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CA, Inc. d/b/a CA Technologies (a Broadcom Company)  
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7  
8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10

11 CA, INC. d/b/a CA TECHNOLOGIES (A  
12 BROADCOM COMPANY),

13 Plaintiff,

14 vs.

15 ALLSTATE INSURANCE COMPANY. and  
16 STANCORP FINANCIAL GROUP, INC.

17 Defendants.  
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Case No. 3:25-cv-03862-CRB

**AMENDED COMPLAINT**

**Jury Trial Demanded**

1 **AMENDED COMPLAINT**

2 Plaintiff CA, Inc. (“CA”) brings this action to address willful acts of copyright infringement  
3 and breaches of contract that have damaged CA and generated substantial profits for Defendants  
4 Allstate Insurance Company (“Allstate”) and StanCorp Financial Group, Inc. (“StanCorp”) (together,  
5 “Defendants”). CA alleges as follows:

6 **NATURE OF THE ACTION**

7 1. This is a civil action for copyright infringement, vicarious copyright infringement,  
8 and contributory copyright infringement under the laws of the United States, 17 U.S.C. §§ 1, *et seq.*,  
9 breach of contract, and for declaratory judgment.

10 2. Defendants have infringed CA’s copyrighted software listed on Schedule A.

11 3. A true and correct copy of CA’s copyright registrations are attached as Exhibits A, B,  
12 C, D, and E.

13 **PARTIES**

14 4. Plaintiff CA is a Delaware corporation with its principal place of business in Palo  
15 Alto, California.

16 5. On information and belief, Defendant Allstate is an Illinois corporation with its  
17 principal place of business in Northbrook, Illinois.

18 6. On information and belief, Defendant StanCorp is an Oregon corporation with its  
19 principal place of business in Oregon.

20 **JURISDICTION AND VENUE**

21 7. The acts in dispute in this case violate CA’s exclusive rights under the Copyright Act,  
22 17 U.S.C. § 101 *et seq.*

23 8. This Court has subject matter jurisdiction over the copyright causes of action pursuant  
24 to 28 U.S.C. §§ 1331 and 1338 because the action arises under the federal Copyright Act. *See* 17  
25 U.S.C. § 101, *et seq.* This Court also has supplemental jurisdiction over the state law claims pursuant  
26 to 28 U.S.C. § 1367. This Court also has subject matter jurisdiction under 28 U.S.C. § 1332 because  
27 the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and  
28 is between citizens of different states.



1 and fair dealing, and declaratory judgment brought by CA against Defendants arising from Allstate’s  
2 unauthorized reproduction and distribution of CA’s copyrighted software.

3 14. CA creates and markets software solutions that enable its customers to plan, develop,  
4 manage, and secure applications and enterprise environments across different platforms.

5 15. Because it relies on its portfolio of products to distinguish it from its competitors,  
6 CA’s products and technology are protected under patent, copyright, and trademark laws where  
7 available.

8 16. CA also includes confidentiality clauses in its licensing agreements.

9 17. CA monetizes its products and technology through, among other things, product  
10 licensing, support, and maintenance. To protect its ability to monetize and market its products and  
11 technology, CA limits the permissible use of the products licensed under each licensing agreement.

12 18. In general, workload automation tools are software solutions designed to manage,  
13 schedule, and execute a series of tasks and processes within IT environments, often without human  
14 intervention. They help streamline operations by automating complex workflows across various  
15 applications and systems.

16 19. ESP Workload Automation (fka CA Workload Automation ESP Edition), version  
17 12.0 (“ESP Workload Automation 12.0”), the copyrighted software listed as Exhibit A in Schedule  
18 A and prior versions listed as Exhibits B, C, and D, simplifies cross-enterprise workload automation  
19 with the provision of an enterprise-grade workload scheduler that is hosted on the z/OS platform.  
20 ESP features a single point of control to define, monitor, and manage scheduled and event-based  
21 workload. The software reduces the cost and complexity of managing mission-critical workloads by  
22 using distributed agents to manage database, SAP, Hadoop, web services, and other workloads across  
23 all enterprise applications and platforms.

24 20. CA XCOM™ Data Transport® for z/OS MIPS, version 12.0 (“XCOM Data  
25 Transport for z/OS 12.0”), the copyrighted software listed as Exhibit E in Schedule A, is a managed  
26 file transfer solution designed to move data and large files seamlessly between z/OS and other  
27 platforms, on premises or in the cloud. Its robust architecture enables high speed, secure, and  
28 unattended transfers, offering a cost-effective, flexible, and scalable solution that integrates with

1 diverse network environments and S3 compatible cloud storage services.

2 21. Through Order Form #00333778.0 dated November 20, 2021 (with attached exhibits,  
3 the “2021 Order Form”), CA agreed to license its software to Allstate, including but not limited to  
4 ESP Workload Automation 12.0 and XCOM Data Transport for z/OS 12.0 (together, the “Divestiture  
5 Offerings”). The 2021 Order Form provides that Allstate’s use of CA’s software and services is  
6 governed by the 2021 Order Form and the CA Software License Agreement dated August 1, 1994,  
7 #396687, as amended May 1, 1995 (“CA Master Agreement”). ESP Workload Automation 12.0 and  
8 XCOM Data Transport for z/OS 12.0 are governed by the 2021 Order Form and CA Master  
9 Agreement.

10 22. The 2021 Order Form and CA Master Agreement are collectively referred to herein  
11 as the “Agreements.”<sup>1</sup>

12 23. On February 25, 2025, Allstate sent a letter to Symantec (a company no longer in  
13 existence) notifying Symantec of Allstate’s planned divestiture of its Employer Voluntary Benefits  
14 (“EVB”) business to StanCorp. Even though the 2021 Order Form states that CA is the successor in  
15 interest to Symantec for the Symantec enterprise offerings, Allstate did not send a similar notice  
16 letter addressed to CA.

17 24. In the February 25 notice letter to Symantec, Allstate expressed its intent to continue  
18 using certain unidentified “services” provided by Symantec under an unidentified agreement between  
19 the parties “in connection with transitioning the EVB Companies to StanCorp as required by the sale  
20 transaction,” which Allstate anticipated would “continue for up to two years” following the planned  
21 sale. The vague notice further stated Allstate would “operate under the assumption that you are  
22 aligned and in agreement with the foregoing unless we hear otherwise.”

23 25. On March 7, 2025, CA communicated to Allstate that it did not have the rights  
24 necessary under the parties’ current agreement to use its products and services as described in the  
25 February 25 notice.

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27  
28 <sup>1</sup> Allstate attached the 2021 Order Form and CA Master Agreement to the Declaration of Kelsey Harclerode in support of Defendants’ Request for Judicial Notice as Exhibits A and B, respectively. See Dkt. Nos. 14-2, 14-3.

1           26.     Specifically, as described below, Allstate has no rights under the Agreements to: (i)  
2 allow use of the Divestiture Offerings by a divested entity; or (ii) use the Divestiture Offerings on  
3 behalf of a divested entity; or (iii) allow or perform processing activities by, or on behalf of, the  
4 divested entity for the Divestiture Offerings (“Divesture Use”).

5           27.     CA asked Allstate to provide a list of solutions that Allstate was requesting to use for  
6 StanCorp’s benefit, so that the parties could figure out the best path forward.

7           28.     Following this communication, CA and Allstate opened initial discussions that would  
8 be necessary to explore whether and how such rights might be granted. On March 24 and March 25,  
9 2025, Allstate communicated to CA that, among other software, it intended to use the Divestiture  
10 Offerings for the benefit of StanCorp following the divestiture. Knowing it did not have the required  
11 divestiture rights, Allstate asked CA for a proposal that would allow it to continue using these  
12 products for the benefit of StanCorp following the divestiture.

13           29.     It thus came as quite a surprise to CA when it learned that the stated divestiture had  
14 closed on or around April 1, 2025, without Allstate first securing the rights necessary to engage in  
15 Divestiture Use. As such, use of the Divestiture Offerings for these purposes violates the Agreements  
16 and infringes CA’s intellectual property rights. This was also willful and intentional conduct. Indeed,  
17 the prior discussions between CA and Allstate demonstrate that Allstate knew it had no rights for  
18 Divestiture Use and opened discussions to secure those rights. It then proceeded with the divestiture  
19 and Divestiture Use without securing those rights.

20           30.     On April 10, 2025, CA sent a cease and desist letter to Allstate and StanCorp  
21 demanding that (i) Allstate immediately cease and desist all Divesture Use of all Divestiture  
22 Offerings for, or on behalf of, StanCorp; and (ii) StanCorp no longer receive services or otherwise  
23 benefit from such Divestiture Use of the Divestiture Offerings. CA further demanded that Allstate  
24 and StanCorp confirm in writing within three business days that all such Divestiture Use had ceased.  
25 Neither Allstate nor StanCorp provided that confirmation.

26           31.     On April 29, 2025, outside counsel for CA sent another letter to Allstate and StanCorp  
27 reiterating that any Divestiture Use was unauthorized and demanding confirmation within 48 hours  
28 that no Divestiture Offerings had been used for the benefit of StanCorp after the transaction closed.

1 To date, no such confirmation has been provided by either Defendant. Rather, Allstate confirmed  
2 after this litigation commenced that it has in fact used the Divestiture Offerings for the benefit of  
3 StanCorp after the transaction closed.

4 32. Allstate’s Divestiture Use of CA’s ESP Workload Automation 12.0 and XCOM Data  
5 Transport for z/OS 12.0 for, or on behalf of StanCorp, is outside the scope of Allstate’s license to  
6 use these products under the CA Master Agreement.

7 33. Section 1 of the CA Master Agreement provided that only “Allstate and its majority  
8 owned subsidiaries” were granted a license to use CA software, and that “Allstate is authorized to  
9 use the [CA software] . . . only for the internal operations of Allstate and its majority-owned  
10 subsidiaries and to process their own data.”

11 34. The CA Master Agreement contains no divestiture rights.

12 35. StanCorp is not a majority-owned subsidiary of Allstate and is not covered under  
13 Section 1 of the CA Master Agreement.

14 36. Allstate’s Divestiture Use of these products also violates the CA Master Agreement,  
15 which prohibits Allstate from disclosing CA’s proprietary and confidential software to third parties  
16 such as StanCorp.

17 37. Section 15 of the CA Master Agreement prohibits Allstate from disclosing CA’s  
18 confidential and proprietary software to third parties, providing that “Allstate and its employees will  
19 keep the [CA software] strictly confidential and Allstate will not disclose or otherwise distribute  
20 them to anyone other than Allstate’s authorized employees, and consultants who agree in writing to  
21 comply with this Agreement and who are not engaged in providing facilities management or services  
22 bureau services to others” and that “Allstate will not permit anyone except its authorized employees  
23 and such consultants to have access to the [CA software].”

24 38. StanCorp is not an authorized employee or consultant of Allstate and is not covered  
25 under Section 15 of the CA Master Agreement.

26 39. The 2021 Order Form also included a “CA Audit” requirement, which granted CA  
27 the right to “verify compliance with this Order Form and the [CA Master Agreement]” and “engage  
28 an independent auditor.”

1 40. On April 29, 2025, CA issued a written demand to verify Allstate’s compliance with  
2 the 2021 Order Form and CA Master Agreement.

3 41. On May 6, 2025, Allstate confirmed that it had received the audit demand but did not  
4 provide a timeline for when it would comply with the audit.

5 42. CA followed up with additional requests on May 13, May 20, June 3, June 13, June  
6 20, June 27, and July 3, reiterating its contractual audit rights.

7 43. Allstate failed and refused to timely permit the audit.

8 44. CA now brings this action to vindicate its rights under the Copyright Act and the  
9 applicable Agreements.

10 45. Upon information and belief, Defendants continue to willfully infringe CA’s  
11 copyrights.

12 **COUNT 1**  
13 **Direct Copyright Infringement**  
14 **(Against Allstate)**

15 46. CA realleges and incorporates by reference the foregoing allegations in this  
16 Complaint.

17 47. CA is the registered owner of the valid and exclusive copyrights listed in Schedule A  
18 attached to this Complaint.

19 48. At all relevant times, the copyrighted software listed in Schedule A—ESP Workload  
20 Automation 12.0 and XCOM Data Transport for z/OS 12.0—constituted confidential business and  
21 proprietary information belonging to CA.

22 49. The copyrighted software listed in Schedule A was licensed to Allstate under the 2021  
23 Order Form and the CA Master Agreement. The licenses granted to Allstate under the 2021 Order  
24 Form and the CA Master Agreement were limited to Allstate’s internal operations only. The 2021  
25 Order Form and CA Master Agreement contain no divestiture rights.

26 50. On April 1, 2025, Allstate divested its EVB business to StanCorp. Allstate notified  
27 CA that it intended to use the copyrighted software in Schedule A, among other software and  
28 services, for the benefit of the divested entities for a period of two years. As described above, CA  
informed Allstate that such use was not authorized by the Agreements.

1 51. Allstate, without authorization, has distributed and reproduced CA’s copyrighted  
2 software, and may continue reproducing CA’s copyrighted software, outside the scope of its license  
3 agreement as a result of its divestiture of the EVB business to StanCorp. The license granted to  
4 Allstate under the 2021 Order Form and the CA Master Agreement does not cover Divestiture Use.

5 52. The unauthorized distribution and reproduction of CA’s copyrighted software by  
6 Allstate constitute copyright infringement.

7 53. As a result of the foregoing activities, Allstate is liable to CA for copyright  
8 infringement under 17 U.S.C. § 501. CA has suffered and will continue to suffer losses that will be  
9 ascertained according to proof. Under 17 U.S.C. § 504(b), CA is entitled to recover its actual  
10 damages and any profits of Defendants that are attributable to the infringement. In the alternative,  
11 CA is entitled to statutory damages pursuant to 17 U.S.C. § 504(c).

12 54. CA is also entitled to injunctive relief prohibiting Allstate’s continued infringement  
13 pursuant to 17 U.S.C. § 502. CA has no adequate remedy at law for Allstate’s wrongful conduct  
14 because (a) CA’s copyrights are unique and valuable property, and (b) Allstate’s wrongful conduct  
15 and the resulting damage to CA are continuing.

16 55. On information and belief, Allstate’s conduct has been willful within the meaning of  
17 the Copyright Act. At a minimum, on information and belief, Allstate has acted with willful blindness  
18 to, and in reckless disregard of, CA’s registered copyrights.

19 56. CA also requests recovery of its full costs and reasonable attorneys’ fees pursuant to  
20 17 U.S.C. § 505.

21 **COUNT II**  
22 **Contributory Copyright Infringement**  
23 **(Against StanCorp)**

24 57. CA realleges and incorporates by reference all foregoing allegations in this  
25 Complaint.

26 58. On April 1, 2025, Allstate divested its EVB business to StanCorp.

27 59. As set forth above, Allstate, without authorization, has distributed and reproduced  
28 CA’s copyrighted software, and may continue reproducing CA’s copyrighted software, outside the  
scope of its license agreement as a result of its divestiture of the EVB business to StanCorp. The

1 license granted to Allstate under the 2021 Order Form and the CA Master Agreement does not cover  
2 Divestiture Use.

3 60. The unauthorized distribution and reproduction of CA’s copyrighted software by  
4 Allstate constitute copyright infringement.

5 61. StanCorp knew or had reason to know that Allstate’s unauthorized acts constituted  
6 copyright infringement.

7 62. StanCorp has induced, caused, and/or materially contributed to Allstate’s copyright  
8 infringement.

9 63. As a direct and proximate result of StanCorp’s conduct, CA has suffered and will  
10 continue to suffer irreparable harm, for which it has no adequate remedy at law.

11 64. As a direct and proximate result of the contributory infringement by StanCorp set  
12 forth herein, CA is entitled to actual damages and Defendants’ profits attributable to its infringement.

13 65. Alternatively, CA is entitled to maximum statutory damages, pursuant to 17 U.S.C. §  
14 504(c), and such other amounts as may be proper under 17 U.S.C. § 504(c).

15 66. On information and belief, StanCorp’s conduct has been willful within the meaning  
16 of the Copyright Act. At a minimum, on information and belief, StanCorp has acted with willful  
17 blindness to, and in reckless disregard of, CA’s registered copyrights.

18 67. CA also requests recovery of its full costs and reasonable attorneys’ fees pursuant to  
19 17 U.S.C. § 505.

20 **COUNT III**  
21 **Vicarious Copyright Infringement**  
22 **(Against StanCorp)**

23 68. CA realleges and incorporates by reference all foregoing allegations in this  
24 Complaint.

25 69. On April 1, 2025, Allstate divested its EVB business to StanCorp.

26 70. As set forth above, Allstate, without authorization, has distributed and reproduced  
27 CA’s copyrighted software, and may continue reproducing CA’s copyrighted software, outside the  
28 scope of its license agreement as a result of its divestiture of the EVB business to StanCorp. The  
license granted to Allstate under the 2021 Order Form and the CA Master Agreement does not cover

1 Divestiture Use.

2 71. The unauthorized distribution and reproduction of CA’s copyrighted software by  
3 Allstate constitute copyright infringement.

4 72. On information and belief, StanCorp now owns and controls the EVB business for  
5 which the copyrighted software is being used. StanCorp has the right and ability to supervise, control,  
6 or stop the infringing activity of Allstate, and derives a direct financial benefit from that infringement.

7 73. As a direct and proximate result of StanCorp’s conduct, CA has suffered and will  
8 continue to suffer irreparable harm, for which it has no adequate remedy at law.

9 74. As a direct and proximate result of the vicarious infringement by StanCorp set forth  
10 herein, CA is entitled to actual damages and Defendants’ profits attributable to its infringement.

11 75. Alternatively, CA is entitled to maximum statutory damages, pursuant to 17 U.S.C. §  
12 504(c), and such other amounts as may be proper under 17 U.S.C. § 504(c).

13 76. On information and belief, StanCorp’s conduct has been willful within the meaning  
14 of the Copyright Act. At a minimum, on information and belief, StanCorp has acted with willful  
15 blindness to, and in reckless disregard of, CA’s registered copyrights.

16 77. CA also requests recovery of its full costs and reasonable attorneys’ fees pursuant to  
17 17 U.S.C. § 505.

18 **COUNT IV**  
19 **Breach of Contract**  
20 **(Against Allstate)**

21 78. CA realleges and incorporates by reference all foregoing allegations of its Complaint  
22 as if fully set forth herein.

23 79. Through the 2021 Order Form, CA agreed to license its software to Allstate, including  
24 but not limited to ESP Workload Automation 12.0 and XCOM Data Transport for z/OS 12.0. The  
25 2021 Order Form provides that Allstate’s use of CA’s software and services is governed by the 2021  
26 Order Form and the CA Master Agreement.

27 80. On February 25, 2025, Allstate sent a letter to Symantec (a company no longer in  
28 existence) notifying Symantec of Allstate’s planned divestiture of its EVB business to StanCorp. As  
the 2021 Order Form states, CA is the successor in interest to Symantec for the Symantec enterprise

1 offerings. Nevertheless, on information and belief, Allstate did not send a similar notice letter  
2 addressed to CA.

3 81. In the February 25 notice letter to Symantec and subsequent correspondence with CA,  
4 Allstate expressed its intent to use the Divestiture Offerings in connection with transitioning the EVB  
5 business to StanCorp, for a period up to two years following the divestiture.

6 82. CA informed Allstate that such Divestiture Use was not permitted by the Agreements.

7 83. On information and belief, Allstate has engaged in such Divestiture Use in violation  
8 of the Agreements.

9 84. Allstate’s licenses to use the Divestiture Offerings governed by the CA Master  
10 Agreement are restricted to the internal operations of Allstate only.

11 85. Section 1 of the CA Master Agreement provided that only “Allstate and its majority-  
12 owned subsidiaries” were granted a license to use CA software, and that “Allstate is authorized to  
13 use the [CA software] . . . only for the internal operations of Allstate and its majority-owned  
14 subsidiaries and to process their own data.”

15 86. Moreover, the Agreements require Allstate to keep CA’s software strictly confidential  
16 and not to distribute or disclose it to third parties.

17 87. Section 15 of the CA Master Agreement requires Allstate to keep CA’s software  
18 strictly confidential and not to distribute or disclose the software to anyone other than Allstate’s  
19 authorized employees. The CA Master Agreement contains no divestiture rights.

20 88. CA has fully performed its obligations under the Agreements.

21 89. Allstate has breached the Agreements by using the Divestiture Offerings for use other  
22 than for its internal business operations and/or authorized users. Specifically, Allstate has used the  
23 Divestiture Offerings for the benefit of its divested EVB business.

24 90. On information and belief, Allstate also has breached the Agreements by disclosing  
25 CA’s confidential and proprietary information to StanCorp.

26 91. As a direct and proximate result of Allstate’s breach, CA has suffered damages, in an  
27 amount to be proven at trial but believed to be in excess of \$80,000,000.

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**COUNT V**

**Breach of Contract (Failure to Permit Audit and Provide Records)  
(Against Allstate)**

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3 92. CA realleges and incorporates by reference all foregoing allegations of its Complaint  
4 as if fully set forth herein.

5 93. Through the 2021 Order Form, CA agreed to license its software to Allstate, including  
6 but not limited to ESP Workload Automation 12.0 and XCOM Data Transport for z/OS 12.0. The  
7 2021 Order Form provides that Allstate’s use of CA’s software and services is governed by the 2021  
8 Order Form and the CA Master Agreement.

9 94. The 2021 Order Form include a “CA Audit” requirement, which granted CA the right  
10 to “verify compliance with this Order Form and the [CA Master Agreement]” and “engage an  
11 independent auditor.”

12 95. The CA Audit provision is a material term of the 2021 Order Form and CA Master  
13 Agreement.

14 96. On April 29, 2025, CA issued a written demand to verify Allstate’s compliance with  
15 the 2021 Order Form and CA Master Agreement.

16 97. On May 6, 2025, Allstate confirmed that it had received the audit demand but did not  
17 provide a timeline for when it would comply with the audit.

18 98. CA followed up with additional requests on May 13, May 20, June 3, June 13, June  
19 20, June 27, and July 3, reiterating its contractual audit rights.

20 99. Allstate failed and refused to timely permit the audit.

21 100. CA has performed its obligations under the 2021 Order Form, including by providing  
22 more than 60 days’ notice to comply with the audit demand.

23 101. Allstate has breached the 2021 Order Form by not complying with CA’s audit  
24 demand.

25 102. Allstate’s failure to comply has impaired CA’s ability to protect its rights, including  
26 its ability to detect and remediate copyright infringement.

27 103. Evidence relevant to determining infringement and calculating damages is at risk of  
28 being lost, destroyed, or rendered incomplete due to Allstate’s prolonged obstruction.

1 104. CA has also incurred expenses in attempting to enforce its audit rights.

2 105. CA has suffered damages as a result of Allstate’s failure to comply with the audit in  
3 an amount to be determined at trial.

4 106. CA also seeks specific performance compelling Allstate to immediately provide  
5 complete access to all records, data, systems, and materials necessary to verify compliance with the  
6 2021 Order Form and CA Master Agreement.

7 107. CA also seeks preliminary and permanent injunctive relief enjoining Allstate from  
8 destroying, altering, or concealing any records relating to the use of CA’s copyrighted works.

9 **COUNT VI**  
10 **Breach of the Implied Covenant of Good Faith and Fair Dealing**  
11 **(Against Allstate)**

12 108. CA realleges and incorporates by reference all foregoing allegations of its Complaint  
13 as if fully set forth herein.

14 109. CA and Allstate entered into the 2021 Order Form which, among other terms, granted  
15 CA the right to “verify compliance with this Order Form and the [CA Master Agreement]” and  
16 “engage an independent auditor.”

17 110. Allstate’s refusal to cooperate with and systematically delaying or obstructing the  
18 audit demanded by CA pursuant to its rights under the 2021 Order Form constitutes a breach of the  
19 implied covenant of good faith and fair dealing inherent in every contract.

20 111. Allstate’s conduct has unfairly frustrated the purpose of the Agreements by depriving  
21 CA of the benefit of its audit right and the ability to detect unlicensed or infringing uses and  
22 noncompliance with the 2021 Order Form and CA Master Agreement.

23 112. CA has performed its obligations under the 2021 Order Form, including by providing  
24 more than 60 days’ notice to comply with the audit demand.

25 113. As a proximate result of Allstate’s breach of the implied covenant of good faith and  
26 fair dealing, CA has suffered damages in an amount to be determined at trial, including but not limited  
27 to: loss of access to records necessary to identify infringement and noncompliance; loss of evidence  
28 essential to quantify damages; costs incurred in attempting to secure compliance.

114. CA also seeks specific performance compelling Allstate to immediately provide

1 complete access to all records, data, systems, and materials necessary to verify compliance with the  
2 2021 Order Form and CA Master Agreement.

3 115. CA also seeks preliminary and permanent injunctive relief enjoining Allstate from  
4 destroying, altering, or concealing any records relating to the use of CA’s copyrighted works.

5 **COUNT VII**  
6 **Declaratory Judgment**  
7 **28 U.S.C. § 2201**  
8 **(Against Allstate)**

9 116. CA realleges and incorporates by reference all foregoing allegations of its Complaint  
10 as if fully set forth herein.

11 117. An actual, present, and justiciable controversy exists between CA and Allstate  
12 concerning the proper interpretation of the Agreements.

13 118. Through the 2021 Order Form, CA agreed to license its software to Allstate, including  
14 but not limited to ESP Workload Automation 12.0 and XCOM Data Transport for z/OS 12.0. The  
15 2021 Order Form provides that Allstate’s use of CA’s software and services is governed by the 2021  
16 Order Form and the CA Master Agreement.

17 119. On February 25, 2025, Allstate sent a letter to Symantec (a company no longer in  
18 existence) notifying Symantec of Allstate’s planned divestiture of its EVB business to StanCorp. In  
19 that February 25 notice letter to Symantec and subsequent correspondence with CA, Allstate  
20 expressed its intent to use certain Divestiture Offerings in connection with transitioning the EVB  
21 business to StanCorp, for a period up to two years following the divestiture.

22 120. CA informed Allstate that such Divestiture Use was not permitted by the Agreements.

23 121. Allstate has engaged in such Divestiture Use in violation of the Agreements. On May  
24 1, 2025, Allstate sent a letter to CA’s outside counsel claiming it disagrees with CA’s characterization  
25 of the applicable agreements and the underlying facts. Allstate further claimed that it “has acted –  
26 and continues to act – in accordance with its rights and obligations under the relevant contracts.”

27 122. The parties’ dispute over the meaning of the Agreements has created substantial  
28 uncertainty and threatens to impair CA’s rights.

123. CA seeks a declaratory judgment under 28 U.S.C. § 2201 that the Agreements should

1 be interpreted consistent with CA’s interpretation, and that Allstate’s contrary interpretation is  
2 without merit.

3 124. Specifically, CA seeks a declaratory judgment that Allstate’s licenses to use the  
4 Divestiture Offerings governed by the CA Master Agreement are restricted to the internal operations  
5 of Allstate only.

6 125. CA also seeks a declaratory judgment that the CA Master Agreement contains no  
7 divestiture rights and does not permit any Divestiture Use.

8 126. Declaratory relief is necessary and appropriate to resolve this dispute, provide  
9 certainty to the parties, and avoid further harm to CA.

10 **JURY TRIAL DEMANDED**

11 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, CA demands a trial by  
12 jury on all issues triable as such.

13 **PRAYER FOR RELIEF**

14 CA requests the following relief:

15 1. Specific performance compelling Allstate to immediately provide complete access to  
16 all records, data, systems, and materials subject to audit under the 2021 Order Form;

17 2. Preliminary and permanent injunctive relief enjoining Allstate from destroying,  
18 altering, or concealing any records relating to the use of CA’s copyrighted works and/or  
19 noncompliance with the Agreements;

20 3. An injunction requiring Defendants to cease its unauthorized use, reproduction, and  
21 distribution of CA’s copyrighted software listed in Schedule A;

22 4. Compensatory damages to be proven at trial, including:  
23 a. Direct damages resulting from Defendants’ breaches;  
24 b. Consequential damages, including loss of evidence and impairment of Plaintiff’s  
25 ability to enforce its copyrights;  
26 c. Costs and expenses incurred in enforcing the audit rights;

27 5. Actual damages and Defendants’ profits attributable to the infringement under 17  
28 U.S.C. § 504(b) or, in the alternative, statutory damages under 17 U.S.C. § 504(c);

1 6. Costs and reasonable attorney's fees under 17 U.S.C. § 505;

2 7. Declaratory judgement that the Agreements are properly interpreted consistent with  
3 CA's position as set forth above;

4 8. Judgment in favor of CA and against Defendants; and

5 9. All other relief, legal or injunctive, as the Court finds appropriate.

6 Dated: July 14, 2025

HUESTON HENNIGAN LLP

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By:   
Alison L. Plessman

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*Attorneys for Plaintiff*  
*CA, Inc. d/b/a CA Technologies*

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**SCHEDULE A**

<b>Exhibit</b>	<b>CA Software</b>	<b>Registration Number</b>
<b>A</b>	ESP Workload Automation 12.0	<b>TX 9-472-622</b>
<b>B</b>	ESP Workload Automation 11.4	<b>TX 9-472-389</b>
<b>C</b>	CA ESP Workload Automation 11.3	<b>TX 9-472-396</b>
<b>D</b>	CA ESP Workload Manager 5.5	<b>TX 9-472-392</b>
<b>E</b>	XCOM Data Transport for z/OS 12.0	<b>TX 9-506-689</b>

# **EXHIBIT A**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shira Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**TX 9-472-622**

**Effective Date of Registration:**  
February 03, 2025  
**Registration Decision Date:**  
February 26, 2025

## Title

**Title of Work:** ESP Workload Automation 12.0

## Completion/Publication

**Year of Completion:** 2020  
**Date of 1st Publication:** June 30, 2020  
**Nation of 1st Publication:** United States

## Author

- Author:** CA, Inc.
- Author Created:** computer program
- Work made for hire:** Yes
- Citizen of:** United States

## Copyright Claimant

**Copyright Claimant:** CA, Inc.  
3421 Hillview Ave, Palo Alto, CA, 94304-1320, United States

## Limitation of copyright claim

**Material excluded from this claim:** computer program, Code from previous versions of CA ESP Workload Automation/Manager/Cybermation and open source software.

**New material included in claim:** computer program

## Rights and Permissions

**Organization Name:** CA, Inc.  
**Email:** copyright.notice@broadcom.com  
**Address:** 3421 Hillview Ave  
Palo Alto, CA 94304 United States

**Certification**

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**Name:** Amanda Swaim  
**Date:** February 03, 2025

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# **EXHIBIT B**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**TX 9-472-389**

**Effective Date of Registration:**  
January 31, 2025

**Registration Decision Date:**  
February 26, 2025

## Title

**Title of Work:** ESP Workload Automation 11.4

## Completion/Publication

**Year of Completion:** 2013  
**Date of 1st Publication:** March 31, 2013  
**Nation of 1st Publication:** United States

## Author

• **Author:** CA, Inc.  
**Author Created:** computer program  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

**Copyright Claimant:** CA, Inc.  
3421 Hillview Ave, Palo Alto, CA, 94304-1320, United States

## Limitation of copyright claim

**Material excluded from this claim:** computer program, Code from previous versions of CA ESP Workload Automation/Manager/Cybermation.

**New material included in claim:** computer program

## Rights and Permissions

**Organization Name:** CA, Inc.  
**Email:** copyright.notice@broadcom.com  
**Address:** 3421 Hillview Ave  
Palo Alto, CA 94304 United States

**Certification**

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**Name:** Amanda Swaim  
**Date:** January 31, 2025

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# **EXHIBIT C**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**TX 9-472-396**  
**Effective Date of Registration:**  
January 31, 2025  
**Registration Decision Date:**  
February 26, 2025

## Title

**Title of Work:** CA ESP Workload Automation 11.3

## Completion/Publication

**Year of Completion:** 2010  
**Date of 1st Publication:** March 31, 2010  
**Nation of 1st Publication:** United States

## Author

- **Author:** CA, Inc.  
**Author Created:** computer program  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

**Copyright Claimant:** CA, Inc.  
3421 Hillview Ave, Palo Alto, CA, 94304-1320, United States

## Limitation of copyright claim

**Material excluded from this claim:** computer program, Code from previous versions of CA ESP Workload Automation/Manager/Cybermation.

**New material included in claim:** computer program

## Rights and Permissions

**Organization Name:** CA, Inc.  
**Email:** copyright.notice@broadcom.com  
**Address:** 3421 Hillview Ave  
Palo Alto, CA 94304 United States

**Certification**

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**Name:** Amanda Swaim  
**Date:** January 31, 2025

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# **EXHIBIT D**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**TX 9-472-392**  
**Effective Date of Registration:**  
January 31, 2025  
**Registration Decision Date:**  
February 26, 2025

## Title

**Title of Work:** CA ESP Workload Manager 5.5

## Completion/Publication

**Year of Completion:** 2007  
**Date of 1st Publication:** July 31, 2007  
**Nation of 1<sup>st</sup> Publication:** United States

## Author

- Author:** CA, Inc.  
**Author Created:** computer program  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

**Copyright Claimant:** CA, Inc.  
3421 Hillview Ave, Palo Alto, CA, 94304-1320, United States

## Limitation of copyright claim

**Material excluded from this claim:** computer program, Code from previous versions of CA ESP Workload Manager/Cybermation.

**New material included in claim:** computer program

## Rights and Permissions

**Organization Name:** CA, Inc.  
**Email:** copyright.notice@broadcom.com  
**Address:** 3421 Hillview Ave  
Palo Alto, CA 94304 United States

**Certification**

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**Name:** Amanda Swaim  
**Date:** January 31, 2025

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# **EXHIBIT E**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

**Registration Number**  
**TX 9-506-689**  
**Effective Date of Registration:**  
May 28, 2025  
**Registration Decision Date:**  
June 04, 2025

## Title

**Title of Work:** XCOM Data Transport for z/OS 12.0

## Completion/Publication

**Year of Completion:** 2014  
**Date of 1st Publication:** July 11, 2014  
**Nation of 1st Publication:** United States

## Author

- Author:** CA, Inc.  
**Author Created:** computer program  
**Work made for hire:** Yes  
**Citizen of:** United States

## Copyright Claimant

**Copyright Claimant:** CA, Inc.  
3421 Hillview Ave, Palo Alto, CA, 94304-1320, United States

## Limitation of copyright claim

**Material excluded from this claim:** computer program, Code from previous versions of CXCOM Data Transport for z/OS and open source software.

**New material included in claim:** computer program

## Rights and Permissions

**Organization Name:** CA, Inc.  
**Email:** copyright.notice@broadcom.com  
**Address:** 3421 Hillview Ave  
Palo Alto, CA 94304 United States

**Certification**

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**Name:** Amanda Swaim  
**Date:** May 28, 2025

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**Correspondence:** Yes