

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

SYSTEM ONE HOLDINGS, LLC,)	
)	
Plaintiff,)	Case No. 2:24-cv-0202-MRH
)	
v.)	
)	
ACARA SOLUTIONS, INC.,)	
)	
Defendant.)	

CONSENT ORDER AND JUDGMENT

This ___ day of _____, 2024, Plaintiff System One Holdings, LLC (“System One” or “Plaintiff”), and Defendant Acara Solutions, Inc. (“Acara” or “Defendant” and, together with Plaintiff, the “Parties”), hereby agree and consent to the entry of this Consent Order and Judgment.

In its Verified Complaint, System One has asserted that certain conduct of Acara constitutes a breach of various statutory and common law obligations that Acara owes to System One, specifically including violations of the Defend Trade Secrets Act, 18 U.S.C. § 1832, *et seq.*, the Pennsylvania Uniform Trade Secrets Act, 12 P.S. § 5301, *et seq.*, the common law.

Acara denies System One’s allegations and, without any admission of same or final determination by the Court, the Parties have hereby consented and agreed to this Consent Order and Judgment and the dismissal of the above-captioned action, as part of an amicable resolution involving also the discontinuance of certain other litigation brought against System One by Acara and the terms of a corresponding written settlement agreement, on the following terms and conditions.

Accordingly, it is hereby ORDERED as follows.

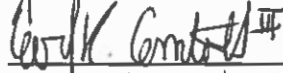
- a. Within twenty (20) calendar days of the date hereof, Acara shall return to System One any and all originals and copies, whether in hard copy or electronic form, of all information alleged by System One to be owned by it and confidential, namely, the following: System One documentation, contracts, pricing information, policies, employee lists, census information, cost or pay rate information, employee compensation or reimbursement information, human resources information, workflow processes, onboarding processes, subcontracts, independent contractor agreements, RFP responses, quarterly business reviews, PowerPoint presentations, business information, or other matter or material of or concerning System One or containing any trade secret, confidential, or proprietary information of System One (hereinafter collectively referred to as the "Subject Information") that may be in the possession of Acara or any of its parents or affiliates, if any. Alternatively, Acara may certify that, to the extent any such Subject Information was in the possession of Acara, it was permanently deleted or destroyed and no longer remains in Acara's possession as of the date of a written certification provided by Acara to System One attesting to same.
- b. Except as set forth in subparagraph (c), below, as of the date hereof and no earlier than October 1, 2024, Acara, and all persons acting in concert with it, shall not possess, use, disclose, exploit, convert, duplicate, distribute, or share any Subject Information in connection with any placement of employees with Alstom Transportation, Inc. and its affiliates ("Alstom"). Except as set forth in subparagraph (c), below, Acara, and all persons acting in concert with it, shall not possess, use, disclose, exploit, convert, duplicate, distribute, or share any Subject Information at any time, other than in connection with any placement of employees with Alstom made on or after October 1, 2024.
- c. As of the date hereof and until October 1, 2024, Acara, and all persons acting in concert with it, shall not employ, hire, or otherwise engage, directly or indirectly, any current or former System One employee placed with Alstom, including through the use of any Subject Information, in connection with any placement of employees with Alstom. Notwithstanding the foregoing, on or after August 15, 2024, Acara may cooperate with Alstom with respect to the onboarding of current or former System One employees placed with Alstom for the purpose of placing such current or former System One employees with Alstom as employees, agents or independent contractors of Acara and, in connection therewith, may contact the current or former System One employees using information provided by Alstom and/or System One that may be reasonably necessary for onboarding purposes, provided that no such current or former System One employees placed with Alstom may perform work through Acara for placement with Alstom or begin work with Alstom as employees, agents or independent contractors of Acara until on or after October 1, 2024. With respect to the onboarding of current or former System One employees

placed with Alstom, Acara, Alstom and System One will, prior to communicating with such employees regarding onboarding or otherwise obtaining information from such employees for the purpose of onboarding, cooperate with each other in good faith using best efforts to complete an efficient and seamless transition in a manner that minimizes disruption and confusion.

- d. The above-captioned action is hereby voluntarily dismissed, with prejudice, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), with each party bearing their own fees and costs, and the case marked closed; provided, however, that this Court shall retain sole and exclusive jurisdiction over this Consent Order to enforce the terms hereof.


Consented to and agreed as of July 7, 2024, as follows:

Acara Solutions, Inc.



By: Earl Cantwell
Its: Acting General Counsel
Date: 6/26/24

System One Holdings, LLC



By: Cami L. Davis
Its: General Counsel
Date: July 2, 2024

BY THE COURT:

J.