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8 Attorneys for Defendants
HP Inc. (formerly known as Hewlett-Packard
9 Company) and Enterprise Services LLC (formerly
known as HP Enterprise Services, LLC)
10

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA
13 SAN DIEGO DIVISION
14

15 BRYANT FONSECA, an individual,
on behalf of himself and all others
16 similarly situated, and on behalf of the
general public,

17 Plaintiff,
18

19 v.

20 HEWLETT-PACKARD COMPANY,
a Delaware Corporation; HP
ENTERPRISE SERVICES, LLC, a
21 Delaware Limited Liability Company;
HP, INC., a Delaware corporation; and
22 DOES 1-100, inclusive,

23 Defendants.
24

Case No. '18CV0071 RTB BLM

(San Diego Superior Court Case No. 37-
2017-00045630-CU-WT-CTL)

**NOTICE TO FEDERAL COURT OF
REMOVAL OF CIVIL ACTION
FROM STATE COURT PURSUANT
TO 28 U.S.C. SECTIONS 1331,
1367(a), 1441, AND 1446 [FEDERAL
QUESTION]**

25
26 Pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, Defendants HP Inc.
27 (formerly known as Hewlett-Packard Company) and Enterprise Services LLC
28 (formerly known as HP Enterprise Services, LLC) (collectively, “Defendants”) give

1 notice of the removal of this action to the Court from the Superior Court in the State
2 of California in the County of San Diego. The basis for removal is set forth below.

3 **I. STATE-COURT ACTION**

4 1. On November 29, 2017, Plaintiff Bryant Fonseca (“Fonseca”) filed a
5 class-action styled complaint asserting the following causes of action: (1) disparate
6 treatment age discrimination in violation of California Government Code section
7 12940(a); (2) disparate impact age discrimination in violation of California
8 Government Code sections 12940(a) and 12941; (3) wrongful termination in violation
9 of public policy; (4) failure to prevent discrimination; (5) violation of the Cartwright
10 Act; (6) violation of California Business and Professions Code section 16600; and (7)
11 unfair competition in violation of California Business and Professions Code section
12 17200, *captioned BRYANT FONSECA, an individual, on behalf of himself and all*
13 *others similarly situated, and on behalf of the general public v. HEWLETT-*
14 *PACKARD COMPANY, a Delaware Corporation; HP ENTERPRISE SERVICES,*
15 *LLC, a Delaware Limited Liability Company; HP, Inc., a Delaware corporation; and*
16 *DOES 1-100, inclusive*, Case No. 37-2017-00045630-CU-WT-CTL (the “California
17 Action”). A true copy of Fonseca’s Complaint in the California Action is attached to
18 this Notice of Removal as **Exhibit A**. Defendants incorporate the Complaint’s
19 allegations by reference without admitting the allegations’ truth.

20 2. The Complaint also names as defendants “DOES 1 to 100.” Defendants
21 are informed and believe and on that basis allege that none of the fictitiously named
22 defendants has been served with a Summons and a copy of the Complaint. The
23 fictitiously named defendants are therefore not parties to the above-captioned action
24 and need not join or consent to Defendants’ notice of removal. See *Salveson v.*
25 *Western States Bankcard Ass’n*, 731 F.2d 1426, 1429 (9th Cir. 1984) (holding named
26 defendants not yet served in state court action need not join the notice of removal).
27 Pursuant to 28 U.S.C. § 1446(b)(2)(A), all Defendants consent to the removal of this
28 action.

II. TIMELINESS OF REMOVAL

3. On December 14, 2017, Plaintiff Fonseca served Defendants. (Declaration of Khatereh S. Fahimi (“Fahimi Decl.”), ¶ 3, Ex. C.) Because this Notice of Removal is filed within thirty days of Defendants having first received service of the Summons and Complaint, it is timely filed under 28 U.S.C. § 1446(b)(1).

III. FEDERAL-QUESTION JURISDICTION EXISTS UNDER SECTION 1331

4. The Court has original jurisdiction under 28 U.S.C. § 1331 because the allegations in the Complaint present claims completely preempted by the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001 et seq., as amended.

5. At issue in the current Complaint is Defendants’ Workforce Reduction (“WFR”) Plan.¹ “The purpose of the [WFR] Plan is to provide income replacement benefits to certain employees who incur an involuntary termination of employment.” Declaration of Kim Ortolani (“Ortolani Decl.”), Ex. A p. A-6. “This Plan is intended to be an employee welfare benefit plan within the meaning of ERISA Section 3(1) and Section 2510.3-1 of the regulations issued thereunder, as the total of all payments will in no event exceed two times the Participant’s annual compensation during the year immediately preceding his or her termination; and all payments under the Plan shall be completed within 24 months of the Participant’s Termination Date” *Id.* at A-14.

6. Specifically, as part of his Sixth and Seventh causes of action, Fonseca alleges that the Defendants violated Business and Professions Code sections 16600 and 17200, et seq. by conditioning severance payments offered as part of Defendants’ WFR Plan on future employment, namely denying severance payments to those employees who later obtained employment with Defendants’ competitors. However, a claim that benefits provided for under an ERISA plan have been improperly denied or

¹ While not at issue in the current removal, it should be noted that Plaintiff was an employee of HP Inc. at the time of his termination. Ortolani Decl. ¶ 2.

1 conditioned on improper criteria is a claim that can only be brought under ERISA.

2 7. As relevant herein, an employee welfare benefit plan under ERISA is:

3 [A]ny plan, fund, or program ... established or maintained by an
 4 employer ..., to the extent such plan, fund or program was established or
 5 is maintained for the purpose of providing for its participants ... (A) ...
 benefits in the event of ... unemployment ..., or (B) any benefit
 described in section 186(c) of this title [other than pensions].

6 (29 U.S.C. §1002(1).) The benefits listed in Section 186(c) [29 U.S.C. §186(c)]
 7 includes “severance” benefits, and as the U.S. Supreme Court has declared: “plans to
 8 pay employees severance benefits, which are payable only upon termination of
 9 employment, are employee welfare benefit plans.” *Massachusetts v. Morash*, 490 U.S.
 10 107, 116, (1989). As such, there is no doubt that the WFR is an ERISA plan.

11 8. In short, Fonseca seeks to hold Defendants liable for alleged state
 12 statutory claims based upon the Plan’s administration. (Ex. A ¶¶ 35, 53, 54, 56, 59-
 13 62.)

14 9. Because Fonseca seeks to hold Defendants liable for alleged conduct
 15 directly related to Plan administration, his state statutory-law claims are properly
 16 characterized as arising under ERISA. *See* 29 U.S.C. § 1132(a)(1)(B) (ERISA
 17 provides a civil enforcement mechanism for denial of benefits and clarification of
 18 rights under a plan); *Metro. Life Ins. Co. v. Taylor*, 481 U.S. 58, 65 (1987).

19 10. ERISA is intended to ensure that employee benefit plan regulation
 20 remains “exclusively a federal concern.” *Aetna Health Inc. v. Davila*, 542 U.S. 200,
 21 209 (2004); *see also* 29 U.S.C. § 1132(a). Accordingly, ERISA preempts “any state-
 22 law cause of action that duplicates, supplements, or supplants the ERISA civil
 23 enforcement remedy.” *Davila*, 542 U.S. at 209.

24 11. Complete preemption prevents a plaintiff from avoiding removal by
 25 omitting necessary federal questions in her pleadings. *Metro. Life Ins.*, 481 U.S. at 65.
 26 Thus, actions remain removable even when no federal question appears on the face of
 27 a plaintiff’s complaint. *See id.* Claims that fall within the scope of the civil
 28 enforcement provisions of ERISA are removable to federal court and properly re-

1 characterized as ERISA claims. *Id.* at 67.

2 12. When “Congress so completely preempts a particular area [of law] that
3 any civil complaint raising this select group of claims is necessarily federal in
4 character,” removal is proper. *See Stewart v. U.S. Bancorp*, 297 F.3d 953, 958 (9th
5 Cir. 2002) (internal quotation and citation omitted). Here, Fonseca’s claims result
6 from his participation in an ERISA plan. The Court has federal-question jurisdiction
7 when the legal duty implicated is dependent upon an ERISA plan. *Marin Gen. Hosp.*
8 *v. Modesto & Empire Traction Co.*, 581 F.3d 941, 945 (9th Cir. 2009) (citation
9 omitted).

10 13. More specifically, state-law claims are completely preempted when they
11 meet the “*Davila* test.” *Davila*, 542 U.S. at 210. This test asks (1) whether the
12 plaintiff could have brought its claim under ERISA § 502(a) and (2) whether no other
13 independent legal duty supports the plaintiff’s claim. *Marin Gen. Hosp.*, 581 F.3d at
14 946 (citation omitted). Fonseca’s Complaint meets both prongs of the *Davila* test.

15 14. As it relates to the first prong, Fonseca’s claim for equitable relief
16 pertaining to the WFR Plan could have been brought under Section 502(a). Section
17 502(a) provides, in pertinent part: “A civil action may be brought ... (3) by a
18 participant, beneficiary, or fiduciary (A) to enjoin any act or practice which violates
19 any provision of this subchapter or the terms of the plan, or (B) to obtain other
20 appropriate equitable relief (i) to redress such violations or (ii) to enforce any
21 provisions of this subchapter or the terms of the plan.” 29 U.S.C. § 1132(a)(3)
22 (emphasis added). “The civil enforcement provisions of ERISA, codified in §1132(a),
23 are ‘the exclusive vehicle for actions by ERISA-plan participants and beneficiaries
24 asserting improper processing of a claim for benefits.” *Gabriel v. Alaska Elec.*
25 *Pension Fund*, 773 F.3d 945, 953 (9th Cir. 2014) (quoting *Pilot Life Ins. Co. v.*
26 *Dedeaux*, 481 U.S. 41, 52 (1987)).

27 15. As it relates to the second prong, “[t]he question under the second prong
28 of *Davila* is whether ‘there is no other independent legal duty that is implicated by a

defendant's actions.” *Marin*, 581 F.3d at 949 (quoting *Davila*, 542 U.S. at 210). “If there is some other independent legal duty beyond that imposed by an ERISA plan, a claim based on that duty is not completely preempted under § 502(a)[].” *Id.* Here, any duty HP Inc. had to pay Fonseca a severance payment exists solely due to the existence of the Plan, and not due to any independent legal obligation. Ortolani Decl., ¶ 3, Exhs. A-C.

16. United States District Courts have exclusive jurisdiction over civil actions brought by a plan participant or beneficiary to enforce their rights arising under ERISA. 29 U.S.C. § 1132(e).

17. Therefore, pursuant to 28 U.S.C. § 1331, the California Action is within the federal-question jurisdiction of the United States District Court.

18. For the reasons stated above, pursuant to 28 U.S.C. § 1441(a), the California Action is removable to the Court.

IV. SUPPLEMENTAL JURISDICTION

19. To the extent ERISA does not preempt any portion of Fonseca's Complaint, pursuant to 28 U.S.C. § 1367(a), the Court has supplemental jurisdiction over such claims.

V. VENUE

20. Venue is proper in this Court pursuant to 28 U.S.C. §§ 84(d), 1391, and 1446 because it was originally filed in San Diego Superior Court, located within the District of the Court.

VI. PLEADINGS ATTACHED

21. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the Complaint is attached as **Exhibit A** and copies of the process, pleadings, and orders served and filed in the California Action are attached as **Exhibit B**. The attached exhibits constitute all process, pleadings and orders served upon Defendants or filed or received in this action by Defendant. Fahimi Decl. ¶¶ 2-4. To Defendants' knowledge, no other proceedings have been conducted or scheduled in this action. (*Id.*)

1 **VII. PLAINTIFF AND STATE COURT TO BE NOTICED**

2 22. Pursuant to 28 U.S.C. § 1446(d), Defendants will promptly provide
3 written notice to Fonseca of the removal in this action and will promptly file a copy of
4 this Notice of Removal in the California Action. Fahimi Decl., ¶5.

5 **VIII. CONCLUSION**

6 For the reasons discussed above, Defendants remove this action from the
7 Superior Court in the State of California in the County of San Diego to the United
8 States District Court for the Southern District.

9 Dated: January 11, 2018

LITTLER MENDELSON, P.C.

11 By: s/Khatereh S. Fahimi

12 JODY A. LANDRY
13 KHATEREH S. FAHIMI
14 CHRISTINA HAYES
15 Attorneys for Defendants
16 HP Inc. (formerly known as Hewlett-
17 Packard Company) and Enterprise
18 Services LLC (formerly known as HP
19 Enterprise Services, LLC)

16 Firmwide:152168270.2 086660.1015

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Bryant Fonseca, an individual on behalf of himself and all others, et al.

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jeffrey L Hogue, CSB 234557; Tyler J. Belong, CSB 234543
HOGUE & BELONG, 170 Laurel Street
San Diego, CA 92101; (619) 238-4720; jhogue@hoguebelonglaw.com

DEFENDANTS

Hewlett-Packard Company; HP Enterprise Services, LLC; HP, Inc.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Jody A. Landry, CSB 125743; Khatereh S. Fahimi, CSB 252152
LITTLER MENDELSON, P.C., 501 West Broadway, Suite 900
San Diego, CA 92101; (619) 232-0441; sfahimi@littler.com

'18CV0071 RTB BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District
- ☐ 6 Multidistrict Litigation-Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001 et seq.

Brief description of cause:

Plaintiff alleges age discrimination, antitrust and non-compete claims in connection with severance plan

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Edward J. Davila

DOCKET NUMBER 5:16-cv-04775

DATE 1/11/18

SIGNATURE OF ATTORNEY OF RECORD s/ Khatereh S. Fahimi

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____



EXHIBIT A

EXHIBIT A

1 JEFFREY L. HOGUE (SBN 234557)
2 TYLER J. BELONG (SBN 234543)
3 ERIK A. DOS SANTOS (SBN 309998)
4 **HOGUE & BELONG**
5 170 Laurel Street
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9 Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/29/2017 at 03:21:14 PM

Clerk of the Superior Court
By Bruce Follis, Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO—CENTRAL**

12 BRYANT FONSECA, an individual, on
13 behalf of himself and all others similarly
14 situated, and on behalf of the general public,

15 Plaintiff,

16 vs.

17 HEWLETT-PACKARD COMPANY, a
18 Delaware Corporation; HP ENTERPRISE
19 SERVICES, LLC, a Delaware Limited
20 Liability Company; HP, Inc., a Delaware
21 corporation; and DOES 1-100, inclusive.

22 Defendants.

CASE NO.: 37-2017-00045630-CU-WT-CTL

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- 1) **DISPARATE TREATMENT –
CALIFORNIA
GOVERNMENT CODE §
12940(a)**
- 2) **DISPARATE IMPACT –
CALIFORNIA
GOVERNMENT CODE §§
12940(A), 12941;**
- 3) **WRONGFUL TERMINATION
IN VIOLATION OF PUBLIC
POLICY;**
- 4) **FAILURE TO PREVENT
DISCRIMINATION;**
- 5) **VIOLATION OF THE
CARTWRIGHT ACT –
CALIFORNIA BUSINESS
AND PROFESSIONS CODE §§
16270, et seq.**
- 6) **VIOLATION OF
CALIFORNIA BUSINESS
AND PROFESSIONS Code §§
16600 et seq.**
- 7) **UNFAIR COMPETITION –
CALIFORNIA BUSINESS &
PROFESSIONS CODE §§
17200, et seq.**

DEMAND FOR JURY TRIAL

1 Bryant Fonseca (“Fonseca” or “Plaintiff”), individually and on behalf of all others
2 similarly situated, allege the following:

3 4 **INTRODUCTION**

5 1. This class action is brought by Plaintiff, on behalf of himself, and on behalf of
6 all others similarly situated, and on behalf of the general public against Hewlett-Packard
7 Company, a Delaware corporation and its successors, HP Enterprise Services, LLC, a Delaware
8 Limited Liability Company, and HP Inc., a Delaware corporation (collectively, “HP”). Plaintiff
9 alleges on information and belief, except for information on personal knowledge, as follows.

10 2. Plaintiff petitions this Court to allow him to represent and prosecute claims
11 against HP in class action proceedings on behalf of all those similarly situated who are residing
12 in the State of California.

13 **THE PARTIES**

14 3. At all material times, Mr. Fonseca was a resident of the County of San Diego in
15 the State of California. At all material times, Mr. Fonseca was the employee of HP within the
16 meaning of California Government Code section 12940.

17 4. At all material times, HP conducted business within the County of San Diego.
18 HP’s headquarters and principal place of business are located in the city of Palo Alto,
19 California. Palo Alto is the location where HP directs, controls, and coordinates its business
20 operations.

21 5. The true names and capacities, whether individual, corporate, partnership,
22 associate or otherwise of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff
23 who therefore sues these defendants by such fictitious names under California Code of Civil
24 Procedure section 474. Plaintiff will either seek leave to amend this Class Action Complaint or
25 file a DOE statement to allege the true names and capacities of DOES 1 through 100, inclusive,
26 when the same are ascertained. The DOE defendants together with HP are collectively referred
27 to herein as “Defendants.”
28

1 6. Plaintiff is informed and believes, and thereon alleges, that Defendants are each
2 responsible in some manner for one or more of the events and happenings that proximately
3 caused the injuries and damages hereinafter alleged.

4 7. Plaintiff is informed and believes, and thereon alleges, that Defendants
5 knowingly and willfully acted in concert, conspired together and agreed among themselves to
6 enter into a combination and systemized campaign of activity to cause the injuries and damages
7 hereinafter alleged, and to otherwise consciously and or recklessly act in derogation of the
8 rights of Plaintiff, the Age Discrimination Class (defined below), and the Antitrust Class
9 (defined below). Defendants further violated the trust reposed by Plaintiff, the Age
10 Discrimination Class, and the Antitrust Class by their negligent and or intentional actions. Said
11 conspiracy, and Defendants' concerted actions, were such that, on information and belief, and
12 to all appearances, Defendants represented a unified body so that the actions of one defendant
13 was accomplished in concert with, and with knowledge, ratification, authorization and approval
14 of each and every other defendant.

15 8. Plaintiff is informed and believes and thereon alleges, that each and every
16 defendant named in this Class Action Complaint, including DOES 1 through 100, inclusive, is,
17 and at all times mentioned herein was, the agent, servant, alter ego, and or employee of each of
18 the other defendants and that each defendant was acting within the course of scope of his, her or
19 its authority as the agent, servant and or employee of each of the other defendants.
20 Consequently, each and every defendant is jointly and severally liable to Plaintiff, the Age
21 Discrimination Class, and the Antitrust Class for the damages sustained as a proximate result of
22 their conduct.

23 9. At all times herein mentioned, the Defendants, and each of them, were members
24 of, and engaged in, a joint venture, partnership and common enterprise, and acted within the
25 course and scope of said agency, employment, and enterprise. Defendants operate as a single
26 enterprise to transact their business through unified operation and common control. At all times
27 herein mentioned, the acts and omissions of various Defendants, and each of them, concurrently
28 contributed to the various acts and omissions of each and every one of the other Defendants in

1 proximately causing the wrongful conduct, harm, and damages alleged here

2 10. At all times herein mentioned, Defendants, and each of them, approved,
3 condoned and/or otherwise ratified each and every one of the acts or omissions complained of
4 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the
5 acts and omissions of each and every one of the other Defendants, thereby proximately causing
6 the damages as herein alleged.

7 **JURISDICTION AND VENUE**

8 11. This Court has subject matter jurisdiction over this action pursuant to the
9 California Constitution, Article VI, section 10, which grants the Superior Court, "Original
10 Jurisdiction in all causes except those given by statute to other courts." The causes of action
11 alleged herein are not reserved for any court other than the Superior Court of California.
12 Additionally, the statutes under which this action is brought do not specify any other basis for
13 jurisdiction.

14 12. This Court has jurisdiction over each of the defendants because upon
15 information and belief, each defendant is either a citizen of California, has sufficient minimum
16 contacts in California, or otherwise intentionally avails itself of the California market so as to
17 render the exercise of jurisdiction over it by the California courts consistent with traditional
18 notions of fair play and substantial justice.

19 13. Venue as to HP is proper in this judicial district under California Code of Civil
20 Procedure sections 395(a) and 395.5 as a portion of the acts complained of herein occurred in
21 the County of San Diego. The injuries to Plaintiff occurred in the County of San Diego. HP
22 either owns, maintains offices, transacts business, has an agent or agents within the County of
23 San Diego, or otherwise is found within the County of San Diego. Further, Plaintiff was
24 employed by HP in the County of San Diego.

25
26 **ADMINISTRATIVE PREREQUISITES**

27 14. On November 3, 2017, Mr. Fonseca filed a charge against HP with the
28 Department of Fair Employment and Housing ("DFEH") concerning HP's policy that targeted

1 himself and other employees aged 40 years and older through a pattern and practice of unlawful
 2 terminations. The DFEH issued Mr. Fonseca an immediate right-to-sue letter. (*See* Exhibit A.)

3 4 5 **FACTUAL ALLEGATIONS**

6 **Bryant Fonseca was a Talented and Experienced Employee that had Loyal Service at HP for More Than 35 Years.**

7
8 15. Mr. Fonseca is currently 55 years old.

9 16. Mr. Fonseca was employed by HP for nearly 36 years. He worked out of HP's
 10 San Diego site, located in Rancho Bernardo.

11 17. Mr. Fonseca first worked for HP as a part of a summer program while he was in
 12 high school in 1978. For most of his career, Mr. Fonseca worked in the "CHIL" work group,
 13 where his title was "Procurement Ops Associate V." The CHIL group conducted research and
 14 development related to HP's all-in-one printers. Mr. Fonseca would work with vendors in order
 15 to obtain all supplies that the group required.

16 18. Over time, Mr. Fonseca's responsibilities began to increase dramatically. Mr.
 17 Fonseca became an expert at using the SAP program – a business software program that makes a
 18 business's purchasing department run more efficiently. Mr. Fonseca later became classified as
 19 a "SAP Super User."

20 19. In approximately August 2016, the CHIL work group was dissolved, and Mr.
 21 Fonseca began to work in an engineering support group.

22 23 **HP's Employees Were Older, More Experienced, and Therefore More Expensive Than the Employees at HP's Competitors.**

24
25 20. In 2012, the median age of HP's workforce was 39 years old, the oldest in the
 26 tech industry. With one-half of its workforce over the age of 39, HP's labor costs were higher
 27 than other tech companies. HP employees with 10-19 years of experience are paid an average
 28 of just over \$97,000 annually while employees with 20 or more years of experience are paid an
 average of just over \$110,000 annually. By contrast, HP employees with less than 1 year of

1 experience are paid an average of just over \$64,000 while employees with 1-4 years of
 2 experience are paid an average of just over \$65,000.

3
 4 **HP's Workforce Reduction Plan Sought to Replace Older, Experienced Employees
 5 with Younger, Cheaper Ones.**

6 21. On or about early 2012, HP implemented its "2012 U.S. Workforce Reduction
 7 Plan" ("Workforce Reduction Plan"), which was a scheme to terminate its older, higher paid
 8 employees and replace them with younger, lower paid employees. HP's Workforce Reduction
 9 Plan involuntarily terminates employees on a rolling basis. Although HP's Workforce
 10 Reduction Plan purports to lay off employees on a neutral basis, it actually is a companywide
 11 practice that disproportionately targets employees who are 40 years of age or older – a protected
 12 class – for termination.

13 22. HP has stated that its purpose in instituting the Workforce Reduction Plan was to
 14 realign its "organization to further stabilize the business and create more financial capacity to
 15 invest in innovation, but it's not enough. If [HP is] to position [itself] as the industry leader for
 16 the future, then [HP] must take additional actions that, while tough, are necessary to move [its]
 17 business forward. These actions include a reduction in [HP's] global workforce."
 18 On October 9, 2013, HP's then-CEO Meg Whitman described HP's staffing objectives at the
 19 company's "Hewlett-Packard Securities Analyst Meeting". **Whitman explained that HP was**
 20 **aggressively seeking to replace older employees with younger employees.** On this topic,
 21 some of Whitman's comments include, but are not limited to:

- 22 • "... a question that is actually completely relevant for all large-cap IT
 23 companies, which is how do you keep up with this next generation of IT
 24 and how do you bring people into this company for whom it isn't
 something they have to learn, it is what they know."
- 25 • "... we need to return to a labor pyramid that really looks like a triangle
 26 where you have a lot of early career people who bring a lot of knowledge
 27 who you're training to move up through your organization, and then
 people fall out either from a performance perspective or whatever."
- 28 • "And over the years, our labor pyramid ... [has] become a bit more of a
 diamond. And we are working very hard to recalibrate and reshape our
 labor pyramid so that it looks like the more classical pyramid that you

1 should have in any company and particularly in ES. If you don't have a
 2 whole host of young people who are learning how to do delivery or
 learning how to do these kinds of things, you will be in real challenges."

- 3 • "So, this has a couple of things. One is we get the new style of IT strength
 4 and skills. It also helps us from a cost perspective . . . if your labor
 pyramid isn't the right shape, you're carrying a lot of extra cost. The truth
 5 is we're still carrying a fair amount of extra costs across this company
 because the overall labor pyramid doesn't look the way it should."
- 6 • "Now, that's not something that changes like that. Changing the shape of
 7 your labor pyramid takes a couple of years, but we are on it, and we're
 8 amping up our early career hiring, our college hiring. And we put in place
 an informal rule to some extent which is, listen, when you are replacing
 9 someone, really think about the new style of IT skills."

10 23. HP's CFO Cathie Lesjak ("Lesjak") explained the scheme as a way to
 11 proactively shift the makeup of HP's workforce towards low-level recent graduates:

12
 13 "And the way I think about the restructuring charge . . ., it's
 14 basically catching up. It's actually dealing with the sins of the past in
 which we have not been maniacally focused on getting the attrition out
 15 and then just agreeing to replace anyway and not thinking through it
 carefully and thinking through what types of folks we hire as replacements
 16 . . . We hire at a higher level than what we really need to do. And the
 smarter thing to do would be to prime the pipeline, bring in fresh new
 17 grads, and kind of promote from within as opposed to hiring a really
 experienced person that is going to be much more expensive."

18
 19 24. HP's Manager of Employee Relations for the Americas, Sheri Bowman,
 20 explained that it was critical for some HP organizations to reduce expenses, and one way they
 21 had done so was by changing the composition of their workforce:

22
 23 The focus within the different organizations has evolved a lot over the
 24 past four or five years because of the turnaround that we have been
 trying to achieve within the organization. And so there is a
 25 tremendous focus on increasing revenue, increasing client satisfaction
 to help increase revenue and reducing, you know, overall expenses.
 26 So that has just resulted in some organizations modifying their
 workforce to try to get to the right labor pyramid to achieve their
 27 business goals.

HP Executed the Workforce Reduction Plan That Targeted Older Employees.

25. In November 2015, HP was still persistently eliminating the jobs of older, age-protected employees, like Mr. Fonseca, and replacing them with younger employees. Ms. Whitman confirmed as much in her public statements intended to reach the ears of HP investors:

“That should be it. I mean, that will allow us to right size our enterprise services business to get the right onshore/offshore mix, to make sure that we have a labor pyramid with lots of young people coming in right out of college and graduate school and early in their careers. That’s an important part of the future of the company . . . This will take another couple of years and then we should be done.”

26. Consistent with HP’s strategy to eliminate the older members of its workforce in favor of younger workers, when selecting which employee to terminate under its Workforce Reduction Plan, HP’s goal is to single out those workers who it thinks “will not fit the bill long term in [the] team growing to [an advisory] position.”

27. Although purportedly neutral on their face, HP’s terminations under its Workforce Reduction Plan are actually targeted to eliminate older, age-protected workers in grossly disproportionate numbers. As of October 2015, a total of 1,765 out of 2,076 California-based employees who were terminated under HP’s Workforce Reduction Plan (or over 85%) are 40 years of age, or older.

28. HP’s Workforce Reduction Plan is implemented on a rolling basis. That is, it does not terminate HP’s employees all at once. But, it serves as a mechanism for HP to terminate members of a protected class of employees whenever it wants. Plaintiff is informed and believes that HP is *still* engaged in the systematic elimination of its age protected class of employees.

29. Also, HP implements its Workforce Reduction Plan to carefully avoid triggering a Workforce Adjustment and Retraining Notification (“WARN”) event. A WARN Act event is triggered when a covered establishment terminates 50 employees in the same geographic region at any one time. If a WARN Act event is triggered, the company must provide terminated employees

1 with at least 60 days' notice of his or her termination, and pay them for 60 days' worth of pay. HP
2 actively evades these requirements by not terminating 50 or more employees at any one time in the
3 same geographic area.

4 **HP's "Fake" Measures that Purportedly Helped Terminated Employees to Retain**
5 **Employment in a Different Capacity were Illusory.**

6 30. Theoretically, HP employees terminated under the Workforce Reduction Plan are
7 encouraged to apply for other jobs at HP through HP's 60-day "Preferential Rehire Period." A
8 termination is cancelled for any HP employee who is hired during this "Preferential Rehire
9 Period." While the Preferential Rehire Period is supposed to be neutral in its application, it is not
10 applied neutrally because it adversely impacts disproportionate numbers of age protected
11 employees. In fact, during the Preferential Rehire Period, HP's older employees are almost never
12 rehired. If an older employees are even offered a job, the job is rarely, if at all, comparable to the
13 one that employee held before he or she was terminated.

14 31. From the time that the Workforce Reduction Plan was implemented in 2012 until
15 approximately 2014, a terminated employee that was not rehired during the "Preferential Rehire
16 Period" became ineligible for 12 months following termination – according to HP's written policy.
17 Beginning in August 2014, employees terminated under the workforce reduction plan were made
18 completely ineligible for rehire despite continuing to be told that they could take advantage of the
19 Preferential Rehire Period. Simply put, the Preferential Rehire Period is a façade that masks the
20 systematic terminations of Defendants' older employees by making it appear as though HP was
21 interested in retaining these individuals.

22 32. Since August 2013, HP's Human Resources has incorporated written guidelines that
23 require HP to hire mostly younger employees. Specifically, those guidelines state: "New corporate
24 requisition policy requires 75% of all External hire requisitions be 'Graduate' or 'Early Career'
25 employees." Thus, age-protected employees who were terminated under the Workforce Reduction
26 Plan and who sought rehiring under the Preferential Rehiring Period, were fighting an uphill battle
27
28

1 against HP's inherent prerogative to hire a disproportionate percentage of younger "early career"
2 and "recent graduates".¹

3 33. Thus, available job postings included discriminatory language that made clear that
4 HP was looking for a "younger" employee to fill those available jobs. Accordingly, age-protected
5 employees were rejected for rehiring under the Preferential Rehire Period provision of the
6 Workforce Reduction Plan in disparately greater numbers than their younger peers who applied
7 either externally or pursuant to the Preferential Rehire Period provision.

8 34. HP also implemented an early retirement program in which employees of a certain
9 age and tenure are eligible to "voluntarily" retire early. If the employee does not choose voluntary
10 early retirement he or she may soon be unemployed. This retirement program presents age-
11 protected employees with a Hobson's choice: either participate in the voluntary retirement
12 program or risk being terminated under the Workforce Reduction Plan. The aforementioned
13 dilemma works to HP's advantage.

14 35. The Workforce Reduction Plan also deters the recipient from looking for jobs
15 from third party employers. Specifically, the Workforce Reduction Plan requires the employee
16 to notify his or her manager "immediately" upon acceptance of employment with a
17 "competitor" of HP, and the Workforce Reduction Plan further states: "If you accept a position
18 with a competitor during the WFR Redeployment Period, you will terminate your Plan
19 participation at that point you will not be eligible for the Cash Severance Pay."
20

21 **HP Has Deliberately Avoided Confronting the Reality that Its Policies**
22 **Disproportionately Impact Age Protected Employees.**

23 36. Older employees were well aware of the fact that many of their age-protected peers
24 had been selected for termination under the Workforce Reduction Plan. In the engineering support
25 group, older employees would advise each other not to disclose their age or how long they had
26

27
28 ¹ Notably, the Equal Employment Opportunity Commission views the use of "new grad"
and "recent grad" in job notices to be illegal because it discourages older applicants from
applying.

1 worked at HP in order to avoid being selected for termination under the Workforce Reduction
2 Program.

3 37. HP has an “Adverse Impact Team” that evaluates various HP employment practices
4 to determine whether or not those practices impact a significant number or percentage of a
5 particular protected class of employees. Although HP has an “Adverse Impact Team,” for
6 unknown reasons, it does not investigate the facts related to whether or not the Workforce
7 Reduction Plan adversely affects a class of *age* protected employees disproportionately.

8 38. According to its “HP 2016 Sustainability Report,” HP provides workforce data
9 regarding its diversity in the United States, but tellingly provides no facts about its age-
10 protected workforce data.

11 39. On or about February 2017, HP set forth a “diversity mandate” when it hires
12 outside attorneys to defend it from lawsuits. If a law firm does not fit HP’s selective “diversity”
13 requirements then it can withhold ten percent (10%) of the firm’s attorneys’ fees. Tellingly,
14 “age” is not one of the criteria or factors included in this “diversity mandate.” This omission
15 further evidences HP’s devaluation of age-protected class of persons.

16 40. Consequently, since July 2012 there have been approximately *forty* age
17 discrimination charges filed against HP with the Department of Fair Employment & Housing
18 (“DFEH”) and California Superior Court.

19 41. According to a January – February 2017 article published by AARP, HP has
20 received more allegations of age discrimination than *any* other technology company in recent
21 years.

22
23 **Mr. Fonseca was Terminated under the Workforce Reduction Plan, and Was Not**
24 **Rehired During Either the Redeployment Period or the Preferential Rehire Period**
Because He Was Replaced by Somebody Younger and Cheaper.

25 42. On May 8, 2017, Mr. Fonseca was notified by his manager that his employment
26 was being terminated pursuant to the Workforce Reduction Plan, and that his termination date
27 would be May 19, 2017. In a letter, Mr. Fonseca was informed that “your position has been
28

1 eliminated.” He was never given any further details regarding why he had been selected for
2 termination under the Workforce Reduction Plan.

3 43. Mr. Fonseca was informed that he would have two weeks as part of his
4 “redeployment period” to find another job with HP. If he was able to successfully find another
5 position during that time, then he would be allowed to continue to work without interruption. If
6 he was not able to find another position at HP within the redeployment period, then he would be
7 terminated and the 60-day “Preferential Rehire Period” would commence. During that time,
8 Mr. Fonseca would be allowed to apply for jobs within HP, and if he was selected then he
9 would be re-hired without having to undertake the approval process normally required for a
10 rehire.

11 44. At the time that Mr. Fonseca was terminated, he was the oldest person in his
12 work group. He had previously worked with other individuals that were older than him,
13 however, they had already been terminated pursuant to the Workforce Reduction Plan.

14 45. Mr. Fonseca received excellent performance reviews. In his most recent
15 performance review, his manager stated that he was one of the employees who “consistently
16 achieve[s] their goals and demonstrate[s] HP’s Leader Attributes and Behaviors in achieving
17 these goals. [His] contributions have a positive impact to the team, organization, and HP.”
18 That review praised a number of Mr. Fonseca’s achievements, including work that he did with
19 other labs and sites beyond what was required of his position. After listing the many
20 contributions to HP that Mr. Fonseca had made during the period, his manager summarized,
21 “That is an impressive list of accomplishments. Bryant, you’ve really stepped up with your
22 additional responsibilities and done a great job.”

23 46. Mr. Fonseca also received numerous performance related awards within his
24 department.

25 47. After his termination, Mr. Fonseca sought to be rehired by HP. Mr. Fonseca
26 applied to two different positions within the company, both of which he was incredibly
27 qualified. One position was located in Corvallis, Oregon. He did not receive any response
28 whatsoever with regard to that position. The other position was in Vancouver, Washington. He

1 visited Vancouver in order to interview for this job. Ultimately, high-level management denied
 2 him this position without giving any explanation. As a result, Mr. Fonseca was not rehired by
 3 HP.

4 48. As part of his benefits package under the Workforce Reduction Plan, HP paid for
 5 Mr. Fonseca to receive a four-month career transition program from Lee, Hecht, Henderson - a
 6 firm focusing career counseling. Mr. Fonseca participated in this program, however, he found
 7 it to be largely ineffective because the career counselor was largely unavailable, and her advice
 8 was more or less, "Applying for jobs is worthless," and getting a job is all about "Who you
 9 know."

10 49. HP subsequently hired a new employee who was younger and less expensive
 11 than Mr. Fonseca to perform the tasks that he previously did. Despite submitting multiple job
 12 applications every day since his termination, Mr. Fonseca has yet to find gainful employment.

13 50. As a result of his unlawful termination, Mr. Fonseca has had to resort to
 14 government assisted welfare and food stamps in order to support his family and their three
 15 foster children.² Mr. Fonseca's foster children have lost their medical care providers as well
 16 because his family was kicked off HP's health insurance plan.

17
 18 **HP Conspired With 3D Systems, Inc. to Stop 3D Systems from Recruiting their**
 19 **Employees.**

20 51. HP also engaged in a "no poach" secret arrangement with 3D Systems, Inc., a
 21 California corporation ("3D Systems"). 3D Systems competes with HP to build various printer
 22 products, including 3D printers.

23 52. Technology employees, such as the employees who work for 3D Systems, are
 24 frequently in high demand due to their specialized technology skills and ability.

25 53. Throughout its existence, 3D Systems has hired many HP employees away from
 26 HP, including multiple high-level managers. While Mr. Fonseca worked for the CHIL group,

27
 28 ² Mr. Fonseca has fostered approximately 35 children over the course of his life and has
 been the recipient of the Foster Parent of the Year award.

1 he saw a large number of other CHIL employees leave HP to work at 3D Systems.
2 Furthermore, in approximately August 2016, soon after the CHIL group had been dissolved, the
3 managers of that group held a meeting with all of that group's employees. At that meeting,
4 employees were told that they were required to notify HP if they were offered a position with
5 3D Systems.

6 54. Any employee that was offered a position with 3D Systems would not be
7 allowed to receive the severance check that he or she would otherwise be entitled to under the
8 Workforce Reduction Plan's release agreement, according to the individuals conducting the
9 meeting. As a result, outgoing employees stopped seeking employment with 3D Systems after
10 this meeting.

11 55. Upon Plaintiff's information and belief, HP conspired and combined with 3D
12 Systems in order to stop 3D Systems from attempting to hire outgoing HP employees. Also
13 upon Plaintiff's information and belief, 3D Systems subsequently ceased contact with outgoing
14 HP employees regarding potential employment.

15 56. The intended and actual effect of this "no poach" conspiracy was that it
16 restricted recruitment, fixed and suppressed employee compensation, and imposed unlawful
17 restrictions on employee mobility.

18 57. HP's conspiracy and agreements restrained trade and the overarching conspiracy
19 is *per se* unlawful under California law. Plaintiff and the Antitrust Class seek injunctive relief
20 and damages for violations of the Cartwright Act (Cal. Bus. and Code §§ 16720, et seq.) and
21 California Business and Professions Code sections 16600 and 17200, *et seq.*

22 58. In a lawfully competitive labor market, HP would have needed to consider the
23 risk that a particular competitor would hire one of its employees when deciding whether to
24 terminate that employee. The risk that an employee might begin working for a competitor also
25 would have been prominent for HP in deciding how much it was willing to pay in order to
26 retain that employee. Because of HP's agreement with 3D Systems, some of HP's employees
27 became artificially disposable as their value to competitors was instantly eliminated. This
28 allowed HP to terminate employees that it would not otherwise terminate because they did not

1 have to worry about whether the competitive labor market would drive their former employee
2 to a competitor. HP and each of its co-participants would also have competed against each
3 other for employees and would have hired employees according to the needs of their business
4 and the going market rates for employee wages. And, in such a lawfully competitive labor
5 market, the participants of the secret “no poach” agreements would have engaged in such
6 employee hiring in direct competition with one another, resulting in employees accepting offers
7 from the company who makes the most favorable offer of employment.

8 59. Additionally, in a lawfully competitive labor market, an outgoing employee
9 would have the ability to apply to all possible employers and then accept a position with the
10 employer that offered him or her the highest salary. Employers would be incentivized to offer
11 higher salaries to more valuable prospective employees in order to ensure that they were not
12 outbid. Because of the agreement in this case (1) outgoing employees were restricted from
13 seeking employment with 3D Systems, and were denied any salary offer that they might have
14 made and (2) HP and other potential employers were not pressured to outbid 3D Systems for
15 outgoing employees’ services, thus paid below-market rates for their employees’ services.

16 60. The competitive marketplace helps to ensure that companies can benefit by
17 taking advantage of rivals’ efforts expended soliciting, interviewing, and training skilled
18 employees – provided they pay salaries sufficient to lure employees away from competitors.
19 The competitive marketplace also benefits the public by fostering the flow of new non-
20 proprietary information, skills, and technologies across competing industry leaders. And, for
21 obvious reasons, this competitive process benefits our country’s work force by compensating
22 employees for the fair market value of their skills, knowledge, and experience.

23 61. For these reasons, competitive hiring serves as a critical role, particularly in the
24 high technology industry where companies benefit from obtaining employees with advanced
25 skills and abilities. By restricting hiring, employee salaries at competing companies are
26 restricted and depressed, decreasing the pressure of an employee’s current employer to match a
27 rival’s offer and vice versa. Restrictions on hiring also limit an employee’s leverage when
28 negotiating his or her salary with his or her current employer. Furthermore, when companies

1 restrict hiring of rival companies' employees the wages of those employees are suppressed
 2 because companies are not bidding against each other. As a result, the effects of hiring
 3 restrictions impact all employees of participating companies.

4 62. Plaintiff and each member of the Antitrust Class was harmed by this secretive no
 5 poach arrangement. The elimination of competition and suppression of compensation and
 6 mobility had a negative cumulative effect on all Class members.

7 8 **CLASS ALLEGATIONS**

9 63. This class action is properly brought under the provisions of California Code of
 10 Civil Procedure section 382, and, to the extent applicable, the procedural provisions of Rule 23
 11 of the Federal Rules of Civil Procedure, which have been adopted by the California Supreme
 12 Court for use by the trial courts of this State. Plaintiff brings this class action on behalf of
 13 himself and all others similarly situated, with Plaintiff proceeding as the representative member
 14 of the following classes defined as:

15 All current, former, or prospective employees who worked for HP in the
 16 State of California between April 22, 2012, and present who were at
 17 least 40 years old at the time HP selected them for termination under
 18 HP's Workforce Reduction Plan. ("Age Discrimination Class").

19 All natural persons employed by HP in California at any time from
 20 November 28, 2013 to the present. ("Antitrust Class").

21 64. To the extent equitable tolling applies to toll claims by the above-referenced
 22 Class' against Defendants, the class period should be adjusted accordingly.

23 65. This action has been brought and may properly be maintained as a class action,
 24 under California Code of Civil Procedure section 382 because a well-defined community of
 25 interest in the litigation exists and because the proposed class is easily ascertainable, and for the
 26 other reasons explained in this Class Action Complaint.

27 66. Numerosity: The persons who comprise Age Discrimination Class and the
 28 Antitrust Class (collectively, the "Plaintiff Classes") are so numerous that joinder of all such
 persons would be unfeasible and impracticable. The membership of Plaintiff Classes is

unknown to Plaintiff at this time; however, the Age Discrimination Class alone is at least one thousand seven hundred individuals, whose identities are readily ascertainable by inspection of HP's payroll records.

67. Commonality: Common questions of fact or law arising from HP's conduct exist, as described in this Complaint, as to all members of Plaintiff Classes, which predominate over any questions solely affecting individual members of the proposed class, including but not limited to:

- Whether HP's policies or practices relating to the Workforce Reduction Plan were based on discriminatory intent towards employees over 40 who were otherwise qualified for those positions;
- Whether HP's Workforce Reduction Plan had a disproportionate adverse impact on its California employees aged 40 or older;
- Whether HP's policy of selecting employees to terminate under its Workforce Reduction Plan had a disproportionate adverse effect on those California employees aged 40 or older;
- Whether HP's termination selection policy (i.e., the Workforce Reduction Plan) was a substantial factor in causing the Class member terminations (i.e., harm);
- Whether HP failed to adequately investigate, respond to, and/or appropriately resolve instances of age discrimination in the workplace;
- Whether HP failed to implement policies and practices to prevent discrimination against older employees.
- Whether HP's Workforce Reduction Plan was an unfair, unlawful, deceptive, and or fraudulent business practice;
- Whether an alternative or modification to the Workforce Reduction Plan existed that would have had less of an adverse impact on employees aged 40 years and older;
- Whether HP's anti-competitive conspiracies, associated agreements, and practices violated the Cartwright Act;
- Whether HP's anti-competitive conspiracies, associated agreements, and practices restrained trade, commerce, or competition violated Business and Professions Code section 16600, *et seq.*;
- Whether HP's anti-competitive conspiracies, associated agreements, and practices constituted unlawful or unfair business acts or practices in violation of California Business and Professions Code section 17220; and

- Whether HP's anti-competitive conspiracies, associated agreements, and practices caused antitrust injury;

68. HP's defenses, to the extent that any such defense is applied, are applicable generally to Plaintiff Classes and are not distinguishable to any degree relevant or necessary to defeat predominance in this case.

69. Typicality: Plaintiff's claims are typical of the claims for the members of the Age Discrimination Class and Antitrust Class as a whole, all of whom have sustained and/or will sustain injuries, including irreparable harm, as a legal (proximate) result of HP's common course of conduct as complained of in this operative complaint. Plaintiff's class claims are typical of the claims of the Age Discrimination Class and Antitrust Class because HP used its policies and practices (i.e., its Workforce Reduction Plan, accompanying Preferential Rehire Period, and anti-competitive practices) to subject Plaintiff and each member of the Age Discrimination Class and Antitrust Class to identical unfair, unlawful, deceptive, and/or fraudulent business practices, acts, and/or omissions.

70. Adequacy: Plaintiff, on behalf of all others similarly situated, will fairly and adequately protect the interests of all members of the Age Discrimination Class and Antitrust Class in connection with which they have retained competent attorneys. Plaintiff is able to fairly and adequately protect the interests of all members of the aforementioned Classes because it is in Plaintiff's best interests to prosecute the claims alleged herein to obtain full compensation due to them. Plaintiff does not have a conflict with either the Age Discrimination Class nor the Antitrust Class, and his interests are not antagonistic to either of those Classes. Plaintiff has retained counsel who are competent and experienced in representing employees in complex class action litigation

71. Superiority: Under the facts and circumstances set forth above, class action proceedings are superior to any other methods available for both fair and efficient adjudication of the controversy. A class action is particularly superior because the rights of each member of the Age Discrimination Class or Antitrust Class, inasmuch as joinder of individual members of either Class is not practical and, if the same were practical, said members of the Age

1 Discrimination Class or the Antitrust Class could not individually afford the litigation, such that
2 individual litigation would be inappropriately burdensome, not only to said citizens, but also to
3 the courts of the State of California.

4 72. Litigation of these claims in one forum is efficient as it involves a single
5 decision or set of decisions that affects the rights of thousands of employees. In addition, class
6 certification is superior because it will obviate the need for unduly duplicative litigation that
7 might result in inconsistent judgment concerning HP's practices.

8 73. To process individual cases would increase both the expenses and the delay not
9 only to members of the Age Discrimination Class, but also to HP and the Court. In contrast, a
10 class action of this matter will avoid case management difficulties and provide multiple benefits
11 to the litigating parties, including efficiency, economy of scale, unitary adjudication with
12 consistent results and equal protection of the rights of each member of the Age Discrimination
13 Class and Antitrust Class, all by way of the comprehensive and efficient supervision of the
14 litigation by a single court.

15 74. This case is eminently manageable as a class. Defendants' computerized
16 records, including meticulous payroll and personnel data, provide an accurate and efficient
17 means to obtain information on the effect and administration of the Workforce Reduction Plan
18 *en masse*, including class-wide damages, meaning class treatment would significantly reduce
19 the discovery costs to all parties.

20 75. In particular, since HP is obfuscating the import of its Workforce Reduction
21 Plan, misleading its employees, suppressing their wages and mobility, the Age Discrimination
22 Class and Antitrust Class are neither sophisticated nor legally knowledgeable enough to be able to
23 obtain effective and economic legal redress unless the action is maintained as a class action.
24 Given the unlikelihood that many injured class members will discover, let alone endeavor to
25 vindicate, their claims, class action is a superior method of resolving those claims.

26 76. There is a community of interest in obtaining appropriate legal and equitable
27 relief for the common law and statutory violations and other improprieties, and in obtaining
28 adequate compensation for the damages and injuries which HP's actions have inflicted upon

1 Plaintiff and the Age Discrimination Class or the Antitrust Class.

2 77. There is also a community of interest in ensuring that the combined assets and
3 available insurance of HP are sufficient to adequately compensate the members of the Age
4 Discrimination Class or Antitrust Class for the injuries sustained.

5 78. Notice of the pendency and any result or resolution of the litigation can be
6 provided to members of the Age Discrimination Class or the Antitrust Class by the usual forms
7 of publication, sending out to members a notice at their current addresses, establishing a
8 website where members can choose to opt-out, or such other methods of notice as deemed
9 appropriate by the Court.

10 79. Without class certification, the prosecution of separate actions by individual
11 members of the Plaintiff Classes would create a risk of: (1) inconsistent or varying
12 adjudications with respect to individual members of Age Discrimination Class and Antitrust
13 Class that would establish incompatible standards of conduct for HP; or (2) adjudications with
14 respect to the individual members of Age Discrimination Class and Antitrust Class that would,
15 as a practical matter, be disparities of the interests of the other members not parties to the
16 adjudication, or would substantially impair or impede their ability to protect their interest.

17 **FIRST CAUSE OF ACTION**

18 **Age Discrimination: Disparate Treatment – Cal. Govt. Code § 12900 *et seq.***

19 **(Plaintiff Bryant Fonseca, on Behalf of Himself and the Age Discrimination Class Against** 20 **Defendants)**

21 80. Mr. Fonseca, on behalf of himself and the Age Discrimination Class, re-alleges and
22 incorporates by reference, as though fully set forth herein, all of the preceding paragraphs.

23 81. Under the Fair Employment & Housing Act (“FEHA”), it is unlawful for an
24 employer to use its employee’s age as a basis to terminate or lay off, refuse to hire, re-hire, or re-
25 instate, or discriminate in compensation or in terms, conditions, or privileges of employment. (Cal.
26 Govt. Code § 12940(a).)

27 82. The FEHA protects employees over the age of 40. (Cal. Govt. Code §§ 12926(b),
28 12941(a).) Mr. Fonseca was an employee of HP over the age of 40—when HP fired Mr. Fonseca,

1 he was 55 years old. Thus, because Mr. Fonseca was an employee over the age of 40 at the time of
2 his firing, he is in a class of persons protected by the FEHA. Likewise, all members of the Age
3 Discrimination Class were aged 40 or over at the time of their termination pursuant to the
4 Workforce Reduction Plan and are thus protected by the FEHA.

5 83. The FEHA covers “employers” who are “regularly employing five or more persons.”
6 (Cal. Gov’t Code § 12926(d).) HP employs more than five persons and is therefore an employer
7 under the FEHA.

8 84. As referenced above, Mr. Fonseca filed timely charges with the DFEH against
9 Hewlett-Packard Company, HP Enterprise Services, LLC, and HP Inc. and received an immediate
10 right to sue notice. Mr. Fonseca served the charge and right-to-sue letter upon Hewlett-Packard
11 Company, HP Enterprise Services, LLC, and HP Inc.

12 85. Defendants’ terminating or laying off Mr. Fonseca and the members of the Age
13 Discrimination Class because of their age constitutes willful, knowing, intentional, and unlawful
14 discrimination in violation of the FEHA.

15 86. Defendants’ not re-hiring, re-instating, or hiring Mr. Fonseca and the members of the
16 Age Discrimination Class, especially in comparable positions, because of their age constitutes
17 willful, knowing, intentional, and unlawful discrimination in violation of the FEHA.

18 87. Defendants denying Mr. Fonseca and the members of the Age Discrimination Class
19 the benefits of their employment with Defendants because of their age constitutes willful, knowing,
20 intentional, and unlawful discrimination in violation of the FEHA.

21 88. Mr. Fonseca is informed and believes, and based thereon alleges, that his and the
22 members of the Age Discrimination Class’s years of age was the substantial motivating factor in
23 Defendants’ decision to terminate Plaintiff and the members of the Age Discrimination Class.

24 89. In addition to the conduct described above, Defendants have failed to prevent,
25 respond to, adequately investigate, and/or appropriately resolve instances of age discrimination in
26 the workplace.

27 90. As a direct and proximate result of Defendants’ willful, knowing, and intentional
28 discrimination against Mr. Fonseca and the members of the Age Discrimination Class, Mr. Fonseca

1 and the members of the Age Discrimination Class have suffered and will continue to suffer pain and
2 suffering, and extreme and severe mental anguish and emotional distress. Mr. Fonseca and the
3 members of the Age Discrimination Class are therefore entitled to general and compensatory
4 damages in an amount to be proven at trial.

5 91. As a direct and proximate result of Defendants' willful, knowing, and intentional
6 discrimination against Mr. Fonseca and the members of the Age Discrimination Class, Mr. Fonseca
7 and the members of the Age Discrimination Class have incurred and will continue to incur a loss of
8 earnings and other employment benefits and job opportunities. Mr. Fonseca and the members of
9 the Age Discrimination Class are therefore entitled to general and compensatory damages in
10 amounts to be proven at trial.

11 92. Mr. Fonseca is informed and believes, and based thereon alleges, that Defendants'
12 outrageous conduct directed at Mr. Fonseca and the members of the Age Discrimination Class
13 described above, was done with malice, fraud, or oppression and with conscious and/or reckless
14 disregard for the rights of Mr. Fonseca and the members of the Age Discrimination Class, and with
15 the intent, design, and purpose of injuring them. Defendants, through their officers, managing
16 agents, and or their supervisors, authorized, condoned, and or ratified the unlawful of all of the
17 other defendants. Thus, Mr. Fonseca and the members of the Age Discrimination Class are entitled
18 to exemplary or punitive damages from Defendants in amounts to be determined according to proof
19 at trial.

20 93. As a further direct and proximate result of Defendants' actions, Mr. Fonseca and the
21 members of the Age Discrimination Class are entitled to and seek their attorney fees and costs. (*See*
22 Cal. Govt. Code § 12965(b).)

23 94. Mr. Fonseca and the members of the Age Discrimination Class also seek the
24 "affirmative relief" or "prospective relief" afforded them under California Government Code
25 section 12926(a).
26
27
28

SECOND CAUSE OF ACTION

Age Discrimination: Disparate Impact – Cal. Govt. Code §§ 12940(a), 12941

(Plaintiff Bryant Fonseca, on Behalf of Himself and the Age Discrimination Class Against Defendants)

95. Mr. Fonseca, on behalf of himself and the Age Discrimination Class, re-alleges and incorporates by reference, as though fully set forth herein, all of the preceding paragraphs.

96. The FEHA protects employees over the age of 40. (Cal. Govt. Code §§ 12926(b), 12941(a).) Mr. Fonseca was an employee of HP over the age of 40—when HP fired Mr. Fonseca, he was 55 years old. Thus, because Mr. Fonseca was an employee over the age of 40 at the time of his firing, he is in a class of persons protected by the FEHA. Likewise, all members of the Age Discrimination Class were aged 40 or over at the time of their termination pursuant to the Workforce Reduction Plan and are thus protected by the FEHA.

97. When Mr. Fonseca and the members of the Age Discrimination Class applied for other positions within HP and HP refused to select them for comparable positions within HP, Mr. Fonseca and the members of the Age Discrimination Class were aged 40 or over and were therefore in a class of persons the FEHA protects.

98. The FEHA covers “employers” who are “regularly employing five or more persons.” (Cal. Govt. Code § 12926(d).) HP employs more than five persons and is therefore an employer under the FEHA.

99. As part of its reduction in workforce, HP implemented its Workforce Reduction Plan.

100. HP’s Workforce Reduction Plan disproportionately selected for termination HP’s employees aged at least 40 years. Further, HP’s Workforce Reduction Plan disproportionately terminated the employment of HP’s employees aged at least 40 years. For example, among all those terminated under the Workforce Reduction Plan, over 85% were at least 40 years old. In other words, out of a total of 2,076 employees laid off under the Workforce Reduction Plan, 1,765 were 40 years old or older. HP’s Workforce Reduction Plan adversely affected Mr. Fonseca and the members of the Age Discrimination Class through HP selecting and terminating them. Mr. Fonseca and the members of the Age Discrimination Class were also adversely affected by

1 Defendants not re-hiring, re-instating, or hiring Mr. Fonseca and the members of the Age
2 Discrimination Class, especially in comparable positions.

3 101. HP's implementation of the Workforce Reduction Plan was a substantial factor in
4 directly and proximately causing harm to Mr. Fonseca and the members of the Age Discrimination
5 Class.

6 102. In addition to the conduct described above, Defendants have failed to prevent,
7 respond to, adequately investigate, and/or appropriately resolve instances of age discrimination in
8 the workplace.

9 103. As a substantial direct and proximate result of HP implementing the Workforce
10 Reduction Plan to terminate Mr. Fonseca and the members of the Age Discrimination Class, Mr.
11 Fonseca and the members of the Age Discrimination Class have suffered and will continue to suffer
12 pain and suffering, and extreme and severe mental anguish and emotional distress. Mr. Fonseca and
13 the members of the Age Discrimination Class are therefore entitled to general and compensatory
14 damages in an amount to be proven at trial.

15 104. As a substantial direct and proximate result of HP implementing the Workforce
16 Reduction Plan against Mr. Fonseca and the members of the Age Discrimination Class, Mr.
17 Fonseca and the members of the Age Discrimination Class have incurred and will continue to incur
18 a loss of earnings and other employment benefits and job opportunities. Mr. Fonseca and the
19 members of the Age Discrimination Class are therefore entitled to general and compensatory
20 damages in amounts to be proven at trial.

21 105. Mr. Fonseca is informed and believes, and based thereon alleges, that Defendants'
22 outrageous conduct directed at Mr. Fonseca and the members of the Age Discrimination Class
23 described above, was done with malice, fraud, or oppression and with conscious and/or reckless
24 disregard for the rights of Mr. Fonseca and the members of the Age Discrimination Class, and with
25 the intent, design, and purpose of injuring them. Defendants, through their officers, managing
26 agents, and or their supervisors, authorized, condoned, and or ratified the unlawful of all of the
27 other defendants. Thus, Mr. Fonseca and the members of the Age Discrimination Class are entitled
28 to exemplary or punitive damages from Defendants in amounts to be determined according to proof

1 at trial.

2 106. As a further direct and proximate result of Defendants' actions, Mr. Fonseca and the
3 members of the Age Discrimination Class are entitled to and seek their attorneys' fees and costs.
4 (See Cal. Govt. Code § 12965(b).)

5 107. Mr. Fonseca and the members of the Age Discrimination Class also seek the
6 "affirmative relief" or "prospective relief" afforded them under California Government Code
7 section 12926(a).

8 **THIRD CAUSE OF ACTION**

9 **Wrongful Termination in Violation of Public Policy**

10 **(Plaintiff Bryant Fonseca, on Behalf of Himself and the Age Discrimination Class Against** 11 **Defendants)**

12 108. Mr. Fonseca, on behalf of himself and the Age Discrimination Class, re-alleges and
13 incorporates by reference, as though fully set forth herein, all of the preceding paragraphs.

14 109. It is the public policy of the State of California, as expressed in the FEHA (Cal.
15 Gov't Code § 12940, *et seq.*) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et*
16 *seq.*) that employers shall not subject employees to age discrimination and terminate employees
17 because of age. This public policy of the State of California is one that benefits the public at large
18 and guarantees the rights of employees to perform their work free from discrimination. Further
19 public policy support for the wrongful termination claims of Mr. Fonseca and the members of the
20 Age Discrimination Class is also found in California Labor Code sections 6300, 6400, and the
21 California Constitution Article I, section 8.

22 110. As a direct and proximate result of Defendants' willful, knowing, and intentional
23 discriminatory termination against Mr. Fonseca and the members of the Age Discrimination Class,
24 Mr. Fonseca and the members of the Age Discrimination Class have suffered and will continue to
25 suffer pain and suffering and extreme and severe mental anguish and emotional distress. Mr.
26 Fonseca and the members of the Age Discrimination Class are thereby entitled to general and
27 compensatory damages in amounts to be proven at trial.

28 111. As a direct and proximate result of Defendants' willful, knowing, and intentional

discriminatory termination against Mr. Fonseca and the members of the Age Discrimination Class, Mr. Fonseca and the members of the Age Discrimination Class have incurred and will continue to incur a loss of earnings and other employment benefits and job opportunities. Mr. Fonseca and the members of the Age Discrimination Class are thereby entitled to general and compensatory damages in amounts to be proven at trial.

112. Mr. Fonseca is informed and believes, and based thereon alleges, that Defendants directed the outrageous conduct directed at Mr. Fonseca and the members of the Age Discrimination Class, as described above, with malice, fraud, and or oppression and with conscious disregard for the rights of Mr. Fonseca and the members of the Age Discrimination Class and with the intent, design, and purpose of injuring them. Defendants, through their officers, managing agents and or their supervisors, authorized, condoned and or ratified the unlawful conduct of all of the other defendants. Thus, Mr. Fonseca and the members of the Age Discrimination Class are entitled to punitive or exemplary damages in a sum according to proof at trial.

113. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this action against Defendants under California Code of Civil Procedure section 1021.5 and other applicable law. A successful outcome in this action will confer on the general public and a large class of persons (the Age Discrimination Class) both a pecuniary and nonpecuniary benefit and will result in the enforcement of important rights affecting the public interest. The necessity and financial burden of private enforcement furthermore make such an award appropriate.

FOURTH CAUSE OF ACTION

Failure to Prevent Discrimination – Cal. Govt. Code §§ 12900, *et seq.*

(Plaintiff Bryant Fonseca on Behalf of Himself and the Age Discrimination Class Against Defendants)

114. Mr. Fonseca, on behalf of himself and the Age Discrimination Class, re-alleges and incorporates by reference, as though fully set forth herein, all of the preceding paragraphs.

115. The FEHA protects employees over the age of 40. (Cal. Gov't Code §§ 12926(b), 12941(a).) Mr. Fonseca was an employee of HP over the age of 40—when HP fired Mr. Fonseca, he was 55 years old. Thus, because Mr. Fonseca was an employee over the age of 40 at the time of

1 his firing, he is in a class of persons protected by the FEHA. Likewise, all members of the Age
2 Discrimination Class were aged 40 or over at the time of their termination pursuant to the
3 Workforce Reduction Plan and are thus protected by the FEHA.

4 116. The FEHA covers “employers” who are “regularly employing five or more persons.”
5 (Cal. Govt. Code § 12926(d).) HP employs more than five persons and is therefore an employer
6 under the FEHA.

7 117. HP subjected Mr. Fonseca and the members of the Age Discrimination Class to
8 discrimination when HP selected Mr. Fonseca and the members of the Age Discrimination Class for
9 termination under HP’s Workforce Reduction Plan. In addition, HP subjected Mr. Fonseca and the
10 members of the Age Discrimination Class to discrimination when HP terminated Mr. Fonseca and
11 the members of the Age Discrimination Class under the Workforce Reduction Plan. Mr. Fonseca
12 and the members of the Age Discrimination Class were also subjected to discrimination by
13 Defendants not re-hiring, re-instating, or hiring Mr. Fonseca and the members of the Age
14 Discrimination Class, especially in comparable positions.

15 118. HP failed to take all reasonable steps to prevent Mr. Fonseca and the members of the
16 Age Discrimination Class’s discriminatory selection and termination under HP’s Workforce
17 Reduction Plan. HP’s failure to take reasonable steps to prevent Mr. Fonseca and the members of
18 the Age Discrimination Class’s discriminatory termination under HP’s Workforce Reduction Plan
19 was a substantial factor in causing harm to Mr. Fonseca and the members of the Age Discrimination
20 Class.

21 119. As a substantial direct and proximate result of Defendants willfully, knowingly, and
22 intentionally discriminating against Mr. Fonseca and the members of the Age Discrimination Class,
23 Mr. Fonseca and the members of the Age Discrimination Class have suffered and will continue to
24 suffer pain and suffering and extreme and severe mental anguish and emotional distress. Thus, Mr.
25 Fonseca and the members of the Age Discrimination Class are entitled to general and compensatory
26 damages in an amount to be proven at trial.

27 120. As a substantial direct and proximate result of Defendants’ willful, knowing, and
28 intentional discrimination against Mr. Fonseca and the members of the Age Discrimination Class,
Mr. Fonseca and the members of the Age Discrimination Class have incurred and will continue to

1 incur a loss of earnings and other employment benefits and job opportunities. Mr. Fonseca and the
 2 members of the Age Discrimination Class are therefore entitled to general and compensatory
 3 damages in amounts to be proven at trial.

4 121. Mr. Fonseca is informed and believes, and based thereon alleges, that Defendants'
 5 outrageous conduct directed at Mr. Fonseca and the members of the Age Discrimination Class
 6 described above, was done with malice, fraud, or oppression and with conscious and/or reckless
 7 disregard for the rights of Mr. Fonseca and the members of the Age Discrimination Class, and with
 8 the intent, design, and purpose of injuring them. Defendants, through their officers, managing
 9 agents, and or their supervisors, authorized, condoned, and or ratified the unlawful of all of the
 10 other defendants. Thus, Mr. Fonseca and the members of the Age Discrimination Class are entitled
 11 to exemplary or punitive damages from Defendants in amounts to be determined according to proof
 12 at trial.

13 122. As a further direct and proximate result of Defendants' actions, Mr. Fonseca and the
 14 members of the Age Discrimination Class are entitled to and seek their attorney fees and costs. (See
 15 Cal. Govt. Code § 12965(b).)

16 123. Mr. Fonseca and the members of the Age Discrimination Class also seek the
 17 "affirmative relief" or "prospective relief" afforded them under California Government Code
 18 section 12926(a).

19 **FIFTH CAUSE OF ACTION**

20 **Violation of the Cartwright Act – California Business and Professions Code §§ 16720 *et seq.*** 21 **(Plaintiff Bryant Fonseca, on Behalf of Himself and the Antitrust Class Against Defendants)** 22

23 124. Mr. Fonseca, on behalf of himself and the Antitrust Class, re-allege and incorporate
 24 by reference, as though fully set forth herein, all of the preceding paragraphs.

25 125. Except as expressly provided in California Business and Professions Code sections
 26 16720 *et seq.*, every trust is unlawful, against public policy, and void. A trust is a combination of
 27 capital, skill, or acts by two or more persons for any of the following purposes:

- 28 a. To create or carry out restrictions in trade or commerce.
- b. To limit or reduce the production, or increase the price of

merchandise or of any commodity.

c. To prevent competition in manufacturing, making, transportation, sale or purchase of merchandise, produce or any commodity.

d. To fix at any standard or figure, whereby its price to the public or consumer shall be in any manner controlled or established, any article or commodity of merchandise, produce or commerce intended for sale, barter, use or consumption in this State.

126. HP, by and through its officers, directors, employees, agents or other representatives, has entered into an unlawful agreement, combination, and conspiracy in restraint of trade, in violation of California Business and Professions Code section 16720.

127. HP conspired with 3D Systems and entered into an unlawful trust agreement in restraint of trade and commerce by, among other things, restricting and limiting, to a substantial degree, competition among these defendants' skilled labor, and fixing the wages and salary ranges for said class members, all with the purpose and effect of suppressing class members' compensation and restraining competition in the market for services of members of the Antitrust Class.

128. As a direct and proximate result of HP's conduct members of the Antitrust Class were also injured by incurring suppressed compensation to levels lower than the members otherwise would have incurred in the absence of HP's unlawful trust, all in an amount to be proven at trial.

129. HP, Plaintiff, and other members the Antitrust Class are "persons" within the meaning of the Cartwright Act as defined in California Business and Professions Code section 16702.

130. HP's practices and associated agreements are *per se* violations of the Cartwright Act, and their conduct violates the Cartwright Act.

131. As a result of the above violations, Plaintiff and the Antitrust Class have been damaged in an amount according to proof.

SIXTH CAUSE OF ACTION

Violation of California Business and Professions Code §§ 16600 *et seq.*

(Plaintiff Bryant Fonseca, on Behalf of Himself and the Antitrust Class Against Defendants)

132. Mr. Fonseca, on behalf of himself and the Antitrust Class, re-allege and incorporate by reference, as though fully set forth herein, all of the preceding paragraphs.

133. Under California Business and Professions Code section 16600, *et seq.*, except as expressly provided for by section 16600, *et seq.*, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.

134. HP entered into, implemented, enforced agreements, and engaged in practices that are unlawful and void under Section 16600.

135. HP's practices, agreements, and conspiracy have included concerted action and undertakings among the Defendant and others with the purpose and effect of: (a) reducing open competition among Defendant and other companies for skilled labor; (b) reducing employee mobility; (c) reducing or eliminating opportunities for employees to pursue lawful employment of their choice; and (d) limiting employee professional betterment.

136. HP's practices, 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.

137. HP's practices, agreements, and conspiracy were not intended to protect and were not limited to protecting any legitimate proprietary interest of Defendant.

138. HP's practices, agreements, and conspiracy do not fall within any statutory exception to Section 16600, *et seq.*

139. The acts done by HP and each of the parties to the anti-competitive practices and agreements 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

140. Accordingly, Plaintiff and members of Antitrust Class seek a judicial declaration that Defendant's agreements and conspiracy are void as a matter of law under Section 16600, and a

1 permanent injunction enjoining HP from ever again entering into similar agreements in violation of
2 Section 16600.

3 141. Although Plaintiff is unaware of the exact date that this conspiracy began, Plaintiff
4 alleges upon information and belief that this cause of action accrued within the last four years.

5 6 **SEVENTH CAUSE OF ACTION**

7 **Unfair Competition – California Business and Professions Code §§ 17200, *et seq.***

8 **(Plaintiff Bryant Fonseca on Behalf of Himself and the Age Discrimination Class and** 9 **Antitrust Class Against Defendants)**

10 142. Mr. Fonseca, on behalf of himself and the Age Discrimination Class and Antitrust
11 Class, re-allege and incorporate by reference, as though fully set forth herein, all of the preceding
12 paragraphs.

13 143. The Unfair Competition Law (“UCL”), which is codified under California Business
14 and Professions Code section 17200, *et seq.* prohibits acts of “unfair competition,” including any
15 unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive,
16 untrue or misleading advertising.”

17 144. A plaintiff may bring a Business & Professions Code section 17204 claim even
18 when the underlying statutory violation does not provide the plaintiff with a private right of action.
19 (*See Safeway v. Superior Court* (2015) 238 Cal. App. 1138, 1147 [“[t]he statutory language
20 referring to 'any unlawful, unfair *or* fraudulent' practice makes clear that a practice may be deemed
21 unfair even if not specifically proscribed by some other law”].)

22 145. Defendants have engaged, and continue to engage, in unfair, deceptive, fraudulent,
23 and unlawful business practices in California by practicing, employing, and utilizing the
24 employment policies and practices outlined above, including, i.e., the various acts of discrimination
25 and anti-competitive practices detailed herein.

26 146. Defendants engaged in unlawful or unfair competition by, among other things,
27 engaging in conduct as alleged herein:

28 a. wherein the utility of such conduct, if any, is outweighed by the

gravity of the consequences to Plaintiff and the members of the Plaintiff Classes;

- b. that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the other members of the Plaintiff Classes;
- c. that undermines or violates the stated policies underlying California law which seek to protect employees aged 40 or over against age discrimination, and thus provide a sufficient predicate for claims for unfair competition;
- d. Violating the Cartwright Act; and
- e. Violation of the California Business and Professions Code sections §§ 16600 *et seq.*

147. Defendants knew or should have known of their anti-competitive and discriminatory conduct as alleged herein.

148. Defendants committed fraudulent business practices by engaging in conduct, as alleged herein, that was and is likely to deceive employees acting reasonably under the circumstances. Defendants' fraudulent business practices include, but are not limited to, failing to disclose, concealing from, and/or failing to investigate whether Plaintiff and the members of the Age Discrimination Class were being selected for termination, terminated, and not re-hired due to their age, misrepresenting the reasons for those actions, including through reference to pretextual explanations related to job performance or qualifications, and/or failing to prevent, respond to, adequately investigate, and/or appropriately resolve instances of age discrimination in the workplace, including the adverse impact of Defendants' employment practices on employees aged 40 or over.

149. Defendants also acted unlawfully and unfairly by engaging in anti-competitive practices to suppress wages of their respective workforce by restricting the ability of its employees from obtaining employment with other technology companies, to wit 3D Systems.

150. Defendants' use of such unfair, deceptive, fraudulent, and unlawful business practices constitutes unfair, deceptive, fraudulent, and unlawful competition, provides an unfair advantage over Defendants' competitors, and an unfair benefit to Defendants at the expense of

1 Plaintiff, the members of the Age Discrimination Class and Antitrust Class, and the general public.

2 151. During the class period, Defendants have engaged in unlawful, deceptive, fraudulent,
3 and unfair business practices, proscribed by Business & Professions Code sections 17200, *et seq.*,
4 including those described herein, thereby obtaining valuable property, money, and services from
5 Plaintiff, members of the Age Discrimination Class and Antitrust Class, and all persons similarly
6 situated, and have deprived Plaintiff, members of the Age Discrimination Class and Antitrust Class,
7 and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their
8 detriment.

9 152. By virtue of the direct injuries that Plaintiff and the members of the Plaintiff Classes
10 have sustained from Defendants' wrongful conduct, Plaintiff and the members of the Plaintiff
11 Classes have standing to sue in order to obtain the remedies that are available to them under the
12 UCL.

13 153. The UCL authorizes restitutionary and injunctive relief to prevent unlawful,
14 deceptive, unfair, or fraudulent business acts for practices, and both restitution and disgorgement of
15 money or property wrongfully obtained by means of such unfair competition. (Cal. Bus. & Prof.
16 Code § 17203.)

17 154. Plaintiff seeks, on his own behalf, and on behalf of the other members of the
18 Plaintiff Classes and on behalf of the general public, equitable and injunctive relief, along with full
19 restitution and disgorgement of monies, including interest, according to proof, to restore any and all
20 monies withheld, acquired and/or converted by Defendants by means of the deceptive, unfair,
21 fraudulent, and unlawful practices complained of herein.

22 155. The illegal, deceptive, fraudulent, and unfair conduct alleged herein is continuing,
23 and there is no indication that Defendants will cease and desist from such activity in the future.
24 Plaintiff alleges that if Defendants are not enjoined from the conduct set forth in this Complaint,
25 Defendants' illegal, deceptive, fraudulent, and unfair conduct will continue, i.e. they will continue
26 to engage in practices that disparately impact and discriminate against employees on account of age.
27 (*See Herr v. Nestle U.S.A., Inc.* (2003) 109 Cal. App. 4th 779, 789 — “injunctive relief under the
28 UCL is an appropriate remedy where a business has engaged in an unlawful practice of
discriminating against older workers.”)

1 156. Plaintiff, the members of the Age Discrimination Class, and all persons in interest,
2 are entitled to, and do seek restitution and such relief as may be necessary to disgorge the profits
3 which HP acquired, or of which Plaintiff and the members of the Age Discrimination Class have
4 been deprived, by means of the above-described unfair, unlawful, deceptive, and or fraudulent
5 business practices.

6 157. Plaintiff and the members of the Age Discrimination Class and Antitrust Class have
7 no plain, speedy, and or adequate remedy at law to redress the injuries which they have suffered as
8 a consequence of HP's unfair, unlawful, deceptive, and/or fraudulent business practices. As a result
9 of the unfair, unlawful, deceptive, and/or fraudulent business practices described above, Plaintiff
10 and the members of the Age Discrimination Class and Antitrust Classes have suffered and will
11 continue to suffer irreparable harm unless HP, and each of the defendants, are restrained from
12 continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

13 158. Plaintiff and the members of the Age Discrimination Class and Antitrust Class also
14 request an order that HP identify, locate, and make restitution to affected members of the general
15 public, and specifically those terminated under the Workforce Reduction Plan, all funds and the
16 value of all things or property acquired by the acts of unfair competition and deceptive practices set
17 forth above, and all additional orders necessary to accomplish this purpose, under California
18 Business & Professions Code section 17203.

19 159. For the four (4) years preceding the filing of this action, as a result of HP's unfair,
20 deceptive, fraudulent, and unlawful business practices alleged herein, Plaintiff and the members of
21 the Age Discrimination Class and Antitrust Class request restitution, damages to compensate them
22 fully, and disgorgement of all monies and profits from HP in an amount according to proof at time
23 of trial.

24 160. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this action
25 against Defendants under California Code of Civil Procedure section 1021.5 and other applicable
26 law. A successful outcome in this action will confer on the general public and a large class of
27 persons (the Age Discrimination and Antitrust Classes) both a pecuniary and nonpecuniary benefit
28 and will result in the enforcement of important rights affecting the public interest. The necessity
and financial burden of private enforcement furthermore make such an award appropriate.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself individually and on behalf of Plaintiff Classes prays for relief and judgment against Defendant and any later named defendant, jointly and severally as follows:

1. Certification of the case as a class action and appointment of Plaintiff as Class Representative of each class and his counsel of record as Class Counsel;
2. All damages to which Plaintiffs and each member of the Age Discrimination Class and Antitrust Class are entitled due to Defendants' conduct, including, but not limited to, back pay, front pay, general and special damages for lost compensation and job benefits that they would have received but for the discrimination anti-competitive practices of Defendants;
3. To preliminarily and permanently enjoin Defendants from implementation of the Workforce Reduction Plan that disparately impacts and discriminates against employees on account of their age;
4. For an order requiring Defendants to restore to the general public all funds acquired by means of any act or practice declared by this Court to be unlawful or fraudulent or to constitute unfair competition under California Business and Professions Code section 17200, *et seq.*;
5. For restitution, including, without limitation, restitutionary disgorgement;
6. For affirmative or prospective relief;
7. For exemplary and punitive damages;
8. For attorneys' fees, expenses, and costs of suit;
9. For pre-judgment and post-judgment interest;
10. An order enjoining Defendants from continuing the unfair, deceptive, fraudulent, and unlawful business practices alleged herein; and
11. For all such other and further relief the Court may deem just and proper.

DATED: November 29, 2017

HOGUE & BELONG

s/ Jeffrey Hogue
 Jeffrey L. Hogue
 Tyler J. Belong
 Erik A. Dos Santos
 Attorneys for Plaintiff Bryant Fonseca on
 behalf of himself and all others similarly
 situated

DEMAND FOR JURY TRIAL

Plaintiffs Bryant Fonseca hereby demands a jury trial.

DATED: November 29, 2017

HOGUE & BELONG

s/ Jeffrey Hogue

Jeffrey L. Hogue

Tyler J. Belong

Erik A. Dos Santos

Attorneys for Plaintiff Bryant Fonseca on
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HP Inc. (formerly known as Hewlett-Packard
Company) and Enterprise Services LLC (formerly
known as HP Enterprise Services, LLC)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

BRYANT FONSECA, an individual,
on behalf of himself and all others
similarly situated, and on behalf of the
general public,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY,
a Delaware Corporation; HP
ENTERPRISE SERVICES, LLC, a
Delaware Limited Liability Company;
HP, INC., a Delaware corporation; and
DOES 1-100, inclusive,

Defendants.

Case No.

(San Diego Superior Court Case No. 37-
2017-00045630-CU-WT-CTL)

**DECLARATION OF KHATEREH S.
FAHIMI IN SUPPORT OF NOTICE
OF REMOVAL**

I, Khatereh S. Fahimi, declare as follows:

1. I am an attorney admitted to practice in the State of California and am an
associate in the law firm of Littler Mendelson, A Professional Corporation, counsel of
record for Defendants HP Inc. (formerly known as Hewlett-Packard Company) and

1 Enterprise Services LLC (formerly known as HP Enterprise Services, LLC)
2 (hereinafter “Defendants”) in this action. I make this Declaration in support of
3 Defendants’ Notice to Federal Court of Removal of Civil Action pursuant to 28
4 U.S.C. sections 1332(d), 1441, and 1446. All of the information set forth herein is
5 based on my personal and firsthand knowledge and if called and sworn as a witness, I
6 could and would competently testify thereto.

7 2. On November 29, 2017, Plaintiff Bryant Fonseca (“Fonseca”) filed a
8 class-action styled complaint asserting the following causes of action: (1) disparate
9 treatment age discrimination in violation of California Government Code section
10 12940(a); (2) disparate impact age discrimination in violation of California
11 Government Code sections 12940(a) and 12941; (3) wrongful termination in violation
12 of public policy; (4) failure to prevent discrimination; (5) violation of the Cartwright
13 Act; (6) violation of California Business and Professions Code section 16600; and (7)
14 unfair competition in violation of California Business and Professions Code section
15 17200, captioned BRYANT FONSECA, an individual, on behalf of himself and all
16 others similarly situated, and on behalf of the general public v. HEWLETT-
17 PACKARD COMPANY, a Delaware Corporation; HP ENTERPRISE SERVICES,
18 LLC, a Delaware Limited Liability Company; HP, Inc., a Delaware corporation; and
19 DOES 1-100, inclusive, Case No. 37-2017-00045630-CU-WT-CTL (the “California
20 Action”). A true copy of Fonseca’s Complaint in the California Action is attached to
21 the Notice of Removal as **Exhibit A**.

22 3. On December 14, 2017 Defendants received a copy of Plaintiff’s
23 Complaint and accompanying case documents by personal service on their agent for
24 service of process, CT Corporation. Defendants received identical packets except for
25 the Summons, which underlined the respective Defendant being served. True and
26 correct copies of the accompanying case documents sent to Defendants on December
27 14, 2017, including the Summons for each Defendant, the Civil Cover Sheet, Notice
28 of Case Assignment, Notice of Eligibility to eFile and Assignment to Imaging

1 Department, Alternative Dispute Resolution (ADR) Information, and Stipulation To
2 Use Alternative Dispute Resolution (ADR) are attached to the Notice as **Exhibit B**.
3 True and correct copies of the Service of Process Transmittal sheets provided by CT
4 Corporation are attached hereto as **Exhibit C**.

5 4. Other than Exhibits A and B, Defendants are not aware of any further
6 proceedings, filings or orders regarding this action in the San Diego County Superior
7 Court.

8 5. Contemporaneously with the filing of this Notice of Removal in the
9 United States District Court for the Southern District of California, our office is
10 providing written notice of the removal to Plaintiff's counsel of record: Hogue &
11 Belong, 170 Laurel St, San Diego, CA 92101. In addition, a copy of the Notice of
12 Removal will be filed with the Clerk of the Court for the San Diego County Superior
13 Court.

14 I declare under penalty of perjury under the laws of the United States of
15 America that the foregoing is true and correct.

16 Executed this 11th day of January, 2018 at San Diego, County of San Diego,
17 State of California.

18
19 s/ Khatereh S. Fahimi
20 Khatereh S. Fahimi

21 Firmwide:152168923.1 086660.1015
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23
24
25
26
27
28

EXHIBIT C

EXHIBIT C



**Service of Process
Transmittal**

12/14/2017

CT Log Number 532470598

TO: Susan Huang
HP, Inc.
1501 Page Mill Rd MS 1060
Palo Alto, CA 94304-1126

RE: Process Served in California

FOR: Hewlett-Packard Company (Former Name) (Domestic State: DE)
HP Inc. (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: BRYANT FONSECA, ETC., PLTF. vs. HEWLETT-PACKARD COMPANY, ETC., ET AL., DFTS.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s), Notice

COURT/AGENCY: San Diego County - Superior Court - Central Division, CA
Case # 37201700045630CUWTCTL

NATURE OF ACTION: Class action complaint for damages

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 12/14/2017 at 12:50

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 calendar days after this summons and legal papers are served on you

ATTORNEY(S) / SENDER(S): Jeffrey L. Hogue
HOGUE & BELONG
170 Laurel Street
San Diego, CA 92101
619-238-4720

ACTION ITEMS: CT has retained the current log, Retain Date: 12/14/2017, Expected Purge Date: 12/19/2017

Image SOP

Email Notification, Susan Huang susan.huang@hp.com

Email Notification, Brenda Sherman brenda.s.sherman@hp.com

Email Notification, Angela Gustafson angelagus@hp.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615



**Service of Process
Transmittal**

12/14/2017

CT Log Number 532470679

TO: Susan Huang
HP, Inc.
1501 Page Mill Rd MS 1060
Palo Alto, CA 94304-1126

RE: Process Served in California

FOR: Hewlett-Packard Company (Former Name) (Domestic State: DE)
HP Inc. (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: BRYANT FONSECA, ETC., PLTF. vs. HEWLETT-PACKARD COMPANY, ETC., ET AL., DFTS.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s), Notice

COURT/AGENCY: San Diego County - Superior Court - Central Division, CA
Case # 37201700045630CUWTCTL

NATURE OF ACTION: Employee Litigation - Wrongful Termination - 05/08/2017

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 12/14/2017 at 12:50

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 calendar days after this summons and legal papers are served on you

ATTORNEY(S) / SENDER(S): JEFFREY L. HOGUE
HOGUE & BELONG
170 Laurel Street
San Diego, CA 92101
619-238-4720

ACTION ITEMS: CT has retained the current log, Retain Date: 12/14/2017, Expected Purge Date: 12/19/2017

Image SOP

Email Notification, Susan Huang susan.huang@hp.com

Email Notification, Brenda Sherman brenda.s.sherman@hp.com

Email Notification, Angela Gustafson angelagus@hp.com

SIGNED: C T Corporation System

ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

TELEPHONE: 213-337-4615



**Service of Process
Transmittal**

12/14/2017

CT Log Number 532470713

TO: Susan Huang
HP, Inc.
1501 Page Mill Rd MS 1060
Palo Alto, CA 94304-1126

RE: Process Served in California

FOR: HP Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: BRYANT FONSECA, ETC., PLTF. vs. HEWLETT-PACKARD COMPANY, ETC., ET AL., DFTS.
// To: HP, INC.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s), Notice

COURT/AGENCY: San Diego County - Superior Court - Central Division, CA
Case # 37201700045630CUWTCTL

NATURE OF ACTION: Employee Litigation - Wrongful Termination - 05/19/2017

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 12/14/2017 at 12:50

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 calendar days after this summons and legal papers are served on you

ATTORNEY(S) / SENDER(S): Jeffrey L. Hogue
HOGUE & BELONG
170 Laurel Street
San Diego, CA 92101
619-238-4720

ACTION ITEMS: CT has retained the current log, Retain Date: 12/14/2017, Expected Purge Date: 12/19/2017

Image SOP

Email Notification, Susan Huang susan.huang@hp.com

Email Notification, Brenda Sherman brenda.s.sherman@hp.com

Email Notification, Angela Gustafson angelagus@hp.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

LITTLER MENDELSON, P.C.
JODY A. LANDRY, Bar No. 125743
jlandry@littler.com
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San Diego, California 92101.3577
Telephone: 619.232.0441
Facsimile: 619.232.4302

Attorneys for Defendants
HP Inc. (formerly known as Hewlett-Packard
Company) and Enterprise Services LLC (formerly
known as HP Enterprise Services, LLC)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

BRYANT FONSECA, an individual,
on behalf of himself and all others
similarly situated, and on behalf of the
general public,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY,
a Delaware Corporation; HP
ENTERPRISE SERVICES, LLC, a
Delaware Limited Liability Company;
HP, INC., a Delaware corporation; and
DOES 1-100, inclusive,

Defendants.

Case No.

(San Diego Superior Court Case No. 37-
2017-00045630-CU-WT-CTL)

**DECLARATION OF KIM
ORTOLANI IN IN SUPPORT OF
DEFENDANTS' REMOVAL OF
ACTION TO FEDERAL COURT**

I, Kim Ortolani, hereby declare as follows:

1. I am an adult over the age of 18. I am currently employed as Americas
Manager, HR Global Services for HP Inc. As part of my duties as Americas Manager,
HR Global Services, I have access to the human resources records of HP Inc. which

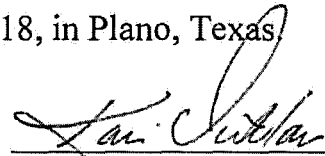
1 was formerly known as Hewlett-Packard Company. I am also familiar with HP Inc.'s
 2 Workforce Reduction Plan documents. Both the human resources records and the
 3 Workforce Reduction Plan records are maintained in the regular course of HP Inc.'s
 4 business. If called and sworn as a witness, I could and would competently testify to
 5 the facts set forth in this declaration.

6 2. Based on my review of HP Inc.'s personnel records, I determined that
 7 Plaintiff Bryant Fonseca worked for Hewlett-Packard Company from June 15, 1981
 8 until the company changed its name to HP Inc. in 2015. At that point, Plaintiff Bryant
 9 Fonseca was employed by HP Inc. until his employment was terminated on or about
 10 May 19, 2017.

11 3. Attached as **Exhibit A** is a true and correct copy of HP Inc.'s Workforce
 12 Reduction plan in effect in 2017, when Mr. Fonseca's employment was terminated.
 13 While **Exhibit A** was amended on or about November 2012, July 2014, September
 14 2015, December 2016, and January 2017, these changes only affected the definition of
 15 "Year(s) of Full-Time Equivalent Service" and recognized that Hewlett-Packard
 16 Company changed its name to HP Inc. A true and correct copy of the December 19,
 17 2016 amendment reflecting the name change is attached hereto as Exhibit B.
 18 Attached hereto as Exhibit C is a true and correct copy of a June 2, 2017 email
 19 (without exhibits) sent to Plaintiff Fonseca regarding his placement in the HP
 20 Workforce Reduction Plan and documents he was provided with respect to benefits
 21 under the plan.

22 I declare under penalty of perjury under the laws of the United States of
 23 America and the State of California that the foregoing is true and correct.

24 Executed this 10th day of January, 2018, in Plano, Texas

25
 26 
 27 _____
 28 KIM ORTOLANI

Firmwide:152169271.1 086660.1015

EXHIBIT A

HEWLETT-PACKARD COMPANY

WORKFORCE REDUCTION PLAN

As amended and restated effective for notifications on and after May 23, 2012

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I. Establishment And Purpose Of Plan

The Hewlett-Packard Company Workforce Reduction Plan (the "Plan"), previously named the Hewlett-Packard Company Workforce Restructuring Plan, was originally established effective November 1, 2003, and has been amended and restated from time to time since then, most recently for notifications occurring on and after May 23, 2012. The purpose of the Plan is to provide income replacement benefits to certain employees who incur an involuntary termination of employment.

2. Definitions

The following capitalized words and phrases shall have the following meaning:

"Affiliate" means any HP subsidiary or other entity partially-owned by HP, including joint ventures.

"Career Transition Period" means the period between the date the Employee is placed into a workforce reduction program and his Termination Date, as more fully described in Section 4.

"Cash Severance Payment" means the cash benefit payable to a Participant under Section 6 of this Plan.

"Designated Employee" means an Employee who is designated (either in writing or electronically) by HP as eligible to participate in this Plan.

"Direct Assignment Offer" means an offer of a specific employment position with HP or an HP affiliate.

"Employee" means an individual on the U.S. payroll of HP and an affiliate who is classified by HP as a regular full-time or part-time employee working not less than 20 hours per week. The term "Employee" shall not include any individual classified by HP as an independent contractor, limited term employee, transitional employee, or who is classified as part of HP's non-regular or "contingent work force" including, but not limited to, temporary employees, freelancers, on-call employees, contract employees, or other short term employees. In addition, any individual whose wages are paid directly by a third party agency, and any individual for whom HP does not withhold income and employment taxes, is not an Employee for purposes of this Plan. HP shall determine an individual's status as an Employee in its discretion, and its determination shall be conclusive and binding on all persons. The fact that an individual is determined to be a common law employee of HP by any governmental agency or other entity shall not entitle such individual to be treated as an "Employee" for purposes of this Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued thereunder.

"Hourly Base Pay Rate" is the rate at which an Employee is paid per hour, as indicated on his earnings statement. For an Employee paid on an incentive or other sales-related basis, "Hourly Base Pay Rate" shall be determined on a reasonable basis by reference to the determination of the Employee's "Weekly Base Pay," as defined below.

"HP" means Hewlett-Packard Company, a Delaware corporation.

"Participant" means a Designated Employee who participates in this Plan in accordance with Section 3. Participation in the Plan shall cease when the Participant begins another job at HP, terminates employment from HP, or is otherwise no longer due a benefit under this Plan.

"Plan" means the Hewlett-Packard Company Workforce Reduction Plan, as amended from time to time.

"Plan Year" means the calendar year.

"Release" means a writing signed by the Participant in the form prescribed by HP, in which the Participant releases any and all claims it might have against HP, its affiliates and agents. A Release shall be effective after the revocation period, so long as the Participant does not revoke the release during that period.

"Termination Date" means the date specified by HP in the workforce reduction notification on which the Designated Employee will cease to be an Employee of HP and its affiliates.

"WARN Act" means, collectively, the Federal Worker Adjustment and Retraining Notification Act and, to the extent applicable, similar law(s) of any jurisdiction.

"WARN Payments" shall consist of two amounts payable to a Participant after his Termination Date, consisting of a "WARN Base Pay Equivalent" and a "WARN Benefits Equivalent," as more fully defined in Section 5.

"Weekly Base Pay" means the earnings an Employee receives, or would receive, for a calendar week if the individual worked a standard work week not exceeding 40 hours, exclusive of bonus, overtime pay, gap pay, shift differential, weekend premium or any other additional compensation. For an Employee paid on an incentive or other sales related basis, "Weekly Base Pay" means the weekly earnings determined with reference to the on-target earnings established for that Employee. Weekly Base Pay shall be determined as of the date a Participant is notified of his participation in this Plan, except as otherwise provided in Section 6(c).

"Year(s) of Full-Time Equivalent Service" means each 12-month period of service during which an Employee is in full-time active pay status on the U.S. payroll of HP and its affiliates, calculated from the Participant's most recent hire date, as determined by HP. In the case of an Employee employed in less than full-time status, "Years of Full-Time Equivalent Service" shall mean such longer period of service required to aggregate 2088 standard hours. "Years of Full-Time Equivalent Service" shall be determined in one-tenth year increments. Such Service shall include, without limitation, paid time off, flexible time off, vacation, jury duty, holidays, bereavement leave, and military leaves of absence; and such Service shall not include, for example, personal or medical leaves of absence.

"Year(s) of Full-Time Equivalent Service" shall not include any period of time during which a Participant was not an Employee. In addition, service with an employer prior to the date an organization is acquired by HP (including through a merger, acquisition, asset purchase, outsourcing, joint venture, or any other form of business combination) shall not be included in "Year(s) of Full-Time Equivalent Service" for any purpose under the Plan unless (a) the governing agreement by which HP acquired the organization specifically so provides, or (b) HP (or its delegate) amends this Plan to provide for such service-crediting.

3. Eligibility And Participation

(a) Eligibility. An Employee is eligible to participate in this Plan if, on or after May 23, 2012, he or she is designated in writing (which may include an electronic notice) by HP on or after as being subject to a workforce reduction action and eligible to participate in this Plan. The notification provided by HP shall indicate the date on which the Employee is to become a Plan Participant and his Termination Date.

(b) Participation. A Designated Employee shall become a Participant in the Plan on the date so indicated in writing by HP if he remains an active Employee and does not incur a voluntary or misconduct termination of employment on or before that date.

(c) Misconduct Termination. If a Designated Employee or Participant is terminated by reason of misconduct (as determined under HP policy) before his Termination Date, his participation in this Plan shall cease and no further benefits shall be payable from this Plan with respect to such Employee.

4. Career Transition Period

(a) Entry into Career Transition Period. Upon becoming a Plan Participant, the Participant will enter the Career Transition Period, during which time he or she will remain an active Employee in his current employment position at his current salary grade, shall continue to perform the essential functions of his job while transferring assignments according to the director of his manager, and shall continue to participate in HP's employee benefit plans on the same terms and conditions as in effect for all other similarly situated active Employees. Participants who are not subject to corrective action plans may also seek new employment within HP and/or any HP affiliate, and HP may provide internal job search assistance such Participants. Such assistance shall be provided to the extent and in a manner determined by HP.

(b) Acceptance of Job or Termination of Employment During Career Transition Period. If a Participant starts a new job with HP or an affiliate during his or her Career Transition Period, such Participant's participation in the Plan shall end effective as of the start date for such job.

If a Participant terminates employment with HP (or its affiliates) during his or her Career Transition Period, such Participant's participation in the Plan shall end effective as of the Participant's termination of employment, and such Participant shall not be eligible to receive any further benefits under this Plan.

5. WARN Payments Following Termination

(a) Amount and Form of WARN Payments. A Participant who remains employed until the Termination Date specified in his notification of workforce reduction shall be paid WARN Payments, consisting of a WARN Base Pay Equivalent, and a WARN Benefits Equivalent, determined as follows:

(1) The WARN Base Pay Equivalent shall be determined by multiplying the Participant's Hourly Base Pay Rate by his weekly scheduled hours, and then multiplying that number by 8.5714 weeks (60 days). For commissioned sales Employees or Employees without an Hourly Base Pay Rate, the Hourly Base Pay Rate used to determine the WARN Base Pay Equivalent shall consist of the rate used to determine the prior year's Beneflex pay, or such other rate as determined to be appropriate by the Administrator.

(2) The WARN Benefits Equivalent shall be determined by taking into account the Employee's Beneflex dollars provided by HP under its medical, dental, life, AD&D and LTD benefit plans; any additional fringe benefits payable to employees performing work covered by the Service Contract Act; vacation hours that would have accrued during the WARN period, and employer matching contributions that would have been made to the HP 401(k) (or similar) Plan during the period; in each case, annualized and then reduced to a 60-day equivalent amount, and grossed up, if appropriate to represent the potential loss of pre-tax savings, based on the discretion and such factors as determined reasonable and appropriate by the Administrator.

The WARN Payments made be paid in more than one payment, and no Release shall be required for receipt of these payments.

(d) Career Transition Counseling. A Participant shall be eligible to receive career transition counseling immediately following the date the Participant enters the Career Transition Period, for a period as determined from time to time by HP. A Participant must register for such

counseling within 30 days after notification, and must commence career transition counseling within 60 days after that.

(c) Non-Duplication of Benefits. The WARN Payments, comprised of the WARN Base Pay Equivalent and the WARN Benefits Equivalent, are intended to satisfy the requirements of the WARN Act, and shall constitute pay in lieu of notice for the purpose of satisfying any liability that HP may have under the WARN Act.

6. **Cash Severance Benefits**

(a) Participants Eligible for A Cash Severance Payment.

1. A Participant whose Termination Date is the last day of the Career Transition Period shall be eligible to receive a Cash Severance Payment, unless determined to be ineligible for such Payment under this Section.

2. A Participant whose Termination Date occurs before the last day of the Career Transition Period because the Participant accepted a job with a competitor of HP (or an HP Affiliate) shall be eligible to receive a Cash Severance Payment, so long as the Participant notified his manager promptly upon acceptance of such position with the competitor.

(b) Participants Not Eligible for a Cash Severance Payment.

1. A Participant who declined to accept a Direct Assignment Offer during the Career Transition Period shall not be eligible to receive a Cash Severance Payment if such Direct Assignment Offer was located within 50 miles of the Participant's then-current work location and within two salary grades of the Participant's then-current salary grade.

2. A Participant who accepted a job offer with a competitor and did not promptly notify his management about such job shall not be eligible to receive a Cash Severance Payment.

3. A Participant who is terminated for misconduct at any time after becoming a Participant in the Plan shall not be eligible to receive a Cash Severance Payment, and shall only be eligible to receive regular pay and benefits (if any) through his termination date.

(c) Amount of Cash Severance Payment. The Cash Severance Payment shall equal the Participant's Weekly Base Pay multiplied by his Years of Full-Time Equivalent Service, both determined as of the Participant's Termination Date, except that the minimum Cash Severance Payment shall equal (11 times Weekly Base Pay), and the maximum Cash Severance Payment shall equal (52 times Weekly Base Pay), in all cases (including the minimum and maximum amounts) reduced by the amount of the WARN Base Pay Equivalent.

(d) Release Required. A Participant's receipt of a Cash Severance Payment under this Plan is conditioned upon the Participant signing and not revoking (during the application revocation period) the Release required by HP.

(e) Form and Time of Payment. Cash Severance Payments shall be made as soon as administratively practicable following expiration of the revocation period during which the Participant may revoke his acceptance of the Release. All payments shall be reduced by all applicable payroll withholdings. If a Participant is indebted to HP or its affiliates as of the Termination Date, then HP reserves the right to offset any Cash Severance Payment to be made under this Plan by the amount of such indebtedness to the full extent permitted by law.

(f) Retiree Medical Plan Eligibility for Certain Participants. A Participant who would be eligible for an HP retiree medical benefit program within 365 days of his or her Termination Date, shall be eligible upon his Termination Date for benefits under that program. Premiums for retiree coverage, time of payment, and other plan provisions will be as for any other eligible retiree. In addition, if a Participant would have gained access to HP credits to his or her Retirement Medical

Savings Account ("RMSA"), if any, within 365 days of his or her Termination Date, then, upon his or her Termination Date, HP credits to his or her RMSA will be available for reimbursement of eligible medical expenses.

(g) Other Benefits. HP may provide Participants such other benefits as HP may determine from time to time. Other benefits may include, without limitation, outplacement programs, educational assistance, financial counseling, time off for job search, or voluntary time off. Participants will be informed of such other benefits in the information provided with respect to each offering of benefits made under this Plan.

7. Payment of Benefits, Funding Policy

The benefits of this Plan shall be paid solely from the general assets of HP. No contributions are required from or permitted by any Participant.

HP is under no obligation to fund the benefits provided herein, but if it chooses to do so, any assets that HP may set aside shall not cause this to be a funded plan within the meaning of ERISA.

8. Claims and Appeal Procedure

(a) Claim for Benefits. If an individual or his or her authorized representative (the "Claimant") believes that he or she is incorrectly denied a benefit or entitled to a greater benefit under the Plan than he or she received, then the Claimant must submit a written claim to HP at the address indicated in the summary plan description ("SPD").

(b) Time for Review. The Claimant shall be notified of the Plan Administrator's decision within 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension for processing the claim. If an extension is required, notice shall be furnished to the Claimant before termination of the initial 90-day period. Such notice shall indicate the special circumstances requiring the extension, and the date by which the Plan expects to render its decision on the claim. In no event shall such extension exceed a period of 180 days after the date the claim is received by the Plan.

(c) Denial of Claim. If the Claimant's initial claim under this Section is denied, in whole or in part, the Plan Administrator, shall provide the Claimant with written or electronic notification of such denial. Such notice shall set forth (i) the specific reason(s) for the denial, (ii) specific reference to the Plan provision(s) on which the denial is based, (iii) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such additional material or information is necessary, and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures.

(d) Right to Appeal. A Claimant whose initial claim has been denied may appeal the denial by submitting written comments, documents, records and other information relating to the claim for benefits to the Appeals Committee within 60 days after receiving notice from HP of the denial of a claim. The reviewing committee shall provide the Claimant, upon request and free of charge, with reasonable access to and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits (other than that which is legally-privileged). The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof and any other matters which the Claimant deems pertinent. The reviewing committee may require the Claimant to submit such additional facts, documents or other material as he or she or it may deem necessary in making its review. The period for making the benefit determination on review shall be tolled from the date on which the request for additional items is sent to the Claimant until the date on which the Claimant responds to such request.

(e) Timing of Decision on Appeal. The reviewing committee shall act upon any request for review within 60 days after receipt thereof, unless special circumstances require an extension of time for review. If an extension of time for review is required, notice shall be furnished to the Claimant prior to the end of the initial 60-day period, indicating the special circumstances requiring an extension, and the date by which the committee expects to render its decision. In no event shall the decision of the reviewing committee be rendered more than 120 days after it receives the request for review. Notwithstanding the foregoing, if the reviewing committee constitutes a committee, then the time period may be as determined under ERISA Regulation Section 2560.503-1(i)(1)(ii).

(f) Decision on Review. The reviewing committee shall give notice of its decision on review to the Claimant within the applicable time period. If it is determined on review that benefits are payable under the Plan, HP will promptly establish the Claimant as a Participant and provide benefits as soon as administratively practicable thereafter. In the event that the reviewing committee confirms the denial of the claim, in whole or in part, the committee will provide the Claimant with written notice that sets forth: (i) the specific reason(s) for the denial, (ii) specific reference to the Plan provision(s) on which the denial is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information (other than that which is legally privileged) relevant to the Claimant's claim for benefits, and (iv) a statement of the Claimant's right to bring an action under ERISA Section 502(a).

(g) Limitation of Time Period for Bringing Action. No action in law or equity shall be brought under this Plan until exhaustion of the claims and appeal sprocess described in Section 8. In addition, no legal or equitable action may be brought any later than (a) one year after the date that the reviewing committee communicated the adverse benefit determination on appeal, or (b) two years after the facts giving rise to the legal or equitable action occurred.

9. Administration of the Plan; Amendment and Termination

(a) Plan Sponsor and Plan Administrator. HP is the sponsor of the Plan, and the HP Plan Committee (the "Committee") is the "plan administrator" for purposes of ERISA. The Committee has full discretionary authority to control and manage the operation and administration of the Plan and to take any and all action it deems advisable, in its sole discretion, including, without limitation, the authority of the Committee as set out in its charter. In addition, HP has sole discretion to determine elements of employment with respect to any Employee, Designated Employee or Participant, including, without limitation, all elements of eligible pay and employment dates. All determinations made by HP and the Committee in their respective capacities shall be final and conclusive upon all persons.

(b) Amendment And Termination Of The Plan. HP may amend and terminate the Plan at any time for any reason. In the event of an conflict between this Plan document and the summary plan description or any documents containing information about the Plan, the terms of this Plan will control.

10. General Provisions

(a) Choice of Law. This Plan shall be interpreted and construed in accordance with law of the State of Delaware, to the extent not preempted by ERISA.

(b) Assignment. No benefit paid or payable under this Plan shall be subject to assignment or alienation, and any attempt to do so shall be null and void. Notwithstanding the foregoing, HP may withhold from any amounts payable under this Plan such amounts as are necessary or appropriate to be withheld under applicable law or regulation.

(c) Death Benefit and Beneficiary. If a Participant dies before receipt of benefits that he was entitled to, then any remaining benefits will be paid to the beneficiary named (or deemed named) under his HP-provided life insurance.

(d) Competency to Handle Benefits. If any Participant or beneficiary appears to be unable to properly handle any property distributable to him under the Plan, the Administrator may make any reasonable arrangement for the distribution of Plan benefits on such person's behalf as it deems appropriate, and payment pursuant to such arrangements shall release HP from all further liability to the extent of the payment made.

(e) No Right to Employment. The establishment of the Plan, the granting of the benefits, and any action of HP or any other person shall not be held or construed to confer upon any person any right to be continued or rehired as an Employee or in any other capacity. No provision of the Plan shall restrict the right of HP or its affiliates to discharge any employee at any time, with or without cause.

(f) Unemployment Compensation. Nothing contained in this Plan shall entitle nor disentitle a Participant to unemployment compensation under the laws of the jurisdiction in which the Participant terminates employment. The determination of whether a Participant is entitled to unemployment compensation shall be made solely by the state agency with jurisdiction for making such determinations in each case.

(g) Severability of Provisions. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such provision had not been included.

(h) WARN Act Coverage. The WARN Payments provided under this Plan are intended to satisfy any and all statutory obligations that may arise out of a Participant's employment loss including, without limitation, the obligations under the WARN Act. The Plan shall be construed and interpreted to comply with such intention. In the event that an Employee's employment loss is deemed covered by the WARN Act and payments under this Plan are deemed not to satisfy the requirements of the WARN Act, the benefit payable under the Plan (including without limitation, the Salary Continuation Pay and associated benefits, and the Cash Severance Payment) shall be reduced (but not below zero) by an amount equal to 60 days of pay (or less, if required to meet the requirements of the WARN Act).

(i) No Pension Payments; Effect of Code Section 409A. This Plan is intended to be an employee welfare benefit plan within the meaning of ERISA Section 3(1) and Section 2510.3-1 of the regulations issued thereunder, as the total of all payments will in no event exceed two times the Participant's annual compensation during the year immediately preceding his or her termination; and all payments under the Plan shall be completed within 24 months of the Participant's Termination Date.

In addition, benefits under the Plan are not intended to be covered by Section 409A of the Internal Revenue Code of 1986, as amended, as the Plan is intended to constitute an exempt severance plan under regulations issued under Section 409A.

(j) Unknown Whereabouts. It shall be the duty of each Participant to inform HP of his or her current mailing address. If a Participant fails to inform HP of his or her current mailing address, HP shall not be responsible for any late payment, loss of benefits, or failure of any notice to be provided in a timely manner.

(k) Separate Agreements. The provisions under this Plan will apply to an Employee who is entitled to receive severance benefits under a managed services or other transactional agreement (including agreements pursuant to a merger, acquisition, asset purchase, outsourcing, or joint venture) in the same manner as these provisions apply to an Employee otherwise receiving benefits under this Plan, except that the benefit formula with respect to the amount of any cash severance payable to that Employee will be determined by the separate agreement, while other provisions

under this Plan, including the claims, appeals and limitations on action provisions, will continue to apply.

(l) Use of Vacation During Company Shut-Down; Non-Duplication of Benefits. Notwithstanding any other provision in the Plan, an Employee may be required to use his or her accrued vacation if his or her Career Transition Period coincides with a company shut-down (including, without limitation, the year-end holiday shut-down) during which employees are otherwise required to use vacation time. In addition, an Employee shall not be eligible for benefits under this Plan if the Administrator determines that in connection with a change in control or transaction between the Employee's previous employer and HP (including a merger, acquisition, asset purchase, outsourcing, joint venture, or any other form of business combination), the Employee received or will receive severance, salary continuation, pay in lieu of notice, and/or similar benefits from the Employee's previous employer or from HP.

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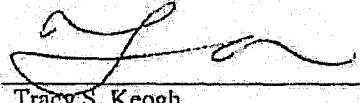
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under this Plan, including the claims, appeals and limitations on action provisions, will continue to apply.

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This amended and restated Plan is hereby adopted this 24 day of August, 2012, effective as of the date indicated above.

HEWLETT-PACKARD COMPANY

By 
Tracy S. Keogh
Executive Vice President, Human Resources

**FIRST AMENDMENT TO THE
HEWLETT-PACKARD COMPANY WORKFORCE REDUCTION PLAN
As amended and restated May 25, 2012**

Summary of amendment: Provides credit for employees of Autonomy, Inc. for periods of continuous service with Autonomy under the Hewlett-Packard Workforce Reduction Plan, as amended and restated effective May 23, 2012 (the "HP WFR Plan").

WHEREAS, Section 2 of the HP WFR Plan defines the term "Year(s) of Full-Time Equivalent Service" to exclude an employee's service with a company acquired by HP for purposes of calculating benefit amounts under the HP WFR Plan, unless the agreement under which the company was acquired requires such service crediting, or the HP WFR Plan is amended to provide such credit; and

WHEREAS, the Plan Committee wishes to amend the HP WFR Plan to provide that prior continuous service with Autonomy shall be credited for those former employees of Autonomy who become employees of HP effective January 1, 2013;

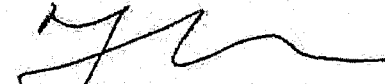
NOW THEREFORE, the following sentence shall be added to the end of the definition of the term "Year(s) of Full-Time Equivalent Service" in Section 2 of the HP WFR Plan, effective January 1, 2013:

Effective January 1, 2013, employees of Autonomy, Inc. who transfer directly from Autonomy to HP on or after January 1, 2013 shall have their prior continuous service with Autonomy included for purposes of determining their "Year(s) of Full-Time Equivalent Service" under this Plan.

This First Amendment to the HP WFR Plan is hereby adopted this 20 day of November, 2012, effective as of the date indicated above.

HEWLETT-PACKARD COMPANY

By



Tracy S. Keogh

Executive Vice President, Human Resources

EXHIBIT B

For employees notified on or after May 23, 2012 of inclusion in a workforce reduction

The Hewlett-Packard Company Workforce Reduction Plan (the "Plan"), as amended and restated for employee notifications occurring on or after May 23, 2012, is hereby amended, effective as of November 1, 2015, to change the name of the Plan and reflect the name change of the Plan sponsor as follows:

1. Section 1 of the Plan shall be amended to add the following paragraph to the end thereof, to read as follows:

"Effective on or about November 1, 2015, the Company's name was changed to HP Inc. In connection with the corporate name change, effective November 1, 2015, the name of the Plan was changed to the HP Inc. Workforce Reduction Plan."

2. The definition of "HP" in Section 2 of the Plan shall be amended to add the following sentence to the end thereof, to read as follows:

"Effective on or about November 1, 2015, the name of the Company was changed to HP Inc."

3. The definition of "Plan" in Section 2 of the Plan shall be amended to add the following sentence to the end thereof, to read as follows:

"Effective November 1, 2015, the name of the Plan was changed to the HP Inc. Workforce Reduction Plan."

This Fourth Amendment is executed this 19 day of December, 2016, to be effective as of the date indicated above.

HP INC. PLAN COMMITTEE

By: Cheryl Mohr
Cheryl Mohr
HP Inc. Plan Committee and
Senior Vice President, Human Resources
HP Inc.

EXHIBIT C

From: HRGS_WFRDocumentation
Sent: Friday, June 02, 2017 7:16 PM
To: bryfon2030@gmail.com
Subject: HP Inc : Important Legal Documents. Action required Bryant M Fonseca

US HR Global Services



Timing of execution of release agreement and Attachment A

Dear Bryant M,

You were previously notified in writing of your placement into the HP Workforce Reduction Plan (the "Plan") or your separation by MSA. The following attachments are your legal and informational documents related to these workforce reduction programs:

- **Release agreement:**

Depending on your level or role at HP you have been provided a specific release agreement applicable to those employees placed into, and terminated under, the guidelines of (the Plan) or HP's MSA program. In order to be eligible to receive severance, the release agreement that you have been provided must be printed, signed and returned to HP after your termination date but within 60 calendar days of your termination date. Electronic (email) copies will not be accepted.

- **Attachment A (if age forty or over)**

If you are age 40 or over, you will also receive Attachment A, which is a notice required under the Older Workers Benefit Protection Act (OWBPA). Please refer to your release agreement for additional information related to this notice. This document does not need to be returned to HP.

If you are under age 40, there will not be an Attachment A provided.

Please review all of the materials. If you still require additional information or answers to your questions, please feel free to email us at HRGS AMS FWFM (hrgs_ams_fwfm_dm@hp.com), and include your complete name and employee number.

Please confirm receipt of this email.

Regards

HP Inc.
US HR Global Services

LITTLER MENDELSON, P.C.
JODY A. LANDRY, Bar No. 125743
jlandry@littler.com
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CHRISTINA HAYES, Bar No. 267153
Chayes@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Facsimile: 619.232.4302

Attorneys for Defendants
HP INC. (formerly known as Hewlett-Packard
Company) and Enterprise Services LLC (formerly
known as HP Enterprise Services, LLC)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BRYANT FONSECA, an individual,
on behalf of himself and all others
similarly situated, and on behalf of
the general public,

Plaintiff,

v.

HEWLETT-PACKARD
COMPANY, a Delaware
Corporation; HP ENTERPRISE
SERVICES, LLC, a Delaware
Limited Liability Company; HP,
INC., a Delaware corporation; and
DOES 1-100, inclusive,

Defendants.

Case No. _____

(San Diego Superior Court Case No. 37-
2017-00045630-CU-WT-CTL)

DECLARATION OF SERVICE

I, Ann Posthill, declare:

I am, and was at the time of service of the papers herein referred to, over the
age of 18 years, and not a party to this action. I am employed in the office of a
member of the bar of this Court at whose direction the service was made. My
business address is 501 West Broadway, Suite 900, San Diego, California 92101.

On January 11, 2018, I served the following document(s):

- 1 **1. DEFENDANTS HP INC. AND ENTERPRISE SERVICES LLC NOTICE**
- 2 **TO FEDERAL COURT OF REMOVAL OF CIVIL ACTION w/Exhibits**
- 3 **A and B**
- 4 **2. CIVIL COVER SHEET**
- 5 **3. DECLARATION OF KHATEREH S. FAHIMI IN SUPPORT OF**
- 6 **NOTICE OF REMOVAL w/Exhibit C**
- 7 **4. DECLARATION OF KIM ORTOLANI IN IN SUPPORT OF**
- 8 **DEFENDANTS' REMOVAL OF ACTION TO FEDERAL COURT w/**
- 9 **exhibits**

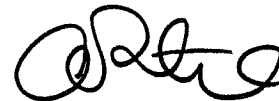
on the parties in this action addressed as follows:

JEFFREY L. HOGUE
TYLER J. BELONG
ERIK A. DOS SANTOS
HOGUE & BELONG
170 Laurel Street
San Diego, CA 92101
Tel.: (619) 238-4720
Fax: (619) 238-5260

Attorneys for Plaintiff
BRYANT FONSECA

BY U.S. MAIL: I placed a true and correct copy of the above document(s) in a sealed envelope, addressed as indicated above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business with postage thereon fully prepaid. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on January 11, 2018 at San Diego, California.



Ann Posthill

Firmwide:152234575.1 086660.1015

EXHIBIT B

EXHIBIT B

12/13/17 @ 2:50pm

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

HEWLETT-PACKARD COMPANY, a Delaware Corporation; HP ENTERPRISE SERVICES, LLC, a Delaware Limited Liability Company; HP, Inc., a Delaware corporation; and DOES 1-100, inclusive

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

BRYANT FONSECA, an individual, on behalf of himself and all others similarly situated, and on behalf of the general public

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/30/2017 at 10:38:00 AM

Clerk of the Superior Court
By Rhonda Babers, Deputy Clerk

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), 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), the California Courts Online Self-Help Center (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 puede 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), 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 lo 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 lo 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), en el Centro de Ayuda de las Cortes de California, (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 desachar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of San Diego
330 W. Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 37-2017-00045630-CU-WT-CTL

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):
Jeffrey L. Hogue, Hogue & Belong, 170 Laurel Street, San Diego, Ca 92101, 619-238-4720

DATE: 12/08/2017
(Fecha)

Clerk, by
(Secretario)

R. Babers
R. Babers

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): Hewlett-Packard Company, a Delaware Corporation

- 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): 12/13/17

Page 1 of 1

12/13/17 @ 2:50pm

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HEWLETT-PACKARD COMPANY, a Delaware Corporation; HP ENTERPRISE SERVICES, LLC, a Delaware Limited Liability Company; HP, Inc., a Delaware corporation; and DOES 1-100, inclusive

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

BRYANT FONSECA, an individual, on behalf of himself and all others similarly situated, and on behalf of the general public

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

ELECTRONICALLY FILED
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County of San Diego

11/30/2017 at 10:38:00 AM

Clerk of the Superior Court
By Rhonda Babers, Deputy Clerk

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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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California (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): Superior Court of San Diego

330 W. Broadway
San Diego, CA 92101

CASE NUMBER:

(Número del Caso):

37-2017-00045830-CU-WT-CTL

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):

Jeffrey L. Hogue, Hogue & Belong, 170 Laurel Street, San Diego, Ca 92101, 619-238-4720

DATE: 12/08/2017
(Fecha)

Clerk, by
(Secretario)

R. Babers
R. Babers

, 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)).



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): **Hp Enterprise Services, LLC, a Delaware Limited Liability Company**

- under:
- | | |
|--|---|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☒ by personal delivery on (date): **12/13 17**

Page 1 of 1

12/13/17 @ 2:50pm

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HEWLETT-PACKARD COMPANY, a Delaware Corporation; HP ENTERPRISE SERVICES, LLC, a Delaware Limited Liability Company; HP, Inc., a Delaware corporation; and DOES 1-100, inclusive

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

BRYANT FONSECA, an individual, on behalf of himself and all others similarly situated, and on behalf of the general public

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/30/2017 at 10:38:00 AM

Clerk of the Superior Court
By Rhonda Babers, Deputy Clerk

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), 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), the California Courts Online Self-Help Center (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 puede 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), 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), en el Centro de Ayuda de las Cortes de California, (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 desachar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of San Diego

330 W. Broadway
San Diego, CA 92101

CASE NUMBER:

(Número del caso):

37-2017-00046630-CU-WT-CTL

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):

Jeffrey L. Hogue, Hogue & Belong, 170 Laurel Street, San Diego, Ca 92101, 619-238-4720

DATE: 12/08/2017
(Fecha)

Clerk, by
(Secretario)

R. Babers

R. Babers

, 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)).



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):
HP, Inc., a Delaware corporation

- 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): 12/13/17

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey L. Hogue, SBN: 234557 Tyler J. Belong, SBN: 234543 170 Laurel Street San Diego, CA 92101 TELEPHONE NO.: 619-238-4720 FAX NO.: 619-238-5260 ATTORNEY FOR (Name): Plaintiff, Bryant Fonseca		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 11/29/2017 at 03:21:14 PM Clerk of the Superior Court By: Bruce Folis, Deputy Clerk			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice - Central		CASE NUMBER: 37-2017-00046830-CU-WT-CTL JUDGE: Judge Timothy Taylor DEPT:			
CASE NAME: Bryant Fonseca v. Hewlett-Packard Company, et al.					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width: 33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width: 33%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			

Items 1-8 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
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input checked="" type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input checked="" type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> 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): 7
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: November 29, 2017

Jeffrey L. Hogue

(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

CM-010

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7072	
PLAINTIFF(S) / PETITIONER(S): Bryant Fonseca	
DEFENDANT(S) / RESPONDENT(S): Hewlett-Packard Company et.al.	
FONSECA VS HEWLETT-PACKARD COMPANY [IMAGED]	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2017-00045630-CU-WT-CTL

CASE ASSIGNMENT

Judge: Timothy Taylor

Department: C-72

COMPLAINT/PETITION FILED: 11/29/2017

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	05/04/2018	09:45 am	C-72	Timothy Taylor

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2017-00045630-CU-WT-CTL

CASE TITLE: Fonseca vs Hewlett-Packard Company [IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central PLAINTIFF(S): Bryant Fonseca DEFENDANT(S): Hewlett-Packard Company et.al. SHORT TITLE: FONSECA VS HEWLETT-PACKARD COMPANY [IMAGED]	FOR COURT USE ONLY
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2017-00045630-CU-WT-CTL

Judge: Timothy Taylor

Department: C-72

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 11/30/2017

JUDGE OF THE SUPERIOR COURT

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [HP Accused of Age Discrimination in Workforce Reduction Plan](#)
