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 HALOGEN SOFTWARE, INC.

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19 OAKLAND DIVISION

21 SUCCESSFACTORS, INC., a Delaware  
 corporation,  
 22  
 Plaintiff,  
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 v.  
 24 HALOGEN SOFTWARE, INC., a Canadian  
 corporation, and DOES 1 through 5, inclusive.  
 25  
 Defendants.  
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Case No. CV10-05471 SBA (BZ)

**STIPULATED PERMANENT INJUNCTION  
 AND JUDGMENT**

Courtroom: 1, 4th Floor  
 Judge: Honorable Sandra Brown  
 Armstrong

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1 Pursuant to Fed. R. Civ. P. 41(a)(1)(ii), 41 (c), and 54, Plaintiff SuccessFactors, Inc.  
2 (“SuccessFactors”) and Defendant Halogen Software, Inc. (“Halogen”) by their undersigned  
3 counsel, hereby stipulate and consent to the following judgment (the “Stipulated Judgment”):

4 **A. Jurisdiction**

5 This Court has jurisdiction over the parties to this Stipulated Judgment and the subject  
6 matter of this action.

7 **B. Permanent Injunction**

8 The Court hereby permanently enjoins Defendant Halogen and its officers, agents, servants,  
9 employees, and all persons acting under, in concert with or for them, or anyone who receives actual  
10 notice of this injunction, whether or not in the United States from doing or attempting to do, the  
11 following:

12 a. Disclose, publish, reproduce, use or communicate for any purpose other than this  
13 case the **Procured Information**<sup>1</sup> and/or **Procured Files**,<sup>2</sup> in whole or in part, including but not  
14 limited to conducting such activities in connection with the planning, design, development,  
15 promotion, marketing, offer for sale, distribution, or support of human resource management  
16 products.

17 b. Disclose, publish, reproduce, use or communicate any nonpublic SuccessFactors  
18 information procured, directly or indirectly, by providing false or misleading identifying  
19 information, such as through use of an alias name or website, including but not limited to  
20 conducting such activities in connection with the planning, design, development, promotion,  
21 marketing, offer for sale, distribution, or support of human resources management products.

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24 <sup>1</sup> **Procured Information** is defined as information relating to SuccessFactors obtained or created  
25 by any person using The Magnus Group or any associated Magnus Group denominated website,  
26 including but not limited to the information described in the attached **Exhibit A**, which includes  
without limitation any part, compilation, summary, or reproduction thereof.

27 <sup>2</sup> **Procured Files** are defined as documents, including without limitation any part, compilation,  
28 summary, or reproduction thereof, obtained by any person using The Magnus Group or any  
associated Magnus Group denominated website, including but not limited to the documents  
described in the attached **Exhibit B**.

1 c. Interfere with or disrupt any prospective economic relations SuccessFactors has with  
2 any prospective customers through any use of the Procured Information, Procured Files, and/or The  
3 Magnus Group alias or website.

4 d. Provide false or fictitious identifying information to SuccessFactors in an effort to  
5 obtain SuccessFactors non-public information.

6 e. Attempt to, or engage in, contact with SuccessFactors, including but not limited to  
7 SuccessFactors' computers or Web meetings, by providing false, fictitious or fraudulent identifying  
8 information.

9 f. Affirmatively seek to obtain, directly or indirectly, confidential or proprietary  
10 information from SuccessFactors through any illegal, tortious, or fraudulent means.

11 g. Market, sell, or support any products and services that were planned, designed, or  
12 developed in whole or in part based on Halogen's use of the Procured Information or Procured  
13 Files.

14 Halogen agrees to cooperate and assist in any manner necessary to ensure that this  
15 Permanent Injunction is fully recognized and, if required, enforced by any court, tribunal,  
16 regulatory or administrative body having jurisdiction in Canada. Defendant shall deliver by mail  
17 or email a copy of this Permanent Injunction and Judgment to its officers, agents, servants,  
18 employees, successors and assigns within ten (10) days from the date of entry.

19 **C. Dismissal of Remaining Claims**

20 All remaining claims for relief in this action are hereby dismissed with prejudice, and with  
21 each party to bear its own fees and costs.

22 **D. Continuing Jurisdiction**

23 SuccessFactors and Halogen agree that the United States District Court for the Northern  
24 District of California shall expressly retain jurisdiction over them for the purposes of either  
25 enforcing this Injunction or with respect to any disputes regarding the parties' Settlement  
26 Agreement. SuccessFactors and Halogen further agree and consent to have any dispute regarding  
27 the interpretation, scope, or enforcement of the Injunction or any dispute regarding the parties'  
28 Settlement Agreement heard before Magistrate Judge Joseph C. Spero.




1 **ORDER**

2 **NOW, THEREFORE, PURSUANT TO STIPULATION, IT IS SO ORDERED,**  
3 **ADJUDGED AND DECREED THAT** a permanent injunction be entered in the form identified  
4 above against Defendant Halogen Software Inc. in favor of Plaintiff SuccessFactors, Inc. All  
5 remaining claims for relief in the above-captioned action are hereby dismissed with prejudice,  
6 with each party to bear its own fees and costs.

7 This Court shall retain personal and exclusive jurisdiction over SuccessFactors and  
8 Halogen for the purpose of enforcing any portion of the permanent injunction or interpreting the  
9 parties' Settlement Agreement. With respect to the permanent injunction, jurisdiction may be  
10 invoked by or against any party hereto by filing a limited request to re-open Case No. CV10-  
11 05471 SBA (BZ), which request shall specifically identify the provision of the permanent  
12 injunction in question. With respect to the parties' Settlement Agreement, either party may file a  
13 new action in this court with respect to any claim that there has been a breach of the Settlement  
14 Agreement or a declaration of rights regarding the same. As stipulated by the parties, any  
15 subsequent action regarding the interpretation, scope or enforcement of the Injunction or  
16 regarding the parties' Settlement Agreement may be heard by Magistrate Judge Joseph C. Spero.

17 **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal,  
18 regulatory or administrative body having jurisdiction in Canada, to give effect to this Permanent  
19 Injunction and Judgment, and to assist Halogen and SuccessFactors and their respective agents in  
20 carrying out its terms. All courts, tribunals, regulatory and administrative bodies are hereby  
21 respectfully requested to make such orders and to provide such assistance to Halogen and  
22 SuccessFactors as may be necessary or desirable to give effect to this Order, to grant  
23 representative status to their counsel, as officers of this Court, in any foreign proceeding, or to  
24 assist them and their respective agents in carrying out the terms of this Order.

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26 Dated: July 28, 2011

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28 SAUNDRA BROWN ARMSTRONG  
United States District Court Judge

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**EXHIBIT A**

**PROCURED INFORMATION**

1. Information relating to product features, limitations, interface, ease of use, and expediency, obtained during the August 19, 2010 SuccessFactors Web Meeting and live demonstration for the Magnus Group. In particular, the meeting covered details, explanations, and displays of SuccessFactors’ tools for the following:

- (a) Performance Management for appraising employees
- (b) Talent Management and Recruiting
- (c) Goal Management for aligning goals of individual employees to the overall organizational mission
- (d) 360-Degree Reviews
- (e) Compensation Management
- (f) Career and Development Planning Module
- (g) Calibration for ensuring consistent rating and compensation of employees
- (h) Stack Ranker for comparing employee competencies

2. Information relating to product features, limitations, interface, ease of use, and expediency, obtained during the August 27, 2010 SuccessFactors Web Meeting and live demonstration for the Magnus Group. In particular, the meeting covered details, explanations, and displays of SuccessFactors’ new CubeTree functionality, an online collaboration suite that enables employees to connect, communicate and collaborate efficiently and securely.

3. Information relating to product features, limitations, interface, ease of use, pricing, and expediency, obtained during the August 31, 2010 SuccessFactors Web Meeting for the Magnus Group. In particular, the meeting included detailed discussion of tools offered only by SuccessFactors.

4. Pricing information relating to SuccessFactors’ newly announced CubeTree collaboration system and related professional services.

5. Pricing information relating to SuccessFactors tools and professional services for Calibration, Succession Management, Compensation Management, 360 Degree Reviews, Career

1 and Development Planning, Recruiting Management, Spanish Language Pack, Stack Ranker,  
2 Goal Management, Employee Profile, and Performance Management, as well as related  
3 professional services.

4 6. Pricing and other information relating to SuccessFactors training, including  
5 information about training delivery methods, types of courses and targeted audiences,  
6 implementation systems, and average lengths of time to implement modules.

7 7. Information relating to SuccessFactors solutions provided by SuccessFactors  
8 employee Scott Larkins to the Magnus Group or Halogen, including but not limited to the  
9 following topics:

- 10 • Performance Manager and Total Goal Management Implementation  
11 Approach & Scope
- 12 • Career and Development Planning Implementation Approach & Scope
- 13 • 360/Multi-Rater Implementation Approach & Scope
- 14 • Succession Planning / Talent Management Implementation Approach &  
15 Scope
- 16 • SuccessFactors Language Pack language enablement and support
- 17 • SuccessFactors BizX Insights regarding SuccessFactors' Business  
18 Execution Software strategy

19 8. Information relating to SuccessFactors' sales or marketing strategies, including but  
20 not limited to information relating to sales demonstrations and the customization or pricing of  
21 products and services for customers.

22 9. Information relating to the design, user interface, integration, or usability of  
23 SuccessFactors solutions, including without limitation information relating to SuccessFactors'  
24 design, maintenance, customization, or delivery of its products and services.

25 10. Information relating to configuration or implementation of SuccessFactors  
26 solutions, including scopes of implementation project timelines, and roles and responsibilities of  
27 the implementation teams.

28 11. Information relating to SuccessFactors product roadmaps or planned features.

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**EXHIBIT B**

**PROCURED FILES**

1. Emails, inclusive of any attachments, from SuccessFactors to the Magnus Group, including but not limited to emails sent to “Anna Rodriguez” or any “@magnus-group.com” or “@halogensoftware.com” email address.

2. Meeting invitations, inclusive of any attachments, from SuccessFactors to the Magnus Group, including but not limited to meeting invitations sent to “Anna Rodriguez” or any “@magnus-group.com” or “@halogensoftware.com” email address.

3. Pricing proposals obtained by the Magnus Group or Halogen from SuccessFactors.

4. Recordings, notes, or other documents relating to SuccessFactors Web meetings or telephone meetings held for the Magnus Group, including but not limited to meetings on August 19, August 27, and August 31, 2010.

5. Presentations that the Magnus Group or Halogen obtained from SuccessFactors;

6. Documents entitled or described as:

- Performance Manager and Total Goal Management Implementation Approach & Scope
- Career and Development Planning Implementation Approach & Scope
- 360/Multi-Rater Implementation Approach & Scope
- Succession Planning / Talent Management Implementation Approach & Scope
- SuccessFactors Language Pack language enablement and support
- SuccessFactors BizX Insights regarding SuccessFactors’ Business Execution Software strategy

7. Documents relating to any Procured Information, including but not limited to any recorded notes, summaries, compilations, or analyses of any Procured Information.