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Northern District of California

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN JOSE DIVISION

SLASHSUPPORT, INC.,

Plaintiff,

v.

NATARAJAN CHOODAMANI,

Defendant.

Case No. 16-cv-01505-BLF

ORDER GRANTING STIPULATION, TERING PERMANENT INJUNCTION, AND FINAL **JUDGMENT**

[Re: ECF 34]

The parties to this trade secret and breach of contract action have stipulated to entry of final judgment and a permanent injunction. ECF 34. Accordingly, the Court GRANTS the stipulation and ENTERS the following permanent injunction:

Defendant Natarajan Choodamani and his agents, servants, employees, attorneys, and those in active concert or participation with them are restrained and enjoined from the following for a term of five years:

- a. using or disclosing to any other person, entity, or corporation, directly or indirectly, any confidential, proprietary, and/or trade secret information that belongs to CSS.
- b. destroying, deleting, or modifying any files and documents containing such information that are in their possession, custody, or control.
- c. destroying, deleting, or modifying any recording concerning how they acquired, used, or disclosed such information.

In addition, pursuant to the stipulation, Choodamani and his agents, servants, employees, attorneys, and those in active concert or participation will return to CSS, by delivering to its counsel Hanson Bridgett LLP, all copies of all files and documents, whether in electronic copy or hard copy forn1at, that contain confidential, proprietary, and/or trade secret information belonging

to CSS and in their possession, custody, or control. If Choodamani and his agents, servants, employees, attorneys, and those in active concert or participation with them assert that these files and documents are held on servers, computers, cloud storage, portable hard drives, or other electronic media (hereinafter collectively referred to as "CSS Electronic Media"), they shall make such CSS Electronic Media available to CSS so that CSS can retain a neutral forensic expert to copy and remove its files. Any files, documents, and CSS Electronic Media falling within these terms shall be turned over to Hanson Bridgett as soon as reasonably possible upon their discovery. If the disclosure of CSS Electronic Media is not made prior to Choodamani's execution of the Settlement Agreement, cost of removal by a neutral forensic expert shall be at Choodamani's expense. Those files, documents and electronic media should be returned to Kurt A. Franklin, Hanson Bridgett LLP, 425 Market Street, 26th Floor, San Francisco, CA 94105.

The terms of this Permanent Injunction will remain in effect for five (5) years from the date of its entry. Disobedience is punishable as civil contempt and a breach of the Settlement Agreement. The parties' stipulation shall not be construed as an admission of the allegations in the Complaint.

Pursuant to the stipulation, the Court retains jurisdiction for the purpose of enforcing the terms of the parties' Settlement Agreement, *see* ECF 34 at 7-13, and Stipulation, *id.* at 1-5.

The instant action is DISMISSED. Defendant shall pay his own attorneys' fees and costs for this suit, as well as \$5,000 to Plaintiff for its fees and costs. Judgment is hereby ENTERED, dismissing the case. The Clerk shall close the file.

IT IS SO ORDERED.

Dated: June 2, 2016

BETH LABSON FREEMAN United States District Judge

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