

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

199TH JUDICIAL DISTRICT

TEMPORARY INJUNCTION ORDER

On the April 30, 1997, Plaintiff DSC Communications Corporation's ("DSC") Application for Temporary Injunction came on regularly for hearing, due notice having been given to Defendant Evan Brown ("Brown). The parties appeared in person and by their attorneys. After considering the evidence received, the pleadings before the Court, and the arguments of counsel, the Court finds and concludes that Plaintiff DSC will probably prevail on the merits at the trial of this cause, and further that Plaintiff DSC will probably prevail at trial in establishing each and all of the following:

that Defendant Brown entered into an Employee Patent, Copyright and Proprietary Information Agreement with DSC (the "Employment Agreement"); that the Employment Agreement is a valid and enforceable contract between DSC and Brown; that Brown "developed a method of converting machine executable binary code into a high level source code form using logic and data abstractions" (the "Solution") during his employment by DSC; that the Solution is along the lines of DSC's business, work, and investigations, and that the Solution further resulted from or was suggested by Brown's work for DSC; that Brown has stated an intention to develop the Solution independent of DSC, including to develop it in foreign countries outside the protection of this and other courts in the United States; that if Brown carries out that intention, it will alter the status quo and make

ineffectual a judgment in favor of DSC in that DSC will suffer immediate harm and will be irreparably injured because it will not be able to protect its rights to the Solution; that unless Brown is enjoined from carrying out that intention, DSC will be without an adequate remedy at law; and that any delay to DSC's ability ^{to disclose the solution} to take action to protect its rights in the Solution, such as patent applications on the Solution, will irreparably harm DSC.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that Defendant Evan 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 hereby is, commanded forthwith to desist and refrain from the following until final judgment in this cause is entered by the Court:

- 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 Defendant Evan 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 hereby is, commanded forthwith to

- a. Preserve the Solution; and
- b. Disclose the Solution, in its entirety, to DSC in the manner set forth in the following paragraphs of this Order.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that DSC shall, by May 12, 1997, select a development team comprised of no more than ten (10) persons, whose members shall be selected by DSC in its sole discretion (the "DSC Development Team"). The members of the DSC Development Team shall be identified to the Court by May ¹³12, 1997, and they shall be bound by the Confidentiality provisions set forth in this Order.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Defendant Evan Brown shall begin making a full and complete disclosure of each aspect of the Solution to the DSC Development Team no later than May 14, 1997. This disclosure shall be made both orally and in writing, as necessary to ensure a full and complete disclosure of the Solution. This disclosure shall be made beginning at 9:00 a.m. and ending at 5:00 p.m. every business day beginning on May ¹⁵14, 1997 until the disclosure is complete. The DSC Development Team shall maintain accurate records of the Solution as Brown discloses it to them, and a log tracking such records, which records and log shall be made available to the Court upon request.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the DSC Development Team shall evaluate the Solution and have the option as it deems necessary to take any appropriate efforts to protect the Solution, including the filing of patent applications in the United States and in foreign countries, if appropriate. The DSC Development Team shall make no use of the Solution other than as set forth in the preceding sentence of this Order. The DSC Development Team shall maintain accurate records of its technical work concerning the Solution, which records shall be made available to the Court upon request.

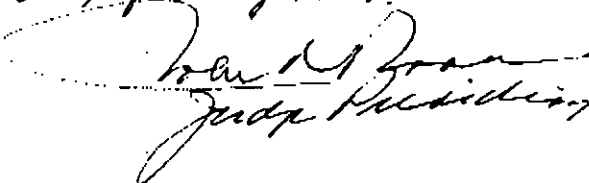
IT IS FURTHER ORDERED, ADJUDGED and DECREED that except as otherwise provided by the Court, the disclosure of the Solution by Brown, and any information or documents

generated by the DSC Development Team in connection with evaluating or protecting the Solution (collectively referred to as the "Confidential Material"), shall be treated in the manner set forth in this paragraph of the Order. No member of the DSC Development Team ^{shall} ~~may~~ discuss or show any Confidential Material to any person who is not a member of the DSC Development Team, ~~except that the DSC Development Team may report non-technical aspects of information related to the Solution or the DSC Development Team's efforts to DSC's management or to trial counsel in this case.~~ No person who is not a member of the DSC Development Team shall have access to any of the Confidential Material, ~~except as otherwise provided in the previous sentence.~~ The members of the DSC Development Team shall only make copies of the Confidential Material as are necessary to enable those team members to evaluate and protect the Solution as permitted by this Order, and all such notes and copies shall be preserved in a separate file maintained as confidential. The provisions of this paragraph do not preclude DSC from filing patent applications as otherwise provided in this Order.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that trial on the merits of this cause is ordered set for 8 day of Sept., 1997 @ 9 A.M.

The Clerk shall forthwith on the filing by DSC of the bond hereinafter required and on approving the same according to the law, issue a temporary injunction in conformity with the law and the terms of this order.

This Order shall not be effective unless and until DSC executes and files with the Clerk a bond, in conformity with the law, in the amount of five thousand dollars (\$5,000).

Signed this 13th day of May 1997.

 John D. Fran
 Judge Presiding

SIGNED this __ day of May, 1997.

Signed on pg. 4
JUDGE PRESIDING