained and enjoined from:		

1	1. Failing to return to Synopsys any equipment or materials containing Synopsys
2	confidential, proprietary, and/or trade secret information within 30 days.
3	2. Possessing, using, disclosing, transferring, or copying to any person or entity including
4	but not limited to ARM any Synopsys confidential, proprietary, and/or trade secret information.
5	3. Reproducing, preparing derivative works based on, or distributing copies of any
6	Synopsys design sheets, manuals, or other documents that are copyrightable subject matter under
7	17 U.S.C. § 101, except matter properly in the public domain and authorized by Synopsys for
8	such use.
9	4. Committing an unlawful, unfair, and fraudulent business acts by using Synopsys
10	property for business purposes after his employment with Synopsys terminated.
11	The Court shall retain jurisdiction solely to enforce the injunction as by contempt
12	proceedings.
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14	Dated: April 1, 2013
15	United States District Court Judge
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