

FILED FOR COURT USE ONLY

DEC 21 2016

CLEK OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA  
BY [Signature] DEPUTY

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Rachael E. Meny #1785514 B. Hur #224018 J. Huber #250143</b> <b>KEKER &amp; VAN NEST LLP</b> <b>633 Battery Street</b> <b>San Francisco, CA 94111</b> TELEPHONE NO.: (415) 391-5400 FAX NO. (Optional): (415) 397-7188 E-MAIL ADDRESS (Optional): Rmeny@kvn.com BHur@kvn.com JHuber@kvn.com ATTORNEY FOR (Name): Plaintiff Google Inc.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara County STREET ADDRESS: 191 N. First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:	
PLAINTIFF/PETITIONER: Google Inc DEFENDANT/RESPONDENT: Leonid Shamis	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)	
CASE NUMBER: 16-CV-304133	

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): December 20, 2016
2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 21, 2016

RACHAEL E. MENY

▶ Rachael E. Meny (Signature)

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: Google Inc.

DEFENDANT/RESPONDENT: Lecnid Shamis

FILED  
16-CV-00183

DEC 21 2016

PROOF OF SERVICE BY FIRST-CLASS MAIL

NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

ORDER OF THE COURT  
SUPERIOR COURT OF CA  
COUNTY OF SAN JOSE  
BY CLARA DEBONO DEPUTY

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):  
633 Battery Street  
San Francisco, CA 94111

2. I served a copy of the Notice of Entry of Judgment or Order by enclosing it in a sealed envelope with postage fully prepaid and (check one):  
a.  deposited the sealed envelope with the United States Postal Service.  
b.  placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Entry of Judgment or Order was mailed:  
a. on (date): December 21, 2016  
b. from (city and state): San Francisco, California

4. The envelope was addressed and mailed as follows:  
a. Name of person served: Guyton Jinkerson  
c. Name of person served:

Street address: 510 North Third Street  
City: San Jose  
State and zip code: California

Street address:  
City:  
State and zip code:

b. Name of person served:  
Street address:  
City:  
State and zip code:

d. Name of person served:  
Street address:  
City:  
State and zip code:

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached 18.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 21, 2016

PATTY LEMOS

(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)

1 KEKER & VAN NEST LLP  
RACHAEL E. MENY - #178514  
2 rmeny@kvn.com  
BENEDICT Y. HUR - #224018  
3 bhur@kvn.com  
JENNIFER A. HUBER - #250143  
4 jhuber@kvn.com  
633 Battery Street  
5 San Francisco, CA 94111-1809  
Telephone: 415 391 5400  
6 Facsimile: 415 397 7188

7 Attorneys for Plaintiff  
GOOGLE INC.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF SANTA CLARA

11 GOOGLE INC.,  
12 Plaintiff,

13 v.

14 LEO SHAMIS,  
15 Defendant.  
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Case No. 16-CV-304133

[PROPOSED] ORDER GRANTING  
PLAINTIFF GOOGLE INC.'S *EX PARTE*  
APPLICATION TO ENTER STIPULATED  
PRELIMINARY INJUNCTION

Date: December 20, 2016  
Judge: Hon. Theodore Zayner  
Dept: 06

(ENDORSED)  
**FILED**  
DEC 20 2016

DAVID H. YAMASAKI  
Chief Executive Officer/Clerk  
Superior Court of CA County of Santa Clara DEPUTY  
BY M. Dominguez

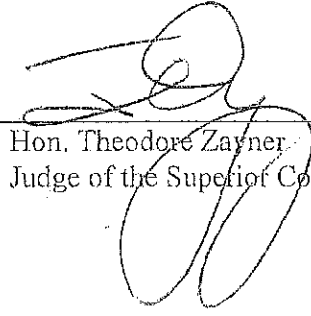
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On December 20, 2016, Plaintiff Google Inc. submitted an *ex parte* application for an order to enter the stipulated preliminary injunction attached hereto as Exhibit 1. After considering the papers submitted by counsel, the applicable law, the relevant pleadings and papers on file in this action, and good cause appearing, the Court hereby orders that Plaintiff's Ex Parte Application is GRANTED.

**IT IS SO ORDERED**

Dated: December 26, 2016

By: \_\_\_\_\_



Hon. Theodore Zayner  
Judge of the Superior Court

**EXHIBIT 1**

1 KEKER & VAN NEST LLP  
RACHAEL E. MENY - #178514  
2 rmeny@kvn.com  
BENEDICT Y. HUR - #224018  
3 bhur@kvn.com  
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Telephone: 415 391 5400  
6 Facsimile: 415 397 7188

7 Attorneys for Plaintiff  
GOOGLE INC.

8  
9 GUYTON JINKERSON - #45392  
510 North Third Street  
10 San Jose, CA 95112  
Telephone: 408 297 8555  
11 Facsimile: 408 297 3193

12 Attorney for Defendant  
LEONID SHAMIS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

GOOGLE INC.,

Plaintiff,

v.

LEONID SHAMIS,

Defendant.

Case No. 16-CV-304133

JOINT STIPULATION AND ~~PROPOSED~~  
ORDER GRANTING PRELIMINARY  
INJUNCTION

1 Plaintiff Google Inc. ("Google"), represented by Kecker & Van Nest LLP, and Defendant  
2 Leonid Shamis ("Shamis"), represented by Guyton Jinkerson, agree as follows:

- 3 • Google and Shamis are collectively the "Parties";
- 4 • Defendant Shamis accepts service of, and waives the need for Plaintiff Google to  
5 serve, Google's complaint against him, in the form of the complaint attached as  
6 Exhibit A;
- 7 • The Court has jurisdiction of the parties hereto and the subject matter hereof;
- 8 • But for this stipulation, Plaintiff Google would be filing and serving a Motion for  
9 Preliminary Injunction against Defendant Shamis in this action;
- 10 • Defendant Shamis represents and warrants that he is a proper party to Google's  
11 planned Motion for Preliminary Injunction against Defendant Shamis and this  
12 Stipulated Preliminary Injunction Order (hereinafter "Stipulated Preliminary  
13 Injunction Order");
- 14 • Defendant Shamis waives the need for Plaintiff Google to file or serve its planned  
15 Motion for Preliminary Injunction in this action;
- 16 • Defendant Shamis waives the need for, and the right to request, Plaintiff Google's  
17 payment of any bond, including an injunction bond, in this matter;
- 18 • Plaintiff Google and Defendant Shamis have met and conferred and reached  
19 agreement on the terms of this Stipulated Preliminary Injunction Order;
- 20 • Plaintiff Google and Defendant Shamis have agreed to enter into this Stipulated  
21 Preliminary Injunction Order in order to save the time, money and expense of  
22 litigating Google's planned Motion for Preliminary Injunction against Defendant  
23 Shamis;
- 24 • The parties expressly stipulate and agree that this Stipulated Preliminary  
25 Injunction Order is entered into for the purpose of resolving all disputed claims  
26 and issues in Google's planned Motion for Preliminary Injunction against  
27 Defendant Shamis and is equivalent in all respects to a Court order granting  
28 preliminary injunction that could have been issued after the filing of, and a hearing

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on, Google's planned Motion for Preliminary Injunction against Defendant Shamis;

- Defendant Shamis represents and warrants that his execution and delivery of this Stipulation for Entry of a Stipulated Preliminary Injunction Order and Stipulated Preliminary Injunction Order is a free and voluntary act and that this Stipulation and the Stipulated Preliminary Injunction Order are the result of good faith negotiations between the parties to resolve Google's planned Motion for Preliminary Injunction;
- Defendant Shamis represents and warrants that he has been provided full and complete legal advice and information about the execution of this Stipulation and the Stipulated Preliminary Injunction Order and waives the need for, and the right to request or receive, any additional information or advice regarding the entry of this Stipulation and the Stipulated Preliminary Injunction Order;
- The parties agree that this Stipulated Preliminary Injunction Order has been entered into in good faith and is in all respects just, reasonable, equitable and adequate and agree that the Court should enter a finding that this Stipulated Preliminary Injunction Order has been entered into in good faith and is in all respects just, reasonable, equitable and adequate;
- The parties agree that the entry of this Stipulated Preliminary Injunction Order is necessary to prevent irreparable harm to Google;
- The parties agree that this Stipulated Preliminary Injunction Order may be rendered and entered as set forth herein, without the filing of, taking of proof for, and without a hearing, trial or adjudication of any issue of fact or law related to Google's planned Motion for Preliminary Injunction against Defendant Shamis in this action;
- Defendant Shamis waives any right to appeal, to attempt to set aside or vacate or to otherwise attack, directly or collaterally, this Stipulation, the Stipulated



1 technical data, trade secrets or know-how, including but not limited to, research, product plans,  
2 information regarding products, services and customers, software, developments, inventions,  
3 source code, processes, formulas, technology, designs, drawings, engineering, hardware  
4 configuration information, marketing, finances or other business information. This definition  
5 explicitly includes all such information, as well as any documents or materials containing such  
6 information.

7 3. From this date forward and unless and until all such information is accounted for,  
8 and returned to, Google, Defendant Shamis shall preserve, and refrain from altering, copying,  
9 distributing, transferring, destroying or disposing of, any Google confidential or non-public  
10 information in his possession, custody or control, or in the possession, custody or control of any  
11 third party affiliated with, related to or controlled by, Defendant Shamis, including information he  
12 has downloaded or placed in any third party location;

13 4. Defendant Shamis is enjoined from maintaining, using, copying, transferring,  
14 disclosing or distributing any Google confidential or non-public information for any purpose,  
15 including, but not limited to: (a) from maintaining, using, copying, transferring, disclosing or  
16 distributing any Google-confidential or non-public information for any reason not approved by  
17 Google, in advance and in writing; (b) from maintaining, using, copying, transferring, disclosing  
18 or distributing any Google confidential or non-public information to any third party, including but  
19 not limited to Defendant Shamis' non-Google employer(s) and the employees, agents, or affiliates  
20 of such employer(s); and (c) from maintaining, using, copying, transferring, disclosing or  
21 distributing any Google confidential or non-public information that is located in any electronic or  
22 non-electronic storage location, or in any email accounts, cloud-based storage accounts and third  
23 party hosting sites set up by, or accessible to, Defendant Shamis, within his possession, custody  
24 or control or within the possession, custody or control of Defendant Shamis' related parties,  
25 agents or affiliates.

26 5. Defendant Shamis shall provide Google with a full and complete accounting of all  
27 Google confidential or non-public information that Defendant Shamis has possessed,  
28 downloaded, copied, used, or otherwise taken from Google at any time, including a list of all such

1 information, details regarding when and why all such information was downloaded, copied or  
2 otherwise taken, all past or current locations of such information and a full description of all  
3 information and knowledge that Defendant Shamis has regarding all actions that Defendant  
4 Shamis, or any third party, has taken with respect to such information since the date on which  
5 Defendant Shamis first possessed, downloaded, copied, used or otherwise took such information;

6 6. Defendant Shamis shall fully cooperate with Google in, and shall provide Google  
7 full and complete information upon request regarding, Google's efforts to determine and address  
8 any Google confidential or non-public information that Defendant Shamis has possessed,  
9 downloaded, copied, used or otherwise taken at any time;

10 7. Defendant Shamis shall return to Google, by delivering to its counsel Keker &  
11 Van Nest LLP, all copies of any Google confidential and non-public information in his  
12 possession, custody or control or in the possession, custody or control of any Shamis-affiliated  
13 third party or entity.

14 8. Defendant Shamis shall provide to Google's forensic expert for forensic imaging,  
15 at Google's expense and pursuant to instructions that the parties shall negotiate in good faith, all  
16 computers (desktops or laptops), electronic storage media (including but not limited to any  
17 personal digital assistant ("PDA")), tablet devices, cellular/mobile telephones or flash drives or  
18 other electronic or non-electronic storage locations that are in Defendant Shamis' possession,  
19 custody or control or in the possession, custody or control of any Shamis-affiliated third party or  
20 entity and on which Google confidential or non-public information is, or has ever been, stored,  
21 reviewed or used by Defendant Shamis. Defendant Shamis shall also work with Google and its  
22 forensic expert to ensure that all copies of Google non-public documents or information located  
23 on all such devices are permanently removed and a copy is preserved by Google until otherwise  
24 ordered by this Court.

25 9. Defendant Shamis shall provide to Google's forensic expert for forensic imaging,  
26 at Google's expense and pursuant to instructions that the parties shall negotiate in good faith, the  
27 information necessary for Google's forensic expert to fully access and review all email accounts,  
28 cloud-based storage accounts and third party hosting sites on which Google confidential or non-

1 public information has ever been stored, reviewed or used by Defendant Shamis. Defendant  
2 Shamis shall also work with Google and its forensic expert in good faith to ensure that all copies  
3 of Google confidential or non-public information located in all such locations are permanently  
4 removed and a copy is preserved by Google until otherwise ordered by this Court.

5 10. This Stipulated Preliminary Injunction shall take effect immediately upon entry.

6 11. The Clerk shall enter this Stipulated Preliminary Injunction Order forthwith.

7  
8 IT IS SO STIPULATED.

9  
10 Dated: 12/12, 2016

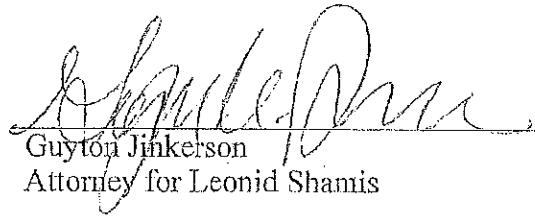


Leonid Shamis

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13 Dated: \_\_\_\_\_, 2016

Google Inc.

14  
15  
16 Dated: December 12, 2016



Guyton Jinkerson  
Attorney for Leonid Shamis

17  
18  
19 Dated: \_\_\_\_\_, 2016

Keker & Van Nest LLP  
Attorneys for Google Inc.

20  
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22  
23 IT IS SO ORDERED.

24 Dated: \_\_\_\_\_, 2016

25  
26 [See next page]

JUDGE OF THE SANTA CLARA  
COUNTY SUPERIOR COURT

1 public information has ever been stored, reviewed or used by Defendant Shamis. Defendant  
2 Shamis shall also work with Google and its forensic expert in good faith to ensure that all copies  
3 of Google confidential or non-public information located in all such locations are permanently  
4 removed and a copy is preserved by Google until otherwise ordered by this Court.

5 10. This Stipulated Preliminary Injunction shall take effect immediately upon entry.

6 11. The Clerk shall enter this Stipulated Preliminary Injunction Order forthwith.

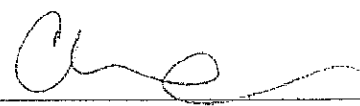
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IT IS SO STIPULATED.

Dated: \_\_\_\_\_, 2016

Leonid Shamis

Dated: Dec 13, 2016

  
Google Inc.  
Catherine Lucavers  
Director, Litigation

Dated: \_\_\_\_\_, 2016

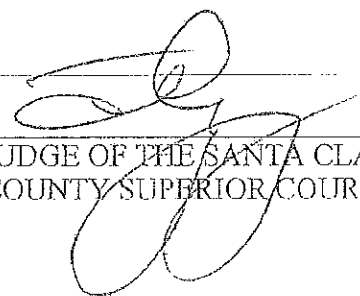
Guyton Jinkerson  
Attorney for Leonid Shamis

Dated: Dec 12, 2016

  
Keker & Van Nest LLP  
Attorneys for Google Inc.

IT IS SO ORDERED.

Dated: 12/20, 2016

  
JUDGE OF THE SANTA CLARA  
COUNTY SUPERIOR COURT

**EXHIBIT A**

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)                  Rachael E. Meny #178514 J. Huber - #250143 B. Hur - #224018                  Keker &amp; Van Nesi LLP                  633 Battery Street                  San Francisco, CA 94111                  TELEPHONE NO: (415) 391-5400 FAX NO. (Optional): (415) 397-7188                  E-MAIL ADDRESS (Optional): Rmeny@kvn.com; JHuber@kvn.com; bhur@kvn.com                  ATTORNEY FOR (Name): Plaintiff Google Inc.</p>	<p style="text-align: center; font-size: 24px; font-weight: bold;">ENDORSED</p> <p style="text-align: center; font-size: 20px;">2016 DEC 16 P 3:34</p> <p style="text-align: center;">SUPERIOR COURT OF CALIFORNIA                  COUNTY OF SANTA CLARA</p> <p style="text-align: center;">BY: _____</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara                  STREET ADDRESS: 191 North First St.                  MAILING ADDRESS:                  CITY AND ZIP CODE: San Jose, CA 95113                  BRANCH NAME:</p>	
<p>PLAINTIFF: Google Inc.                  DEFENDANT: Leonid Shamis  <input checked="" type="checkbox"/> DOES 1 TO 10</p>	
<p style="text-align: center;"><b>CONTRACT</b></p> <p><input checked="" type="checkbox"/> COMPLAINT      <input type="checkbox"/> AMENDED COMPLAINT (Number):  <input type="checkbox"/> CROSS-COMPLAINT      <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p>	
<p>Jurisdiction (check all that apply):  <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE                  Amount demanded <input type="checkbox"/> does not exceed \$10,000  <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000  <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint  <input type="checkbox"/> from limited to unlimited  <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER:                  1007804138</p>

1. Plaintiff\* (name or names): Google Inc.  
 alleges causes of action against defendant\* (name or names): Leonid Shamis and Does 1-10
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
  - except plaintiff (name): Google Inc.
    - (1)  a corporation qualified to do business in California
    - (2)  an unincorporated entity (describe):
    - (3)  other (specify):
  - b.  Plaintiff (name):
    - a.  has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
    - b.  has complied with all licensing requirements as a licensed (specify):
  - c.  Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
  - except defendant (name):
    - (1)  a business organization, form unknown
    - (2)  a corporation
    - (3)  an unincorporated entity (describe):
    - (4)  a public entity (describe):
    - (5)  other (specify):
  - except defendant (name):
    - (1)  a business organization, form unknown
    - (2)  a corporation
    - (3)  an unincorporated entity (describe):
    - (4)  a public entity (describe):
    - (5)  other (specify):

\* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE: Google v. Shamis	CASE NUMBER:
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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1)  Doe defendants (specify Doe numbers): \_\_\_\_\_ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2)  Doe defendants (specify Doe numbers): 1-10 are persons whose capacities are unknown to plaintiff.

c.  Information about additional defendants who are not natural persons is contained in Attachment 4c.

d.  Defendants who are joined under Code of Civil Procedure section 382 are (names):

5.  Plaintiff is required to comply with a claims statute, and

- a.  has complied with applicable claims statutes, or
- b.  is excused from complying because (specify):

6.  This action is subject to  Civil Code section 1812.10  Civil Code section 2984.4.

7. This court is the proper court because

- a.  a defendant entered into the contract here.
- b.  a defendant lived here when the contract was entered into.
- c.  a defendant lives here now.
- d.  the contract was to be performed here.
- e.  a defendant is a corporation or unincorporated association and its principal place of business is here.
- f.  real property that is the subject of this action is located here.
- g.  other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9.  Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

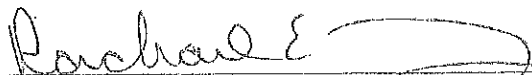
- a.  damages of: \$ to be determined
- b.  interest on the damages
  - (1)  according to proof
  - (2)  at the rate of (specify): \_\_\_\_\_ percent per year from (date):
- c.  attorney's fees
  - (1)  of: \$
  - (2)  according to proof.
- d.  other (specify): Injunctive relief, equitable relief, and all further relief as the Court deems just and proper.

11.  The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: December 16, 2016

RACHAEL E. MENY

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: Google v. Shamis	CASE NUMBER:
----------------------------------	--------------

1st CAUSE OF ACTION—Breach of Contract  
(number)

ATTACHMENT TO  Complaint  Cross - Complaint  
 (Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Google Inc.

alleges that on or about (date): February 24, 2011

a  written  oral  other (specify):

agreement was made between (name parties to agreement): Google Inc. and Leonid Shamis

- A copy of the agreement is attached as Exhibit A, or  
 The essential terms of the agreement  are stated in Attachment BC- 1  are as follows (specify):

BC-2. On or about (dates): November 2016

defendant breached the agreement by  the acts specified in Attachment BC-2  the following acts (specify):  
 Defendant Shamis breached several of his obligations in his February 24, 2011 agreement with Google, including but not limited to, by breaching his obligations regarding the possession and use of Google's confidential information. Google is informed and believes that Defendants Does 1 through 10 are each legally responsible in some manner for the breaches alleged in this Complaint and that each Defendant directly and proximately caused Google's damages and may have participated in, assisted, aided or abetted, Defendant Shamis' breaches of the 2011 Employment Agreement.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement  
 as stated in Attachment BC-4  as follows (specify): Damages regarding defendant's breach and other damages to be determined.

BC-5.  Plaintiff is entitled to attorney fees by an agreement or a statute  
 of \$



BC-6.   according to proof.  
Other: Google Inc. seeks injunctive and equitable relief including but not limited to a preliminary injunction and all other further relief as the Court deems just and proper.

Page 1 of 2

ATTACHMENT BC-1

1  
2 1. Defendant Shamis executed an At-Will Employment, Confidential Information,  
3 Invention Assignment and Arbitration Agreement ("Employment Agreement") with Google on or  
4 about February 24, 2011. Defendant Shamis had, and has, numerous obligations to Google under  
5 this agreement, including, but not limited to, the obligations detailed in paragraphs 2-7 below.

6 2. Under the Employment Agreement Defendant Shamis agreed "at all times during  
7 my employment with [Google] and thereafter, to hold in the strictest confidence, and not to use,  
8 except for the benefit of [Google], or to disclose to any person, firm or corporation without  
9 written authorization...any Company Confidential Information..."

10 3. Also under the Employment Agreement, Defendant Shamis agreed that Google's  
11 "Confidential Information" includes "any [Google] non-public information that relates to the  
12 actual or anticipated business or research and development of [Google], technical data, trade  
13 secrets or know-how, including but not limited to, research, product plans, or other information  
14 regarding [Google's] products or services...software, developments, inventions, processes,  
15 formulas, technology, designs, drawings, engineering, hardware configuration information,  
16 marketing, finances or other business information."

17 4. Under the Employment Agreement, Defendant Shamis agreed that while a Google  
18 employee, he would not engage in any "other employment" or activities that "conflict with [his]  
19 obligations to [Google]."

20 5. Under the Employment Agreement, Defendant Shamis agreed that Google has the  
21 "sole right and benefit" to all "inventions, original works of authorship, developments, concepts,  
22 improvements, designs, discoveries, ideas, trademarks or trade secrets" which Mr. Shamis solely  
23 or jointly helped create, conceive, develop or reduce to practice during his time at Google.

24 6. The Employment Agreement required Defendant Shamis, upon separation from  
25 his employment at Google, to "immediately deliver to Google .... any and all [Google] Property,  
26 including but not limited to Confidential Information." Defendant Shamis also agreed that he  
27 would not "keep in my possession, recreate or delivery to anyone else, any and all [Google]  
28 property..."

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7. The Employment Agreement also required Defendant Shamis to “adhere to the terms of the [Google] Code of Conduct...”

[end of Attachment BC-1]