**Title:**   *International Business Machines Corporation, Plaintiff, v.Mark D. Papermaster, Defendant.*

**Facts:** IBM is one of the largest technology providers in the world. They compete with many companies in designing, developing, and manufacturing products such as, microprocessors, servers and many more. Apple Inc. is one of these competitors, with microprocessors being the biggest concern to IBM. Apple had bought out P.A. Semi, a microchip company, in 2008. Mr. Papermaster had been working for IBM for 26 years and had a very important role in the infrastructure surrounding IBM’s microprocessors. He helped in design and development, as well as serving as Vice President of the Microprocessors Technology Development. In 2007, Apple, after acquiring P.A. Semi, needed an executive in the consumer electronics field. Mr. Papermaster was candidate for the spot and Apple eventually interviewed him and decided against hiring him and stopped the search. A year later, Apple decided to look again for another candidate to fill the spot and went back to Mr. Papermaster. After the interview, Apple offered him the job and Mr. Papermaster accepted. Mr. Papermaster informed IBM and they tried to persuade him to remain with the company or one year’s salary to not work with Apple. Mr. Papermaster then turned in his resignation and his last day was October 24th. IBM then filed a complaint claiming breach of contract and misappropriation of trade secrets. Without IBM’ s knowledge, Mr. Papermaster started working with Apple on November 3rd. IBM then filed a restraining order, stopping Mr. Papermaster to stop work until a court decision was made on the complaint.

**I - Issue:** The issue here is that IBM wants to maintain their integrity and trade secrets. They are fearful of what could happen if Mr. Papermaster worked for another company that is a competitor. If Apple put him in a position of authority that related closely to products they also sold, they feared that trade secrets would be leaked. Mr. Papermaster had a lot of experience with IBM’ s designs and the development of microprocessors in his 26 years with the company.

**R - Rules:** Mr. Papermaster signed a noncompetition agreement. This is a contract containing agreements on not sharing company trade secrets and maintaining company privacy. "Engage or Associate with" is defined to mean, among other things, acting as an "associate, employee, member, ... or otherwise." (Compl. ¶ 21; Noncompetition Agreement§ 2(c).) "the Company would suffer irreparable harm if [he failed] to comply with [the noncompetition and the nonsolicitation covenants]" (Compl. ¶ 24; Noncompetition Agreement§ 3);

**A - Analysis of the Court:** The court ruled that IBM did show that irreparable harm could come from his work with Apple. The court ruled that the injunction was fair but both parties had to come to an agreement to protect the equities for both companies.

**C - Conclusion:** After later court dates and agreements, Mr. Papermaster was able to work for Apple under conditions. He had to make two scheduled court certifications, testifying that he will protect IBM trade secrets.