

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

3D SYSTEMS CORPORATION

and

TRACY EAU CLAIRE, an Individual

Case No. 28-CA-088182

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**RESPONDENT 3D SYSTEMS CORPORATION'S  
MOTION FOR SUMMARY JUDGMENT  
OR, ALTERNATIVELY, MOTION TO DISMISS**

Pursuant to Section 102.24 of the National Labor Relations Board (“NLRB”) Rules and Regulations, Respondent 3D Systems Corporation (“3D Systems”), by and through the undersigned counsel, hereby moves for summary judgment on the Complaint and Notice of Hearing (“Complaint”) based on the charges filed by Tracy Eau Claire (“Eau Claire”). Alternatively, 3D Systems also hereby moves to dismiss the Complaint. The primary basis for this motion is as follows: Eau Claire entered into a severance agreement whereby in exchange for severance pay and benefits she released and waived any claims arising out of her employment with 3D Systems, specifically including any claims arising out of the National Labor Relations Act such as those now being asserted in the Complaint. The severance agreement signed by Eau Claire bars her claims in the Complaint; therefore, 3D Systems is entitled to summary judgment or dismissal as a matter of law.

**I. INTRODUCTION**

Following a reduction in force, Eau Claire signed a severance agreement (“Severance Agreement”) on March 15, 2012, releasing all claims against 3D Systems, specifically including those claims arising out of the National Labor Relations Act (the “NLRA” or “Act”). A true and

accurate copy of the Severance Agreement is attached as Exhibit A. Several months after signing the Severance Agreement, Eau Claire filed a charge and an amended charge against 3D Systems on August 27, 2012 and February 15, 2013, respectively (collectively the “Charges”). A true and accurate copy of the August 27, 2012 Charge is attached as Exhibit B. A true and accurate copy of the February 15, 2013 Charge is attached as Exhibit C.<sup>1</sup>

On February 28, 2013, following the Charges filed by Eau Claire, the Regional Director issued a Complaint and Notice of Hearing against 3D Systems. A true and accurate copy of the Complaint is attached as Exhibit D. The Complaint alleges violations of Section 8(a)(1) of the Act. On March 12, 2013, 3D Systems timely filed its Answer to Complaint, denying any violations of the Act. A true and accurate copy of the Answer is attached as Exhibit E.

Eau Claire has waived and released the rights she is now purporting to assert through the Charges and Complaint. 3D Systems is entitled to summary judgment or dismissal as a matter of law.

## **II. STATEMENT OF FACTS**

3D Systems is a corporation engaged in the design and manufacture of three-dimensional printers, among other things. Exhibits E and F (copy of Respondent’s Responses to Commerce Questionnaire). During the relevant period of time, the Company’s presence in Arizona consisted of approximately five employees who were related to each other by blood or marriage and who worked out of one or more of their homes in Arizona. Exhibit E.

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<sup>1</sup> Among other things, the Amended Charge dropped Eau Claire’s original claim alleging that she and her spouse had supposedly been retaliated against for reporting harassment by a manager (her brother). In its place, Eau Claire alleged through her Amended Charge that 3D systems supposedly violated Section 7 through certain allegedly overbroad agreements and policies that were in place during her employment there.

In early 2012 3D Systems acquired a large technology company, enhancing products and services, but triggering a layoff of more than 70 employees. Exhibit G. Eau Claire was one of those who were laid off. Exhibit G.

On March 7, 2012, 3D Systems provided a Severance Agreement to Eau Claire offering among other things: \$5,596.15 (equivalent to six-weeks pay) of severance pay, three-weeks of additional medical coverage, and \$1,000 as re-purchase of certain restricted stock held by her.<sup>2</sup> In exchange, among other things, Eau Claire was asked to release any and all legal claims against 3D Systems, in pertinent part:

[R]elease in full [the Company] from all claims, liabilities, demands, causes of action of whatever kind or nature, whether known or unknown, including, but not limited to, ...claims based on any state or federal wage, employment, or common laws ..., including without limitation any and all rights or claims related to your employment and termination of your employment, including under: ...(i) ... the National Labor Relations Act, as amended....

Exhibit A, p.3.

Under the terms of the Severance Agreement, Eau Claire had forty-five (45) days to consider whether to accept the offer. Exhibit A, p.3. 3D Systems expressly encouraged Eau Claire to consult with an attorney before signing the Severance Agreement. *Id.*

On March 15, 2012, Eau Claire signed the Severance Agreement. Exhibit A, p.5. After signing the Severance Agreement, according to its terms, Eau Claire had seven (7) days to revoke her signature, but she chose not to do so. Exhibit G. Once the signed Severance Agreement became final, 3D Systems tendered the severance pay to Eau Claire, and she cashed the severance check. Exhibit G. She never subsequently tendered-back the severance pay. *Id.*

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<sup>2</sup> Others, including Eau Claire's husband, who was also her co-worker, received and entered into a Severance Agreement following the reduction in force. Exhibit G.

On August 27, 2013, more than five (5) months after signing the Severance Agreement and receiving the severance benefits, Eau Claire filed an Unfair Labor Practices Charge against 3D Systems, which was subsequently amended. Exhibits B and C. Her claims allegedly arose during her employment with 3D Systems, the same period of time covered by her release of all claims. Exhibits B, C, and D ¶4.

### III. ARGUMENT

Summary judgment or dismissal should be granted in favor of 3D Systems, because Eau Claire entered into a Severance Agreement waiving and releasing any and all claims, specifically including NLRA claims, against 3D Systems months before she filed her Charges. The National Labor Relations Board (“NLRB” or the “Board”) has enforced similar separation agreements that release all claims, much like the Severance Agreement at hand.

In *B.P. Amoco Chemical-Chocolate Bayou*, 351 NLRB 614 (2007), a case very similar to the situation at hand, the employer conducted a reduction in force and offered enhanced severance benefits in exchange for a release of all claims. Thirty-seven employees included in the reduction in force signed an “Employee Termination Agreement” and received a severance package. *B.P. Amoco Chemical*, 351 NLRB at 614. The termination agreement provided in pertinent part: “In exchange, Employee ... forever releases and waives any claim or liability against the Company ... arising out of or in any way related to his or her employment with the Company ... including but not limited to, ... any claims under any other federal, state, provincial, or local enactment or rule of law or equity.” *Id.*<sup>3</sup> The employees in *B.P. Amoco*

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<sup>3</sup> Unlike the Severance Agreement signed by Eau Claire, the termination agreement in *B.P. Amoco Chemical* did not specifically release claims arising under the National Labor Relations Act. The Board nevertheless held that the charging parties had waived their NLRA rights. *Id.* By comparison, Eau Claire expressly released her NLRA rights and claims, making it an even more convincing conclusion that she waived the very claims that she now seeks to assert.

*Chemical* had forty-five (45) days to sign the agreement and seven (7) days to cancel the agreement thereafter.

These thirty-seven employees later filed unfair labor practices charges against their former employer. The issue before the Board was whether the thirty-seven employees who had signed the termination agreement waived their right to file charges with the Board. The NLRB concluded that the employees had waived their right to file charges and enforced the agreement to bar the asserted claims for relief under the Act. *Id.* at 615.

In reaching this conclusion, the Board analyzed the settlement agreements using the following factors set forth in *Independent Stave Co.*, 287 NLRB 740 (1987): (1) whether the parties have agreed to be bound, and the position taken by the General Counsel regarding settlement; (2) whether the settlement is reasonable in light of the violations alleged, the risks inherent in litigation, and the stage of litigation; (3) whether there has been any fraud, coercion, or duress by any party in reaching the settlement; and, (4) whether the respondent has a history of violating the Act or has previously breached settlement agreements. *Id.* at 615.

In applying these factors in *B.P. Amoco Chemical*, the Board found the following: (1) that the employees agreed to be bound; (2) the settlement was reasonable in light of violations alleged and the litigation risks because at the time the agreements were signed no charges had been filed and the prospect of litigation was not obvious; (3) there was no evidence the agreements were fraudulent or signed under duress; and (4) the employer did not have a history of violating the Act or failing to comply with settlement agreements. *Id.* at 615-16. The Board concluded that in circumstances such as these, “it would effectuate the purposes and policies of the Act to give effect to broadly worded waiver and release agreements signed by employees in exchange for enhanced severance benefits.” *Id.* at 615.

Similarly, in *Hughes Christensen Co.*, 317 NLRB 633 (1995), the Board also concluded that severance agreements barred subsequent NLRA claims filed by alleged discriminatees. In *Hughes Christensen*, as a result of a reduction in force, three employees executed a waiver and release agreement. The agreement provided in part: “I, [name], waive and release all rights and claims, charges and demands and causes of action against [the Company] ... of any kind [or] character, both past and present, known or unknown, including those arising under ... any other state or federal statute ... which relate to my employment or alleged discriminatory employment practices.” *Hughes Christensen*, 317 NLRB at 633-34.<sup>4</sup> As in *B.P. Amoco Chemical*, the employees in *Hughes Christensen* had forty-five (45) days to review the agreements and seven (7) days after execution to revoke. *Hughes Christensen*, at 634.

Applying the same standards from *Independent Stave*, the Board found that the employer’s agreement to pay enhanced severance benefits in exchange for the employees’ agreement to waive and release any preexisting employment-related claims was reasonable and dismissed the complaint in its entirety. *Id.*

In both *B.P. Amoco Chemical* and *Hughes Christensen*, the Board analyzed the severance agreements using the factors set forth in *Independent Stave* and found the agreements barred subsequent NLRA charges. Applying the *Independent Stave* factors to the case at hand, 3D Systems is entitled to summary judgment or dismissal because Eau Claire clearly waived and released her legal rights and claims, including those asserted through the Charges and Complaint.

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<sup>4</sup> As previously noted, unlike the more ambiguous language in *Hughes Christensen* and *B.P. Amoco Chemical*, Eau Claire signed a release specifically referencing her NLRA rights, making her waiver and 3D Systems’ current motion all the stronger.

**1. The Parties Have Agreed to be Bound**

Eau Claire clearly agreed to be bound by the terms of the Severance Agreement. In exchange for executing the Severance Agreement, Eau Claire received severance benefits in the amount of \$5,596.15, plus additional medical benefits and \$1,000 for her restricted shares. As in *B.P. Amoco Chemical* and *Hughes Christensen*, Eau Claire was given up to forty-five (45) days to review and consider the Severance Agreement and an additional seven (7) days to revoke. When signing the Severance Agreement, Eau Claire acknowledged and represented that she had been advised to consult her attorney and been given ample opportunity to do so. Eau Claire further warranted (on the same page as her signature) that she “CAREFULLY READ [THE SEVERANCE AGREEMENT], FULLY UNDERSTAND EACH AND EVERY TERM , AND VOLUNTARILY ENTER INTO IT.” Exhibit A, p.5 (original emphasis).

Eau Claire expressly waived any and all claims, including those arising under the National Labor Relations Act. Unlike the more broadly worded agreements the Board enforced in *B.P. Amoco Chemical* and *Hughes Christensen*, here, the Severance Agreement specifically referenced rights or claims based on the National Labor Relations Act, so Eau Claire was abundantly aware that her waiver and release included claims arising under the Act. Therefore, Eau Claire bound herself through the Severance Agreement and undoubtedly knew or should have known that she waived her NLRA rights or claims.

**2. The Settlement is Reasonable in Light of the Allegations and Risks Inherent in Litigation**

The Severance Agreement is reasonable in light of the allegations contained in the Charges. At the time Eau Claire executed the Severance Agreement, no ULP charges had been filed against 3D Systems, and no union activity had occurred. Therefore, as held in *B.P. Amoco Chemical*, the prospect of litigation was not obvious. Later, through her initial Charge, Eau

Claire attempted to distort an ongoing family feud between employees (e.g. daughter v. mother; sister v. brother and sister-in-law; brother-in-law v. brother – all of whom worked together) into alleged protected concerted action. When that attempt failed, Eau Claire filed an Amended Charge, dropped the prior allegations, and argued instead that certain policies during her employment were overly broad. That is a legal and factual stretch, particularly where Eau Claire has since left the employer and received a generous severance package in exchange for her release of all claims. Even if the alleged claims had merit, which 3D System denies, the Charges could not be brought by Eau Claire because she extinguished her right to bring such claims when she executed the Severance Agreement.

**3. There Has Been No Fraud, Coercion, or Duress by Any Party in Reaching Settlement**

There is absolutely no evidence of fraud or coercion by any party related to the Severance Agreement. In addition to being repeatedly advised to consult an attorney, Eau Claire was given forty-five (45) days to consider the agreement and an additional seven (7) days to revoke. In exchange for executing the Severance Agreement, Eau Claire received enhanced severance pay and benefits. Further, Eau Claire expressly warranted that she had read and fully understood each and every term, and voluntarily entered into the Agreement. At no point in time did Eau Claire ever attempt to revoke the Severance Agreement or tender-back the severance pay. Therefore, there has been no fraud, no coercion, nor duress by any party in reaching the Severance Agreement.

**4. 3D Systems Has No History of Violating the Act or Previously Breaching Settlement Agreements**

Finally, 3D Systems has no history of violating the NLRA. The present Charges filed by Eau Claire are 3D Systems' first and only Unfair Labor Practices charges. 3D Systems has no

history of breaching settlement agreements. Furthermore, 3D Systems has fully complied with its obligations and promptly tendered the promised severance benefits to Eau Claire after she executed the Severance Agreement.

#### IV. CONCLUSION

The Severance Agreement executed by Eau Claire clearly satisfies the four factors set forth in *Independent Stave*, especially compared to the Board's rulings in both *B.P. Amoco Chemical* and *Hughes Christensen*. Having released all claims, specifically including NLRA claims, Eau Claire waived her right to file and pursue the present Charges that serve the basis of the Complaint. For the foregoing reasons, 3D Systems respectfully requests that its Motion for Summary Judgment or, Alternatively, Motion to Dismiss be granted.<sup>5</sup>

Dated this 23rd day of May 2013.



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William H. Floyd, III  
Jennifer S. Cluverius  
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Post Office Drawer 2426  
Columbia, South Carolina 29202  
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FACSIMILE: (803) 253-8277  
WFloyd@nexsenpruet.com  
JCluverius@nexsenpruet.com

Attorneys for Respondent  
3D Systems Corporation

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<sup>5</sup> In making this motion, 3D Systems expressly reserves and does not waive its rights or defenses under *Noel Canning Div. of Noel Corp. v. NLRB*, 705 F.3d 490 (D.C. Cir. 2013) or pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504(a)(1).

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

3D SYSTEMS CORPORATION

and

TRACY EAU CLAIRE, an Individual

Case No. 28-CA-088182

**CERTIFICATE OF SERVICE**

In compliance with Section 102.114(i) of the Board's Rules and Regulations, this is to certify that a copy of the foregoing **RESPONDENT 3D SYSTEMS CORPORATION'S MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, MOTION TO DISMISS** (with exhibits) has been served upon the following by causing a copy of the same to be sent to the parties, whose e-mail addresses are shown below, this 23rd day of May 2013.

Cornele A. Overstreet, Esquire (via e-mail: [NLRBRegion28@nlrb.gov](mailto:NLRBRegion28@nlrb.gov))  
Regional Director  
National Labor Relations Board  
Region 28  
2600 North Central Avenue, Suite 1800  
Phoenix, AZ 85004-3099

Ms. Tracy Eau Claire (via e-mail: [tracy@tracyeauclaيرهphotography.com](mailto:tracy@tracyeauclaيرهphotography.com))  
5575 South Easy Street  
Gold Canyon, AZ 85118-4619



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William H. Floyd, III  
Nexsen Pruet, LLC  
Post Office Drawer 2426  
Columbia, South Carolina 29202

# Exhibit A

(Severance Agreement)



March 7, 2012

Ms. Tracy Eau Claire  
4653 E. Fox Circle  
Mesa, AZ 85205

Dear Tracy:

As discussed with you today:

This letter confirms various points concerning your separation of employment with 3D Systems Corporation (together with its subsidiaries, the "Company") so that no misunderstanding will exist between you and the Company.

By this letter, you and the Company bind themselves to the separation conditions set forth below. The Company's obligations under this letter agreement are subject to your signing and returning to us a copy of this letter in a timely fashion as set forth below.

1. The last day you reported to work as an employee of the Company was March 7, 2012 and your employment terminated on that date. The Company has offered you separation benefits pursuant to Section 3 of this Letter Agreement and Release in Full.

You will immediately turn over to the Company any and all property of the Company, whether located in your office, home or other location and whether in paper, electronic or other form, including without limitation any and all customer, supplier or other documents, manuals, plans, projects and work notes, and all other business papers and all copies of same, which are in your possession. You will immediately return to the Company all keys, Company credit cards, computers, cell phones and other Company property.

You are reminded of your obligations under the confidentiality agreement that you signed when you joined the Company, which obligations survive the termination of your employment. Accordingly, you recognize and agree that (i) you will not take or use for any purpose without the Company's express permission, any customer or supplier lists, customer or supplier information, methods, materials and/or intellectual property belonging to the Company, including without limitation any materials developed for customer or supplier use and (ii) you are obligated to keep confidential and not to disclose or confirm to any third party any development, marketing, financial, strategic planning or other confidential information belonging to the Company or which has been provided to the Company by third parties.

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Create with Confidence™

3D Systems Corporation • 333 Three D Systems Circle • Rock Hill, SC 29730 • USA  
Phone: 803.326.3900 • www.3dsystems.com • NYSE: DDD

Ms. Tracy Eau Claire

March 7, 2012

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In connection with your separation from service with the Company, the Company has the right to repurchase any shares (the "Restricted Shares") of the Company's Common Stock currently held by you pursuant to the Company's 2004 Incentive Stock Plan. The Restricted Shares are covered by a Restricted Stock Purchase Agreement that you entered into with the Company. Under the terms of the Restricted Stock Purchase Agreement, the Company has the right to repurchase the Restricted Shares upon termination of your employment to the extent that they have not vested in accordance with their terms.

The Company hereby exercises its right to repurchase the Restricted Shares under the terms of the Restricted Stock Purchase Agreement at a repurchase price of \$1.00 per share for a total payment to you of \$1,000.00. You agree to deliver to the Company on or before five (5) business days following your separation date the appropriate duly executed stock powers and other documents required by the Restricted Stock Purchase Agreement or reasonably requested by the Company so that it may so repurchase such shares.

2. If you do not accept the Company's offer, your employment will terminate on March 7, 2012, and you will not be entitled to any of the payments or any of the other separation benefits set forth in this letter. In that case, you will be entitled only to the following, subject to any applicable withholdings and deductions:

(a) The Company will continue your health, dental, life, and vision benefits according to the Company's benefits plan through March 31, 2012. After that date, you will be entitled to continue COBRA continuation coverage at your own expense in accordance with the terms of the Company's health care plan and the applicable provisions of federal law.

(b) The Company will reimburse you for any outstanding travel or other expenses that you timely submit and are approved in accordance with the standard policies of the Company for any period ended on or before March 7, 2012.

3. In addition to the amounts described in Section 2, if you sign and return to us a copy of this letter in a timely fashion, and if you otherwise duly and timely perform your obligations under this letter agreement, you will receive the following, subject to any applicable withholdings and deductions:

(a) The Company will pay you continued compensation in the form of a lump sum payment of \$5,596.15, which sum is equivalent to six (6) weeks of separation pay.

4. You agree that you will make no negative characterizations of your employment separation or of the Company or its management. The Company will provide a reference regarding your employment, which includes only the duration of your employment, the position(s) held, and the duties performed.

5. In consideration of the benefits conferred in this letter agreement and **after an opportunity to review this proposal for up to forty-five (45) days and to consult with legal counsel**, you agree on behalf of yourself and your successors and assigns, that you will forever refrain from taking any legal action against the Company, its employees, directors, officers or agents, which is in any way related to your employment by the Company or the termination thereof, and do hereby release in full such parties from all claims, liabilities, demands, causes of action of whatever kind or nature, whether known or unknown, including, but not limited to, contract claims, claims for bonuses, severance pay, vacation or holiday pay, employee or fringe benefits, and claims based on any state or federal wage, employment, or common laws, or amendments thereto, with respect to the foregoing arising prior to your execution of this letter agreement and release, including without limitation any and all rights or claims related to your employment and termination of your employment, including under:

(i) Employer Retirement Income Security Act (ERISA); the Family Medical Leave Act (FMLA); the Age Discrimination in Employment Act (ADEA); the Older Workers Benefits Protection Act (OWBPA) of 1990; the Workers Adjustment and Retraining Notification Act (WARN); the Americans With Disabilities Act (ADA), as amended; the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA); the Fair Labor Standards Act (FLSA); the National Labor Relations Act, as amended (NLRA); Uniformed Services Employment and Reemployment Rights Act of 1944 (USERRA); and Executive Order 11246;

(ii) the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. § 1983; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(c) et seq.;

(iii) any and all claims for wages, commission, salary, bonus and/or any other type of compensation;

(iv) any claim existing under state law, federal law, Executive Order, or common law arising from your present work status;

(v) any municipal, state, or federal anti-discrimination, civil rights, or human rights laws, including but not limited to any claim based on age, gender, sex, race, color, religion, national origin, marital status, sexual orientation, ancestry, national origin, parental status, handicap, disability, and veteran status;

(vi) any other claims relating to or arising out of your employment relationship with the Company, including but not limited to workers' compensation and any claim for retaliatory or wrongful discharge; and

(vii) any other claim, including but limited to, claims for severance pay, back pay, fringe benefits, breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, mental anguish, loss of employment prospects, loss of reputation, misrepresentation, intentional acts, personal injury, invasion of privacy,

violation of public policy, negligence, statutory or common law for any compensatory or punitive damages or attorney fees.

Notwithstanding the foregoing, the Company and you acknowledge that you are not releasing claims for the Company's breach of this letter agreement.

6. Your failure to comply with the requirements of the second and third paragraphs of Section 1 of this letter agreement or of Sections 4 or 5 of this letter agreement will result in forfeiture of your right to receive any of the payments or other benefits described above, as liquidated and agreed damages in favor of the Company.

7. You agree that you will not disclose to anyone the terms of this letter agreement, other than to your attorneys, accountants, and any other person, entity or judicial/ legislative body that you are required to inform by reason of a statute, regulation, ordinance, or court order.

8. Subject to the terms of the above Section 3, you acknowledge and agree that, as of the date of your signature to and the Effective Date of this Letter Agreement, you have received all compensation to which you are entitled as an employee of the Company.

9. Other than the obligations embodied in the confidentiality agreement that you signed when you joined the Company which shall survive as further described in Section 1, this letter agreement supersedes any and all other understandings and agreements, either oral or in writing, between you and the Company with respect to your employment by the Company and the termination thereof, and constitutes the sole and only agreement between you and the Company with respect to said subject matter. This letter agreement settles all disputed matters without admission of liability.

10. You hereby represent and warrant that:

(a) The Company advised you both in writing and verbally to consult with an attorney of your own choosing before signing this Agreement;

(b) You have had ample opportunity to consult with legal counsel;

(c) You acknowledge and understand that federal law allows you a period of up to forty-five (45) days within which to consider this letter agreement, that, to the extent that you have chosen to sign this letter agreement before the expiration of that forty-five (45) day period, you have done so voluntarily and without any pressure from the Company, and that, by executing and returning to the Company the attached Election to Execute Prior to Expiration of Forty-Five Day Consideration Period, you have chosen to be bound by that choice; and

(d) You acknowledge and understand that federal law allows you a period of seven (7) days after you have signed this letter agreement to revoke it and that as a result, notwithstanding any other provision of this letter agreement, no provision of this letter agreement other than Sections 1 and 2 hereof shall be enforceable until such seven (7)

day revocation period has passed and the eighth day after you sign without revoking will be the "Effective Date of this Agreement."

11. YOU WARRANT THAT YOU HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND EACH AND EVERY TERM, AND VOLUNTARILY ENTER INTO IT.

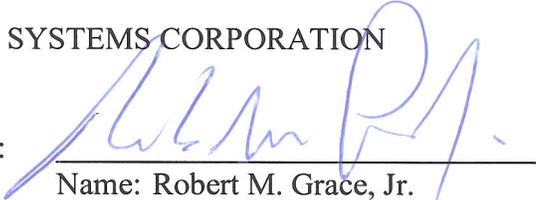
If this letter agreement is not returned signed within forty-five (45) days, that is on or before April 17, 2012 and does not become effective as provided in Section 10(d), it will be treated as notice of the termination of your employment by the Company effective on March 7, 2012. In such case, only the provisions of Sections 1 and 2 relating to the immediate termination of your employment will apply.

Please be sure to keep the Company informed of your address to ensure that you receive all notifications. Any questions concerning any points detailed in this letter can be directed to Robert M. Grace, Jr., Vice President, General Counsel & Secretary. When necessary, he will refer the question to the appropriate person.

If the above is in agreement with your understanding, please sign and keep one copy of this letter for your records, and sign and return to the Company one copy, whereupon it shall, from and after the Effective Date, constitute a binding agreement between us governed by South Carolina law.

Sincerely,

3D SYSTEMS CORPORATION

By: 

Name: Robert M. Grace, Jr.

Title: Vice President, General Counsel  
& Secretary

ACCEPTED AND AGREED:



Tracy Eau Claire



Date

Ms. Tracy Eau Claire  
March 7, 2012  
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ELECTION TO EXECUTE PRIOR TO EXPIRATION OF  
FORTY-FIVE DAY CONSIDERATION PERIOD

I, Tracy L. Eau Claire (the "Employee" referenced in that certain Letter Agreement and Release in Full, heretofore provided to me by the Company), understand that I have up to forty-five (45) days within which to consider and execute the Letter Agreement and Release in Full (the "Agreement"). However, after having an opportunity to consult with counsel, I have freely and voluntarily elected to execute the Agreement before the forty-five (45) day period has expired.

Tracy L. Eau Claire

Print Name: Tracy L. Eau Claire  
"Employee"

# Exhibit B

(August 27, 2012 Charge)

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-088182	08-27-2012

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer <b>3D Systems Corporation</b>		b. Tel. No. <b>803.326.3900</b>
d. Address (street, city, state ZIP code) <b>333 Three D Systems Circle Rock Hill, South Carolina 29730</b>		c. Cell No.
e. Employer Representative <b>Kim Hale, Human Resources Director</b>		f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) <b>Gold Canyon, AZ</b>
i. Type of Establishment (factory, nursing home, hotel) <b>Manufacturing</b>	j. Principal Product or Service <b>3D modelers, printers and software</b>	k. Number of workers at dispute location <b>500</b>

1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

During the past six months, the above-named Employer has interfered with, restrained, and coerced employees in the exercise of Section 7 rights by, among other acts, threatening its employees with discharge and discharging its employees, including Tracy Eau Claire and Kevin Eau Claire, individuals, because they engaged in protected, concerted activities, including, but not limited to, reporting harassment by a manager.

By these and other acts, the above-named Employer has restrained, coerced and interfered with the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>Tracy Eau Claire, an individual</b>	
4a. Address (street and number, city, state, and ZIP code) <b>5575 South Easy Street Gold Canyon, AZ 85118</b>	4b. Tel. No. <b>480.385.9625</b>
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail <b>tracy@tracyeauclaيرهphotography.com</b>
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. <b>480.385.9625</b>
By: <i>Tracy L. Eau Claire</i> <b>Tracy L. Eau Claire</b>	Office, if any, Cell No.
(signature of representative or person making charge) Address: Same as 4a	Print Name and Title Date: <b>8/27/2012</b>
	Fax No.
	e-Mail <b>tracy@tracyeauclaيرهphotography.com</b>

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

# Exhibit C

(February 15, 2013 Charge)

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**1<sup>st</sup> AMENDED CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-088182	Feb. 15, 2013

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>3D Systems Corporation</b>		b. Tel. No. <b>803-328-3900</b>
		c. Cell No.
d. Address (street, city, state ZIP code) <b>333 Three D Systems Circle Rock Hill, South Carolina 29730</b>	e. Employer Representative <b>Kim Hale, Human Resource Director</b>	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) <b>Gold Canyon, AZ</b>
i. Type of Establishment (factory, nursing home, hotel) <b>Manufacturing</b>	j. Principal Product or Service <b>3D Modelers, printers and software</b>	k. Number of workers at dispute location <b>500</b>
<p>1. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>During the last six-months, the above-named Employer has interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, by among other acts, maintaining overly-broad and discriminatory rules in its new-hire agreements and policies, including rules regarding mandatory arbitration that limit employees' access to the National Labor Relations Board, and confidentiality rules, and threatening its employees who violated its overly-broad and discriminatory rules with unspecified reprisals, and injunctive relief. By the above and other acts, the above-named Employer has interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>Tracy Eau Claire</b>		
4a. Address (street and number, city, state, and ZIP code) <b>5575 South Easy Street Gold Canyon, AZ 85118</b>		4b. Tel. No. <b>480-385-9625</b>
		4c. Cell No.
		4d. Fax No.
		4e. e-Mail <b>tracy@tracyeauclaيرهphotography.com</b>
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. <b>480-385-9625</b>
By: X <i>Tracy Eau Claire</i> (signature of representative or person making charge)	Tracy Eau Claire, Individual Print Name and Title	Office, if any, Cell No.
Address: same as 4a	Date: X <i>2/14/2013</i>	Fax No.
		e-Mail <b>tracy@tracyeauclaيرهphotography.com</b>

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

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1-679838044

**Exhibit D**  
(Complaint,  
dated February 28, 2013)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**3D SYSTEMS CORPORATION**

**and**

**Case 28-CA-088182**

**TRACY EAU CLAIRE, an Individual**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Tracy Eau Claire, an Individual (Eau Claire). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that 3D Systems Corporation (Respondent), has violated the Act as described below:

1. (a) The charge in this proceeding was filed by Eau Clair on August 27, 2012, and a copy was served by regular mail on Respondent on August 29, 2012.
- (b) The amended charge in this proceeding was filed by Eau Claire on February 15, 2013, and a copy was served by regular mail on Respondent on February 19, 2013.
2. (a) At all material times, Respondent has been a corporation with an office and place of business in Gold Canyon, Arizona (Respondent's facility), and has been engaged in manufacturing three-dimensional printers and electronic printer-related media, content development and design.

(b) In conducting its operations during the 12-month period ending August 27, 2012, Respondent purchased and received at Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Arizona.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Matthew Anderson	-	General Manager
Rajeev Kulkarni	-	Vice-President and General Manager of Consumer Solutions, Cubify
Kim Hale	-	Director of Human Resources
Robert M. Grace	-	Vice-President

4. (a) Since about February 27, 2012, Respondent has maintained the following overly-broad and discriminatory rules in its 3D Systems Corporation Employee Confidentiality and Non-Solicitation Agreement (Agreement):

1 Terms and Conditions

\* \* \*

2. Trade Secrets and Confidential Business Information.  
Employee recognizes and agrees that Employee will not, at any time, whether during or subsequent to the term of Employee's employment by the Company or any of its subsidiaries, in any fashion, form or manner, unless specifically previously consented to in writing by the President of the Company, use, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, either directly or indirectly, any confidential information of any kind, nature or description concerning any matters affecting or relating to the Company or any of its subsidiaries or their business. By

example and without limitation, "confidential information" includes: ...

\* \* \*

(k) any lists or other written records used in the Company's business;

(l) the compensation performance evaluations and any other terms and conditions of employment as to the Company's employees;

\* \* \*

(n) such other confidential information or data of any kind, nature, or description as may be specified from time to time by the Company. Confidential information is to be broadly defined and includes:

(1) all information that has or could have commercial value or other utility in the business in which the Company, any of its subsidiaries or their customers are engaged or in which they contemplate engaging and;

(2) all information that, if disclosed without authorization, could be detrimental to the interests of the Company, any of its subsidiaries or their customers, whether or not such information is identified as confidential information by the Company, any of its subsidiaries or their customers.

(b) Since about February 27, 2012, Respondent has threatened its employees with unspecified reprisals if they disclosed, without authorization, the information described in the Agreement.

(c) Since about February 27, 2012, Respondent has threatened its employees who breached the terms of the Agreement with unspecified reprisals and injunctive relief.

(d) Since about February 27, 2012, Respondent has maintained mandatory arbitration provisions requiring employees to submit all claims arising out of their employment to final and binding arbitration without excluding claims arising under the National Labor Relations Act.

5. By the conduct described above in paragraph 4, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

6. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraph 4, the Acting General Counsel seeks an Order requiring that Respondent, on a nationwide basis at all of its facilities, rescind and cease maintaining or enforcing the alleged unlawful respective rules, policies, or requirements set forth above in paragraphs 4(a) and 4(d), and either 1) furnish all current employees with inserts for Respondent's rules, policies, or requirements that (a) advise that the unlawful rules, policies, or requirements have been rescinded, or (b) provide language of lawful rules, policies, or requirements; or 2) publish and distribute revised Arbitration Agreements and Confidentiality and Non-Solicitation Agreements that (a) do not contain the unlawful rules, policies, or requirements, or (b) provide the language of lawful rules, policies, or requirements; post in all of Respondent's facilities on a nationwide basis, where Respondent's Arbitration Agreements and Confidentiality and Non-Solicitation Agreements have been distributed and maintained, a notice to employees regarding the alleged unlawful conduct related to these Agreements as

alleged in paragraph 4. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to this complaint. **The answer must be received by this office on or before March 14, 2013, or postmarked on or before March 12, 2013.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office. Respondent should serve a copy of the answer on each of the other parties. Respondent should serve a copy of the answer on each of the other parties.

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An answer may also be filed electronically through the Agency's website. *To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.* The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an

answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that on June 25, 2013, at 9:00 a.m. (local time), at the Hearing Room o the National Labor Relations Board, 2600 North Central Avenue, Suite 1400, Phoenix, Arizona, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegation in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 28<sup>th</sup> day of February 2013.

  
Cornele A. Overstreet, Regional Director

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case 28-CA-088182

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;

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- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

3D Systems Corporation  
333 Three D Systems Circle  
Rock Hill, SC 29730-7811

William H. Floyd Iii, Attorney at Law  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, SC 29201-6220

Ms. Tracy Eau Claire  
5575 South Easy Street  
Gold Canyon, AZ 85118-4619

**Exhibit E**  
(Answer,  
dated March 12, 2013)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

3D SYSTEMS CORPORATION

and

TRACY EAU CLAIRE, an Individual

Case No. 28-CA-088182

---

**RESPONDENT'S ANSWER TO COMPLAINT**

Respondent, 3D Systems Corporation, files its Answer to the Complaint in the above-captioned matter.

**First Defense**

The Complaint fails to state a claim upon which relief can be granted.

**Second Defense**

The Respondent denies that it has engaged in or is engaging in any unfair labor practices as alleged in the Complaint.

**Third Defense**

One or more of the allegations in the Complaint are untimely or exceed the scope of a timely filed charge.

**Fourth Defense**

The Charging Party lacks standing to assert claims against Respondent.

**Fifth Defense**

The Charging Party released any and all rights and claims, including those raised herein, against the Respondent; accordingly, her claims are barred by the doctrines of waiver, settlement, release, accord and satisfaction, and estoppel.

### **Sixth Defense**

With respect to the specific allegations of the Complaint, Respondent answers as follows:

1. Respondent admits that an unfair labor practice charge was filed and subsequently amended. Respondent denies the remainder of the allegations in sub-paragraphs (a) and (b).

2. (a) Respondent admits that it is a corporation engaged in the design and manufacture of three-dimensional printers, among other things. For a period of time, Respondent utilized members of the same family who worked out of one or more homes in Arizona. Respondent denies the remainder of the allegations in this paragraph.

(b) Admitted, upon information and belief.

(c) Admitted, upon information and belief.

3. Respondent denies that the names, as spelled, and the corresponding titles, as described, are entirely accurate, but admits that most of the individuals by those names or names reasonably close to those listed are or have been “supervisors” as defined by the Act. Respondent denies the remaining allegations in this paragraph because of the lack of information sufficient to form a belief as to the context of the “agency” being alleged. Respondent denies any remaining allegations in this paragraph.

4. Respondent denies the allegations of sub-paragraphs (a), (b), and (c) as stated. Respondent admits sub-paragraph (d), upon information and belief.

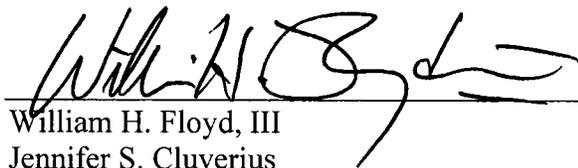
5. Respondent denies the allegations in this paragraph.

6. Respondent denies the allegations in this paragraph.

7. Respondent denies every allegation of the Complaint not specifically admitted above.

Having fully answered the Complaint, Respondent requests that the Complaint be dismissed in its entirety.

Dated this 12th day of March 2013.



---

William H. Floyd, III  
Jennifer S. Cluverius  
NEXSEN PRUET, LLC  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202  
PHONE: (803) 771-8900  
FACSIMILE: (803) 253-8277  
[WFloyd@nexsenpruet.com](mailto:WFloyd@nexsenpruet.com)

Attorneys for Respondent  
3D Systems Corporation

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

3D SYSTEMS CORPORATION

and

TRACY EAU CLAIRE, an Individual

Case No. 28-CA-088182

---

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing **Respondent's Answer to Complaint** has been served upon the following by causing a copy of the same to be sent via U.S. Mail addressed as shown below this 12th day of March 2013.

Cornele A. Overstreet, Esquire  
Regional Director  
National Labor Relations Board  
Region 28  
2600 North Central Avenue, Suite 1800  
Phoenix, AZ 85004-3099

Ms. Tracy Eau Claire  
5575 South Easy Street  
Gold Canyon, AZ 85118-4619

  
\_\_\_\_\_

# Exhibit F

(Respondent's Responses to  
Commerce Questionnaire)

NATIONAL LABOR RELATIONS BOARD  
**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully. Answer all applicable items and return to the Regional Office. If additional space is required, use plain bond paper and identify item number.

CASE NAME Tracy Eau Claire v. 3D Systems Corporation		CASE NUMBER 28-CA-088182																
1. TYPE OF BUSINESS <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP																		
2. CLASSIFICATION WHICH DESCRIBES YOUR BUSINESS <table style="width:100%; border:none;"> <tr> <td style="border:none;"><input type="checkbox"/> WHOLESALE</td> <td style="border:none;"><input type="checkbox"/> NEWSPAPER</td> <td style="border:none;"><input type="checkbox"/> OFFICE OF INDUSTRIAL BUILDING</td> <td style="border:none;"><input checked="" type="checkbox"/> RETAIL</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> HOSPITAL</td> <td style="border:none;"><input type="checkbox"/> HOTEL - MOTEL</td> <td style="border:none;"><input checked="" type="checkbox"/> MANUFACTURING/PROCESSING</td> <td style="border:none;"><input type="checkbox"/> SERVICE ORGANIZATION</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> TRUCKING</td> <td style="border:none;"><input type="checkbox"/> PUBLIC UTILITY</td> <td style="border:none;"><input type="checkbox"/> BROADCASTING STATION</td> <td style="border:none;"><input type="checkbox"/> NURSING HOME</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> TRANSIT SYSTEM</td> <td style="border:none;"><input type="checkbox"/> BUILDING AND CONSTRUCTION</td> <td style="border:none;"><input type="checkbox"/> OTHER (Describe)</td> <td></td> </tr> </table>			<input type="checkbox"/> WHOLESALE	<input type="checkbox"/> NEWSPAPER	<input type="checkbox"/> OFFICE OF INDUSTRIAL BUILDING	<input checked="" type="checkbox"/> RETAIL	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> HOTEL - MOTEL	<input checked="" type="checkbox"/> MANUFACTURING/PROCESSING	<input type="checkbox"/> SERVICE ORGANIZATION	<input type="checkbox"/> TRUCKING	<input type="checkbox"/> PUBLIC UTILITY	<input type="checkbox"/> BROADCASTING STATION	<input type="checkbox"/> NURSING HOME	<input type="checkbox"/> TRANSIT SYSTEM	<input type="checkbox"/> BUILDING AND CONSTRUCTION	<input type="checkbox"/> OTHER (Describe)	
<input type="checkbox"/> WHOLESALE	<input type="checkbox"/> NEWSPAPER	<input type="checkbox"/> OFFICE OF INDUSTRIAL BUILDING	<input checked="" type="checkbox"/> RETAIL															
<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> HOTEL - MOTEL	<input checked="" type="checkbox"/> MANUFACTURING/PROCESSING	<input type="checkbox"/> SERVICE ORGANIZATION															
<input type="checkbox"/> TRUCKING	<input type="checkbox"/> PUBLIC UTILITY	<input type="checkbox"/> BROADCASTING STATION	<input type="checkbox"/> NURSING HOME															
<input type="checkbox"/> TRANSIT SYSTEM	<input type="checkbox"/> BUILDING AND CONSTRUCTION	<input type="checkbox"/> OTHER (Describe)																
3. EXACT LEGAL TITLE OF FIRM 3D Systems Corporation																		
4. IF A CORPORATION <table style="width:100%; border:none;"> <tr> <td style="width:20%; border:none;">A. INCORPORATED IN STATE OF: DE</td> <td style="border:none;">B. NAME(S) AND ADDRESS(ES) OF PARENT, SUBSIDIARY, OR RELATED CORPORATION, IF ANY, AND DESCRIBE RELATIONSHIP. 333 Three D Systems Circle, Rock Hill, SC 29730</td> </tr> </table>			A. INCORPORATED IN STATE OF: DE	B. NAME(S) AND ADDRESS(ES) OF PARENT, SUBSIDIARY, OR RELATED CORPORATION, IF ANY, AND DESCRIBE RELATIONSHIP. 333 Three D Systems Circle, Rock Hill, SC 29730														
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5. IF A PARTNERSHIP FULL NAME AND COMPLETE ADDRESS OF ALL PARTNERS. N/A																		
6. IF A PROPRIETORSHIP FULL NAME AND COMPLETE ADDRESS OF PROPRIETOR. N/A																		
7. BRIEFLY DESCRIBE THE NATURE OF YOUR BUSINESS (General products handled or manufactured, or nature of services performed). Leading provider of 3D content-to-print solutions including 3D printers, print materials and on-demand custom parts services for professionals and consumers. 3D Systems also provides creative content development and design productivity tools.																		
8. PRINCIPAL PLACE OF BUSINESS LOCATED AT: Rock Hill, South Carolina		BRANCH(ES) LOCATED AT: North America, Europe, Asia-Pacific Region																
9. NUMBER OF PERSONNEL PRESENTLY EMPLOYED BY YOUR FIRM <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;">A. TOTAL As of 12/31/11: 714 full time</td> <td style="border:none;">B. AT THE ADDRESS INVOLVED IN THIS PROCEEDING. currently one employee in Phoenix</td> </tr> </table>			A. TOTAL As of 12/31/11: 714 full time	B. AT THE ADDRESS INVOLVED IN THIS PROCEEDING. currently one employee in Phoenix														
A. TOTAL As of 12/31/11: 714 full time	B. AT THE ADDRESS INVOLVED IN THIS PROCEEDING. currently one employee in Phoenix																	
10. DURING THE PAST <input checked="" type="checkbox"/> CALENDAR, <input type="checkbox"/> FISCAL YEAR (If Fiscal Year indicate dates) OR <input type="checkbox"/> LAST 12 MONTHS (Check appropriate box):																		
A. DID GROSS REVENUE FROM SALES OR PERFORMANCE OF SERVICES DIRECTLY TO CUSTOMERS OUTSIDE THE STATE EXCEED \$50,000 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN \$50,000 INDICATE AMOUNT		\$																
B. DID GROSS AMOUNT OF PURCHASES OF MATERIALS OR SERVICES DIRECTLY FROM OUTSIDE THE STATE EXCEED \$50,000 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN \$50,000 INDICATE AMOUNT		\$																
C. DID GROSS REVENUE FROM YOUR SALES OR PERFORMANCE OF SERVICES EQUAL OR EXCEED \$50,000 TO FIRMS WHICH DIRECTLY MADE SALES TO CUSTOMERS OUTSIDE THE STATE AND/OR TO CUSTOMERS WHICH MADE PURCHASES FROM DIRECTLY OUTSIDE THE STATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN \$50,000 INDICATE AMOUNT		\$																
D. IF THE ANSWER TO 10(c) IS NO, DID GROSS REVENUE FROM SALES OR PERFORMANCE OF SERVICES EQUAL OR EXCEED \$50,000 TO PUBLIC UTILITIES, TRANSIT SYSTEMS, NEWSPAPERS, HEALTH CARE INSTITUTIONS, BROADCASTING STATIONS, COMMERCIAL BUILDINGS, EDUCATIONAL INSTITUTIONS AND/OR RETAIL CONCERNS <input type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN \$50,000 INDICATE AMOUNT		\$ N/A																
E. DID GROSS AMOUNT OF YOUR PURCHASES EQUAL OR EXCEED \$50,000 FROM FIRMS WHICH IN TURN, PURCHASED THOSE GOODS DIRECTLY FROM OUTSIDE THE STATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN \$50,000 INDICATE AMOUNT		\$																
F. GROSS REVENUE FROM ALL SALES OR PERFORMANCE OF SERVICES (Check largest amount which firm equaled or exceeded): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input checked="" type="checkbox"/> \$1,000,000 IF LESS THAN \$100,000 INDICATE AMOUNT		\$																
11. ARE YOU A MEMBER OF, OR PARTICIPATE IN, AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, give Name and Address of association or group).																		
12. DID FIRM PERFORM NATIONAL DEFENSE WORK DURING THE PERIOD INDICATED IN 10 ABOVE? (If Yes, amount of dollar volume and name(s) and address(es) for whom work was performed). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		\$																
13. PROVIDE NAME & TITLE OF YOUR REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION CONCERNING THE OPERATIONS OF YOUR BUSINESS																		
NAME Andrew M. Johnson, Esq.	TITLE Vice President, General Counsel and Secretary	TELEPHONE NUMBER 803.326.4003																
SIGNATURE OR AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE																		
NAME AND TITLE (Type or Print)	SIGNATURE	DATE																

**PRIVACY ACT STATEMENT**

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**Exhibit G**  
(Affidavit of  
Andrew M. Johnson)

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

3D SYSTEMS CORPORATION

and

TRACY EAU CLAIRE, an Individual

Case No. 28-CA-088182

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**AFFIDAVIT OF ANDREW M. JOHNSON**

I, Andrew M. Johnson, being over the age of 18 years and being first duly sworn, deposes and says:

1. I am the Vice President, General Counsel and Secretary of 3D Systems Corporation (“3D Systems”), the Respondent in this action, and I have personal knowledge of the matters stated herein.

2. In early 2012, 3D Systems acquired a large technology company, enhancing products and services, but triggering a layoff of more than 70 employees, including Tracy Eau Claire (“Eau Claire”).

3. 3D Systems offered a Severance Agreement to Eau Claire. A true and accurate copy of the Severance Agreement presented to Eau Claire is attached as Exhibit A.

4. Others, including Eau Claire’s husband, who was also her co-worker, received and entered into the Severance Agreement following a reduction in force.

5. On March 15, 2012, Eau Claire signed the Severance Agreement.

6. After signing the Severance Agreement, according to its terms, Eau Claire had seven (7) days to revoke her signature, which she did not.

7. Once the Severance Agreement became final, 3D Systems tendered the severance pay and benefits to Eau Claire.

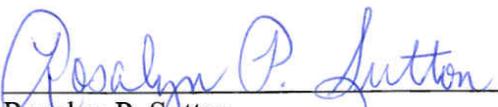
8. Eau Claire cashed the severance check.

9. Since then Eau Claire has never tendered back the severance benefits, including severance pay, given to her by 3D Systems.

This the 23<sup>rd</sup> day of May, 2013.

  
\_\_\_\_\_  
Andrew M. Johnson

Sworn to and subscribed before me,  
this the 23<sup>rd</sup> day of May, 2013.

  
\_\_\_\_\_  
Rosalyn P. Sutton  
Notary Public for South Carolina

My Commission Expires: April 28, 2016

# Exhibit A

(Severance Agreement)



March 7, 2012

Ms. Tracy Eau Claire  
4653 E. Fox Circle  
Mesa, AZ 85205

Dear Tracy:

As discussed with you today:

This letter confirms various points concerning your separation of employment with 3D Systems Corporation (together with its subsidiaries, the "Company") so that no misunderstanding will exist between you and the Company.

By this letter, you and the Company bind themselves to the separation conditions set forth below. The Company's obligations under this letter agreement are subject to your signing and returning to us a copy of this letter in a timely fashion as set forth below.

1. The last day you reported to work as an employee of the Company was March 7, 2012 and your employment terminated on that date. The Company has offered you separation benefits pursuant to Section 3 of this Letter Agreement and Release in Full.

You will immediately turn over to the Company any and all property of the Company, whether located in your office, home or other location and whether in paper, electronic or other form, including without limitation any and all customer, supplier or other documents, manuals, plans, projects and work notes, and all other business papers and all copies of same, which are in your possession. You will immediately return to the Company all keys, Company credit cards, computers, cell phones and other Company property.

You are reminded of your obligations under the confidentiality agreement that you signed when you joined the Company, which obligations survive the termination of your employment. Accordingly, you recognize and agree that (i) you will not take or use for any purpose without the Company's express permission, any customer or supplier lists, customer or supplier information, methods, materials and/or intellectual property belonging to the Company, including without limitation any materials developed for customer or supplier use and (ii) you are obligated to keep confidential and not to disclose or confirm to any third party any development, marketing, financial, strategic planning or other confidential information belonging to the Company or which has been provided to the Company by third parties.

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Create with Confidence™

3D Systems Corporation • 333 Three D Systems Circle • Rock Hill, SC 29730 • USA  
Phone: 803.326.3900 • www.3dsystems.com • NYSE: DDD

Ms. Tracy Eau Claire

March 7, 2012

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In connection with your separation from service with the Company, the Company has the right to repurchase any shares (the "Restricted Shares") of the Company's Common Stock currently held by you pursuant to the Company's 2004 Incentive Stock Plan. The Restricted Shares are covered by a Restricted Stock Purchase Agreement that you entered into with the Company. Under the terms of the Restricted Stock Purchase Agreement, the Company has the right to repurchase the Restricted Shares upon termination of your employment to the extent that they have not vested in accordance with their terms.

The Company hereby exercises its right to repurchase the Restricted Shares under the terms of the Restricted Stock Purchase Agreement at a repurchase price of \$1.00 per share for a total payment to you of \$1,000.00. You agree to deliver to the Company on or before five (5) business days following your separation date the appropriate duly executed stock powers and other documents required by the Restricted Stock Purchase Agreement or reasonably requested by the Company so that it may so repurchase such shares.

2. If you do not accept the Company's offer, your employment will terminate on March 7, 2012, and you will not be entitled to any of the payments or any of the other separation benefits set forth in this letter. In that case, you will be entitled only to the following, subject to any applicable withholdings and deductions:

(a) The Company will continue your health, dental, life, and vision benefits according to the Company's benefits plan through March 31, 2012. After that date, you will be entitled to continue COBRA continuation coverage at your own expense in accordance with the terms of the Company's health care plan and the applicable provisions of federal law.

(b) The Company will reimburse you for any outstanding travel or other expenses that you timely submit and are approved in accordance with the standard policies of the Company for any period ended on or before March 7, 2012.

3. In addition to the amounts described in Section 2, if you sign and return to us a copy of this letter in a timely fashion, and if you otherwise duly and timely perform your obligations under this letter agreement, you will receive the following, subject to any applicable withholdings and deductions:

(a) The Company will pay you continued compensation in the form of a lump sum payment of \$5,596.15, which sum is equivalent to six (6) weeks of separation pay.

4. You agree that you will make no negative characterizations of your employment separation or of the Company or its management. The Company will provide a reference regarding your employment, which includes only the duration of your employment, the position(s) held, and the duties performed.

5. In consideration of the benefits conferred in this letter agreement and **after an opportunity to review this proposal for up to forty-five (45) days and to consult with legal counsel**, you agree on behalf of yourself and your successors and assigns, that you will forever refrain from taking any legal action against the Company, its employees, directors, officers or agents, which is in any way related to your employment by the Company or the termination thereof, and do hereby release in full such parties from all claims, liabilities, demands, causes of action of whatever kind or nature, whether known or unknown, including, but not limited to, contract claims, claims for bonuses, severance pay, vacation or holiday pay, employee or fringe benefits, and claims based on any state or federal wage, employment, or common laws, or amendments thereto, with respect to the foregoing arising prior to your execution of this letter agreement and release, including without limitation any and all rights or claims related to your employment and termination of your employment, including under:

(i) Employer Retirement Income Security Act (ERISA); the Family Medical Leave Act (FMLA); the Age Discrimination in Employment Act (ADEA); the Older Workers Benefits Protection Act (OWBPA) of 1990; the Workers Adjustment and Retraining Notification Act (WARN); the Americans With Disabilities Act (ADA), as amended; the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA); the Fair Labor Standards Act (FLSA); the National Labor Relations Act, as amended (NLRA); Uniformed Services Employment and Reemployment Rights Act of 1944 (USERRA); and Executive Order 11246;

(ii) the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. § 1983; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(c) et seq.;

(iii) any and all claims for wages, commission, salary, bonus and/or any other type of compensation;

(iv) any claim existing under state law, federal law, Executive Order, or common law arising from your present work status;

(v) any municipal, state, or federal anti-discrimination, civil rights, or human rights laws, including but not limited to any claim based on age, gender, sex, race, color, religion, national origin, marital status, sexual orientation, ancestry, national origin, parental status, handicap, disability, and veteran status;

(vi) any other claims relating to or arising out of your employment relationship with the Company, including but not limited to workers' compensation and any claim for retaliatory or wrongful discharge; and

(vii) any other claim, including but limited to, claims for severance pay, back pay, fringe benefits, breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, mental anguish, loss of employment prospects, loss of reputation, misrepresentation, intentional acts, personal injury, invasion of privacy,

violation of public policy, negligence, statutory or common law for any compensatory or punitive damages or attorney fees.

Notwithstanding the foregoing, the Company and you acknowledge that you are not releasing claims for the Company's breach of this letter agreement.

6. Your failure to comply with the requirements of the second and third paragraphs of Section 1 of this letter agreement or of Sections 4 or 5 of this letter agreement will result in forfeiture of your right to receive any of the payments or other benefits described above, as liquidated and agreed damages in favor of the Company.

7. You agree that you will not disclose to anyone the terms of this letter agreement, other than to your attorneys, accountants, and any other person, entity or judicial/ legislative body that you are required to inform by reason of a statute, regulation, ordinance, or court order.

8. Subject to the terms of the above Section 3, you acknowledge and agree that, as of the date of your signature to and the Effective Date of this Letter Agreement, you have received all compensation to which you are entitled as an employee of the Company.

9. Other than the obligations embodied in the confidentiality agreement that you signed when you joined the Company which shall survive as further described in Section 1, this letter agreement supersedes any and all other understandings and agreements, either oral or in writing, between you and the Company with respect to your employment by the Company and the termination thereof, and constitutes the sole and only agreement between you and the Company with respect to said subject matter. This letter agreement settles all disputed matters without admission of liability.

10. You hereby represent and warrant that:

(a) The Company advised you both in writing and verbally to consult with an attorney of your own choosing before signing this Agreement;

(b) You have had ample opportunity to consult with legal counsel;

(c) You acknowledge and understand that federal law allows you a period of up to forty-five (45) days within which to consider this letter agreement, that, to the extent that you have chosen to sign this letter agreement before the expiration of that forty-five (45) day period, you have done so voluntarily and without any pressure from the Company, and that, by executing and returning to the Company the attached Election to Execute Prior to Expiration of Forty-Five Day Consideration Period, you have chosen to be bound by that choice; and

(d) You acknowledge and understand that federal law allows you a period of seven (7) days after you have signed this letter agreement to revoke it and that as a result, notwithstanding any other provision of this letter agreement, no provision of this letter agreement other than Sections 1 and 2 hereof shall be enforceable until such seven (7)

day revocation period has passed and the eighth day after you sign without revoking will be the "Effective Date of this Agreement."

11. YOU WARRANT THAT YOU HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND EACH AND EVERY TERM, AND VOLUNTARILY ENTER INTO IT.

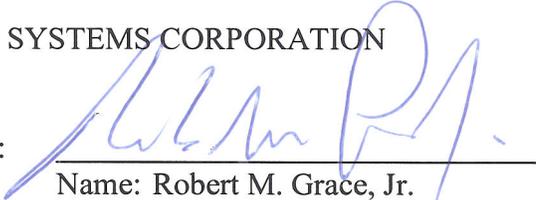
If this letter agreement is not returned signed within forty-five (45) days, that is on or before April 17, 2012 and does not become effective as provided in Section 10(d), it will be treated as notice of the termination of your employment by the Company effective on March 7, 2012. In such case, only the provisions of Sections 1 and 2 relating to the immediate termination of your employment will apply.

Please be sure to keep the Company informed of your address to ensure that you receive all notifications. Any questions concerning any points detailed in this letter can be directed to Robert M. Grace, Jr., Vice President, General Counsel & Secretary. When necessary, he will refer the question to the appropriate person.

If the above is in agreement with your understanding, please sign and keep one copy of this letter for your records, and sign and return to the Company one copy, whereupon it shall, from and after the Effective Date, constitute a binding agreement between us governed by South Carolina law.

Sincerely,

3D SYSTEMS CORPORATION

By: 

Name: Robert M. Grace, Jr.

Title: Vice President, General Counsel  
& Secretary

ACCEPTED AND AGREED:



Tracy Eau Claire



Date

Ms. Tracy Eau Claire  
March 7, 2012  
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ELECTION TO EXECUTE PRIOR TO EXPIRATION OF  
FORTY-FIVE DAY CONSIDERATION PERIOD

I, Tracy L. Eau Claire (the "Employee" referenced in that certain Letter Agreement and Release in Full, heretofore provided to me by the Company), understand that I have up to forty-five (45) days within which to consider and execute the Letter Agreement and Release in Full (the "Agreement"). However, after having an opportunity to consult with counsel, I have freely and voluntarily elected to execute the Agreement before the forty-five (45) day period has expired.

Tracy L. Eau Claire

Print Name: Tracy L. Eau Claire  
"Employee"