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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)

SILVACO DATA SYSTEMS, INC.,

Plaintiff,

vs.

ALIAKSANDR VIACHESLAVOVICH
ANTONAU, AND DOES 1 - 100,
inclusive,

Defendants.

No.

COMPLAINT FOR:

1. FRAUD
2. NEGLIGENT MISREPRESENTATION
3. BREACH OF CONTRACT
4. CONSPIRACY
5. MISAPPROPRIATION OF TRADE
SECRETS
6. CONVERSION
7. INJUNCTION

Plaintiff SILVACO DATA SYSTEMS, INC. ("SILVACO") alleges as follows:

THE PARTIES

1. SILVACO is a corporation duly organized and existing under the laws of the State of California, with its principal place of business in Santa Clara, California.

2. SILVACO is informed and believes, and thereon alleges, that ALIAKSANDR VIACHESLAVOVICH ANTONAU ("ANTONAU") is an individual now residing in Santa Clara County, California.

3. SILVACO presently does not know the true names and capacities of the defendants sued herein as DOES 1 - 100, inclusive, and therefore sues those defendants by such fictitious names. SILVACO will amend this complaint to allege such defendants'

(ENDORSED)
FILED

2000 JUN 16 PM 3:56

STEPHEN V. LOVE, CEO
SUPERIOR COURT OF CA.
CO. OF SANTA CLARA

BY **R. NELSON** DEPUTY

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10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
11 (UNLIMITED JURISDICTION)

12 SILVACO DATA SYSTEMS, INC.,

13 Plaintiff,

14 vs.

15 NIKOLAY RUBANOV, AND DOES 1 -
16 100, inclusive,

17 Defendants.

No.

CV790514

COMPLAINT FOR:

1. FRAUD
2. NEGLIGENT MISREPRESENTATION
3. BREACH OF CONTRACT
4. CONSPIRACY
5. MISAPPROPRIATION OF TRADE SECRETS
6. CONVERSION
7. INJUNCTION

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19 Plaintiff SILVACO DATA SYSTEMS, INC. ("SILVACO") alleges as follows:

20 **THE PARTIES**

21 1. SILVACO is a corporation duly organized and existing under the laws of the
22 State of California, with its principal place of business in Santa Clara, California.

23 2. SILVACO is informed and believes, and thereon alleges, that NIKOLAY
24 RUBANOV (hereinafter, "RUBANOV") is an individual now residing in Santa Clara County,
25 California.

26 3. SILVACO presently does not know the true names and capacities of the
27 defendants sued herein as DOES 1 - 100, inclusive, and therefore sues those defendants
28 by such fictitious names. SILVACO will amend this complaint to allege such defendants'

1 true names and capacities when they are ascertained. SILVACO is informed and believes,
2 and thereon alleges, that each of the fictitiously designated defendants is responsible for
3 the acts and omissions alleged herein, and that Plaintiff's damages alleged herein were
4 proximately caused by such defendants' conduct.

5 FACTUAL BACKGROUND

6 4. SILVACO develops and markets sophisticated software for use in the technical
7 computer aided design of semiconductors. The tools are used by semiconductor designers
8 around the world to allow them to simulate the physical performance of their new designs.

9 5. In 1997 SILVACO was experiencing a strong demand for new generation
10 simulation packages as companies, particularly semiconductor manufacturers, automated
11 their design process in order to cut their development costs. These development costs
12 were a result in part of the efforts of the semiconductor manufacturers to transition from six
13 inch to eight inch wafers. This transition by semiconductor manufacturers increased their
14 cost of constructing the wafers dramatically, both in material cost and the time potentially
15 lost in production. Accordingly, the potential value from software tools that would assist the
16 manufacturing process rose also rose dramatically.

17 6. To meet the demand for new generation simulation packages, SILVACO began
18 a program of aggressively developing a broad spectrum of simulation packages for use by
19 the semiconductor manufacturers (the "Development Program"). To achieve success in
20 connection with the Development Program SILVACO knew that it had to locate, and began
21 extensive efforts to search for and retain, qualified individuals to assist in the engineering
22 effort required.

23 7. In or about September 1997 RUBANOV was a resident of Minsk, Belarus.
24 During a series of conversations during September 1997 with a representative of SILVACO,
25 RUBANOV was informed of SILVACO's Development Program. RUBANOV was advised
26 of the importance of the Development Project to SILVACO, and of its need for qualified
27 engineers to assist in the development efforts. In particular, RUBANOV was advised that
28 SILVACO was looking for an individual who would be able to work in the area of theoretical

1 and practical application of a body of highly specialized knowledge relating to the creation
2 of software for simulation of Ultra Large Scale Integration ("USLI") semiconductor devices,
3 developing and programming of advanced numerical methods and efficient algorithms for
4 device recognition and extraction of parameters of USLI components and integration of
5 developed products into CAD USLI software (the "software"). RUBANOV was informed of
6 the importance of the Development Project to the future economic success of SILVACO,
7 and of the importance of completing the Development Project in a timely and expeditious
8 fashion.

9 8. In response to the information he received from SILVACO, RUBANOV
10 represented that he was qualified to fill the position and, should SILVACO assist in the
11 process of obtaining an H-1B visa and qualify RUBANOV as a temporary professional
12 workers, RUBANOV would commit to work on the Development Project for at least three
13 years. RUBANOV further represented to SILVACO that there were no restrictions on his
14 ability to immigrate from Belarus. At the time that he made these representations,
15 RUBANOV was aware of the importance of the Development Project to SILVACO, and of
16 its need for qualified engineers to assist in the development efforts. RUBANOV also was
17 aware that SILVACO had the opportunity to achieve significant market penetration into the
18 market for the Software if it was able to achieve success in the Development Project, and
19 that such success was dependent in large part of the ability of SILVACO to hire qualified
20 engineers to work on the Development Project.

21 9. As a result of, and in reliance on, the representations by RUBANOV, on or about
22 October 21, 1997, SILVACO formally offered RUBANOV the position of Development
23 Engineer at SILVACO's Santa Clara County headquarters, with the position available as
24 soon as RUBANOV was able to obtain his H-1B visa. As a part of this offer, SILVACO
25 agreed to reimburse RUBANOV for relocation expenses from Belarus to the United States,
26 and to cover all attorney fees in obtaining a visa, with the provision that all expenses were
27 to be reimbursed if RUBANOV were to terminate his employment less than three years from
28 the date of being hired. As reflected in the letter dated October 21, 1997, a copy of which

1 is attached hereto as Exhibit "A" (the "Employment Agreement"), RUBANOV accepted the
2 terms of this offer.

3 10. On or about March 10, 1998, RUBANOV's petition for a nonimmigrant worker
4 finally was approved, and RUBANOV thus was allowed to work at SILVACO in its Santa
5 Clara facility on a H-1B visa sponsored by SILVACO that was initially valid from February
6 27, 1998 through January 10, 2001. RUBANOV did not actually begin work at SILVACO
7 until July 1, 1998.

8 11. RUBANOV began to work at SILVACO on the Development Project on or about
9 July 1, 1998, and continued in that position until approximately April 26, 2000. During that
10 time period he represented that he was very satisfied with the nature of his job, the
11 utilization of his skills and experience, the opportunities for advancement, his workload and
12 salary treatment. However, on or about April 26, 2000, RUBANOV advised SILVACO that
13 he was planning to resign from his position at SILVACO.

14 12. Between April 10, 2000 and May 5, 2000, four of Defendant RUBANOV's co-
15 workers who were also software development engineers from Belarus working on the same
16 development project tendered their resignations. On April 13, 2000, co-worker Andrei
17 Papou resigned from his position at SILVACO's Santa Clara County headquarters. On April
18 28, 2000, co-worker Aliaksandr Antonau announced his intention to resign and was
19 terminated from his position as Development Engineer at SILVACO's Santa Clara County
20 headquarters. Prior to resigning or being terminated, these co-workers had removed from
21 their offices a significant quantity of confidential and proprietary material related to the
22 project.