

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA**

(1) ARRAY HOLDINGS, INC.,)
a Delaware Corporation,)
)
Plaintiff,)
)
v.) Case No. CIV-09-144-FHS
)
(1) TERRY YOUNG,) **JURY TRIAL DEMANDED**
an individual,)
)
Defendant.) (Docket No. 56)

PERMANENT INJUNCTION ON CONSENT

The parties to this action, having reached agreements and settlement of this dispute, agree and consent to the entry of this Permanent Injunction on Consent (the “Permanent Injunction”), based upon the following stipulated findings of fact and conclusions of law, which the Court hereby adopts:

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW UPON STIPULATION OF THE
PARTIES**

1. On April 15, 2009, Plaintiff, Array Holdings, Inc. (“Array”), commenced the above-captioned action by filing a Complaint against Defendant Terry Glenn Young (“Young”).

2. Array is a manufacturer and distributor of gate valves, actuators and other flow control products for oil and natural gas wellhead, manifold, fracture and distribution applications as well as ball valves for distribution, refining, petrochemical and mining applications, among other products.

3. On November 16, 2004, Array hired Young to serve as its engineering manager in Muskogee, Oklahoma. On November 17, 2005, Young and Array entered into a Proprietary Information and Inventions Assignment Agreement.

4. The Parties reached a settlement agreement in this matter in which:

a. Young agrees not to disclose Proprietary Information “(Array PI)” belonging to Array as defined in the PIIAA executed by the parties on November 17, 2005; however, Array acknowledges that PIIAA does not include information known to Young prior to his employment with Array or generally known in the industry.

b. “Array PI” means any and all confidential or proprietary information and materials, as well as trade secrets, belonging to Array, its affiliated or associated persons (including its partners, investors and their affiliated or associated persons), its customers, or other third parties who furnished such information, materials, and/or trade secrets to Array with expectations of confidentiality. Proprietary Information includes, without limitation: technical information; business information; customer information; supplier and vendor information; financial data; purchasing, pricing, bidding, selling, and marking data and methodologies; future plans of Array; personnel information; employee contact information; employee performance information; employee compensation data; and recruiting sources. Proprietary Information also includes any information or material that give Array or its affiliated or associated persons, its customers, or other third parties an advantage with respect to its competitors by virtue of not being known by those competitors, as well as any valuable, confidential information, and trade secrets of Array, its affiliated or associated persons, its customers, or other third parties.

c. “Array IP” means any and all inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Terry Young is the sole or joint author, creator, contributor, or inventor that Terry Young authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, during the term of Terry Young's employment with Array. Additionally, “Array IP” shall mean any and all inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas,

information, developments, improvements, and trade secrets of which Array has acquired the rights to at any time or that any Array employee has authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, at any time.

d. Young represents and warrants that he is not presently using Array IP or PI or any Array Property.

e. Young agrees that he shall permanently and forever refrain from using or disclosing Array IP or PI or any Array Property.

f. Young agrees that he shall permanently and forever refrain from using or disclosing the Model SSPD10 pneumatic diaphragm design (the “Array Design”).

5. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331, 1338 and 1332 because complete diversity exists between Array and Defendants and the amount in controversy exceeds \$75,000.

6. All parties irrevocably consent to personal jurisdiction in this Court.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

PERMANENT INJUNCTION AND ORDER

Based on the preceding Findings of Facts and Conclusions of Law, it is hereby
ORDERED, ADJUDGED and DECREED:

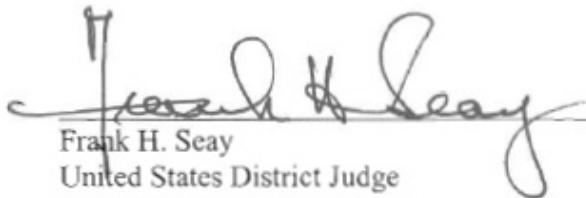
8. Terry G. Young and his agents, attorneys and all persons acting for, with, by, through or under authority from Terry G. Young, are hereby permanently restrained and enjoined from any and all use, of any kind, of the Array Design, Array IP, and Array PI, all as defined in the Findings of Facts and Conclusions of Law above.

9. Except as expressly set forth in this Permanent Injunction, all claims in this action are hereby dismissed without prejudice.

10. This Court shall retain jurisdiction over this matter to enforce a violation of this

Permanent Injunction's terms. Further, the Court shall retain jurisdiction over the Parties' Settlement Agreements to enforce a violation of the Agreements' terms. IT IS SO ORDERED.

Dated this the 17th day of February, 2010.



Frank H. Seay
United States District Judge
Eastern District of Oklahoma

APPROVED AS TO FORM AND SUBSTANCE:

Respectfully submitted,

s/Joshua W. Solberg

John A. Kenney, OBA #4976
Joshua W. Solberg, OBA#22308
McAFEE & TAFT
Tenth Floor, Two Leadership Square
211 North Robinson Ave.
Oklahoma City, Oklahoma 73102
Telephone: 405-235-9621
Facsimile: 405-235-0439
Email: john.kenney@mcafeetaft.com
joshua.solberg@mcafeetaft.com

Attorneys for Plaintiff ARRAY HOLDINGS, INC.

s/Mark A. Grober

(signed with permission of counsel)
Mark A. Grober, OBA # 3632
P.O. Box 2733
218 West Okmulgee
Muskogee, OK 74402-2733

Attorney for Defendant TERRY YOUNG