IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN

EPIC SYSTEMS CORPORATION,

Plaintiff,

v.

Case No. 12-cv-848

KS Information Technologies LLC,

Subhash Kanukunta,

K-Soft Information Technologies, Inc.,

K-Soft Infotech Corporation,

Ramesh Kumar Gangisetti,

Defendants.

DEFAULT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANT KS INFORMATION TECHNOLOGIES LLC

Upon consideration of the Motion for Default Judgment and for the reasons stated on the

record at the Default Hearing on December 18, 2013, it is hereby ordered that judgment is

entered in favor of Plaintiff Epic Systems Corporation ("Epic") and against Defendant KS

Information Technologies LLC as follows:

- 1. Defendant KS Information Technologies LLC is permanently enjoined as follows:
 - from any unauthorized access, misuse or misappropriation of Epic's information going forward. Defendant KS Information Technologies LLC is further enjoined from maintaining possession of any of Epic's materials it may now have and is ordered to return any of the same to Epic.
 - from any access to Epic's iSWTD environment, and KS Information Technologies LLC is further enjoined from interfering with Epic's contracts and agreements with others concerning the use of Epic's information and materials. Specifically,

Defendant KS Information Technologies LLC shall not assist, induce, encourage or otherwise participate in any other person's unauthorized access of Epic's iSWTD or any other of Epic's trade secret and confidential materials.

- from infringing of any of Epic's trademarks, including but not limited to the registered marks identified in the Complaint.
- from infringing any of Epic's copyrights, including Epic's registered and common law rights to Epic's documentation, training materials, software and other materials Epic has created concerning Epic's products.
- from developing, offering, facilitating, selling, promoting, marketing or otherwise being involved with any classes, training, materials, seminars, consulting or the like concerning Epic's software that is not specifically and expressly authorized by Epic. Defendant KS Information Technologies LLC is further enjoined from being involved with or employed by any individual, business or entity that develops, offers, facilitates, sells, promotes, markets or otherwise is involved with any classes, training, materials, seminars, consulting or the like concerning Epic's software that is not specifically and expressly authorized by Epic.
- 2. KS Information Technologies is ordered to pay damages to Plaintiff in the amount of

\$4,800 (\$2,400 in actual damages, doubled pursuant to Wis. Stat. § 134.90(4)(b) for willful trade

secret misappropriation). KS Information Technologies is further ordered to pay Plaintiff's

attorneys fees' of \$20,727, plus \$1,041.49 in expenses, pursuant to Wis. Stat. § 134.90(4)(b).

Accordingly, judgment is hereby entered in favor of Plaintiff Epic Systems Corporation in a total

amount of \$26,568.49.

So ordered this <u>3/5+</u> day of December, 2013.

H rable William M. Conl ted States District Court ludge

by /s/ A. Wiseman, Deputy Clerk Peter Oppeneer Clerk of Court

Entered this 31st day of December, 2013.