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8 TESLA, INC.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN JOSE DIVISION

12	TESLA, INC.,	)	Case No.: _____
13		)	
14	Plaintiff,	)	<b>COMPLAINT</b>
15		)	
16	v.	)	<b>(1) Violation of the Defend Trade Secrets</b>
17		)	<b>Act (18 U.S.C. § 1831 <i>et seq.</i>)</b>
18	ALEX KHATILOV	)	
19		)	<b>(2) Violation of the California Uniform</b>
20	Defendant.	)	<b>Trade Secrets Act (Cal. Civ. Code § 3426</b>
21		)	<b><i>et seq.</i>)</b>
22		)	<b>(3) Breach of Contract</b>
23		)	
24		)	<b>JURY TRIAL DEMANDED</b>
25		)	

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1 Plaintiff Tesla, Inc. (“Tesla” or “Plaintiff”), complains and alleges against Defendant Alex  
2 Khatilov (“Khatilov” or “Defendant”), as follows:

3 **NATURE OF THE ACTION**

4 1. This case is about Tesla protecting its trade secrets from premeditated theft by a  
5 (now) former employee, and making sure it does not happen again. Within three days of being  
6 hired by Tesla, Defendant brazenly stole thousands of trade secret computer scripts that took Tesla  
7 years to develop. Then, he lied about it and tried to delete the evidence of his theft when quickly  
8 confronted by Tesla’s security team, forcing Tesla to bring this complaint.

9 2. Tesla hired Defendant as a software automation engineer on December 28, 2020.  
10 Within three days, he began stealing thousands of highly confidential software files from Tesla’s  
11 secure internal network, transferring them to his personal cloud storage account on Dropbox, to  
12 which Tesla has no access or visibility. The files consist of “scripts” of proprietary software code  
13 that Tesla has spent years of engineering time to build. These scripts, when executed, automate a  
14 broad range of functions throughout Tesla’s business. Only a select few Tesla employees even  
15 have access to these files; and as a member of that group, Defendant took advantage of that access  
16 to downloaded files unrelated to his job.

17 3. Tesla’s information security personnel detected Defendant’s unauthorized  
18 download on January 6, 2021 and confronted Defendant that day and interviewed him. During  
19 this interview he repeatedly claimed that he had only transferred a couple personal administrative  
20 documents. After being prompted, he gave Tesla investigators access to view his Dropbox  
21 account, where they discovered Defendant’s claims were outright lies: the Tesla investigators  
22 found thousands and thousands of Tesla’s confidential computer scripts in his Dropbox.  
23 Defendant then claimed he somehow “forgot” about the thousands of other files he stole (almost  
24 certainly another lie). Even worse, it became apparent that Defendant had brazenly attempted to  
25 destroy the evidence by hurriedly deleting the Dropbox client and other files during the beginning  
26 of the interview when investigators were attempting to remotely access his computer.

27 4. Fortunately, the investigators were able to eventually view the Dropbox account  
28 and instructed Defendant to delete all Tesla files that still remained. But Tesla’s ability to rectify

1 Defendants' wrongdoing ended there. Tesla does not know whether Defendant took additional  
2 files, whether he copied files from the Dropbox account to other locations in the days before he  
3 was caught, or whether he sent any of the files to other persons or entities. Indeed, as soon as  
4 Defendant uploaded the stolen files to his Dropbox account, he could have shared or retransferred  
5 those files to anyone or any other storage media (whether an external thumb drive, another  
6 computer, a mobile device, or another cloud-based storage system). And Tesla would have had  
7 no way to know that.

8 5. This action is based on Defendant's: (1) violation of the Defend Trade Secret Act,  
9 18 U.S.C. § 1831, *et seq.*; (2) violation of the California Uniform Trade Secret Act, Cal. Civ. Code  
10 § 3426, *et seq.*; and (3) breach of contract.

### 11 **THE PARTIES**

12 6. Plaintiff Tesla is a corporation organized and existing under the laws of Delaware,  
13 with its principal place of business located at 3500 Deer Creek Road, Palo Alto, California 94304.  
14 Tesla develops, manufactures, sells, and leases electric vehicles and energy generation and storage  
15 systems throughout the United States and abroad.

16 7. Defendant Alex Khatilov is a former Tesla employee who also goes by the names  
17 Alex Tilov or Sabir Khatilov. Upon information and belief, he resides at 556 Chestnut Avenue,  
18 San Bruno, California 94066.

### 19 **JURISDICTION AND VENUE**

20 8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
21 1331 and 18 U.S.C. § 1836(c), as it arises under the federal Defend Trade Secrets Act, 18 U.S.C.  
22 § 1831 *et seq.*

23 9. This Court has supplemental jurisdiction over Plaintiff's state law claims under the  
24 California Uniform Trade Secret Act, Cal. Civ. Code § 3426, *et seq.* and for breach of contract  
25 pursuant to 28 U.S.C. § 1367(a) because Tesla's state law claims are so closely related to its federal  
26 claim that they form part of the same case of controversy under Article III of the United States  
27 Constitution.

1           10.     Venue is proper in the United States District Court for the Northern District of  
2 California pursuant to 28 U.S.C. § 1391 because Defendant resides in the Northern District of  
3 California and a substantial part of the events and omissions giving rise to the claims asserted  
4 occurred in this District.

5   **INTRADISTRICT ASSIGNMENT**

6           11.     A substantial part of the events and omissions which gave rise to the claims asserted  
7 took place in Santa Clara County, California. Thus, pursuant to Civil L.R. 3-2(c) and (e), this  
8 action should be assigned to the San Jose Division of this District.

9   **FACTUAL ALLEGATIONS**

10   ***Tesla's Trade Secrets and Confidential Information***

11           12.     Among Tesla's numerous innovations is its development of automated, "Quality  
12 Assurance" processes that run a broad range of business functions without human effort, including  
13 procurement, materials planning and processing, payables, and purchasing (collectively, the "Tesla  
14 Trade Secrets"). For example, much of the manufacturing cycle of Tesla vehicles is managed by  
15 these automated processes – from ordering parts to delivering cars.

16           13.     Tesla employs a team of Quality Assurance Engineers who help identify business  
17 tasks to be automated based on input from Tesla's business leaders. The engineers write computer  
18 scripts in Python (a computer programming language) to automate those tasks, and test the  
19 automated processes to ensure they function properly. These scripts are unique to Tesla and run  
20 on WARP Drive, the backend software for much of Tesla's business.

21           14.     Developing this complex system is expensive and time-consuming. Tesla has spent  
22 roughly 200 man-years of work to develop the Quality Assurance scripts – the cumulative hours  
23 spent by the Quality Assurance Engineering team over the past twelve years. The engineers' work  
24 is also guided by the business leaders in Tesla, who identify what tasks need to be automated –  
25 another large and valuable investment of its time.

26           15.     The Tesla Trade Secrets are extremely valuable to Tesla, and would be to a  
27 competitor. Access to the scripts would enable engineers at other companies to reverse engineer  
28 Tesla's automated processes to create a similar automated system in a fraction of the time and with

1 a fraction of the expense it took Tesla to build it. Third-party engineers could not compose these  
2 scripts based on public information, especially with such minimal time and effort. The scripts also  
3 would inform competitors of which systems Tesla believes are important and valuable to automate  
4 and how to automate them – providing a roadmap to copy Tesla’s innovation.

5 16. For these reasons, Tesla takes extensive measures to ensure that the Tesla Trade  
6 Secrets remain strictly confidential and are never shared externally. Even within Tesla, access to  
7 the scripts is limited to members of the Quality Assurance Engineering team, which is  
8 approximately 40 people out of Tesla’s roughly 50,000 employees. Who can grant access rights  
9 to the Trade Secrets is even more narrowly controlled, with only eight people having the ability to  
10 grant access. The engineers who do have access to the scripts are not permitted to download them  
11 to personal devices or cloud storage.

12 17. Tesla’s engineers also sign a comprehensive set of agreements and policies as a  
13 condition of their employment which require them to protect Tesla’s confidential information and  
14 not to disclose or misuse that information, including the Tesla Trade Secrets. These include: an  
15 Employee Nondisclosure And Inventions Assignment Agreement (“NDA”), which requires  
16 employees to hold Tesla’s information “in strictest confidence” and prohibits them from using or  
17 disclosing any Tesla “Proprietary Information,” including “technical data, trade secrets, know-  
18 how, ... plans, designs, ... methods, processes, ... data, programs, ... and other business  
19 information”; and an Internet Usage Policy that prohibits “transmitting, copying, downloading, or  
20 removing trade secret, proprietary, or confidential business information of Tesla without written  
21 authorization.”

22 18. The NDA also requires employees, upon termination, to “immediately return to the  
23 Company all originals and copies of all hard copy and electronic documents, files and other  
24 property of the Company in [their] possession or control or to which [they] have access ...  
25 regardless of the storage medium (e.g., internal or external hard drives, solid-state drives, USB  
26 flash drives, flash memory cards, and cloud storage).”

27 19. Tesla secures its physical facilities by restricting access to authorized personnel,  
28 and then monitoring actual access with security guards and cameras. Visitors to Tesla’s facilities

1 must check in with a receptionist or security, sign a nondisclosure agreement, and submit to a  
2 photograph. Visitors must also always be escorted by a Tesla employee while at the facilities.

3 20. Tesla further protects its confidential, trade secret, and proprietary information by  
4 using password-protected and firewall-protected networks and servers that are only accessible to  
5 current Tesla employees with proper credentials.

6 21. Tesla also has an Information Security team that monitors its systems for suspicious  
7 activity, including unauthorized downloading of confidential information.

8 ***Defendant Alex Khatilov Promises to Protect Tesla’s Trade Secrets and Confidential***  
9 ***Information as a Condition of His Employment at Tesla***

10 22. On December 28, 2020, Tesla hired Defendant Alex Khatilov as a Senior Software  
11 Quality Assurance Engineer.

12 23. Defendant’s role and responsibility was to prepare and revise computer scripts to  
13 help automate Environmental Health and Safety (“EHS”) systems.

14 24. As part of his employment, Tesla provided Defendant a laptop to perform his work.

15 25. As a condition of his employment, Defendant signed and agreed to abide by the  
16 terms of the NDA.

17 ***Defendant’s Theft of Tesla’s Trade Secrets, and Attempts to Conceal His Misconduct***

18 26. On December 31, 2020 – just three days after being hired by Tesla – Defendant  
19 began downloading thousands of files from Tesla’s networks and transmitted those files to his  
20 personal Dropbox account. The downloading was completed on January 4, 2021. He also  
21 downloaded some additional files on January 6.

22 27. Tesla’s Information Security team detected the downloading of up to approximately  
23 26,000 files on January 6 through its monitoring software. The team immediately reviewed the  
24 activity and concluded that it was not an authorized transfer. Tesla also discovered that the files  
25 contained a complete set of all automation scripts produced by the Quality Assurance Engineering  
26 team for WARP Drive over the last twelve years.

27 28. The scripts downloaded by Defendant had nothing to do with his responsibilities  
28 for developing scripts on the EHS system, which runs on a separate system from WARP Drive.

1           29.     Shortly after the Tesla Information Security team discovered Defendant's theft,  
2 Tesla personnel confronted Defendant by initiating a videoconference call via Microsoft Teams  
3 that same day. Defendant had been working remotely due to COVID-19.

4           30.     During the call, Defendant confirmed that he had signed the NDA. He also  
5 confirmed that he installed a Dropbox desktop application on his Tesla-issued laptop, which  
6 enabled him to upload files to a personal cloud-based account to which Tesla has no access or  
7 visibility. Defendant claimed, however, that he had only uploaded personal administrative  
8 documents to his Dropbox, such as his scanned passport and a copy of his W-4. When asked to  
9 clarify, he reiterated again that he uploaded only personal administrative documents to his  
10 Dropbox account, not anything confidential to Tesla.

11           31.     Tesla personnel prompted Defendant to share his laptop screen to confirm that his  
12 Dropbox account did not contain any confidential Tesla files, as he twice claimed. Defendant  
13 delayed accepting the screen share request for over a minute, thus preventing Tesla personnel from  
14 viewing his screen or Dropbox files. During this time, he could be seen on videochat hurriedly  
15 deleting information from his computer.

16           32.     Once Defendant finally shared his screen, he claimed that he had already deleted  
17 the Dropbox desktop application during the interview, confirming that Defendant was destroying  
18 evidence to try to prevent Tesla from inspecting what he had done.

19           33.     Although Defendant had deleted the Dropbox desktop application from his laptop,  
20 such deletion only disabled the functionality that uploads files to the Dropbox cloud, and did not  
21 necessarily delete files uploaded to the account itself. Tesla personnel thus instructed Defendant  
22 to display all files that had already been transferred to Dropbox, which revealed folders containing  
23 a large amount of non-administrative material, including many of the Quality Assurance scripts  
24 that were detected by Tesla's monitoring software.

25           34.     Tesla personnel also instructed Defendant to login to the Dropbox website so they  
26 could see whether the files he downloaded remained available in his Dropbox account. This  
27 revealed that the same confidential Tesla files seen on his laptop were still available through his  
28 cloud storage account. Defendant agreed to delete the remainder of those files – or at least, the

1 ones that Tesla personnel were able to see during the call. The investigators, however, were only  
2 able to view Defendant’s screen – they could not actually control his mouse or keyboard in order  
3 to delete the files themselves.

4 35. Tesla personnel then informed Defendant that, despite his claims to the contrary,  
5 the Information Security team detected that he removed over 26,000 highly confidential, non-  
6 administrative files from the Tesla network over the course of several days. Defendant claimed  
7 that he “forgot” he had downloaded them. Defendant was also unable to articulate a business  
8 reason for his downloads.

9 36. Defendant was terse and evasive throughout the interview, providing mostly one-  
10 word answers and feigning ignorance. Defendant repeatedly lied to Tesla, claiming (twice) that  
11 he had only downloaded and transferred personal administrative files, and then claiming that he  
12 “forgot” about downloading thousands of other non-administrative, highly confidential software  
13 scripts. He also attempted to destroy evidence of his theft while obstructing Tesla’s efforts to  
14 access his laptop screen and see what he had taken.

15 37. After discovering Defendant’s theft of the Tesla Trade Secrets, and due to his  
16 repeated lying and obfuscation during the investigation, Tesla fired Defendant that day.

17 38. Although investigators were able to watch Defendant delete the information they  
18 found on Defendant’s laptop and in his Dropbox account, Tesla could not confirm whether he took  
19 additional files, whether the information he downloaded was further transferred from Dropbox to  
20 other locations in the days before he was caught, or whether he shared the information with anyone  
21 else.

22 39. As soon as Defendant uploaded the files to his Dropbox account, he had the ability  
23 to instantly share or retransfer those files from Dropbox to any other person or location at any time  
24 – including loading them onto a thumb drive, emailing them, syncing them to another computer,  
25 transferring them to an entirely different cloud-based account, or even printing them. Tesla would  
26 have had no way to monitor that activity, which Defendant could have done at any time before he  
27 purportedly deleted the files from Dropbox.

28



1 40. Moreover, because of COVID-19, this interview had to be conducted remotely,  
2 rather than in person. This remote process necessarily hindered Tesla’s ability to ensure complete  
3 deletion of the Trade Secrets, since Tesla could not directly control Defendant’s devices, perform  
4 immediate forensic analysis of the devices, or acquire full access to Defendant’s Dropbox.

5 41. On information and belief, Tesla did not uncover all of Defendant’s theft.  
6 Defendant’s proven track record of dishonesty and evidence destruction raises grave concerns that  
7 he continues to misappropriate Tesla’s Trade Secrets. On information and belief, Defendant has  
8 indeed further used and/or disseminated that information.

9 **First Cause of Action**

10 **(Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.*)**

11 42. Tesla re-alleges and incorporates by reference each and every allegation contained  
12 in paragraphs 1 through 38 of this Complaint.

13 43. As set forth above, Defendant misappropriated thousands of Quality Assurance  
14 automation software scripts constituting “trade secrets” under the Defend Trade Secrets Act, 18  
15 U.S.C. § 1831 *et seq.* Tesla is the owner of these Tesla Trade Secrets.

16 44. The Tesla Trade Secrets automate business processes underlying the development,  
17 manufacturing, sale, and leasing of products and services used in, and intended for use in, interstate  
18 and foreign commerce.

19 45. The Tesla Trade Secrets derive independent economic value from not being  
20 generally known to the public, to Tesla’s competitors, or to other persons who can obtain economic  
21 value from the disclosure or use of the information.

22 46. The Tesla Trade Secrets are not readily ascertainable through proper means or from  
23 generally available, public sources.

24 47. At all relevant times, Tesla has made reasonable efforts to protect and preserve the  
25 secrecy of the Tesla Trade Secrets.

26 48. Defendant misappropriated the Tesla Trade Secrets within the meaning of 18  
27 U.S.C. § 1839(5) by, *inter alia*, knowingly acquiring the Tesla Trade Secrets through improper  
28

1 means, and disclosing and/or using the Tesla Trade secrets without Tesla's express or implied  
2 consent.

3 49. Defendant knew or had reason to know that, at the time he accessed, downloaded  
4 and used the Tesla Trade Secrets, this information was acquired and obtained by improper means  
5 and/or under circumstances giving rise to a duty to maintain secrecy or limit use, and that he did  
6 not have Tesla's express or implied consent to do so.

7 50. Defendant acquired the Tesla Trade Secrets by virtue of his employment with Tesla,  
8 not through his own independent research and efforts, in direct violation of his legal obligations to  
9 Tesla.

10 51. On information and belief, Defendant failed to fully delete or return the Tesla Trade  
11 Secrets that he misappropriated, and continues to use or disclose the Tesla Trade Secrets without  
12 Tesla's consent.

13 52. On information and belief, Defendant has gained, or will gain, substantial benefit  
14 from his misappropriation of the Tesla Trade Secrets, to Tesla's substantial detriment.

15 53. As a result of Defendant's unlawful conduct, the Tesla Trade Secrets have been  
16 compromised, and Tesla is substantially threatened by Defendant's further use and/or  
17 dissemination of that information.

18 54. As a direct, proximate, and foreseeable result of Defendant's misappropriation of  
19 the Tesla Trade Secrets, Tesla has been damaged in an amount not yet ascertained.

20 55. Defendant's unlawful actions were willful and malicious, and with the deliberate  
21 intent to injure Tesla's business, thereby entitling Tesla to exemplary damages and/or attorneys'  
22 fees in an amount to be proven at trial pursuant to 18 U.S.C. § 1836(b)(3)(D).

23 56. Tesla is entitled to an order requiring Defendant, his agents, and all persons acting  
24 in concert with him, from using or disclosing, or threatening to use or disclose, the Tesla Trade  
25 Secrets, and restraining Defendant from obtaining any benefit from his wrongful possession and  
26 use of the Tesla Trade Secrets. Unless enjoined by this Court, said misappropriation of the Tesla  
27 Trade Secrets, actual or threatened, will cause great and irreparable injury to Tesla. Tesla has no  
28 adequate or other remedy at law for such acts and threatened acts.

**Second Cause of Action**

**(Violation of California’s Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.*)**

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3 57. Tesla re-alleges and incorporates by reference each and every allegation contained  
4 in paragraphs 1 through 53 of this Complaint.

5 58. As set forth above, Defendant misappropriated thousands of Quality Assurance  
6 automation software scripts constituting “trade secrets” under the California Uniform Trade  
7 Secrets Act, Cal. Civ. Code § 3426, *et seq.* Tesla is the owner of these Tesla Trade Secrets.

8 59. The Tesla Trade Secrets derive independent economic value from not being  
9 generally known to the public, to Tesla’s competitors, or to other persons who can obtain economic  
10 value from disclosure or use of the information.

11 60. At all relevant times, Tesla has made reasonable efforts to protect and preserve the  
12 secrecy of the Tesla Trade Secrets.

13 61. Defendant misappropriated the Tesla Trade Secrets within the meaning of Cal. Civ.  
14 Code § 3426.1(b) by, *inter alia*, knowingly acquiring the Tesla Trade Secrets through improper  
15 means, and disclosing and/or using the Tesla Trade secrets without Tesla’s express or implied  
16 consent.

17 62. Defendant knew or had reason to know that, at the time he accessed, downloaded  
18 and used the Tesla Trade Secrets, this information was acquired and obtained by improper means  
19 and/or under circumstances giving rise to a duty to maintain secrecy or limit use, and that he did  
20 not have Tesla’s express or implied consent to do so.

21 63. Defendant acquired the Tesla Trade Secrets by virtue of his employment with Tesla,  
22 not through his own independent research and efforts, in direct violation of his legal obligations to  
23 Tesla.

24 64. On information and belief, Defendant failed to fully delete or return the Tesla Trade  
25 Secrets that he misappropriated, and continues to use or disclose the Tesla Trade Secrets without  
26 Tesla’s consent.

27 65. On information and belief, Defendant has gained, or will gain, substantial benefit  
28 from his misappropriation of the Tesla Trade Secrets, to Tesla’s substantial detriment.

1 66. As a result of Defendant's unlawful conduct, the Tesla Trade Secrets have been  
2 compromised, and Tesla is substantially threatened by Defendant's further use and/or  
3 dissemination of that information.

4 67. As a direct, proximate, and foreseeable result of Defendant's misappropriation of  
5 the Tesla Trade Secrets, Plaintiff has been damaged in an amount not yet ascertained.

6 68. Defendant's unlawful actions were willful and malicious, and with the deliberate  
7 intent to injure Tesla's business, thereby entitling Tesla to exemplary damages pursuant to Cal.  
8 Civ. Code § 3426.3(c) and/or attorneys' fees in an amount to be proven at trial pursuant to Cal.  
9 Civ. Code § 3246.4.

10 69. Tesla is entitled to an order requiring Defendant, his agents, and all persons acting  
11 in concert with him, from using or disclosing, or threatening to use or disclose, the Tesla Trade  
12 Secrets, and restraining Defendant from obtaining any benefit from his wrongful possession and  
13 use of the Tesla Trade Secrets. Unless enjoined by this Court, said misappropriation of the Tesla  
14 Trade Secrets, actual or threatened, will cause great and irreparable injury to Tesla. Tesla has no  
15 adequate or other remedy at law for such acts and threatened acts.

16 **Third Cause of Action**

17 **(Breach of Contract)**

18 70. Tesla re-alleges and incorporates by reference each and every allegation contained  
19 in paragraphs 1 through 66 of this Complaint.

20 71. As a condition of his employment with Tesla, Defendant signed and agreed to abide  
21 by 1) the terms of an NDA between himself and Tesla and 2) the terms of an employment  
22 agreement contained in the offer letter between Defendant and Tesla. Both the NDA and the  
23 employment agreement prohibited Defendant from, among other things, using or disclosing the  
24 Tesla Trade Secrets.

25 72. Tesla fully complied with and fulfilled its obligation under the NDA and  
26 employment agreement by, among other things, employing the Defendant.

27 73. While employed by Tesla, Plaintiff breached the NDA and employment agreement  
28 by, without authorization or any business purpose, accessing, downloading, transmitting, and

1 retaining thousands of Quality Assurance automation software scripts constituting the Tesla Trade  
2 Secrets, and storing those scripts on a personal cloud storage account.

3 74. On information and belief, Plaintiff further breached his NDA and employment  
4 agreement by providing the Trade Secret information to other unknown individuals or entities after  
5 that information had been exfiltrated to Dropbox.

6 75. Tesla has sustained and will sustain damages as a direct and proximate result of  
7 Defendant's breach of contract.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff Tesla prays for judgment in its favor and against Defendant Alex  
10 Khatilov, inclusive as follows:

11 1. Granting temporary, preliminary, and permanent injunctive relief against  
12 Defendant, and any persons in active concert or participation with him: (i) enjoining Defendant  
13 from obtaining, retaining, using, transmitting, disseminating, or disclosing the Tesla Trade Secrets;  
14 (ii) requiring Defendant to immediately return all Tesla equipment, tangible materials, and  
15 information that remain in Defendant's possession, custody, or control; (iii) ordering Defendant to  
16 identify, and turn over, any property in his possession, custody, or control containing or reflecting  
17 the Tesla Trade Secrets, including hard copy documents or any form of electronic storage media;  
18 (iv) ordering Defendant to identify any other persons, entities, or locations not within his  
19 possession, custody, or control, to which Defendant has transmitted, disseminated, disclosed, or  
20 stored any Tesla Trade Secrets; and (v) any other appropriate injunctive relief;

21 2. Awarding compensatory damages in an amount to be determined at trial;

22 3. Awarding exemplary damages in an amount to be determined at trial;

23 4. Awarding interest at the maximum legal rate on all sums awarded;

24 5. Awarding reasonable attorneys' fees as permitted by law;

25 6. Awarding all costs of suit and investigation herein; and

26 7. Awarding such other and further relief as the Court deems just and proper.

27 **JURY DEMAND**

28 Plaintiff Tesla demands a jury trial on all triable issues.

1 Dated: January 22, 2021

s/ Joseph Alm

Joseph Alm

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Joseph Alm

CA Bar # 294362

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Counsel for Plaintiff

*Tesla, Inc.*

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Tesla, Inc.

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Joseph Alm, Tesla, Inc., 901 Page Ave., Fremont CA 94538 (650) 681-5000

DEFENDANTS

Alex Khatilov

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. § 1836. Brief description of cause: Trade Secret Misappropriation

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE: January 22, 2021 SIGNATURE OF ATTORNEY OF RECORD: Joseph Alm

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.