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 KEUN TAEK PARK

15 **UNITED STATES DISTRICT COURT**
 16 **NORTHERN DISTRICT OF CALIFORNIA**
 17 **SAN FRANCISCO DIVISION**

18
 19 TOPPAN PHOTOMASKS, INC.,
 20 Plaintiff,
 21 vs.
 22 KEUN TAEK PARK, an individual,
 23 Defendant.

Case No. 3:13-cv-03323-MMC
**STIPULATED PERMANENT INJUNCTION
 AND ~~PROPOSED~~ ORDER**
 Complaint Filed: July 15, 2013
 Trial Date: April 20, 2015
 Judge: Hon. Maxine M. Chesney

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1 **STIPULATED PERMANENT INJUNCTION**

2 WHEREAS, on July 17, 2013, Plaintiff Toppan Photomasks, Inc. (“Plaintiff” or “TPI”)
3 filed the above-captioned action (the “Litigation”) against Defendant Keun Taek Park
4 (“Defendant” or “Mr. Park”) (collectively, the “Parties”)

5 WHEREAS TPI contends Mr. Park misappropriated trade secrets belonging to TPI, and
6 breached one or more contracts between him and TPI;

7 WHEREAS Mr. Park denies each of TPI’s allegations; and

8 WHEREAS, the Parties now wish to end the litigation, and have agreed as a basis for doing
9 so to stipulate and agree to the issuance of a permanent injunction, as set forth herein (and agree to
10 request that the Court so order);

11 NOW THEREFORE, the Parties stipulate and agree, and request the Court enter an order
12 (the “Order”), as follows:

13 1. The Parties agree that from the date the Court issues this order, continuing for a
14 period of ten (10) years thereafter, unless the Court otherwise orders, Defendant (and anyone acting
15 on his behalf who receives actual notice of this Stipulation and Proposed Order) is hereby
16 permanently restrained and enjoined from the following conduct:

17 a. Accessing TPI’s computer systems or networks;

18 b. Possessing, using, or disclosing any document or electronically stored
19 information (as defined by FRCP Rule 34(a)(1)(a)) that belongs to TPI and relates to TPI’s plasma
20 creation and dry etching processes, and that contains information that either:

21 1. TPI has designated as a trade secret in the Litigation; or

22 2. is otherwise a TPI trade secret.

23 Such a document or instance of electronically stored information shall be referred to here as a
24 “Confidential TPI Document;” or

25 3. Park otherwise has a duty to return to TPI.

26 c. ”Possessing” a Confidential TPI Document, as used in this Order, means
27 having possession, custody, or control of the Confidential TPI Document.

28 d. “Using” a Confidential TPI Document, as used in this Order, means to refer,

1 after the date of this Order, to any Confidential TPI Document for assistance with or use in any
2 dry-etch engineering process or project.

3 e. “Disclosing” a Confidential TPI Document, as used in this Order, means to
4 refer, after the date of this Order, to any Confidential TPI Document in order to communicate its
5 contents to any other person.

6 2. Within seventy-two (72) hours of any discovery of TPI Confidential Documents in
7 Defendant’s possession, custody, or control, Defendant shall return such materials to TPI through
8 TPI’s counsel of record along with a written declaration (1) identifying the Confidential TPI
9 Documents discovered, (2) describing their precise location (e.g., found at _____ (place) in a
10 computer file with the following path name: _____), and (3) affirming that Defendant has not
11 retained any copies, abstracts, compilations, summaries or any other format reproducing or
12 capturing any of the Confidential TPI Documents.

13 3. Any Confidential TPI Documents discovered and returned under Paragraph 2 shall
14 be treated as Highly Confidential – Attorneys’ Eyes Only as defined by the Stipulated Protective
15 Order (the “Order”) executed by the Parties in this litigation and shall be handled in a manner
16 consistent with the Order.

17 4. This order shall survive the dismissal of this action.

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DATED: December 2, 2014

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ Danielle Ochs
DANIELLE L. OCHS
BECKI D. GRAHAM
Attorneys for Plaintiff
TOPPAN PHOTOMASKS, INC.

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DATED: December 2, 2014

THE BUSINESS LITIGATION GROUP, P.C.

By: /s/ Will B. Fitton
MARC N. BERNSTEIN
WILL B. FITTON
Attorneys for Defendant
KEUN TAEK PARK

ATTESTATION OF CONCURRENCE IN FILING

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from Will B. Fitton.


Dated: December 2, 2014

/s/ Danielle Ochs
DANIELLE L. OCHS
BECKI D. GRAHAM
Attorneys for Plaintiff

[PROPOSED] ORDER

SO ORDERED.

Dated: December 3, 2014


MAXINE M. CHESNEY
UNITED STATES DISTRICT JUDGE

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