

**FAX**

**219th Judicial District Court**  
Collin County Courthouse  
210 S. McDonald Suite 414  
McKinney, Texas 75060

**Judge Curt B. Henderson**

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Number of pages, including this cover page: 3

Comments:

*199-596-97*

*DSC Communications*

*v.*

*Evan Brown*

*Memorandum*

***In the 219th Judicial District Court  
of the State of Texas  
Curt B. Henderson, Judge Presiding***

No. 199-00596-97

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**DSC Communications Corporation, n/k/a Alcatel USA, Inc.**

**vs.**

**Evan Brown**

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**MEMORANDUM**

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On October 10, 2001, Plaintiff filed their Motion for Summary Judgment On Its Breach Of Contract And Declaratory Judgment Claims. The Motion was argued on December 21, 2001. In the interest of justice, the Court withheld ruling on the motion and granted Defendant additional time to file additional responses to the summary judgment motion. The Court also issued certain discovery directives to Plaintiff related to Defendant's Motion to Compel and Motion for Continuance and Plaintiff has complied.

The Court has also sustained Plaintiff's objection to granting a hearing on Defendant's Motion for Summary Judgment, as a consequence of sanctions imposed earlier in this litigation.

Defendant filed his amended response on February 20, 2002. Each party has also filed additional replies and responses for the Court's consideration.

Plaintiff's Objections to Defendant's Evidence in Opposition to DSC's Motion for Summary Judgment, filed December 21, 2001, are sustained and Exhibits 4 and 5 are struck from the record.

Plaintiff's Motion for Summary Judgment is granted as follows:

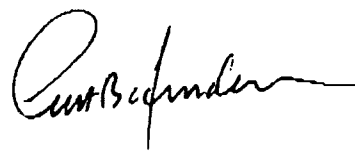
- 1) Plaintiff is entitled to summary judgment on its breach of contract claim, and
- 2) Plaintiff is entitled to a Declaratory Judgment as follows:
  - a) The Employment Agreement is a valid and enforceable contract,
  - b) Pursuant to the Employment Agreement, Plaintiff owns full legal right, title and interest to the Solution,
  - c) Brown is obligated by the Employment Agreement to fully disclose the Solution to Plaintiff,

- d) Brown cannot disclose, sell, assign, or transfer the Solution to anyone other than Plaintiff,
- e) Brown cannot negotiate the disclosure, sale, assignment, or transfer of the Solution to anyone other than the Plaintiff, and
- f) Brown cannot further develop or market the Solution to anyone other than the Plaintiff.

3) Plaintiff is entitled to attorney fees.

The Court extends the deadline for the filing and presentation of further dispositive motions to June 28, 2002, and the Court will designate and set aside some time for hearings on June 28, 2002. No other extensions to the October 10, 2001 Scheduling Order are affected by this extension.

Signed on Thursday, May 16, 2002.



**Curt B. Henderson**  
Judge Presiding