

1 his skills and experience, the opportunities for advancement, his workload and salary treatment.
2 However, on or about April 28, 2000, ANTONAU advised SILVACO that he was quitting his
3 position at SILVACO and planning to leave for a competitor as soon as his H1B Visa transfer
4 was approved. ANTONAU has not reimbursed any of the monies spent by SILVACO in
5 connection with the relocation and visa expenses. SILVACO is informed and believes and,
6 based thereon alleges, that ANTONAU went to work for CSI shortly after separation from his
7 employment at SILVACO.

8
9 **FACTUAL BACKGROUND RE: DEFENDANT RUBANOV**

10 13. In or about September 1997 RUBANOV was a resident of Minsk, Belarus.
11 During a series of conversations during September 1997 with a representative of SILVACO,
12 RUBANOV was informed of SILVACO's Development Program. RUBANOV was advised of
13 the importance of the Development Project to SILVACO, and of its need for qualified engineers
14 to assist in the development efforts. In particular, RUBANOV was advised that SILVACO was
15 looking for an individual who would be able to work in the area of theoretical and practical
16 application of a body of highly specialized knowledge relating to the creation of software for
17 simulation of semiconductor devices, developing and programming of advanced numerical
18 methods and efficient algorithms for device recognition and extraction of parameters of
19 components and integration of developed products into software (the "Software"). RUBANOV
20 was informed of the importance of the Development Project to the future economic success of
21 SILVACO, and of the importance of completing the Development Project in a timely and
22 expeditious fashion.

23 14. In response to the information he received from SILVACO, RUBANOV
24 represented that he was qualified to fill the position and, should SILVACO assist in the process
25 of obtaining an H-1B visa and qualify RUBANOV as a temporary professional worker,
26 RUBANOV would commit to work on the Development Project for at least three years. At the
27 time that he made these representations, RUBANOV was aware of the importance of the
28 Development Project to SILVACO, and of its need for qualified engineers to assist in the

1 development efforts. RUBANOV also was aware that SILVACO had the opportunity to achieve
2 significant market penetration into the market for the Software if it was able to achieve success
3 in the Development Project, and that such success was dependent in large part on the ability of
4 SILVACO to hire and retain qualified engineers to work on the Development Project.

5 15. As a result of, and in reliance on, the representations by RUBANOV, on or about
6 October 21, 1997, SILVACO formally offered RUBANOV the position of Senior Development
7 Engineer at SILVACO's Santa Clara County headquarters, with the position available upon
8 RUBANOV obtaining his H-1B visa. As a part of this offer, SILVACO agreed to pay for
9 RUBANOV's relocation expenses from Belarus to the United States, and to cover all attorney
10 fees in obtaining a visa, with the provision that all of these expenses were to be reimbursed to
11 SILVACO if RUBANOV were to terminate his employment less than three years from the date
12 of being hired. As reflected in the letter dated October 21, 1997, a copy of which is attached
13 hereto as Exhibit "C" (the "RUBANOV Employment Agreement"), RUBANOV accepted the
14 terms of this offer.

15 16. On or about March 10, 1998, RUBANOV'S petition for a nonimmigrant worker
16 finally was approved. RUBANOV thus was allowed to work at SILVACO in its Santa Clara
17 facility on an H-1B visa sponsored by SILVACO that was initially valid from February 27, 1998
18 through January 10, 2001. RUBANOV did not actually begin work at SILVACO until July 1,
19 1998.

20 17. On or about July 1, 1998, RUBANOV executed a Proprietary Rights and
21 Confidentiality Agreement, a copy of which is attached hereto as Exhibit "D" and pursuant to
22 which RUBANOV agreed, among other things, to refrain from using or disclosing and
23 "Information" or "Trade Secrets" (as defined therein) other than as specified therein.

24 18. RUBANOV began working at SILVACO on the Development Project on or about
25 July 1, 1998, and continued in that position until approximately April 26, 2000. During that time
26 period he represented that he was very satisfied with the nature of his job, the utilization of his
27 skills and experiences, the opportunities for advancement, his workload and salary treatment.
28 However, on or about April 26, 2000. RUBANOV advised SILVACO that he was planning to

1 resign from his position at SILVACO. RUBANOV has not reimbursed any of the monies spent
2 by SILVACO in connection with the relocation and visa expenses. SILVACO is informed and
3 believes and, based thereon alleges, that RUBANOV went to work for CSI shortly after
4 separation from his employment at SILVACO.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28