

STATE OF MICHIGAN  
IN THE OAKLAND COUNTY CIRCUIT COURT

HTC GLOBAL SERVICES,  
a Michigan corporation

Case No. 15-147999-CK

Plaintiff,

-v-

Hon. Leo Bowman

SRINIVAS PAIDIPALLY,  
an individual

Defendant.

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5700 Crooks Road  
Suite 220  
Troy, MI 48098  
P: 248-375-1000

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**DEFENDANT SRINIVAS PAIDIPALLY'S SUPPLEMENTAL  
OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

Mr. Paidipally submits the following Supplemental Opposition to Plaintiff's Motion for Preliminary Injunctive Relief and pursuant to the Court's 8/27/2015 Order requiring Defendant to provide additional evidence in opposition to Plaintiff's Motion to Show Cause.

On September 3, 2015, Plaintiff's corporate representative was deposed. Based on Plaintiff's deposition testimony and in addition to the facts and law set forth in Defendant's initial Opposition to Plaintiff's Motion for Preliminary Injunction, Plaintiff's motion for injunctive relief should be denied. These additional reasons are as follows:

- I. Plaintiff admitted it is only seeking monetary damages in this lawsuit, which makes injunctive relief unavailable under Michigan law. In contrast, significant and irreparable harm will result to Defendant – the sole income earner for his immediate and extended family – whose employment also provides health insurance benefits needed for the care of his family.**

Plaintiff's motion should be denied because Plaintiff's corporate representative, Laurie Maria, Director of Finance, unequivocally testified that Plaintiff is only seeking

monetary damages in this litigation. See Ex. A: Dep. Trans. HTC Representative, L. Maria, p. 100<sup>1</sup>

This admission alone precludes the awarding of injunctive relief to Plaintiff. See *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 10, 753 NW 2d 595 (2008) (Reversing award of injunction relief and vacating preliminary injunction because money damages were available as a remedy). In sum, under Michigan law injunctive relief can only be issued **if** there is no adequate remedy at law and there exists a real and imminent danger of irreparable injury." Id.; see also *Davis v City of Detroit Financial Review Team*, 296 Mich App 568, 613, 821 NW 2d 896, 918 (2012). For these reasons and consistent with Michigan law, injunctive relief should not be awarded.

In contrast, Defendant is the sole income earner for his family. See Exhibit B: Affidavit of S. Paidipally. He also provides financial support for his parents. Id. Additionally, his family depends upon the health insurance Defendant has through his current employer. Id. As such, Defendant and his family will suffer irreparable harm if Plaintiff somehow convinces this Court that injunctive relief should be issued.

**II. Defendant noticed Plaintiff's corporate representative who was most knowledgeable about Defendant's employment and the State Farm email representing Plaintiff agreed to forego enforcement of the subject noncompete restrictions for State Farm. However, the representative Plaintiff produced admitted time and time again she lacked the requisite knowledge and repeatedly referenced another corporate officer who had such knowledge. In sum, Plaintiff has failed to comply with its discovery obligations and opted to intentionally frustrate Defendant's ability to obtain admissible testimony in advance of the show cause hearing.**

On September 3, 2015, Plaintiff's corporate representative was deposed. A copy of

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<sup>1</sup> Ms. Maria testified as follows:

- Q. ... what are the damages you are claiming in this lawsuit, you being HTC?  
 A. Well, if he was still an HTC employee, HTC would be receiving revenue based on his employment.  
 Q. Other than those monetary damages, are there any other damages you can think of today?  
 A. Well, it's cost us [legal fees] to try to enforce the contract

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that deposition notice is attached as Exhibit C. Plaintiff produced its director of finance, Ex. A: Dep. Trans. HTC Representative, L. Maria, p. 4. Production of Ms. Maria was traveling in a violation under MCR 2.306(B)(5) for several reasons.

First, she did not have any first-hand experience with Defendant's work experience, which was an area of inquiry under the deposition notice. *Id.*, p. 22; See Ex. C.

Second, one of the specific areas Defendant identified for inquiry was the person most knowledgeable about the evidence produced in this case showing that Plaintiff agreed to forgo its noncompete restrictions and allow Defendant to work directly for State Farm.

Plaintiff's corporate representative confirmed that the person who sent the email showing that Plaintiff agreed to forgo enforcement of its noncompete restrictions is working for State Farm's recruiting department. HTC Representative, L. Maria, p. 54. And she further admitted, that Plaintiff cannot refute the authenticity of the subject email attached to Defendant's Opposition. HTC Representative, L. Maria, p. 54.<sup>2</sup>

However, Plaintiff's corporate representative unequivocally testified that she ignored the remainder of the deposition notice areas for questioning relating to this email and the underlying procedures used to obtain Plaintiff's agreement to forgo enforcement of noncompete restrictions:

**Q. Sitting here today, did you discuss that with HR in terms of what documentation they have [referring to prior question asking for the documentation used by State Farm to initiate a discussion to have HTC waive its noncompete obligations]?**

**A. No.**

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<sup>2</sup> That testimony is as follows:

Q. Have you or anybody at HTC reached out to Ms. Dawn Walters to verify the authenticity of this email?

A. Not that I'm aware of, no.

Q. So if Mr. Paidipally or Ms. Walters either attested to in an affidavit or otherwise testified that this was an accurate email, you wouldn't have any basis to refute that sitting here today, correct?

A. Correct.

Ex. A, p. 51.

In other words, it appears Plaintiff specifically initially began to investigate the authenticity of the State Farm email (i.e. confirming Ms. Walters worked in State Farm's recruiting department), but chose to ignore further investigation in this matter showing that Defendant was advised by State Farm that Plaintiff agreed to forgo enforcement of its noncompete restrictions.

Plaintiff's gamesmanship with respect to discovery continued throughout the deposition. Specifically, one of the specific areas for inquiry identified was Plaintiff's business relationship with Defendant's current employer, State Farm, and the history and process of Plaintiff agreeing to forego enforcement of any noncompete or other post-employment restrictions in order to allow State Farm to directly hire such individual. Id.

However, she repeatedly testified the individual who should be asked these questions to someone named "Narayan" within Plaintiff's organization.

Q. Do you know the process by which State Farm will initiate that discussion to have HTC waive its [noncompete] obligations?

A. Again, **my understanding is that External Sourcing comes to our manager of the Alliance Team who is Narayan and they present a business case.**

Q. I guess I'm asking you, is there any sort of paper trail or records that would show that this request by State Farm had been made?

A. **I don't know that there is any formal documents** outside of, you know, the official release of the employee as an HTC employee and the rebadging as of State Farm.

Q. Is there a documentation on HTC's side, its business side, that documents we release individual whoever from his or her contractual obligations?

A. **I'm not aware of it. I am assuming that would reside with HR.**

Q. Did he mention that our process is to have a formal waiver, some sort of document to

reflect this agreement?

A. No. He mentioned the process that External Sourcing comes to him directly.

Id., p. 51-52.

Third, Plaintiff has not supported its motion for injunctive relief with a verified complaint or any affidavits. And when given the chance to provide admissible evidence in the form of testimony, Plaintiff played games by producing a corporate representative who lacked the requisite knowledge to address the areas of inquiry called for in the deposition notice, which is a violation of MCR 2.306(B)(5). See exhibit C. Accordingly, this Court should not reward Plaintiff's gamesmanship by awarding injunctive relief, especially where Plaintiff has failed to support such relief.

**III. Plaintiff's noncompete restriction is not enforceable under Michigan law and the facts presented in this case because it does not protect a "reasonable competitive business interests" and it precludes Defendant from using his**

Plaintiff has burden of showing that its noncompete agreement is statutorily enforceable under MCL 445.774a. According to the deposition testimony of Plaintiff's corporate representative, however, its purported noncompete agreement is not enforceable under Michigan law and the circumstances presented.

A noncompete agreement is only enforceable to the extent it "protects an employer's reasonable competitive business interests ..." (MCL445.774a) and to the extent it does not restrict the employee from using his or her general skills and knowledge. Plaintiff's lawsuit violates both of these threshold requirements.

Specifically, Plaintiff testified that the "reasonable competitive business interests" its noncompete restriction subject to this lawsuit is intended to protect is preventing individuals like Defendant from working for Plaintiff's competitors who, in turn, reassigns that employee to work for Plaintiff's customer.

Q. You would agree that [Mr. Paidipally] could work for those [HTC's] competitors, correct?

A. **So long as the end user was not a customer of HTC.**

Ex. A: Dep. Trans. HTC Representative, p. 92 (emphasis added).

Plaintiff's corporate representative later confirm this conclusion at multiple points in the deposition:

Again, I'm saying that while he was with State Farm, he also gained knowledge and everything of HTC. **So working at a competitor at that same client, we would be concerned of what was being shared.**

Ex. A: Dep. Trans. HTC Representative, p. 93 (emphasis added).

Q. HTC's not trying to protect itself against its employees working for competitors. It's actually protecting itself from the individual going to -- at the end of the day providing services to somebody HTC considers a customer?

A. I would not phrase it that way because HTC's concern is that they are familiar with HTC's way of doing things, HTC's processes at that customer **and then they are going to our competitor and they might be sharing some of that same information that they developed while they were employees at HTC.**

Id., p. 95 (emphasis added).

Accordingly, Plaintiff's representative left no doubt that the subject noncompete restriction does not apply to the factual circumstances presented in this lawsuit because Defendant is not working for a competitor.

In contrast, Plaintiff seeks to restrict Mr. Paidipally from working for a company that does not compete whatsoever against Plaintiff and from using his considerable and expansive education, skills, and knowledge with respect to IT services. See Ex. B: Mr. Paidipally's Resume.

**IV. Plaintiff has not offered a scintilla of admissible evidence to support its claim for injunctive relief in the form of a verified compliant, affidavit or other admissible evidence. And to grant such a relief in**

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**absence of such evidence where Defendant and his family will incur substantial and actual irreparable harm is inconsistent with Michigan law.**

"An injunction represents an extraordinary and drastic use of judicial power that should be employed sparingly and only with full conviction of its urgent necessity." *Davis v City of Detroit Financial Review Team*, 296 Mich App. 568, 613, 821 NW 2d 896, 918 (2012).

But Plaintiff's Motion for injunctive relief does not come within an area code of making this showing in that it is not supported by a verified complaint, affidavits, or other admissible evidence. See Complaint and Motion. Accordingly, Plaintiff has not carried its burden for injunctive relief.

**CONCLUSION**

For the reasons set forth above and in Defendant's previously filed Opposition, Plaintiff has failed to support all the factors related to the issuance of an injunction. Accordingly, its motion for injunctive relief should be denied.

Respectfully submitted,

Shinn Legal, PLC

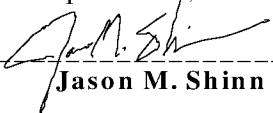
Dated: September 8, 2015

/s/ Jason M. Shinn/

Jason M. Shinn  
Counsel for Defendant  
Mr. Paidipally

**PROOF OF SERVICE**

The undersigned certifies that a copy of the preceding instrument uploaded to the Oakland County Circuit Court Wiznet e-file system for service upon the attorneys of record of all parties to the above cause on September 8, 2015.

By:  -----  
Jason M. Shinn

# Exhibit A



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STATE OF MICHIGAN  
IN THE OAKLAND COUNTY CIRCUIT COURT  
HTC GLOBAL SERVICES,  
Plaintiff,  
vs.  
SRINIVAS PAIDIPALLY,  
an individual,  
Defendant.

CASE NO. 15-147999-CK  
HON. LEO BOWMAN

Deposition of: LAURIE MARIA

Taken at: John G. Coutilish, P.C.  
5700 Crooks Road, Suite 220  
Troy, Michigan 48098-2809

Commencing at: 10:15 a.m.

Taken on: Thursday, September 3, 2015

Taken before: Laura L. Redlowsk, CSR-4681

APPEARANCES:

JOHN G. COUTILISH (P40562)  
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(248) 375-1000

Appearing on behalf of the Plaintiff.

JASON M. SHINN (P64453)  
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Appearing on behalf of the Defendant.

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10 (Plaintiff's Complaint for Civil Damages  
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1 before?  
2 THE WITNESS: Yes.  
3 MR. SHINN: This will probably be fresh  
4 for you but just to go over a couple ground rules to  
5 hopefully make this more streamline and efficient.  
6 I'm going to be asking a series of  
7 questions. If at any point I ask a question that's  
8 not entirely clear or if it doesn't make sense to  
9 you, just let me know, I'll be more than happy to  
10 restate it and clarify it to the best of my ability.  
11 If you don't know, that's fine, just let  
12 me know that. And if you need a break, just let me  
13 know and we'll be more than happy to accommodate  
14 that. The only thing I ask is that if a question's  
15 on the table or it's been posed, that we get that  
16 question answered first.  
17 EXAMINATION  
18 BY MR. SHINN:  
19 Q. With that in mind, can you tell me your current  
20 position with HTC?  
21 A. Director of finance.  
22 Q. Are you -- do you have any corporate officer roles?  
23 A. I'm not sure I understand you.  
24 Q. Other than being director of finance, do you have any  
25 maybe board members, corporate officers in terms of

1 Troy, Michigan  
2 Thursday, September 3, 2015  
3 At about 10:15 a.m.  
4 (Deposition Exhibits 1 and 2 were  
5 marked.)  
6 \* \* \*  
7 LAURIE MARIA  
8 having been first duly sworn, was examined and  
9 testified on her oath as follows:  
10 MR. SHINN: Good morning, Ms. Maria. We  
11 met off the record briefly, but just for the record's  
12 sake, my name is Jason Shinn. I'm the attorney  
13 representing Mr. Paidipally in litigation that's been  
14 filed by HTC Global Services, Inc.  
15 I understand that you're employed by HTC  
16 Global, Inc.; is that correct?  
17 THE WITNESS: HTC Global Services, yes.  
18 MR. SHINN: I'm sorry. What's the name?  
19 THE WITNESS: HTC Global Services, Inc.  
20 I usually call it HTC Global Services.  
21 MR. SHINN: Okay. If I call it HTC or  
22 HTC Global, we'll know we're talking about the same  
23 company?  
24 THE WITNESS: Yes.  
25 MR. SHINN: Have you ever been deposed

1 secretary?  
2 A. I don't hold any secretary or treasurer or offices,  
3 board of directors, no.  
4 Q. How long have you been in the position of director of  
5 finance?  
6 A. Wow. Probably six years.  
7 Q. And how long have you been employed by HTC?  
8 A. Fifteen plus years.  
9 Q. And prior to being the director of finance, what was  
10 your role?  
11 A. Manager of accounting and finance.  
12 Q. And do you recall the approximate dates you held that  
13 position?  
14 A. Let's see. I would say I became manager of  
15 accounting and finance around 2003.  
16 Q. And how long did you have that position?  
17 A. Sorry. I'm going backwards. Let's see.  
18 Q. Looks like that might have covered your tenure.  
19 A. Because before that, I was the accounting manager.  
20 So from 2000 to 2003, I was the accounting manager.  
21 And from 2003 to about 2008, I guess.  
22 Q. And the accounting manager position, was that also  
23 with HTC?  
24 A. Yes.  
25 Q. So you held that up until about 2003. And when did

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1 A. No.

2 MR. SHINN: Mark this as Exhibit 3.

3 (Deposition Exhibit 3 was marked.)

4 MR. COUTILISH: This is his current

5 resume or resume at the time?

6 MR. SHINN: I believe it's is most

7 current. I'm not sure when it was last updated.

8 MR. COUTILISH: Look at it before you

9 answer any questions.

10 Q. (By Mr. Shinn) Ms. Maria, I appreciate that you just

11 testified that you weren't involved with

12 Mr. Paidipally when he was initially hired by HTC,

13 but what I have handed you is Mr. Paidipally's

14 resume. My understanding is it's his most recent

15 resume. I'm assuming you probably didn't see his

16 resume when he was first hired by HTC; is that

17 correct?

18 A. That would be correct.

19 Q. You wouldn't have any way of knowing if the

20 Exhibit 3, the resume of Mr. Paidipally in front of

21 you, was the same resume he would have submitted to

22 HTC at the time of his hire?

23 A. I wouldn't know, no.

24 Q. Obviously you wouldn't know if that resume was

25 correct or incorrect or anything like that. is that

1 true?

2 MR. COUTILISH: You're asking whether she

3 knows whether the contents of this multi-page resume

4 is correct or incorrect?

5 MR. SHINN: That's correct.

6 MR. COUTILISH: Objection to the form of

7 the question. Foundation.

8 Q. (By Mr. Shinn) That's what I'm asking. Do you have

9 any foundation to believe that anything there is

10 incorrect? I mean you said that you didn't look at

11 it when he was hired. So I'm just confirming the

12 corollary.

13 A. I'm not familiar with the details of his resume or

14 his educational background or work experience.

15 Q. My understanding is that Mr. Paidipally, his

16 employment with HTC ended in April 2014. Is that

17 your understanding?

18 A. That is my understanding.

19 Q. And do you have any personal knowledge as to the

20 circumstances why his employment ended?

21 A. No.

22 (Deposition Exhibit 4 was marked.)

23 Q. (By Mr. Shinn) Ms. Maria, I'm handing you what's

24 been marked as Exhibit 4. This is an email

25 communication and it's partly redacted with respect

1 to Mr. Paidipally communicating with his attorney,

2 me, and that's at the top of the page. However, the

3 rest of the document remains unredacted.

4 If you could take a moment and look at

5 that.

6 A. (The witness is looking at the document.)

7 Q. (By Mr. Shinn) Ms. Maria, beginning at the email

8 chain at the bottom of the page, it appears to be

9 from an individual named Suresh Subramanian?

10 A. Yes.

11 Q. Do you recognize that name?

12 A. Yes.

13 Q. Who is that person?

14 A. He's the VP of HR.

15 Q. Does he still have that position?

16 A. Yes.

17 Q. And this is an email that he sent on April 11th,

18 2014, correct?

19 A. Yes.

20 Q. And it was sent to Mr. Paidipally or at least emailed

21 that correspondence to Mr. Paidipally, do you see

22 that?

23 A. It appears to be his HTC email address but I do not

24 know what the Yahoo. I would assume it was his

25 personal email.

1 Q. Do you know why the company would have communicated

2 with him through a non-company email?

3 A. That is something that you would have to ask the HR

4 Department about. My understanding is that sometimes

5 they send communications to the personal email to

6 ensure that it is received

7 Q. Looking at Mr. Subramanian, and I'm slaughtering the

8 name and I apologize to him.

9 But looking at the email he sent to

10 Mr. Paidipally, in that second line, he notes that

11 Your last day of employment with HTC will be

12 04/25/2014.

13 Do you see that?

14 A. Yes.

15 Q. And then if you drop down to the next paragraph after

16 the bullet points, he notes: Please remember to

17 complete your time sheet till your last day of

18 employment and submit it

19 And he goes on to specify that his last

20 paycheck is a manual check that will be sent in the

21 mail and not direct deposited into his account.

22 Do you see that?

23 A. Yes.

24 Q. Now, looking at this email, does it refresh your

25 recollection as to the circumstances in which

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1 A. Yes.  
 2 Q. And how about the second person?  
 3 A. Yes.  
 4 Q. Same thing.  
 5 A. Same thing.  
 6 Q. So you agreed to let State Farm hire that person  
 7 directly?  
 8 A. Yes.  
 9 Q. And the third person?  
 10 A. Yes.  
 11 Q. Srinivas Reddy?  
 12 A. Yes.  
 13 Q. And when you're saying yes, just so the record's  
 14 clear, these are all individuals that you had  
 15 contractual restrictions or employment agreements in  
 16 place that had contractual, post employment  
 17 restrictions that would have precluded them from  
 18 working at State Farm. However, State Farm now  
 19 employs those individuals because HTC agreed to waive  
 20 those contractual restrictions?  
 21 A. While these employees were still employees of HTC,  
 22 the External Sourcing management came to HTC and  
 23 requested that they be allowed to hire them.  
 24 Q. Okay. And then that's the same response with respect  
 25 to Mr. Bhojanam?

1 A. Yes.  
 2 Q. And Marikkan, the next person?  
 3 A. Yes.  
 4 Q. And then Chittiprolu?  
 5 A. Yes.  
 6 Q. Are you aware of any other individuals that should be  
 7 added to this list in which HTC agreed to forego the  
 8 contractual restrictions to allow a direct hire by  
 9 State Farm?  
 10 A. I only researched these employees that were noted.  
 11 Q. Is there some sort of database or document that I  
 12 could ask for that would have a list of all the  
 13 individuals in which --  
 14 A. Not that I'm aware of.  
 15 Q. Do you know the process by which State Farm will  
 16 initiate that discussion to have HTC waive its  
 17 contractual obligations?  
 18 A. Again, my understanding is that External Sourcing  
 19 comes to our manager of the Alliance Team who is  
 20 Narayan and they present a business case.  
 21 Q. I guess I'm asking you, is there any sort of paper  
 22 trail or records that would show that this request by  
 23 State Farm had been made?  
 24 A. I don't know that there is any formal documents  
 25 outside of, you know, the official release of the

1 employee as an HTC employee and the rebadging as of  
 2 State Farm.  
 3 Q. Is there a documentation on HTC's side, its business  
 4 side, that documents we release individual whoever  
 5 from his or her contractual obligations?  
 6 A. I'm not aware of it. I am assuming that would reside  
 7 with HR.  
 8 Q. Sitting here today, did you discuss that with HR in  
 9 terms of what documentation they have?  
 10 A. No. I asked Narayan if he was familiar with these  
 11 people and if they were working at State Farm.  
 12 Q. Did he mention that our process is to have a formal  
 13 waiver, some sort of document to reflect this  
 14 agreement?  
 15 A. No. He mentioned the process that External Sourcing  
 16 comes to him directly.  
 17 MR. SHINN: Can you mark this as  
 18 Exhibit 5?  
 19 (Deposition Exhibit 5 was marked.)  
 20 (A break was taken from 11:44 until  
 21 11:55.)  
 22 Q. (By Mr. Shinn) Ms. Maria, I'm showing you what's  
 23 been marked as Exhibit No. 5. So the record is  
 24 clear, this is a email chain. At the top is my  
 25 information but I want to ask some questions about

1 the content below that. So if you can take a moment  
 2 to look at it.  
 3 A. (The witness is looking at the document.)  
 4 Q. I'll direct you to where I'll start in.  
 5 This appears to be an email from Dawn  
 6 Walters. And Dawn has a statefarm.com email address.  
 7 Do you see that?  
 8 A. Yes.  
 9 Q. And she's sending this to Srinivas Paidipally and  
 10 it's that same Yahoo account that was identified  
 11 earlier on in one of the exhibits. Do you see that?  
 12 A. Yes.  
 13 Q. That was sent on March 16, 2015. And directly below  
 14 that, it appears to be an email from Mr. Paidipally.  
 15 Again, his Yahoo account that was identified earlier,  
 16 and that's an email sent on March 16th to Dawn  
 17 Walters.  
 18 Subject line: State Farm Management  
 19 Interview invitation.  
 20 Now before today, have you ever seen this  
 21 email, this document, this particular email  
 22 communication?  
 23 MR. COUTILISH: Before you answer,  
 24 Laurie, I'd like to place an objection on the record.  
 25 It appears that those are the dates and times when

1 the emails were sent. Since we haven't had this  
 2 verified by anybody who actually sent or received the  
 3 email, it just -- it appears on the document to be  
 4 that and I want the record to reflect that it has not  
 5 been established on this record that any of those  
 6 emails were actually sent or received on the dates in  
 7 question.  
 8 Go ahead and answer if you can, if you've  
 9 seen this before.  
 10 A. I've seen something similar, yes.  
 11 Q. (By Mr. Shinn) When you say something similar, what  
 12 do you mean?  
 13 A. I believe John forwarded something. I'm not sure if  
 14 it -- it looks like this is, this could have had  
 15 something at the end. So I don't know if we received  
 16 something that was more complete or if this was all.  
 17 I just remember seeing something along this line.  
 18 Q. Are you aware, do you have any information to suggest  
 19 that these dates or this email is somehow inaccurate  
 20 or fabricated or anything of that nature?  
 21 A. I'm not aware.  
 22 Q. Have you or anybody at HTC reached out to Ms. Dawn  
 23 Walters to verify the authenticity of this email?  
 24 A. Not that I'm aware of, no.  
 25 Q. So if Mr. Paidipally or Ms. Walters either attested

1 Q. Could you explain why the distinction?  
 2 A. Well, even our employees that work at a State Farm  
 3 site or work in our facilities on State Farm, have  
 4 State Farm email addresses for ease of  
 5 communications.  
 6 Q. So Mr. Paidipally would have had a State Farm email  
 7 address?  
 8 A. That's my understanding.  
 9 Q. Does HTC have access to that, in Mr. Paidipally's  
 10 case, his State Farm email address?  
 11 A. What it is currently?  
 12 Q. No. While he was employed with HTC, was there any  
 13 way for HTC to log into Mr. Paidipally's State Farm  
 14 assigned email account?  
 15 A. It would only be somebody with State Farm access.  
 16 It's not that they could log into his email but they  
 17 could see and communicate with his State Farm email.  
 18 Q. I'm sorry. Was there anybody at HTC who could log  
 19 into Mr. Paidipally's State Farm email account?  
 20 A. Are you saying to log in as far as reviewing his  
 21 email?  
 22 Q. Correct. Reviewing his email, seeing what he sent,  
 23 what he received. Any access whatsoever to his State  
 24 Farm email.  
 25 A. It's my understanding that HTC does not have that

1 to in an affidavit or otherwise testified that this  
 2 was an accurate email, you wouldn't have any basis to  
 3 refute that sitting here today, correct?  
 4 A. Correct.  
 5 Q. Now, dropping down to Mr. Paidipally's email to  
 6 Ms. Walters -- and I'm sorry. Let me ask you a  
 7 question.  
 8 Do you recognize Ms. Walters' email just  
 9 beginning at the @statefarm.com. To your knowledge,  
 10 is that the company, the State Farm Company email  
 11 handle?  
 12 A. Yes.  
 13 Q. And have you ever had any personal interaction either  
 14 email, phone or other with Dawn Walters?  
 15 A. No.  
 16 Q. Do you know who Ms. Dawn Walters is?  
 17 A. I did ask Narayan if he was familiar with her. He  
 18 was not familiar with her but went on to their system  
 19 and found out that she was in their Recruitment  
 20 Department.  
 21 Q. So he confirmed that Ms. Walters is actually a State  
 22 Farm employee in their Recruiting Department?  
 23 A. He did not confirm that she is a State Farm employee.  
 24 He confirmed that she is working in their Recruiting  
 25 Department.

1 access.  
 2 Q. Returning to Mr. Paidipally's email. In that second  
 3 line, he writes: Did you get approval (contractual  
 4 obligations) from HTC to recruit me as a State Farm  
 5 employee?  
 6 Do you see that?  
 7 A. Yes.  
 8 Q. Aside from this, the Employment Agreement that's  
 9 attached to the Complaint, Exhibit 1, are there any  
 10 other contractual obligations that Mr. Paidipally  
 11 would have had with HTC?  
 12 A. I would have to look at his permanent folder to see  
 13 if there are any other documents signed by him.  
 14 Q. Sitting here today, are you aware of any other  
 15 contractual obligations that Mr. Paidipally had with  
 16 HTC?  
 17 A. Sitting here today, no.  
 18 MR. COUTLISH: You're talking about in  
 19 addition to his contract?  
 20 MR. SHINN: In addition to what's  
 21 identified in the Complaint as Exhibit A.  
 22 A. Right.  
 23 Q. (By Mr. Shinn) Now, Ms. Walters replies to  
 24 Mr. Paidipally's email. And she notes, yes.  
 25 Do you see that?

1 Non-Solicitation Provision. Would you agree that  
2 Mr. Paidipally has not solicited any of HTC's  
3 Employees? Do you have any knowledge or facts that  
4 would suggest that he somehow solicited any  
5 employees?

6 A. I'm not aware of any solicitation of HTC employees by  
7 Mr. Paidipally.

8 Q. And just to drill down the core problem that HTC has  
9 that it's trying to rectify in this lawsuit is the  
10 fact he is directly employed by State Farm in the  
11 Richardson, Texas position, correct?

12 MR. COUTILISH: Objection the form of the  
13 question. Calls for a legal conclusion as to what  
14 the plaintiff's Complaint core issue or core problem  
15 is. The document speaks for itself. She's not a  
16 lawyer, she can't answer the question.

17 But answer it if you can.

18 Q. (By Mr. Shinn) Let me ask you this. Why did HTC  
19 file this lawsuit against Mr. Paidipally?

20 A. In our opinion, he violated his non-compete.

21 Q. And how did he violate that?

22 A. By taking a job with a customer of ours.

23 Q. Who -- what are some competitors of HTC?

24 MR. COUTILISH: Objection.

25 Q. (By Mr. Shinn) You mentioned Kelly Services. Is

1 So under the non-compete agreement that  
2 Mr. Paidipally, that your company is seeking to  
3 enforce, he could go work for any of those  
4 competitors that you identified so long as those  
5 competitors were not -- well, let me ask you this.  
6 You would agree that he could work for those  
7 competitors, correct?

8 A. So long as the end user was not a customer of HTC.

9 Q. So with that caveat, he could work for any  
10 competitor, correct, that was not an end user as that  
11 phrase is identified or used in this agreement,  
12 correct?

13 MR. COUTILISH: Objection. When you  
14 restated her answer, you didn't restate her answer  
15 exactly the way she put it.

16 The question changed and mischaracterizes  
17 her testimony. That's not what she said.

18 Q. (By Mr. Shinn) Under this agreement that your  
19 company is seeking to enforce, Mr. Paidipally could  
20 go work for any of the competitors you've identified  
21 and those that you did not identify, as long as he  
22 was not working for an end user; is that correct?

23 MR. COUTILISH: Again, mischaracterizes  
24 her testimony. An end user who's a customer of the  
25 plaintiff.

1 Kelly Services a competitor?

2 A. We don't consider them a competitor.

3 Q. Who did you consider a competitor?

4 A. Covansys.

5 Q. Can you spell that?

6 A. C-O-V-A-N-S-Y-S. Cognisant, C-O-G-N-I-S-A-N-T. HCL.

7 Q. Is HCL an acronym or is that the name of the company?

8 A. That's the name.

9 Q. Any others?

10 A. I mean you want to get into it, I guess IBM would be  
11 a competitor, Accensure, Tech Systems. There are IT  
12 companies, I mean --

13 MR. COUTILISH: So is the list extensive?

14 Can you name some examples?

15 THE WITNESS: I've named examples of  
16 people that we look at when --

17 MR. COUTILISH: Objection. You're asking  
18 for a narrative because she'd have to name every tech  
19 company that is in space and that might take us a  
20 long time. I assume that's not what you're doing.

21 MR. SHINN: I'm sorry, is a narrative an  
22 objection in the Michigan Court Rules?

23 MR. COUTILISH: Yes, yeah. It's to the  
24 form of the question. Form of the question.

25 Q. (By Mr. Shinn) I'll have to look that up.

1 Q. (By Mr. Shinn) Do you want to adopt his testimony as  
2 your answer?

3 MR. COUTILISH: It's not testimony, it's  
4 an objection. It mischaracterizes her testimony.  
5 She didn't say any end user.

6 Q. (By Mr. Shinn) You can say yes or no because it will  
7 hopefully speed this up. But if you want to just say  
8 what he said and then we'll swear him in and we'll  
9 move ahead with that.

10 MR. COUTILISH: You mischaracterized her  
11 testimony. I'm not going to let her be misled by  
12 your mischaracterization. I have a right to object  
13 to it.

14 MR. SHINN: Yeah. Mischaracterization is  
15 a proper objection.

16 MR. COUTILISH: I can state the basis of  
17 the objection, why it's a mischaracterization.

18 A. The company would object to the employment at our  
19 competitors if that competitor placed him at one of  
20 our customers.

21 Q. (By Mr. Shinn) And so it's not -- HTC's not trying  
22 to protect itself against its employees working for  
23 competitors. It's actually protecting itself from  
24 the individual going to -- at the end of the day  
25 providing services to somebody HTC considers a



1 customer?  
2 A. I would not phrase it that way because HTC's concern  
3 is that they are familiar with HTC's way of doing  
4 things, HTC's processes at that customer and then  
5 they are going to our competitor and they might be  
6 sharing some of that same information that they  
7 developed while they were employees at HTC.  
8 Q. And I think we're saying the same thing, you're just  
9 saying it much better than I said it.  
10 The concern is because of the placement  
11 in this particular instance, placement of  
12 Mr. Paidipally at State Farm, if he were to go to  
13 Covansys or HCL and then be placed with State Farm,  
14 because of the knowledge he gained at State Farm, you  
15 wouldn't want him to use that to your competitive  
16 disadvantage, you being HTC.  
17 A. Because of the knowledge he gained while at HTC,  
18 because he is not only gaining knowledge of State  
19 Farm while he's working for us, he's gaining  
20 knowledge of our processes and procedures also.  
21 Q. And I'm not taking issue with that but that's two  
22 different things. You've got what Mr. Paidipally's  
23 restricted from in terms of his employment and that's  
24 covered in Paragraph 2. So he has restrictions in  
25 terms of where he can work and who he can solicit.

1 the State Farm environment and a concern if he were  
2 to go to a competitor and then be placed back in  
3 State Farm, he would have an unfair advantage, is  
4 that the concern?  
5 A. Again, I'm saying that while he was with State Farm,  
6 he also gained knowledge and everything of HTC. So  
7 working at a competitor at that same client, we would  
8 be concerned of what was being shared.  
9 Q. Shared with the competitor?  
10 A. Mm-hmm (nodding).  
11 Q. Do you know if the contract you have in front of you,  
12 the HTC contract, is two years what you use for every  
13 employee or is there other restriction periods?  
14 A. It's my understanding that this is the standard  
15 contract.  
16 Q. And this standard contract has an arbitration  
17 provision, Paragraph 5, correct?  
18 A. Yes.  
19 Q. Now, going back to the non-competition paragraph,  
20 Paragraph 2, we don't have a situation where  
21 Mr. Paidipally is working for a competitor, he's not  
22 working for Covansys, he's not working for HCL, IBM  
23 or any of the other companies, correct?  
24 MR. COUTILISH: Objection to the form of  
25 the question. Foundation.

1 We've already discussed the fact that  
2 he's not violating the solicitation provisions,  
3 correct?  
4 MR. COUTILISH: Objection,  
5 mischaracterizes her testimony. She just said she  
6 wasn't aware of any. She's not agreeing that there  
7 aren't any. That's two different things.  
8 Q. (By Mr. Shinn) Ms. Maria, as a representative of  
9 HTC, do you have any facts or knowledge that would  
10 suggest that Mr. Paidipally is violating his  
11 solicitation provisions?  
12 MR. COUTILISH: Objection. Asked and  
13 answered.  
14 A. I am not aware that Mr. Paidipally has solicited any  
15 of our employees.  
16 Q. (By Mr. Shinn) Thank you. Now, with respect to the  
17 non-competition provisions, the restrictions on  
18 Mr. Paidipally working, earning a living. You've got  
19 the first concern I think that you stated that HTC  
20 has placed them in their end user, the customer. In  
21 this instance, State Farm, correct?  
22 A. Correct.  
23 Q. And as a result of that placement, the concern is  
24 Ms. Paidipally has gained experience or knowledge or  
25 whatever you consider a competitive advantage within

1 A. It's my understanding that he is direct with State  
2 Farm.  
3 Q. (By Mr. Shinn) As a direct hire with State Farm, HTC  
4 doesn't have the concerns that he's sharing his  
5 knowledge of HTC's practices with a competitor,  
6 correct?  
7 A. We don't consider State Farm a competitor of HTC.  
8 Q. Now, one of the things that Mr. Paidipally has  
9 authorized me to communicate in this litigation in  
10 terms of review solving it involve HTC placing him at  
11 the State Farm Richardson, Texas facility in the  
12 current position or substantially similar position;  
13 are you aware of that?  
14 A. No, I'm not.  
15 Q. If Mr. Paidipally said today I'll agree to return to  
16 an HTC employee -- become an HTC employee as long as  
17 I could be in my current position and not have to  
18 relocate my family again, and if HTC couldn't do  
19 that, then the case would be dismissed.  
20 MR. COUTILISH: Objection to the form of  
21 the question. Are you done? Sorry, I didn't want to  
22 interrupt you.  
23 Q. (By Mr. Shinn) The question is, could HTC place  
24 Mr. Paidipally in that position in Richardson, Texas?  
25 MR. COUTILISH: Objection to the form of

1 the question, foundation, number one.  
 2 Q. (By Mr. Shinn) Sitting here today, do you know if  
 3 HTC could place Mr. Paidipally in his current  
 4 position in Richardson, Texas?  
 5 MR. COUTILISH: Number two, re-employment  
 6 of Mr. Paidipally is not an issue in this case. And,  
 7 therefore, asking a question about possible  
 8 settlement discussions is improper in the course of a  
 9 deposition.  
 10 If you know the answer to the question,  
 11 you can answer. I'm not going to instruct you not to  
 12 answer but I believe the question is improper.  
 13 A. Sitting here today, I'm not aware of that  
 14 possibility.  
 15 Q. Who would HTC contact at State Farm to try to make  
 16 that happen, to place Mr. Paidipally directly into  
 17 that Richardson, Texas position that he currently  
 18 has?  
 19 MR. COUTILISH: Same objection.  
 20 Go ahead and answer if you know.  
 21 A. All of our communication starts with External  
 22 Sourcing Department at State Farm.  
 23 Q. (By Mr. Shinn) Has HTC advised State Farm that  
 24 they're in breach of any contractual obligations by  
 25 employing Mr. Paidipally?

1 Q. How many placements, employee assignments has HTC  
 2 placed with any customer that's located in Texas in  
 3 terms of physical placements? Setting aside call  
 4 center services or work that's done remotely, how  
 5 many employees has HTC placed in Texas?  
 6 A. We have employees in Texas. You'd have to kind of  
 7 give me a time frame and I'd have to look at the  
 8 records to determine that.  
 9 Q. Let's go the last five years.  
 10 A. Okay. I know we've had employees there, I know we've  
 11 had clients there.  
 12 Q. Do you know how many employees have been placed at  
 13 State Farm in Texas?  
 14 A. I'm not aware of any State Farm placements in Texas.  
 15 Q. If you would look at Exhibit 1, Paragraph 9. Can you  
 16 tell me all the ways HTC believes Mr. Paidipally  
 17 violated the agreement reference in that paragraph?  
 18 MR. COUTILISH: Objection. Calls for  
 19 legal conclusion.  
 20 Go ahead and answer if you know.  
 21 A. It's my understanding that he accepted employment at  
 22 a customer of HTC's.  
 23 Q. (By Mr. Shinn) Any other ways in which he  
 24 purportedly violated that agreement?  
 25 MR. COUTILISH: Same objection. Also

1 A. I'm not aware of State Farm being in breach of a  
 2 contractual obligation.  
 3 Q. I thought you testified earlier that there were  
 4 contractual prohibitions or restrictions in the  
 5 contract between HTC and State Farm that required  
 6 State Farm to come to HTC to request a direct hire?  
 7 A. For current HTC employees.  
 8 Q. So that doesn't apply to non-current employees then?  
 9 A. Our contract discusses the possibility of State Farm  
 10 hiring current employees of HTC.  
 11 Q. So nothing would restrict State Farm from hiring  
 12 Mr. Paidipally because he was not a current employee?  
 13 MR. COUTILISH: Objection to the form of  
 14 the question. Calls for a legal conclusion. Asking  
 15 her to interpret a document that's not in front of  
 16 her and she's not attorney even if it was in front of  
 17 her to interpret.  
 18 But answer if you know.  
 19 A. I'm not aware of such language in the contract.  
 20 Q. (By Mr. Shinn) Have there been any communications  
 21 with State Farm setting aside the contractual issue  
 22 that they're in any way interfering with the  
 23 contractual rights that HTC claims that it has with  
 24 Mr. Paidipally?  
 25 A. As far as I know, I'm not aware of any.

1 asked and answered.  
 2 A. I think based on my knowledge, that's it.  
 3 Q. (By Mr. Shinn) That's it?  
 4 A. Mm-hmm.  
 5 Q. Is that a yes?  
 6 A. Yes.  
 7 Q. With respect to the next paragraph in terms of the  
 8 damages, sitting here today, what are the damages  
 9 you're claiming in this lawsuit, you being HTC?  
 10 A. Ten, I don't see where 10 is referring to.  
 11 Q. The next paragraph, following -- I'm sorry. If you  
 12 drop down to the next page. I turned it before I  
 13 looked. Following Paragraph 17.  
 14 MR. COUTILISH: That doesn't refer to  
 15 damages, Counsel.  
 16 MR. SHINN: Following Paragraph 17,  
 17 "Wherefore" --  
 18 MR. COUTILISH: Oh, following Paragraph  
 19 17. Okay. I'm good.  
 20 Q. (By Mr. Shinn) Seeking damages in excess of 25,000.  
 21 What are the damages HTC is claiming in  
 22 this lawsuit?  
 23 A. Well, if he was still an HTC employee, HTC would be  
 24 receiving revenue based on his employment.  
 25 Q. So the damages are based on the loss of revenue HTC's