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Richard W. Wieking
Clerk, U.S. District Court
Northern District of California
San Jose

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff,	CV 13-02933 PSG Case No.:
v.	**STIPULATION**
INTUIT, INC., Defendant.	

It is stipulated by and between the undersigned parties, through their respective attorneys, that:

1. For the specific and limited purpose of this Final Judgment, Defendant waives any objections to venue or jurisdiction and waives service of summons on the Complaint.

2. By stipulating to this Final Judgment, the parties agree that Defendant is not waiving its ability to raise any and all challenges to venue and jurisdiction in the Northern District of California in any future litigation.

3. The parties stipulate that the Court may file and enter a Final Judgment in the form attached hereto as Exhibit A, upon the motion of any party or upon the Court's own motion, at any time, and without further notice to any party or other proceedings.

4. In the event the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

5. From the date of the signing of this Stipulation by the parties, Defendant shall abide by and comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court, pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment.

6. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

Dated: June 26, 2013

Respectfully submitted,

FOR PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA:

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FOR DEFENDANT INTUIT, INC.:

MARGARET A. WARD
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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, **v.** **INTUIT, INC.,** Defendant.	Case No.: **[PROPOSED] FINAL JUDGMENT**

WHEREAS, the People of the State of California filed its Complaint on June 26, 2013, alleging that Intuit, Inc. ("Intuit") participated in at least one agreement in violation of Section One of the Sherman Act, the Cartwright Act, and California's Unfair Competition Law; and the State of California and the Defendant, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law;

AND WHEREAS this Final Judgment does not constitute any admission by the Defendant that the law has been violated or of any issue of fact or law, other than that the jurisdictional facts as alleged in the Complaint are true;

AND WHEREAS, the Defendant agrees to be bound by the provisions of this Final Judgment pending its approval by this Court;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the Defendant, it is ORDERED, ADJUDGED, AND DECREED.

I. JURISDICTION

This Court has jurisdiction over the subject matter and both of the parties to this action. The Complaint states a claim upon which relief may be granted against Intuit under Section One of the Sherman Act, as amended, 15 U.S.C. § 1. This Court also has supplemental jurisdiction over

the Complaint's Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.*, and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, claims.

II. DEFINITIONS

As used in this Final Judgment:

A. "Intuit"or "Defendant" means Intuit, Inc., its (i) successors and assigns, (ii) controlled subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and (iii) their directors, officers, managers, agents acting within the scope of their agency, and employees.

B. "Agreement" means any contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

C. "No direct solicitation provision" means any agreement, or part of an agreement, among two or more persons that restrains any person from cold calling, soliciting, recruiting, or otherwise competing for employees of another person.

D. "Person" means any natural person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office, or other business or legal entity, whether private or governmental.

E. "Senior manager" means any company officer or employee above the level of vice president.

III. APPLICABILITY

This Final Judgment applies to Intuit, as defined in Section II, and to all other persons in active concert or participation with Intuit who receive actual notice of this Final Judgment by personal service or otherwise.

IV. PROHIBITED CONDUCT

Intuit is enjoined from attempting to enter into, entering into, maintaining or enforcing any agreement with any other person to in any way refrain from, requesting that any person in any way refrain from, or pressuring any person in any way to refrain from soliciting, cold calling, recruiting, or otherwise competing for employees of the other person.

V. CONDUCT NOT PROHIBITED

A. Nothing in Section IV shall prohibit Intuit from unilaterally attempting to enter into, entering into, maintaining, or enforcing a no direct solicitation provision that is otherwise not prohibited by federal and state statutory and case law.

B. Intuit shall not be required to modify or conform, but shall not enforce, any no direct solicitation provision to the extent it violates this Final Judgment if the no direct solicitation provision appears in Intuit's consulting or services agreements in effect as of the date of this Final Judgment (or in effect as of the time Intuit acquires a company that is a party to such an agreement).

VI. REQUIRED CONDUCT

A. Intuit shall:

1. furnish a copy of this Final Judgment within sixty days of entry of the Final Judgment to each of its officers, directors, human resources managers, and senior managers who supervise employee recruiting, solicitation, or hiring efforts;

2. furnish a copy of this Final Judgment to any person who succeeds to a position described in Section VI.A.1 within thirty days of that succession;

3. annually brief each person designated in Sections VI.A.1 and VI.A.2 on the meaning and requirements of this Final Judgment and the antitrust laws; and

4. obtain from each person designated in Sections VI.A.1 and VI.A.2, within 60 days of that person's receipt of the Final Judgment, a certification that he or she (i) has read and, to the best of his or her ability, understands and agrees to abide by the terms of this Final Judgment; (ii) is not aware of any violation of the Final Judgment that has not been reported to Intuit; and (iii) understands that any person's failure to comply with this Final Judgment may result in an enforcement action for civil or criminal contempt of court against Intuit and/or any person who violates this Final Judgment.

B. For five (5) years after March 18, 2011, the date of entry of the Final Judgment in *United States v. Adobe Systems, et al.*, Case 1:10-cv-01629 (D.C. Cir. Mar. 18, 2011), on or before its anniversary date, Intuit shall file with the State of California an annual statement

identifying and providing copies of any agreement and any modifications thereto covered by Section V.A.5. of the Final Judgment in *United States v. Adobe Systems, et al.* as well as describing any violation or potential violation of this Final Judgment known to any officer, director, human resources manager, or senior manager who supervises employee recruiting, solicitation, or hiring efforts. Descriptions of violations or potential violations of this Final Judgment shall include, to the extent practicable, a description of any communications constituting the violation or potential violation, including the date and place of thecommunication, the persons involved, and the subject matter of the communication.

C. If any officer, director, human resources manager, or senior manager who supervises employee recruiting, solicitation, or hiring efforts of Intuit learns of any violation or potential violation of any of the terms and conditions contained in this Final Judgment, Intuit shall promptly take appropriate action to terminate or modify the activity so as to comply with this Final Judgment and maintain all documents related to any violation or potential violation of this Final Judgment.

VII. COMPLIANCE OBLIGATION

A. For the purposes of determining or securing compliance with this Final Judgment, or of determining whether the Final Judgment should be modified or vacated, from time to time authorized representatives of the California Department of Justice, including consultants and other persons retained by the State of California, shall, upon the written request of an authorized representative of the Chief Assistant Attorney General in charge of the Public Rights Division, and on reasonable notice to Intuit, subject to any legally recognized privilege, be permitted:

1. access during Intuit's regular office hours to inspect and copy, or at the option of the State of California, to require Intuit to provide electronic or hard copies of, all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of the Defendant, relating to any matters contained in this Final Judgment, including, but not limited to, all documents identified, provided, maintained, or created pursuant to the Final Judgment in *United States v. Adobe Systems, et al.*, Case 1:10-cv-01629 (D.C. Cir. March 18, 2011); and

2. to interview, either informally or on the record, Intuit's officers, employees, or agents, who may have their counsel, including any individual counsel, present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by Intuit.

B. Upon the written request of an authorized representative of the Chief Assistant Attorney General in charge of the Public Rights Division, Intuit shall submit written reports or responses to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this section shall be divulged by the State of California to any person other than an authorized representative of the State of California, except in the course of legal proceedings to which the State of California is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by Intuit to the State of California, Intuit represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure or Section 2025.420(b)(13) of the California Code of Civil Procedure, and Intuit marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure or Section 2025.420(b)(13) of the California Code of Civil Procedure," then the State of California shall give Intuit ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

VIII. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

IX. EXPIRATION OF FINAL JUDGMENT

Unless this court grants an extension, this Final Judgment shall expire on March 18, 2016, five (5) years from the date of the entry of the Final Judgment in *United States v. Adobe Systems*, et al., Case 1:10-cv-01629 (D.C. Cir. March 18, 2011).

X. NOTICE

For purposes of this Final Judgment, any notice or other communication shall be given to the persons at the addresses set forth below (or such other addresses as they may specify in writing to Intuit):

Senior Assistant Attorney General
Antitrust Section, Public Rights Division
Office of the Attorney General of California
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102

XI. ATTORNEY'S FEES AND COSTS

A. Plaintiff is awarded its attorneys' fees and costs in the amount of $100,000. Intuit shall pay this sum to Plaintiff within thirty days of the date of entry of this Final Judgment.

B. If Plaintiff successfully brings an action to enforce the provisions of this Final Judgment, Intuit shall reimburse Plaintiff for all reasonable costs and attorneys' fees associated with bringing such enforcement action.

Date:_____

_____
United States District Judge