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11
12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 Apple Computer, Inc.,
16 Plaintiff,
17 v.
18 Doug Steigerwald, Vivek Sambhara,
19 David Schwartzstein, and DOES 1
20 through 25,
21 Defendants.

Case No. C-04-5383 PJH

**[PROPOSED] JUDGMENT AND
PERMANENT INJUNCTION AS TO
DEFENDANT SCHWARTZSTEIN
PURSUANT TO FEDERAL RULE OF
CIVIL PROCEDURE 54(b)**

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1 Pursuant to the Stipulation of plaintiff Apple Computer, Inc. ("Apple") and
2 defendant David Schwartzstein ("Schwartzstein"), and for good cause shown,

3 IT IS HEREBY ADJUDGED, ORDERED, AND DECREED that:

4 1. Pursuant to Federal Rule of Civil Procedure 54(b), which allows
5 entry of judgment as to fewer than all of the parties, the Court finds that there is no just
6 reason to delay entry of judgment as to defendant Schwartzstein;

7 2. Final judgment is hereby ordered entered against Schwartzstein and
8 in favor of Apple.

9 3. Schwartzstein is hereby permanently enjoined from possessing,
10 controlling, distributing, transferring, copying, sharing, or communicating any
11 information or property belonging to Apple, including, but not limited to information
12 relating to products that Apple has not announced to the public as of the date of this
13 Order;

14 4. Schwartzstein is hereby permanently enjoined from possessing,
15 controlling, distributing, transferring, copying, sharing, or communicating any
16 information or property that he acquired as a result of his contractual agreement with
17 Apple, or his participation in the Apple Developer Connection program, including, but not
18 limited to information relating to products that Apple has not announced to the public as
19 of the date of this Order;

20 5. Schwartzstein shall immediately return to Apple any Apple information
21 or materials received or taken from Apple (whether or not confidential), excluding any
22 Apple hardware or software that Schwartzstein purchased in a retail setting.

23 6. None of the obligations or restrictions in this order shall apply to any
24 Apple hardware or software purchased by Schwartzstein in a retail setting.

25 7. This Court shall retain jurisdiction of this action for purposes of
26 resolving any disputes that may arise in the future regarding the Settlement Agreement
27 and/or this Judgment, and for purposes of issuing such further orders and directives as
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1 may be necessary and appropriate for the interpretation, modification, or enforcement of
2 the Settlement Agreement and/or this Judgment.

3 IT IS SO ORDERED.

4 Dated: _____, 2005

The Honorable Phyllis J. Hamilton
United States District Court

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