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Attorneys for Defendant
TRUONG HOANG

7 Attorneys for Plaintiff
8 QUALCOMM TECHNOLOGIES, INC.

9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA
11 SAN DIEGO DIVISION

12 QUALCOMM TECHNOLOGIES, INC.,
13 Plaintiff,
14
15 v.
16 TRUONG HOANG,
17 Defendant.

Case No. 22-cv-00248-CAB-BLM

**JOINT MOTION TO DISMISS AND ENTER
STIPULATED PERMANENT INJUNCTION**

18 Plaintiff Qualcomm Technologies, Inc. and Defendant Truong Hoang (collectively, “the
19 Parties”) hereby jointly move the Court to dismiss this action with prejudice and enter the Stipulated
20 Permanent Injunction attached as **Exhibit 1**.

21 Each party will bear its own costs and fees. Notwithstanding the dismissal, and pursuant to
22 the terms of the Stipulated Permanent Injunction, the Parties request that the Court retain
23 jurisdiction over this matter for purposes of resolving any disputes that may arise in the future
24 regarding the Parties’ Settlement Agreement and/or the Stipulated Permanent Injunction, and for
25 the purposes of issuing such further orders and directives as may be necessary and appropriate for
26 the interpretation, modification, or enforcement of the Settlement Agreement and/or the Stipulated
27 Permanent Injunction.

1 Dated: July 22, 2022

COOLEY LLP

2 By: /s/ Michael A. Attanasio

3 Michael A. Attanasio

4 Attorneys for Plaintiff
5 QUALCOMM TECHNOLOGIES, INC.

6 Email: mattanasio@cooley.com

7 **SINGER CASHMAN LLP**

8 By: /s/ Benjamin Singer

9 Benjamin Singer

10 Attorneys for Defendant
11 TRUONG HOANG

12 Email: BSinger@singercashman.com

13
14 **SIGNATURE CERTIFICATION**

15 Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and
16 Procedures Manual, I hereby certify that the content of this document is acceptable to Benjamin
17 Singer, counsel for Defendant Truong Hoang, and that I have obtained Mr. Singer's authorization
18 to affix his electronic signature to this document.

19
20 /s/ Michael A. Attanasio

21 Michael A. Attanasio

EXHIBIT 1

STIPULATED PERMANENT INJUNCTION

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TRUONG HOANG

9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA
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13 QUALCOMM TECHNOLOGIES, INC.,

14 Plaintiff,

15 v.

16 TRUONG HOANG,

17 Defendant.

Case No. 22-cv-00248-CAB-BLM

**[PROPOSED] STIPULATED
PERMANENT INJUNCTION**

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1 This matter came before the Court on stipulation of the parties. This Court has reviewed this
2 matter, including Plaintiff’s Complaint. The parties stipulate to the following facts:

- 3 1. This Court has jurisdiction over this matter, and venue is proper in this District.
- 4 2. The Defendant, Truong Hoang (“Hoang”), was hired by Qualcomm Technologies,
5 Inc. and/or its affiliates (“Qualcomm”) in March 2021. During his employment with
6 Qualcomm, Hoang had access to Qualcomm’s trade secrets and confidential
7 information (collectively “Qualcomm Information”¹), and he was subject to an
8 Invention Disclosure, Confidentiality & Proprietary Rights Agreement
9 (“Confidentiality Agreement”). Hoang understood that he was required to keep all
10 Qualcomm Information confidential during and after his employment.
- 11 3. On or about January 16, 2022, Hoang transmitted files containing confidential and
12 proprietary information related to Qualcomm’s high-performance computer
13 processors to his personal cloud storage account. It is a violation of Qualcomm’s
14 confidentiality policies to upload Qualcomm Information to a personal cloud storage
15 account.
- 16 4. During an interview on January 20, 2022, Hoang admitted that while working for
17 Qualcomm he performed paid contract work for another technology company
18 without obtaining Qualcomm’s advance written approval. It is a violation of
19 Qualcomm’s conflicts of interest policies to accept concurrent work with another
20 company without Qualcomm’s advance written approval.

21
22 ¹ For purposes of this Order, “Qualcomm Information” means any secret or confidential
23 information, knowledge or data, whether trade secrets or not, from Qualcomm, including without
24 limitation secrets and confidential information, knowledge or data of third parties, including, but
25 not limited to, matters of a technical nature (such as, without limitation, any methods, know-how,
26 formulae, compositions, processes, discoveries, machines, models, devices, specifications,
27 inventions, computer programs and similar items or research projects), of a business nature (such
28 as, without limitation, any information about cost, profit, purchasing, market, marketing and
business plans, sales, forecasts, or customer and supplier lists), pertaining to future developments
(such as, without limitation, any research and development or future marketing or merchandising),
matters regarding Qualcomm personnel and any other nonpublic information that has commercial
value.

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5. The Parties have entered a separate Settlement Agreement and have consented to entry of this Stipulated Permanent Injunction.

6. The Parties submit to the jurisdiction of the Court for all purposes relating to the Complaint, including but not limited to entering this Stipulated Permanent Injunction, entertaining any proceeding to enforce the Settlement Agreement and/or this Stipulated Permanent Injunction, and/or entertaining any proceeding for contempt of this Stipulated Permanent Injunction.

7. Hoang has certified that, to the best of his knowledge, he neither possesses nor has access to Qualcomm Information. Qualcomm conducted a supplemental review of electronic devices presented by Hoang and did discover Qualcomm Information.

NOW THEREFORE, this matter having come before the Court and good cause appearing, it is hereby **ORDERED**:

a. Effective immediately, Hoang is enjoined from possessing, controlling, distributing, transferring, copying, sharing, or communicating any Qualcomm Information that he acquired as a result of his employment with, or assignment to, Qualcomm, whether as a contractor, Qualcomm employee, or otherwise.

b. Hoang shall immediately return to Qualcomm any Qualcomm Information, including copies and backups, if any, that he acquired as a result of his employment with, or assignment to, Qualcomm, whether as a contractor, Qualcomm employee or otherwise.

c. Notwithstanding the dismissal of this case, the Court shall retain jurisdiction of this action for purposes of resolving any disputes that may arise in the future regarding the Settlement Agreement and/or this Stipulated Permanent Injunction, and for the purposes of issuing such further orders and directives as may be necessary and appropriate for the interpretation, modification, or enforcement of the Settlement Agreement and/or this Stipulated Permanent Injunction.

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This Permanent Injunction resolves all claims between the parties and disposes of this matter in its entirety. The action is therefore **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

Dated:

Hon. Cathy Ann Bencivengo
United States District Judge

SO STIPULATED AND AGREED:

Dated: July 22, 2022

COOLEY LLP

By: /s/ Michael A. Attanasio
Michael A. Attanasio

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QUALCOMM TECHNOLOGIES, INC.

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SIGNATURE CERTIFICATION

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/s/ Michael A. Attanasio

Michael A. Attanasio