

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 11-60247-CIV-LENARD/TURNOFF

THE ULTIMATE SOFTWARE  
GROUP, INC.,  
a Florida corporation,

Plaintiff,

v.

BRYAN S. CAMP,  
an individual,

Defendant.

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**CONSENT PERMANENT INJUNCTION AGAINST DEFENDANT**

WHEREAS, Plaintiff The Ultimate Software Group, Inc. ("Plaintiff") has filed a Complaint and exhibits annexed thereto, charging Defendant Bryan S. Camp ("Defendant") (together with the Plaintiff, the "Parties") with breach of contract, misappropriation of trade secrets, and other claims, as more particularly described in the Complaint; and

WHEREAS, the Parties have stipulated to the entry of a Permanent Injunction in favor of Plaintiff and against Defendant; it is

ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction of the subject matter of this case and jurisdiction over Defendant.
2. Venue in this District is proper under 28 U.S.C. § 1391(a).

3. Defendant has stipulated to the entry of this Judgment freely and without coercion. Defendant has acknowledged that he has read the provisions of this Judgment and is prepared to abide by them.

4. Plaintiff and Defendant have agreed that the entry of this Judgment resolves all matters of dispute between them arising from the Complaint in this action, up to the date of entry of the Judgment.

5. Defendant has waived all rights to seek appellate review or otherwise challenge or contest the validity of this Consent Permanent Injunction. Defendant has further waived and released any claims he may have against the Plaintiff, its employees, representatives, or agents.

6. Entry of this Consent Permanent Injunction is in the public interest, and there being no just reason for delay, the Clerk is directed to enter judgment immediately.

7. Defendant, his agents, servants, employees, attorneys, future employers, and all persons in active concert and participation with them (collectively, the "Restrained Parties") are hereby restrained and enjoined as follows:

(a) For a period of eighteen months from the date of this Consent Permanent Injunction, the Restrained Parties shall not contact, solicit, or transact business with any of Plaintiff's customers that Defendant had any contact or communication with while employed by Plaintiff.

(b) For a period of eighteen months from the date of this Consent Permanent Injunction, the Restrained Parties shall not contact, solicit, or transact business with any of Plaintiff's customers identifiable or named in the document referred to in the Complaint as the "Watch List."<sup>1</sup>

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<sup>1</sup> "Watch List" refers to the spreadsheet, referenced in Paragraph 29 of the Complaint, which contains names and other information of certain of Plaintiff's clients that Plaintiff deemed vulnerable to switch to a competitor's

(c) The Restrained Parties shall be permanently restrained and enjoined from directly or indirectly disclosing to any other person any Document<sup>2</sup> that Defendant created, obtained and/or gained access to by virtue of his employment with Plaintiff, including, but not limited to, the eighteen spreadsheets downloaded by Defendant as alleged in the Complaint (collectively, the “USG Confidential Information”), regardless of whether the USG Confidential Information becomes public or is otherwise publicly disclosed by Plaintiff.

8. Defendant represents and warrants that he is not in the possession of any Documents containing USG Confidential Information, and that, as of the date of this Consent Permanent Injunction, all such Documents have either been destroyed or returned to Plaintiff.

9. Each party to this Consent Permanent Injunction hereby agrees to bear their own costs and attorneys’ fees incurred in connection with this action.

10. Within five (5) days of entry of this Consent Permanent Injunction, Plaintiff and Defendant will file a joint stipulation of dismissal of this lawsuit with prejudice.

11. This Court shall retain jurisdiction of this action for purposes of construction, modification and enforcement of this Consent Permanent Injunction.

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products or that had expressed satisfaction concerns with Plaintiff’s products.

<sup>2</sup> “Document” is synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a), and shall include any hard copy documents or electronically stored information – including writings, drawings, graphs, charts, photographs, sound recordings, images, e-mail, text messages, and other data and data compilations – stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form.

CONSENTED TO BY PLAINTIFF THE  
ULTIMATE SOFTWARE GROUP, INC.:

Dated: May 19, 2011

By: /s/ Gary C. Rosen  
Gary C. Rosen, Esq.  
Florida Bar No.: 310107  
Daniel DeSouza  
Florida Bar No.: 19291  
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*Attorneys for Plaintiff*

CONSENTED TO BY DEFENDANT  
BRYAN S. CAMP:

Dated: May 19, 2011

By: Scott E. Atwood  
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Florida Bar No.: 60331  
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*Attorneys for Defendant*

**DONE AND ORDERED** in Chambers at Miami, Florida, this 20 day of May,

2011. *at 4:20 P.M.*

Joan A. Levant  
U.S. District Court Judge