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 MICROCHIP TECHNOLOGY INC. and
 12 MICROSEMI CORP.

13
 14 UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
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16 MICROCHIP TECHNOLOGY INC. and
 MICROSEMI CORP.,

17 Plaintiffs,

18 v.

19 GTMI, INC., CANG NGUYEN, and JERRY
 20 CHANG,

21 Defendants.
 22
 23

Case No. 5:23-cv-6400-BLF

~~PROPOSED~~ ORDER RE
 SETTLEMENT AND DISMISSAL OF
 CASE WITH PREJUDICE

1 WHEREAS Plaintiffs Microchip Technology Inc. and Microsemi Corporation
2 (“Plaintiffs”) and Defendants GTMi, Cang Nguyen and Jerry Chang (“Defendants”) are parties
3 to a civil action entitled *Microchip Technology Inc. and Microsemi Corporation v. GTMi, Cang*
4 *Nguyen and Jerry Chang*, in the United States District Court for the Northern District of
5 California, Case No. 5:23-cv-6400-BLF (the “Litigation”);

6 WHEREAS Plaintiffs have filed a complaint against Defendants alleging conversion,
7 breach of contract, and unfair competition concerning various physical and intellectual
8 proprietary property owned by Plaintiffs including but not limited to custom capacitors and data
9 sheets. Defendants have not yet responded to these allegations; and

10 NOW THEREFORE, in consideration of the foregoing and in consideration of the
11 payments, promises, and mutual undertakings set forth herein and in the Parties’ Confidential
12 Settlement Agreement (“Agreement”) executed by Plaintiffs and Defendants and incorporated
13 herein by reference, the sufficiency of which is hereby acknowledged, the Court orders as
14 follows.

- 15 1. Defendants, their officers, agents, servants, employees, attorneys, affiliated
16 companies, assigns and successors in interest, and those persons in active concert or
17 participation with them are permanently enjoined from using or otherwise accessing
18 Plaintiffs’ proprietary or confidential information, intellectual property, or physical
19 property, including but not limited to: product designs, layouts, datasheets, test
20 procedures, or proprietary equipment or components including, but not limited to,
21 Plaintiffs’ custom capacitors.
- 22 2. This Court shall retain jurisdiction of this matter to enforce the terms of the
23 Agreement without the necessity of any party’s filing a separate lawsuit to do so. In
24 any contest over an alleged violation of this Agreement, the prevailing party shall
25 recover its reasonable attorneys’ fees and costs.
- 26 3. All claims filed herein are hereby dismissed with prejudice. Each party shall bear its
27 own fees and costs.

28 **IT IS SO ORDERED.**

Dated: March 27, 2024



HONORABLE BETH L FREEMAN
United States District Judge