

1 LYNNE C. HERMLE (STATE BAR NO. 99779)
lchermle@orrick.com
2 JOSEPH C. LIBURT (STATE BAR NO. 155507)
jliburt@orrick.com
3 NICHOLAS J. HORTON (STATE BAR NO. 289417)
nhorton@orrick.com
4 ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
5 Menlo Park, CA 94025-1015
Telephone: +1 650 614 7400
6 Facsimile: +1 650 614 7401

7 Attorneys for Defendant
CISCO SYSTEMS, INC.

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SANTA CLARA

11
12 CALIFORNIA CIVIL RIGHTS
DEPARTMENT, an agency of the State of
13 California,

14 Plaintiff,

15 v.

16 CISCO SYSTEMS, INC., a California
Corporation,

17 Defendant.
18

Case No. 20CV372366

**DEFENDANT CISCO SYSTEMS, INC.'S
AMENDED ANSWER TO PLAINTIFF'S
SECOND AMENDED COMPLAINT**

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1 Defendant Cisco Systems, Inc., by and through its counsel of record, hereby answers the
2 Second Amended Complaint of Plaintiff, California Civil Rights Department in the above-entitled
3 action as follows:

4 **GENERAL DENIAL**

5 Pursuant to Code of Civil Procedure section 431.30(d), Defendant files this general denial
6 and hereby denies each and every allegation contained in Plaintiff's unverified Second Amended
7 Complaint. Defendant further asserts the following defenses. *See Paul Blanco's Good Car Co.*
8 *Auto Grp. v. Superior Ct. of Alameda Cnty.*, 56 Cal. App. 5th 86, 111-13 (2020).

9 **FACTS SUPPORTING DEFENDANT'S AFFIRMATIVE DEFENSES**

10 ***Defendant's Policies Prohibit Discrimination, Harassment and Retaliation***

11 1. Defendant has robust policies that prohibit discrimination in all forms, including In
12 Defendant's Harassment in the Workplace Policy, Code Of Business Conduct, and Issues
13 Resolution Process. Defendant encourages employees to report any conduct they reasonably
14 believe to be a violation of its policies prohibiting discrimination, harassment, retaliation, or the
15 COBC. Defendant takes allegations of violations of these policies very seriously and strictly
16 prohibits retaliation against any employee raising a complaint. Defendant promptly investigates
17 such complaints and, where it determines that a violation has occurred, it will take appropriate
18 remedial action, up to termination.

19 ***Reassignment of Job Duties - August to November 2016***

20 1. Chetan Narsude was not a team lead for API or CI/CD in November 2016. There
21 was no formal API team or CI/CD team at that point in time. Narsude disagreed with the decision
22 to build a professional customer-centric API and, therefore, Raghavan Kollivakkam began
23 performing that task in or around September/October 2016.

24 2. The decision to transfer Narsude's duties as a team lead on infrastructure and Apex
25 was part of a broader restructuring of the entire team. Sundar Iyer did not decide in isolation who
26 would be the lead/accountable person; he had extensive conversations with all of those who had
27 worked in a lead role within the team, including Narsude. The team was restructured under two
28 co-heads of engineering - one for northbound engineering and one for southbound engineering.

1 3. Ramana Kompella, who was already leading the largest southbound engineering
2 team, became the Head for Southbound Engineering. Kollivakkam, who was already leading the
3 largest northbound team, was named the Head for Northbound Engineering. Both Kompella and
4 Kollivakkam were selected for these roles based on their skills, knowledge, job performance, and
5 demonstrated leadership.

6 4. The decision to name Kollivakkam and Kompella as the engineering heads was
7 communicated to Narsude on November 20, 2016. Narsude did not like the new structure. Iyer
8 encouraged Narsude to speak directly with Kollivakkam, who would be his new lead, but
9 Narsude continued to resist the new structure.

10 5. Following this structural change and based on Narsude's expressed dislike of the
11 reorganization, Narsude reported directly to Iyer because he refused to work under either
12 Kompella or Kollivakkam. Iyer created a special role for him as Apex architect reporting directly
13 to Iyer. Narsude remained a Principal Engineer reporting directly to Iyer and his job duties were
14 focused on Apex architecture, which was his area of expertise and one of his primary focus areas
15 prior to the restructuring. As the recognized Apex subject matter expert and a Principal Engineer,
16 this special role as an Apex architect gave Narsude a distinctive place on the team and allowed
17 him to focus on Apex.

18 6. The entire team was reorganized under the new Northbound/Southbound structure
19 and the teams were grouped for special projects to keep the project on track. As a result, others
20 who previously held lead roles, like Narsude, were now individual contributors in their respective
21 areas of expertise.

22 7. Further, this structural change did not result in any promotion or demotion for
23 anyone on the team. Kompella, Kollivakkam, and Narsude all remained Principal Engineers at the
24 same grade level they held prior to the restructuring of the team. No one on the team was given or
25 lost any compensation due to this structural change.

26 8. Narsude was not selected for either of the two lead roles because Iyer had
27 determined from his own observations and interactions with Narsude and his conversations with
28 others on the team that there were concerns about Narsude as a leader, including, but not limited

1 to, his habit of resisting and delaying doing the work assigned to him, lack of responsiveness to
2 questions from his team, lack of availability during business hours (coming in late, leaving early,
3 working from home without notice, and either not being at his desk or looking at stock on his
4 computer instead of working), last-minute planning, resistance to constructive feedback, being
5 reactive and not proactive in addressing issues that arose, and his sometimes abrasive style of
6 communication, which created division in the team and made team members reluctant to
7 approach him with questions.

8 ***Reassignment of Job Duties – May 2016***

9 9. Iyer made the decision to remove Narsude’s job duties and assignments related to
10 UI technologies in or around May 2016 because Narsude was not effective at leading UI
11 technologies, and Iyer was concerned about the success of the project under Narsude’s leadership.
12 As a lead in this area, Narsude demonstrated poor planning, a lack of understanding of the
13 product, and was slow in hiring necessary staff, all to the detriment of the project. Further,
14 although Iyer had given Narsude the opportunity to lead UI technologies, UI was not Narsude’s
15 area of expertise.

16 10. These types of structural changes, with individuals moving in and out of lead roles
17 as the needs of the business evolved and as new experts were brought in, was part of the standard
18 practice in the organization to ensure that the project had the most qualified engineers assigned to
19 each task.

20 11. When Narsude was removed from leading UI technologies, the technology was in
21 a very ad hoc, non-enterprise quality state and needed to be revamped to ensure both scalability
22 and fast feature release.

23 ***Reassigning Narsude’s Colleagues Off of the Apex Team – 2016***

24 12. Given the newly-restructured team, Iyer determined that Narsude did not need a
25 dedicated team in order to complete the work assigned to him. Further, of the three engineers who
26 had previously been on Narsude’s team, only one had a background in Apex and he remained
27 available to assist Narsude with Apex on an ad hoc basis, subject to business needs, and did so on
28 a number of occasions.

1 13. Additionally, two of Narsude’s prior team members had complained to Iyer about
2 Narsude’s lack of leadership, poor management, and communication and stated that they did not
3 want to work with Narsude as their lead.

4 14. Iyer, Kollivakkam, and Kompella offered Narsude opportunities to work within
5 the Northbound or Southbound engineering teams and to take on other tasks, but Narsude
6 declined these opportunities and chose to remain focused on Apex.

7 ***Selection of Ramana Kompella as the Interim Head of Engineering – February 2018***

8 15. Kompella was selected as the Interim Head of Engineering in February 2018 based
9 on his skills, knowledge, job performance, and demonstrated leadership in the organization.
10 Kompella had been leading the Southbound Engineering team since November 28, 2016.

11 ***Requiring Narsude to Submit Weekly Status Reports – April 2018***

12 16. Tom Edsall, Senior Vice President and General Manager for organization, and
13 Kompella required Narsude to submit weekly status reports starting on or around April 18, 2018
14 because Edsall was aware of the concerns about Narsude’s resistance to performing his assigned
15 job duties, lack of delivery, and issues collaborating with his peers. Narsude voiced concerns to
16 Edsall regarding the direction that Iyer was taking the project, but he did not raise any concerns
17 about discrimination, harassment, or retaliation of any type. Edsall urged Narsude to work out his
18 differences about the technical direction of the project directly with Iyer.

19 17. Additionally, Kompella had concerns about Narsude’s performance, output,
20 collaboration, conduct, and interactions with his peers.

21 18. Further, on February 8, 2018, Kompella complained that he was having “severe
22 difficulty working with [Narsude] on an issue that affects [the] product.” Therefore, when
23 Kompella was asked to take over as Interim Head of Engineering, both he and Edsall decided that
24 a weekly status report would be an efficient way for them to ensure that Narsude was staying on
25 task and completing the assignments necessary to keep the project on track.

26 ***Selection of Puneet Sharma as Director of Research and Development Operations***

27 19. Sharma was selected for this position because he had been serving in the de facto
28 role of R&D Operations Lead for 18 months. In that time, he led the CI/CD team, drove multiple

1 releases to delivery, actively communicated with various stakeholders to get alignment, managed
2 customer interactions, drove scale testing, coordinated with central teams for security and quality
3 metrics, and in many ways, provided the “glue” function to connect various team members to
4 effective outcomes.

5 ***Defendant’s First Investigation of Narsude’s Complaints***

6 20. On or about November 21, 2016, Narsude complained Iyer had engaged in alleged
7 religious discrimination and racial discrimination against others, alleged caste discrimination
8 against Narsude, and alleged harassment of Narsude for opposing alleged discrimination by Iyer.

9 21. Brenda Davis, Employee Relations Manager, conducted an investigation. Davis
10 did not substantiate Narsude’s complaint because Davis concluded that there was insufficient
11 evidence that Iyer had intentionally violated Cisco’s Code of Business Conduct Policies
12 concerning Narsude’s claims.

13 22. On February 2, 2017, Narsude was informed by a written Issue Closure Letter that
14 Davis had conducted a thorough investigation, was unable to substantiate his claim and did not
15 find a violation of Cisco’s Code of Business Conduct policies.

16 ***Defendant’s Second Investigation of Narsude’s Complaints***

17 23. On or about March 3, 2017, Narsude appealed Davis’s investigation findings.
18 Narsude complained that Davis’s investigation was inadequate and raised additional complaints
19 against Iyer.

20 24. Tara Powell, Employee Relations, investigated Narsude’s appeal. While Powell
21 did not substantiate Narsude’s complaints, she found that there were a number of interpersonal
22 issues within the group, including a misalignment on project deliverables and whether the project
23 was in jeopardy or on track. Powell also confirmed that there were a number of ongoing
24 performance concerns related to Narsude. Therefore, Human Resources had discussions with
25 Edsall and Iyer regarding strategies for improving leadership and accountability in the
26 organization and Iyer was given coaching and guidance on providing performance feedback to
27 Narsude.

28 25. Powell met with Narsude to discuss her findings with respect to each of his

1 allegations, confirming that she had completed a thorough investigation and was not able to
2 substantiate his concerns with respect to discrimination or retaliation.

3 **Defendant's Third Investigation of Narsude's Complaints**

4 26. On or about October 10, 2017, Narsude complained that Iyer was retaliating
5 against him and sabotaging his career to try to force him to resign because Iyer asked another
6 employee who had worked with Narsude at a prior company if Narsude had similar performance
7 at that company. On October 30, 2017, Narsude also complained about the adequacy of
8 Defendant's investigations into his prior complaints.

9 27. Tatiana Shedd, Senior Human Resources Consultant, and Arnaud Teil, Senior
10 Director and Human Resources Business Partner, investigated this complaint. The investigation
11 did not substantiate Narsude's complaints.

12 28. Teil and Shedd met regularly with both Iyer and Narsude to discuss various
13 differences between them regarding the direction of the project and to help them build trust and
14 teamwork.

15 **Defendant's Fourth Investigation of Narsude's Complaints**

16 29. On or about July 30, 2018, Narsude complained that he believed that Defendant's
17 Code of Business Conduct was being violated by Kollivakkam, alleging that he believed that Iyer
18 (who had left the company) was retaliating against him through his trusted staff members,
19 including Kollivakkam.

20 30. Donna Davenport, Human Resources Manager, Employee Relations, investigated
21 Narsude's complaint and did not substantiate Narude's complaint.

22 31. On October 23, 2018, Davenport met with Narsude to review the findings of her
23 investigation.

24 **Plaintiff Suffered No Harm Caused By Defendant**

25 32. Narsude did not lose any income because of Defendant's conduct nor has Plaintiff
26 articulated any basis to contend Narsude lost income. Narsude was one of the highest paid
27 members of Iyer's team and received millions of dollars in Cisco stock awarded to him by Iyer,
28 the person Plaintiff alleges discriminated against Narsude. Further, the restructuring Narsude

1 complains of had nothing to do with his caste and Plaintiff has not provided any evidence in
2 discovery establishing that such decisions were related to Narsude's caste. Narsude also had
3 performance issues and interpersonal conflicts with team members that were his own doing.
4 Notwithstanding these issues identified to Narsude, he made little or no effort to correct his many
5 performance deficiencies or improve his relations with team members. Any opportunities that
6 Narsude alleges Cisco failed to provide him (or opportunities that Plaintiff alleges on Narsude's
7 behalf) were the result of his own failures and/or the business needs of the organization.
8 Accordingly, Narsude not suffer any wage loss caused by any alleged wrongdoing by Cisco and,
9 even if Narsude did suffer a wage loss, his own failure to improve his performance deficiencies
10 evidences Narsude's failure to take reasonable steps to minimize those losses. Further, Narsude
11 remains a Cisco employee and has not raised any complaints since 2018.

12 33. No conduct by or attributable to Defendant was the cause in fact or legal cause of
13 the damages, if any, suffered by either Narsude or Plaintiff. Defendant had non-discriminatory
14 and non-retaliatory reasons for the conduct Plaintiff and Narsude complain of and Defendant's
15 investigations thereof. Narsude did not suffer from any unlawful discrimination, harassment, or
16 retaliation. As discussed in detail above, Narsude's actions violated Labor Code Sections 2854,
17 2856, 2858 and 2859.

18 34. Narsude failed to obtain appropriate or sufficient treatment for any alleged mental
19 health issues, enjoyment of life, or emotional distress Plaintiff alleges on his behalf. Narsude
20 remains employed by Defendant and has not raised any complaints or sought any
21 accommodations for distress.

22 **Narsude's DFEH Complaint and This Action**

23 35. Narsude filed his administrative charge against Defendant on or about July 30,
24 2018, and filed an amended charge that included former individual defendants, Iyer and
25 Kompella, on October 9, 2018. Defendant entered tolling agreements with Plaintiff that tolled the
26 deadline for Plaintiff to file a civil action to June 30, 2020. On June 30, 2020, Plaintiff filed a
27 civil action in federal court. On October 16, 2020, Plaintiff voluntarily dismissed its federal action
28 and refiled this action in state court. At the time Narsude filed his administrative charge against

1 Defendant, the statute of limitations covered claims arising one year prior to the administrative
2 charge, or July 30, 2017. Plaintiff bases its claims on actions that occurred prior to July 30, 2017.

3 36. Narsude's administrative charge only lists ancestry and race as the protected
4 categories under which he alleged discrimination, harassment and retaliation. Narsude's
5 administrative charge does not complain of discrimination, harassment, or retaliation on the basis
6 of religion, national origin, or ethnicity. Further, Narsude did not indicate that he was alleging
7 claims on behalf of "all Indian persons who are or are perceived to be Dalit, of lower castes, or
8 who fall outside the caste system, who are employed by or may seek employment with Defendant
9 in the future."

10 37. Caste is not an enumerated protected category under FEHA.

11 38. Defendant is unaware of any complaints against it of "caste" discrimination by
12 California employees for whom Plaintiff seeks obtain relief on behalf of in this action other than
13 Narsude's complaint.

14 **AFFIRMATIVE DEFENSES**

15 Defendant further asserts the following defenses to the alleged causes of action in the
16 Second Amended Complaint for Damages. By setting forth the defenses below, Defendant does
17 not assume the burden of proving any facts, issues, or elements of a claim where such burden
18 properly belongs to Plaintiff.

19 **FIRST AFFIRMATIVE DEFENSE**

20 (Failure to State a Cause of Action)

21 As a separate defense to Plaintiff's Second Amended Complaint as a whole, and each
22 cause of action alleged therein, fails to state facts sufficient to constitute a cause of action against
23 Defendant upon which relief may be granted.

24 **SECOND AFFIRMATIVE DEFENSE**

25 (No Causation)

26 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
27 action alleged therein, Defendant alleges that no conduct by or attributable to Defendant was the
28 cause in fact or legal cause of the damages, if any, suffered by either Chetan Narsude

1 (Complainant) or Plaintiff.

2 **THIRD AFFIRMATIVE DEFENSE**

3 (Caused by Own Conduct)

4 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
5 action alleged therein, Defendant alleges that should it be determined that Complainant has been
6 damaged, then said damages were proximately caused by his own conduct.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 (Statute of Limitations)

9 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
10 action alleged therein, Defendant alleges that any recovery on Plaintiff's Second Amended
11 Complaint is barred by the applicable statutes of limitation, including, but not limited to,
12 California Government Code sections 12940, 12960 and 12965.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 (Waiver / Estoppel)

15 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
16 action alleged therein, Defendant alleges that Plaintiff's claims are barred in whole or in part by
17 the doctrines of waiver and/or estoppel.

18 **SIXTH AFFIRMATIVE DEFENSE**

19 (Laches)

20 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
21 action alleged therein, Defendant alleges that any recovery is barred by the doctrine of laches and
22 unreasonable delay in bringing this action and in asserting any claim for relief against Defendant.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 (Failure to Mitigate)

25 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
26 action alleged therein, Defendant alleges that recovery by Plaintiff and Complainant is barred in
27 whole or in part by Complainant's failure to exercise reasonable care and diligence to mitigate
28 any damages allegedly accruing to Complainant.

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EIGHTH AFFIRMATIVE DEFENSE

(Contributory/Comparative Negligence)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges that should it be determined that Complainant has been damaged, then said damages were proximately caused by his own conduct, contributory negligence, comparative negligence, or comparative fault, and that no conduct by or attributable to Defendant was the cause in fact or legal cause of the damages, if any, allegedly suffered by Complainant, and any recovery on Plaintiff’s Second Amended Complaint, or any cause of action alleged therein, is barred in whole or in part.

NINTH AFFIRMATIVE DEFENSE

(Intentionally Left Blank)

TENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges that each cause of action is barred because Complainant and/or Plaintiff failed in whole or in part to exhaust administrative remedies, prerequisites to suit, conditions to suit, and/or jurisdictional requirements, or failed to do so timely, as required under the California Fair Employment and Housing Act. (Cal. Gov. Code, §§ 12960, 12961 and 12965.)

ELEVENTH AFFIRMATIVE DEFENSE

(Intentionally Left Blank)

TWELFTH AFFIRMATIVE DEFENSE

(Failure to Comply with Statutory Employee Duties)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges it is barred in whole or in part by California Labor Code sections 2854, 2856, 2858 and 2859 to the extent Complainant failed to use ordinary care and diligence in the performance of his duties, failed to comply substantially with the reasonable directions of his employer, and failed to exercise a reasonable degree of skill in performing his job duties.

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THIRTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands / In Pari Delicto / After Acquired Evidence)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges it is barred by the doctrines of unclean hands, *in pari delicto* and/or after acquired evidence, or in the alternative, these doctrines cut off or reduce Complainant’s alleged damages.

FOURTEENTH AFFIRMATIVE DEFENSE

(Consent /Ratification/Acquiescence)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges it is barred to the extent Complainant consented to or ratified or acquiesced in the conduct he now complains of.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Satisfactorily Perform)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges that any recovery is barred by Complainant’s failure to satisfactorily perform his job responsibilities and otherwise conduct himself in accordance with the standards and policies of Defendant.

SIXTEENTH AFFIRMATIVE DEFENSE

(Intentionally Left Blank)

SEVENTEENTH AFFIRMATIVE DEFENSE

(Privileged/Justified Conduct)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of action alleged therein, Defendant alleges that any recovery is barred because Defendant’s conduct was privileged and/or justified under California law and for valid and necessary business reasons.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Mixed Motive)

As a separate defense to Plaintiff’s Second Amended Complaint and to each cause of

1 action alleged therein, Defendant alleges that even if it is determined that a discriminatory,
2 retaliatory or harassing reason motivated any adverse employment actions as alleged by Plaintiff
3 or Complainant, which Defendant has denied and continues to deny, Defendant would have, in
4 any event, taken the same actions based upon other legitimate, non-discriminatory and non-
5 retaliatory reasons standing alone and in the absence of the alleged discriminatory, retaliatory or
6 harassing reason. *Harris v. City of Santa Monica*, 56 Cal.4th 203 (2013).

7 **NINETEENTH AFFIRMATIVE DEFENSE**

8 (Job-Related Reasons)

9 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
10 action therein, Defendant alleges that the alleged actions complained of were not based upon
11 discriminatory or retaliatory reasons, but were based upon legitimate, non-discriminatory, non-
12 retaliatory, job-related reasons.

13 **TWENTIETH AFFIRMATIVE DEFENSE**

14 (Unjust Enrichment)

15 As a separate defense Plaintiff's Second Amended Complaint and to each cause of action
16 alleged therein, Defendant alleges that any recovery from Defendant would result in Plaintiff's or
17 Complainant's unjust enrichment.

18 **TWENTH-FIRST AFFIRMATIVE DEFENSE**

19 (No Injunctive Relief)

20 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
21 action alleged therein, Defendant alleges that Plaintiff fails to allege facts sufficient to justify
22 injunctive relief, that Complainant failed to avail himself of or exhaust plain, adequate or
23 complete remedies of law available to him, and that Plaintiff has no basis for seeking injunctive
24 relief on behalf of an unidentifiable group of individuals for whom it cannot show an inadequate
25 remedy at law, irreparable harm, or likelihood of success on the merits.

26 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

27 (Standing)

28 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of

1 action alleged therein, and to any requests for injunctive relief, Defendant alleges that Plaintiff
2 and Complainant lack standing.

3 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

4 (No Punitive Damages)

5 As a separate defense to Plaintiff's Second Amended Complaint and to each cause of
6 action alleged therein, Defendant alleges that Plaintiff fails to state facts sufficient to support an
7 award of exemplary, punitive, liquidated and/or emotional distress damages against Defendant or
8 any of them. Moreover, any award of punitive damages in this case would violate the due process,
9 equal protection and excessive fines provisions of the California and United States Constitutions.
10 Moreover, Plaintiff cannot prove conduct (of any type set forth in the punitive damages statutes)
11 by an officer, director or managing agent that could form the basis for punitive damages.

12 Defendant presently has insufficient knowledge or information on which to form a belief
13 as to whether it has any additional, as yet unstated, defenses available, and therefore reserves the
14 right to assert additional defenses in the event discovery indicates that they would be appropriate.


15 **WHEREFORE**, Defendant prays that the Court grant the following relief:

- 16 1. That Plaintiff's Second Amended Complaint be dismissed in its entirety with prejudice;
- 17 2. That Plaintiff and Complainant take nothing by Plaintiff's Second Amended Complaint;
- 18 3. That judgment be entered in favor of Defendant on all claims;
- 19 4. For costs of suit incurred herein, including reasonable attorneys' fees; and
- 20 5. For such other and further relief as the Court deems just and equitable.

21 Dated: May 29, 2024

22 LYNNE C. HERMLE
23 JOSEPH C. LIBURT
24 NICHOLAS J. HORTON
25 Orrick, Herrington & Sutcliffe LLP

26 By _____

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28 NICHOLAS J. HORTON
Attorneys for Defendant
CISCO SYSTEMS, INC.

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VERIFICATION

I, June Haase, declare that I am a Compliance Specialist for Cisco Systems, Inc., and am authorized to make this verification on behalf of Cisco Systems, Inc. I have reviewed Plaintiff's complaint and previously reviewed and verified each of Cisco's responses to Plaintiff's discovery requests in this action, including Cisco's response to Plaintiff's Form Interrogatory No. 15.1 which I understand identifies the facts, witnesses, and documents supporting Cisco's denial of Plaintiff's complaint and each of Cisco's affirmative defenses. I have read the following document and I know its contents:

DEFENDANT CISCO SYSTEMS, INC.'S AMENDED ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

The facts included in this Answer are consistent with the facts I previously reviewed and verified on behalf of Cisco and, on that basis, I am informed and believe that the matters stated therein are true and, on that ground, declare under penalty of perjury under the laws of the State of California that the same are true and correct and that this verification was executed in San Jose _____, California on 5/29/2024.

June Haase

June Haase

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PROOF OF SERVICE

I am a citizen of the United States, more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, The Orrick Building, 405 Howard Street, San Francisco, CA 94105. On May 29, 2024, I served the following documents:

DEFENDANT CISCO SYSTEMS, INC.’S AMENDED ANSWER TO PLAINTIFF’S SECOND AMENDED COMPLAINT

By Electronic Service: On all of the interested parties in this action by transmitting true and correct copies of the documents identified above in portable document format from the email address kvasquez@orrick.com to the email addresses below:

- Jamie Crook
jamie.crook@calcivilrights.ca.gov
- Rumduol Vuong
rumduol.vuong@calcivilrights.ca.gov
- Dylan Colbert
Dylan.colbert@calcivilrights.ca.gov
- Brett Watson
Brett.watson@calcivilrights.ca.gov
- Eliana Mata
Eliana.mata@calcivilrights.ca.gov

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 29, 2024 in San Francisco, California.



Karen Vasquez