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7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 **CV 11 2509**  
SIDDHARTH HARIHARAN, individually  
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 ADOBE SYSTEMS INC., APPLE INC.,  
GOOGLE INC., INTEL CORP., INTUIT  
16 INC., LUCASFILM LTD., PIXAR, AND  
DOES 1-200,

17 Defendants.  
18

Case No.

[Removed from Alameda County Superior  
Court Action No. 11574066]

**DECLARATION OF CODY HARRIS IN  
SUPPORT OF NOTICE OF REMOVAL  
OF ACTION FROM STATE COURT  
PURSUANT TO 28 U.S.C. §§ 1331, 1332,  
1441, 1446 & 1453**

Date Comp. Filed: May 4, 2011

Trial Date:

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DECLARATION OF CODY HARRIS IN SUPPORT OF NOTICE OF REMOVAL OF ACTION FROM STATE  
COURT PURSUANT TO 28 U.S.C. §§ 1331, 1332, 1441, 1446 & 1453  
State Court Action No. 11574066.

1 I, CODY S. HARRIS, declare and say that:

2 1. I am an attorney licensed to practice law in the State of California and am an  
3 associate with the law firm of Keker & Van Nest LLP, located at 710 Sansome Street,  
4 San Francisco, California 94111, counsel for Plaintiff Lucasfilm Ltd. in the above-captioned  
5 action. I am duly admitted to practice law before this Court.

6 2. I have knowledge of the facts set forth herein, and if called to testify as a witness  
7 thereto, could do so competently under oath.

8 3. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's Complaint  
9 for Violations of (1) the Cartwright Act; (2) Business and Professions Code Section 16600; and  
10 (3) The Unfair Competition Law, filed May 4, 2011.

11 4. Attached hereto as **Exhibit B** is a true and correct copy of the Summons of Adobe  
12 Systems, Inc., Apple, Inc., Google Inc., Intel, Corp., Intuit Inc., Lucasfilm Ltd., Pixar, and Does  
13 1-00, filed May 4, 2011.

14 5. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover  
15 Sheet, filed May 4, 2011.

16 6. Attached hereto as **Exhibit D** is a true and correct copy of the Notice of Hearing,  
17 filed May 5, 2011.

18 7. Attached hereto as **Exhibit E** is a true and correct copy of the Proof of Service on  
19 Adobe Systems, Inc., filed May 10, 2011.

20 8. Attached hereto as **Exhibit F** is a true and correct copy of the Proof of Service on  
21 Apple, Inc., filed May 10, 2011.

22 9. Attached hereto as **Exhibit G** is a true and correct copy of the Proof of Service on  
23 Google, Inc., filed May 10, 2011.

24 10. Attached hereto as **Exhibit H** is a true and correct copy of the Proof of Service on  
25 Intel Corp., filed May 10, 2011.

26 11. Attached hereto as **Exhibit I** is a true and correct copy of the Proof of Service on  
27 Intuit, Inc., filed May 10, 2011.

28 12. Attached hereto as **Exhibit J** is a true and correct copy of the Proof of Service on

1 Lucasfilm Ltd., filed May 10, 2011.

2 13. Attached hereto as **Exhibit K** is a true and correct copy of the Proof of Service on  
3 Pixar, filed May 10, 2011.

4 14. Attached hereto as **Exhibit L** is a true and correct copy of a map of the Presidio,  
5 San Francisco, published by the National Park Service, U.S. Department of the Interior, available  
6 at <http://www.nps.gov/prsf/planyourvisit/maps.htm>.

7 15. Attached hereto as **Exhibit M** is a true and correct copy of a Survey of Current  
8 Business, published by the U.S. Bureau of Economic Analysis, available at  
9 <http://www.census.gov/compendia/statab/2011/tables/11s0677.pdf>.

10 I declare under penalty of perjury under the laws of the United States that the foregoing is  
11 true and correct and that this declaration was executed in San Francisco, California, on May 23,  
12 2011.

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15 CODY S. HARRIS  
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# **EXHIBIT A**



FILED  
ALAMEDA COUNTY

MAY - 4 2011

Clerk of the Superior Court  
By *Bruce Baker* Deputy

1 Joseph R. Saveri (State Bar No. 130064)  
2 Eric B. Fastiff (State Bar No. 182260)  
3 Brendan P. Glackin (State Bar No. 199643)  
4 Dean M. Harvey (State Bar No. 250298)  
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12 Attorneys for Individual and Representative Plaintiff  
13 Siddharth Hariharan

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF ALAMEDA

16 SIDDHARTH HARIHARAN, individually  
17 and on behalf of all others similarly  
18 situated,

19 Plaintiff

20 v.

21 ADOBE SYSTEMS INC., APPLE INC.,  
22 GOOGLE INC., INTEL CORP., INTUIT  
23 INC., LUCASFILM LTD., PIXAR, AND  
24 DOES 1-200,

25 Defendants.

Case No. *10* 11574066

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF:  
(1) THE CARTWRIGHT ACT (BUSINESS  
AND PROFESSIONS CODE  
SECTIONS 16720, *ET SEQ.*);  
(2) BUSINESS AND PROFESSIONS CODE  
SECTION 16600; AND  
(3) THE UNFAIR COMPETITION LAW  
(BUSINESS AND PROFESSIONS CODE  
SECTIONS 17200, *ET SEQ.*)

DEMAND FOR JURY TRIAL

AMOUNT DEMANDED EXCEEDS \$25,000

26 Plaintiff Siddharth Hariharan, individually and on behalf of all others similarly  
27 situated ("Plaintiff"), complains against defendants Adobe Systems Inc., Apple Inc., Google Inc.,  
28 Intel Corp., Intuit Inc., Lucasfilm Ltd., Pixar, and DOES 1-200 (collectively, "Defendants"), upon  
knowledge as to himself and his own acts, and upon information and belief as to all other matters,

1 alleges as follows:

2 **I. SUMMARY OF THE ACTION**

3 1. This class action challenges a conspiracy among Defendants to fix and  
4 suppress the compensation of their employees. Without the knowledge or consent of their  
5 employees, Defendants' senior executives entered into an interconnected web of express  
6 agreements to eliminate competition among them for skilled labor. This conspiracy included: (1)  
7 agreements not to actively recruit each other's employees; (2) agreements to provide notification  
8 when making an offer to another's employee (without the knowledge or consent of that  
9 employee); and (3) agreements that, when offering a position to another company's employee,  
10 neither company would counteroffer above the initial offer.

11 2. The intended and actual effect of these agreements was to fix and suppress  
12 employee compensation, and to impose unlawful restrictions on employee mobility. Defendants'  
13 conspiracy and agreements restrained trade and are per se unlawful under California law.  
14 Plaintiff seeks injunctive relief and damages for violations of: California's antitrust statute,  
15 Business and Professions Code sections 16720 *et seq.* (the "Cartwright Act"); Business and  
16 Professions Code section 16600 ("Section 16600"); and California's unfair competition law,  
17 Business and Professions Code sections 17200, *et seq.* (the "Unfair Competition Law").

18 3. In 2009 through 2010, the Antitrust Division of the United States  
19 Department of Justice (the "DOJ") investigated Defendants' misconduct. The DOJ found that  
20 Defendants' agreements violated federal antitrust laws and "are facially anticompetitive because  
21 they eliminated a significant form of competition to attract high tech employees, and, overall,  
22 substantially diminished competition to the detriment of the affected employees who were likely  
23 deprived of competitively important information and access to better job opportunities." The  
24 DOJ concluded that Defendants' agreements "disrupted the normal price-setting mechanisms that  
25 apply in the labor setting."

26 4. The DOJ has confirmed that it will not seek to compensate employees who  
27 were injured by Defendants' agreements. Without this class action, Plaintiff and members of the  
28

1 class will not receive compensation for their injuries, and Defendants will continue to retain the  
2 benefits of their unlawful collusion.

3 5. Plaintiff does not seek any relief under Section 4 of the Clayton Act,  
4 15 U.S.C. section 15.

5 **II. JURISDICTION AND VENUE**

6 6. This Complaint is filed, and these proceedings are instituted, pursuant to  
7 California Business and Professions Code sections 16600, 16750(a), 17203, and 17204, to  
8 recover damages and to obtain other relief that Plaintiff and members of the class have sustained  
9 due to violations by Defendants, as hereinafter alleged, of the Cartwright Act, Section 16600, and  
10 the Unfair Competition Law.

11 7. Venue as to the Defendants is proper in this judicial district pursuant to the  
12 provisions of California Business and Professions Code section 16750(a) and California Code of  
13 Civil Procedure sections 395(a) and 395.5.

14 8. Plaintiff and at least two-thirds of all class members are citizens of the  
15 State of California. All Defendants are citizens of the State of California.

16 9. All Defendants maintain their principal places of business in California.  
17 Defendant Pixar maintains its principal place of business in the County of Alameda. Plaintiff's  
18 causes of action arose in part within the County of Alameda, and Defendants are within the  
19 jurisdiction of this Court for purposes of service of process. Many of the unlawful acts  
20 hereinafter alleged had a direct effect on employees of Defendants in California, and, more  
21 particularly, within the County of Alameda.

22 10. This Court has personal jurisdiction over each Defendant as co-  
23 conspirators as a result of the acts of any of the Defendants occurring in California in connection  
24 with Defendants' violations of the Cartwright Act, Section 16600, and/or the Unfair Competition  
25 Law. No portion of this Complaint is brought pursuant to federal law.

26 **III. CHOICE OF LAW**

27 11. California law applies to the claims of Plaintiff and all class members.  
28 Application of California law is constitutional, and California has a strong interest in deterring

1 unlawful business practices of resident corporations and compensating those harmed by activities  
2 occurring in and emanating from California.

3 12. All Defendants maintain their principal places of business in California and  
4 are California citizens.

5 13. California is the State in which Defendants negotiated, entered into,  
6 implemented, monitored, and enforced the conspiracy and associated agreements.

7 14. Defendants' actively concealed their participation in the conspiracy, and  
8 actively concealed the existence of their unlawful agreements, in California.

9 15. California is the State in which Plaintiff's and class members' relationship  
10 with the Defendants is centered. At least a majority of class members resided in or sought  
11 employment from Defendants in California, and were therefore damaged in California.

12 16. Plaintiff and class members were injured by conduct occurring in, and  
13 emanating from, California.

14 17. For these reasons, among others, California has significant contacts, and a  
15 significant aggregation of contacts, creating State interests, with all parties and the acts alleged  
16 herein.

17 18. California's substantial interests far exceed those of any other State.

18 **IV. THE PARTIES**

19 **A. The Plaintiff**

20 19. Plaintiff Siddharth Hariharan ("Plaintiff") is a citizen of the State of  
21 California. From January 8, 2007 through August 15, 2008, Plaintiff was a citizen of the State of  
22 California and worked in California as a software engineer for Lucasfilm. Plaintiff was injured in  
23 his business or property by reason of the violations alleged herein.

24 **B. The Defendants**

25 20. Defendant Adobe Systems Inc. ("Adobe") is a Delaware corporation with  
26 its principal place of business located at 345 Park Avenue, San Jose, California 95110.

27 21. Defendant Apple Inc. ("Apple") is a California corporation with its  
28 principal place of business located at 1 Infinite Loop, Cupertino, California 95014.



1           22. Defendant Google Inc. ("Google") is a Delaware corporation with its  
2 principal place of business located at 1600 Amphitheatre Parkway, Mountain View, California  
3 94043.

4           23. Defendant Intel Corp. ("Intel") is a Delaware corporation with its principal  
5 place of business located at 2200 Mission College Boulevard, Santa Clara, California 95054.

6           24. Defendant Intuit Inc. ("Intuit") is a Delaware corporation with its principal  
7 place of business located at 2632 Marine Way, Mountain View, California 94043.

8           25. Defendant Lucasfilm Ltd. ("Lucasfilm") is a California corporation with its  
9 principal place of business located at 1110 Gorgas Ave., in San Francisco, California 94129.

10          26. Defendant Pixar is a California corporation with its principal place of  
11 business located at 1200 Park Avenue, Emeryville, California 94608.

12          27. Plaintiff alleges on information and belief that DOES 1-50, inclusive, were  
13 co-conspirators with other Defendants in the violations alleged in this Complaint and performed  
14 acts and made statements in furtherance thereof. DOES 1-50 are corporations, companies,  
15 partnerships, or other business entities that maintain their principal places of business in  
16 California. Plaintiff is presently unaware of the true names and identities of those defendants  
17 sued herein as DOES 1-50. Plaintiff will amend this Complaint to allege the true names of the  
18 DOE defendants when he is able to ascertain them.

19          28. Plaintiff alleges on information and belief that DOES 51-200, inclusive,  
20 were co-conspirators with other Defendants in the violations alleged in this Complaint and  
21 performed acts and made statements in furtherance thereof. DOES 51-200 are residents of the  
22 State of California and are corporate officers, members of the boards of directors, or senior  
23 executives of Adobe, Apple, Google, Intel, Intuit, Lucasfilm, Pixar, and DOES 1-50. Plaintiff is  
24 presently unaware of the true names and identities of those defendants sued herein as DOES 51-  
25 200. Plaintiff will amend this Complaint to allege the true names of the DOE defendants when he  
26 is able to ascertain them.

1     **V. CLASS ACTION ALLEGATIONS**

2             29. This suit is brought as a class action pursuant to section 382 of the  
3 California Code of Civil Procedure, on behalf of a class of:

4             All natural persons employed by Defendants in the United States on  
5 a salaried basis during the period from January 1, 2005 through  
6 January 1, 2010. Excluded from the class are: retail employees;  
7 corporate officers, members of the boards of directors, and senior  
8 executives of Defendants who entered into the illicit agreements  
9 alleged herein; and any and all judges and justices, and chambers'  
10 staff, assigned to hear or adjudicate any aspect of this litigation.

11             30. Plaintiff does not, as yet, know the exact size of the class. Based upon the  
12 nature of the trade and commerce involved, Plaintiff believes that there are tens of thousands of  
13 class members, and that class members are geographically dispersed throughout the State of  
14 California and throughout the United States. Joinder of all members of the class, therefore, is not  
15 practicable.

16             31. There are questions of law and fact common to the class that predominate  
17 over any questions that may affect only individual members of the class, including, but not  
18 limited to:

- 19             (a) whether the conduct of Defendants violated the Cartwright Act;  
20             (b) whether Defendants' conspiracy and associated agreements, or any  
21 one of them, constitute a per se violation of the Cartwright Act;  
22             (c) whether Defendants' agreements are void as a matter of law under  
23 Section 16600;  
24             (d) whether the conduct of Defendants violated the Unfair Competition  
25 Law;  
26             (e) whether Defendants fraudulently concealed their conduct;  
27             (f) whether Defendants' conspiracy and associated agreements  
28 restrained trade, commerce, or competition for skilled labor among Defendants;  
              (g) whether, under common principles of California antitrust law,  
Plaintiff and the class suffered antitrust injury or were threatened with injury;

1 (h) the difference between the total compensation Plaintiff and the class  
2 received from Defendants, and the total compensation Plaintiff and the class would have received  
3 from Defendants in the absence of the illegal acts, contracts, combinations, and conspiracy  
4 alleged herein;

5 (i) the effect of the conduct of Defendants upon, and the injury caused  
6 to, the business or property of the Plaintiff and the class; and

7 (j) the type and measure of damages suffered by Plaintiff and the  
8 Class.

9 32. Plaintiff will fairly and adequately protect the interests of the class because  
10 Plaintiff's claims are typical and representative of the claims of all members of the class.

11 33. There are no defenses of a unique nature that may be asserted against  
12 Plaintiff individually, as distinguished from the other members of the class, and the relief sought  
13 is common to the class. Plaintiff is typical of other members of the class, does not have any  
14 interest that is in conflict with or is antagonistic to the interests of the members of the class, and  
15 has no conflict with any other member of the class. Plaintiff has retained competent counsel  
16 experienced in antitrust litigation and class action litigation to represent himself and the class.

17 34. A class action is superior to other available methods for the fair and  
18 efficient adjudication of this controversy. In the absence of a class action, Defendants will retain  
19 the benefits of their wrongful conduct.

20 **VI. FACTUAL ALLEGATIONS**

21 **A. Trade And Commerce**

22 35. In a properly functioning and lawfully competitive labor market, each  
23 Defendant would compete for employees by soliciting current employees of one or more other  
24 Defendants. Defendants refer to this recruiting method as "cold calling." Cold calling includes  
25 communicating directly in any manner (including orally, in writing, telephonically, or  
26 electronically) with another firm's employee who has not otherwise applied for a job opening.

27 36. Cold calling is a particularly effective recruiting method because current  
28 employees of other companies are often unresponsive to other recruiting strategies.

1           37. Defendants and other high technology companies classify potential  
2 employees into two categories: first, those who are currently employed by rival firms and not  
3 actively seeking to change employers; and second, those who are actively looking for  
4 employment offers (either because they are unemployed, or because they are unsatisfied with  
5 their current employer). Defendants and other high technology companies value potential  
6 employees of the first category significantly higher than potential employees of the second  
7 category, because current satisfied employees tend to be more qualified, harder working, and  
8 more stable than those who are actively looking for employment.

9           38. In addition, a company searching for a new hire is eager to save costs and  
10 avoid risks by poaching that employee from a rival company. Through poaching, a company is  
11 able to take advantage of the efforts its rival has expended in soliciting, interviewing, and training  
12 skilled labor, while simultaneously inflicting a cost on the rival by removing an employee on  
13 whom the rival may depend.

14           39. For these reasons and others, cold calling is a key competitive tool  
15 companies use to recruit employees, particularly high technology employees with advanced skills  
16 and abilities.

17           40. The practice of cold calling has a significant impact on employee  
18 compensation in a variety of ways. First, without receiving cold calls from rival companies,  
19 current employees lack information regarding potential pay packages and lack leverage over their  
20 employers in negotiating pay increases. When a current employee receives a cold call from a  
21 rival company with an offer that exceeds her current compensation, the current employee may  
22 either accept that offer and move from one employer to another, or use the offer to negotiate  
23 increased compensation from her current employer. In either case, the recipient of the cold call  
24 has an opportunity to use competition among potential employers to increase her compensation  
25 and mobility.

26           41. Second, once an employee receives information regarding potential  
27 compensation from rival employers through a cold call, that employee is likely to inform other  
28 employees of her current employer. These other employees often use the information themselves

1 to negotiate pay increases or move from one employer to another, despite the fact that they  
2 themselves did not receive a cold call.

3 42. Third, cold calling a rival's employees provides information to the cold  
4 caller regarding its rival's compensation practices. Increased information and transparency  
5 regarding compensation levels tends to increase compensation across all current employees,  
6 because there is pressure to match or exceed the highest compensation package offered by rivals  
7 in order to remain competitive.

8 43. Fourth, cold calling is a significant factor responsible for losing employees  
9 to rivals. When a company expects that its employees will be cold called by rivals with  
10 employment offers, the company will preemptively increase the compensation of its employees in  
11 order to reduce the risk that its rivals will be able to poach relatively undercompensated  
12 employees.

13 44. The compensation effects of cold calling are not limited to the particular  
14 individuals who receive cold calls, or to the particular individuals who would have received cold  
15 calls but for the anticompetitive agreements alleged herein. Instead, the effects of cold calling  
16 (and the effects of eliminating cold calling, pursuant to agreement) commonly impact all salaried  
17 employees of the participating companies.

18 45. Defendants carefully monitor and manage their internal compensation  
19 levels to achieve certain goals, including: maintaining approximate compensation parity among  
20 employees within the same employment categories (for example, among junior software  
21 engineers); maintaining certain compensation relationships among employees across different  
22 employment categories (for example, among junior software engineers relative to senior software  
23 engineers); maintaining high employee morale and productivity; retaining employees; and  
24 attracting new and talented employees. To accomplish these objectives, Defendants set baseline  
25 compensation levels for different employee categories that apply to all employees within those  
26 categories. Defendants also compare baseline compensation levels across different employee  
27 categories. Defendants update baseline compensation levels regularly.

1           46. While Defendants sometimes engage in negotiations regarding  
2 compensation levels with individual employees, these negotiations occur from a starting point of  
3 the pre-existing and pre-determined baseline compensation level. The eventual compensation any  
4 particular employee receives is either entirely determined by the baseline level, or is profoundly  
5 influenced by it. In either case, suppression of baseline compensation will result in suppression  
6 of total compensation.

7           47. Thus, under competitive and lawful conditions, Defendants would use cold  
8 calling as one of their most important tools for recruiting and retaining skilled labor, and the use  
9 of cold calling among Defendants commonly impacts and increases total compensation and  
10 mobility of all Defendants' employees.

11           B. Defendants' Conspiracy To Fix The Compensation Of Their Employees At  
12 Artificially Low Levels

13           48. Defendants' conspiracy consisted of an interconnected web of express  
14 agreements, each with the active involvement and participation of a company under the control of  
15 Steve Jobs (currently CEO of Apple) and/or a company that shared at least one member of  
16 Apple's board of directors. Defendants entered into the express agreements and entered into the  
17 overarching conspiracy with knowledge of the other Defendants' participation, and with the intent  
18 of accomplishing the conspiracy's objective: to reduce employee compensation and mobility  
19 through eliminating competition for skilled labor.

20           1. The Conspiracy Began With Secret and Express Agreements Between  
21 Pixar And Lucasfilm

22           49. The conspiracy began with an agreement between senior executives of  
23 Pixar and Lucasfilm to eliminate competition between them for skilled labor, with the intent and  
24 effect of suppressing the compensation and mobility of their employees.

25           50. Pixar and Lucasfilm have a shared history. In 1986, Steve Jobs purchased  
26 Lucasfilm's computer graphics division, established it as an independent company, and called it  
27 "Pixar." Thereafter and until 2006, Steve Jobs remained CEO of Pixar.

1           51. Before Steve Jobs's departure as CEO of Pixar and beginning no later than  
2 January 2005, senior executives of Pixar and Lucasfilm entered into at least three agreements to  
3 eliminate competition between them for skilled labor. First, each agreed not to cold call each  
4 other's employees. Second, each agreed to notify the other company when making an offer to an  
5 employee of the other company, if that employee applied for a job notwithstanding the absence of  
6 cold calling. Third, each agreed that if either made an offer to such an employee of the other  
7 company, neither company would counteroffer above the initial offer. This third agreement was  
8 created with the intent and effect of eliminating "bidding wars," whereby an employee could use  
9 multiple rounds of bidding between Pixar and Lucasfilm to increase her total compensation.

10           52. Pixar and Lucasfilm reached these express agreements through direct and  
11 explicit communications among senior executives. Pixar drafted the written terms of the  
12 agreements and sent those terms to Lucasfilm. Pixar and Lucasfilm then provided the written  
13 terms to management and certain senior employees with the relevant hiring or recruiting  
14 responsibilities.

15           53. The three agreements covered all employees of the two companies, were  
16 not limited by geography, job function, product group, or time period, and were not ancillary to  
17 any legitimate collaboration between Pixar and Lucasfilm.

18           54. Senior executives of Pixar and Lucasfilm actively concealed their unlawful  
19 agreements. Employees of Pixar and Lucasfilm were not aware of, and did not agree to, the terms  
20 of the agreements between Pixar and Lucasfilm.

21           55. After entering into the agreements, senior executives of both Pixar and  
22 Lucasfilm monitored compliance and policed violations. For instance, in 2007, Pixar twice  
23 contacted Lucasfilm regarding suspected violations of their agreements. Lucasfilm responded by  
24 changing its conduct to conform to its anticompetitive agreements with Pixar.

25           2. Apple Enters Into A Similar Express Agreement With Adobe

26           56. Shortly after Pixar entered into the agreements with Lucasfilm, Apple  
27 (which was then also under the control of Steve Jobs) entered into an agreement with Adobe that  
28 was identical to the first agreement Pixar entered into with Lucasfilm. Apple and Adobe agreed

1 to eliminate competition between them for skilled labor, with the intent and effect of suppressing  
2 the compensation and mobility of their employees.

3 57. Beginning no later than May 2005, Apple and Adobe agreed not to cold  
4 call each other's employees.

5 58. Senior executives of Apple and Adobe reached the agreement through  
6 direct and explicit communications. These executives then actively managed and enforced the  
7 agreement through further direct communications.

8 59. The agreement between Apple and Adobe concerned all Apple and all  
9 Adobe employees, was not limited by geography, job function, product group, or time period, and  
10 was not ancillary to any legitimate collaboration between the companies.

11 60. Senior executives of Apple and Adobe actively concealed their unlawful  
12 agreement and their participation in the conspiracy. Employees of Apple and Adobe were not  
13 aware of, and did not agree to, these restrictions.

14 61. In complying with the agreement, Apple placed Adobe on its internal "Do  
15 Not Call List," which instructed Apple recruiters not to cold call Adobe employees. Adobe  
16 included Apple on its internal list of "Companies that are off limits," instructing its employees not  
17 to cold call employees of Apple.

18 3. Apple Enters Into an Express Agreement with Google To Suppress  
19 Employee Compensation And Eliminate Competition

20 62. The conspiracy expanded to include Google no later than 2006. Apple and  
21 Google agreed to eliminate competition between them for skilled labor, with the intent and effect  
22 of suppressing the compensation and mobility of their employees. Senior executives of Apple  
23 and Google expressly agreed, through direct communications, not to cold call each other's  
24 employees. During 2006, Arthur D. Levinson sat on the boards of both Apple and Google.

25 63. The agreement between Apple and Google concerned all Apple and all  
26 Google employees, was not limited by geography, job function, product group, or time period,  
27 and was not ancillary to any legitimate collaboration between the companies.



1           64. Apple and Google actively concealed their agreement and their  
2 participation in the conspiracy. Employees were not informed of and did not agree to the  
3 restrictions.

4           65. To ensure compliance with the agreement, Apple placed Google on its  
5 internal "Do Not Call List," which instructed Apple employees not to cold call Google  
6 employees. In turn, Google placed Apple on its internal "Do Not Cold Call" list, and instructed  
7 relevant employees not to cold call Apple employees.

8           66. Senior executives of Apple and Google monitored compliance with the  
9 agreement and policed violations. In February and March 2007, Apple contacted Google to  
10 complain about suspected violations of the agreement. In response, Google conducted an internal  
11 investigation and reported its findings back to Apple.

12           **4. Apple Enters Into Another Express Agreement with Pixar**

13           67. Beginning no later than April 2007, Apple entered into an agreement with  
14 Pixar that was identical to its earlier agreements with Adobe and Google. Apple and Pixar agreed  
15 to eliminate competition between them for skilled labor, with the intent and effect of suppressing  
16 the compensation and mobility of their employees. Senior executives of Apple and Pixar  
17 expressly agreed, through direct communications, not to cold call each other's employees.

18           68. At this time, Steve Jobs continued to exert substantial control over Pixar.  
19 On January 24, 2006, Jobs announced that he had agreed to sell Pixar to the Walt Disney  
20 Company. After the deal closed, Jobs became the single largest shareholder of the Walt Disney  
21 Company, with over 6% of the company's stock. Jobs thereafter sat on Disney's board of  
22 directors and continued to oversee Disney's animation businesses, including Pixar.

23           69. The agreement between Apple and Pixar concerned all Apple and all Pixar  
24 employees, was not limited by geography, job function, product group, or time period, and was  
25 not ancillary to any legitimate collaboration between the companies.

26           70. Apple and Pixar actively concealed their agreement and their participation  
27 in the conspiracy. Employees were not informed of and did not agree to the restrictions.  
28

1           71. To ensure compliance with the agreement, Apple placed Pixar on its  
2 internal "Do Not Call List," which instructed Apple employees not to cold call Pixar employees.  
3 Pixar instructed its human resource personnel to adhere to the agreement and to preserve  
4 documentary evidence establishing that Pixar had not actively recruited Apple employees.

5           72. Senior executives of Apple and Pixar monitored compliance with the  
6 agreement and policed violations.

7           5. "Google Enters Into An Identical Express Agreement With Intel"

8           73. Beginning no later than September 2007, Google entered into an agreement  
9 with Intel that was identical to Google's earlier agreement with Apple, and identical to Apple's  
10 earlier agreements with Adobe and Pixar. Google and Intel agreed to eliminate competition  
11 between them for skilled labor, with the intent and effect of suppressing the compensation and  
12 mobility of their employees. Senior executives of Google and Intel expressly agreed, through  
13 direct communications, not to cold call each other's employees.

14           74. In 2007, Google CEO Eric Schmidt sat on Apple's board of directors,  
15 along with Arthur D. Levinson, who continued to sit on the boards of both Apple and Google.

16           75. The agreement between Google and Intel concerned all Google and all  
17 Intel employees, was not limited by geography, job function, product group, or time period, and  
18 was not ancillary to any legitimate collaboration between the companies. Google and Intel  
19 actively concealed their agreement and their participation in the conspiracy. Employees were not  
20 informed of and did not agree to the restrictions.

21           76. To ensure compliance with the agreement, Google listed Intel on its "Do  
22 Not Cold Call" list and instructed Google employees not to cold call Intel employees. Intel also  
23 informed its relevant personnel about its agreement with Google, and instructed them not to cold  
24 call Google employees.

25           77. Senior executives of Google and Intel monitored compliance with the  
26 agreement and policed violations.

1                   6.     Google and Intuit Enter Into Another Express Agreement

2                   78.     In June 2007, Google entered into an express agreement with Intuit that  
3     was identical to Google's earlier agreements with Intel and Apple, and identical to the earlier  
4     agreements between Apple and Adobe, and between Apple and Pixar. Google and Intuit agreed  
5     to eliminate competition between them for skilled labor, with the intent and effect of suppressing  
6     the compensation and mobility of their employees. Senior executives of Google and Intuit  
7     expressly agreed, through direct communications, not to cold call each other's employees.

8                   79.     Google CEO Eric Schmidt sat on Apple's board of directors, along with  
9     Arthur D. Levinson, who continued to sit on the boards of both Apple and Google.

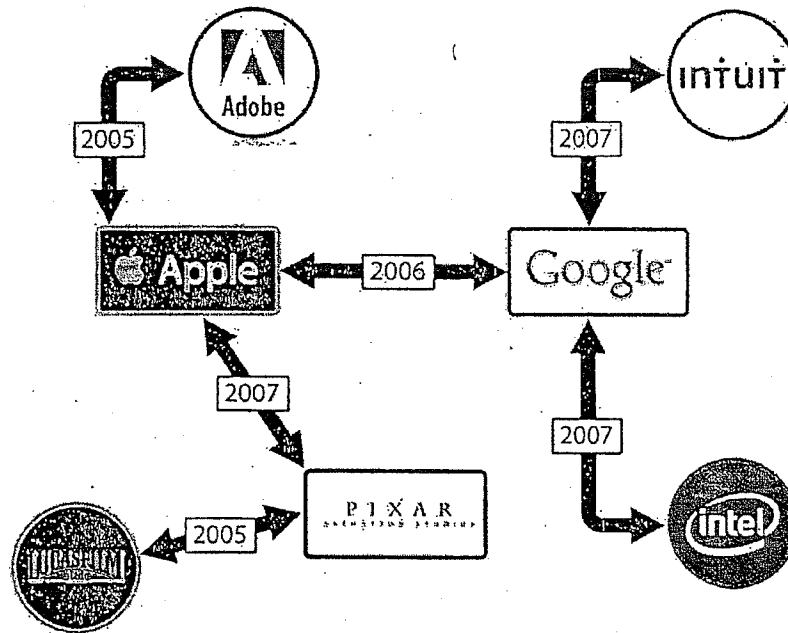
10                  80.     The agreement between Google and Intuit concerned all Google and all  
11     Intuit employees, was not limited by geography, job function, product group, or time period, and  
12     was not ancillary to any legitimate collaboration between the companies. Google and Intuit  
13     actively concealed their agreement and their participation in the conspiracy. Employees were not  
14     informed of and did not agree to the restrictions.

15                  81.     To ensure compliance with the agreement, Google listed Intuit on its "Do  
16     Not Cold Call" list and instructed Google employees not to cold call Intuit employees. Intuit also  
17     informed its relevant personnel about its agreement with Google, and instructed them not to cold  
18     call Google employees.

19                  82.     Senior executives of Google and Intuit monitored compliance with the  
20     agreement and policed violations.

1 C. Effects Of Defendants' Conspiracy On Plaintiff And The Class

2 83. Defendants eliminated competition for skilled labor by entering into the  
3 interconnected web of agreements, and the overarching conspiracy, alleged herein. These  
4 agreements are summarized graphically as follows:



18 Defendants entered into, implemented, and policed these agreements with the knowledge of the  
19 overall conspiracy, and did so with the intent and effect of fixing the compensation of the  
20 employees of participating companies at artificially low levels. For example, every agreement  
21 alleged herein directly involved a company either controlled by Apple's CEO, or a company that  
22 shared a member of its board of directors with Apple. As additional companies joined the  
23 conspiracy, competition among participating companies for skilled labor further decreased, and  
24 compensation and mobility of the employees of participating companies was further suppressed.  
25 These anticompetitive effects were the purpose of the agreements, and Defendants succeeded in  
26 lowering the compensation and mobility of their employees below what would have prevailed in  
27 a lawful and properly functioning labor market.

1           84. Defendants' conspiracy was an ideal tool to suppress their employees'  
2 compensation. Whereas agreements to fix specific and individual compensation packages would  
3 be hopelessly complex and impossible to monitor, implement, and police, eliminating entire  
4 categories of competition for skilled labor (that affected the compensation and mobility of all  
5 employees in a common and predictable fashion) was simple to implement and easy to enforce.

6           85. Plaintiff and each member of the class were harmed by each and every  
7 agreement herein alleged. The elimination of competition and suppression of compensation and  
8 mobility had a cumulative effect on all class members. For example, an individual who was an  
9 employee of Lucasfilm received lower compensation and faced unlawful obstacles to mobility as  
10 a result of not only Lucasfilm's illicit agreements with Pixar, but also as a result of Pixar's  
11 agreement with Apple, and so on.

12           D.     The Investigation By The Antitrust Division Of The United States  
13                   Department Of Justice And Subsequent Admissions By Defendants

14           86. Beginning in approximately 2009, the Antitrust Division of the United  
15 States Department of Justice (the "DOJ") conducted an investigation into the employment  
16 practices of Defendants. The DOJ issued Civil Investigative Demands to Defendants that resulted  
17 in Defendants producing responsive documents to the DOJ. The DOJ also interviewed witnesses  
18 to certain of the agreements alleged herein.

19           87. After reviewing these materials, the DOJ concluded that Defendants had  
20 agreed to naked restraints of trade that were per se unlawful under the antitrust laws. The DOJ  
21 found that Defendants' agreements "are facially anticompetitive because they eliminated a  
22 significant form of competition to attract high tech employees, and, overall, substantially  
23 diminished competition to the detriment of the affected employees who were likely deprived of  
24 competitively important information and access to better job opportunities." The DOJ further  
25 found that the agreements "disrupted the normal price-setting mechanisms that apply in the labor  
26 setting."  
27  
28

1           88. The DOJ also concluded that Defendants' agreements "were not ancillary  
2 to any legitimate collaboration" and were "much broader than reasonably necessary for the  
3 formation or implementation of any collaborative effort."

4           89. On September 24, 2010, the DOJ filed a complaint regarding Defendants'  
5 agreements against Adobe, Apple, Google, Intel, Intuit, and Pixar. On December 21, 2010, the  
6 DOJ filed another complaint regarding Defendants' agreements, this time against Lucasfilm and  
7 Pixar. In both cases, the DOJ filed stipulated proposed final judgments in which Adobe, Apple,  
8 Google, Intel, Intuit, Lucasfilm, and Pixar agreed that the DOJ's complaints "state[] a claim upon  
9 which relief may be granted" under federal antitrust law.

10           90. In the stipulated proposed final judgments, Adobe, Apple, Google, Intel,  
11 Intuit, Lucasfilm, and Pixar agreed to be "enjoined from attempting to enter into, maintaining or  
12 enforcing any agreement with any other person or in any way refrain from, requesting that any  
13 person in any way refrain from, or pressuring any person in any way to refrain from soliciting,  
14 cold calling, recruiting, or otherwise competing for employees of the other person." Defendants  
15 also agreed to a variety of enforcement measures and to comply with ongoing inspection  
16 procedures.

17           91. After the DOJ's investigation became public in the fall of 2010,  
18 Defendants acknowledged participating in the agreements the DOJ alleged in its complaints.  
19 These acknowledgments included a statement on September 24, 2010 by Amy Lambert, associate  
20 general counsel for Google, who stated that, for years, Google had "decided" not to "cold call"  
21 employees at a few of our partner companies." Lambert also said that a "number of other tech  
22 companies had similar 'no cold call' policies—policies which the U.S. Justice Department has  
23 been investigating for the past year."

24           92. The DOJ did not seek monetary penalties of any kind against Defendants,  
25 and made no effort to compensate employees of the Defendants who were harmed by Defendants'  
26 anticompetitive conduct.  
27  
28

1           93.     Without this class action, Plaintiff and the class will be unable to obtain  
2 compensation for the harm they suffered, and Defendants will retain the benefits of their unlawful  
3 conspiracy.

4                                   **FIRST CLAIM FOR RELIEF**

5                                   *(Violation of the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, et seq.)*

6           94.     Plaintiff, on behalf of himself and all others similarly situated, realleges  
7 and incorporates herein by reference each of the allegations contained in the preceding paragraphs  
8 of this Complaint, and further allege against Defendants and each of them as follows:

9           95.     Defendants entered into and engaged in an unlawful trust in restraint of the  
10 trade and commerce described above in violation of California Business and Professions Code  
11 section 16720. Beginning no later than January 2005 and continuing at least through 2009,  
12 Defendants engaged in continuing trusts in restraint of trade and commerce in violation of the  
13 Cartwright Act.

14           96.     Defendants' trusts have included concerted action and undertakings among  
15 the Defendants with the purpose and effect of: (a) fixing the compensation of Plaintiff and the  
16 Class at artificially low levels; and (b) eliminating, to a substantial degree, competition among  
17 Defendants for skilled labor.

18           97.     As a direct and proximate result of Defendants' combinations and contracts  
19 to restrain trade and eliminate competition for skilled labor, members of the class have suffered  
20 injury to their property and have been deprived of the benefits of free and fair competition on the  
21 merits.

22           98.     The unlawful trust among Defendants has had the following effects, among  
23 others:

24                   (a)     competition among Defendants for skilled labor has been  
25 suppressed, restrained, and eliminated; and

26                   (b)     Plaintiff and class members have received lower compensation  
27 from Defendants than they otherwise would have received in the absence of Defendants' unlawful  
28

1 trust, and, as a result, have been injured in their property and have suffered damages in an amount  
2 according to proof at trial.

3 99. Plaintiff and members of the Class are "persons" within the meaning of the  
4 Cartwright Act as defined in section 16702.

5 100. The acts done by each Defendant as part of, and in furtherance of, their  
6 contracts, combinations or conspiracies were authorized, ordered, or done by their respective  
7 officers, directors, agents, employees, or representatives while actively engaged in the  
8 management of each Defendant's affairs.

9 101. Defendants' contracts, combinations and/or conspiracies are per se  
10 violations of the Cartwright Act.

11 102. Accordingly, Plaintiff and members of the class seek three times their  
12 damages caused by Defendants' violations of the Cartwright Act, the costs of bringing suit,  
13 reasonable attorneys' fees, and a permanent injunction enjoining Defendants' from ever again  
14 entering into similar agreements in violation of the Cartwright Act.

15 **SECOND CLAIM FOR RELIEF**  
16 *(Violation of Cal. Bus. & Prof. Code § 16600)*

17 103. Plaintiff, on behalf of himself and all others similarly situated, realleges  
18 and incorporates herein by reference each of the allegations contained in the preceding paragraphs  
19 of this Complaint, and further allege against Defendants and each of them as follows:

20 104. Defendants entered into, implemented, and enforced express agreements  
21 that are unlawful and void under Section 16600.

22 105. Defendants' agreements and conspiracy have included concerted action  
23 and undertakings among the Defendants with the purpose and effect of: (a) reducing open  
24 competition among Defendants for skilled labor; (b) reducing employee mobility; (c) eliminating  
25 opportunities for employees to pursue lawful employment of their choice; and (d) limiting  
26 employee professional betterment.



106. Defendants' agreements and conspiracy are contrary to California's settled legislative policy in favor of open competition and employee mobility, and are therefore void and unlawful.

107. Defendants' agreements and conspiracy were not intended to protect and were not limited to protect any legitimate proprietary interest of Defendants.

108. Defendants agreements and conspiracy do not fall within any statutory exception to Section 16600.

109. The acts done by each Defendant as part of, and in furtherance of, their contracts, combinations or conspiracies were authorized, ordered, or done by their respective officers, directors, agents, employees, or representatives while actively engaged in the management of each Defendant's affairs.

110. Accordingly, Plaintiff and members of the class seek a judicial declaration that Defendants' agreements and conspiracy are void as a matter of law under Section 16600, and a permanent injunction enjoining Defendants' from ever again entering into similar agreements in violation of Section 16600.

**THIRD CLAIM FOR RELIEF**  
(Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.)

111. Plaintiff, on behalf of himself and all others similarly situated, realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs of this Complaint, and further alleges against Defendants as follows:

112. Defendants' actions to restrain trade and fix the total compensation of their employees constitute unfair competition and unlawful, unfair, and fraudulent business acts and practices in violation of California Business and Professional Code sections 17200, *et seq.*

113. The conduct of Defendants in engaging in combinations with others with the intent, purpose, and effect of creating and carrying out restrictions in trade and commerce; eliminating competition among them for skilled labor; and fixing the compensation of their employees at artificially low levels, constitute and was intended to constitute unfair competition

1 and unlawful, unfair, and fraudulent business acts and practices within the meaning of California  
2 Business and Professions Code section 17200.

3 114. Defendants also violated California's Unfair Competition Law by violating  
4 the Cartwright Act and/or by violating Section 16600.

5 115. As a result of Defendants' violations of Business and Professions Code  
6 section 17200, Defendants have unjustly enriched themselves at the expense of Plaintiff and the  
7 Class. The unjust enrichment continues to accrue as the unlawful, unfair, and fraudulent business  
8 acts and practices continue.

9 116. To prevent their unjust enrichment, Defendants and their co-conspirators  
10 should be required pursuant to Business and Professions Code sections 17203 and 17204 to  
11 disgorge their illegal gains for the purpose of making full restitution to all injured class members  
12 identified hereinabove. Defendants should also be permanently enjoined from continuing their  
13 violations of Business and Professions Code section 17200.

14 117. The acts and business practices, as alleged herein, constituted and  
15 constitute a common, continuous, and continuing course of conduct of unfair competition by  
16 means of unfair, unlawful, and/or fraudulent business acts or practices within the meaning of  
17 California Business and Professions Code section 17200, *et seq.*, including, but in no way limited  
18 to, violations of the Cartwright Act and/or Section 16600.

19 118. Defendants' acts and business practices as described above, whether or not  
20 in violation of the Cartwright Act and/or Section 16600 are otherwise unfair, unconscionable,  
21 unlawful, and fraudulent.

22 119. Accordingly, Plaintiff, on behalf of himself and all others similarly  
23 situated, requests the following classwide equitable relief:

24 (a) that a judicial determination and declaration be made of the rights  
25 of Plaintiff and the class members, and the corresponding responsibilities of Defendants;

26 (b) that Defendants be declared to be financially responsible for the  
27 costs and expenses of a Court-approved notice program by mail, broadcast media, and publication  
28 designed to give immediate notification to class members; and

1 (c) requiring disgorgement and/or imposing a constructive trust upon  
2 Defendants' ill-gotten gains, freezing Defendants' assets, and/or requiring Defendants to pay  
3 restitution to Plaintiff and to all members of the class of all funds acquired by means of any act or  
4 practice declared by this Court to be an unlawful, unfair, or fraudulent.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays that this Court enter judgment on his behalf and  
7 that of the class by adjudging and decreeing that:

8 1. This action may be maintained as a class action under California Code of  
9 Civil Procedure section 382 and California Rule of Court 3.760, *et seq.*, certifying Plaintiff as  
10 representative of the class and designating his counsel as counsel for the class;

11 2. Defendants have engaged in a trust, contract, combination, or conspiracy in  
12 violation of California Business and Professions Code section 16750(a), and that Plaintiff and the  
13 members of the class have been damaged and injured in their business and property as a result of  
14 this violation;

15 3. The alleged combinations and conspiracy be adjudged and decreed to be  
16 per se violations of the Cartwright Act;

17 4. Plaintiff and the members of the class he represents recover threefold the  
18 damages determined to have been sustained by them as a result of the conduct of Defendants,  
19 complained of herein as provided in California Business and Professions Code section 16750(a),  
20 and that judgment be entered against Defendants for the amount so determined;

21 5. The alleged combinations and conspiracy be adjudged void and unlawful  
22 under Section 16600;

23 6. The conduct of Defendants constitutes unlawful, unfair, and/or fraudulent  
24 business practices within the meaning of California's Unfair Competition Law, California  
25 Business and Professions Code section 17200, *et seq.*;

26 7. Judgment be entered against Defendants and in favor of Plaintiff and each  
27 member of the class he represents, for restitution and disgorgement of ill-gotten gains as allowed  
28

1 by law and equity as determined to have been sustained by them, together with the costs of suit,  
2 including reasonable attorneys' fees;

3 8. For prejudgment and post-judgment interest;

4 9. For equitable relief, including a judicial determination of the rights and  
5 responsibilities of the parties;

6 10. For attorneys' fees;

7 11. For costs of suit; and

8 12. For such other and further relief as the Court may deem just and proper.

9 **JURY DEMAND**

10 Plaintiff hereby demands a jury trial for all issues so triable.

11  
12 Dated: May 4, 2011

LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

13  
14 By:  DMH

15 Joseph R. Saveri

16 Joseph R. Saveri (State Bar No. 130064)  
17 Eric B. Fastiff (State Bar No. 182260)  
18 Brendan P. Glackin (State Bar No. 199643)  
19 Dean M. Harvey (State Bar No. 250298)  
20 Anne P. Shaver (State Bar No. 255928)  
21 Katherine M. Lehe (State Bar No. 273472)  
22 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP  
23 275 Battery Street, 29th Floor  
24 San Francisco, CA 94111-3339  
25 Telephone: (415) 956-1000  
26 Facsimile: (415) 956-1008

27 Attorneys for Individual and Representative Plaintiff  
28 Siddharth Hariharan

# **EXHIBIT B**

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Individual and Representative Plaintiff Siddharth Hariharan



FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
ALAMEDA COUNTY

MAY - 11

CLERK OF THE SUPERIOR COURT  
BY: [Signature]

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Alameda County Courthouse  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso) 10 11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Deputy Clerk/Clerk of the Superior Court  
(Secretario) [Signature] (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify):  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):

# EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Joseph R. Saveri (State Bar No. 130064)  
LIEFF CABBASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339

TELEPHONE NO.: (415) 956-1000

FAX NO.: (415) 956-1008

ATTORNEY FOR (Name): Individual and representative plaintiff Siddharth Hariharan

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS:

CITY AND ZIP CODE: Oakland, CA 94612

BRANCH NAME: Rene C. Davidson Alameda County Courthouse

CASE NAME:

Hariharan v. Adobe Systems Inc., et al.

**CIVIL CASE COVER SHEET**

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**

☐ **Counter** ☐ **Joinder**  
Filed with first appearance by defendant  
(Cal. Rules of Court, rule 3.402)

CASE NUMBER: 10 11574066

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

**Auto Tort**

☐ Auto (22)  
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

☐ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation**  
(Cal. Rules of Court, rules 3.400-3.403)

☒ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses  
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☒ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Three

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 4, 2011

Joseph R. Saveri

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or, toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

<b>Short Title:</b> Hariharan v. Adobe Systems Inc., et al.	<b>Case Number:</b>
--	---------------------

**CIVIL CASE COVER SHEET ADDENDUM**

THIS FORM IS REQUIRED IN ALL NEW <u>UNLIMITED</u> CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA		
<div style="display: flex; justify-content: space-between;"> <span>[✓] Oakland, Rene C. Davidson Alameda County Courthouse (446)</span> <span>[ ] Hayward Hall of Justice (447)</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[ ] Pleasanton, Gale-Schenone Hall of Justice (448)</span> </div>		
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) <b>Is this an uninsured motorist case?</b> <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs <div style="text-align: right;"> <b>Is the deft. in possession of the property?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No         </div>
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate <b>Is this a CEQA action (Publ.Res.Code section 21000 et seq)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input checked="" type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition

# **EXHIBIT D**

Lieff, Cabraser, Heimann &  
Bernstein, LLP  
Attn: Saveri, Joseph R  
275 Battery St.  
29th Fl.  
San Francisco, CA 94111-3339

Adobe Systems Inc.

**Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse**

Hariharan

Plaintiff/Petitioner(s)

VS.

Adobe Systems Inc.

Defendant/Respondent(s)

(Abbreviated Title)

No. RG11574066

**NOTICE OF HEARING**

To each party or to the attorney(s) of record for each party herein:

Notice is hereby given that the above-entitled action has been set for:

Complex Determination Hearing  
Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

**Complex Determination Hearing:**

DATE: 07/11/2011 TIME: 03:00 PM DEPARTMENT: 17

LOCATION: Administration Building, Third Floor  
1221 Oak Street, Oakland

**Case Management Conference:**

DATE: 08/16/2011 TIME: 03:00 PM DEPARTMENT: 17

LOCATION: Administration Building, Third Floor  
1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 17 issues tentative rulings on DomainWeb ([www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb)). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6933. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 17.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by emailing them to the following address:

[EDelivery@alameda.courts.ca.gov](mailto:EDelivery@alameda.courts.ca.gov). No fee is charged for this service. For further information,

go to Direct Calendar Departments at <http://apps.alameda.courts.ca.gov/domainweb>.

All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 17.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 17 by e-mail at [Dept.17@alameda.courts.ca.gov](mailto:Dept.17@alameda.courts.ca.gov) or by phone at (510) 267-6933.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 05/05/2011

Executive Officer / Clerk of the Superior Court

By



Digital

Deputy Clerk

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**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 05/05/2011.

By



Digital

Deputy Clerk

# **EXHIBIT E**



Attorney or Party without Attorney: <b>JOSEPH R. SAVERI, (SBN 130064)</b> <b>LIEFF, CABRASER, HEIMANN &amp; BERNSTEIN</b> 275 BATTERY STREET 29TH FLOOR SAN FRANCISCO, CA 94111 Telephone No: (415) 956-1000		FILED ALAMEDA COUNTY MAY 10 2011 CLERK OF THE SUPERIOR COURT By <i>[Signature]</i> Deputy	
Attorney for: Plaintiff		Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT			
Plaintiff: SIDDHARTH HARIHARAN Defendant: ADOBE SYSTEMS INC, et al			
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>		Hearing Date:	Time:
		Dept/Div:	Case Number: RG-11574066

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: ADOBE SYSTEMS INCORPORATED  
 b. Person served: JENNIFER RUBALCAVA, AUTHORIZED TO ACCEPT SERVICE.
4. Address where the party was served: 345 PARK AVE  
 SAN JOSE, CA 95110
5. I served the party:  
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 4:25PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
 on behalf of: ADOBE SYSTEMS INCORPORATED  
 Under CCP 416.10 (corporation)

7. Person Who Served Papers:



1138 Howard Street  
 San Francisco, CA 94103  
 Telephone (415) 626-3111  
 Fax (415) 626-1331  
 www.firstlegalnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. The Fee for Service was:

- e. I am: (3) registered California process server
- (i) Independent Contractor
  - (ii) Registration No.: 1175
  - (iii) County: Santa Clara

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011

*[Signature]*

ORIGINAL

SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Individual and Representative Plaintiff Siddharth Hariharan

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED  
FILED  
ALAMEDA COUNTY

MAY - 4 2011

CLERK OF THE SUPERIOR COURT  
By ERICA BAKER  
Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse

1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011

(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court  
(Secretario) ERICA BAKER

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify):  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):



# **EXHIBIT F**



Attorney or Party without Attorney:

JOSEPH R. SAVERI, (SBN 130064)  
LIEFF, CABRASER, HEIMANN & BERNSTEIN  
275 BATTERY STREET  
29TH FLOOR  
SAN FRANCISCO, CA 94111  
Telephone No: (415) 956-1000

Ref. No. or File No.:

Attorney for: Plaintiff

Insert name of Court, and Judicial District and Branch Court:

ALAMEDA COUNTY SUPERIOR COURT

Plaintiff: SIDDHARTH HARIHARAN

Defendant: ADOBE SYSTEMS INC, et al

FILED  
ALAMEDA COUNTY

MAY 10 2011

CLERK OF THE SUPERIOR COURT

**PROOF OF SERVICE  
SUMMONS & COMPLAINT**

Hearing Date:

Time:

Dept/Div

Case Number:

RG-11574066

Deputy

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS;; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: APPLE, INC  
b. Person served: MARIA SANCHEZ, PROCESS SPECIALIST, CT CORPORATION SYSTEM, REGISTERED AGENT.
4. Address where the party was served: 818 WEST 7TH STREET  
LOS ANGELES, CA 90017
5. I served the party:  
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 2:55PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
on behalf of: APPLE, INC  
Under CCP 416.10 (corporation)
7. Person Who Served Papers:  
a. DOUG FORREST

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. The Fee for Service was:

e. I am: (3) registered California process server

(i) Independent Contractor

(ii) Registration No.: 5141

(iii) County: Los Angeles



1511 West Beverly Blvd.  
Los Angeles, CA 90026  
Telephone (213) 250-9111  
Fax (213) 250-1197  
www.firstlegallnetwork.com

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011

ORIGINAL

SUM-100

**SUMMONS**  
**(CITACIÓN JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Individual and Representative Plaintiff Siddharth Hariharan

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ENDORSED**  
**FILED**  
**ALAMEDA COUNTY**

**MAY - 4 2011**

**CLERK OF THE SUPERIOR COURT**  
By **ERICA BAKER**  
Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación:

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no pueda pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse

1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court

(Secretario)

ERICA BAKER

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☒ by personal delivery on (date):

# **EXHIBIT G**



Attorney or Party without Attorney: JOSEPH R. SAVERI, (SBN 130064) LIEFF, CABBASER, HEIMANN & BERNSTEIN 275 BATTERY STREET 29TH FLOOR SAN FRANCISCO, CA 94111 Telephone No: (415) 956-1000				For Court Use Only  <b>FILED</b> <b>ALAMEDA COUNTY</b> <b>MAY 10 2011</b> CLERK OF THE SUPERIOR COURT By <u>[Signature]</u> Deputy	
Attorney for: Plaintiff				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT					
Plaintiff: SIDDHARTH HARIHARAN					
Defendant: ADOBE SYSTEMS INC, et al					
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>		Hearing Date:	Time:	Dept/Div:	Case Number: RG-11574066

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: GOOGLE, INC  
 b. Person served: RHONDA TUCK, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT.
4. Address where the party was served: 2730 GATEWAY OAKS DRIVE  
 SUITE 100  
 SACRAMENTO, CA 95833
5. I served the party:
  - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 1:04PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 

on behalf of: GOOGLE, INC  
 Under CCP 416.10 (corporation)
7. Person Who Served Papers:
  - a. Sherry Shada
 

1814 "I" Street  
 Sacramento, CA 95814  
 Telephone (916) 444-5111  
 Fax (916) 443-3111  
 www.firstlegalnetwork.com
  - d. The Fee for Service was:
 

Recoverable Cost Per CCP 1033.5(a)(4)(B)
  - e. I am: (3) registered California process server
    - (i) Independent Contractor
    - (ii) Registration No.: 2010-88
    - (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011

[Signature: Sherry Shada]  
 (Sherry Shada) 6672729.licca.364379

ORIGINAL

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Individual and Representative Plaintiff Siddharth Hariharan

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED  
FILED  
ALAMEDA COUNTY

MAY - 4 2011

CLERK OF THE SUPERIOR COURT  
By ERICA BAKER  
Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court

(Secretario)

ERICA BAKER

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify):  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):

# **EXHIBIT H**

Attorney or Party without Attorney: JOSEPH R. SAVERI, (SBN 130064) LIEFF, CABRASER, HEIMANN & BERNSTEIN 275 BATTERY STREET 29TH FLOOR SAN FRANCISCO, CA 94111 Telephone No: (415) 956-1000		Ref. No. or File No.:	
Attorney for: Plaintiff		MAY 10 2011 FILED ALAMEDA COUNTY CLERK OF THE SUPERIOR COURT EY	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT			
Plaintiff: SIDDHARTH HARIHARAN Defendant: ADOBE SYSTEMS INC, et al			
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>		Hearing Date:	Time:
		Dept/Div:	Case Number: RG-11574066

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: INTEL CORPORATION  
 b. Person served: MARIA SANCHEZ, PROCESS SPECIALIST, CT CORPORATION SYSTEM, REGISTERED AGENT.
4. Address where the party was served: 818 WEST 7TH STREET  
 LOS ANGELES, CA 90017
5. I served the party:  
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 2:55PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
 on behalf of: INTEL CORPORATION  
 Under CCP 416.10 (corporation)

7. Person Who Served Papers:  
 a. DOUG FORREST



1511 West Beverly Blvd.  
 Los Angeles, CA 90026  
 Telephone (213) 250-9111  
 Fax (213) 250-1197  
 www.firstlegallnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

- d. The Fee for Service was:
- e. I am: (3) registered California process server
  - (i) Independent Contractor
  - (ii) Registration No.: 5141
  - (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011



ORIGINAL

SUM-100

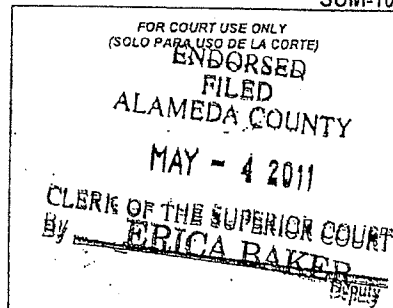
# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Individual and Representative Plaintiff Siddharth Hariharan



**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número de Caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court  
(Secretario) ERICA BAKER Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify):  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):

# **EXHIBIT I**



Attorney or Party without Attorney: JOSEPH R. SAVERI, (SBN 130064) LIEFF, CABRASER, HEIMANN & BERNSTEIN 275 BATTERY STREET 29TH FLOOR SAN FRANCISCO, CA 94111 Telephone No: (415) 956-1000				For Court Use Only  <b>FILED</b> ALAMEDA COUNTY MAY 10 2011 CLERK OF THE SUPERIOR COURT By <i>[Signature]</i> Deputy	
Attorney for: Plaintiff				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT					
Plaintiff: SIDDHARTH HARIHARAN Defendant: ADOBE SYSTEMS INC, et al					
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>		Hearing Date:	Time:	Dept/Div:	Case Number: RG-11574066

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
- a. Party served: INTUIT INC.  
 b. Person served: RHONDA TUCK, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT.
- Address where the party was served: 2730 GATEWAY OAKS DRIVE  
SUITE 100  
SACRAMENTO, CA 95833
- I served the party:  
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 1:04PM
- The "Notice to the Person Served" (on the Summons) was completed as follows:  
 on behalf of: INTUIT INC.  
 Under CCP 416.10 (corporation)

- Person Who Served Papers:  
 a. Sherry Shada



1814 "J" Street  
 Sacramento, CA 95814  
 Telephone (916) 444-5111  
 Fax (916) 443-3111  
 www.firstlegallnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

- The Fee for Service was:
- I am: (3) registered California process server
  - Independent Contractor
  - Registration No.: 2010-88
  - County: Sacramento

- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date: Thu, May. 05, 2011.

Judicial Council Form POS-010  
 Rule 2.150, (a) & (b) Rev January 1, 2007

PROOF OF SERVICE  
 SUMMONS & COMPLAINT

*[Signature: Sherry Shada]*  
 Sherry Shada  
 6672733.licca.364583

# **EXHIBIT J**



\*9400517\*

For Court Use Only

Attorney or Party without Attorney:

JOSEPH R. SAVERI, (SBN 130064)  
LIEFF, CABRASER, HEIMANN & BERNSTEIN  
275 BATTERY STREET  
29TH FLOOR  
SAN FRANCISCO, CA 94111  
Telephone No: (415) 956-1000

**FILED**  
ALAMEDA COUNTY

MAY 10 2011

Attorney for: Plaintiff

Ref. No. or File No.:

Insert name of Court, and Judicial District and Branch Court:

ALAMEDA COUNTY SUPERIOR COURT

CLERK OF THE SUPERIOR COURT

Plaintiff: SIDDHARTH HARIHARAN

Defendant: ADOBE SYSTEMS INC, et al

Deputy

**PROOF OF SERVICE  
SUMMONS & COMPLAINT**

Hearing Date:

Time:

Dept/Div:

Case Number:

RG-11574066

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: LUCASFILM LTD  
b. Person served: DAVID ANDERMAN, AGENT FOR SERVICE.
4. Address where the party was served: ONE LETTERMAN DRIVE  
BUILDING B  
SAN FRANCISCO, CA 94129
5. I served the party:  
b. by substituted service. On: Wed., May. 04, 2011 at: 2:31PM by leaving the copies with or in the presence of:  
DESIREE ALINEA, AUTHORIZED TO ACCEPT SERVICE  
(1) (Business) a Person in charge at least 18 years of age apparently in charge of the office or usual place of business of the person served. I informed him or her of the general nature of the papers.  
(4) A declaration of mailing is attached.
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
on behalf of: LUCASFILM LTD  
Under CCP 416.10 (corporation)

## 7. Person Who Served Papers:

a. Ben Gates



1138 Howard Street  
San Francisco, CA 94103  
Telephone (415) 626-3111  
Fax (415) 626-1331  
www.firstlegallnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. The Fee for Service was:

e. I am: (3) registered California process server

(i) Independent Contractor

(ii) Registration No.: 756

(iii) County: Contra Costa

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

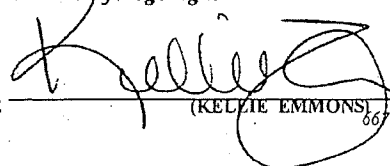
Date: Thu, May. 05, 2011

Attorney or Party without Attorney: JOSEPH R. SAVERI, (SBN 130064) LIEFF, CABRASER, HEIMANN & BERNSTEIN 275 BATTERY STREET 29TH FLOOR SAN FRANCISCO, CA 94111 Telephone No: (415) 956-1000 FAX No:		For Court Use Only	
Attorney for: Plaintiff		Ref. No or File No.:	
Insert name of Court, and Judicial District and Branch Court: ALAMEDA COUNTY SUPERIOR COURT			
Plaintiff: SIDDHARTH HARIHARAN Defendant: ADOBE SYSTEMS INC, et al			
<b>PROOF OF SERVICE</b> <b>By Mail</b>		Hearing Date:	Time:
		Dept/Div:	Case Number: RG-11574066

- I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.
- I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
- By placing a true copy of each document in the United States mail, in a sealed envelope by First Class mail with postage prepaid as follows:
  - Date of Mailing: Thu., May. 05, 2011
  - Place of Mailing: SAN FRANCISCO, CA 94103
  - Addressed as follows: LUCASFILM LTD  
ONE LETTERMAN DRIVE  
BUILDING B  
SAN FRANCISCO, CA 94129
- I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on Thu., May. 05, 2011 in the ordinary course of business.
- Person Serving:
  - KELLIE EMMONS
  - FIRST LEGAL SUPPORT SERVICES  
1138 HOWARD ST.  
SAN FRANCISCO, CA 94103
  - 415-626-3111
  - The Fee for Service was: Recoverable Cost Per CCP 1033.5(a)(4)(B)
  - I am: Not a Registered California Process Server

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011

  
(KELLIE EMMONS)  
6672732.liccd.364582

ORIGINAL

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Individual and Representative Plaintiff Siddharth Hariharan

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED  
FILED  
ALAMEDA COUNTY

MAY - 4 2011

CLERK OF THE SUPERIOR COURT  
By ERICA BAKER Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse

1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court

(Secretario)

ERICA BAKER

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify):

4. ☒ by personal delivery on (date):

# EXHIBIT K



Attorney or Party without Attorney:

JOSEPH R. SAVERI, (SBN 130064)  
LIEFF, CABRASER, HEIMANN & BERNSTEIN  
275 BATTERY STREET  
29TH FLOOR  
SAN FRANCISCO, CA 94111  
Telephone No: (415) 956-1000

Attorney for: Plaintiff

Ref. No. or File No.:

Insert name of Court, and Judicial District and Branch Court:

ALAMEDA COUNTY SUPERIOR COURT

Plaintiff: SIDDHARTH HARIHARAN

Defendant: ADOBE SYSTEMS INC, et al



**FILED**  
ALAMEDA COUNTY

MAY 10 2011

CLERK OF THE SUPERIOR COURT  
By Deputy

**PROOF OF SERVICE  
SUMMONS & COMPLAINT**

Hearing Date:

Time:

Dept/Div:

Case Number:

RG-11574066

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT FOR VIOLATIONS; CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM; CASE MANAGEMENT STATEMENT; STIPULATION AND ORDER TO ATTEND ADR AND DELAY FIRST CASE MANAGEMENT CONFERENCE 90 DAYS; ADR INFORMATION PACKAGE.
3. a. Party served: PIXAR  
b. Person served: JAMES KENNEDY, AGENT FOR SERVICE
4. Address where the party was served: 1200 PARK AVENUE  
EMERYVILLE, CA 94608
5. I served the party:  
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Wed., May. 04, 2011 (2) at: 3:10PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
on behalf of: PIXAR  
Under CCP 416.10 (corporation)

7. Person Who Served Papers:

a. Raimundo Carvalho



1138 Howard Street  
San Francisco, CA 94103  
Telephone (415) 626-3111  
Fax (415) 626-1331  
www.firstlegallnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. The Fee for Service was:

e. I am: (3) registered California process server

(i) Independent Contractor

(ii) Registration No.: 2005-0000968-00

(iii) County: San Francisco

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, May. 05, 2011

ORIGINAL

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc.,  
Lucasfilm Ltd., Pixar, and Does 1-100

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Individual and Representative Plaintiff Siddharth Hariharan

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ENDORSED  
FILED  
ALAMEDA COUNTY

MAY - 4 2011

CLERK OF THE SUPERIOR COURT  
By ERICA BAKER  
Deputy

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The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Courthouse  
1225 Fallon Street  
Oakland, CA 94612

CASE NUMBER  
(Número del caso):

11574066

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Joseph R. Saveri, Lieff Cabraser, 275 Battery St., 29th Fl., San Francisco, CA 94111-3339; (415) 956-1000

DATE: May 4, 2011  
(Fecha)

Pat S. Sweeten

Executive Officer/Clerk of the Superior Court

(Secretario)

ERICA BAKER

Deputy  
(Adjunto)

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(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

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3. ☒ on behalf of (specify):  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☒ by personal delivery on (date):

# **EXHIBIT L**

# Presidio of San Francisco

## Recreation Map

### Welcome to the Presidio of San Francisco

Whether you have an hour, a day, or a year, the Presidio offers endless attractions. With this map to guide you, explore on foot, by bicycle, or on the Presidio shuttle bus system. Enjoy the Presidio!

### Help Protect the Park's Resources

The Presidio is a national park because of its rich cultural and natural heritage. Please protect sensitive plant communities, waterbird protection areas, and fragile historic structures. Stay on established trails and out of fenced areas. Dog walkers must obey regulations and pick up after their pets.

### Accessibility

The Main Post and the Golden Gate Promenade are wheelchair accessible, as are buildings open to the public.

### Emergency

Call 911 or call 561-5658 (U.S. Park Police)

### Visitor Information

Presidio Visitor Center (415) 561-4323, call for open days or visit: [www.nps.gov/psf](http://www.nps.gov/psf)

Fort Point (415) 556-1693, call for open days or visit: [www.nps.gov/fopo](http://www.nps.gov/fopo)

National Park Service  
Department of the Interior

Golden Gate  
National Recreation Area

**2** VISITOR INFORMATION

**10** RESTROOM

**11** FOOD SERVICE

**12** PICNIC AREA

**13** VISTA POINT

**14** HIKING/WALKING TRAIL

**15** NATURE VIEWING AREA

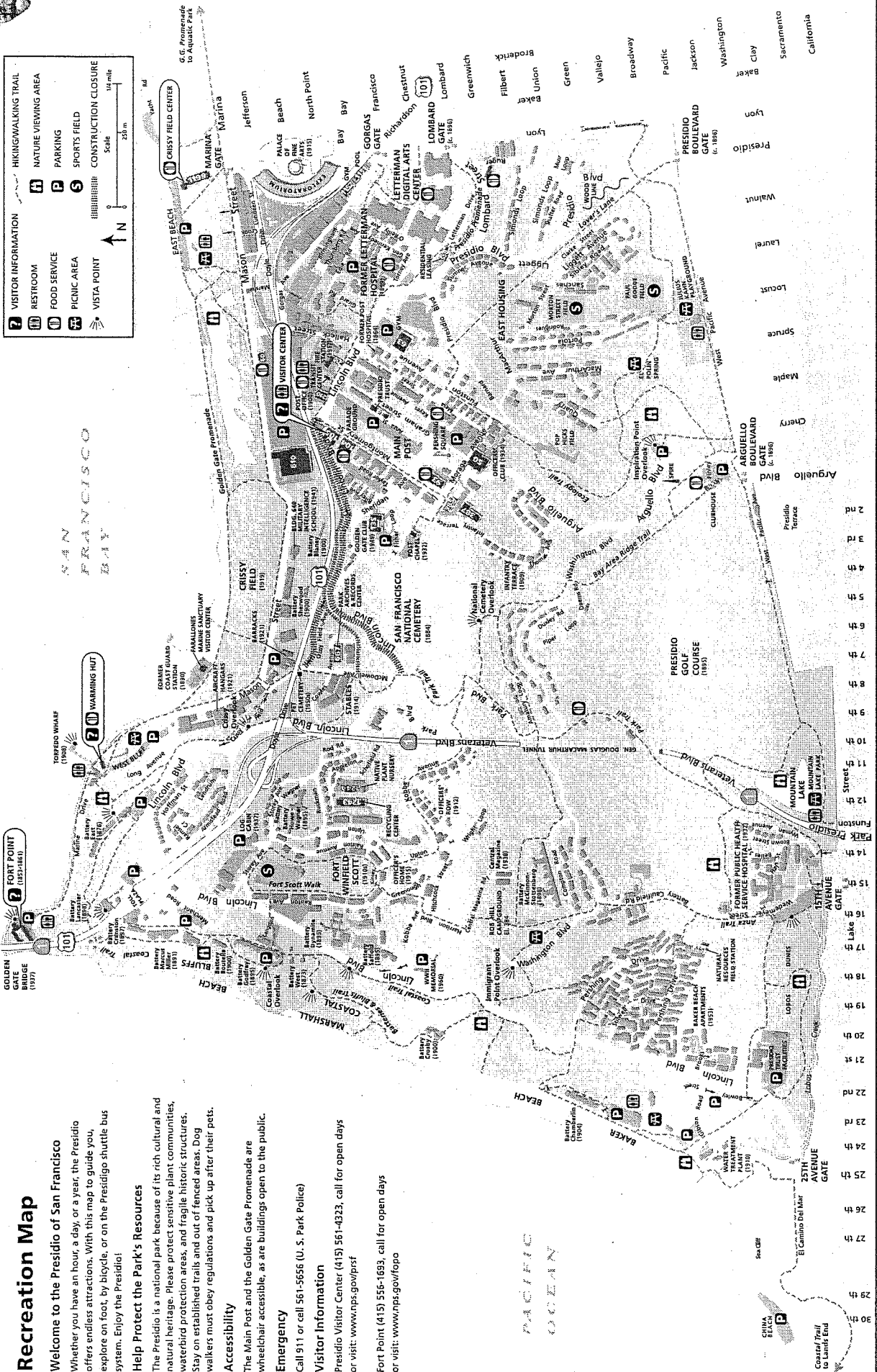
**16** PARKING

**17** SPORTS FIELD

**18** CONSTRUCTION CLOSURE

Scale: 0 100 m / 0 100 ft

North Arrow



EXPERIENCE YOUR AMERICA

[www.nps.gov/goga](http://www.nps.gov/goga)