

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.)

- ☒ Conexant Systems, Inc. (Case No. 13-10367)
☐ Conexant CF, LLC (Case No. 13-10368)

- ☐ Brooktree Broadband Holdings, Inc. (Case No. 13-10369)
☐ Conexant, Inc. (Case No. 13-10370)
☐ Conexant Systems Worldwide, Inc. (Case No. 13-10371)

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Name and address where notices should be sent:



31951543006421

XIN FAN
C/O ROGER R CARTER
THE CARTER LAW FIRM
2030 MAIN STREET
SUITE 1300
IRVINE, CA 92614

RECEIVED

MAY 14 2013

BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number () email:

Name and address where payment should be sent (if different from above):

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on:

Payment Telephone Number () email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED

\$ 101,188.26

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM:

(See instruction #2)

Services Performed (unpaid wages)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

SVC SEC 4436 / Employee ID 46444

3a. Debtor may have scheduled account as:

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:

Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: \$

Annual Interest Rate: % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$

Basis for Perfection:

Amount of Secured Claim: \$

Amount Unsecured: \$

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount.

Amount entitled to priority: \$

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ().

☐ Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

Conexant Systems



00078

7. DOCUMENTS: *Attached are redacted copies of documents that support the claim,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

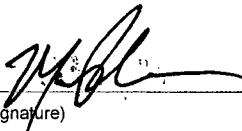
8. SIGNATURE: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARC PHELPS
Title: President - Attorney
Company: The Phelps Law Group
Address and telephone number (if different from notice address above):


(Signature)

5/2/13
(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INDEX

Case Name: XIN FAN v. CONEXANT

Index	Description	Date	INITIALS
1	SUMMONS & COMPLAINT	4/5/12	JB
2	CIVIL COVER SHEET, ABR PKG & RELATED DOCS	4/5/12	JB
3	STIP PROTECTIVE ORDER	4/19/12	JB
4	M.O. RE: CMC	5/3/12	JB
5	NTC OF CMC	5/14/12	JB
6	P'S INITIAL CMC STATEMENT	6/6/12	JB
7	NTC OF CONTINUED CASE MANAGEMENT CONFERENCE	6/12/12	JB
8	POS SUMMONS & COMPLAINT (CONTEXANT, INC., CONTEXANT SYSTEMS, INC.)	7/6/12	JB
9	D' ANSWER TO CLASS ACTION COMPLAINT	8/6/12	JB
10	REQUEST FOR COURTCALL TELEPHONIC APPEARANCE	8/6/12	JB
11	P's CMC STATEMENT	8/13/12	FD
12	JOINT STATUS CONFERENCE REPORT	11/7/12	AD
13	AMENDED JOINT SC REPORT	11/8/12	AD
14	SUBSTITUTION OF ATTORNEY – CIVIL [DENNIS GALLAGHER]	1.28.13	FD
15	SUBSTITUTION OF ATTORNEY – CIVIL [SAILESH CHITTIPEDDI]	1.28.13	FD
16	P'S CMC STATEMENT	3/6/13	LC
17	M.O. RE: STATUS CONFERENCE	3/11/13	LC
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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 03/11/2013

TIME: 08:07:00 AM

DEPT: CX101

JUDICIAL OFFICER PRESIDING: At the Direction of Gail Andler

CLERK: Mary White

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT:

CASE NO: 30-2012-00559771-CU-OE-CXC CASE INIT.DATE: 04/05/2012

CASE TITLE: Fan vs. Conexant, Inc.

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 71673708

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The court, having been notified by counsel for Defendant that this case has been removed to Federal Court, hereby orders this case suspended pursuant to California Rules of Court 3.650. All reporting requirements are vacated. Parties are ordered to comply with California Rules of Court 3.650(d) by notifying the court when the stay has been lifted or is no longer in effect. Failure to comply with this rule may subject counsel to sanctions, pursuant to California Rules of Court 3.650.

The Status Conference set for 03/13/2013 at 9:00 AM. in Department CX11 is vacated.

The Review Hearing is scheduled for 05/07/2013 at 09:00 AM in Department CX101, re bankruptcy.

Court orders clerk to give notice.

CLERK'S CERTIFICATE OF MAILING: I certify I am not a party to this cause, over age 18, and a copy of this document was mailed first class postage, prepaid in a sealed envelope addressed as shown, on 11-MAR-2013, at Santa Ana, California. ALAN CARLSON /EXECUTIVE OFFICER & CLERK OF THE SUPERIOR COURT, BY: M.WHITE deputy.

ROGER R CARTER
THE CARTER LAW FIRM
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

SCOTT B COOPER



CASE TITLE: Fan vs. Conexant, Inc.

CASE NO: 30-2012-00559771-CU-OE-CXC

THE COOPER LAW FIRM
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

MARC H PHELPS
THE PHELPS LAW GROUP
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

DENNIS R GALLAGHER
4000 MACARTHUR BLVD
NEWPORT BEACH, CA 92660

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800-535-7753

1 (Counsel of Record Listed on Next Page)
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MAR 13 2013
CLERK OF COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE

10
11 XIN FAN, on behalf of herself and all others
12 similarly situated,

13 Plaintiff,

14 v.

15 CONEXANT, INC., a Delaware
16 corporation; CONEXANT SYSTEMS,
INC., a Delaware corporation; and DOES 1
through 100, inclusive

17
18 Defendants.
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Case No. 30-2012-00559771-CU-OE-CXC
Assigned to Hon. Gail A. Andler
Dept. CX101

**PLAINTIFF'S CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: March 13, 2013
Time: 9:00 a.m.
Dept.: CX101



1 ROGER R. CARTER (SBN 140196)
2 THE CARTER LAW FIRM
3 2030 Main Street, Suite 1300
4 Irvine, California 92614
5 Tel.: (949) 260-4737; Fax: (949) 260-4754
6 Email: rcarter@carterlawfirm.net

7 SCOTT B. COOPER (SBN 174520)
8 THE COOPER LAW FIRM, P.C.
9 2030 Main Street, Suite 1300
10 Irvine, California 92614
11 Tel.: (949) 724-9200; Fax: (949) 724-9255
12 Email: scott@cooper-firm.com

13 MARC H. PHELPS (SBN 237036)
14 THE PHELPS LAW GROUP
15 2030 Main Street, Suite 1300
16 Irvine, California 92614
17 Tel: (949) 260-4735; Fax: (949) 260-4754
18 Email: marc@phelpsllawgroup.com

19 Attorneys for Plaintiff XIN FAN
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1 Plaintiff Xin Fan hereby submits the following Case Management Conference Statement in
2 connection with the Case Management Conference set for 9:00 a.m. on March 13, 2013, in
3 Department CX-101 of the Orange County Civil Complex Center, before the Hon. Gail A. Andler.

4 Plaintiff has been informed that Defendant has filed for Chapter 11 Bankruptcy and
5 accordingly requests that the Court stay this matter indefinitely including taking the scheduled Case
6 Management Conference off calendar. Defendant has represented to Plaintiff's counsel that it
7 intends to file a notice of stay of proceedings advising the Court of the Chapter 11 Bankruptcy.

8
9 Dated: March 6, 2013

THE PHELPS LAW GROUP

10
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12 By: 

13 Marc H. Phelps
14 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2030 Main Street, Suite 1300, Irvine, California 92614.

On March 6, 2013, I served the foregoing documents described as **PLAINTIFF'S CASE MANAGEMENT CONFERENCE STATEMENT** on interested parties in this action as follows:

SEE ATTACHED MAILING LIST

☒ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Irvine, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with the United States postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the 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.

☐ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (fax) number as noted.

☐ **(BY ELECTRONIC MAIL)** I caused said document(s) to be electronically transmitted to each addressee's e-mail address as noted.

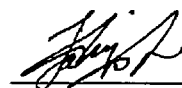
☐ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service List.

☐ **(BY CERTIFIED MAIL-RETURN/RECEIPT)** I caused said document(s) to be mailed by Certified Mail-Return/Receipt to the offices of the addressee listed on the Service List.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the Bar of this court at whose direction the service was made.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2013 Irvine, California.



Fatima Durrani

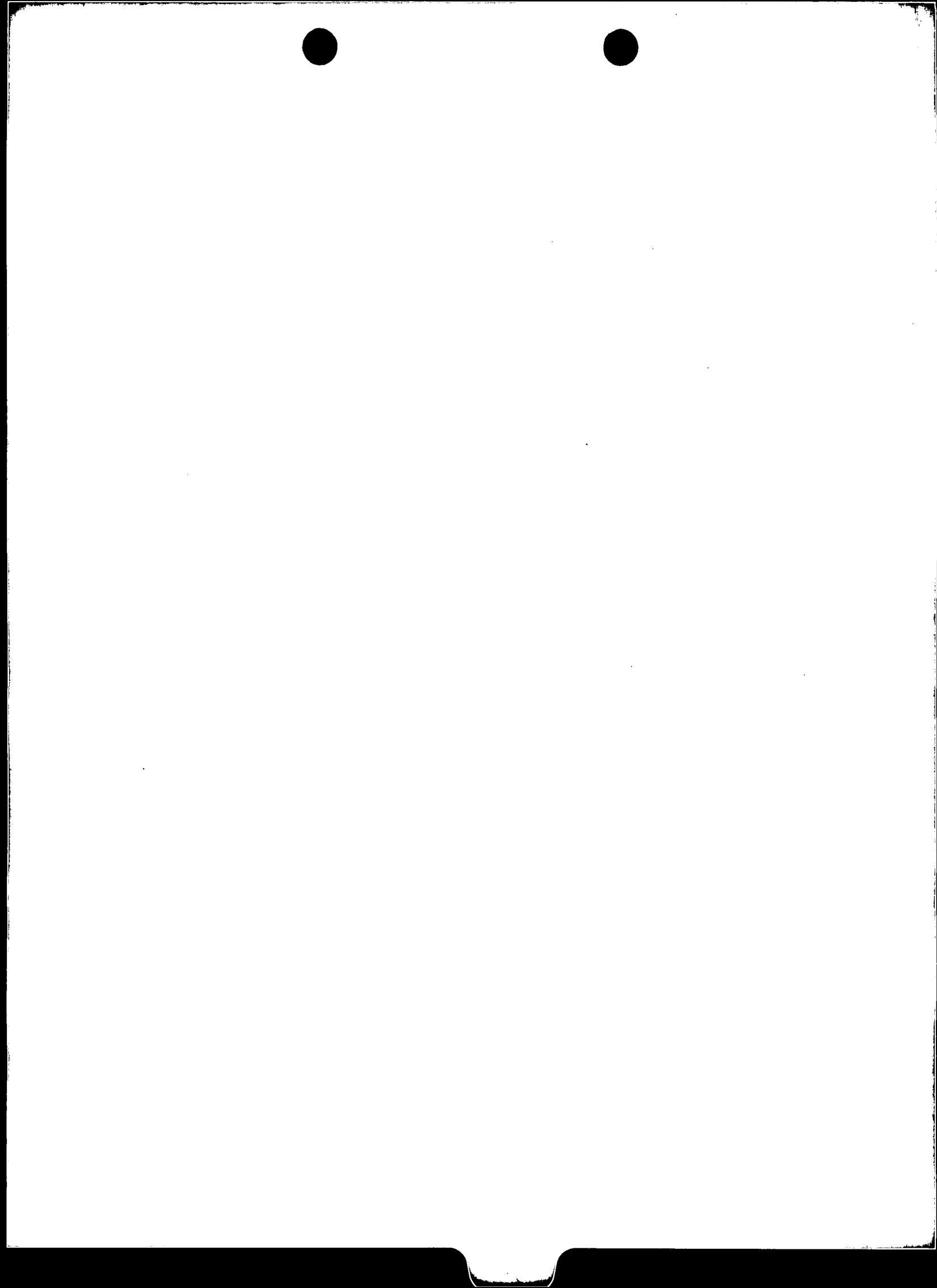


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MAILING LIST

Dennis Gallaher
Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA 92660
Tel.: 949.483.4600

© Legal Dimensions 1979
800-535-7753



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): STEPHEN J. KEPLER (BAR NO. 155451) ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS, LLP 1900 Main Street, Fifth Floor Irvine, California 92614-7321 TELEPHONE NO.: (949) 553-1313 FAX NO. (Optional): (949) 553-8354 E-MAIL ADDRESS (Optional): skepler@allenmatkins.com/mdangler@allenmatkins.com ATTORNEY FOR (Name): CONEXANT, INC. and CONEXANT SYSTEMS, INC.		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE COUNTY STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: CIVIL COMPLEX		
CASE NAME: FAN v. CONEXANT, INC., et al.		
SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)		
		CASE NUMBER: 30-2012-00559771

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): CONEXANT, INC. makes the following substitution:

- Former legal representative ☐ Party represented self ☒ Attorney (name): Stephen J. Kepler
- New legal representative ☐ Party is representing self* ☒ Attorney
 - Name: Dennis Gallagher
 - State Bar No. (if applicable): 191941
 - Address (number, street, city, ZIP, and law firm name, if applicable): Conexant Systems, Inc.; 4000 MacArthur Boulevard, Newport Beach, California 92660
 - Telephone No. (include area code): (949) 483-4600
- The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (specify):

*NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES

- Guardian
- Personal Representative
- Guardian ad litem
- Conservator
- Probate fiduciary
- Unincorporated association
- Trustee
- Corporation

If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.

NOTICE TO PARTIES WITHOUT ATTORNEYS

A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.

4. I consent to this substitution.

Date: January 25, 2013

Sailesh Chittipeddi

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: January __, 2013

Stephen J. Kepler

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF FORMER ATTORNEY)

6. ☒ I consent to this substitution.

Date: January 25, 2013

Dennis Gallagher

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF NEW ATTORNEY)

(See reverse for proof of service by mail)



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PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) and am not a party to this action. My business address is 1900 Main Street, Fifth Floor, Irvine, California 92614-7321.

On January 28, 2013, I served the within document(s) described as:

SUBSTITUTION OF ATTORNEY

on the interested parties in this action as stated on the attached mailing list:

☒ **BY MAIL:** I placed a true copy of the document in a sealed envelope or package addressed as indicated in the attached Service List on the above-mentioned date in Irvine, California for collection and mailing pursuant to the firm's ordinary business practice. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. 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.

Executed on January 28, 2013, at Irvine, California.

Julie A. Arden
(Type or print name)


(Signature of Declarant)



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SERVICE LIST

Roger R. Carter, Esq.
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

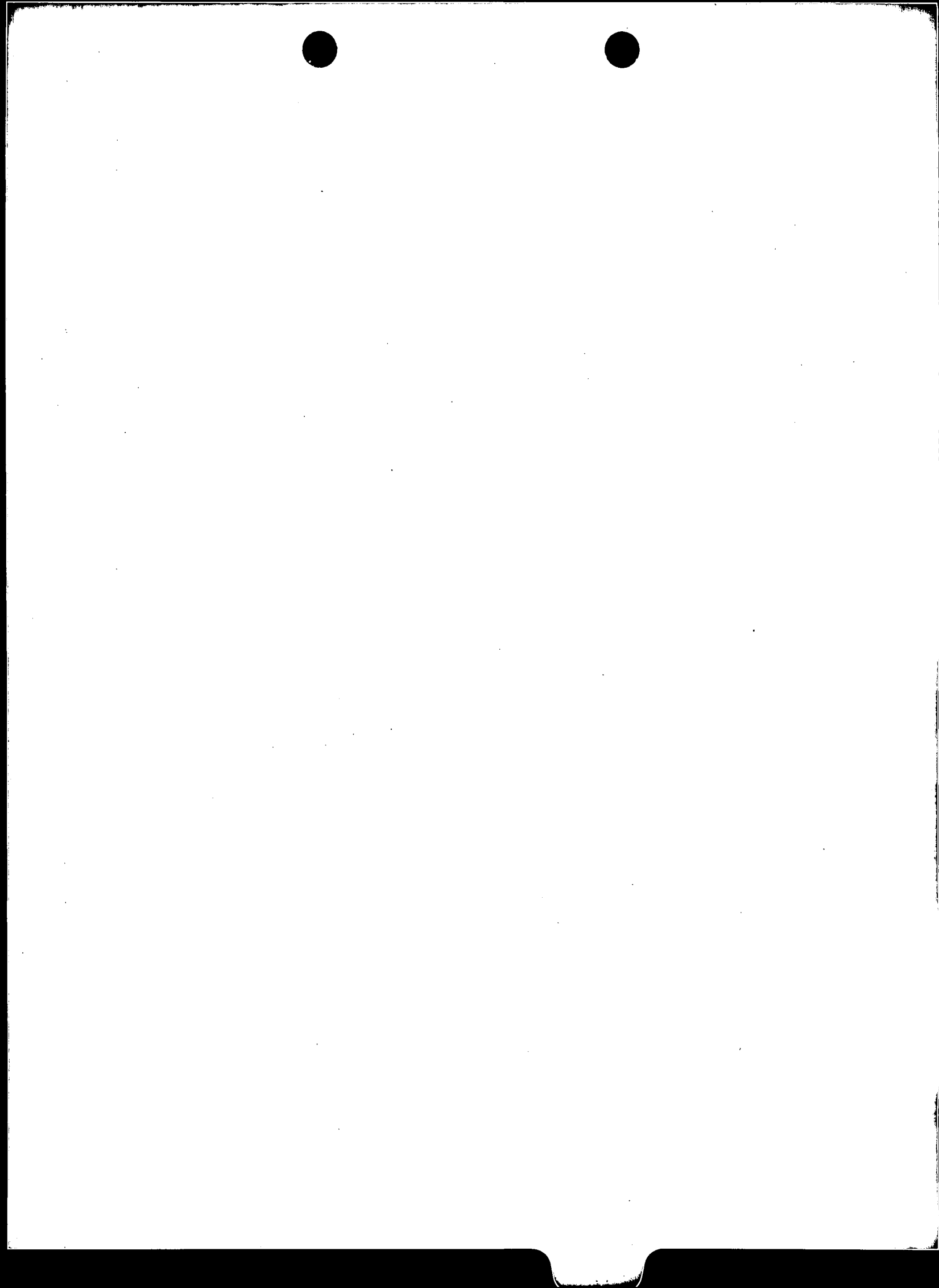
Attorneys for Plaintiff

Scott B. Cooper, Esq.
The Cooper Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 724-9200
Fax: (949) 724-9255

Attorneys for Plaintiff

Marc Phelps, Esq.
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Attorneys for Plaintiff



1. **Former legal representative** ☐ Party represented self ☒ Attorney (name): Stephen J. Kepler
2. **New legal representative** ☐ Party is representing self* ☒ Attorney
a. Name: Dennis Gallagher . b. State Bar No. (if applicable): 191941
c. Address (number, street, city, ZIP, and law firm name, if applicable): Conexant Systems, Inc.; 4000 MacArthur Boulevard,
Newport Beach, California 92660
d. Telephone No. (include area code): (949) 483-4600
3. The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (specify):

American LegalNet, Inc.
www.FormsWorkflow.com



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On January 28, 2013, I served the within document(s) described as:

SUBSTITUTION OF ATTORNEY

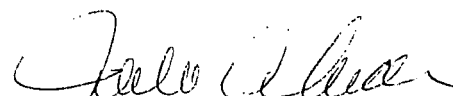
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 28, 2013, at Irvine, California.

Julie A. Arden
(Type or print name)


(Signature of Declarant)



SERVICE LIST

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Roger R. Carter, Esq.
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

Attorneys for Plaintiff

Scott B. Cooper, Esq.
The Cooper Law Firm
2030 Main Street, Suite 1300
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Attorneys for Plaintiff

Marc Phelps, Esq.
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Attorneys for Plaintiff





1 THE PHELPS LAW GROUP
2 MARC H. PHELPS (BAR NO. 237036)
3 2030 MAIN STREET, SUITE 1300
4 IRVINE, CALIFORNIA 92614
5 PHONE: (949) 260-4735
6 FAX: (949) 260-4754
7 E-Mail: marc@phelpslawgroup.com

8 Attorneys for Plaintiff
9 XIN FAN

10 **PLAINTIFF'S COUNSEL CONTINUED ON**
11 **NEXT PAGE**

12 ALLEN MATKINS LECK GAMBLE
13 MALLORY & NATSIS LLP
14 STEPHEN J. KEPLER (BAR NO. 155451)
15 MICHELLE S. DANGLER (BAR NO. 208662)
16 1900 Main Street, Fifth Floor
17 Irvine, California 92614-7321
18 Phone: (949) 553-1313
19 Fax: (949) 553-8354
20 E-Mail: skepler@allenmatkins.com
21 mdangler@allenmatkins.com

22 Attorneys for Defendants
23 CONEXANT, INC. and CONEXANT SYSTEMS,
24 INC.

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA
26 FOR THE COUNTY OF ORANGE -- CIVIL COMPLEX

27 XIN FAN, on behalf of herself and all others
28 similarly situated,

Plaintiff,

v.

CONEXANT, INC., a Delaware corporation;
CONEXANT SYSTEMS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2012-00559771

ASSIGNED FOR ALL PURPOSES TO
JUDGE GAIL A. ANDLER
DEPARTMENT CX-101

**AMENDED JOINT STATUS
CONFERENCE REPORT**

Date: November 14, 2012
Time: 9:00 a.m.
Dept.: CX-101

Complaint Filed: April 5, 2012
Trial Date: Not Set



1
2
3 THE CARTER LAW FIRM
4 ROGER R. CARTER (BAR NO. 140196)
5 2030 MAIN STREET, SUITE 1300
6 IRVINE, CALIFORNIA 92614
7 PHONE: (949) 260-4737
8 FAX: (949) 260-4754
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THE COOPER LAW FIRM, P.C.
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IRVINE, CALIFORNIA 92614
PHONE: (949) 724-9200
FAX: (949) 724-9255
E-Mail: scott@cooper-firm.com



1
2
3 Plaintiff Xin Fan and Defendants Conexant, Inc. and Conexant Systems, Inc.
4 ("Defendants"), by and through their undersigned counsel of record, submit this Amended
5 Joint Initial Case Management Conference Report in connection with the Conference set
6 for November 14, 2012 at 9:00 a.m. The initial report was inadvertently submitted
7 prematurely in error by Defendant.

8 **I. OUTLINE OF CLAIMS.**

9 This is a proposed wage and hour class action case that was filed on or about April
10 5, 2012. Plaintiff asserts five causes of action against Defendants, all based upon the
11 allegation that Defendants misclassified certain employees holding various Engineer titles
12 as "exempt" and did not pay them overtime or provide meal periods as required by
13 California law. Plaintiff alleges that this case is appropriate for class treatment because the
14 putative class members are similarly situated and were damaged by common, systematic
15 policies and practices of Defendants. The proposed Class is composed of Conexant
16 Verification Engineers, Test Engineers, Digital Engineers, AMS Engineers, CAD
17 Engineers, Software Engineers and Design Engineers in the positions "Engineer 1,
18 Engineer 2, Staff Engineer and Senior Staff Engineer" who worked in California from
19 April 5, 2008, to the present.

20 In the first cause of action, Plaintiff (on behalf of herself and the purported class)
21 alleges that Defendants violated Labor Code section 1194 by failing to pay the engineers
22 overtime.

23 In the second cause of action, Plaintiff (on behalf of herself and the purported class)
24 alleges that Defendants violated Labor Code section 226.7 by failing to provide required
25 meal periods to the engineers.

26 In the third cause of action, Plaintiff (on behalf of herself and the purported class)
27 alleges that Defendants violated Labor Code section 203 by failing to timely pay all wages
28 due upon termination.

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3 In the fourth cause of action, Plaintiff (on behalf of herself and the purported class)
4 alleges that Defendants violated Labor Code section 226 by knowingly and intentionally
5 failing to provide the required itemized wage statements to the engineers and also failing to
6 maintain accurate records of the hours worked by the engineers.

7 In the fifth cause of action, Plaintiff (on behalf of herself and the general public)
8 alleges that Defendants committed unfair business practices in violation of California
9 Business and Professions Code section 17200 et seq. by misclassifying the engineers as
10 exempt and not paying them overtime or providing them with meal periods required by
11 California law.

12 In response, Defendants, Plaintiff's former employer, contend that this matter is not
13 suitable for class treatment. Defendants further contend that Plaintiff was appropriately
14 classified as exempt from overtime. Defendants further contend that its engineers who are
15 and were classified as exempt are and were appropriately classified as exempt from
16 overtime under the administrative, professional, computer professional, learned
17 professional and/or outside sales exemptions. Defendants further contend that it complied
18 with the applicable meal and rest period requirements.

19 There are no cross-claims in this action.

20 **II. RELATED LITIGATION PENDING IN OTHER COURTS.**

21 The parties are not aware of any related litigation pending in other courts.

22 **III. APPLICABILITY AND ENFORCEABILITY OF ARBITRATION**
23 **CLAUSES.**

24 **A. Defendants' Position.**

25 Plaintiff is bound by a mutual and enforceable agreement to arbitrate, which
26 encompasses the individual claims asserted by her in the Complaint. Plaintiff's counsel
27 was provided with a copy of Plaintiff's arbitration agreement on April 30, 2012. To date,
28 Plaintiff has refused to dismiss this action and proceed in the proper arbitration forum with



1
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3 her individual claims.¹ [A copy of Plaintiff's executed arbitration agreement is attached as
4 Exhibit A.]

5 Plaintiff's arbitration agreement requires her to arbitrate her individual claims and
6 does not authorize classwide arbitration. (See *Kinecta Alternative Financial Solutions,*
7 *Inc. v. Superior Court* (2012) 205 Cal.App.4th 506, 509-510, 519 [when an arbitration
8 agreement covers the claims of a class plaintiff but does not authorize class arbitration, the
9 court should enter an order sending the plaintiff's individual claims to arbitration and
10 "dismissing the class action allegations from the complaint"].]

11 The very recent 2012 cases in this area, including the California Court of Appeal
12 opinions in *Kinecta Alternative Financial Solutions, Inc. v. Superior Court* and *Nelsen v.*
13 *Legacy Partners Residential, Inc.* (1st App. Dist., July 18, 2012) 207 Cal.App.4th 1115,
14 2012 Cal.App. LEXIS 821, at **23-30), provide Defendant with a clear and unmistakable
15 mandate that this case must be sent to the American Arbitration Association for resolution.

16 In *Kinecta*, the appellate court determined that an arbitration agreement between an
17 employer and an employee, which broadly covered "all disputes" arising from their
18 employment relationship and did not facially "prohibit class arbitration," nonetheless did
19 not authorize class arbitration because language in the agreement indicated that the parties

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21 Contrary to Plaintiff's position stated below, the arbitration agreement is enforceable and does
22 not limit discovery to two deposition per side. It permits discovery as contemplated by the
23 Code of Civil Procedure and recites AAA Rule 9 which provides that the "arbitrator shall have
24 the authority to order such additional discovery by way of deposition, interrogatory, document
25 production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of
26 the issues in dispute." Plaintiff's Arbitration Agreement at II. "Discovery".
27 Courts have routinely held that Rule 9 permits adequate discovery. (*Roman*, 172 Cal.App.4th
28 at pp. 1476-1477 [quoting the rule, stating "[t]here appears to be no meaningful difference
29 between the scope of discovery approved in *Armendariz* and that authorized by the AAA
30 employment dispute rules, certainly not the role of the arbitrator in controlling the extent of
31 actual discovery permitted"]; *Lucas v. Gund* (C.D. Cal. 2006) 450 F.Supp.2d 1125, 1133; see
32 also *Lagatree v. Luce Forward, Hamilton & Scripps* (1999) 74 Cal.App.4th 1105, 1130 fn.
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34 (*Armendariz*, 24 Cal.4th at p. 106.) In *Dotson v. Amgen, Inc.* (2010) 181 Cal.App.4th 975, the
35 court held that when, as here, an arbitrator has discretion over discovery, it cannot be assumed
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37 opposite: We assume that the arbitrator will operate in a reasonable manner in conformity with
38 the law." (*Id.* at p. 984.) In sum, Rule 9 applies here and it permits sufficient discovery.

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4 groups" or "classes" to which the employee belonged. (*Kinecta*, 205 Cal.App.4th at pp.
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8 "any claim, dispute, or controversy" arising from their employment relationship, did *not*
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12 The *Kinecta* and *Nelson* decisions do not stand alone. Other courts have followed
13 suit. Courts may not order arbitration of class claims unless the parties expressly agree to
14 class arbitration [citation] and parties rarely, if ever, agree to this because it lacks the
15 benefits that motivate parties to agree to individual or bilateral arbitration." (*Caron v.*
16 *Mercedes-Benz Financial Services USA LLC* (4th App. Dist., June 29, 2012), __
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19 ["the FAA requires not just compelling arbitration, but compelling arbitration on an
20 individual basis in the absence of a clear agreement to proceed on a class basis"].)

21 **B. Plaintiff's Position.**

22 Whether or not the arbitration agreement that Defendant references allows for class
23 arbitration is immaterial because the agreement is invalid and therefore Plaintiff's claims
24 must be litigated in this court, on a class-wide basis.

25 The arbitration agreement is titled "Prospective Employees" and was required to be
26 signed by Plaintiff to be employed; indeed, the agreement explicitly states that "I
27 understand that I am offered employment in consideration of my promise to arbitrate
28 claims." Additionally, the agreement limits depositions to two per side and to "any expert

² The California Supreme Court denied review in *Kinecta* on July 11, 2012. (See 2012 Cal. LEXIS 6606.), and subsequently denied review in *Nelson* on October 31, 2012.



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3 witness designated by the other party." The agreement is also silent as to class actions; it
4 contains no "class action ban."

5 While the prospective employee arbitration agreement states that arbitrations are to
6 be conducted according to AAA rules, Plaintiff was not provided with a copy of those
7 rules at the time that she signed the agreement. This, coupled with the fact that the
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9 employment renders it procedurally unconscionable and unenforceable. *Armendariz v.*
10 *Foundation Health Psychcare Servs., Inc.*, 24 Cal.4th 83, 114-115 (2000) ("in the case of
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14 are in a position to refuse a job because of an arbitration requirement."); *Mayers v. Volt*
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18 Moreover, the agreement is substantively unconscionable under *Armendariz* 24
19 Cal.4th 83 (2000), because of its limitations on depositions. See also *Ferguson v.*
20 *Countrywide Credit Industries, Inc.*, 298 F.3d 778, 787 (9th Cir. Ca. 2002) (invalidating an
21 arbitration agreement under *Armendariz* that limited each side to three depositions, finding
22 "an insidious pattern" in the agreement highlighted by these discovery provisions which
23 "appear to favor Countrywide at the expense of its employees.").

24 **IV. STATUS OF THE CASE.**

25 At the August 15, 2012 case management conference, the Court asked the parties to
26 meet and confer regarding whether informal discovery was feasible in this case and asked
27 that Plaintiff target a date in April, 2013 for filing her motion for class certification.
28 Defendant subsequently expressed the view that it was unlikely to respond to any
discovery, formal or informal, "in light of our arbitration rights." Following further
investigation of the case facts, Plaintiff sent an informal discovery request to Defendant on

1
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5 of documents and set of special interrogatories), but offered Defendant 60 days to respond
6 if Defendant would first respond to the informal discovery. Plaintiff proposed that dates
7 be scheduled for PMK depositions in early January, 2013. Plaintiff asked Defendant if it
8 would meet and confer regarding this proposal; Defendant did not respond. Plaintiff again
9 emailed Defendant on November 1, 2012 requesting times for a meet and confer
10 conference to discuss the discovery and Defendant did not respond.

11
12 Dated: November 9, 2012

THE PHELPS LAW GROUP
MARC H. PHELPS

13
14 By: /s/ Marc H. Phelps

MARC H. PHELPS
Attorneys for Plaintiff
XIN FAN

15
16 Dated: November 9, 2012

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
STEPHEN J. KEPLER

17
18
19 By: /s/ Michelle S. Dangler

MICHELLE S. DANGLER
Attorneys for Defendants
CONEXANT, INC. and CONEXANT
SYSTEMS, INC.

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) and am not a party to this action. My business address is 1900 Main Street, Fifth Floor, Irvine, California 92614-7321.

On November 8, 2012, I served the within document(s) described as:

AMENDED JOINT STATUS CONFERENCE REPORT

on the interested parties in this action as stated below:

Marc Phelps, Esq. Attorneys for Plaintiff
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Roger R. Carter, Esq. Attorneys for Plaintiff
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

Scott B. Cooper, Esq. Attorneys for Plaintiff
The Cooper Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 724-9200
Fax: (949) 724-9255

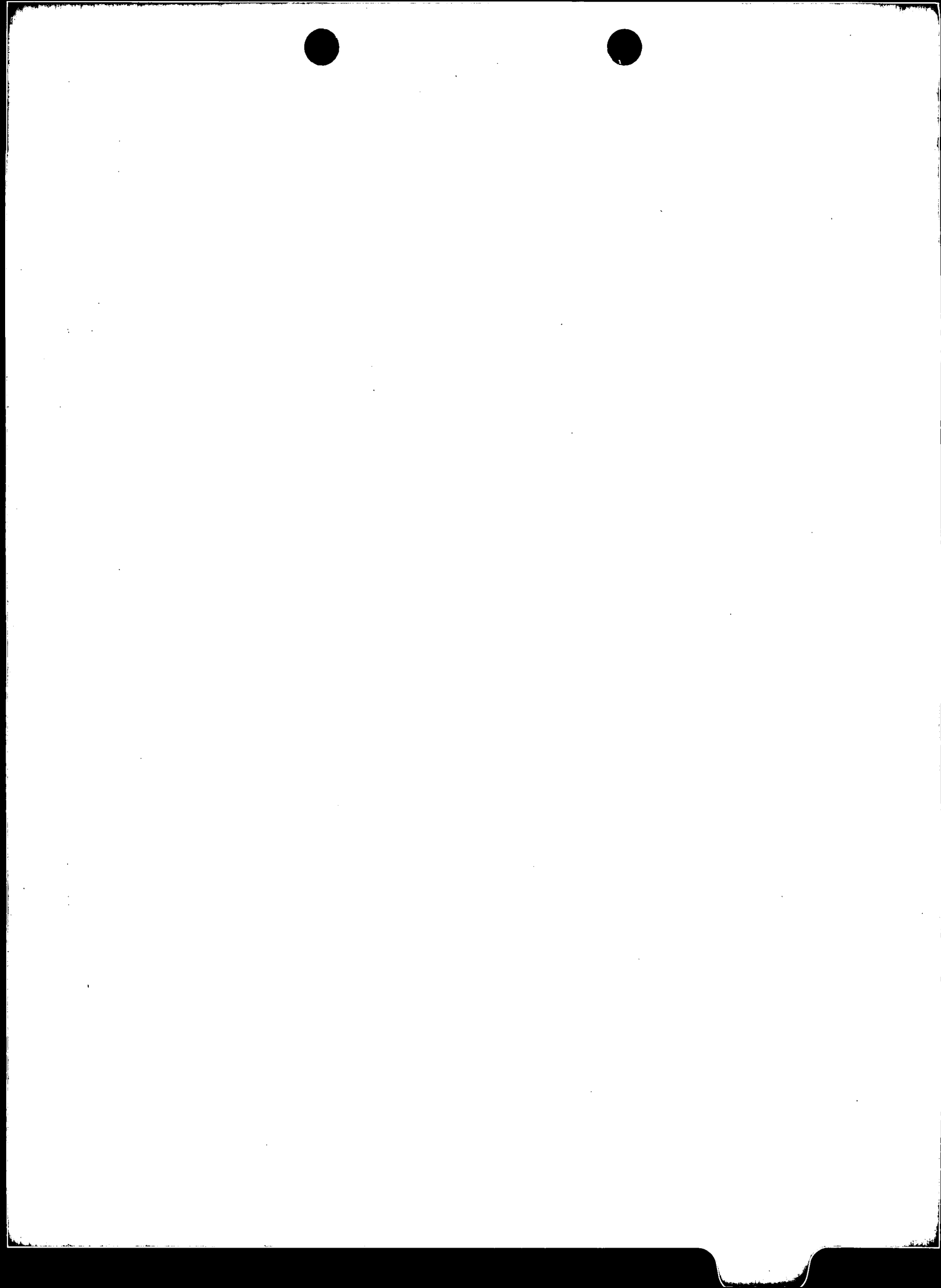
☒ **BY MAIL:** I placed a true copy of the document in a sealed envelope or package addressed as indicated above on the above-mentioned date in Irvine, California for collection and mailing pursuant to the firm's ordinary business practice. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. 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.

Executed on November 8, 2012, at Irvine, California.

Julie A. Arden
(Type or print name)

(Signature of Declarant)



1 THE PHELPS LAW GROUP
2 MARC H. PHELPS (BAR NO. 237036)
3 2030 MAIN STREET, SUITE 1300
4 IRVINE, CALIFORNIA 92614
5 PHONE: (949) 260-4735
6 FAX: (949) 260-4754
7 E-Mail: marc@phelpslawgroup.com

8 Attorneys for Plaintiff
9 XIN FAN

10 **PLAINTIFF'S COUNSEL CONTINUED ON**
11 **NEXT PAGE**

12 ALLEN MATKINS LECK GAMBLE
13 MALLORY & NATSIS LLP
14 STEPHEN J. KEPLER (BAR NO. 155451)
15 MICHELLE S. DANGLER (BAR NO. 208662)
16 1900 Main Street, Fifth Floor
17 Irvine, California 92614-7321
18 Phone: (949) 553-1313
19 Fax: (949) 553-8354
20 E-Mail: skepler@allenmatkins.com
21 mdangler@allenmatkins.com

22 Attorneys for Defendants
23 CONEXANT, INC. and CONEXANT SYSTEMS,
24 INC.

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA
26 FOR THE COUNTY OF ORANGE -- CIVIL COMPLEX

27 XIN FAN, on behalf of herself and all others
28 similarly situated,

Plaintiff,

v.

CONEXANT, INC., a Delaware corporation;
CONEXANT SYSTEMS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,
Defendants.

Case No. 30-2012-00559771

ASSIGNED FOR ALL PURPOSES TO
JUDGE GAIL A. ANDLER
DEPARTMENT CX-101

**JOINT STATUS CONFERENCE
REPORT**

Date: November 14, 2012
Time: 9:00 a.m.
Dept.: CX-101

Complaint Filed: April 5, 2012
Trial Date: Not Set



1 THE CARTER LAW FIRM
2 ROGER R. CARTER (BAR NO. 140196)
3 2030 MAIN STREET, SUITE 1300
4 IRVINE, CALIFORNIA 92614
5 PHONE: (949) 260-4737
6 FAX: (949) 260-4754
7 E-Mail: rcarter@carterlawfirm.net

8 THE COOPER LAW FIRM, P.C.
9 SCOTT B. COOPER (BAR NO. 174520)
10 2030 MAIN STREET, SUITE 1300
11 IRVINE, CALIFORNIA 92614
12 PHONE: (949) 724-9200
13 FAX: (949) 724-9255
14 E-Mail: scott@cooper-firm.com

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1 Plaintiff Xin Fan and Defendants Conexant, Inc. and Conexant Systems, Inc.
2 ("Defendants"), by and through their undersigned counsel of record, submit this Joint
3 Initial Case Management Conference Report in connection with the Conference set for
4 November 14, 2012 at 9:00 a.m.

5 **I. OUTLINE OF CLAIMS.**

6 This is a proposed wage and hour class action case that was filed on or about April
7 5, 2012. Plaintiff asserts five causes of action against Defendants, all based upon the
8 allegation that Defendants misclassified certain employees holding various Engineer titles
9 as "exempt" and did not pay them overtime or provide meal periods as required by
10 California law.

11 In the first cause of action, Plaintiff (on behalf of himself and the purported class)
12 alleges that Defendants violated Labor Code section 1194 by failing to pay the engineers
13 overtime.

14 In the second causes of action, Plaintiff (on behalf of herself and the purported
15 class) alleges that Defendants violated Labor Code section 226.7 by failing to provide the
16 required meal periods to the engineers.

17 In the third cause of action, Plaintiff (on behalf of herself and the purported class)
18 alleges that Defendants violated Labor Code section 203 by failing to timely pay all wages
19 due upon termination.

20 In the fourth cause of action, Plaintiff (on behalf of herself and the purported class)
21 alleges that Defendants violated Labor Code section 226 by knowingly and intentionally
22 failing to provide the required itemized wage statements to the engineers and also failing to
23 maintain accurate records of the hours worked by the engineers.

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25 alleges that Defendants committed unfair business practices in violation of California
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27 exempt and not paying them overtime or providing them with meal periods required by
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2 suitable for class treatment. Defendants further contend that Plaintiff was appropriately
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4 and were classified as exempt are and were appropriately classified as exempt from
5 overtime under the administrative, professional, computer professional, learned
6 professional and/or outside sales exemptions. Defendants further contend that it complied
7 with the applicable meal and rest period requirements.

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9 **II. RELATED LITIGATION PENDING IN OTHER COURTS.**

10 The parties are not aware of any related litigation pending in other courts.

11 **III. APPLICABILITY AND ENFORCEABILITY OF ARBITRATION**
12 **CLAUSES.**

13 **A. Defendants' Position.**

14 Plaintiff is bound by a mutual and enforceable agreement to arbitrate, which
15 encompasses the individual claims asserted by her in the Complaint. Plaintiff's counsel
16 was provided with a copy of Plaintiff's arbitration agreement on April 30, 2012. To date,
17 Plaintiff has refused to dismiss this action and proceed in the proper arbitration forum with
18 her individual claims.¹ [A copy of Plaintiff's executed arbitration agreement is attached as
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20 ¹ Contrary to Plaintiff's position stated below, the arbitration agreement is enforceable and does
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1 Exhibit A.]

2 Plaintiffs arbitration agreement requires her to arbitrate her individual claims and
3 does not authorize classwide arbitration. (See *Kinecta Alternative Financial Solutions,*
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10 **B. Plaintiff's Position.**

11 Whether or not the arbitration agreement that Defendant references allows for class
12 arbitration is immaterial because the agreement is invalid and therefore Plaintiff's claims
13 must be litigated in this court, on a class-wide basis.

14 The arbitration agreement is titled "Prospective Employees" and was required to be
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10 "appear to favor Countrywide at the expense of its employees.").

11 **IV. STATUS OF THE CASE.**

12 At the August 15, 2012 case management conference, the Court asked the parties to
13 meet and confer regarding whether informal discovery was feasible in this case and asked
14 that Plaintiff target a date in April, 2013 for filing her motion for class certification.
15 Defendant subsequently expressed the view that it was unlikely to respond to any
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17 investigation of the case facts, Plaintiff sent an informal discovery request to Defendant on
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1 would meet and confer regarding this proposal; Defendant did not respond. Plaintiff again
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3 conference to discuss the discovery and Defendant did not respond.
4

5 Dated: November 7, 2012

THE PHELPS LAW GROUP
MARC H. PHELPS

6
7 By: /s/ Marc H. Phelps

8 MARC H. PHELPS
Attorneys for Plaintiff
9 XIN FAN

10 Dated: November 7, 2012

11 ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
STEPHEN J. KEPLER

12 By: /s/ Michelle S. Dangler

13 MICHELLE S. DANGLER
Attorneys for Defendants
14 CONEXANT, INC. and CONEXANT
SYSTEMS, INC.
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MUTUAL AGREEMENT TO ARBITRATE CLAIMS

Prospective Employees

In recognition of the fact that differences may arise between Conexant Systems, Inc. (the "Company") and the undersigned (the "Employee") arising out of or relating to the Employee's employment with the Company or the termination of that employment, and in recognition of the fact that resolution of any differences in the courts is rarely timely or cost effective for either party, the Company and the Employee have entered into this Mutual Agreement to Arbitrate Claims (the "Agreement") in order to establish and gain the benefits of a speedy, impartial and cost-effective dispute resolution procedure.

I understand that any reference in this Agreement to the Company also refers to all subsidiary and affiliated entities, as well as all successors and assigns of any of them. It also includes all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

1. Agreement to Arbitrate

Except as otherwise provided in this Agreement, the Company and the Employee hereby consent to the resolution by arbitration of any and all claims or controversies for which a court otherwise would be authorized by law to grant relief, in any way arising out of, relating to or associated with the Employee's employment with the Company, or its termination ("Claims"), that the Company may have against the Employee or that the Employee may have against the Company or against its officers, directors, employees or agents in their capacity as such or otherwise. The Claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination, including but not limited to discrimination based on race, sex, religion, national origin, age, marital status, handicap, disability or medical condition; claims for benefits, except as excluded in the following paragraph; and claims for violation of any federal, state or other governmental constitution, statute, ordinance or regulation (as originally enacted or amended), including but not limited to claims under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Fair Labor Standards Act ("FSLA"), the Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Family and Medical Leave Act ("FMLA"), any applicable state equal opportunity laws including fair employment laws, any applicable state family rights and medical leave laws, and any applicable state labor or civil code provisions including wage-hour laws.

2. Claims Not Covered by This Agreement

This Agreement does not apply to or cover claims for workers' compensation benefits or compensation; claims for unemployment compensation benefits; and claims based upon an employee pension or benefit plan the terms of which contain an arbitration or other non-judicial dispute resolution procedure, in which such case the provisions of such plan shall apply.

Initials: F. X.

3. Arbitration Procedures

The arbitration required by this Agreement shall be conducted in accordance with the procedures specified in the attached document entitled "Arbitration Procedure," which is incorporated herein by reference and which the Employee acknowledges having received and read prior to signing this Agreement.

4. Consideration

Each party's promise to resolve Claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts, is consideration for the other party's like promise. In addition, I understand that I am offered employment in consideration of my promise to arbitrate claims.

5. Term, Modification and Revocation

This Agreement shall survive the employer-employee relationship between the Company and the Employee and shall apply to any Claim whether it arises or is asserted during or after termination of the Employee's employment with the Company. This Agreement can be modified or revoked only by a writing signed by both parties that references this Agreement and specifically states an intent to modify or revoke this Agreement.

6. Construction and Enforceability

Any issue or dispute concerning the formation, applicability, interpretation, or enforceability of this Agreement, including any claim or contention that all or any part of this Agreement is void or voidable, shall be subject to arbitration as provided herein. The arbitrator, and not any federal, state or local court or agency shall have authority to decide any such issue or dispute.

The decision of an arbitrator on any such issue or dispute, as well as on any Claim submitted to arbitration as provided in this Agreement, shall be final and binding upon the parties.

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both the Company and the Employee agree that neither party shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge to the applicable state equal employment or fair employment commission or agency or the federal Equal Employment Opportunity Commission) which relates in any way to the Claims covered by this Agreement.

7. Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.



8. Sole and Entire Agreement

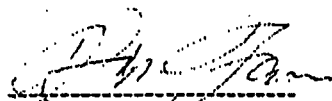
This is the complete agreement of the parties on the subject of arbitration of disputes, except as set forth in Section 2. This Agreement supersedes any prior or contemporaneous oral or written agreement or understanding on the subject. In executing this Agreement, neither party is relying on any representation, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS AGREEMENT AND THE ATTACHED ARBITRATION PROCEDURE, THAT HE OR SHE UNDERSTANDS ITS TERMS INCLUDING THAT EMPLOYEE IS WAIVING HIS OR HER RIGHTS TO A JURY TRIAL, THAT ALL UNDERSTANDINGS BETWEEN THE EMPLOYEE AND CONEXANT RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT, AND THAT HE OR SHE HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY CONEXANT OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

EMPLOYEE FURTHER ACKNOWLEDGES THAT HE OR SHE HAD AN OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH HIS OR HER PERSONAL LEGAL COUNSEL AND HAS USED THAT OPPORTUNITY TO THE EXTENT HE OR SHE WISHES TO DO SO.

EMPLOYEE


CONEXANT SYSTEMS, INC.



Signature of Employee

Xin Fan
Print Name of Employee

1/15/07
Date



Mike Vishny
Sr. Vice President,
Human Resources

for

1/15/07
Date



ARBITRATION PROCEDURE

I. REQUIRED NOTICE OF ALL CLAIMS

The aggrieved party must give written notice of any claim to the other party. Written notice to the Company, or its officers, directors, employees or agents, shall be sent to:

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660
Attn: Employee Relations Department
With a copy to: Legal Department

(or at such other address as the Company may designate in writing). The employee will be given written notice at the last address recorded in the employee's personnel file.

The written notice shall identify and describe the nature of all claims asserted, the Employees intent to invoke the Mutual Agreement to Arbitrate Claims, and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested. For purposes of the statute of limitations, the date of mailing the written notice, which must state the Employees intent to invoke this Mutual Agreement to Arbitrate Claims, shall be considered the filing date.

II. DISCOVERY

"Discovery" is the term used to describe the ways each party can find out relevant information from the other party. Under the arbitration procedure, "discovery" will consist of the following: Each party shall have the right to take the deposition of two individuals and any expert witness designated by another party. Each party also shall have the opportunity to obtain documents from the other side through "requests for production of documents." The parties may also subpoena witnesses and documents from third parties. The arbitrator shall have the authority to order such additional discovery by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute.

III. DESIGNATION OF WITNESSES

At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any expert, and copies of all exhibits which are intended to be used at the arbitration.

IV. ARBITRATION PROCESS - EMPLOYEES IN THE UNITED STATES

Except as otherwise provided in this document, any arbitration shall be in accordance with the procedures of the American Arbitration Association ("AAA") in effect at the time written notice of the claim is given. The AAA is an arbitration organization in the United States. The arbitration shall take place in or near the city in which the employee is or was last employed by the Company; however, if the employee is or was last employed on a long or short term domestic or foreign assignment, the arbitration shall take place at or near the Employees home business unit.

- * The arbitrator shall be selected as follows:



- A. The AAA will send a list of arbitrators, along with their resumes and fee schedules, to the Company and to the Employee. Each party may reject any or all of the arbitrators on the list. The AAA then assigns an arbitrator from among those acceptable to both parties. If there is no mutually acceptable arbitrator on the first list, the AAA will send a second list, from which each party again may delete any unacceptable arbitrator. If there is no mutually acceptable arbitrator on that list either, the AAA will send out a third list, where the parties will alternately strike names until only one arbitrator is left.
- B. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator shall apply the rules of evidence in accordance with the rules then in effect with AAA.
- C. The arbitrator shall have authority to hear and rule on a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the AAA procedural rules in effect at the time of the arbitration.
- D. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. The other party may obtain a copy of the record by paying the reporter's normal fee for it.
- E. Either party, upon request at the close of hearing, shall be allowed to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator.
- F. The Arbitrator shall render an award and written opinion to both parties.

VI. ARBITRATION FEES AND COSTS

The Company will pay the arbitrators fees and any other expenses unique to arbitration, including such fees as rental of a room to hold the arbitration hearing.

Each party shall pay for its, his or her own other expenses associated with the arbitration process and attorneys' fees, if any. However, if any party prevails on a statutory claim which entitles the prevailing party to attorneys' fees and/or costs, or if there is a written agreement providing for fees and/or costs, the arbitrator may award reasonable fees and/or costs to the prevailing party in accordance with such statute or agreement.

VII. ARBITRATION PROCESS - EMPLOYEES IN OTHER COUNTRIES

For claims asserted in the United States, the arbitration process will be that set forth in this document.

For claims asserted in another country where AAA services are available, the arbitration process will be that provided by AAA in that country. For claims asserted in a country where AAA services are not available, the services of an arbitration association affiliated with AAA will be utilized and the arbitration process will be that provided by the affiliated arbitration association. In either case, the arbitration process and implementing procedures will conform as closely as possible, consistent with applicable law and the associations rules and procedures, to the process and procedures described in this document.



PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) and am not a party to this action. My business address is 1900 Main Street, Fifth Floor, Irvine, California 92614-7321.

On November 7, 2012, I served the within document(s) described as:

JOINT STATUS CONFERENCE REPORT

on the interested parties in this action as stated below:

Marc Phelps, Esq.
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Attorneys for Plaintiff

Roger R. Carter, Esq.
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

Attorneys for Plaintiff

Scott B. Cooper, Esq.
The Cooper Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 724-9200
Fax: (949) 724-9255

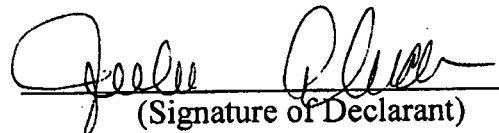
Attorneys for Plaintiff

☒ **BY MAIL:** I placed a true copy of the document in a sealed envelope or package addressed as indicated above on the above-mentioned date in Irvine, California for collection and mailing pursuant to the firm's ordinary business practice. I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of business. 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.

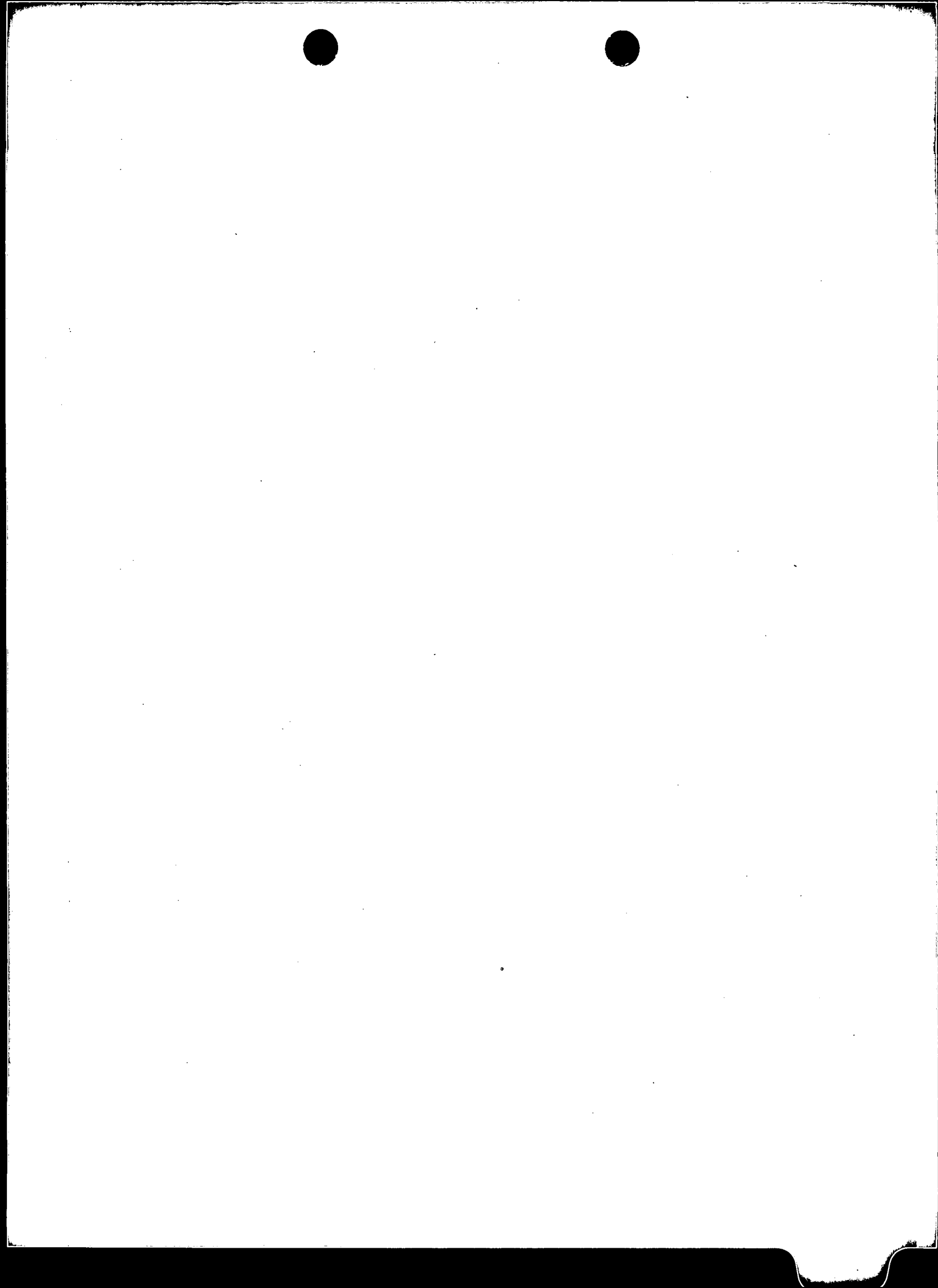
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 7, 2012, at Irvine, California.

Julie A. Arden
(Type or print name)


(Signature of Declarant)





1 (Counsel of Record Listed on Next Page)

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE
10

11 XIN FAN, on behalf of herself and all others
12 similarly situated,

13 Plaintiff,

14 v.

15 CONEXANT, INC., a Delaware
16 corporation; CONEXANT SYSTEMS,
17 INC., a Delaware corporation; and DOES 1
18 through 100, inclusive
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Defendants.

Case No. 30-2012-00559771-CU-OE-CXC
Assigned to Hon. Gail A. Andler
Dept. CX101

**PLAINTIFF'S CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: August 15, 2012
Time: 9:00 a.m.
Dept.: CX101



1 ROGER R. CARTER (SBN 140196)
2 THE CARTER LAW FIRM
2030 Main Street, Suite 1300
3 Irvine, California 92614
Tel.: (949) 260-4737; Fax: (949) 260-4754
4 Email: rcarter@carterlawfirm.net

5 SCOTT B. COOPER (SBN 174520)
6 THE COOPER LAW FIRM, P.C.
2030 Main Street, Suite 1300
7 Irvine, California 92614
Tel.: (949) 724-9200; Fax: (949) 724-9255
8 Email: scott@cooper-firm.com

9 MARC H. PHELPS (SBN 237036)
10 THE PHELPS LAW GROUP
2030 Main Street, Suite 1300
11 Irvine, California 92614
Tel: (949) 260-4735; Fax: (949) 260-4754
12 Email: marc@phelpslawgroup.com

13 Attorneys for Plaintiff XIN FAN
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1 Plaintiff Xin Fan hereby submits the following Initial Case Management Conference
2 Statement in connection with the Initial Case Management Conference set for 9:00 a.m. on June 12,
3 2012, in Department CX-101 of the Orange County Civil Complex Center, before the Hon. Gail A.
4 Andler:

5 1. Plaintiff is represented by Roger R. Carter of The Carter Law Firm; Scott B. Cooper
6 of The Cooper Law Firm, P.C.; and Marc H. Phelps of The Phelps Law Group.

7 2. Plaintiff brought this case on behalf of a putative class of Conexant Verification
8 Engineers, Test Engineers, Digital Engineers, AMS Engineers, CAD Engineers, Software
9 Engineers and Design Engineers in the positions "Engineer 1, Engineer 2, Staff Engineer and
10 Senior Staff Engineer" who worked in California from April 5, 2008, to the present. Plaintiff
11 alleges that Defendants misclassified these employees as exempt from overtime, thereby requiring
12 them to work hours for which they were not properly compensated, and failed to provide them with
13 meal and rest periods that were required by California law. Plaintiff also alleges derivative claims
14 for failure to pay all wages due upon termination, failure to provide accurate wage statements, and
15 unfair competition. Plaintiff further alleges that this case is appropriate for class treatment because
16 the putative class members are similarly situated and were damaged by common, systematic
17 policies and practices of Defendants.

18 3. Shortly after the filing of the Complaint (but before it was served), counsel for
19 Defendants contacted Plaintiff's counsel to discuss issues that Defendants believe directly affect the
20 viability of the case. To that end, Defendant subsequently produced documents containing the
21 information pertaining to the viability of Plaintiff's claims. Plaintiff's counsel has now evaluated
22 that information and is ready to proceed with the case. Accordingly, Plaintiff served Defendant
23 with the Complaint on July 6, 2012.

24
25 Dated: August 13, 2012

THE PHELPS LAW GROUP

26
27 By: 

Marc H. Phelps

Attorneys for Plaintiff
28

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2030 Main Street, Suite 1300, Irvine, California 92614

On **August 13, 2012**, I served the foregoing documents described as **PLAINTIFF'S CASE MANAGEMENT CONFERENCE** on interested parties in this action as follows:

SEE ATTACHED MAILING LIST

☒ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Irvine, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with the United States postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the 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.

☐ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (fax) number as noted.

☐ **(BY ELECTRONIC MAIL)** I caused said document(s) to be electronically transmitted to each addressee's e-mail address as noted.

☐ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service List.

☐ **(BY CERTIFIED MAIL-RETURN/RECEIPT)** I caused said document(s) to be mailed by Certified Mail-Return/Receipt to the offices of the addressee listed on the Service List.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the Bar of this court at whose direction the service was made.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

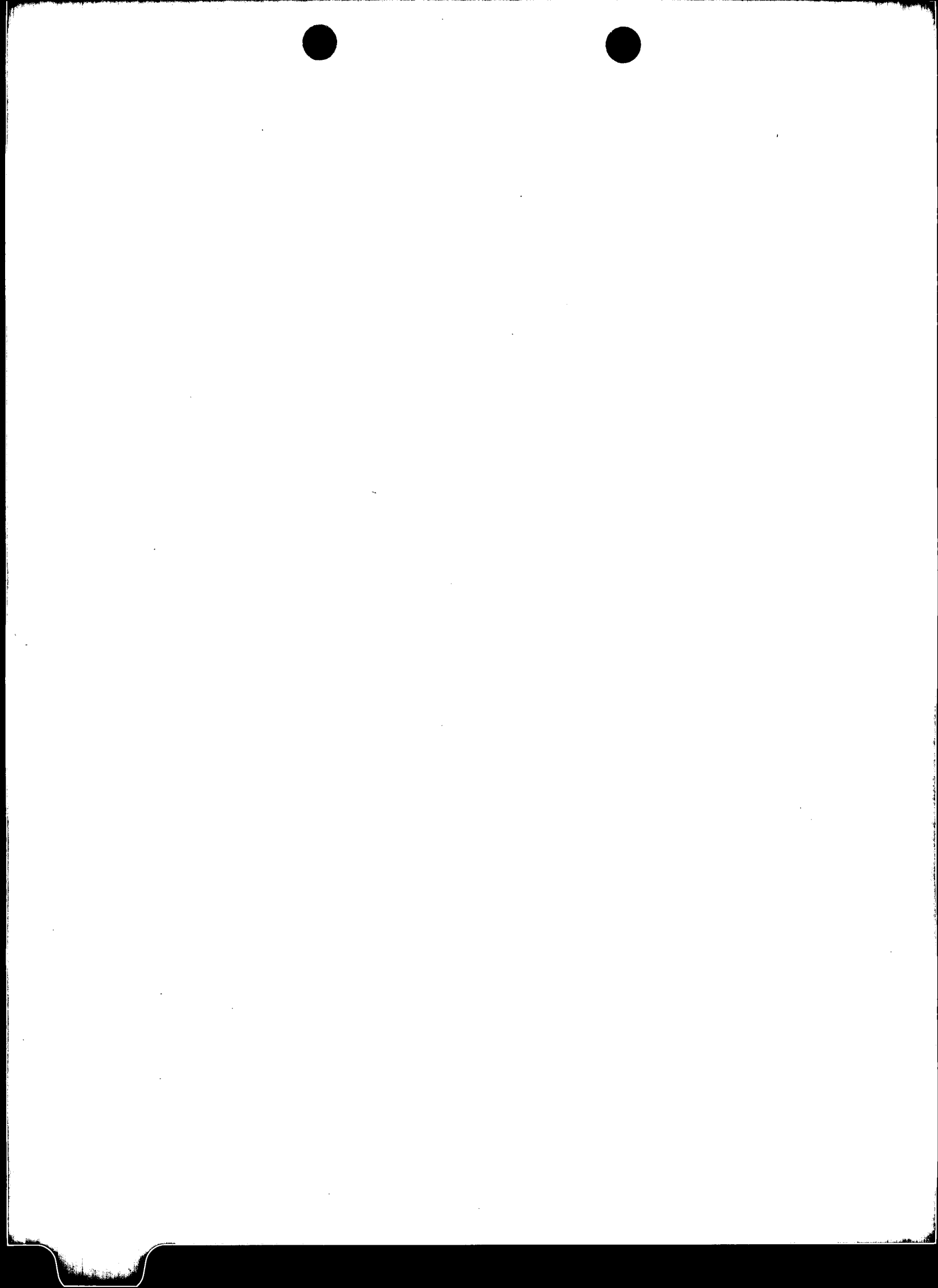
Executed on August 13, 2012 Irvine, California.


Andrea Drocco

MAILING LIST

Stephen J. Kepler
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
1900 Main Street, Fifth Floor
Irvine, CA 92614
Tel.: 949.553.1313
Fax: 949.553.8354
skepler@allenmarkins.com

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800-535-7753



ATTORNEY OF RECORD: Alexander Nestor Firm: Allen Matkins Leck Gamble Mallory & Natsis LLP Tel: (415) 273-7452 Fax: (415) 391-7697 State Bar No. <u>202795</u> ATTORNEY FOR (Name): Defendant(s), Conexant	DO NOT FILE WITH COURT COMPLETELY FILL OUT/CORRECT FORM BEFORE SUBMITTING TO COURTCALL CourtCall ID #: 5095358
Orange County Superior Court-Santa Ana	
Case Name: FAN vs. Conexant <u>Per CRC 3.670, effective 7/1/11 the statewide fee for a CourtCall Appearance is \$78.00, \$20.00 of which is for the benefit of the Trial Court Trust Fund.</u>	CASE NUMBER: 30201200559771 JUDGE/DEPT: CX101/Judge Gail A. Andler DATE/TIME: Wednesday, August 15th, 2012 at 9:00 AM PT PROCEEDING: Case Management Conference
REQUEST FOR COURTCALL TELEPHONIC APPEARANCE	Our Tax ID#: 95-4568415

1. Alex Nestor (Name of specific attorney appearing telephonically) requests a CourtCall telephonic calendar appearance at the above referenced proceeding and agrees to provisions of the Rule/Order/Procedure Re: CourtCall Telephonic Appearances. **I UNDERSTAND THAT I DIAL INTO THE CALL FIVE MINUTES BEFORE ITS SCHEDULED START TIME. COURTCALL DOES NOT DIAL OUT TO ME.**
2. Not less than 3 Court days or 4:00 PM on the Court day prior to the hearing if the department posts tentative rulings, a copy of this document was served on all other parties and faxed or emailed to CourtCall at (888) 883-2946 or requestform@courtcall.com.
3. The CourtCall Appearance fee is: **\$78.00** and payment must be received by CourtCall no later than **August 10th, 2012**. If accepted after this date, an additional fee of **\$30.00** will apply.
4. **Payment options**
Phone/Online: To receive immediate confirmation, call our Customer Service department at (888) 882-6878 or log in online at www.courtcall.com to make payment. We accept VISA, Mastercard, Discover, American Express and CourtCall Debit Accounts.
Check: Company checks are also accepted by first providing your check number to a representative, entering it online or by faxing or emailing a copy of your completed check, with a copy of this Request Form to (888) 883-2946 or requestform@courtcall.com. Once you have received your confirmation, mail your original check, payable to CourtCall, LLC, 6383 Arizona Circle, Los Angeles, CA 90045. with your CourtCall ID number written in the memo section of your check. **Please note: Personal checks are not accepted.**
5. It is the participant's (or scheduling party's) responsibility to notify CourtCall of any continuance or cancellation prior to the scheduled hearing time to have any previously paid fees applied to the continued hearing or to be eligible for a refund, as the Court will not notify CourtCall of any continuance or cancellation of your matter. Matters continued at the time of the hearing must be rescheduled and a new fee will apply. To continue or cancel your confirmed CourtCall Telephonic Appearance, call (888) 882-6878 prior to the scheduled appearance time.
6. Request forms are processed within 24 hours of receipt. Call CourtCall if you do not receive a faxed Confirmation within 24 hours. **WITHOUT A WRITTEN CONFIRMATION YOU ARE NOT ON THE COURTCALL CALENDAR AND MAY BE PRECLUDED FROM APPEARING TELEPHONICALLY. COURTCALL'S LIABILITY CONCERNING THIS TELEPHONIC APPEARANCE IS LIMITED TO THE FEE PAID TO COURTCALL.**

MY SIGNATURE ON THIS DOCUMENT SERVES AS CONSENT FOR COURTCALL TO CONTINUE TO FAX (AT THE FAX NUMBER LISTED ABOVE UNDER "ATTORNEY OF RECORD") OR EMAIL NOTICES TO ME OR MY FIRM ADVISING OF UPCOMING APPEARANCES AND/OR OTHER OFFERINGS FROM COURTCALL UNTIL I OR MY FIRM ADVISES COURTCALL OTHERWISE.

Date: August 6, 2012

Signature: Alex Nestor



1 **PROOF OF SERVICE**

2 I am employed in the County of Orange, State of California. I am over the age of eighteen
3 (18) and am not a party to this action. My business address is 1900 Main Street, Fifth Floor,
Irvine, California 92614-7321.

4 On August 6, 2012, I served the within document(s) described as:

5 **REQUEST FOR COURTCALL TELEPHONIC APPEARANCE**

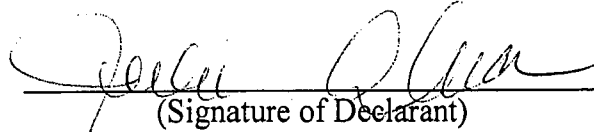
6 on the interested parties in this action as stated on the attached mailing list:

7 ☒ **BY MAIL:** I placed a true copy of the document in a sealed envelope or package
8 addressed as indicated in the attached Service List on the above-mentioned date in Irvine,
California for collection and mailing pursuant to the firm's ordinary business practice. I
9 am familiar with the firm's practice of collection and processing correspondence for
mailing. Under that practice it would be deposited with the U.S. Postal Service on that
10 same day in the ordinary course of business. 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.

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

13 Executed on August 6, 2012, at Irvine, California.

14
15 Julie A. Arden
16 (Type or print name)

17 
18 (Signature of Declarant)
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SERVICE LIST

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Roger R. Carter, Esq.
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

Attorneys for Plaintiff

Scott B. Cooper, Esq.
The Cooper Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 724-9200
Fax: (949) 724-9255

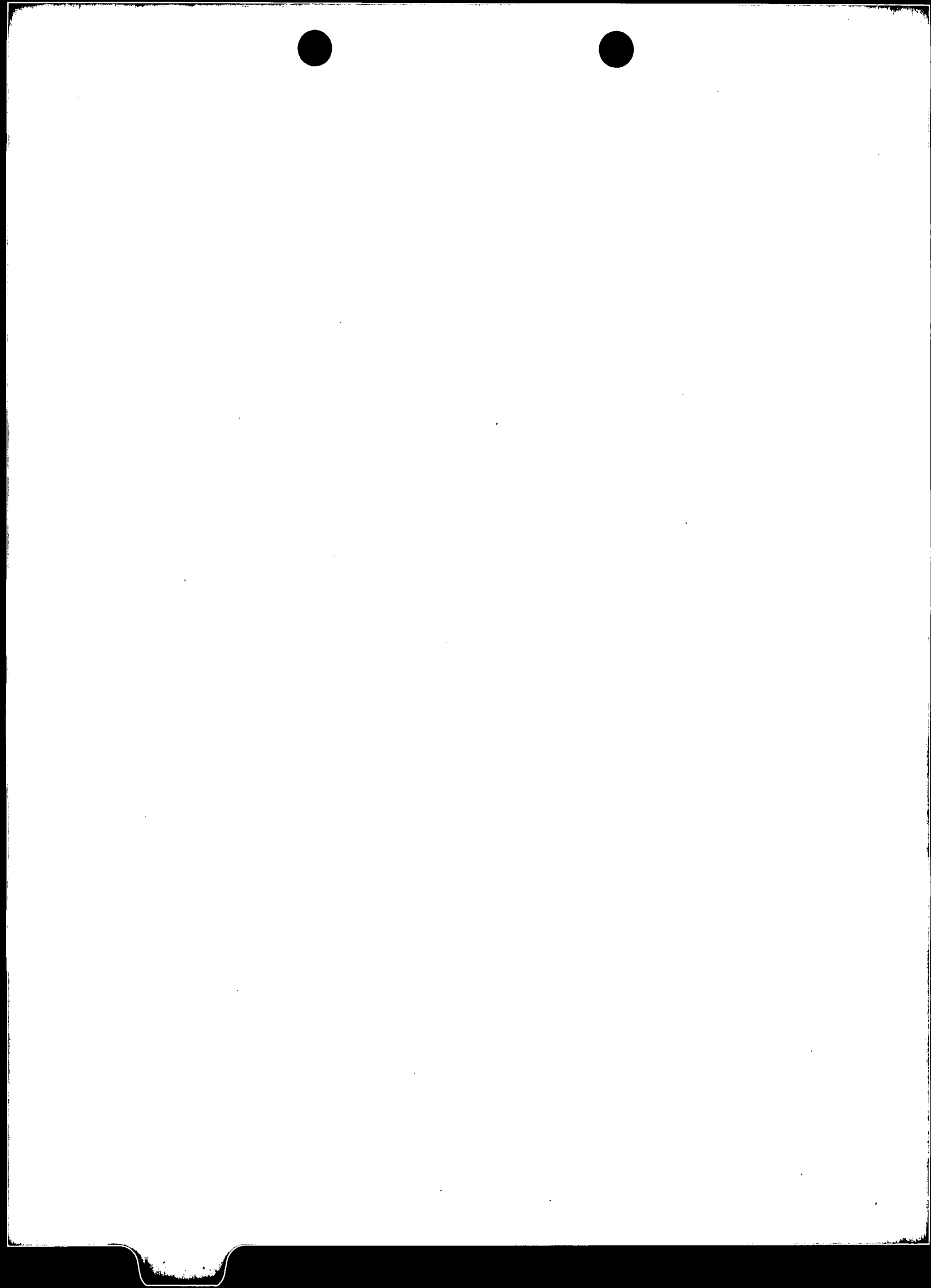
Attorneys for Plaintiff

Marc Phelps, Esq.
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Attorneys for Plaintiff



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800-535-7753



1 ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
2 STEPHEN J. KEPLER (BAR NO. 155451)
1900 Main Street, Fifth Floor
3 Irvine, California 92614-7321
Phone: (949) 553-1313
4 Fax: (949) 553-8354
E-Mail: skepler@allenmatkins.com

5 Attorneys for Defendants
6 CONEXANT, INC. and
CONEXANT SYSTEMS, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE -- CIVIL COMPLEX
10

11 XIN FAN, on behalf of herself and all others
similarly situated,

12 Plaintiff,

13 v.

14 CONEXANT, INC., a Delaware corporation;
15 CONEXANT SYSTEMS, INC., a Delaware
corporation; and DOES 1 through 100,
16 inclusive,
Defendants.

Case No. 30-2012-00559771

ASSIGNED FOR ALL PURPOSES TO
JUDGE GAIL A. ANDLER
DEPARTMENT CX-101

**DEFENDANTS' ANSWER TO
CLASS ACTION COMPLAINT**

Complaint Filed: April 5, 2012
Trial Date: Not Set

17
18 Conexant Systems, Inc. and Conexant, Inc. ("Defendants"), hereby answer
19 Plaintiff's Complaint ("Complaint") as follows:

20 **GENERAL DENIAL**

21 1. Defendants deny generally and specifically each and every allegation
22 contained in the Complaint pursuant to California Code of Civil Procedure section
23 431.30(d). Defendants files this general denial to said Complaint, and answering each and
24 all of the allegations of said Complaint, Defendants deny, generally and specifically, each
25 and every allegation thereof. Defendants further deny that Plaintiff, or any persons
26 purportedly similarly situated, have sustained damages in any sum, or at all, by reason of
27 any wrongful act, breach, violation, or omission by Defendants, or on the part of any of the
28 Defendants' agents, servants or employees.



1 2. Defendants assert the additional affirmative defenses set forth below. In
2 asserting these additional affirmative defenses, Defendants do not assume the burden of
3 proof as to matters that as a matter of law are Plaintiff's burden to prove.

4 **AFFIRMATIVE DEFENSES**

5 **FIRST AFFIRMATIVE DEFENSE**

6 3. The Complaint, and each cause of action set forth therein, fails to state facts
7 sufficient to constitute a cause of action against Defendants.

8 **SECOND AFFIRMATIVE DEFENSE**

9 4. The Complaint, and each cause of action set forth therein, fails to state facts
10 sufficient to constitute a class action against Defendants because, among other reasons,
11 Plaintiff: (1) lacks the capacity to sue as a representative of the purported class, or is
12 otherwise an inadequate class representative; (2) cannot establish commonality of claims;
13 (3) cannot satisfy typicality of claims; (4) cannot establish numerosity of class members;
14 and/or (5) the individualized nature of Plaintiff's claims makes class treatment
15 inappropriate.

16 **THIRD AFFIRMATIVE DEFENSE**

17 5. Class treatment is not appropriate for Plaintiff's claims because resolution of
18 Plaintiff's claims will require individualized inquiries of each putative class member's
19 factual circumstances.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 6. Plaintiff cannot maintain class claims because Plaintiff lacks standing to
22 assert claims for relief as an individual, or on behalf of any purported class, due to
23 Plaintiff's material and substantial conflicts with the class Plaintiff purports to represent.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 7. Plaintiff's request for monetary relief, in the form of compensatory damages
26 and penalties, predominates over Plaintiff's request for injunctive and declaratory relief;

27 ///

28 ///



1 questions of law or fact affecting only individual members of the class predominate over
2 questions affecting the purported class; and a class action is not superior to other available
3 methods for the fair and efficient adjudication of Plaintiff's claims.

4 **SIXTH AFFIRMATIVE DEFENSE**

5 8. Plaintiff's claims are barred, in whole or in part, because Plaintiff and/or the
6 members of the purported class he seeks to represent were and are provided meal periods
7 in accordance with California law.

8 **SEVENTH AFFIRMATIVE DEFENSE**

9 9. Plaintiff's claims are barred, in whole or in part, because meal periods were
10 waived by mutual consent in accordance with Labor Code section 512(a), and,
11 additionally, this defense raises issues specific to each potential class member such that
12 issues presented by this defense predominate over common issues.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 10. Plaintiff's claims are barred, in whole or in part, because Plaintiff and/or the
15 members of the alleged putative class and subclasses he seeks to represent were and are
16 provided rest periods in accordance with California law.

17 **NINTH AFFIRMATIVE DEFENSE**

18 11. Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff
19 and/or the members of the alleged putative class he purports to represent, by reason of their
20 acts, conduct and/or omissions, have waived each of their rights, if any, to obtain the relief
21 sought in the Complaint.

22 **TENTH AFFIRMATIVE DEFENSE**

23 12. Recovery on Plaintiff's causes of action is barred, in whole or in part, to the
24 extent that Plaintiff and/or the members of the alleged putative class he purports to
25 represent, by reasons of their acts, conduct and/or omissions, are estopped from obtaining
26 the relief sought in the Complaint.

27 ///

28 ///



1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 13. Plaintiff's claims are barred, in whole, or in part, by the doctrine of laches,
3 avoidable consequences, unjust enrichment, and/or unclean hands.

4 **TWELFTH AFFIRMATIVE DEFENSE**

5 14. Plaintiff's claims are barred, in whole or in part, by the applicable statute of
6 limitations, including, but not limited to, California Code of Civil Procedure sections
7 338(a), 339(1) and 340(a), California Business and Professions Code section 17208 and
8 Labor Code section 2699(e)(1).

9 **THIRTEENTH AFFIRMATIVE DEFENSE**

10 15. Plaintiff's claims are barred, in whole or in part, because Defendants acted at
11 all times in good faith with honest intentions and had no actual or constructive notice of a
12 potential violation of California Labor laws.

13 **FOURTEENTH AFFIRMATIVE DEFENSE**

14 16. Defendants allege that any claim for statutory penalties under California
15 Labor Code § 203, or otherwise, must fail because any nonpayment of wages alleged in the
16 Complaint was not willful.

17 **FIFTEENTH AFFIRMATIVE DEFENSE**

18 17. Plaintiff's claims under California Business and Professions Code § 17200, *et*
19 *seq.*, are barred because Plaintiff have an adequate remedy at law.

20 **SIXTEENTH AFFIRMATIVE DEFENSE**

21 18. Defendants allege that a class action of the claims alleged in the Complaint
22 would violate due process under the United States and California Constitutions.

23 **SEVENTEENTH AFFIRMATIVE DEFENSE**

24 19. Plaintiff's claims violate Defendants' rights under the United States and
25 California Constitutions by attempting to enforce California Business and Professions
26 Code § 17200, *et seq.*, in a manner that renders the requirements of those statutes and
27 provisions unconstitutionally vague.

28 ///



1 EIGHTEENTH AFFIRMATIVE DEFENSE

2 20. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to
3 arbitrate her claims.

4 NINETEENTH AFFIRMATIVE DEFENSE

5 21. Plaintiff's claims are barred, in whole or in part, because California Labor
6 Code § 226.7 and the applicable Wage Order of the California Industrial Welfare
7 Commission are unconstitutionally vague, and the penalty provisions therein violate due
8 process.

9 TWENTIETH AFFIRMATIVE DEFENSE

10 22. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff and/or
11 the members of the alleged putative class he seeks to represent have released Defendants
12 from any claims he/she may have against it.

13 WHEREFORE, Defendants request judgment as follows:

- 14 1. That Plaintiff take nothing by reason of her Complaint;
15 2. That Plaintiff's Complaint be dismissed with prejudice in its entirety;
16 3. That Defendants be awarded their costs of suit;
17 4. That Defendants be awarded their reasonable attorneys' fees, including, but
18 not limited to, under California Labor Code section 218.5; and
19 5. For such other and further relief as the Court deems proper and just.

20 Dated: August 6, 2012

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

21 By: S. Kepler
22 STEPHEN J. KEPLER
23 Attorneys for Defendants CONEXANT,
24 INC. and CONEXANT SYSTEMS, INC.
25
26
27
28



1 **PROOF OF SERVICE**

2 I am employed in the County of Orange, State of California. I am over the age of
3 eighteen (18) and am not a party to this action. My business address is 1900 Main Street,
4 Fifth Floor, Irvine, California 92614-7321.

5 On August 6, 2012, I served the within document(s) described as:

6 **DEFENDANTS' ANSWER TO CLASS ACTION COMPLAINT**

7 on the interested parties in this action as stated on the attached mailing list:

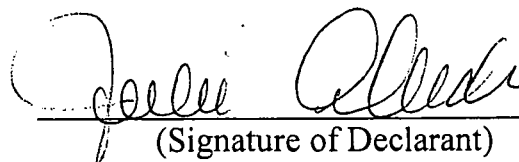
8 ☒ **BY MAIL:** I placed a true copy of the document in a sealed envelope or package
9 addressed as indicated in the attached Service List on the above-mentioned date in
10 Irvine, California for collection and mailing pursuant to the firm's ordinary business
11 practice. I am familiar with the firm's practice of collection and processing
12 correspondence for mailing. Under that practice it would be deposited with the U.S.
13 Postal Service on that same day in the ordinary course of business. I am aware that
14 on motion of party served, service is presumed invalid if postal cancellation date or
15 postage meter date is more than one day after date of deposit for mailing in
16 affidavit.

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

19 Executed on August 6, 2012, at Irvine, California.

20
21 Julie A. Arden

22 (Type or print name)

23 
(Signature of Declarant)

SERVICE LIST

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Roger R. Carter, Esq.
The Carter Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Fax: (949) 260-4754

Attorneys for Plaintiff

Scott B. Cooper, Esq.
The Cooper Law Firm
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 724-9200
Fax: (949) 724-9255

Attorneys for Plaintiff

Marc Phelps, Esq.
The Phelps Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614
Phone: (949) 260-4735
Fax: (949) 260-4754

Attorneys for Plaintiff

© Legal Dimensions 1979
800-538-7753



Attorney or Party without Attorney: ROGER R. CARTER, ESQ., Bar #140196 THE CARTER LAW FIRM 2030 MAIN STREET SUITE 1300 IRVINE, CA 92614 Telephone No: (949) 260-4737				For Court Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</div>	
Attorney for:				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: ORANGE COUNTY SUPERIOR COURT, CENTRAL JUSTICE CENTER				SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER <div style="text-align: center; font-size: 18pt; font-weight: bold;">Jul 19 2012</div>	
Plaintiff: XIN FAN Defendant: CONEXANT, INC.				ALAN CARLSON, Clerk of the Court by K. Kolonics	
PROOF OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div:	Case Number: 30-2012-00559771

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; CIVIL DEPARTMENT CALENDAR SCHEDULING CHART; NEW PROCEDURES FOR EXPEDITED JURY TRIALS IN CIVIL CASES; EXPEDITED JURY TRIAL INFORMATION SHEET; NOTICE RE: BOOKMARKING OF EXHIBITS ON ELECTRONICALLY FILED DOCUMENTS; CLASS ACTION/B&P 17200 QUESTIONNAIRE; TIPS FOR EFILING LARGE DOCUMENTS; NOTICE OF CONFIRMATION OF ELECTRONIC FILING; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE.
3.

a. Party served:	CONEXANT SYSTEMS, INC., a Delaware corporation
b. Person served:	BECKY DEGEORGE, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT.
4. Address where the party was served: 2710 North Gateway Oaks Drive
Suite 150
SACRAMENTO, CA 95833
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Fri., Jul. 06, 2012 (2) at: 10:15AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
on behalf of: CONEXANT SYSTEMS, INC., a Delaware corporation
Under CCP 416.10 (corporation)
7. Person Who Served Papers:

a. Demario Belk	Recoverable Cost Per CCP 1033.5(a)(4)(B) d. The Fee for Service was: \$28.00
-----------------	---



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

- e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 2008-59
 - (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Date: Wed, Jul. 11, 2012



Attorney or Party without Attorney: ROGER R. CARTER, ESQ., Bar #140196 THE CARTER LAW FIRM 2030 MAIN STREET SUITE 1300 IRVINE, CA 92614 Telephone No: (949) 260-4737				For Court Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</div>	
Attorney for:				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: ORANGE COUNTY SUPERIOR COURT, CENTRAL JUSTICE CENTER				SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER Jul 19 2012 ALAN CARLSON, Clerk of the Court by K. Kolonics	
Plaintiff: XIN FAN Defendant: CONEXANT, INC.					
PROOF OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div:	Case Number: 30-2012-00559771

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; CIVIL DEPARTMENT CALENDAR SCHEDULING CHART; NEW PROCEDURES FOR EXPEDITED JURY TRIALS IN CIVIL CASES; EXPEDITED JURY TRIAL INFORMATION SHEET; NOTICE RE: BOOKMARKING OF EXHIBITS ON ELECTRONICALLY FILED DOCUMENTS; CLASS ACTION/B&P 17200 QUESTIONNAIRE; TIPS FOR EFILING LARGE DOCUMENTS; NOTICE OF CONFIRMATION OF ELECTRONIC FILING; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE.
3. a. Party served: CONEXANT, INC., a Delaware corporation
 b. Person served: BECKY DEGEORGE, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT.
4. Address where the party was served: 2710 North Gateway Oaks Drive
 Suite 150
 SACRAMENTO, CA 95833
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Fri., Jul. 06, 2012 (2) at: 10:15AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: CONEXANT, INC., a Delaware corporation
 Under CCP 416.10 (corporation)
7. Person Who Served Papers:
 - a. Demario Belk

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

d. The Fee for Service was: \$108.80

- e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 2008-59
 - (iii) County: Sacramento



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

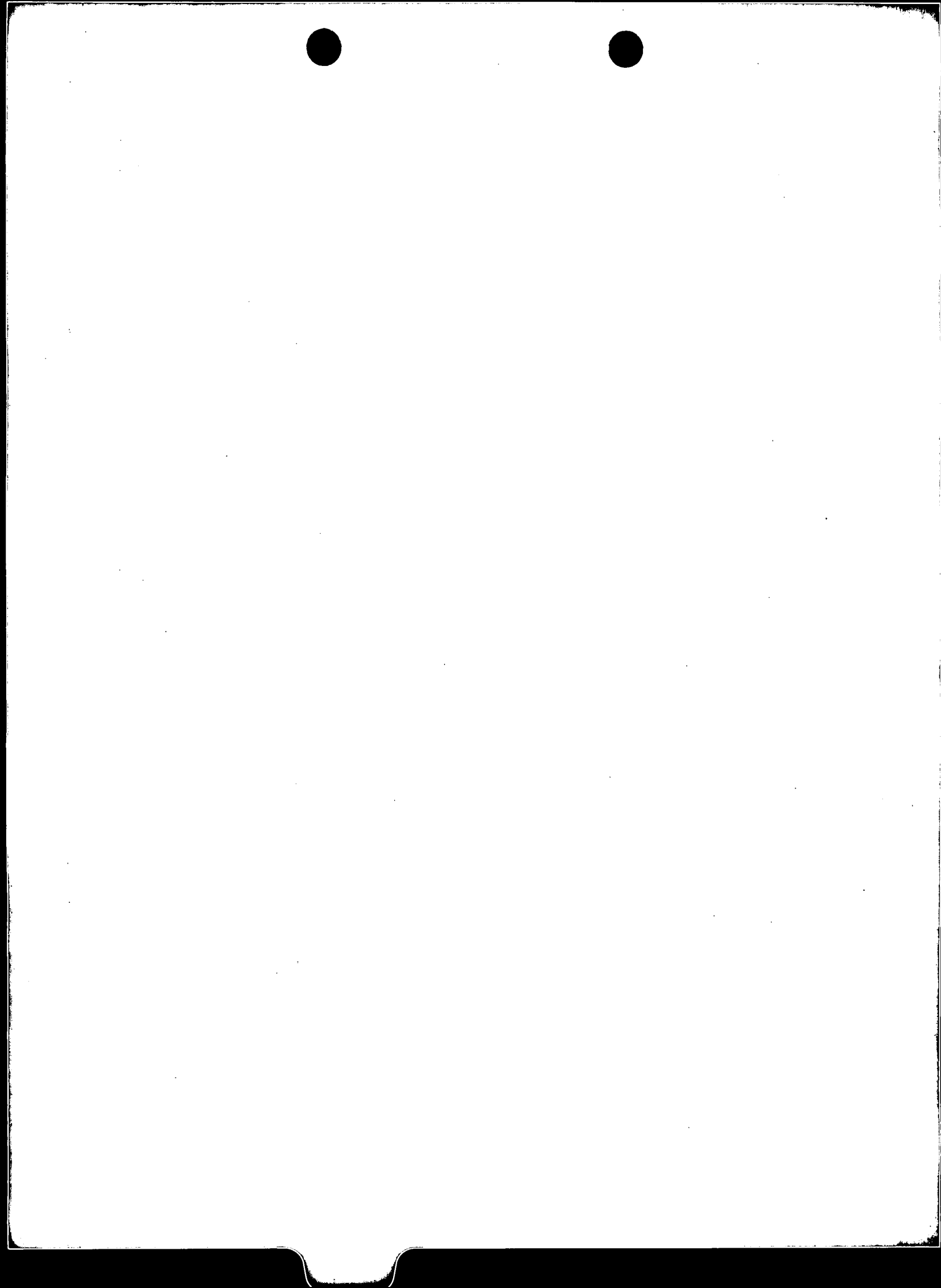
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Wed, Jul. 11, 2012

(Demario Belk)



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800-531-7753



1 (Counsel of Record Listed on Next Page)

2
3 **ELECTRONICALLY
FILED**

4 SUPERIOR COURT OF CALIFORNIA
5 COUNTY OF ORANGE
6 CIVIL COMPLEX CENTER

7 **Jun 12 2012**

8 ALAN CARLSON, Clerk of the Court
9 by S. HERRERA WILSON

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

12 **COUNTY OF ORANGE**

13 XIN FAN, on behalf of herself and all others
14 similarly situated,

15 Plaintiff,

16 v.

17 CONEXANT, INC., a Delaware
18 corporation; CONEXANT SYSTEMS,
19 INC., a Delaware corporation; and DOES 1
20 through 100, inclusive

21 Defendants.

Case No. 30-2012-00559771-CU-OE-CXC

Assigned to Hon. Gail A. Andler

Dept. CX101

**NOTICE OF CONTINUED CASE
MANAGEMENT CONFERENCE**

Date: August 15, 2012

Time: 9:00 a.m.

Dept.: CX101



1 ROGER R. CARTER (SBN 140196)
2 THE CARTER LAW FIRM
3 2030 Main Street, Suite 1300
4 Irvine, California 92614
5 Tel.: (949) 260-4737; Fax: (949) 260-4754
6 Email: rcarter@carterlawfirm.net

7 SCOTT B. COOPER (SBN 174520)
8 THE COOPER LAW FIRM, P.C.
9 2030 Main Street, Suite 1300
10 Irvine, California 92614
11 Tel.: (949) 724-9200; Fax: (949) 724-9255
12 Email: scott@cooper-firm.com

13 MARC H. PHELPS (SBN 237036)
14 THE PHELPS LAW GROUP
15 2030 Main Street, Suite 1300
16 Irvine, California 92614
17 Tel: (949) 260-4735; Fax: (949) 260-4754
18 Email: marc@phelpslawgroup.com

19 Attorneys for Plaintiff XIN FAN
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1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Please take notice that the Case Management Conference, currently scheduled for June 12,
3 2012 at 9 a.m., is hereby rescheduled for August 15, 2012 at 9 a.m. Plaintiff will submit a status
4 conference statement to the Court five court days prior to the conference.

5 Dated: June 12, 2012

6 **THE PHELPS LAW GROUP**

7
8 By: 

9 Marc H. Phelps
10 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2030 Main Street, Suite 1300, Irvine, California 92614

On June 12, 2012, I served the foregoing documents described as **NOTICE OF CONTINUED CASE MANAGEMENT CONFERENCE** on interested parties in this action as follows:

SEE ATTACHED MAILING LIST

☒ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Irvine, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with the United States postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the 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.

☐ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (fax) number as noted.

☐ **(BY ELECTRONIC MAIL)** I caused said document(s) to be electronically transmitted to each addressee's e-mail address as noted.

☐ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service List.

☐ **(BY CERTIFIED MAIL-RETURN/RECEIPT)** I caused said document(s) to be mailed by Certified Mail-Return/Receipt to the offices of the addressee listed on the Service List.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the Bar of this court at whose direction the service was made.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 12, 2012 Irvine, California.

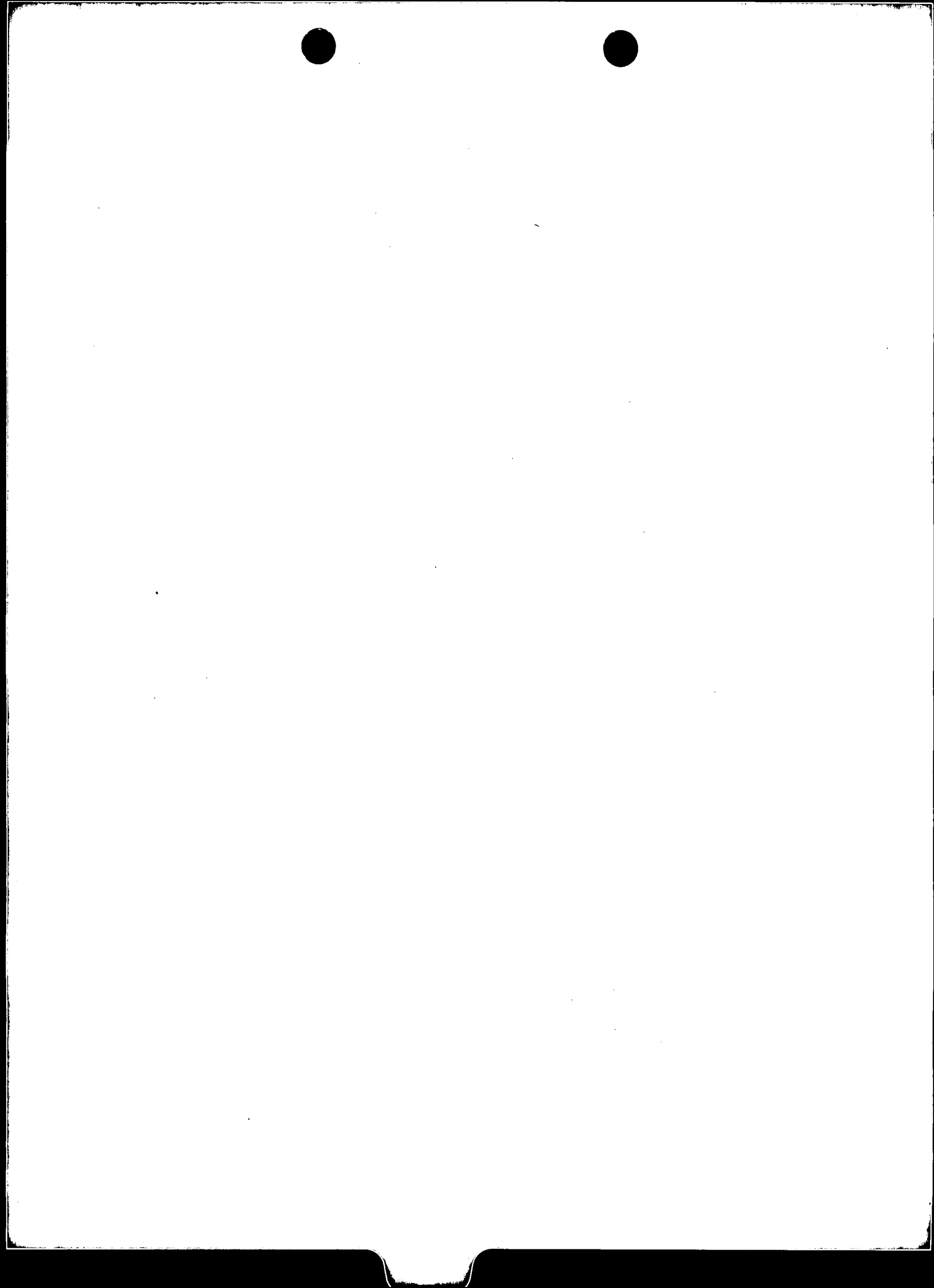

Andrea Drocco



MAILING LIST

Stephen J. Kepler
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
1900 Main Street, Fifth Floor
Irvine, CA 92614
Tel.: 949.553.1313
Fax: 949.553.8354
skepler@allenmarkins.com

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800-535-7753



1 (Counsel of Record Listed on Next Page)

2
3 **ELECTRONICALLY**
4 **FILED**
5 **SUPERIOR COURT OF CALIFORNIA**
6 **COUNTY OF ORANGE**
7 **CIVIL COMPLEX CENTER**

8 **Jun 06 2012**

9 **ALAN CARLSON, Clerk of the Court**
10 **by R. Forhane**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ORANGE**

13 XIN FAN, on behalf of herself and all others
14 similarly situated,

15 Plaintiff,

16 v.

17 CONEXANT, INC., a Delaware
18 corporation; CONEXANT SYSTEMS,
19 INC., a Delaware corporation; and DOES 1
20 through 100, inclusive

21 Defendants.

Case No. 30-2012-00559771-CU-OE-CXC

Assigned to Hon. Gail A. Andler

Dept. CX101

22 **PLAINTIFF'S INITIAL CASE**
23 **MANAGEMENT CONFERENCE**
24 **STATEMENT**

25 Date: June 12, 2012

26 Time: 9:00 a.m.

27 Dept.: CX101



1 ROGER R. CARTER (SBN 140196)
2 THE CARTER LAW FIRM
3 2030 Main Street, Suite 1300
4 Irvine, California 92614
5 Tel.: (949) 260-4737; Fax: (949) 260-4754
6 Email: rcarter@carterlawfirm.net

7 SCOTT B. COOPER (SBN 174520)
8 THE COOPER LAW FIRM, P.C.
9 2030 Main Street, Suite 1300
10 Irvine, California 92614
11 Tel.: (949) 724-9200; Fax: (949) 724-9255
12 Email: scott@cooper-firm.com

13 MARC H. PHELPS (SBN 237036)
14 THE PHELPS LAW GROUP
15 2030 Main Street, Suite 1300
16 Irvine, California 92614
17 Tel: (949) 260-4735; Fax: (949) 260-4754
18 Email: marc@phelpslawgroup.com

19 Attorneys for Plaintiff XIN FAN
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1 Plaintiff Xin Fan hereby submits the following Initial Case Management Conference
2 Statement in connection with the Initial Case Management Conference set for 9:00 a.m. on June 12,
3 2012, in Department CX-101 of the Orange County Civil Complex Center, before the Hon. Gail A.
4 Andler:

5 1. Plaintiff is represented by Roger R. Carter of The Carter Law Firm; Scott B. Cooper
6 of The Cooper Law Firm, P.C.; and Marc H. Phelps of The Phelps Law Group. Although Plaintiff
7 has not yet served the Summons and Complaint, Stephen J. Kepler of Allen Matkins LLP has
8 indicated to Plaintiff's counsel that he represents Defendants Conexant, Inc. and Conexant
9 Systems, Inc. The reasons for the delay in serving the Complaint are discussed below.

10 2. Plaintiff brought this case on behalf of a putative class of Conexant Verification
11 Engineers, Test Engineers, Digital Engineers, AMS Engineers, CAD Engineers, Software
12 Engineers and Design Engineers in the positions "Engineer 1, Engineer 2, Staff Engineer and
13 Senior Staff Engineer" who worked in California from April 5, 2008, to the present. Plaintiff
14 alleges that Defendants misclassified these employees as exempt from overtime, thereby requiring
15 them to work hours for which they were not properly compensated, and failed to provide them with
16 meal and rest periods that were required by California law. Plaintiff also alleges derivative claims
17 for failure to pay all wages due upon termination, failure to provide accurate wage statements, and
18 unfair competition. Plaintiff further alleges that this case is appropriate for class treatment because
19 the putative class members are similarly situated and were damaged by common, systematic
20 policies and practices of Defendants.

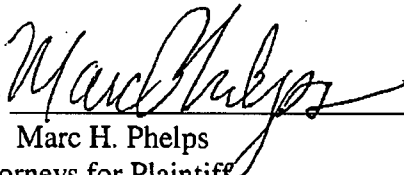
21 3. Shortly after the filing of the Complaint (but before it was served), counsel for
22 Defendants contacted Plaintiff's counsel to discuss issues that Defendants believe directly affect the
23 viability of the case. To that end, Defendant subsequently produced documents containing the
24 information pertaining to the viability of Plaintiff's claims. Plaintiff's counsel is currently in the
25 process of evaluating that information and making a decision on how to proceed with the case.
26 Plaintiff has elected to not yet serve the complaint pending the result of her decision regarding how
27 to proceed.
28



1
2 4. The parties respectfully request that the Court set a Further Status Conference in
3 approximately sixty days in order to give Plaintiff's counsel ample time to complete their review of
4 this information and make a decision on how to proceed with the case.

5
6 Dated: June 6, 2012

THE PHELPS LAW GROUP

7
8 By: 
9 Marc H. Phelps
Attorneys for Plaintiff



PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2030 Main Street, Suite 1300, Irvine, California 92614

On June 6, 2012, I served the foregoing documents described as **PLAINTIFF'S INITIAL CASE MANAGEMENT CONFERENCE STATEMENT** on interested parties in this action as follows:

SEE ATTACHED MAILING LIST

☒ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Irvine, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with the United States postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the 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.

☐ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (fax) number as noted.

☐ **(BY ELECTRONIC MAIL)** I caused said document(s) to be electronically transmitted to each addressee's e-mail address as noted.

☐ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service List.

☐ **(BY CERTIFIED MAIL-RETURN/RECEIPT)** I caused said document(s) to be mailed by Certified Mail-Return/Receipt to the offices of the addressee listed on the Service List.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the Bar of this court at whose direction the service was made.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 6, 2012 Irvine, California.

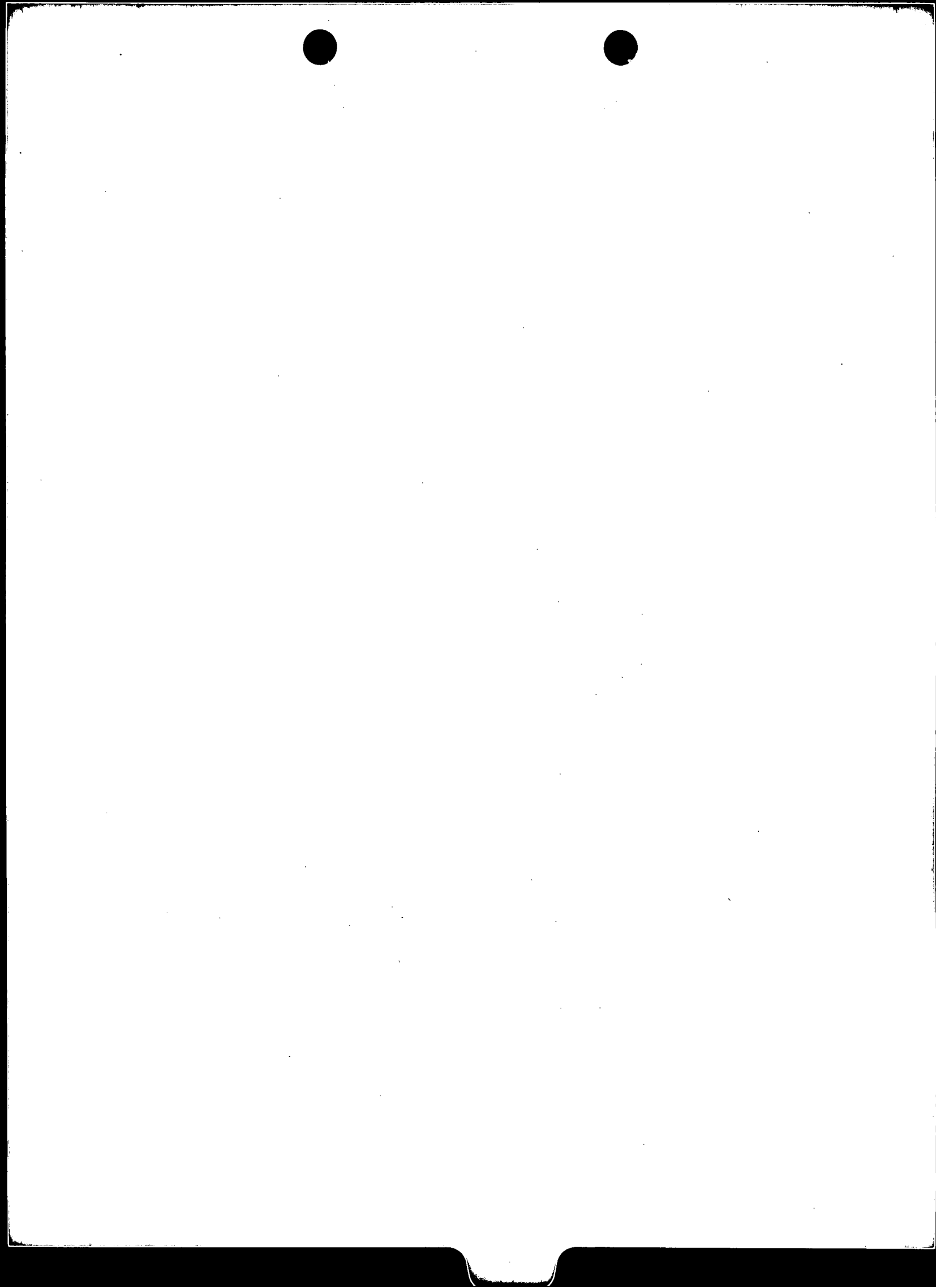

Andrea Droeco



MAILING LIST

Stephen J. Kepler
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
1900 Main Street, Fifth Floor
Irvine, CA 92614
Tel.: 949.553.1313
Fax: 949.553.8354
skepler@allenmarkins.com

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800-535-7753



1 (Counsel of Record Listed on Next Page)

2
3 **ELECTRONICALLY
FILED**

4 SUPERIOR COURT OF CALIFORNIA
5 COUNTY OF ORANGE
6 CIVIL COMPLEX CENTER

7 **May 14 2012**

8 ALAN CARLSON, Clerk of the Court
9 by M. NORDMAN

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

12 **COUNTY OF ORANGE**

13 XIN FAN, on behalf of herself and all others
14 similarly situated,

15 Plaintiff,

16 v.

17 CONEXANT, INC., a Delaware
18 corporation; CONEXANT SYSTEMS,
19 INC., a Delaware corporation; and DOES 1
20 through 100, inclusive

21 Defendants.

22 Case No. 30-2012-00559771-CU-OE-CXC
23 Assigned to Hon. Gail A. Andler
24 Dept. CX101

25 **NOTICE OF CASE MANAGEMENT
CONFERENCE**

26 Date: June 12, 2012
27 Time: 9:00 a.m.
28 Dept.: CX101



1 ROGER R. CARTER (SBN 140196)
2 THE CARTER LAW FIRM
2030 Main Street, Suite 1300
3 Irvine, California 92614
Tel.: (949) 260-4737; Fax: (949) 260-4754
4 Email: rcarter@carterlawfirm.net

5 SCOTT B. COOPER (SBN 174520)
6 THE COOPER LAW FIRM, P.C.
2030 Main Street, Suite 1300
7 Irvine, California 92614
Tel.: (949) 724-9200; Fax: (949) 724-9255
8 Email: scott@cooper-firm.com

9 MARC H. PHELPS (SBN 237036)
10 THE PHELPS LAW GROUP
2030 Main Street, Suite 1300
11 Irvine, California 92614
Tel: (949) 260-4735; Fax: (949) 260-4754
12 Email: marc@phelpsllawgroup.com

13 Attorneys for Plaintiff XIN FAN
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1 TO THE PARTIES HEREINA ND TO THEIR RESPECTIVE ATTORNEYS OF
2 RECORD:

3 PLEASE TAKE NOTICE that a Case Management Conference has been set for June 12,
4 2012, at ^{9:00}~~8:30~~ a.m., in Department CX 101 of the above-entitled court. Attached hereto as Exhibit
5 A is a copy of the Court's Order.

6
7 Dated: April 4, 2012

THE CARTER LAW FIRM

8
9 By:  _____

10 Roger R. Carter
11 Attorneys for Plaintiff
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EXHIBIT A



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 05/03/2012

TIME: 08:45:00 AM

DEPT: CX101

JUDICIAL OFFICER PRESIDING: Gail A. Andler

CLERK: Mary White

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT:

CASE NO: 30-2012-00559771-CU-OE-CXC CASE INIT.DATE: 04/05/2012

CASE TITLE: Fan vs. Conexant, Inc.

CASE CATEGORY: Civil.- Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 71470378

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

Each party who has not paid the Complex fee of \$ 550.00 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Court finds that this case is exempt from the case disposition time goals imposed by California Rule of Court, rule 3.714 due to exceptional circumstances and estimates that the maximum time required to dispose of this case will exceed twenty-four months due to the following case evaluation factors of California Rules of Court, rules 3.715 and 3.400: Case is Complex.

The Case Management Conference is scheduled for 06/12/2012 at 09:00 AM in Department CX101.

Plaintiff shall, at least 5 court days before the hearing, file with the Court and serve on all parties of record or known to Plaintiff a brief, objective summary of the case, its procedural status, the contentions of the parties and any special considerations of which the Court should be aware. Other parties who think it necessary may also submit similar summaries three court days prior to the hearing. DO NOT use the Case Management Statement form used for non-complex cases (Judicial Council Form CM-110).

This case is subject to mandatory electronic filing pursuant to Superior Court Rules, County of Orange, Rule 308. Plaintiff shall give notice of the Status Conference and the electronic filing requirement to all parties of record or known to plaintiff, and shall attach a copy of this minute order.

Clerk to give notice to Plaintiff and Plaintiff to give notice to all other parties.

CLERK'S CERTIFICATE OF MAILING: I certify I am not a party to this cause, over age 18, and a copy of this document was mailed first class postage, prepaid in a sealed envelope addressed as shown, on 03-MAY-2012, at Santa Ana, California. ALAN CARLSON /EXECUTIVE OFFICER & CLERK OF THE SUPERIOR COURT, BY: M.WHITE deputy.

ROGER R CARTER
THE CARTER LAW FIRM
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

SCOTT B COOPER
THE COOPER LAW FIRM, P.C.
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

MARC H PHELPS
THE PHELPS LAW GROUP
2030 MAIN STREET, STE 1300
IRVINE, CA 92614

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2030 Main Street, Suite 1300, Irvine, California 92614

On May 14, 2012, I served the foregoing documents described as **NOTICE OF CASE MANAGEMENT CONFERENCE** on interested parties in this action as follows:

SEE ATTACHED MAILING LIST

☒ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Irvine, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with the United States postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the 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.

☐ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (fax) number as noted.

☐ **(BY ELECTRONIC MAIL)** I caused said document(s) to be electronically transmitted to each addressee's e-mail address as noted.

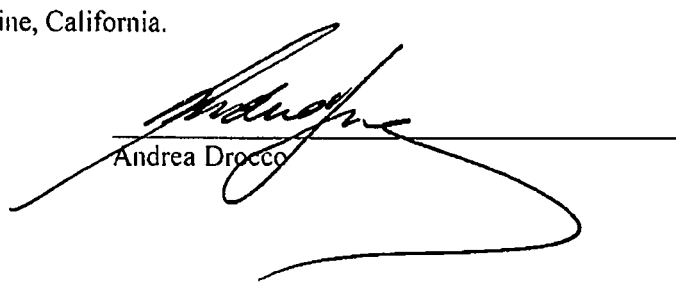
☐ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service List.

☐ **(BY CERTIFIED MAIL-RETURN/RECEIPT)** I caused said document(s) to be mailed by Certified Mail-Return/Receipt to the offices of the addressee listed on the Service List.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the Bar of this court at whose direction the service was made.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 14, 2012 Irvine, California.

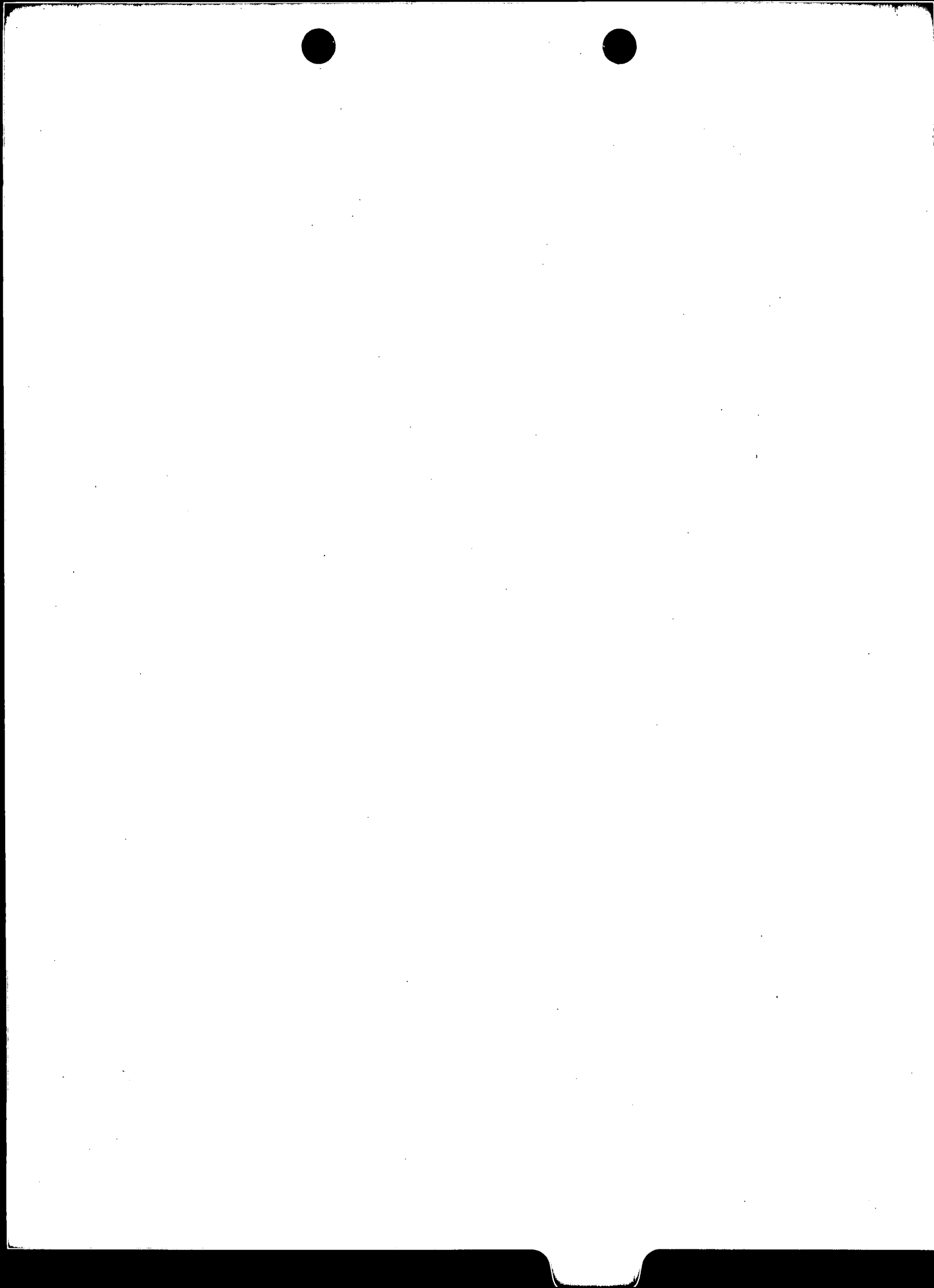

Andrea Drocco



MAILING LIST

1
2 Stephen J. Kepler
3 ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
4 1900 Main Street, Fifth Floor
5 Irvine, CA 92614
6 Tel.: 949.553.1313
7 Fax: 949.553.8354
8 skepler@allenmarkins.com
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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 05/03/2012

TIME: 08:45:00 AM

DEPT: CX101

JUDICIAL OFFICER PRESIDING: Gail A. Andler

CLERK: Mary White

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT:

CASE NO: 30-2012-00559771-CU-OE-CXC CASE INIT.DATE: 04/05/2012

CASE TITLE: **Fan vs. Conexant, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 71470378

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

Each party who has not paid the Complex fee of \$ 550.00 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Court finds that this case is exempt from the case disposition time goals imposed by California Rule of Court, rule 3.714 due to exceptional circumstances and estimates that the maximum time required to dispose of this case will exceed twenty-four months due to the following case evaluation factors of California Rules of Court, rules 3.715 and 3.400: Case is Complex.

The Case Management Conference is scheduled for 06/12/2012 at 09:00 AM in Department CX101.

Plaintiff shall, at least 5 court days before the hearing, file with the Court and serve on all parties of record or known to Plaintiff a brief, objective summary of the case, its procedural status, the contentions of the parties and any special considerations of which the Court should be aware. Other parties who think it necessary may also submit similar summaries three court days prior to the hearing. DO NOT use the Case Management Statement form used for non-complex cases (Judicial Council Form CM-110).

This case is subject to mandatory electronic filing pursuant to Superior Court Rules, County of Orange, Rule 308. Plaintiff shall give notice of the Status Conference and the electronic filing requirement to all parties of record or known to plaintiff, and shall attach a copy of this minute order.

Clerk to give notice to Plaintiff and Plaintiff to give notice to all other parties.

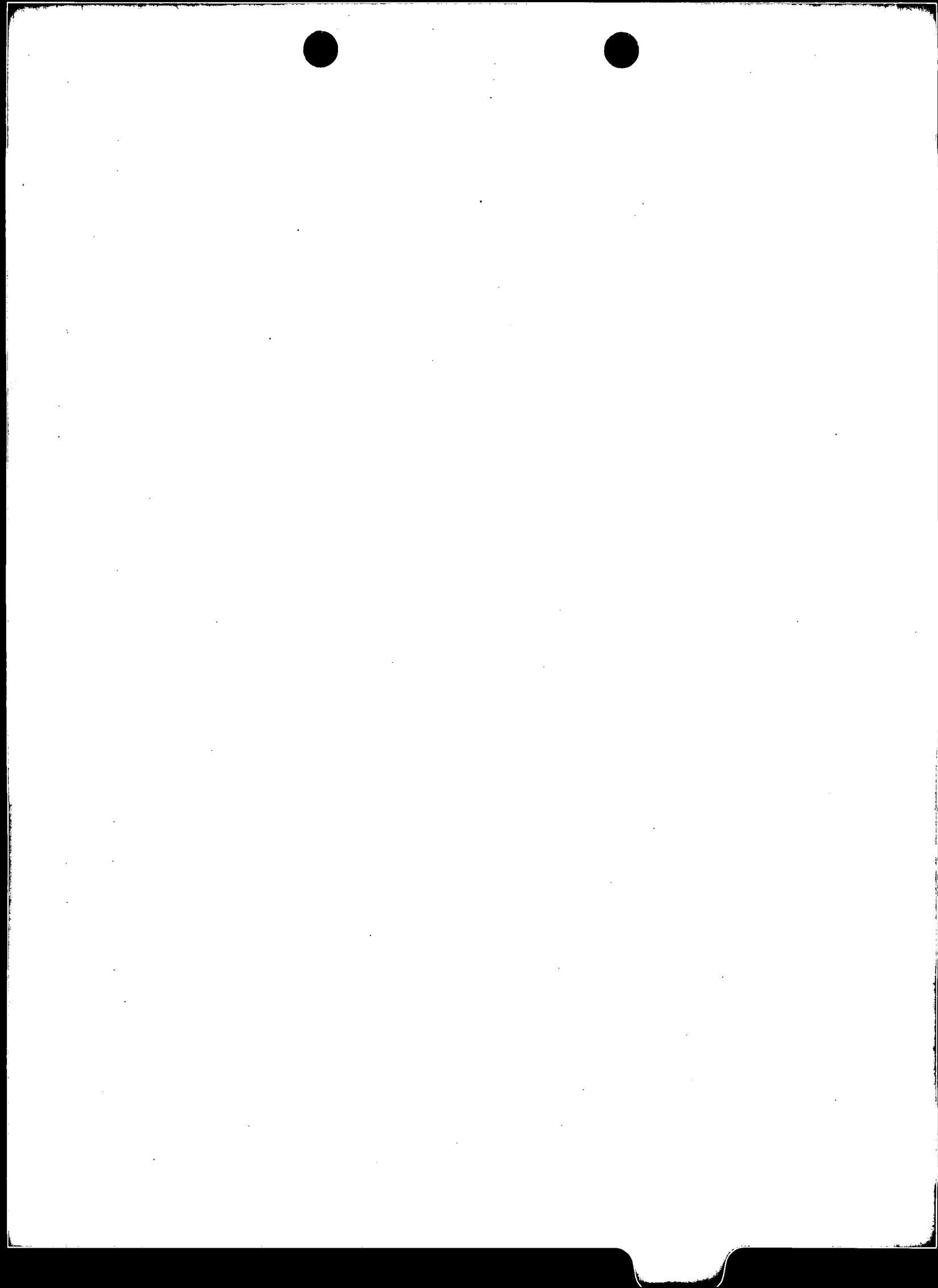
CLERK'S CERTIFICATE OF MAILING: I certify I am not a party to this cause, over age 18, and a copy of this document was mailed first class postage, prepaid in a sealed envelope addressed as shown, on 03-MAY-2012, at Santa Ana, California. ALAN CARLSON /EXECUTIVE OFFICER & CLERK OF THE SUPERIOR COURT, BY: M.WHITE deputy.

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22 Attorneys for Plaintiff
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Attorneys for Defendants
CONEXANT, INC. and CONEXANT SYSTEMS,
INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE -- CIVIL COMPLEX

XIN FAN, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

CONEXANT, INC., a Delaware corporation;
CONEXANT SYSTEMS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2012-00559771

ASSIGNED FOR ALL PURPOSES TO
JUDGE GAIL A. ANDLER
DEPARTMENT CX-101

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: April 5, 2012
Trial Date: Not Set





1 (c) "Designating Party" shall mean the Party or non-party
2 designating a document, information, or testimony as "Confidential" or "Highly
3 Confidential."

4 (d) "Receiving Party" shall mean the Party or non-party who
5 receives a document, information, or testimony designated as "Confidential" or "Highly
6 Confidential."

7 **STIPULATED TERMS**

8 2. This Stipulation shall govern the use and dissemination of materials
9 designated as either "Confidential" or "Highly Confidential" pursuant to Paragraph 4 and
10 Paragraph 5 below, respectively, during the course of this Litigation. The terms of this
11 Stipulated Protective Order shall also govern all information or documents previously
12 exchanged that are appropriately designated as "Confidential" or "Highly Confidential" as
13 well as discovery items (documents, interrogatory answers, responses to requests for
14 admissions, depositions, and exhibits) to the extent such items qualify for protection under
15 the terms of this Stipulation (collectively, "Material").

16 3. All Material exchanged between and among the Parties during the
17 course of this Litigation shall be used exclusively for the purposes of evaluating and
18 litigating claims asserted in this Litigation ("Permissible Uses") and shall not be disclosed
19 to any other person or entity except in accordance with the terms hereof.

20 4. Any Party or non-party may designate any Material produced by that
21 Party or non-party as "Confidential" where he, she, or it believes in good faith that such
22 Material may contain (i) confidential business, financial, personal, or commercial
23 information or competitively-sensitive information not customarily disclosed to the general
24 public; or (ii) any non-party documents, testimony, or information or other things that the
25 non-party maintains as confidential, seeks to maintain as confidential for the purposes of
26 this Litigation, and the disclosure of which may have the effect of causing harm to the non-
27 party from which the documents, testimony, or information was obtained. "Confidential"
28 information may consist of, without limitation, (i) testimony given in this Litigation by any

1 Party or by any non-party (whether oral or written); (ii) documents produced in this
2 Litigation by any Party or by any non-party; (iii) written discovery responses given by any
3 Party; (iv) any documents or pleadings filed with the Court which attach, contain, or
4 disclose any such confidential information; and (v) the information contained within such
5 documents, testimony, or discovery responses so properly designated.

6 5. Any Party or non-party may designate any Material produced by that
7 Party or non-party as "Highly Confidential" where he, she, or it believes in good faith that
8 such Material is extraordinarily sensitive. Material designated as "Highly Confidential"
9 may include, but is not limited to, documents relating to current and future business plans
10 and the way that Party does business. The "Highly Confidential" designation is a subset of
11 the "Confidential" designation -- as set forth in Paragraph 4 above -- and accordingly, all
12 provisions of this Stipulation relating to "Confidential" Material, as well as references to
13 "Confidential" Material, shall apply equally to "Highly Confidential" Material, except that
14 disclosure and use of "Highly Confidential" Material is subject to the limitations set forth
15 in Paragraph 12 below.

16 6. "Confidential" or "Highly Confidential" Material shall not include any
17 information that (i) is already public knowledge or otherwise in the public domain; (ii) has
18 become public knowledge or enters the public domain other than as a result of a disclosure
19 in violation of this Stipulation; or (iii) has come or shall come into a Receiving Party's
20 legitimate possession from sources other than the Designating Party and other than the
21 result of a breach of a confidentiality or non-disclosure agreement.

22 7. The designation of "Confidential" Material or "Highly Confidential"
23 Material shall be made in the following manner:

24 (a) In the case of documents or other written materials (apart from
25 transcripts of depositions or other pre-trial testimony): by affixing (without obscuring or
26 defacing the document) the legend "Confidential" or "Highly Confidential" to each page

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1 containing such Material, or by otherwise indicating via cover letter or other written
2 communication by the Designating Party that the Material is to be designated as
3 "Confidential" or "Highly Confidential."

4 (b) In the case of depositions or other pretrial testimony, including
5 any exhibits introduced or discussed during such deposition or other pretrial testimony: by
6 written notice, sent by counsel for the Designating Party to all other Parties (and, if
7 applicable, non-parties) within fifteen (15) days after receiving a copy of the transcript
8 thereof, listing the specific pages and lines of the transcript that should be treated as
9 "Confidential" or "Highly Confidential." If such designation is made, the court reporter (if
10 the court reporter has custody of any original or certified copies of the transcript) or the
11 party in custody of the transcript shall be directed to place a notation on the cover of the
12 transcript indicating that the transcript contains confidential material, and such notation
13 shall be affixed to each copy of the transcript in the possession, custody or control of the
14 Parties and non-parties to the Litigation who are permitted access to such Material
15 pursuant to this Stipulation. If a Party claims that a deposition exhibit is "Confidential" or
16 "Highly Confidential," the parties shall meet and confer about the specific information
17 contained therein which is designated as "Confidential" or "Highly Confidential," and the
18 Party marking the document as an exhibit shall have the opportunity to submit a redacted
19 document, if possible, so as to avoid such a designation. All depositions and other pre-trial
20 testimony shall be treated as "Confidential" in their entirety, and shall not be submitted to
21 any court except as provided herein, until the expiration of the final date for giving written
22 notice of confidentiality as provided in this paragraph unless otherwise agreed to by the
23 Parties or ordered by the Court.

24 8. If, at any time after producing any Material, the Designating Party
25 determines that certain Material should have been designated as "Confidential" or "Highly
26 Confidential," the Designating Party shall promptly provide to the Party or Parties to
27 whom that document or information was produced a replacement copy of the Material
28 bearing a "Confidential" or "Highly Confidential" legend. In the case of Material



1 produced electronically, the Designating Party shall clearly identify which specific
2 document or information should have been designated as "Confidential" or "Highly
3 Confidential," at which time the Material will be deemed to be so designated.

4 (a) The other Parties shall promptly return the undesignated
5 Material (and all copies thereof) to the Designating Party after receiving the replacement
6 Material, unless such undesignated Material was previously incorporated into court filings.

7 (b) In the event that the Material subsequently designated as
8 "Confidential" or "Highly Confidential" has been previously incorporated into a court
9 filing, the portion of the court filing incorporating such Material need not be returned but
10 shall be designated accordingly or otherwise placed under seal in accordance with this
11 Stipulation.

12 9. Nothing in this Stipulation shall require disclosure of information that
13 is protected by the attorney-client privilege or work-product immunity or other applicable
14 protection.

15 (a) Inadvertent production of any document or thing which any
16 Party later discovers should not have been produced because of a privilege or immunity
17 shall not, by itself, be deemed to waive any such privilege or immunity.

18 (b) Any Party may, upon discovery of an inadvertently produced
19 document or documents, request the return of that document or those documents. Upon
20 any Party's request, the possessing party shall, within three days, (i) return the document(s)
21 and all copies thereof to the Party making the inadvertently production, and (ii) expunge
22 from any other document the information derived from the inadvertently produced
23 document(s); provided that the Requesting Party informs the Party what should be
24 expunged.

25 10. A Party shall not be obligated to challenge the propriety of a
26 designation of Material as "Confidential" or "Highly Confidential" at the time the
27 designation is made, and such a failure to do so shall not preclude a subsequent challenge
28 thereto.



1 (a) Any Receiving Party may in good faith object to the
2 designation of any Material as "Confidential" or "Highly Confidential" or to the limitations
3 as to the use and disclosure of such information, by providing written notice of such
4 objections to the Designating Party. The grounds for any objections shall be stated with
5 reasonable particularity.

6 (b) The Parties (and affected non-parties, if any) shall thereafter
7 attempt to resolve such dispute in good faith on an informal basis. If the dispute cannot be
8 resolved, the Receiving Party who challenges the designation may, at any time thereafter,
9 apply to the Court, on reasonable notice, for an order removing the designated status or
10 limitation as to the use and disclosure of such information, as the case may be.

11 11. Materials designated as "Confidential" shall not be given, shown,
12 made available or communicated in any way (in whole or in part) except to the following
13 persons:

14 (a) Counsel of record and in-house counsel for the Parties in this
15 Litigation and attorneys, paralegals, and other support staff employed by such counsel;

16 (b) The Parties, including current and former directors, officers
17 and employees of the Parties, in connection with Permissible Uses and only to the extent
18 reasonably necessary to aid counsel in conducting the Litigation;

19 (c) Outside experts or consultants and employees of such experts
20 or consultants retained or consulted by the Parties in connection with the Permissible Uses
21 in the Litigation;

22 (d) The Court and Court personnel, including the Court's law
23 clerks, court reporters, and the Clerk of the Court;

24 (e) Any outside vendors retained by the Parties to perform any
25 photocopying, computer imaging, data processing, court reporting, or other similar clerical
26 services in the Litigation, but only for so long as is necessary to perform such services;

27 (f) Any entity which is indicated on the face of a document or by
28 other reliable evidence to have been an author, sender, addressee or recipient thereof;

1 (g) Any mediator(s) agreed upon by the Parties to conduct a
2 mediation of the claims asserted in this Litigation;

3 (h) Any discovery referee(s) agreed upon by the Parties and
4 appointed by the Court to make recommendations on discovery issues arising in this
5 Litigation;

6 (i) Witnesses at trial, the jury, and those in attendance at the trial,
7 and any deponents in the case; and

8 (j) Any other person upon order of the Court, after notice and a
9 hearing, or upon written consent of the Designating Party.

10 12. Materials designated as "Highly Confidential" shall not be given,
11 shown, made available or communicated in any way (in whole or in part) except to the
12 following persons:

13 (a) Counsel of record and in-house counsel for the Parties in this
14 Litigation and attorneys, paralegals, and other support staff employed by such counsel;

15 (b) The Court and Court personnel, including the Court's law
16 clerks, court reporters, and the Clerk of the Court;

17 (c) Outside experts or consultants and employees of such experts
18 or consultants retained or consulted by the Parties in connection with Permissible Uses in
19 the Litigation;

20 (d) Any outside vendors retained by the Parties to perform any
21 photocopying, computer imaging, data processing, court reporting, or other similar clerical
22 services in the Litigation, but only for so long as is necessary to perform such services;

23 (e) Any entity which is indicated on the face of a document or by
24 other reliable evidence to have been an author, sender, addressee or recipient thereof;

25 (f) Any mediator(s) agreed upon by the Parties to conduct a
26 mediation of the claims asserted in the Litigation;

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1 (g) Any discovery referee(s) agreed upon by the Parties and
2 appointed by the Court to make recommendations on discovery issues arising in this
3 Litigation;

4 (h) Witnesses at trial, the jury, and those in attendance at the trial,
5 and any deponents in the case; and

6 (i) Any other person upon order of the Court, after notice and a
7 hearing, or upon written consent of the Designating Party.

8 13. Each person given access to "Confidential" or "Highly Confidential"
9 Material pursuant to Paragraph 11 or Paragraph 12 of this Stipulation -- but excluding
10 counsel of record, in-house counsel and paralegals, the Court, and Court personnel -- shall
11 be (in advance of being given access to such "Confidential" or "Highly Confidential):

12 (a) advised that (i) the "Confidential" or "Highly Confidential"
13 Material is being disclosed pursuant to and subject to the terms of this Stipulation and may
14 not be disclosed other than pursuant to the terms hereof, and (ii) the failure to abide by the
15 terms of this Stipulation may be punishable as a contempt of Court, and

16 (b) required to sign the Acknowledgement attached hereto as
17 Exhibit A.

18 14. In the event that a Party hereto or a Receiving Party shall receive a
19 subpoena, civil investigative demand or other form of legal process ("Discovery Request")
20 from any non-party (including, without limitation, any party to any action other than the
21 Litigation, or any state, federal, or foreign regulatory or administrative body or agency)
22 seeking the production of Material designated "Confidential" or "Highly Confidential"
23 pursuant to the terms of this Stipulation:

24 (a) The Receiving Party shall promptly disclose such fact to the
25 Designating Party and shall not disclose any Material designated "Confidential" or "Highly
26 Confidential" in response thereto without first providing the Designating Party a
27 reasonable opportunity to seek appropriate protective treatment or other relief;

28 ///



1 (b) The Receiving Party shall immediately provide the Designating
2 Party with telephonic and written notice of the Discovery Request and shall immediately
3 send a copy of the Discovery Request to the Designating Party by facsimile and/or
4 overnight mail; and

5 (c) It shall be the obligation of the Designating Party to obtain an
6 order from the appropriate court to preclude or restrict production of any Confidential
7 Material requested pursuant to the Discovery Request.

8 15. In the event that a Party or non-party desires to use, refer to, or attach
9 any "Confidential" or "Highly Confidential" Material in or to any documents filed with or
10 submitted to any court, or refer to any confidential information contained therein for use at
11 trial or as a basis for adjudication, such documents shall be submitted to the court in
12 accordance with Rules 2.550 and 2.551 of the California Rules of Court. If the court
13 refuses to allow a party to file a document under seal, it may be submitted out of seal.

14 16. In the event that a Party or non-party desires to use, refer to, or attach
15 any "Confidential" or "Highly Confidential" Material in or to any documents filed with or
16 submitted to any court, or refer to any confidential information contained therein for any
17 purpose other than for trial or as a basis for adjudication -- e.g. in connection with
18 discovery motions and/or any other motion or proceeding not involving adjudication --
19 such documents shall be submitted to the court in camera or in redacted form or filed in a
20 sealed envelope with an appropriate legend stating "FILED UNDER SEAL BY
21 STIPULATED PROTECTIVE ORDER DATED _____, 20__" and an
22 accompanying instruction to the Clerk of the Court that such documents be maintained
23 separate from the public records and shall be released only upon further order from the
24 court. Documents that contain "Confidential" or "Highly Confidential" Material or
25 references thereto that are to be filed under seal shall bear such further information as is or
26 may be prescribed by the Clerk of the Court. The Parties shall also, to the extent possible,
27 file copies of such documents in the public file with "Confidential" or "Highly
28 Confidential" Material and/or references thereto appropriately redacted from such



1 documents. Nothing herein shall be construed to preclude provision of courtesy copies to
2 the court of all documents filed in camera in unredacted form.

3 17. In the event additional parties are joined or permitted to intervene in
4 this Litigation, they shall be bound by the terms of this Stipulated Protective Order.

5 18. Nothing herein shall be deemed or construed to restrict or prejudice in
6 any manner:

7 (a) the right of any Party or non-party to assert that certain
8 information is so highly confidential as not to be subject to discovery;

9 (b) the right of any Party or non-party to resist or object to the
10 production of documents or disclosure of information on any other grounds;

11 (c) the right of any Party to contest another Party's or non-party's
12 basis for designating Material as "Confidential" or "Highly Confidential";

13 (d) the right of any Party or non-party to seek additional protective
14 relief with respect to any document or information sought in the course of discovery or
15 otherwise;

16 (e) the right of any Party to object to the admissibility,
17 authenticity, relevance, or use of any "Confidential" or "Highly Confidential" Material at
18 any hearing or trial;

19 (f) the right of any Party to seek to compel additional discovery;
20 or

21 (g) the right of any Party to seek modification or other relief from
22 the Court with respect to any provisions of this Stipulation.

23 19. Aside from the exceptions and limitations herein, nothing shall restrict
24 the right of any Party or non-party to use his, her, or its own documents and information
25 designated as "Confidential" or "Highly Confidential" for any purpose whatsoever.

26 20. Nothing herein shall be deemed or construed as a waiver of any
27 applicable privilege or protection, right of privacy, or proprietary interest with respect to
28 any Material designated as "Confidential" or "Highly Confidential."



1 21. The provisions of this Stipulation shall be binding upon counsel's
2 execution of this stipulation and shall continue to be binding throughout and after the final
3 determination of this Litigation, including without limitation any appeals therefrom.
4 Within 45 days after receiving notice of the entry of a final, non-appealable order or decree
5 terminating and disposing of this Litigation, all Receiving Parties shall, absent a Court
6 order or agreement of the Parties stating otherwise, either return all Material designated
7 "Confidential" or "Highly Confidential," including any copies thereof, to the Designating
8 Party or, alternatively, destroy all such Material and certify in writing that such Material
9 has been destroyed. This shall not apply to depositions, including deposition transcripts
10 and deposition exhibits. It also shall not apply to any attorney work product.

11 22. Neither the termination of the Litigation, nor the termination of
12 employment of any person who has had access to any "Confidential" or "Highly
13 Confidential" Material, shall relieve such person of his or her obligations under this
14 Stipulated Protective Order, which shall survive.

15 23. This Stipulated Protective Order may be modified only by written
16 agreement of the affected Parties without further order of the Court, and the Court retains
17 the power to modify this Stipulated Protective Order with or without the consent of the
18 Parties (or any of them), upon application of any Party, or on its own motion.

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1 24. Any willful violation of any of the terms of this Stipulated Protective
2 Order shall be treated as a "misuse of the discovery process" within the meaning of Code
3 of Civil Procedure section 2023.010, *et seq.* and all of the remedies thereof may be
4 imposed by the Court. The Court may make such other orders and/or awards as are
5 necessary to redress a violation of this protective order, including mandatory and
6 prohibitory injunctions.

7
8 Dated: April 19, 2012

THE CARTER LAW FIRM

9
10 By: 

ROGER R. CARTER
Attorneys for Plaintiff
XIN FAN

11
12
13 Dated: April 19, 2012

THE COOPER LAW FIRM, P.C.

14
15 By: 

SCOTT B. COOPER
Attorneys for Plaintiff
XIN FAN

16
17
18 Dated: April 19, 2012

THE PHELPS LAW GROUP

19
20 By: 

MARC H. PHELPS
Attorneys for Plaintiff
XIN FAN

21
22
23
24 Dated: April __, 2012

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

25
26 By: _____

STEPHEN J. KEPLER
Attorneys for Defendants
CONEXANT, INC. and CONEXANT
SYSTEMS, INC.



EXHIBIT "A"

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1. I, _____, acknowledge that I have read and understand the Stipulated Protective Order entered in the action between Plaintiff Xin Fan and Defendants Conexant, Inc. and Conexant Systems, Inc: -- *Xin Fan v. Conexant, Inc., et al.*, Case No. 30-2012-00559771, Orange County Superior Court -- and agree to be bound by the terms and conditions of that Stipulated Protective Order.

2. I acknowledge and understand that unauthorized disclosures of "Confidential" and/or "Highly Confidential" material constitutes contempt of court.

3. I acknowledge and understand that, by signing this Acknowledgment, I expressly consent to the exercise of personal jurisdiction by the court in which the above-entitled action is pending.

DATED: _____

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800-535-7753



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

Roger R. Carter, Esq. SBN 140110
 THE CARTER LAW FIRM
 2030 Main Street, Suite 1300
 Irvine, CA 92614
 TELEPHONE NO.: 949.260.4737

FAX NO.: 949.260.4754

ATTORNEY FOR (Name): Plaintiff XIN FAN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 751 West Santa Ana Blvd,

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, CA 92701

BRANCH NAME: Civil Complex Center

CASE NAME:

XIN FAN v. CONEXANT, INC., et al.

FOR COURT USE ONLY

**ELECTRONICALLY
 FILED**
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CIVIL COMPLEX CENTER

April 05, 2012

ALAN CARLSON, Clerk of the Court
 by N.DORFMAN

CIVIL CASE COVER SHEET

☒ **Unlimited**
 (Amount
 demanded
 exceeds \$25,000)

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

Complex Case Designation

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

CASE NUMBER:

30-2012-00559771

JUDGE: Gail A. Andler

DEPT: CX-101

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

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

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

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

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

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

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

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: April 4, 2012

(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



SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C11	BANKS 657-622-5211	Friday 1:30 p.m.	Daily 8:45 a.m.	Noon	3:00 p.m.	Yes	Call (657) 622-5211 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. Counsel <u>must</u> reserve Ex Parte hearings with the courtroom by calling (657) 622-5211 and supply whatever information may be requested.
C20	CHAFFEE 657-622-5220	Friday 9:30 a.m.	Daily 1:30 p.m.	None	Noon	Yes 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT
C25	COLAW 657-622-5225	Friday 10:00 a.m.	Daily 1:30 p.m.	noon day before Ex Parte hearing-Reservation must be made with courtroom prior to hearing being set	4:00 p.m., day before the Ex Parte hearing	Yes, 3:00 p.m. day before	Teleconference appearances will be allowed for Case Management Conferences and Law and Motion hearings ONLY. They do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C15	FIRMAT 657-622-5215	Wednesday 3:00 p.m.	Daily 1:30 p.m.	Not required	11:00 a.m.	Yes	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C18	DI CESARE 657-622-5218	Thursday 1:30 p.m.	M,T,W,F 1:30 p.m.	Noon	4:30 P.M. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes 3:00 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C22	FELL 657-622-5222	Wednesday 10:00 a.m. Motions must be reserved prior to filing by calling 657-622-5222.	Daily 8:30 a.m.	Not required	2:00 p.m	Yes 4:30 p.m. the day before	Moving party must submit on moving papers unless the court invites oral argument. Oral argument will be heard on the hearing date. Oppositions must be in writing but may be hand written if presented at the time of appearance.



SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C9	GASTELUM 657-622-5209	Tuesday 2:00 p.m.	M,T,W,TH 1:30 p.m.	Noon	3:00 p.m., day before the Ex Parte hearing		
C33	GLASS 657-622-5233	Tuesday 9:00 a.m. NOTE: effective the week of Jan. 3 rd , 1011 Law & Motion will be heard Mondays at 2:00 p.m.	Monday 10:00 a.m. T, W, Th, F 9:00 a.m.	9:00 a.m.	3:00 p.m. Oppositions due by 9:00 a.m. day before hearing	Yes Friday before hearing	Oral argument will be heard at the hearing. Counsel may submit on pleadings but must inform clerk prior to calendar call. Call clerk if all sides submit to tentative ruling. The court may allow oral argument but it will be limited to 5 minutes or less per side.
C31	HORN 657-622-5231	Wednesday 1:30 p.m.	M,T,W,TH,F 8:30 a.m.	12:00 p.m. before Ex Parte Hearing. Reservation must be made with courtroom prior to the hearing.	3:00 p.m.	No	
C24	HUNT 657-622-5224	T, W, Th 8:30 a.m.	Daily 1:30 p.m.	Not required	Submit documents at time of hearing	No	Motions for Summary Judgment & Demurrers must be reserved with C-24 prior to filing by calling (657)622-5224. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
C26	LEWIS 657-622-5226	Monday 10:30 a.m.	T, W, TH, F 8:30 a.m.	10:00 a.m.	2:00 p.m.	Yes noon Friday before	Late ex parte applications shall not be accepted. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT

SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C27	MAKINO 657-622-5227	Friday 9:00 a.m.	M,T,W,TH 8:45 a.m.	10:00 a.m. Reservation must be made with courtroom prior to Ex Parte hearing.	3:00 p.m.	Yes	Once tentative ruling is posted NO continuance will be granted or hearing cannot be taken off calendar
C19	MARGINES 657-622-5219	Wednesday 1:30 p.m.	Daily 1:30 p.m.	10:00 a.m.	10:30 a.m.	No	Notice must be given to opposing party by 10:00 a.m. day before ex parte hearing.
C7	MARKS 657-622-5207	Friday 10:30 a.m. Reservation Required	M,T,W,TH 1:30 p.m.	Reservation must be made with courtroom day before the hearing by noon	3:00 p.m.		Motions must be reserved with C-7 prior to filing by calling (657)622-5207
C21	MCEACHEN 657-622-5221	Tuesday 1:30 p.m.	Daily 9:00 a.m.	12:00 p.m.	3:00 p.m.	yes	
C14	MILLER 657-622-5214	Tuesday 1:30 p.m.	T, W, TH, F 8:30 a.m.	9:00 a.m.	4:00 p.m. if day prior to the Ex Parte hearing	Yes noon day of hearing	If Monday is a holiday, law and motion is heard on Thursday at 1:30 p.m. NOTE: for L&M, Dept. C14 requires parties call the dept. to check availability of a motion date prior to filing their motion by calling (657) 622-5214. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5214 to reserve a date no later than 9:00 a.m., the day prior to the hearing. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT

SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C12	MOBERLY 657-622-5212	Friday 1:30 p.m. Effective 6/17/11, Law and Motion will be heard at 2:00 p.m.	M, T, W, TH 1:30 p.m.	Noon	3:00 p.m.	Yes 4:30 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5212 to reserve a date no later than noon, the day prior to the hearing. Motions for Summary Judgment must be reserved with C12 prior to filing by calling (657) 622-5212.
C16	MONROE 657-622-5216	Tuesday 2:00 p.m.	T, W, TH 8:30 a.m.	Noon	4:00 p.m. if day prior to the Ex Parte hearing is Monday- Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes 4:00 p.m. the day before	If Monday is a holiday, law and motion is heard on Thursday at 2:00 p.m.
C23	MOSS 657-622-5223	Friday 10:00 a.m.	Daily 8:30 a.m.	Not required	12:00 p.m.	Yes 4:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT
C13	MUÑOZ 657-622-5213	Thursday 2:00 pm	M, T, W, TH 8:30 a.m.	10:00 a.m.	Noon	Yes 4:00 p.m. the day before	
C3	MYERS 657-622-5203	Thursday Unlimited/ Omni 1:30 p.m. Limited 2:00 p.m.	M, T, W, TH 1:30 p.m. Fri 11:00 a.m.- emergency only	Not required	3:00 p.m. day before	No	
C8	NAKAMURA 657-622-5208	Thursday 2:00 p.m.	M, T, W, TH 1:30 p.m.	24 hours, the day before the hearing	M, T, W, Th, 10:00 a.m. day of ex parte	Yes 4:00 p.m. the day before	Counsel must reserve a motion date with the courtroom, prior to setting the motion.



SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY – CENTRAL JUSTICE CENTER

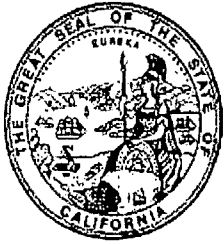
CIVIL DEPARTMENT CALENDAR SCHEDULING CHART

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C32	PERK 657-622-5232	Friday 11:00 a.m.	M, T, W, TH 8:30 a.m.	Noon.	10:00 a.m. the day of hearing	Yes 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing
C6	RODRIGUEZ 657-622-5206	Thursday 1:30 p.m. No Reservation Required.	Mon & Fri 9:00 a.m. Tues & Wed 9:30 a.m. Thurs 1:30 p.m.	Reservation must be made with courtroom day before the hearing by 10:00 a.m.	2:00 p.m.	Yes	Counsel may submit on law and motion tentative without appearance if all parties agree to ruling. Teleconference appearances are voluntary and do not require consent by the court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888)88-COURT. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C17	SANDERS 657-622-5217	Friday 1:30 p.m. Reservations required	M, T, W, TH 9:00 a.m. Moving Party must check in at 8:30 am	Noon	3:00 p.m.	Yes By 12:00 p.m. Friday	Call (657) 622-5217 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. If one or all parties submit on the tentative, they each must notify the clerk. The tentative will become the final ruling if all parties submit, unless otherwise directed.
C10	SCHUMANN 657-622-5210	Tuesday 3:00 p.m. Reservation Required	M, W, TH 1:45 p.m.	Not Required	Papers to be presented in C10 by 11:00 a.m. the day prior to the ex parte	Yes	





Superior Court of California
County of Orange

VIRGINIA DAVIDOW

CIVIL UNIT MANAGER

657-622-7555

ATTENTION ALL ATTORNEYS AND LITIGANTS

**NEW PROCEDURES for EXPEDITED JURY TRIALS IN CIVIL
CASES are available, effective January 3, 2011.**

A Judicial Council Information Sheet is attached to your complaint.

Specific details about the new procedure can be found in California Code of Civil Procedure commencing with Section 630.01 and California Rules of Court, rules 3.1545 through 3.1552. If applicable, notify the court at your first Case Management Conference.



This information sheet is for anyone involved in a civil lawsuit who is considering taking part in an **expedited jury trial**—a trial that is shorter and has a smaller jury than a traditional jury trial. Taking part in this type of trial means you give up your usual rights to appeal. **Please read this information sheet before you agree to have your case tried under the expedited jury trial procedures.**

This information sheet does not cover everything you may need to know about expedited jury trials. It only gives you an overview of the process and how it may affect your rights. **You should discuss all the points covered here and any questions you have about expedited jury trials with your attorney. If you do not have an attorney, you should consult with one before agreeing to an expedited jury trial.**

1 What is an expedited jury trial?

An expedited jury trial is a short trial, generally lasting only one day. It is intended to be quicker and less expensive than a traditional jury trial.

As in a traditional jury trial, a jury will hear your case and will reach a decision about whether one side has to pay money to the other side. An expedited jury trial differs from a regular jury trial in several important ways:

- **The trial will be shorter.** Each side has 3 hours to put on all its witnesses, show the jury its evidence, and argue its case.
- **The jury will be smaller.** There will be 8 jurors instead of 12.
- **Choosing the jury will be faster.** The parties will exercise fewer challenges.
- **All parties must waive their rights to appeal.** In order to help keep down the costs of litigation, there are no appeals following an expedited jury trial except in very limited circumstances. These are explained more fully in **5**.

2 Will the case be in front of a judge?

The trial will take place at a courthouse and a judge, or, if you agree, a temporary judge (a court commissioner or an experienced attorney whom the court appoints to act as a judge) will handle the trial.

3 Does the jury have to reach a unanimous decision?

No. Just as in a traditional civil jury trial, only three-quarters of the jury must agree in order to reach a decision in an expedited jury trial. With 8 people on the jury, that means that at least 6 of the jurors must agree on the verdict in an expedited jury trial.

4 Is the decision of the jury binding on the parties?

Generally, yes, but not always. A verdict from a jury in an expedited jury trial is like a verdict in a traditional jury trial. The court will enter a judgment based on the verdict, the jury's decision that one or more defendants will pay money to the plaintiff or that the plaintiff gets no money at all.

But parties who agree to take part in expedited jury trials are allowed to make an agreement before the trial that guarantees that the defendant will pay a certain amount to the plaintiff even if the jury decides on a lower payment or no payment. That agreement may also put a cap on the highest amount that a defendant has to pay, even if the jury decides on a higher amount. These agreements are known as "high/low agreements." You should discuss with your attorney whether you should enter into such an agreement in your case and how it will affect you.

5 Why do I give up most of my rights to appeal?

To keep costs down and provide a faster end to the case, all parties who agree to take part in an expedited jury trial must agree to waive the right to appeal the jury verdict or decisions by the judicial officer concerning the trial unless one of the following happens:

- Misconduct of the judicial officer that materially affected substantial rights of a party;
- Misconduct of the jury; or
- Corruption or fraud or some other bad act that prevented a fair trial.

In addition, parties may not ask the judge to set the jury verdict aside, except on those same grounds. Neither you nor the other side will be able to ask for a new trial on the grounds that the jury verdict was too high or too low, that legal mistakes were made before or during the trial, or that new evidence was found later.



6 How else is an expedited jury trial different?

The goal of the expedited jury trial process is to have shorter and less expensive trials. The expedited jury trial rules set up some special procedures to help this happen. For example, the rules require that several weeks before the trial takes place, the parties show each other all exhibits and tell each other what witnesses will be at the trial. In addition, the judge will meet with the attorneys before the trial to work out some things in advance.

The other big difference is that the parties can make agreements about how the case will be tried so that it can be tried quickly and effectively. These agreements may include what rules will apply to the case, how many witnesses can testify for each side, what kind of evidence may be used, and what facts the parties already agree to and so do not need to take to the jury. The parties can agree to modify many of the rules that apply to trials generally or even to expedited jury trials (except for the four rules described in ①).

7 Who can have an expedited jury trial?

The process can be used in any civil case that the parties agree may be tried in a single day. To have an expedited jury trial, both sides must want one. Each side must agree that it will use only three hours to put on its case and agree to all the other rules in ① above. The agreements between the parties must be put into writing in a document called a Proposed Consent Order Granting an Expedited Jury Trial, which will be submitted to the court for approval. The court must issue the consent order as proposed by the parties unless the court finds good cause why the action should not proceed through the expedited jury trial process.

8 Can I change my mind after agreeing to an expedited jury trial?

No, unless the other side or the court agrees. Once you and the other side have agreed to take part in an expedited jury trial, that agreement is binding on both sides. After you enter into the agreement, it can be changed only if **both** sides want to change it or stop the process or if a court decides there are good reasons the expedited jury trial should not be used in the case. This is why it is important to talk to your attorney **before** agreeing to an expedited jury trial.

You can find the law and rules governing expedited jury trials in Code of Civil Procedure sections 630.01–630.12 and in rules 3.1545–3.1552 of the California Rules of Court. You can find these at any county law library or online. The statutes are online at www.leginfo.ca.gov/calaw.html. The rules are at www.courts.ca.gov/rules.



Superior Court of California County of Orange

CIVIL MANAGEMENT

CIVIL OPERATIONS
(657) 622-5300

January 14, 2011

NOTICE RE: BOOKMARKING OF EXHIBITS ON ELECTRONICALLY FILED DOCUMENTS

Effective March 1, 2011, all electronically filed law and motion documents must have all exhibits bookmarked. Law and motion documents submitted on and after March 1 that are not bookmarked will be returned to the submitting party for correction.

Bookmarking electronic documents complies with California Rules of Court, rule 3.1110 (f).

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE**

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.
 - (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.
 - (3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.
 - (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.
- (b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.
- (c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.



Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is



often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org.







Superior Court of California
County of Orange

Tips for eFiling Large Documents

We noticed that your filing was submitted to the court broken down into several documents. Our staff has combined the sections of your document into one so your filing will appear correctly on the case register of actions as you intended. The following tips are provided to help you when submitting large documents in the future.

1. The majority of filings can be submitted with ease through the Electronic Filing Service Provider (EFSP).

Individual documents as large as 35 megabytes and a transaction up to 60 megabytes can be accepted. If you believe your document or transaction may exceed these limits, please contact the EFSP for assistance in optimizing your files and/or utilizing their File Transfer Protocol (FTP) for extremely large documents.

2. When deciding whether to upload a converted document or a scanned one, choose converted.

Converted documents are either created as a PDF by the user or uploaded as a word processing document (e.g. Word or WordPerfect) and converted to PDF by your EFSP.

Converted (rather than scanned) documents rarely exceed 5.0 MB, since you usually can get hundreds of pages into a 5.0 MB file. Scanned documents can be problematic since scanning creates a MUCH larger file size for the same number of pages compared to converted.

3. If your document has signatures, scanning is not mandatory.

California Rules of Court, rule 2.257 outlines requirements for signatures on documents submitted electronically to the court. If you choose to sign documents prior to submitting, contact your EFSP for information on how to set up digital signatures in Word or WordPerfect so you do not have to print, sign and scan.

4. If scanning documents choose a low resolution (300 dpi) to maximize the number of pages per megabyte, while maintaining readability.

While there is no way to tell exactly how many pages you can get per megabyte, here are some examples:

100 pages converted to PDF may be only **1.5 MB**.

100 pages scanned to PDF at **high** resolution may be up to **18.0 MB**.

100 pages scanned to **low** resolution may be only **3.0 MB**.

For more information on eFiling, including frequently asked questions on a variety of topics, please visit our court website at www.occourts.org.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 22028 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	FOR COURT USE ONLY
SHORT TITLE: Fan vs. Conexant, Inc.	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2012-00559771-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Xin Fan
 On Behalf of: Xin Fan; CCMS ID: 73242870
 Transaction Number: 2100393
 Court Received Date: 04/05/2012
 Court Received Time: 12:45:09 PM
 Filed Date: 04/05/2012
 Filed Time: 08:41 AM
 Fee Amount Assessed: \$945.00
 Case Number: 30-2012-00559771-CU-OE-CXC
 Case Title: Fan vs. Conexant, Inc.
 Location: Civil Complex Center
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Civil Case Cover Sheet	Accepted
Summons Issued and Filed	Accepted
Add CJC Scheduling Chart	



Add Expedited Trial Program-
Announcement

Add Notice re Bookmarked
Documents

ADR package

Class Action Questionnaire (2)

Tips for eFiling Large Documents
PDF

Court Generated Documents
Payment Receipt

Comments
Submitter's Comments:

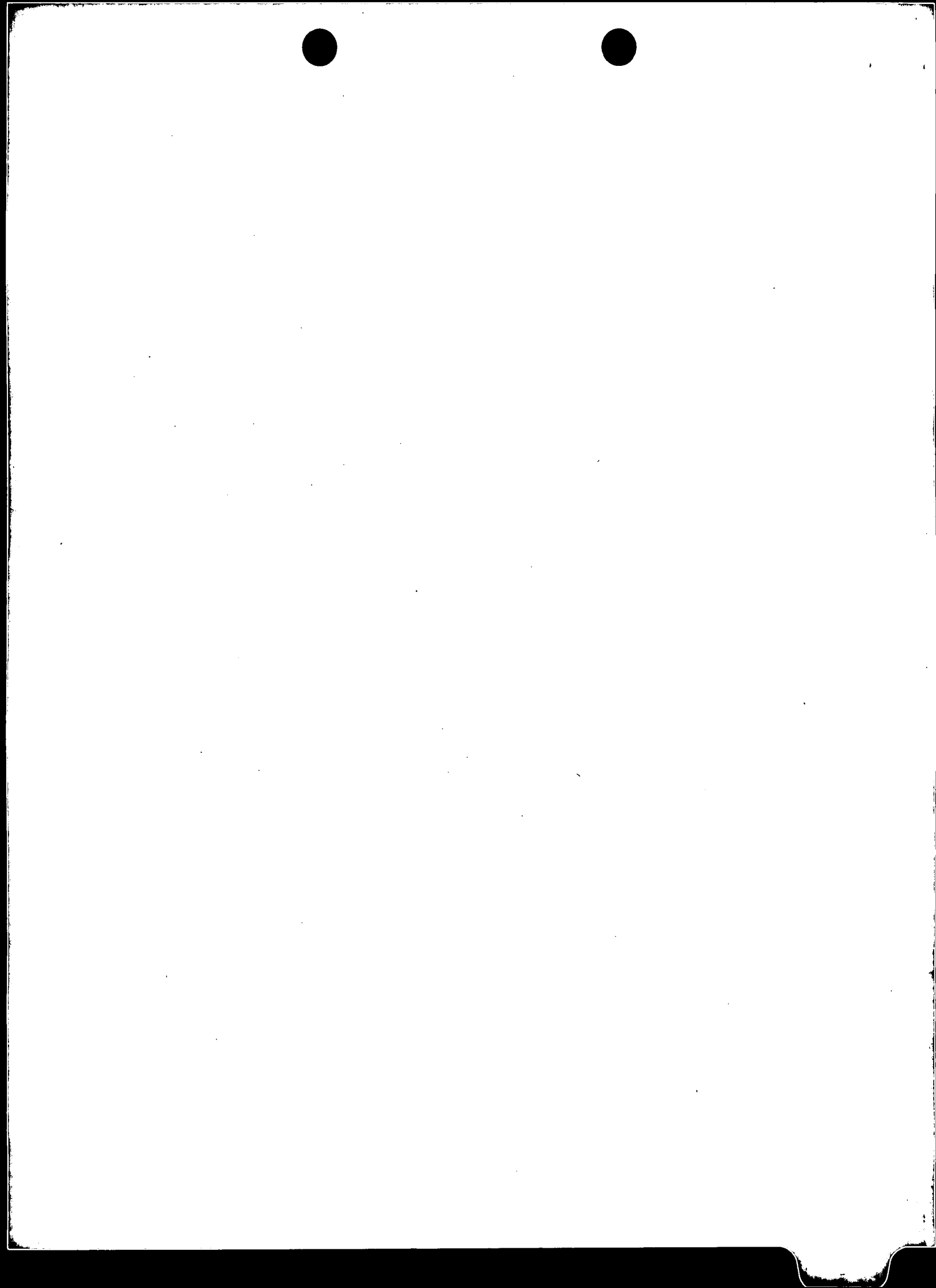
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1 (Counsel of Record Listed on Next Page)

2 **ELECTRONICALLY**
3 **FILED**

4 SUPERIOR COURT OF CALIFORNIA
5 COUNTY OF ORANGE
6 CIVIL COMPLEX CENTER

7 **Apr 05, 2012**

8 ALAN CARLSON, Clerk of the Court
9 by N.DORFMAN

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

11 **COUNTY OF ORANGE**

12 XIN FAN, on behalf of herself and all others
13 similarly situated,

14 Plaintiff,

15 v.

16 CONEXANT, INC., a Delaware
17 corporation; CONEXANT SYSTEMS,
18 INC., a Delaware corporation; and DOES 1
19 through 100, inclusive

20 Defendants.

Case No. 30-2012-00559771

CLASS ACTION COMPLAINT FOR

- 1) Failure to Pay Overtime Wages;
- 2) Failure to Provide Meal Periods or Compensation in Lieu Thereof;
- 3) Waiting Time Penalties;
- 4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;
- 5) Violations of the Unfair Competition Law

DEMAND FOR JURY TRIAL

Judge Gail A. Andler
CX-101

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1 Plaintiff XIN FAN (hereinafter "Plaintiff"), on behalf of herself and all others similarly
2 situated, complains and alleges as follows:

3 I.

4 INTRODUCTION

5 1. This case arises out of Defendant's systematic mis-classification of proposed class
6 members as exempt from overtime pay, resulting in the non-payment of overtime compensation
7 and failure to provide rest and meal periods to certain readily ascertainable California-based
8 engineering employees of Defendants CONEXANT, INC. and CONEXANT SYSTEMS, INC.
9 (hereinafter referred to collectively as "CONEXANT" or "Defendants"). The proposed Plaintiff
10 Class covers Verification Engineers, Test Engineers, Digital Engineers, AMS Engineers, CAD
11 Engineers, Software Engineers and Design Engineers in the following positions: "Engineer 1,"
12 "Engineer 2," "Engineer 3," "Staff Engineer" and "Senior Staff Engineer" (collectively, the "Class
13 Positions"). The class excludes Principal Engineers, Distinguished Engineers and Technical
14 Directors. Employees in the Class Positions primarily performed non-exempt repetitive and routine
15 functions for the Defendants and were misclassified as exempt employees and not paid overtime
16 compensation for those work days exceeding eight (8) hours per day and/or forty (40) hours per
17 week during the Class Period, which is defined as four years prior to the filing of the Complaint
18 through the date of commencement of trial in the action. These employees thus are and were
19 entitled to overtime and other protections as non-exempt employees. It is *Defendants'* burden of
20 pleading, evidence and proof to show that these employees are and were exempt under California
21 wage and hour law. These employees have spent an insignificant amount of work time doing work
22 that qualifies as exempt, and for that reason and others, they are and always have been entitled to
23 overtime pay and non-exempt treatment under California wage and hour law.

24 2. Class members who ended their employment with Defendant during the Class
25 Period, but who were not timely paid wages earned as required by the Labor Code, are entitled to
26 penalties pursuant to California Labor Code section 203.

27 3. Class members are entitled to penalties pursuant to Labor Code section 226(b) for
28 Defendant's failure to provide accurate itemized wage statements.



4. As used herein, the term "Plaintiff" means XIN FAN, who is the named Plaintiff Class representative, and the terms "Class" and "Plaintiff Class" include the Plaintiff and all members of all of the proposed class and subclasses.

5. Plaintiff seeks restitution and compensation for work performed and moneys due to herself and the Plaintiff Class during the "Class Period," which is defined as four years prior to the filing of this action through the trial date, based upon information and belief that the Defendant is continuing, and will continue, its unlawful practices as described herein.

II.

JURISDICTION AND VENUE

6. Venue is proper in this Judicial district and the County of Orange because, upon information and belief, Defendants reside and/or are domiciled in this county and maintain offices and transact business in this county, and work was performed by members of the class made the subject of this action in Orange County, California. Moreover, Plaintiff is a resident of Orange County.

III.

THE PARTIES

A. Plaintiff

7. Plaintiff XIN FAN was an employee of Defendant during the Class Period and was entitled to overtime compensation, rest and meal period compensation, wage statement penalties, and waiting time penalties from Defendant. Plaintiff was employed by Defendant for a period of time during the Class Period in salaried positions that Defendant uniformly and systematically deemed "exempt" from the requirement to pay overtime.

8. Each of the Plaintiff Class members are identifiable persons who were employed by the Defendant in the Class Positions.

B. Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that CONEXANT, INC. and CONEXANT SYSTEMS, INC. are Delaware corporations doing business in Orange



1 County. CONEXANT INC. and CONEXANT SYSTEMS, INC. were the employers of Plaintiff
2 and the members of the Plaintiff Class during the Class Period.

3 IV.

4 GENERAL ALLEGATIONS

5 10. California Labor Code section 1194 provides that notwithstanding any agreement to
6 work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled
7 to recover in a civil action the unpaid balance of their overtime compensation, including interest
8 thereon, reasonable attorneys' fees, and costs of suit.

9 11. Further, Business and Professions Code section 17203 provides that any person
10 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
11 Business and Professions Code section 17204 provides that any person who has suffered actual
12 injury and has lost money or property as a result of the unfair competition may bring an action for
13 restitution in a court of competent jurisdiction.

14 12. During all, or a portion, of the Class Period, Plaintiff and each member of the
15 Plaintiff Class were employed by Defendants in the State of California.

16 13. Plaintiff and each Plaintiff Class member were truly non-exempt employees covered
17 under one or more Industrial Welfare Commission (IWC) Wage Orders, including Wage Order 4-
18 2000, 4-2001 ("Wage Orders"), Labor Code section 510, and/or other applicable wage orders,
19 regulations and statutes, and each Plaintiff Class member was not subject to an exemption for
20 computer, executive, administrative or professional employees, which imposed an obligation on the
21 part of the Defendant to pay Plaintiff and Plaintiff Class members lawful overtime compensation,
22 and denied meal period compensation.

23 14. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class
24 members overtime compensation for all hours worked over eight (8) hours of work in one (1) day
25 or forty (40) hours in one week. Defendant regularly required Plaintiff and the Plaintiff Class to
26 work overtime hours without overtime compensation.

27 15. Plaintiff and each Plaintiff Class member primarily performed non-exempt work in
28 excess of the maximum regular rate hours set by the IWC in the above Wage Orders, regulations or



1 statutes, and therefore entitled the Plaintiff and Plaintiff Class members to overtime compensation
2 at the rate of time and one-half, and when applicable, double time rates as set forth by the above
3 Wage Orders, regulations and/or statutes.

4 16. During the Class Period, the Defendant required Plaintiff and Plaintiff Class
5 members to work overtime without lawful compensation, in violation of the various above
6 applicable Wage Orders, regulations and statutes, and the Defendant: (1) willfully failed and
7 refused, and continue to fail and refuse to pay lawful overtime compensation to the Plaintiff Class
8 members; and (2) willfully failed and refused, and continue to fail and refuse to pay wages
9 promptly when due upon termination of employment to each of the Plaintiff Class members.

10 17. During the Class Period, the Defendant required members of the Plaintiff Class to
11 work without being given a 30-minute meal period and second 30-minute meal periods as required
12 by law, during which Plaintiff Class members should have been relieved of all duties and free to
13 leave the premises. Defendant did not pay any Class member one hour's pay at the employee's
14 regular rate of pay as premium pay compensation for failure to provide meal periods.

15 18. Plaintiff Class members perform primarily non-exempt functions for the Defendant
16 and were mis-classified as exempt employees. They do not perform work related to Defendant's
17 general business operations but primarily perform functions related to the product or service
18 provided by Defendant and do not exercise discretion and/or independent judgment to be exempt in
19 an administrative capacity. They do not qualify under the computer professional exemption
20 because they do not engage in duties that meet the test of the exemption and/or are not paid the
21 statutory minimum to qualify. Further, they are not employed on an hourly basis with pay not less
22 than the statutory rate set by the IWC Wage Orders and premium overtime pay. Hence, the work
23 performed in these employee positions is not exempt work but rather is non-exempt work.

24 19. Class members who ended their employment during the Class Period, but were not
25 paid the required overtime compensation timely upon the termination of their employment as
26 required by Labor Code sections 201-203, are entitled to penalties as provided by California Labor
27 Code section 203.



20. Class members are likewise entitled to penalties for Defendant's failure to provide accurate itemized wage statements concerning hours worked and meal periods taken.

21. Both Plaintiff and the Class members worked significant overtime.

V.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action on behalf of herself and all other similarly situated persons, as a class action pursuant to Fed. R. Civ. Proc. 23 and California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is currently composed of and defined as follows:

All of Defendant's current and former California Verification Engineers, Test Engineers, Digital Engineers, AMS Engineers, CAD Engineers, Software Engineers and Design Engineers employees holding job positions "Engineer 1," "Engineer 2," "Engineer 3," "Staff Engineer" and "Senior Staff Engineer," employed on or after four years prior to the commencement of this action through the date of trial (the "Class" or "Plaintiff Class").

23. Plaintiff, on behalf of herself and all others similarly situated, will also seek to certify a “Waiting Time Subclass” that is currently composed of and defined as follows:

All members of the Plaintiff Class whose employment with Defendants terminated within three years prior to the commencement of this action through the date of trial.

24. Plaintiff reserves the right under Fed. R. Civ. P. 23 and California Rule of Court Rule 3.765(b) to amend, broaden or modify the Class description with greater specificity or for further division into Subclasses or limitation to particular issues.

25. **Ascertainable Class:** The proposed class and each subclass are ascertainable in that their members can be identified and located using information contained in Defendants' payroll and personnel records.

26. **Numerosity:** The potential quantity of members of the Class and Subclasses as defined is so numerous that joinder of all members would be unfeasible and impractical. The



1 disposition of their claims through this class action will benefit both the parties and this Court.

2 The quantity of members of the Class and Subclasses is unknown to Plaintiff at this time, however,
3 it is estimated that both the Class and Subclasses number in the hundreds. The quantity and
4 identity of such membership is readily ascertainable via inspection of Defendants' records.

5 27. **Typicality:** The claims of Plaintiff Fan for overtime wages, denied meal period
6 compensation, unpaid wages, as well as penalties, interest, and attorneys' fees are typical of the
7 claims of all members of the Class and Subclasses mentioned herein because all members of the
8 Class and Subclasses sustained similar injuries and damages arising out of Defendants' common
9 course of conduct in violation of law, and the injuries and damages of all members of the Class and
10 Subclasses were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
11 All of the Class members were subject to Defendants' common policy of misclassification, as
12 described above.

13 28. **Adequacy:** Plaintiff Fan is an adequate representative of the Class and Subclasses
14 herein, will fairly protect the interests of the members of the Class and Subclasses, has no interests
15 antagonistic to the members of the Class and Subclasses, and will vigorously pursue this suit via
16 attorneys who are competent, skilled and experienced in litigating matters of this type. Plaintiff
17 Fan worked firsthand with and/or frequently observed the work of Class members in each of the
18 above job classifications, and was familiar with their day to day job duties and their reliance upon
19 Company standards in the performance of their work. Class Counsel are competent and
20 experienced in litigating large employment law class actions.

21 29. **Superiority:** The nature of this action and the nature of laws available to Plaintiff
22 make use of the class action format a particularly efficient and appropriate procedure to afford
23 relief to Plaintiff for the wrongs alleged herein, as follows:

24 a. This case involves a large corporate Defendant and a sufficiently numerous
25 group of individual Class members with many relatively small claims and common issues of law
26 and fact;

27 b. If each individual member of the Class and Subclasses were required to file
28 an individual lawsuit, the large corporate Defendant would necessarily gain an unconscionable

1 advantage because Defendant would be able to exploit and overwhelm the limited resources of each
2 individual member of the Class and Subclasses with Defendant's vastly superior financial and legal
3 resources;

4 c. Requiring each individual member of the Class and Subclasses to pursue an
5 individual remedy would also discourage the assertion of lawful claims by the members of the
6 Class and Subclasses, who would be disinclined to pursue an action against Defendant because of
7 an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and
8 well-being;

9 d. Proof of a common business practice or factual pattern, of which the
10 members of the Class and Subclasses experienced, is representative of the Class and Subclasses
11 herein and will establish the right of each of the members of the Class and Subclasses to recover on
12 the causes of action alleged herein;

13 e. The prosecution of separate actions by the individual members of the Class
14 and Subclasses, even if possible, would create a substantial risk of inconsistent or varying verdicts
15 or adjudications with respect to the individual members of the Class and Subclasses against
16 Defendant; and which would establish potentially incompatible standards of conduct for Defendant
17 and/or legal determinations with respect to individual members of the Class and Subclasses which
18 would, as a practical matter, be dispositive of the interest of the other members of the Class and
19 Subclasses who are not parties to the adjudications or which would substantially impair or impede
20 the ability of the members of the Class and Subclasses to protect their interests;

21 f. The claims of the individual members of the Class and Subclasses are not
22 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
23 costs and expenses attending thereto;

24 g. Furthermore, as the damages suffered by each individual member of the class
25 may be relatively small, the expenses and burden of individual litigation would make it difficult or
26 impossible for individual members of the class to redress the wrongs done to them, while an
27 important public interest will be served by addressing the matter as a class action;

28

1 h. The cost to the court system of adjudication of such individualized litigation
2 would be substantial, and individualized litigation would also present the potential for inconsistent
3 or contradictory judgments; and

4 i. Finally, the alternative of filing a claim with the California Labor
5 Commissioner is not superior, given the lack of discovery in such proceedings, the availability of
6 fewer remedies, and the fact that the losing party has the right to a trial de novo in the Superior
7 Court.

8 30. **Existence and Predominance of Common Questions of Law and Fact:** There are
9 common questions of law and fact as to the members of the Class and Subclasses which
10 predominate over questions affecting only individual members of the Class and Subclasses
11 including, without limitation:

12 a. Whether the Class members qualify for exempt status under the
13 administrative exemption;

14 b. Whether the Class members qualify for exempt status under the computer
15 professional exemption;

16 c. Whether the Class members were improperly mis-classified by Defendants
17 without any analysis as to job duties performed;

18 d. The extent to which Defendants analyzed the duties and responsibilities of
19 the Class members before classifying them as exempt;

20 e. The number of hours per week and per day Class members are expected to
21 work;

22 f. Defendants' expectations as to the duties and responsibilities of the Class
23 members, and whether these expectations are reasonable under the circumstances;

24 g. Whether the various tasks performed by the Class members qualify as
25 exempt or non-exempt tasks;

26 h. The number of denied meal periods for Class members over the relevant
27 time period and the amount of pay owing and unpaid;

28

1 i. Whether Defendants' withholding of overtime pay and was willful under the
2 meaning of Labor Code Section 203;

3 j. Whether Defendants failed to keep adequate records for the members of the
4 Illegal Records Subclass pursuant to Labor Code 226(a) (and the consequence for such statutory
5 violations if Defendants did so fail);

6 k. Whether Defendants' conduct constitutes unfair competition within the
7 meaning of Business and Professions Code sections 17200 and 17203;

8 l. Whether members of the Class and Subclasses are entitled to compensatory
9 damages, and if so, the means of measuring such damages;

10 m. Whether the members of the Class and Subclasses are entitled to restitution;

11 n. Whether Defendants are liable for pre-judgment interest; and

12 o. Whether Defendants are liable for attorneys' fees and costs.

13 31. **Manageability of Class and Common Proof:** The nature of this action and the
14 nature of laws available to Plaintiff make use of the class action format a particularly efficient and
15 appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Specifically, the
16 primary Class turns upon Defendants' own uniform, systematic practice of classifying all affected
17 job positions as "salaried exempt" without any individual scrutiny of tasks and duties is in
18 compliance with Labor Code section 1194 and the presumptions against employees being deemed
19 "exempt" from overtime payment requirements. Therefore, the propriety of the classification
20 scheme applicable to all employees in the specified Class Positions, without limitation, is a
21 predominant question of fact that is easily cable of being discovered through manageable devices of
22 common proof such as statistical random sampling, survey evidence based on scientific principles,
23 representative testimony, documentary evidence and common practices/procedures of the
24 Defendants in treating each of the class members as a homogeneous group in the payment of their
25 wages. Once the predominant issue of exempt classification is determined, then each of the
26 derivative claims of damages, if any, suffered by each member is capable of being shown by several
27 means of common proof and limited individual showings of entitlement to recovery that can be
28 professionally administered and tailored to the facts and circumstances of the case.



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VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

32. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged herein.

33. Plaintiff and members of the Plaintiff Class were regularly required to work overtime hours and are entitled to overtime compensation for overtime work performed for Defendant, in an amount according to proof. Pursuant to Labor Code section 1194, the Plaintiff Class members seek the payment of all overtime compensation which they earned and accrued after four (4) years prior to filing of this complaint, according to proof.

34. Class members worked significant overtime for which they were not paid.

35. Additionally, Plaintiff and Plaintiff Class members are entitled to attorneys' fees and costs, pursuant to California Labor Code section 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

36. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged herein.

37. By requiring Plaintiff and members of the Plaintiff Class she seeks to represent work periods exceeding five hours without an uninterrupted, off-duty 30-minute meal period and to work periods exceeding ten hours without a second uninterrupted, off-duty 30-minute meal period, and not compensating one hour of pay at their regular rate of compensation for each such occurrence, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order. Pursuant to Labor Code sections 226.7 and 512, the Plaintiff Class members seek the payment of all meal period compensation which they are owed, according to proof.



1 38. Through a policy of understaffing and overwork, the Company failed to provide
2 Class members with meal periods, which they were entitled to by virtue of their true non-exempt
3 status.

4 39. Additionally, Plaintiff and Plaintiff Class members are entitled to attorneys' fees,
5 and costs, and prejudgment interest.

6 **THIRD CAUSE OF ACTION**

7 **WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE §203**

8 40. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged
9 herein.

10 41. Labor Code section 203 requires all employees separated from their employer be
11 timely paid all wages owed for work performed. During the relevant time period, due to the willful
12 failure to pay overtime wages and meal period compensation, Defendants knowingly and
13 intentionally failed to pay all wages owed to former employees separating from their employment
14 in the time limits proscribed by Labor Code section 203. As a consequence, for all Waiting Time
15 Subclass members, Plaintiff seeks waiting time penalties for wages due and unpaid at the time of
16 discharge, termination or voluntary separation.

17 42. Despite the Company's knowledge of the non-exempt nature of the Class members'
18 work, it subjected each of them to its policy of classification as "exempt" from overtime, and
19 thereby willfully failed to pay all wages that it knew to be due each and every pay period and at the
20 time of separation.

21 **FOURTH CAUSE OF ACTION**

22 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
23 **EMPLOYEE WAGE STATEMENT PROVISIONS**

24 43. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged
25 herein.

26 44. Labor Code section 226 requires an employer to furnish its employees with an
27 accurate itemized statement in writing showing, among other things, (1) gross wages earned, (2)
28 total hours worked by each respective individual, (3) all deductions, (4) net wages earned and/or (5)



1 all applicable hourly rates in effect during each respective pay period and the corresponding
2 number of hours worked at each hourly rate by each respective individual. Defendants
3 systematically failed to provide such wage statements with accurate information and engaged in a
4 policy of underpayment for all hours actually worked. The company knowingly and intentionally
5 failed to do this because it knew that Class members should have been classified as non-exempt but
6 nonetheless willfully continued its policy of misclassification and failed to include all hours worked
7 on paystubs and payment for the same.

8 45. Moreover, pursuant to Labor Code section 226, California employers are required to
9 maintain accurate records pertaining to the total hours worked for Defendant by the members of the
10 Class, including, but not limited to, the total hours worked per pay period and applicable rates of
11 pay. Plaintiff is informed and believes and thereupon alleges that Defendants did not maintain
12 accurate records of all hours worked and instead failed to keep accurate time records of all hours
13 worked and/or directed employees to only report 8 hours per work day irrespective of actual hours
14 worked.

15 46. As a pattern and practice, in violation of Labor Code section 226(a), Defendants did
16 not maintain accurate records pertaining to the total hours worked for Defendants by the members
17 of the Class, including, but not limited to, beginning and ending of each work period, the total daily
18 hours worked, and the total hours worked per pay period and applicable rates of pay.

19 47. Pursuant to Labor Code section 226(e), the Class members are entitled to penalties
20 as follows:

21 a. Fifty dollars (\$50.00) per employee for the initial pay period in which a
22 violation occurs; and

23 b. One hundred dollars (\$100.00) per employee for each violation in a
24 subsequent pay period, not to exceed \$4,000 per claimant.

25 48. The Class members are entitled to an award of costs and reasonable attorneys' fees.

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATIONS OF UNFAIR COMPETITION LAW**

3 49. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged
4 herein.

5 50. Defendants' failure to pay overtime and denied meal period pay to Plaintiff and
6 members of the Class and Subclass, under the IWC Wage Orders and under California Labor Code,
7 constitute unlawful activity prohibited by Business and Professions Code sections 17200, et seq.

8 51. Plaintiff is entitled to equitable relief as a result of such unlawful practices, for
9 which there is no adequate remedy at law.

10 52. As a result of their unlawful acts, Defendants have reaped and continue to reap
11 unfair benefits at the expense of Plaintiff and the Class he seeks to represent.

12 53. Plaintiff is informed and believes, and thereon alleges, that Defendants have been
13 unjustly enriched through their failure to pay overtime wages and denied meal period pay to
14 Plaintiff and members of the Class.

15 54. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of
16 the Class are prejudiced and harmed by Defendants' unfair trade practices as actual earned and
17 vested wages were not paid and were instead withheld illegally by Defendants.

18 55. As a direct and proximate result of the unfair business practices of Defendants,
19 Plaintiff, individually and on behalf of all employees similarly situated, is entitled to equitable
20 relief, including full restitution, and/or specific performance of payment of all wages and pay that
21 have been unlawfully withheld from Plaintiff and members of the Class as a result of the business
22 acts and practices described herein.

23 **VII.**

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays judgment for herself, and all others on whose behalf this suit
26 is brought, against Defendants, jointly and severally, as follows:

- 27 1. That the Court determine that this action may be maintained as a class action;
28 2. That Plaintiff be appointed the representative of the Class;

1 3. That the attorneys of record for Plaintiff whose names appear in this Complaint be
2 appointed Class counsel;

3 4. For unpaid wages at overtime rates for all overtime work and unpaid wages for all
4 work for which members of the Class were not paid;

5 5. For waiting time penalties for all Class Members no longer in Defendants' employ
6 at the time of Judgment;

7 6. For actual damages or penalties pursuant to Labor Code § 226;

8 7. For compensation pursuant to Labor Code § 226.7;

9 8. For restitution as described in the cause of action under Business & Professions
10 Code §§ 17200 *et seq.* above;

11 9. For permanent injunctive and declaratory relief described in the cause of action
12 under Business & Professions Code §§ 17200 *et seq.* above;

13 10. For pre-judgment interest;

14 11. For attorneys' fees and costs of suit;

15 12. For such other relief as the Court deems just and proper.

16
17 Dated: April 4, 2012

THE CARTER LAW FIRM

18
19 By: 
20 Roger R. Carter
21 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

22 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
23

24 Dated: April 4, 2012

THE CARTER LAW FIRM

25
26 By: 
27 Roger R. Carter
28 Attorneys for Plaintiff

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

CONEXANT, INC., a Delaware corporation; CONEXANT SYSTEMS, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

XIN FAN, on behalf of herself and all others similarly situated,

**ELECTRONICALLY
FILED**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

Apr 05, 2012

ALAN CARLSON, Clerk of the Court
by N.DORFMAN

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 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 the State of California, County of Orange
751 West Santa Ana Blvd., Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso):

30-2012-00559771

Judge Gail A. Andler

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):

Roger R. Carter, Esq. SBN 140196, THE CARTER LAW FIRM
2030 Main Street, Suite 1300, Irvine, CA 92614

Telephone No.: 949.260.4737

Fax No.: 949.260.4754

DATE:

(Fecha) 04-05-12

Alan Carlson

Clerk, by

(Secretario)

Natasha Dorfman

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) *Natasha Dorfman*
(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 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):



00100

00100

fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx NEW Package
Express US AirbillFedEx
Tracking
Number

8996 3306 4555

00215

Recipient's Copy

1 From This portion can be removed for Recipient's records.

Date 5/13/2013 FedEx Tracking Number

8996 3306 4555

Sender's Name MARC Phelps

Phone

449-240-4737
RECEIVED

Company CARTER LAM FIRM

MAY 14 2013

Address 2030 MAIN ST STE 1300

BMC GROUP

City IRVINE

State CA

ZIP 92614-7220

2 Your Internal Billing Reference

3 To

Recipient's Name BMC GROUP, INC.

Phone

Company Attn: CONEYANT Systems, Inc. CLAIMS PROCESSING

Address 18675 LAKE DRIVE East

Drop/Pickup/Room

HOLD Weekday
RETURNED, NOT available for
FedEx next business day.
HOLD Saturday
RETURNED, Available ONLY for
FedEx delivery to select locations.

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City CHAMBERLAIN

State MN

ZIP 55317

0448014029



8996 3306 4555

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NOTE: Service order has changed. Please select carefully.

* To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., see
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☐ FedEx First Overnight
Earliest next business morning delivery to select
locations. Friday shipments will be delivered on
Monday unless SATURDAY Delivery is selected.
☐ FedEx Priority Overnight
Next business morning. Friday shipments will be
delivered on Monday unless SATURDAY Delivery
is selected.
☒ FedEx Standard Overnight
Next business afternoon.
Saturday Delivery NOT available.

2 or 3 Business Days

☐ NEW FedEx 2Day A.M.
Second business morning.
Saturday Delivery NOT available.
☐ FedEx 2Day
Second business afternoon. Thursday shipments
will be delivered on Monday unless SATURDAY
Delivery is selected.
☐ FedEx Express Saver
Third business day.
Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

☐ SATURDAY Delivery
Not available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.☐ No Signature Required
Package may be left without
obtaining a signature for delivery. Fee applies.
☐ Direct Signature
Someone at recipient's address
may sign for delivery. Fee applies.
☐ Indirect Signature
If no one is available at recipient's
address, a signature may be obtained from a
residential delivery only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No ☐ Yes
As per attached
Shipper's Declaration
not required.
Dry Ice UN 1845 x kg
Cargo Aircraft Only
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging
or placed in a FedEx Express Drop Box.

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Enter FedEx Acct. No. or Credit Card No. below.

Obtain recip.
Acct. No. ☐☒ Sender
Acct. No. ☐ Recipient
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Credit Card Acct.



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