

Estrich Declaration

EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS):
 Michael F. Grady
 BERGESON & ELIOPOULOS
 Ten Almaden Boulevard, Suite 200
 San Jose, CA 95113
 ATTORNEY FOR (NAME): Seagate Technology, Inc.

FOR COURT USE ONLY
 (408) 252-2000
FILED
 JUN 30 1993
 PAUL AHERN, CLERK
 BY JANICE WARD
 DEPUTY, SANTA CRUZ COUNTY

Insert name of court, judicial district or branch court, if any, and post office and street address:
 Santa Cruz County Municipal Court
 701 Ocean Street, Room 120
 Santa Cruz, CA 95060

PLAINTIFF: Seagate Technology, Inc.

DEFENDANT: Velvin Hogan

DOES 1 TO _____

CONTRACT
 COMPLAINT CROSS-COMPLAINT

CASE NUMBER:
 MS 93 0919

1. This pleading, including exhibits and attachments, consists of the following number of pages: 4
2. a. Each plaintiff named above is a competent adult
 Except plaintiff (name): Seagate Technology, Inc.
- a corporation qualified to do business in California
 an unincorporated entity (describe):
 other (specify):
- b. Plaintiff (name): Seagate Technology, Inc.
 has complied with the fictitious business name laws and is doing business under the fictitious name of (specify): Seagate Technology
 has complied with all licensing requirements as a licensed (specify):
- c. Information about additional plaintiffs who are not competent adults is shown in Complaint-Attachment 2c.
3. a. Each defendant named above is a natural person
 Except defendant (name):
 Except defendant (name):
- a business organization, form unknown
 a corporation
 an unincorporated entity (describe):
 a public entity (describe):
 other (specify):
- a business organization, form unknown
 a corporation
 an unincorporated entity (describe):
 a public entity (describe):
 other (specify):
- b. The true names and capacities of defendants sued as Does are unknown to plaintiff.
c. Information about additional defendants who are not natural persons is contained in Complaint-Attachment 3c.
d. Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

(Continued)

If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

COMPLAINT-Contract

- 4. Plaintiff is required to comply with a claims statute, and
 - a. plaintiff has complied with applicable claims statutes, or
 - b. plaintiff is excused from complying because (specify):

- 5. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

- 6. This action is filed in this county judicial district because
 - a. a defendant entered into the contract here.
 - b. a defendant lived here when the contract was entered into.
 - c. a defendant lives here now.
 - d. the contract was to be performed here.
 - e. a defendant is a corporation or unincorporated association and its principal place of business is here.
 - f. real property that is the subject of this action is located here.
 - g. other (specify):

- 7. The following paragraphs of this pleading are alleged on information and belief (specify paragraph numbers):

- 8. Other:

- 9. The following causes of action are attached and the statements above apply to each: (Each complaint must have one or more causes of action attached)
 - Breach of Contract Common Counts
 - Other (specify):

10. PLAINTIFF PRAYS

For judgment for costs of suit; for such relief as is fair, just, and equitable; and for

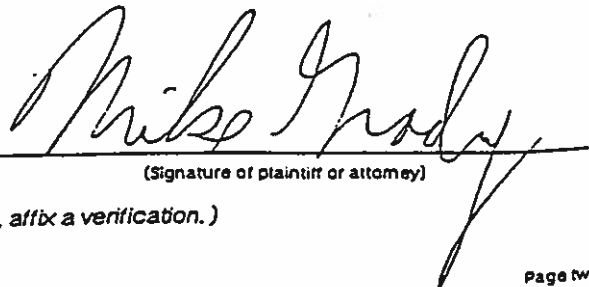
damages of \$ 25,000

interest on the damages according to proof at the rate of 10 percent per year from (date): July 19, 1991

attorney fees of \$ _____ according to proof.

other (specify):

Michael. F.. Grady
(Type or print name)


(Signature of plaintiff or attorney)

(If you wish to verify this pleading, affix a verification.)

FIRST

(number)

CAUSE OF ACTION - Breach of Contract

Page 3

ATTACHMENT TO Complaint- Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Seagate Technology, Inc.

alleges that on or about (date): July 17, 1989

a written oral other (specify):

agreement was made between (name parties to agreement): plaintiff and Velvin Hogan

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): April 19, 1992

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): Failure to repay plaintiff the principal sum of \$25,000.00, together with accrued interest thereon, within 270 days of defendant's termination of employment with plaintiff which occurred on or about July 19, 1991

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows (specify): The principal sum of \$25,000.00 plus prejudgment interest thereon from July 19, 1991 at the agreed rate of ten percent

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

BC-6. Other:

\$25,000.00

Scotts Valley, California

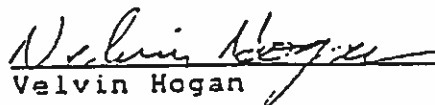
July 17, 1989

FOR VALUE RECEIVED, Velvin Hogan ("Employee") promises to pay SEAGATE TECHNOLOGY ("Company"), 920 Disc Drive, Scotts Valley, California, 95066, on order, on June 30, 1990 the sum of TWENTY FIVE THOUSAND DOLLARS with interest at TEN PERCENT (10%) per annum, interest to be forgiven so long as Employee remains in Seagate's employment. Employee further agrees to apply FIFTY PERCENT (50%) of any bonus received, net of tax, to payment of principal and any interest due on the note starting with the bonus payment for calendar quarter performance beginning April 1, 1989.

Any unpaid balance is due and payable within 270 days of Employee's termination of employment with Seagate or sale of the Employee's real property, whichever occurs first.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least 60 and not more than 150 days before any balloon payment is due.

This note supersedes any and all past note agreements with Employee. The Employee will be forgiven past interest charges that may have accrued and were unpaid.


Velvin Hogan

FILED

B10 (Official Form 10)
(Rev. 6/91)

1994 FEB 28 AM 10:33

Ma

PAUL G. KASHNER CLERK
U.S. BANKRUPTCY COURT
SAN JOSE, CA

United States Bankruptcy Court		PROOF OF CLAIM	
NORTHERN District of CALIFORNIA			
In re (Name of Debtor) VELVIN R. HOGAN and CAROL K. HOGAN		Case Number 93-58291-MM <i>Ch</i>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> Seagate Technology, Inc.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should be Sent c/o Michael F. Grady Bergeson, Eliopoulos, Grady & Gray 10 Almaden Blvd., #200 San Jose, CA 95113			
Telephone No. 408-291-6200			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. BASIS FOR CLAIM:			
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)	
2. DATE DEBT WAS INCURRED: 7/17/89		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.			
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly)	
Amount of arrearage and other charges included in secured claim above, if any \$ _____		<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$25,000 + interest & court costs A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$25,000 + interest from 7/19/91s		\$ _____ (Priority) \$ 25,000 + interest & court costs (Total)	
<input checked="" type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date February 23, 1994	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <i>Michael F. Grady</i> Michael F. Grady, Attorney for Seagate Technology		

3-1-94

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): Michael F. Grady BERGESON & ELIOPOULOS Ten Almaden Boulevard, Suite 200 San Jose, CA 95113 ATTORNEY FOR (NAME): Seagate Technology, Inc.	TEL. (PHONE): (408) 291-6200	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; text-align: center;">FILED</div> <div style="text-align: center;">JUN 30 1993</div> PAUL AHERN, CLERK BY JANICE WARD DEPUTY, SANTA CRUZ COUNTY
Insert name of court, judicial district or branch court, if any, and post office and street address: Santa Cruz County Municipal Court 701 Ocean Street, Room 120 Santa Cruz, CA 95060		
PLAINTIFF: Seagate Technology, Inc.		
DEFENDANT: Velvin Hogan		
<input type="checkbox"/> DOES 1 TO _____		
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> CROSS-COMPLAINT		CASE NUMBER: MS 93 0919

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3. a. Each defendant named above is a natural person

<input type="checkbox"/> Except defendant (name): <ul style="list-style-type: none"> <input type="checkbox"/> a business organization, form unknown <input type="checkbox"/> a corporation <input type="checkbox"/> an unincorporated entity (describe): <input type="checkbox"/> a public entity (describe): <input type="checkbox"/> other (specify): 	<input type="checkbox"/> Except defendant (name): <ul style="list-style-type: none"> <input type="checkbox"/> a business organization, form unknown <input type="checkbox"/> a corporation <input type="checkbox"/> an unincorporated entity (describe): <input type="checkbox"/> a public entity (describe): <input type="checkbox"/> other (specify):
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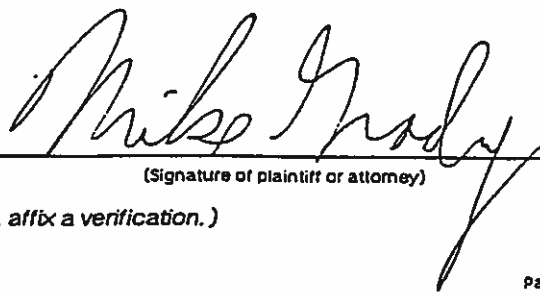
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- damages of \$ 25,000
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- attorney fees of \$ _____ according to proof.
- other (specify):

Michael F. Grady
(Type or print name)



(Signature of plaintiff or attorney)

(if you wish to verify this pleading, affix a verification.)

SHORT TITLE <u>Seagate v. Jan</u>	CASE NUMBER
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FIRST _____ **CAUSE OF ACTION - Breach of Contract**
 (number)

ATTACHMENT TO Complaint- Cross-Complaint

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Scotts Valley, California

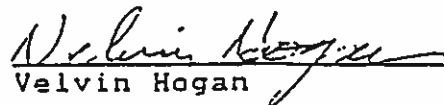
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Velvin Hogan