

CAUSE NO. 199.596-97

DSC COMMUNICATIONS CORPORATION

Plaintiff,

v.

EVAN BROWN,

Defendant.

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IN THE DISTRICT COURT OF

COLLIN COUNTY, TEXAS

____ JUDICIAL DISTRICT

original

TEMPORARY RESTRAINING ORDER

On the ²⁴~~22~~nd day of April, 1997, came on the Application of Plaintiff, DSC Communications Corporation ("DSC"), for injunctive relief and a temporary restraining order, and was heard by the Court pursuant to DSC's Petition and Application for Injunctive Relief ("Petition"), without notice to Defendant Evan Brown ("Brown"). Based on the specific facts set forth in the Petition, immediate, irreparable injury will result to DSC before notice can be served and a hearing had thereon unless Brown is immediately restrained as requested in the Petition.

In brief, DSC has ^{presented evidence} ~~demonstrated~~ that Brown violated his contractual obligations and duties by refusing to disclose in its entirety the technological process that Brown conceived during his employment by DSC and related to DSC's business, and by wrongfully asserting that he owned all legal rights to such process. More specifically, Defendant entered into a written contract with DSC

which provides as follows:

In consideration of my employment (or continued employment in the event I am already in the employ of the Company at the time of execution hereof) with DSC Communications Corporation or any subsidiary or affiliate thereof (the "Company")

(bc)

and of the salary or wages paid for my services in such employment, the Company and I agree as follows:

(A) I will communicate to an officer of the Company promptly and fully all inventions (including but not limited to all matters subject to patent, i.e., processes, machines, computer programs, etc.) made or conceived by me (whether made solely by me or jointly with others) from the time of entering the Company's employ until I leave (1) which are along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such inventions, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company. PC

(B) I will assist the Company and its nominees during an [sic] subsequent to such employment in every proper way (entirely at its or their expense) to obtain for its or their own benefit patents for such inventions in any and all countries (including the assignment of any inventions to the Company), said inventions to be and remain the sole and exclusive property of the Company or its nominees whether patented or not.

DSC has presented evidence that following the execution of this contract, and while Brown remained an employee of DSC, Brown "developed a method of converting machine executable binary code into a high level source code form using logic and data abstractions." (Hereinafter referred to as the "Solution"). The Solution relates to DSC's business and Brown has refused to disclose in its entirety and assign all rights in the Solution to DSC. ~~By refusing to do so, Brown has violated his contractual agreement with DSC.~~ Moreover, he has recently threatened to disclose, sell, assign or transfer the Solution to third parties outside the United States and to develop the Solution independent of DSC. PC


If Brown is permitted to continue in the aforementioned conduct, DSC will suffer immediate and irreparable injury. It is therefore

ORDERED, ADJUDGED, and DECREED that the Clerk of the Court issue a Temporary Restraining Order without notice to Brown; that Brown, his employees, agents, assignees or other

persons and/or entities acting in concert with him who receive actual or constructive notice of the Order be restrained and enjoined from:

- a. Disclosing, selling, assigning, or transferring the Solution to any person or entity other than DSC;
- b. Negotiating the disclosure, sale, assignment, or transfer of the Solution to any person or entity other than DSC;
- c. Disclosing or negotiating the disclosure of any information or details concerning the Solution to anyone other than DSC;
- d. Further developing, refining or implementing the Solution; and
- e. Destroying any material or records (including computer files or disks) that relate to or evidence the Solution or his effort to market the Solution.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Clerk of the Court issue a Temporary Restraining Order without notice to Brown; that Brown, his employees, agents, assignees or other persons and/or entities acting in concert with him who receive actual or constructive notice of the Order be and enjoined to:

- ~~a. Disclose the Solution, in its entirety, to DSC, and~~ 
- b. Preserve the Solution.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that this Temporary Restraining Order shall continue in effect until the conclusion of a hearing on the temporary injunction hereafter set, or until further order of this Court. It is further

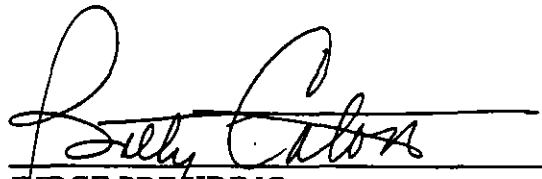
ORDERED, ADJUDGED, and DECREED that the application of DSC for a temporary injunction be heard before the _____ Judicial District Court of Dallas County, Texas on

May 2, 1996, at 9 o'clock A m. in the courtroom of the
199 Judicial District Court of Dallas County, Texas.

The Clerk of the Court shall forthwith on the filing by DSC on the bond hereafter required or cash in lieu thereof, and on approving same according to law, issue a Temporary Restraining Order in conformity with the laws and the terms of this Order.

The Order shall not be effective unless and until DSC executes and files with the Clerk a bond in conformity with the law, or a cash deposit in lieu thereof, in the amount of \$ 5000⁰⁰.

SIGNED this 24 day of April, 1997, at 4:55 o'clock P.m.



JUDGE PRESIDING
Judge 296 District Court
Sitting for 199 District Court