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County of Santa Clara
19CV352866
Reviewed By: Yuet Lai

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APPLE INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED JURISDICTION

APPLE INC.,

Plaintiff,

v.

GERARD WILLIAMS III,

Defendant.

Case No. 19CV352866

APPLE INC.'S COMPLAINT FOR:

1. BREACH OF CONTRACT

2. BREACH OF DUTY OF LOYALTY

Amount demanded exceeds \$25,000

1 Plaintiff Apple Inc. ("Apple") alleges as follows:

2 INTRODUCTION

3 1. This case involves a worst-case scenario for an innovative company like Apple: A trusted
4 senior director with years of experience, and years of access to Apple's most valuable information,
5 secretly starts a competing company leveraging the very technology the director was working on, and the
6 same teams he was working with, while still employed by Apple. These are violations of the most basic
7 duties owed by an employee, and in extreme cases like this one, Apple must take action to protect its
8 business.

9 2. Defendant Gerard Williams III was a senior platform architect at Apple. He joined Apple
10 in 2010, and occupied increasingly senior positions of trust and discretion. During his tenure at Apple,
11 he played a key role: He designed chips for a range of Apple products including the iPhone and iPad.
12 Williams was exposed to Apple's sensitive and proprietary technology and corporate strategy, and he
13 was compensated handsomely.

14 3. Unfortunately, rather than exploiting the technology he was working on *for* Apple,
15 Williams secretly considered how he could take an opportunity to exploit that technology *from* Apple.
16 Williams boasted about starting a new company with technology that he was working on at Apple, that
17 he believed Apple "needed," and that he believed Apple would have no choice but to purchase.

18 4. By 2018, Williams had started his new venture on Apple's dime. He called it NuVia.
19 Though he remained on Apple's payroll, Williams's focus turned from Apple to NuVia. He spent dozens
20 of hours on the phone with his co-founders and some of his coworkers, which was not necessary for his
21 job at Apple. While still employed by Apple, Williams began recruiting coworkers in order to mirror
22 Apple's teams at NuVia.

23 5. Williams knew these actions were prohibited, and attempted a cover-up. He apparently
24 told select Apple colleagues his venture was in "stealth mode." Williams also apparently avoided written
25 communications that he thought Apple could find. Williams did, however, reach out to coworkers by
26 phone. Williams's co-founders also reached out by phone. Indeed, one of Williams's co-founders
27 communicated with one of the first recruits from Apple throughout 2018, often shortly before or after
28 Williams had done the same. Williams apparently believed that having his co-founders handle

1 communications with his Apple colleagues would keep the recruits “clean.” Recruits were told not to let
2 Apple get wind of the communications.

3 6. NuVia’s mission appears to be to build chips leveraging technology directly related to
4 what Williams was developing for Apple. Williams never disclosed to Apple this extension of his work
5 at Apple—or the existence of this competing venture.

6 7. Williams was required to disclose to Apple extensions of the technology on which he was
7 working. Williams signed an Apple Intellectual Property Agreement (the “IPA”) as a condition of his
8 employment with Apple. The IPA and Williams’s duties as an employee required that: Williams would
9 not compete with, or take any actions inimical to the interests of, Apple while employed by Apple; he
10 would disclose any work he was doing that related to Apple’s business; and he would keep Apple’s
11 technology, business strategies, and personnel information in confidence. A true and correct copy of the
12 IPA Williams executed is attached as Exhibit A.

13 8. Williams resigned from Apple in February 2019, telling colleagues he wanted to start
14 “another journey,” one with family and friends, spend more time with his children, and “chill.” In fact,
15 he was doing none of this. Rather, in the days before his departure, Williams and his co-founders
16 continued to recruit coworkers to leave—efforts that continued in the following days. Numerous of these
17 recruits would join Williams in subsequent months.

18 9. Apple does not take this matter lightly—Apple does not litigate with past employees
19 regularly. Here, however, Williams’s actions, in competing with Apple while at the same time working
20 for Apple, jeopardize years of hard work by hundreds of people, and millions of dollars invested. Apple
21 therefore has little choice in order to protect its business, and so files this complaint seeking relief.

22 PARTIES

23 10. Plaintiff Apple Inc. is a California corporation with its principal place of business in
24 Cupertino, California. Apple is a world-renowned technology company. Since its founding in 1976,
25 Apple has revolutionized computing time and again. It designs, manufactures, and markets mobile
26 devices and computers, and produces a variety of related software, services, accessories, networking
27 solutions, and third-party digital content and applications.

11. Defendant Gerard Williams III is an individual who, on information and belief, resides in Los Altos, California.

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure Section 410.10 because Williams resides in California, because Williams consented to California personal jurisdiction pursuant to the IPA, and because acts from which liability arise occurred, in part, in California.

13. Venue is proper in Santa Clara County pursuant to California Code of Civil Procedure Section 395 because the IPA was entered into, in part, in this County, because the IPA provides for venue in this County, because acts from which liability arise occurred, in part, in this County, and because, on information and belief, Williams resides in this County.

STATEMENT OF FACTS

A. Apple Pioneers Mobile Computing.

14. Since its founding in 1976, Apple has repeatedly revolutionized markets for mobile and personal computing devices. The extraordinary acclaim and success of Apple's products is in large part a consequence of Apple's massive investment and tireless engagement in technological innovation, and its emphasis on elegance in design. Apple is constantly looking to improve its business and products.

15. One key aspect of Apple products is use of ARM architecture to implement systems-on-a-chip (“SOC”), combining in a single chip a central processing unit, a graphics processing unit, cached memory, and other components necessary for computing. This necessitates fewer transistors than integrating separate components on a motherboard, thereby reducing cost, power consumption, and heat dissipation. SOCs thus are ideal for both mobile computing and computing with dedicated functionality. The unique designs and architecture of these hardware components are critical to Apple’s competitive edge in the marketplace.

16. Williams was key to Apple's technologies in this area. He worked with, advised, and at times led the Apple teams that designed some of Apple's ARM technology—hardware that has helped power, and differentiate in the market, multiple generations of iPhones and iPads. Williams was involved in and exposed to some of Apple's advances in ARM chip architecture.

1 **B. Williams Joins Apple and Undertakes Duties to It.**

2 17. Defendant Gerard Williams III joined Apple in 2010. Williams's last day at Apple was
3 February 1, 2019.

4 18. As a condition of his employment with Apple, Williams executed and assented to an IPA.

5 19. Pursuant to the IPA, Williams agreed that "during the tenure of [Williams's] employment
6 by Apple [he] [would] not plan or engage in any other employment, occupations, consulting, or other
7 business activities or commitments competitive with or directly related to Apple's business or products,
8 or to its actual or demonstrably anticipated research and development."

9 20. Williams also agreed that his "employment by Apple creates a relationship of confidence
10 and trust with respect to any information of a confidential, proprietary, and secret nature that may be
11 disclosed to [him] or other otherwise learned by [him] in the course of [his] employment at Apple." The
12 IPA defined "Proprietary Information" to include Apple's "past, present, or future inventions,"
13 "hardware designs," "business strategies," and "personnel information." Williams agreed to "not use or
14 disclose Proprietary Information without the written consent of Apple, except as necessary to perform
15 [his] duties as an employee of Apple."

16 21. Additionally, Williams agreed "that all inventions that (a) are developed using the
17 equipment, supplies, facilities, or Proprietary Information of Apple or its subsidiaries; or (b) result from
18 or are suggested by work performed by [him] for Apple or its subsidiaries; or (c) are conceived or
19 reduced to practice during [his] employment by Apple and relate to the business and products, or to the
20 actual or demonstrably anticipated research or development of Apple or its subsidiaries ("Apple
21 Inventions"), will be the sole and exclusive property of Apple." Williams agreed he would promptly
22 disclose all Apple Inventions and perform all acts needed to assign them to Apple.

23 22. Finally, Williams agreed that a breach of his duty of confidence and trust or a violation of
24 his obligation to disclose and assign to Apple all Apple Inventions "would cause irreparable harm and
25 significant injury to Apple."
26
27
28

1 **C. Williams Acquires Intimate Knowledge About Apple Technology, Personnel**
2 **Working on That Technology, and Business Strategy.**

3 23. At Apple, Williams was a Senior Director in platform architecture, and was engaged in
4 development of every Apple processor from the A7, which first appeared in the iPhone 5S, through the
5 A12X announced in October 2018. Williams acquired and developed intimate knowledge about the
6 layout, function, and design of Apple's ARM architecture and SOCs.

7 24. Williams oversaw, advised, and guided teams at Apple working on a range of ARM
8 architecture technology focused on CPU chips and SOCs, including RTL development, physical design,
9 performance modeling, and verification. While the focus at Apple was to build ARM CPUs and SOCs
10 for the iPhone and iPad, the technology that Williams was exposed to, and the developments and
11 breakthroughs that Apple had in these fields during the nine years he was at the company, directly relate
12 to the development of ARM chips for use in servers. It is well-known that Apple spends hundreds of
13 millions of dollars on servers in its data centers, and that Apple has considered designing (or
14 customizing) servers. Moreover, Apple has researched and developed significant server-related
15 technology to optimize performance of servers used in its own operations and development work.

16 25. As a high-ranking Apple employee who enjoyed significant discretion and managerial
17 responsibilities while employed by Apple, Williams also became intimately familiar with Apple's
18 corporate strategy, business plans, and personnel information. As a manager from 2011 to 2017, he
19 understood intimately how Apple structured product development teams, was familiar with employees'
20 experience and specialties, and knew how employees were regarded by their colleagues and superiors.
21 He even had access to the personnel files of dozens of employees, including their salaries and RSU
22 (Apple stock) grants. As a manager, he was responsible for reviewing and approving offers, salary
23 increases, bonuses, promotions and stock grants. This information would improperly aid him when he
24 and his associates at NuVia began selecting and recruiting key employees to leave.

25 26. Williams exercised a great deal of discretionary authority and was afforded significant
26 autonomy, which he abused. As a Senior Director, his time and hours were not closely monitored, nor
27 was he required to account for his whereabouts, even during work hours. Nonetheless, even without the
28

benefit of discovery, it is possible to see that Williams used this autonomy and trust to take advantage of Apple, spending considerable time in 2018 and January 2019 in discussions with his partners at NuVia.

D. Williams Starts a Competing Venture with Related Technology on Apple's Time.

27. Notwithstanding his contractual obligations not to compete with Apple while working for Apple, Williams surreptitiously spent years contemplating a competing business. As early as 2015, Williams began text messaging certain colleagues about starting a business to develop computer chips for servers. The text messages evince that Williams's new venture would build technology directly related to Apple business and products. For instance, on October 5, 2015, Williams exchanged messages with a fellow Apple engineer:

GW: Well. The server mkt is ripe for a new player. And a new supercomputer too

[...]

GW: Crap a few extra billion in a good server. Nice business

AS: no one has done the server market well

GW: And a game console. Another few billion.

[...]

AS: yeah just trying to think of who would acquire a server business at ridiculous multiples

GW: *Crazy thing Apple needs the software*

28. On October 17, 2015, Williams messaged another Apple engineer, describing the technology he would build for his conceived company as arising from and suggested by his work at Apple:

GW: Shit *I could start up a few new companies with the pooh I'm building*

GW: And remove all the crud

AS: I know! Isn't that the truth.

GW: *I have seriously thought about it*

[...]

GW: Crap *I could actually go build a server and kill everyone on power and perf.*

1 GW: That market is in the billions.

2 GW: Multi

3 GW: And *I know I could make a way better solution*

4 29. Phone and text records show that by 2018, Williams was actively working on his venture,
5 NuVia, which would capitalize on the technology he was working on at Apple's future expense. He
6 spent hours on calls with his two NuVia co-founders Manu Gulati and John Bruno, including during
7 business hours, all while still employed at Apple. His duty was to Apple, but his loyalty increasingly
8 was to NuVia.

9 a. During the first six months of 2018, Williams spoke with Bruno or Gulati at least
10 30 times for a total of 1,126 minutes.

11 b. From July through September 2018, Williams spoke to Bruno and Gulati at least
12 42 times for a total of 1,149 minutes.

13 c. From October through December 2018, they spoke at least 88 times for a total of
14 2,361 minutes.

15 d. In January 2019, as Williams was telling colleagues he wanted to "spend time with
16 family," he was speaking to Bruno and Gulati almost every day—at least 46 times over the month for a
17 total of 702 minutes.

18 30. Williams also began working with Amarjit Gill, an angel investor and former principal at
19 PA Semi, a semiconductor company acquired by Apple in 2008. Phone records show calls between
20 Williams and Gill in 2018 and January 2019, before Williams left Apple.

21 31. Williams also began recruiting Apple employees to join NuVia, though he did not handle
22 all the recruiting himself. Gulati called the very same Apple employees that Williams was calling—often
23 shortly before or after Williams did. Gill joined the efforts reaching out to one of the recruits multiple
24 times in the days leading up to Williams's departure. As later communications reveal, Williams believed
25 that having others handle recruiting on his behalf would keep the recruits "clean."

26 32. Though Williams's attention had turned to NuVia, he nonetheless stuck around to ensure
27 significant stock grants vested at the end of the year. He waited until January 3, 2019, to provide Apple
28 his official notice of resignation, thereby benefitting from extremely valuable stock grants vesting in late

1 2018 (in addition to his salary). On January 28, 2019, Williams announced his departure to his Apple
2 colleagues, claiming he was leaving to spend more time with family and friends:

3 Colleague: So sad to see you go. Are you 'retiring,' or going to work
4 somewhere else?

5 Williams: Chill time for me. Maybe return in a little while. But want to
6 spend time with family.

6 33. Williams's last day at Apple was February 1, 2019.

7 34. Based on statements made during NuVia's solicitation of Apple employees, NuVia plans
8 to build CPU chips and SOCs that can be used in servers. To do so, Williams will be leveraging almost a
9 decade of development work at Apple, with key Apple experts in CPU and SOC technologies whom
10 Williams and his co-founders recruited before Williams left. And again, even though NuVia's
11 technology is tied to technologies developed at Apple, Williams never afforded to Apple the chance to
12 exploit it. Notwithstanding his obligations to tell Apple about any work that he did relating to Apple's
13 business, Williams never disclosed to Apple his separate venture or the work on a competitive project
14 that he had performed.

15 **E. Williams Recruits Key Apple Employees While Still Employed by Apple.**

16 35. Months *before* departing, Williams began recruiting colleagues to join him in leaving
17 Apple for NuVia. It is now apparent that Williams was setting the table for employees to leave Apple
18 after he did. Again, Williams was not alone. Williams and his co-founders coordinated efforts with
19 numerous, lengthy calls to key Apple personnel.

20 36. Throughout 2018, Gulati called Williams and thereafter called Employee 1—this
21 happened more than ten times. Gill called Employee 1 on January 31, 2019 and February 1, 2019—
22 Williams's last day. Williams capped off the recruitment—he also called Employee 1 on February 1,
23 2019. Williams's calls to Employee 1 were not part of his work for Apple, as they continued on
24 February 2, 5, 7, and 10, after Williams left. Employee 1 gave notice before the month was out.

25 37. Throughout August 2018, Williams was in close contact with his co-founder Gulati, who
26 shortly after a call with Williams, reached out to Employee 2, an Apple system performance architect.
27 Williams kept at it—he held long calls with Employee 2 on December 7, 2018, January 11, 2019, and
28

1 January 29, 2019. The lengthy calls continued after Williams's last day at Apple, including on February
2 5, 6, and 8. Employee 2 left Apple for NuVia by June.

3 38. By the end of June 2019, Williams and NuVia had raided Apple of a number of key
4 personnel responsible for the technology that Williams was working on at Apple and that he wanted to
5 keep exploiting for NuVia. In addition to Employees 1 and 2, Williams and NuVia recruited away:
6 Employee 3, an Apple platform architect; Employee 4, an Apple hardware engineer; Employee 5, an
7 Apple packaging engineer; Employee 6, an Apple senior engineer; Employee 7, an Apple design
8 engineer; and Employee 8, an Apple mobile silicon architect. Many of these individuals had been
9 Williams's subordinates at Apple. And most of these employees followed Williams's lead, timing their
10 departures from Apple to closely follow the vesting of significant stock grants.

11 39. Williams and NuVia's efforts to recruit an Apple senior engineer, Employee 9, evidence
12 NuVia's relatedness to technology Williams was building for Apple. For example, Employee 9
13 exchanged messages with Manu Gulati on March 5, 2019:

14 E9: Nice to chat with you on Sunday. I can come today after 2pm to meet,
15 lemme know if this works and there is interest in hiring me.

16 MG: Hi [Employee 9]. Definitely interested. Let me get back to you re
17 time to meet

18 ...

19 E9: kk see u then. *I usually don't like to toot my own horn f2f ☺, but all*
20 *the critical single cycle paths in IEX and LSU for Cyclone were*
21 *implemented by me and even after all these years, not too many people*
22 *know how these were implemented. I am sure [Employee 1], Boris and*
23 *Gerard will vouch on this ☺ And yes I am still fully hands on, otherwise I*
24 *would not be willing to risk leaving Apple and equity behind*

25 (emphasis added)

26 40. Williams and NuVia's communications with Employee 9 also reflect an awareness of the
27 impropriety of and a need to keep quiet about the efforts to raid Apple of key personnel. For example,
28 NuVia routed communications between Employee 9 and Williams through Manu Gulati, who was not an
Apple employee, in order to "keep [Employee 9] clean." Similarly, on March 26, 2019, Amarjit Gill
messed him: "[Employee 9], hope you are doing well. Pls keep our discussions quiet and discreet so
[Apple Employee] or others don't get wind of it. Let's catch up on a call today." The following day,

1 Employee 9 messaged Williams: "Hi Gerard. Pls don't worry about stealth mode, I am not going to leak
2 out."

3 41. Apple developed processor and SOC technologies at great expense, and through years of
4 painstaking research, experimentation, and trial and error. The technologies it has developed confer
5 considerable economic benefits on Apple. While Apple continues to suffer harm, Williams is unjustly
6 enriched, realizing a tremendous head start from the sweat of Apple's brow for his business developing
7 technology conceived during his time at Apple that he never disclosed or offered to Apple.

8 **FIRST CAUSE OF ACTION**

9 **(Breach of Contract)**

10 42. Apple incorporates all of the above paragraphs as though fully set forth herein.

11 43. Williams executed and assented to the IPA.

12 44. Apple has not breached the IPA.

13 45. The IPA prohibits Williams from planning or engaging in any business activities or
14 commitments competitive with or directly related to Apple's business or products, or to its actual or
15 demonstrably anticipated research or development, during the tenure of his employment by Apple.

16 46. During the tenure of his employment by Apple, Williams planned and developed a
17 business called NuVia. Williams's activities and commitments in connection with NuVia were
18 competitive with and directly related to Apple's business and products, as well as its actual and
19 demonstrably anticipated research and development, including because he and his co-founders recruited
20 numerous Apple engineers and because NuVia is developing processor and SOC technology for servers
21 that utilizes design insights and innovations Williams and his cohort were exposed to in the course of
22 their processor and SOC development work on Apple products and for Apple's business.

23 47. Williams thus breached his contractual obligations not to compete with Apple.

24 48. The IPA requires Williams to disclose and assign to Apple all inventions that: (a) are
25 developed using the equipment, supplies, facilities, or Proprietary Information of Apple; (b) result from
26 or are suggested by work Williams performed for Apple; or (c) are conceived or reduced to practice
27 during Williams's employment by Apple and relate to the business and products, or to the actual or
28 demonstrably anticipated research or development of Apple or its subsidiaries.

49. On information and belief, Williams is developing products for NuVia based on work the results from or was suggested by Williams's work at Apple and that relate to its business, products, research, and development. Williams has failed to disclose and assign these inventions to Apple.

50. Williams thus breached his contractual obligations concerning Apple inventions.

51. As a direct and proximate result of Williams's breaches of the IPA, Apple has suffered and will continue to suffer actual damages, in an amount to be determined at trial, including but not limited to, lost cost savings, loss of profits from the chance to develop products being developed by NuVia, and delays and setbacks from the loss of key personnel critical to its hardware development efforts. And Williams has been unjustly enriched, including by avoiding the enormous risk and investment of time, resources, and money necessary to develop technologies and retain personnel critical to NuVia's potential success.

SECOND CAUSE OF ACTION

(Breach of Duty of Loyalty)

52. Apple incorporates all of the above paragraphs as though fully set forth herein.

53. By virtue of his employment with Apple, Williams owed a duty of loyalty to Apple under the common law and Labor Code sections 2860 and 2863.

54. Williams's duty of loyalty forbade him from, among other things, competing with Apple or aiding its competitors; from acquiring a material benefit from a third party in connection with the use of his position; and from using or disclosing Apple's information for his or a third party's purposes.

55. Williams breached his duty of loyalty by, among other things, while employed by Apple, starting a competitive business, NuVia, and failing to disclose his work in the same space as Apple.

56. As a direct and proximate result of Williams's breaches of his duty of loyalty, Apple has suffered and will continue to suffer actual damages, in an amount to be determined at trial, including but not limited to lost cost savings, loss of profits from the chance to develop products being developed by NuVia, and through delays and setbacks from the loss of key personnel critical to Apple's hardware development efforts. And Williams has been unjustly enriched, including by avoiding the enormous risk and investment of time, resources, and money necessary to develop technologies and retain personnel critical to NuVia's potential success.

1 57. Williams's breaches of his duty of loyalty were done with malice and oppression, thereby
2 entitling Apple to an award of punitive damages.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Apple requests the following relief:

- 5 a. Judgment in Apple's favor and against Williams on the causes of action alleged
6 herein;
- 7 b. For injunctive relief;
- 8 c. For a constructive trust;
- 9 d. For an award of damages in an amount to be determined at trial;
- 10 e. For specific performance;
- 11 f. For restitution and disgorgement of unjust enrichment;
- 12 g. For punitive damages; and
- 13 h. For all other relief the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Apple demands a trial of its claims by jury to the extent authorized by law.

16
17 Dated: August 7, 2019

DURIE TANGRI LLP

18
19 By: 

JOSHUA H. LERNER
HENRY H. CORNILLIE

20
21 Attorneys for Plaintiff
APPLE INC.

EXHIBIT A

142241

Intellectual Property Agreement

Williams III, Gerard R.

This Agreement sets forth the agreements between you and Apple Inc. (Apple) concerning any inventions you may make in connection with your employment by Apple and your treatment of Apple's confidential and proprietary information. Apple has agreed to employ you (or if this Agreement is being executed after you have already been employed by Apple, to continue to employ you) on the condition that you agree to and will abide by the following terms and conditions for the duration of your employment by Apple (including, but not limited to, any leave of absence or other time off) and thereafter.

1.0 INVENTIONS

As used in this Agreement, the term "Inventions" means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulas, processes, computer programs or portions thereof, databases, trade secrets and proprietary information, documentation, and materials made, created, conceived, or reduced to practice by you, whether alone or jointly with others.

a. Your Rights in Inventions. (i) Prior Inventions. In the space provided below, or on a separate sheet attached to this Agreement, you may list all inventions (a) that you made prior to your employment by Apple; (b) that you claim belong to you, or that you claim an ownership interest in, or to which you claim any other legal right or title; and (c) in which you wish to retain any claimed ownership or other legal rights ("Prior Inventions"). If you do list such Prior Inventions, you hereby grant to Apple a royalty-free, irrevocable, perpetual, worldwide license to any Prior Invention that is now or hereafter infringed by an Apple product, process, or method of doing business (hereinafter "Apple Product") if: (i) you were involved in the development or implementation of that portion of the Apple Product which infringes your Prior Invention, or (ii) you acquiesced or permitted other Apple employees to utilize your Prior Invention in the course of their development or implementation of the Apple Product, or (iii) upon first learning of Apple's use of your Prior Invention you do not immediately notify in writing your Apple vice president of Apple's infringing use of your Prior Invention and the need for a license thereto. If you do not list a Prior Invention, you acknowledge and agree that no such Prior Inventions exist and, to the extent such Prior Inventions do exist, you waive any and all rights or claims of ownership to such Prior Inventions. You understand that your listing of any Prior Invention(s) here does not constitute an acknowledgment by Apple of the existence or extent of such Prior Inventions, nor of your ownership of such Prior Inventions. Please do not use this space to disclose an ongoing business or project, or a product that you are developing and/or distributing; such ongoing activity must be presented to your manager in writing, and approved in advance by your Apple vice president.

Prior Inventions (description and identifying number of patent, if applicable):

Title

Date

Brief Description of Invention

☐ A separate sheet listing Employee Inventions is attached.

(ii) Future Employee Inventions.¹ Apple acknowledges and agrees, in accordance with applicable state law, that any inventions (a) that you develop entirely on your own time; and (b) that you develop without using Apple's or its subsidiaries' equipment, supplies, facilities, or trade secret information; and (c) that do not result from any work performed by you for Apple or its subsidiaries; and (d)² that do not relate, at the time of conception or reduction to practice, to Apple's or its subsidiaries' business or products, or to Apple's or its subsidiaries' actual or demonstrably anticipated research or development, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple.

b. Apple's Rights in Inventions. (i) Assignment of Inventions to Apple. You agree that all inventions that (a) are developed using the equipment, supplies, facilities, or Proprietary Information of Apple or its subsidiaries; or (b) result from or are suggested by work performed by you for Apple or its subsidiaries; or (c)³ are conceived or reduced to practice during your employment by Apple and relate to the business and products, or to the actual or demonstrably anticipated research or development of Apple or its subsidiaries ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple. You agree to perform any and all acts requested by Apple, if any, to perfect this assignment. (ii) Disclosure. You agree to make full written disclosure promptly to Apple of any and all Apple Inventions. (iii) Assignment of Moral Rights to Apple. In addition, to the extent permitted by law, you hereby transfer and assign any "moral" rights that you may have in any Apple Invention(s) under any copyright or other law, whether U.S. or foreign. You agree to waive and never to assert any such "moral" rights in Apple Inventions during or after the termination of your employment by Apple. You agree that Apple, its subsidiaries, and its licensees are not required to designate you as the author of any Apple Inventions when distributed. You also agree that Apple retains sole discretion with regard to how and for what purposes, if any, such Apple Invention(s) are used.

c. Protection of Apple Inventions. You agree (at Apple's expense) to assist Apple in every proper way to obtain and to help Apple enforce patents, copyrights, and other legal protections for Apple Inventions in any and all countries. You agree to promptly execute any documents that Apple may reasonably request for use in obtaining or enforcing such patents, copyrights, and other legal protections. You acknowledge that all original works of authorship that are made by you (solely or jointly with others) within the scope of your employment by Apple, and that are protectable by copyright, are works made for hire, as that term is defined in the United States Copyright Act (17 U.S.C. § 101).

2.0 CONFIDENTIAL PROPRIETARY INFORMATION

You understand that your employment by Apple creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and secret nature that may be disclosed to you or otherwise learned by you in the course of your employment at Apple, including but not limited to any confidential information of third parties disclosed to Apple. Such confidential, proprietary, and secret information includes, but is not limited to, information and material relating to past, present, or future inventions, marketing plans, manufacturing and product plans, technical specifications, hardware designs and prototypes, business strategies, financial information and forecasts, personnel information, and customer lists, and is referred to collectively in this Agreement as "Proprietary Information."

a. Confidentiality of Proprietary Information. You understand and agree that your employment by Apple requires you to keep all Proprietary Information in confidence and trust for the tenure of your employment and thereafter, and that you will not use or disclose Proprietary Information without the written consent of Apple, except as necessary to perform your duties as an employee of Apple. Upon termination of your employment with Apple, you will promptly deliver to Apple all documents and materials of any kind pertaining to your work at Apple, and you agree that you will not take with you any documents, materials, or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information.

b. Information of Others. You agree that during the tenure of your employment by Apple and thereafter, you will not improperly use or disclose to Apple any confidential, proprietary, or secret information of your former employers or any other person. You further agree that you have not, and during your employment with Apple will not, bring any confidential, proprietary, or secret information of your former employer(s) or any other person(s) onto Apple property.

¹For employees in California: Labor Code §2870 provides: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

²For employees in the states of Kansas, Minnesota, or Washington: Section 1.0 a. (ii)(d) reads as follows: "(d) that do not directly relate at the time of conception or reduction to practice to Apple's business or products, or actual or demonstrably anticipated research or development of Apple, will be owned entirely by you, even if developed by you during the time period in which you are employed by Apple."

³For employees in the states of Kansas, Minnesota, or Washington: Section 1.0 b. (i)(c) reads as follows: "(c) are conceived or reduced to practice during your employment by Apple and relate directly to the business or products, or actual or demonstrably anticipated research or development of Apple ("Apple Inventions"), will be the sole and exclusive property of Apple, and you will and hereby do assign all your right, title, and interest in such Apple Inventions to Apple."

3.0 NO CONFLICTING OBLIGATIONS

a. No Conflicting Outside Interests. You agree that during the tenure of your employment by Apple you will not plan or engage in any other employment, occupations, consulting, or other business activities or commitments competitive with or directly related to Apple's business or products, or to its actual or demonstrably anticipated research or development, nor will you engage in any other activities that conflict with your employment obligations to Apple. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.

b. No Conflicting Agreements. You represent to Apple that you have no other commitments that would hinder or prevent the full performance of your duties as an Apple employee or your obligations under this Agreement, and you agree not to enter into any such conflicting agreement during the tenure of your employment by Apple.

c. Disclosure of Agreement. You hereby authorize Apple to notify others, including customers of Apple, and any future employers you may have, of the terms of this Agreement and your responsibilities under this Agreement.

d. During your employment and for a period of one (1) year following your termination date, you will not, directly or indirectly, solicit, encourage, recruit, or take any action intended to induce Apple employees or contractors to terminate their relationship with Apple.

4.0 NO IMPLIED EMPLOYMENT RIGHTS

You understand and agree that no term or provision of this Agreement confers upon you any rights to continued employment by Apple and that no term or provision of this Agreement obligates Apple to employ you for any specific period of time or interferes with or restricts your right or Apple's right to terminate your employment at any time for any reason.

5.0 EQUITABLE RELIEF

A breach of the provisions of sections 1.0 or 2.0 of this Agreement would cause irreparable harm and significant injury to Apple; the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, you agree that Apple will have the right to enforce sections 1.0 and 2.0 of this Agreement by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies available to Apple in the event of a breach of this Agreement.

6.0 GENERAL PROVISIONS

a. Severability. If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect.

b. Governing Law. This agreement will be governed by the laws of the state where you are currently or were most recently employed, excluding that body of law concerning conflicts of law. Any arbitration or judicial action between the parties relating to this Agreement will take place in Santa Clara County, California, and you and Apple each consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

c. Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives, and will be for the benefit of Apple, its successors, and assigns.


d. Entire Agreement. This Agreement sets forth the entire agreement between you and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both you and an Apple vice president. Any subsequent changes in your duties, salary, or compensation will not affect the validity or scope of this Agreement.

e. Compliance with Laws. You agree that you will comply, and do all things necessary for Apple and its subsidiaries to comply, with the laws and regulations of all governments where Apple and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and Apple or its subsidiaries.

7.0 VOLUNTARY AGREEMENT

You acknowledge that you have read this Agreement carefully, that you understand all of its terms, that all agreements between you and Apple relating to the subjects covered in this Agreement are contained in it, and that you have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself.

You further acknowledge that you have had the opportunity to discuss this Agreement with your private legal counsel.


Employee's Signature

7 JAN 2010
Date

GERARD R. WILLIAMS III
Employee's Printed Name

Please make and retain a copy of this agreement for your records.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joshua H. Lerner (SBN 220755) DURIE TANGRI LLP 217 Leidesdorff St. San Francisco, CA 94111 TELEPHONE NO: 415-362-6666 FAX NO: 415-236-6300 ATTORNEY FOR (Name): Apple Inc.		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 8/7/2019 11:11 AM Reviewed By: Yuet Lai Case #19CV352866 Envelope: 3230626
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First St. MAILING ADDRESS: CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court		
CASE NAME: Apple Inc. v. Gerard Williams III		CASE NUMBER: 19CV352866
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)
		JUDGE: DEPT:

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

1. Check **one** box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<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 type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input checked="" 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 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 | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | 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 |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | 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): Two (2)
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: 8/7/2019
 Joshua H. Lerner

(TYPE OR PRINT NAME)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (18)
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

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER: 19CV352866

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <_CountyName_> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Pierce, Mark H Department: 2

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 11/19/2019 Time: 3:45 p.m. in Department: 2

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

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WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

SUMMONS (CITACION JUDICIAL)

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

GERARD WILLIAMS III

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

APPLE INC.

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

E-FILED
8/7/2019 11:11 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
19CV352866
Reviewed By: Yuet Lai
Envelope: 3230626

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 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 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of Santa Clara, California

191 North First Street, San Jose, CA 95113

Downtown Superior Court

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):

Gerard Williams III, 1833 Fallen Leaf Ln., Los Altos, CA 94024

CASE NUMBER:
(Número del Caso):

19CV352866

DATE 8/7/2019 11:11 AM
(Fecha)

Clerk of Court

Clerk, by Yuet Lai
(Secretario)

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):

- 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):