

1 LYNNE C. HERMLE (STATE BAR NO. 99779)  
2 JESSICA R. PERRY (STATE BAR NO. 209321)  
3 SHANNON B. SEEKAO (STATE BAR NO. 267536)  
4 MEGAN M. LAWSON (STATE BAR NO. 294397)  
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14 Attorneys for Defendant  
15 KLEINER PERKINS CAUFIELD & BYERS LLC

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN FRANCISCO

18 ELLEN PAO,

19 Plaintiff,

20 v.

21 KLEINER PERKINS CAUFIELD & BYERS  
22 LLC AND DOES 1-20,

23 Defendants.

CASE NO. CGC-12-520719

**DECLARATION OF SHANNON B.  
SEEKAO IN SUPPORT OF  
DEFENDANT KLEINER PERKINS  
CAUFIELD & BYERS LLC'S  
MEMORANDUM OF COSTS**

Trial Date: February 17, 2015  
Judge: Hon. Harold E. Kahn  
Dept.: 613 (trial held in Dept. 604)

ELECTRONICALLY

**FILED**

*Superior Court of California,  
County of San Francisco*

**APR 22 2015**

Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

1 I, Shannon B. Seekao, declare:

2 1. I am a member of the State Bar of California and am authorized to practice before  
3 this Court. I am an attorney with the law firm of Orrick, Herrington & Sutcliffe LLP, attorneys of  
4 record for Defendant Kleiner Perkins Caufield & Byers LLC (“KPCB”) in this action. I make  
5 this declaration in support of KPCB’s Memorandum of Costs following trial in this matter and am  
6 informed and believe that the following information is true and correct.

7 2. On or about November 4, 2014, over three months before trial, I caused to be  
8 served on Alan B. Exelrod, counsel for Plaintiff Ellen Pao, an Offer to Compromise by Defendant  
9 Kleiner Perkins Caufield & Byers LLC Pursuant to California Code of Civil Procedure Section  
10 998 in the amount of \$964,502.00 (“998 Offer”). Attached as Exhibit A is a true and correct copy  
11 of that 998 Offer, the accompanying Notice of Acceptance, and the Proof of Service.

12 3. The specific 998 Offer number, of \$964,502.00, was reached through multiple  
13 calculations of potential damages scenarios.

14 4. Plaintiff’s counsel never responded to the attached 998 Offer. Moreover, I am  
15 informed and believe that at no time prior to the start of trial in this matter did Plaintiff’s counsel  
16 attempt to communicate any other offers or counteroffers of settlement to any representative of  
17 KPCB.

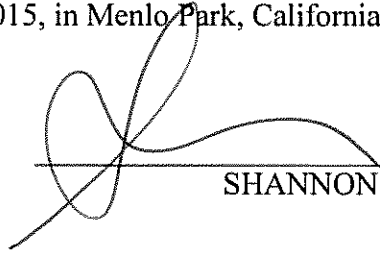
18 5. Trial commenced on February 17, 2015 and a full defense verdict was returned on  
19 March 27, 2015. The Court ordered judgment on the special verdict on April 3, 2015. On April  
20 7, 2015, KPCB filed and served on Plaintiff’s counsel by mail a Notice of Entry of Judgment.  
21 Attached as Exhibit B is a true and correct copy of that Notice and Proof of Service.

22 6. All of the costs listed in section 8.b. “Expert Fees” of KPCB’s Memorandum of  
23 Costs (Worksheet) are costs of the services of expert witnesses, who are not regular employees of  
24 any party, actually incurred and reasonably necessary in either, or both, preparation for trial, or  
25 during trial, of the case by KPCB in accordance with California Code of Civil Procedure section  
26 998(c)(1).

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OHSUSA:760341857.1

1 I declare under penalty of perjury that the foregoing is true and correct, and that this  
2 declaration was executed on April 22, 2015, in Menlo Park, California.

3  
4  A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right, crossing a horizontal line.  
5 SHANNON B. SEEKAO  
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# EXHIBIT A

1 LYNNE C. HERMLE (STATE BAR NO. 99779)  
2 JESSICA R. PERRY (STATE BAR NO. 209321)  
3 SHANNON B. SEEKAO (STATE BAR NO. 267536)  
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10 jperry@orrick.com  
11 sseekao@orrick.com

12 Attorneys for Defendant  
13 KLEINER PERKINS CAUFIELD & BYERS LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 CITY AND COUNTY OF SAN FRANCISCO

16 ELLEN PAO,  
17  
18 Plaintiff,  
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20 v.  
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22 KLEINER PERKINS CAUFIELD & BYERS  
23 LLC AND DOES 1-20,  
24  
25 Defendants.

Case No. CGC-12-520719

**OFFER TO COMPROMISE BY  
DEFENDANT KLEINER PERKINS  
CAUFIELD & BYERS LLC PURSUANT  
TO CALIFORNIA CODE OF CIVIL  
PROCEDURE SECTION 998**

Complaint Filed: May 10, 2012

1 TO PLAINTIFF ELLEN PAO AND HER ATTORNEYS OF RECORD:

2 Defendant Kleiner Perkins Caufield & Byers LLC ("KPCB") hereby offers to compromise  
3 with Plaintiff Ellen Pao in the above-entitled action pursuant to section 998 of the California  
4 Code of Civil Procedure, as follows:

5 In full settlement of Plaintiff's action and all claims for damages, interest, equitable relief  
6 and all other relief requested in Plaintiff's First Amended Complaint in this action against  
7 Defendants, Defendant KPCB agrees to pay Plaintiff the total sum of \$964,502.00 (Nine Hundred  
8 Sixty Four Thousand Five Hundred Two Dollars), in exchange for and according to the following  
9 additional terms:

10 1. The entry by Plaintiff of a Request for Dismissal With Prejudice of the entire  
11 action against Defendants; and

12 2. Each party is to bear her/their own costs and attorneys' fees, including but not  
13 limited to any liens for costs and/or attorneys' fees and/or other recovery.

14 PLEASE TAKE NOTICE that if you accept this Offer, you must sign and date the  
15 accompanying Notice of Acceptance, file the Offer and Notice of Acceptance, serve a copy on  
16 Defendant KPCB, and file the original with the Clerk of the Court within 30 days after the offer is  
17 made or else the offer will be deemed withdrawn.

18 PLEASE TAKE FURTHER NOTICE that if this Offer is not accepted, and Plaintiff fails  
19 to obtain a more favorable judgment, Plaintiff shall not recover her post-Offer costs and shall pay  
20 to Defendant KPCB its post-Offer costs, potentially including Defendant KPCB's attorneys' fees.  
21 In addition, the Court in its discretion, may require Plaintiff to pay a reasonable sum to cover  
22 costs of the services of expert witnesses who are not regular employees of any party, actually  
23 incurred and reasonably necessary in preparation for trial or during trial of the case by Defendant  
24 KPCB.

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Dated: November 4, 2014

LYNNE C. HERMLE  
SHANNON B. SEEKAO  
JESSICA R. PERRY  
Orrick, Herrington & Sutcliffe LLP

By: \_\_\_\_\_

SHANNON B. SEEKAO  
Attorneys for Defendant  
KLEINER PERKINS CAUFIELD &  
BYERS LLC

1 LYNNE C. HERMLE (STATE BAR NO. 99779)  
2 JESSICA R. PERRY (STATE BAR NO. 209321)  
3 SHANNON B. SEEKAO (STATE BAR NO. 267536)  
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11 sseekao@orrick.com

12 Attorneys for Defendant  
13 KLEINER PERKINS CAUFIELD & BYERS LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 CITY AND COUNTY OF SAN FRANCISCO

16 ELLEN PAO,

17 Plaintiff,

18 v.

19 KLEINER PERKINS CAUFIELD & BYERS  
20 LLC AND DOES 1-20,

21 Defendants.

Case No. CGC-12-520719

**NOTICE OF ACCEPTANCE OF  
OFFER TO COMPROMISE BY  
DEFENDANT KLEINER PERKINS  
CAUFIELD & BYERS LLC PURSUANT  
TO CALIFORNIA CODE OF CIVIL  
PROCEDURE SECTION 998**

Complaint Filed: May 10, 2012



1 TO THE SAN FRANCISCO COUNTY SUPERIOR COURT, DEFENDANT KLEINER  
2 PERKINS CAUFIELD & BYERS LLC AND ITS ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that Plaintiff Ellen Pao hereby accepts Defendant Kleiner  
4 Perkins Caufield & Byers LLC's ("KPCB") offer to compromise pursuant to California Code of  
5 Civil Procedure section 998 as follows:

6 In full settlement of Plaintiff's action and all claims for relief therein against Defendants,  
7 Defendant KPCB agrees to pay Plaintiff the total sum of of \$964,502.00 (Nine Hundred Sixty  
8 Four Thousand Five Hundred Two Dollars), in exchange for and according to the following  
9 additional terms:

10 1. The entry by Plaintiff of a Request for Dismissal With Prejudice of the  
11 entire action against Defendants; and

12 2. Each party is to bear her/its own costs and attorneys' fees, including but  
13 not limited to any liens for costs and/or attorneys' fees and/or other recovery.

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15

16 Dated: \_\_\_\_\_, 2014

ALAN B. EXELROD  
DAVID A. LOWE  
JOHN T. MULLAN  
RUDY, EXELROD, ZIEFF & LOWE, L.L.P.

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By: \_\_\_\_\_  
ALAN B. EXELROD  
Attorneys for Plaintiff  
ELLEN PAO

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1 LYNNE C. HERMLE (STATE BAR NO. 99779)  
2 JESSICA R. PERRY (STATE BAR NO. 209321)  
3 SHANNON B. SEEKAO (STATE BAR NO. 267536)  
4 M. TODD SCOTT (STATE BAR NO. 226885)  
5 MEGAN LAWSON (STATE BAR NO. 294397)  
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14 msscott@orrick.com  
15 megan.lawson@orrick.com

16 Attorneys for Defendant  
17 KLEINER PERKINS CAUFIELD & BYERS LLC

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 CITY AND COUNTY OF SAN FRANCISCO

20 ELLEN PAO,  
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22 Plaintiff,  
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24 v.  
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26 KLEINER PERKINS CAUFIELD & BYERS  
27 LLC AND DOES 1-20,  
28  
29 Defendants.

Case No. CGC-12-520719

**PROOF OF SERVICE**

Complaint Filed: May 10, 2012

1 **PROOF OF SERVICE BY MAIL**

2 I am more than eighteen years old and not a party to this action. My business address is  
3 Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, California 94025. On  
4 November 4, 2014, I served the following document(s):

5 **1. Offer to Compromise by Defendant Kleiner Perkins Caufield & Byers**  
6 **LLC Pursuant to California Code of Civil Procedure Section 998**

7 **2. Notice of Acceptance of Offer to Compromise by Defendant Kleiner**  
8 **Perkins Caufield & Byers LLC Pursuant to California Code of Civil**  
9 **Procedure Section 998**

10 on the interested parties in this action by placing true and correct copies thereof in sealed  
11 envelope(s) addressed as follows:

12 Alan B. Exelrod  
13 David A. Lowe  
14 John T. Mullan  
15 Rudy, Exelrod, Zieff & Lowe, L.L.P.  
16 351 California Street, Suite 700  
17 San Francisco, CA 94104

18 I am employed in the county from which the mailing occurred. On the date indicated  
19 above, I placed the sealed envelope(s) for collection and mailing at this firm's office business  
20 address indicated above. I am readily familiar with this firm's practice for the collection and  
21 processing of correspondence for mailing with the United States Postal Service. Under that  
22 practice, the firm's correspondence would be deposited with the United States Postal Service on  
23 this same date with postage thereon fully prepaid in the ordinary course of business.

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

26 Executed on November 4, 2014 at Menlo Park, California.

27 

28 Linda Katona

# EXHIBIT B

1 LYNNE C. HERMLE (STATE BAR NO. 99779)  
JESSICA R. PERRY (STATE BAR NO. 209321)  
2 SHANNON B. SEEKAO (STATE BAR NO. 267536)  
MEGAN M. LAWSON (STATE BAR NO. 294397)  
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lchermle@orrick.com  
6 jperry@orrick.com  
sseekao@orrick.com  
7 megan.lawson@orrick.com

8 Attorneys for Defendant  
KLEINER PERKINS CAUFIELD & BYERS LLC

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN FRANCISCO

13 ELLEN PAO,

14 Plaintiff,

15 v.

16 KLEINER PERKINS CAUFIELD & BYERS  
LLC AND DOES 1-20,

17 Defendants.

CASE NO. CGC-12-520719

**NOTICE OF ENTRY OF JUDGMENT**

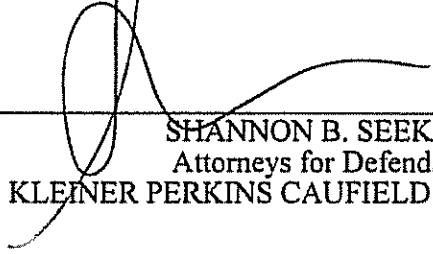
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TO ELLEN PAO AND HER ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 3, 2015, the Court filed a Judgment. Attached hereto is as Exhibit A is a true and correct copy of the Judgment.

Dated: April 7, 2015

LYNNE C. HERMLE  
JESSICA R. PERRY  
SHANNON B. SEEKAO  
MEGAN M. LAWSON  
Orrick, Herrington & Sutcliffe LLP




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SHANNON B. SEEKAO  
Attorneys for Defendant  
KLEINER PERKINS CAUFIELD & BYERS LLC

# Exhibit A

1 Prepared by Counsel

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**FILED**  
Superior Court of California  
County of San Francisco  
APR 03 2015  
CLERK OF THE COURT  
BY:  Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

ELLEN PAO,  
Plaintiff,  
vs.  
KLEINER PERKINS CAUFIELD & BYERS  
LLC AND DOES 1-20,  
Defendants.

CASE NO. CGC-12-520719  
<sup>MR</sup>  
~~PROPOSED~~ JUDGMENT ON  
SPECIAL VERDICT  
Trial Date: February 17, 2015  
Dept: 613/602  
Judge: Hon. Harold Kahn



1 This action came on regularly for trial on February 17, 2015 with opening statements on  
2 February 24, 2015 in Department 602 of the Superior Court, the Honorable Harold Kahn  
3 presiding. Plaintiff was represented by Alan B. Exelrod and Michelle Lee of Rudy, Exelrod, Zieff  
4 & Lowe, LLP and Therese Lawless of Lawless & Lawless. Defendant Kleiner, Perkins, Caufield  
5 and Byers LLC was represented by Lynne C. Hermle, Jessica R. Perry, Joseph C. Liburt, Shannon  
6 B. Seekao and Megan Lawson of Orrick, Herrington & Sutcliffe LLP.

7 A jury of 12 persons and 4 alternates was regularly impaneled and sworn. Witnesses were  
8 sworn and testified. After hearing the evidence and arguments of counsel, the jury was duly  
9 instructed by the Court. The jury deliberated and thereafter returned a special verdict on March  
10 27, 2015 as follows:

11 QUESTIONS ABOUT MS. PAO'S FIRST CLAIM

12 1. Was Ms. Pao's gender a substantial motivating reason for  
13 Kleiner Perkins' not promoting Ms. Pao to senior partner?

14  Yes  No

15 If your answer to question 1 is yes, then answer question 2. If  
16 you answered no, then answer question 4.

17 2. Was Ms. Pao harmed?

18  Yes  No

19 If your answer to question 2 is yes, then answer question 3. If you answered no,  
20 then answer question 4.

21 3. Was Kleiner Perkins' not promoting Ms. Pao to senior partner  
22 a substantial factor in causing harm to her?

23  Yes  No

24 Proceed to question 4.

25 4. Was Ms. Pao's gender a substantial motivating reason for her not  
26 being promoted to general partner?

27  Yes  No

28 If your answer to question 4 is yes, then answer question 5. If  
you answered no, then answer question 7.

5. Was Ms. Pao harmed?

Yes  No

1 If your answer to question 5 is yes, then answer question 6. If you answered no,  
2 then answer question 7.

3 6. Was not being promoted to general partner a substantial factor in causing  
4 harm to Ms. Pao?

5  Yes  No

6 Proceed to question 7.

7 7. Was Ms. Pao's gender a substantial motivating reason for Kleiner Perkins'  
8 decision to terminate her employment?

9  Yes  No

10 If your answer to question 7 is yes, then answer question 8. If you answered no,  
11 proceed to the questions about Ms. Pao's second claim.

12 8. Was Ms. Pao harmed?

13  Yes  No

14 If your answer to question 8 is yes, then answer question 9. If you answered no,  
15 proceed to the questions about Ms. Pao's second claim.

16 9. Was Kleiner Perkins' decision to terminate Ms. Pao's employment a  
17 substantial factor in causing harm to her?

18  Yes  No

19 Please proceed to the questions about Ms. Pao's second claim.

20 QUESTIONS ABOUT MS. PAO'S SECOND CLAIM

21 1. Were Ms. Pao's conversations in December 2011 and/or her January 4,  
22 2012 memorandum a substantial motivating reason for Kleiner Perkins' not promoting her to  
23 senior partner?

24  Yes  No

25 If your answer to question 1 is yes, then answer question 2. If you answered no,  
26 proceed to question 4.

27 2. Was Ms. Pao harmed?

28  Yes  No

If your answer to question 2 is yes, then answer question 3. If you answered no,  
proceed to question 4.

3. Was Kleiner Perkins' not promoting Ms. Pao to senior partner a substantial factor  
in causing harm to her?

Yes  No

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Proceed to question 4.

4. Were Ms. Pao's conversations in December 2011 and/or January 4, 2012 memorandum a substantial motivating reason for her not being promoted to general partner?

Yes  No

If your answer to question 4 is yes, then answer question 5. If you answered no, proceed to the questions about Ms. Pao's third claim.

5. Was Ms. Pao harmed?

Yes  No

If your answer to question 5 is yes, then answer question 6. If you answered no, proceed to the questions about Ms. Pao's third claim.

6. Was not being promoted to general partner a substantial factor in causing harm to Ms. Pao?

Yes  No

Please proceed to the questions about Ms. Pao's third claim

QUESTIONS ABOUT MS. PAO'S THIRD CLAIM

You should answer the questions about Ms. Pao's third claim only if you answered yes to all of the questions 1-3, 4-6 and/or 7-9 about Ms. Pao's first claim. If you did not answer yes to all of the questions 1-3, 4-6 and/or 7-9 about Ms. Pao's first claim, proceed to answer the questions about Ms. Pao's fourth claim.

1. Did Kleiner Perkins fail to take all reasonable steps to prevent gender discrimination against Ms. Pao?

Yes  No

If your answer to question 1 is yes, then answer question 2. If you answered no, do not answer any further questions about Ms. Pao's third claim, and proceed to the questions about Ms. Pao's fourth claim.

2. Was Ms. Pao harmed?

Yes  No

If your answer to question 2 is yes, then answer question 3. If you answered no, do not answer any further questions about Ms. Pao's third claim, and proceed to the questions about Ms. Pao's fourth claim.

3. Was Kleiner Perkins' failure to take all reasonable steps to prevent gender discrimination against Ms. Pao a substantial factor in causing harm to her?

Yes  No

Please proceed to the questions about Ms. Pao's fourth claim.

1           **QUESTIONS ABOUT MS. PAO'S FOURTH CLAIM**

2           1.       Were Ms. Pao's conversations in December 2011 and/or her January 4,  
3           2012 memorandum and/or her filing this lawsuit a substantial motivating reason for Kleiner  
4           Perkins' decision to terminate Ms. Pao's employment?

4           \_\_\_\_\_ Yes   X   No

5           If your answer to question 1 is yes, then answer question 2. If you answered no, do  
6           not answer any further questions about Ms. Pao's fourth claim, and proceed to the questions about  
7           whether Kleiner Perkins would have acted the same way even if it had not acted wrongfully  
8           toward Ms. Pao.

8           2.       Was Ms. Pao harmed?

9           \_\_\_\_\_ Yes \_\_\_\_\_ No

10          If your answer to question 2 is yes, then answer question 3. If you answered no, do  
11          not answer any further questions about Ms. Pao's fourth claim, and proceed to the questions about  
12          whether Kleiner Perkins would have acted the same way even if it had not acted wrongfully  
13          toward Ms. Pao.

12          3. Was Kleiner Perkins' decision to terminate Ms. Pao's employment a substantial  
13          factor in causing harm to her?

14          \_\_\_\_\_ Yes \_\_\_\_\_ No

15          Please proceed to the questions about whether Kleiner Perkins would have acted  
16          the same way even if it had not acted wrongfully toward Ms. Pao.

16          **QUESTIONS ABOUT WHETHER KLEINER PERKINS WOULD HAVE ACTED THE  
17          SAME WAY EVEN IF IT HAD NOT ACTED WRONGFULLY TOWARD MS. PAO**

18          Answer question 1 only if you found that Ms. Pao's not being promoted to senior  
19          partner was substantially motivated by gender discrimination and/or retaliation. If you found that  
20          Ms. Pao's not being promoted to senior partner was not substantially motivated by gender  
21          discrimination and/or retaliation, proceed to the instructions after question 2.

20          1.       Was Ms. Pao's poor job performance also a substantial motivating reason  
21          for her not being promoted to senior partner?

22          \_\_\_\_\_ Yes \_\_\_\_\_ No

23          If your answer to question 1 is yes, then answer question 2. If you answered no,  
24          skip question 2 and proceed to the instructions after question 2.

24          2.       Would Kleiner Perkins have failed to promote Ms. Pao to senior partner  
25          anyway because of her poor job performance even if it had not also been substantially motivated  
26          by gender discrimination and/or retaliation?

26          \_\_\_\_\_ Yes \_\_\_\_\_ No

27          Answer question 3 only if you found that Ms. Pao's not being promoted to general  
28          partner was substantially motivated by gender discrimination and/or retaliation. If you found that  
28          the decision not to promote Ms. Pao to general partner was not substantially motivated by gender

1 discrimination and/or retaliation, proceed to the instructions after question 4.

2 3. Was Ms. Pao's poor job performance also a substantial motivating reason  
3 for her not being promoted to general partner?

4  Yes  No

5 If your answer to question 3 is yes, then answer question 4. If you answered no,  
6 skip 4 and proceed to the instructions after question 4.

7 4. Would Kleiner Perkins have failed to promote Ms. Pao to general partner  
8 anyway because of her poor job performance even if it had not also been substantially motivated  
9 by gender discrimination and/or retaliation?

10  Yes  No

11 Answer question 5 only if you found that the decision to terminate Ms. Pao's  
12 employment was substantially motivated by gender discrimination and/or  
13 retaliation. If you found that the decision to terminate Ms. Pao's employment was not  
14 substantially motivated by gender discrimination and/or retaliation, proceed to the instructions  
15 after question 6.

16 5. Was Ms. Pao's poor job performance also a substantial motivating reason  
17 for the decision to terminate her employment?

18  Yes  No

19 If your answer to question 5 is yes, then answer question 6. If you answered no,  
20 skip question 6 and proceed to the instructions after question 6.

21 6. Would Kleiner Perkins have terminated Ms. Pao's employment anyway  
22 because of Ms. Pao's poor job performance even if it had not also been substantially motivated by  
23 gender discrimination and/or retaliation?

24  Yes  No

25 Proceed to the compensatory damages questions only if you answered no to either  
26 question 1 or 2, questions 3 or 4 and/or 5 and 6 in this section. Otherwise, stop here, answer no  
27 further questions and have the presiding juror sign and date this form.

28 **COMPENSATORY DAMAGES QUESTIONS**

1. What amount of compensatory damages do you award to Ms. Pao for past and  
future lost earnings?

a. Past lost earnings \$ \_\_\_\_\_

b. Future lost earnings \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Please proceed to the punitive damages questions.

1 PUNITIVE DAMAGES QUESTIONS

2 1. Did Kleiner Perkins act with malice, oppression, or fraud with respect to any or  
3 all of its actions or inactions that you found were substantially motivated by gender  
4 discrimination and/or retaliation?

4  Yes  No

5 If your answer to question 1 is yes, then answer question 2. If you answered no,  
6 stop here, answer no further questions, and have the presiding juror sign and date this form.

7 2. Was the conduct constituting malice, oppression, or fraud committed by one or  
8 more managing partners of Kleiner Perkins acting on behalf of Kleiner Perkins?

8  Yes  No

9  
10 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that, by reason  
11 of said verdict, that judgment shall be, and hereby is, entered in favor of Defendant Kleiner,  
12 Perkins, Caufield and Byers LLC and against Plaintiff Ellen Pao on all counts. Plaintiff takes  
13 nothing from Defendant.  
14

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16 DATED: April 2, 2015



17 Judge of the Superior Court

18 **Harold E. Kahn**

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**PROOF OF SERVICE BY MAIL**

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, California 94025. On April 7, 2015, I served the following document(s):

**NOTICE OF ENTRY OF JUDGMENT**

on the interested parties in this action by placing true and correct copies thereof in sealed envelope(s) addressed as follows:

Alan B. Exelrod  
David A. Lowe  
John T. Mullan  
Rudy, Exelrod, Zieff & Lowe, L.L.P.  
351 California Street, Suite 700  
San Francisco, CA 94104

Therese M. Lawless  
Lisa P. Mak  
Lawless & Lawless  
180 Montgomery Street, Suite 2000  
San Francisco, CA 94104

I am employed in the county from which the mailing occurred. On the date indicated above, I placed the sealed envelope(s) for collection and mailing at this firm's office business address indicated above. I am readily familiar with this firm's practice for the collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the firm's correspondence would be deposited with the United States Postal Service on this same date with postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 7, 2015, at Menlo Park, California.

  
\_\_\_\_\_  
Linda Katona