## UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SYNTEL STERLING BEST SHORES MAURITIUS LIMITED, and SYNTEL, INC.,

Plaintiffs and Counterclaim-Defendants,

1:15-CV-00211 (LGS) (SDA)

Hon. Lorna G. Schofield

v.

THE TRIZETTO GROUP, INC. and COGNIZANT TECHNOLOGY SOLUTIONS CORP.,

Defendants and Counterclaim-Plaintiffs.

## FINAL JUDGMENT

A jury trial commenced in the above-captioned case on October 19, 2020, and on October

27, 2020, the jury reached and returned its unanimous verdict finding:

- Plaintiffs and Counterclaim-Defendants Syntel Sterling Best Shores Mauritius Limited and Syntel, Inc. (collectively, "Syntel") misappropriated one or more of TriZetto's trade secrets in violation of the Defend Trade Secrets Act ("DTSA"); Syntel misappropriated one or more of TriZetto's trade secrets in violation of New York law; and Syntel infringed one or more of TriZetto's copyrights.
- 2. TriZetto should be awarded \$284,855,192 for Syntel's misappropriation of TriZetto's trade secrets under the DTSA; \$142,427,596 for Syntel's misappropriation of TriZetto's trade secrets under New York law; \$59,100,000 for Syntel's infringement of TriZetto's copyrights; that the total amount of compensatory damages TriZetto is entitled to receive is \$284,855,192; and that TriZetto was entitled to punitive damages in the amount of \$569,710,384.
- 3. Syntel did not prove its affirmative defenses of laches, waiver, estoppel, or unclean hands.
- 4. TriZetto proved its defense of unclean hands.
- 5. TriZetto did not breach the Master Services Agreement; TriZetto and Cognizant did not misappropriate Syntel Mauritius's confidential information; TriZetto and Cognizant did not intentionally interfere with Syntel Inc.'s contractual relations

On April 20, 2021, the Court entered an Opinion and Order, denying Syntel's motion for

judgment as a matter of law under Rule 50(b), or in the alternative, a new trial or remittitur under Rule 59, except its request for a new trial or remittitur on punitive damages. Pursuant to the Court's Opinion and Order, TriZetto agreed to remittitur and accepted a reduced punitive damages award of \$284,855,192. The Court also granted TriZetto's motion for permanent injunction and postjudgment interest, and denied TriZetto's motion for pre-judgment interest. TriZetto's Rule 50(a) motion was denied as moot. Per the parties' agreement, any motion for attorney's fees will be filed and briefed following entry of a final judgment on appeal.

Pursuant to Rule 58 of the Federal Rules of Civil Procedure, and in accordance with the jury's unanimous verdict and the Court's ruling on post-trial motions, the Court hereby ORDERS and ENTERS JUDGMENT as follows:

- 1. Syntel engaged in trade secret misappropriation in violation of the DTSA.
- 2. Syntel engaged in trade secret misappropriation in violation of New York law.
- 3. Syntel engaged in copyright infringement.
- 4. TriZetto did not breach the Master Services Agreement.
- 5. TriZetto and Cognizant did not misappropriate Syntel Mauritius's confidential information.
- 6. TriZetto and Cognizant did not intentionally interfere with Syntel Inc.'s contractual relations.
- 7. TriZetto is awarded \$284,855,192 in compensatory damages and \$284,855,192 in punitive damages.
- 8. TriZetto is awarded post-judgment interest on the entire award of \$569,710,384 pursuant to 28 U.S.C. § 1961.
- 9. A permanent injunction shall be entered concurrently with this Judgment.

Dated: May 18, 2021 New York, New York

LORNA G. SCHOFIELD United States District Judge