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(ENDORSED)
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SUPERIOR COURT OF CALIF.
CO. OF SANTA CLARA
LIZZY HERNANDEZ DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

11 SILVACO DATA SYSTEMS, INC.

12 Plaintiff,

13 vs.

14 ALIAKSANDR VIACHESLAVOVICH
15 ANTONAU, CIRCUIT SEMANTICS, INC.,
AND DOES 1 THROUGH 100, INCLUSIVE,

16 Defendants,

Case No. CV790196

FIRST AMENDED COMPLAINT:

1. Fraud.
2. Negligent Misrepresentation.
3. Breach of Contract – Employment Agreement.
4. Breach of Contract -- Proprietary Rights and Confidentiality Agreement.
5. Misappropriation of Trade Secrets.
6. Conversion.

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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 ALIAKSANDR
24 VIACHESLAVOVICH ANTONAU ("ANTONAU") is an individual now residing in Santa
25 Clara County, California. SILVACO is further informed and believes, and thereon alleges, that
26 CIRCUIT SEMANTICS, INC. ("CSI") is a company doing business in Santa Clara County,
27 California, relating to the development of Spice accurate characterization and static timing
28 solutions for complex, system on chip (SoC) integrated circuit (IC) designs - including cells,

1 blocks, cores, and memories.

2 3. SILVACO presently does not know the true names and capacities of the
3 defendants sued herein as DOES 1 - 100, inclusive, and therefore sues those defendants by such
4 fictitious names. SILVACO will amend this complaint to allege such defendants' true names and
5 capacities when they are ascertained. SILVACO is informed and believes, and thereon alleges,
6 that each of the fictitiously designated defendants is responsible for the acts and omissions
7 alleged herein, and that Plaintiff's damages alleged herein were proximately caused by such
8 defendants' conduct.

9 **FACTUAL BACKGROUND**

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

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

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

27 7. In or about September 1997 ANTONAU was a resident of Minsk, Belarus.
28 During a series of conversations during September 1997 with a representative of SILVACO,

1 ANTONAU was informed of SILVACO's Development Program. ANTONAU was advised of
2 the importance of the Development Project to SILVACO, and of its need for qualified engineers
3 to assist in the development efforts. In particular, ANTONAU was advised that SILVACO was
4 looking for an individual who would be able to work in the area of theoretical and practical
5 application of a body of highly specialized knowledge relating to the creation of software for
6 simulation of semiconductor devices, developing and programming of advanced numerical
7 methods and efficient algorithms for device recognition and extraction of parameters of
8 components and integration of developed products into software (the "software"). ANTONAU
9 was informed of the importance of the Development Project to the future economic success of
10 SILVACO, and of the importance of completing the Development Project in a timely and
11 expeditious fashion.

12 8. In response to the information he received from SILVACO, ANTONAU
13 represented that he was qualified to fill the position and, should SILVACO assist in the process
14 of obtaining an H-1B visa and qualify ANTONAU as a temporary professional workers,
15 ANTONAU would commit to work on the Development Project for at least three years. At the
16 time that he made these representations, ANTONAU was aware of the importance of the
17 Development Project to SILVACO, and of its need for qualified engineers to assist in the
18 development efforts. ANTONAU also was aware that SILVACO had the opportunity to achieve
19 significant market penetration into the market for the Software if it was able to achieve success
20 in the Development Project, and that such success was dependent in large part of the ability of
21 SILVACO to hire and retain qualified engineers to work on the Development Project.

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

1 form the date of being hired. These terms, agreed to by ANTONAU (the "Employment
2 Agreement"), were reflected in the letter dated October 21, 1997, a copy of which is attached
3 hereto as Exhibit "A."

4 10. On or about April 8, 1998, ANTONAU's petition for a nonimmigrant worker
5 finally was approved, and ANTONAU thus was allowed to work at SILVACO in its Santa Clara
6 facility on a H-1B visa sponsored by SILVACO that was initially valid from April 7, 1998
7 through January 30, 2001.

8 11. On or about January 5, 1999, ANTONAU executed a Proprietary Rights and
9 Confidentiality Agreement, a copy of which is attached hereto as Exhibit "B" and pursuant to
10 which ANTONAU agreed, inter alia, to refrain from using or disclosing and "Information" or
11 "Trade Secrets" (as defined therein) other than as specified therein.

12 12. ANTONAU began to work at SILVACO on the Development Project on or about
13 January 5, 1999 and continued in that position until approximately April 28, 2000. During that
14 time period he represented that he was very satisfied with the nature of his job, the utilization of
15 his skills and experience, the opportunities for advancement, his workload and salary treatment.
16 However, on or about April 28, 2000, ANTONAU advised SILVACO that he was quitting his
17 position at SILVACO and planning to leave for a competitor as soon as his H1B Visa transfer
18 was approved. ANTONAU has not reimbursed any of the monies spent by SILVACO in
19 connection with the relocation and visa expenses. SILVACO is informed and believes and,
20 based thereon alleges, that ANTONAU went to work for CSI shortly after separation from his
21 employment at SILVACO.
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