1 Fred Norton (SBN 224725)
2 Bree Hann (SBN 215695)
   Matt Turetzky (SBN 280997)
3 THE NORTON LAW FIRM PC
   299 Third Street, Ste 106
4 Oakland, California 94607
5 Telephone: (510) 906-4900
   Fax: (510) 906-4910
6 fnorton@nortonlaw.com
   bhann@nortonlaw.com
7 mturetzky@nortonlaw.com

8 Attorneys for TESLA, INC.

9

10   **UNITED STATES DISTRICT COURT**

11   **NORTHERN DISTRICT OF CALIFORNIA**

12

13   **CASE NO.**

14 TESLA, INC., a Delaware corporation,   **COMPLAINT**

15   Plaintiff,

16   v.   **JURY TRIAL DEMANDED**

17

18 GUANGZHI CAO, an individual,

19   Defendant.

20

21

22

23

24

25

26

27

28

COMPLAINT

1

SUMMARY OF THE ACTION

2   1.   Tesla, Inc. ("Tesla") leads the world in the design and production of all-electric

3   vehicles, as well as clean energy generation and storage products. Defendant Guangzhi Cao was a

4   member of Tesla's Autopilot team, an elite group of engineers developing Tesla's industry-leading

5   Autopilot features, including its full self-driving technology – a crown jewel of Tesla's intellectual

6   property portfolio. As part of the Autopilot team, Cao had access to crucially important, and highly

7   confidential, Tesla trade secrets, including source code.

8   2.   On January 3, 2019, Cao abruptly announced that he was quitting his job at Tesla,

9   effective the very next day. Although he did not tell anyone at the time, Cao had accepted a job

10   doing the same work for Xiaopeng Motors Technology Company Ltd. ("XMotors"), a Tesla imitator

11   also pursuing self-driving and electric vehicle technology.

12   3.   As Tesla has now learned, Cao began searching for a new job by November 2018.

13   Long before he left, Cao began uploading complete copies of Tesla's Autopilot-related source code

14   to his personal iCloud account – more than 300,000 files and directories, in violation of Tesla's

15   policies and its agreements with Cao. Then, as he was looking to leave Tesla, Cao created .zip files

16   of Tesla's complete Autopilot-related source code repositories, making them smaller and easier to

17   move.

18   4.   Unbeknownst to Tesla, Cao had at least a verbal offer from XMotors by November

19   26, 2018. Cao then traveled to China (the home of XMotors) between December 5 and 9, without

20   telling his manager where he was going or why. He received a written employment offer from

21   XMotors on December 12.

22   5.   Tesla does not know when Cao accepted his job offer. However, as Tesla now

23   knows, Cao deleted over 120,000 files in the month of December and disconnected his iCloud

24   account from his Tesla-issued computer on December 26. Between December 27 and January 1,

25   Cao repeatedly logged into Tesla's secure networks, and he cleared his browser history by January

26   4, his last day at Tesla.

27   6.   When he left, Cao did not return Tesla's highly confidential information, nor disclose

28   that he had made copies. Tesla thus believes that Cao still has, can access at will, and may be using

1

COMPLAINT

1 all the source code needed to replicate Tesla's proprietary Autopilot technology, none of which he

2 has a legal right to possess.

3   7.   Needless to say, Tesla's confidential information is not safe in the hands of XMotors

4 or its employees. Inspired by and on a mission to beat Tesla, XMotors reportedly designed its

5 vehicles around Tesla's open-source patents and has transparently imitated Tesla's design,

6 technology, and even its business model. XMotors has also introduced reportedly "Autopilot-like"

7 features (called X-Pilot), and now employs at least five of Tesla's former Autopilot employees,

8 including Cao. And, as discussed below, this would not be the first time that a new XMotors recruit

9 tried to bring his former employer's trade secrets to XMotors.

10   8.   Tesla has spent hundreds of millions of dollars and more than five years developing

11 Autopilot. Now that investment is at risk. Tesla must learn what Cao has done with Tesla's IP, to

12 whom he has given it, and the extent to which Tesla has been harmed. Tesla files this lawsuit to

13 compel the return of its valuable IP and protect it from further exploitation, and for all other relief as

14 the facts may warrant.

THE PARTIES

16   9.   Tesla is a Delaware corporation with its headquarters and principal place of business

17 in Palo Alto, California.

18   10.   Defendant Guangzhi Cao is an individual who, on information and belief, resides in

19 Cupertino, California. From April 24, 2017 until January 4, 2019, Cao worked for Tesla in Palo

20 Alto, California.

JURISDICTION AND VENUE

22   11.   This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this matter involves

23 claims under the Defend Trade Secrets Act ("DTSA"), 18 U.S.C. §§ 1836 *et seq*. This Court has

24 supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367, as the remaining

25 claims form part of the same case or controversy: Cao's access to, taking of, and use of Tesla's

26 intellectual property and confidential information.

27   12.   Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a

28 substantial part of the events giving rise to the claims occurred in this District. For example, Tesla

1   employed Cao in Palo Alto, which is within the Northern District; Cao downloaded Tesla's source

2   code while physically present at or connected to his Tesla workplace.

3   **FACTUAL BACKGROUND**

4   **A. Tesla's Industry-Leading Autopilot Technology And Autopilot Source Code**

5   13.   Tesla's Autopilot technology is widely regarded as the most advanced, safest, and

6   most reliable technology of any consumer advanced driver-assistance system solution. Today,

7   Autopilot is an advanced driver assistance system that augments drivers' perception, improves their

8   decision-making, and assists in controlling their vehicles. Autopilot offers advanced driver

9   assistance features including lane-keeping, adaptive cruise control, and automatic parking. More

10   recently, Tesla introduced Navigate on Autopilot, which guides a car from a highway's on-ramp to

11   off-ramp, including suggesting and making lane changes, navigating highway interchanges, and

12   taking exits (in each case under the driver's supervision).   Tomorrow's Autopilot will make Tesla's

13   vehicles fully autonomous, capable of driving short and long distances without driver involvement.

14   14.   Tesla has a global fleet of more than 500,000 cars, which have driven more than a

15   billion collective miles with Autopilot activated. Every day, thousands of Autopilot-enabled Tesla

16   vehicles provide real-time feedback to Tesla's servers, yielding voluminous data that Tesla uses to

17   continually improve the Autopilot system. This fleet gives Tesla exponentially more data than its

18   autonomous vehicle competitors, who generally have only small fleets of prototype vehicles, and

19   has allowed Tesla to accelerate its autonomy technology in a way no other company can.

20   15.   Tesla uses multiple, highly confidential kinds of source code for its Autopilot

21   features, including the firmware, Autopilot, and neural net source code repositories (the "Autopilot

22   Trade Secrets"). Firmware source code executes core tasks on Tesla's vehicles, such as motor

23   controls, steering, and infotainment functions. Autopilot source code executes Autopilot-related

24   functions, such as semi-autonomous driving, in response to environmental and driver-supplied

25   inputs, and uses the neural net to process (and "see") information from onboard cameras to make

26   decisions. The neural net source code does not run on Tesla's vehicles directly but is used to "train"

27   the neural net using a massive dataset via machine-learning processes. Each of these source code

28   repositories is highly valuable in its own right. Taken together, the Autopilot Trade Secrets would

1 give a competitor an enormous advantage in attempting to replicate Tesla's current self-driving

2 technology, and in anticipating future developments.

3   16.   Tesla derives independent value from maintaining the secrecy of its source code and

4 other proprietary information related to Autopilot and the functioning of its vehicles. Tesla's source

5 code reveals how Tesla has approached and solved problems in vehicle autonomy, and disclosure of

6 that source code could give competitors an unfair, and unearned, advantage.

7   17.   For example, unlike many of Tesla's competitors, Tesla's self-driving functionality is

8 primarily based on cameras and radar, without the use of another expensive sensor, LIDAR. The

9 source code reveals in great detail how Tesla has used camera and radar to solve problems in

10 autonomous driving.

11   18.   As another example, the source code also reflects and contains improvements that are

12 built on Tesla's massive volume of fleet telemetry data. If disclosed to a competitor, that competitor

13 could use Tesla's source code to copy Tesla's work, compete with Tesla, or otherwise accelerate the

14 development of its own vehicle autonomy technology.

15   19.   Similarly, across all of its source code (including firmware, Autopilot, and neural net

16 source code), Tesla has invested enormous time and expense to write and incrementally improve its

17 source code over time. Disclosure of this source code to Tesla's competitors could give them access

18 to off-the-shelf code that they could use in operating their own vehicles or vehicle autonomy

19 software. If Tesla's source code is disclosed to competitors, those competitors will unfairly receive,

20 for free, the fruit of Tesla's labor and investment over many years to develop, improve, and refine its

21 various kinds of source code.

22 **B. Tesla Vigorously Protects The Confidentiality Of Its Confidential Information**

23   20.   Tesla's policies and practices robustly protect confidential and proprietary

24 information, including the Autopilot Trade Secrets. For example, Tesla requires all its employees to

25 enter into agreements that obligate them to safeguard the company's confidential information,

26 including trade secrets and source code. Employees must sign confidentiality agreements as a

27 condition of their employment, such as Tesla's Employee Non-Disclosure and Inventions

28

1 Assignment Agreement ("NDA"), and must periodically re-sign as the company revises and updates

2 its agreements.

3   21.   Tesla secures its physical facilities by restricting access to authorized personnel, and

4 then monitoring actual access with security guards and cameras. Visitors to Tesla's headquarters in

5 Palo Alto ("Deer Creek"), where the Autopilot team is located, must check in with a receptionist or

6 security guard, sign a nondisclosure agreement, and submit to a photograph. While at Deer Creek,

7 they must be escorted by a Tesla employee at all times.

8   22.   Tesla also protects its confidential information with stringent information security

9 policies and practices. Tesla's network and servers are themselves password-protected and firewall-

10 protected and are accessible only to current Tesla employees with proper credentials. And after an

11 employee resigns or is terminated, Tesla promptly deactivates that user's network, active directory,

12 and email permissions, which cuts off access to Tesla's source code repositories. In addition, Tesla

13 prohibits employees from storing confidential Tesla information on unsecured systems, such as

14 iCloud, Google Drive, or DropBox – which Cao violated here.

15 **C. Tesla Guards The Autopilot Source Code Even More Strictly**

16   23.   The Autopilot Trade Secrets are extremely valuable, and Tesla takes extreme care to

17 keep them secret. Each of Tesla's 200 Autopilot team members must sign Tesla's NDA, which

18 requires employees to keep confidential all of Tesla's confidential and proprietary information,

19 including technical data, trade secrets, source code, and other business information. The Autopilot

20 team members are also subject to Tesla's general policies and practices, as described above. In

21 addition, the Autopilot team is physically separated from the other employees at Deer Creek.

22 Employees with approved access rights to the Autopilot team area must badge into the area and pass

23 through a turnstile, which prevents "tailgating" by other people who are not authorized to enter the

24 restricted area. This physical separation ensures that other Tesla employees, or authorized guests,

25 cannot see or learn what the Autopilot team is doing. The Autopilot team's work is top secret, even

26 within Tesla.

27   24.   Tesla stores the Autopilot Trade Secrets on a Tesla-owned server, protected behind

28 Tesla's firewall. Of Tesla's approximately 45,000 employees worldwide, only about 800 have

1   access to the firmware source code, while only about 200 have access to any portion of the Autopilot

2   source code. Access to both firmware and Autopilot source code is granted and monitored by high-

3   level managers in the Autopilot group. Tesla restricts the neural network source code most

4   stringently: currently, only about 40 people have access to this source code, which is granted on a

5   strict "need-to-know" basis and only by the head of Artificial Intelligence at Tesla. As noted above,

6   by virtue of his position and responsibilities, Cao had access to all three types of source code.

7   **D. XMotors Copies Tesla To Catch Up**

8   　　25.　　Given Tesla's success with its electric and autonomous cars, numerous companies are

9   trying to catch up. One such company is XMotors.[1] XMotors is one of many Tesla-inspired

10   startups, and its copying of Tesla is well documented.[2] For example, XMotors' first vehicle, the G3,

11   has been called a "Tesla clone" based on visual similarities in the vehicles' styling, touchscreen,

12   user interface, instrument cluster, headlights, and more. XMotors has also announced that it will

13   operate a broad "super charging" network (Tesla's global fast-charging network is called the

14   "Supercharger" network), and will operate a direct sales and service network, like Tesla has done

15   since its inception.

16   　　26.　　XMotors has also pursued Tesla's employees. In 2017, XMotors hired a former Tesla

17   Autopilot team member as its Vice President of Autonomous Driving. Tesla is informed and

18   believes that this employee is now responsible for the self-driving research and development team

19   for XMotors. At least five former Autopilot team members have now gone to XMotors, including

20   Cao.

21   　　27.　　XMotors has previously gained notoriety in connection with competitors' trade

22   secrets. In July 2018, a former Apple employee was arrested at the San Jose International Airport

23

24   [1] On information and belief, the parent company, based in China, is Xiaopeng Motors Technology Company Ltd., often referred to as Xpeng Motors. According the website www.xmotors.ai,,

25   "XMotors is a fully-owned subsidiary of XPENG Motors." On information and belief, the XMotors entity that hired Cao is formally known as XMotors.ai, Inc.

26   [2] https://interestingengineering.com/is-xpeng-set-to-be-the-tesla-of-china;
https://qz.com/1362926/chinese-ev-unicorn-xpeng-motors-wouldnt-exist-without-tesla/;

27   https://electrek.co/2018/12/13/tesla-inspired-ev-startup-xiaopeng-all-electric-suv/;
https://electrek.co/2018/04/10/ev-startup-tesla-clone-alibaba-foxconn-xiaopeng/.

28

for stealing self-driving intellectual property from Apple.[3] Like Cao, that individual had accepted a job with XMotors and left his old job with valuable trade secrets he had no right to possess.

E. Cao Agreed to Protect Tesla's Confidential Information

28.   Cao was subject to confidentiality agreements throughout his employment at Tesla. Even before he was hired, he expressly assented to a non-disclosure agreement as part of his pre-employment interview process. The day before his first day as an employee, on April 23, 2017, he agreed to a Tesla Motors, Inc. Employee Proprietary Information and Inventions Agreement, which included restrictions on his use of Tesla's confidential information. *See* **Exhibit A** (the "First NDA"). On June 4, 2018, Cao agreed to an updated agreement with substantially similar provisions. *See* **Exhibit B** ("Second NDA," and together with Exhibit A, the "NDAs").

29.   The NDAs cover all of Tesla's technical data, trade secrets, source code, and other business information, and require employees to keep that information confidential. *See* Exhibit A at § 1, Exhibit B at § 1. Both NDAs explicitly require an employee, upon termination, to "immediately" return to Tesla all Tesla hard copy and electronic documents and materials. *See* Exhibit A at § 4, Exhibit B at § 4. Both prohibit current and former employees from soliciting Tesla employees on behalf of another company for 12 months after they leave Tesla. *See* Exhibit A at § 8.2; Exhibit B at §§ 9.2.1, 9.2.2.

F. Cao Misappropriates The Autopilot Trade Secrets

30.   Cao started as a full-time employee at Tesla on April 24, 2017, as a Staff Computer Vision Scientist, working as part of the team building the neural net that is the foundation for Tesla's self-driving technologies. Because of his position and job duties, Cao had extensive access to Tesla's confidential information, including all of the Autopilot Trade Secrets. While at Tesla, Cao worked on Autopilot with the former Tesla employee who later left to become XMotors' current Vice President of Autonomous Driving.

31.   As Tesla now knows, Cao violated Tesla's policies and his agreements with Tesla from the beginning. Cao used his personal iCloud account from 2017 to 2018 to create backup

---

[3] https://www.reuters.com/article/us-apple-theft/ex-apple-worker-charged-with-stealing-self-driving-car-trade-secrets-idUSKBN1K02RR.

COMPLAINT

1 copies of Tesla's highly confidential information, including the Autopilot Trade Secrets. For

2 example, a forensic analysis shows that, between March 25, 2018 and December 26, 2018, he

3 backed up entire repositories for the firmware, Autopilot, and neural net source code repositories –

4 apparently all of the source code to which he had access – including more than 300,000 individual

5 files and directories. Tesla believes that all of this information remains accessible to Cao in his

6 personal iCloud account, in violation of Tesla's policies, Cao's agreements, and his legal

7 obligations.

8   32.   Between November 2 and November 13, 2018, Cao created .zip files of all of the

9 Autopilot source code. At the same time, he was looking to leave Tesla for another job. Although

10 Tesla does not know when Cao began talking to XMotors about employment, Cao's wife referred to

11 an offer from Xiaopeng in a November 26, 2018 iMessage to Cao. On December 1, Cao began

12 deleting files from his laptop. And from December 5 through 9, 2018, Cao quietly traveled to

13 China, where XMotors is located, without telling his Tesla supervisor where he was going or why.

14   33.   Three days later, on December 12, Cao received his formal XMotors offer letter, for

15 the position of "Senior Director of Engineering, heading the camera perception team."

16   34.   Tesla does not know when Cao accepted his offer at XMotors, but he gave notice on

17 January 3, 2019. On December 26, 2018, he logged out of his personal iCloud account,

18 disconnecting that account from his Tesla-issued computer. Between December 27 and January 1,

19 Cao repeatedly logged into Tesla's secure networks; between December 1 and his last day, he

20 deleted more than 120,000 files from his Tesla computer. He cleared his browser history on January

21 4, 2019, his last day at Tesla. No one at Tesla instructed Cao to take these steps, and no one at Tesla

22 was aware he did so until late February 2019 when his misconduct was discovered as a result of

23 Tesla's investigative efforts.

24   35.   Cao did not disclose to Tesla that he had copied thousands of files, including the

25 Autopilot Trade Secrets, to his iCloud account. He did not return the electronic copies of those

26 documents when he left the company, as required by the NDAs. There is every reason to believe the

27 Autopilot Trade Secrets remain in Cao's personal iCloud folder today.

28

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

36. Since Cao's departure from Tesla, at least one other Tesla employee has accepted an offer at XMotors. On January 26, 2019, that other Tesla employee sent texts about how Cao solicited him to join XMotors, including "Guangzhi [Cao] wants me to be their manager," and "I went to eat with Xiaopeng at noon on Monday." The employee received an offer letter from XMotors.ai, Inc. on February 20, 2019 and left Tesla on February 26, 2019.

37. According to his current LinkedIn profile, at XMotors Cao is now "[d]eveloping and delivering autonomous driving technologies for production cars," precisely what he was doing for Tesla.

G. Tesla Faces The Threat Of Immediate And Irreparable Harm

38. Absent immediate relief, Tesla believes Cao and his new employer, XMotors, will continue to have unfettered access to Tesla's marquee technology, the product of more than five years' work and over hundreds of millions of dollars of investment, which they have no legal right to possess. Tesla has been damaged by the misappropriation of its confidential information, including because it has incurred substantial investigatory costs, and will suffer immeasurable harm if its confidential information, including the Autopilot Trade Secrets, are subject to further disclosure or misuse.

<div align="center">

FIRST CLAIM FOR RELIEF

Misappropriation of Trade Secrets in Violation of the Defend Trade Secrets Act

</div>

39. Tesla incorporates by reference all of the preceding paragraphs as if fully set forth herein.

40. Tesla's confidential, proprietary, and trade secret information, including the Autopilot Trade Secrets, are protected under the DTSA, 18 U.S.C. § 1836 *et seq.*

41. Tesla's confidential, proprietary, and trade secret information relates to products and services used, sold, shipped and/or ordered in, or intended to be used, sold, shipped and/or ordered in, interstate or foreign commerce.

<div align="center">

9

COMPLAINT

</div>

42.   The information derives independent economic value by not being accessible, through proper means, to competitors like XMotors. The information is also not readily available to the public or to Tesla's other competitors.

43.   Tesla takes reasonable measures to keep this information secret and confidential, as described above. Tesla derives significant economic benefit from maintaining the secrecy and confidentiality of this information.

44.   Cao's conduct constitutes a misappropriation and misuse of Tesla's confidential information in violation of the DTSA because Cao used and/or disclosed the information without Tesla's consent. Further, Cao acquired the information under circumstances giving rise to a duty to maintain the information's secrecy and limit its use. Cao owed that duty to Tesla as an agent, employee, and representative of Tesla.

45.   Cao has not returned the information that he took from Tesla. Upon information and belief, Cao is retaining and using Tesla's trade secret and confidential information.

46.   Cao's conduct constitutes a willful and malicious misappropriation of Tesla's confidential information.

47.   Tesla has suffered and will continue to suffer damage and irreparable harm, absent immediate injunctive relief. Because Tesla's remedy at law is inadequate, Tesla seeks preliminary and permanent injunctive relief to recover and protect its confidential, proprietary, and trade secret information and the competitive and other benefits that information confers.

48.   Thus, Tesla is entitled to preliminary injunctive relief, restitution, compensatory and exemplary damages, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1836.

SECOND CLAIM FOR RELIEF

Misappropriation of Trade Secrets in Violation of the California Uniform Trade Secrets Act

49.   Tesla incorporates by reference all of the preceding paragraphs as if fully set forth herein.

50.   At all times relevant to this Complaint, the California Uniform Trade Secrets Act, California Civil Code §§ 3426-3426.11 ("CUTSA") was in effect.

51.   Tesla developed and owns trade secrets as defined by CUTSA, as described above.

10

COMPLAINT

52.   The information derives independent economic value by not being accessible, through proper means, to competitors like XMotors. The information is also not readily available to the public or to Tesla's other competitors.

53.   Tesla derives significant economic benefit from maintaining the secrecy and confidentiality of this information.

54.   Tesla takes reasonable measures to maintain its trade secrets, as described above.

55.   Cao's conduct constitutes a misappropriation and misuse of Tesla's confidential information in violation of CUTSA because Cao used and/or disclosed the information without Tesla's consent. Further, Cao acquired the information under circumstances giving rise to a duty to maintain the information's secrecy and limit its use. Cao owed that duty to Tesla as an agent, employee, and representative of Tesla.

56.   Cao has not returned the information that he took from Tesla. Upon information and belief, Cao is retaining and using Tesla's trade secret and confidential information

57.   Cao's conduct constitutes a willful and malicious misappropriation of Tesla's trade secrets and confidential information.

58.   As a consequence of the foregoing, Tesla has suffered and will continue to suffer damages and irreparable harm.

59.   Unless Cao is preliminarily and permanently enjoined from the foregoing conduct, Tesla faces the threat of irreparable harm as described above. Tesla has also suffered damages. Additionally, Tesla is entitled to an award of punitive damages and attorneys' fees pursuant to CUTSA based on Cao's willful and malicious misappropriation of Tesla's trade secrets.

<div align="center">

THIRD CLAIM FOR RELIEF

Breach of Contract

</div>

60.   Tesla incorporates by reference all of the preceding paragraphs as if fully set forth herein.

61.   The NDAs are valid, enforceable contracts and Tesla and Cao are parties to both contracts.

62.   Tesla did all, or substantially all, of the significant things that the NDAs required of Tesla.

63.   Through his conduct described herein, Cao breached his contractual obligations to Tesla, including the confidentiality obligations and non-solicit restrictions in the NDA §§ 1, 4, 9.2 and Second NDA §§ 1, 4, and 8.

64.   As a direct and proximate result of the foregoing breaches, Tesla has suffered, and will continue to suffer, damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

Breach of Employee's Duty of Loyalty

65.   Tesla realleges and incorporates by reference each of the foregoing paragraphs as though fully set forth herein.

66.   By virtue of his position as an employee of Tesla, Cao owed a duty of loyalty to Tesla, at least insofar as he was entrusted with Tesla's highly sensitive, valuable confidential information, including the Autopilot Trade Secrets.

67.   Through his conduct described herein, Cao breached his duty to Tesla.

68.   As a direct and proximate result of the foregoing breaches, Tesla has suffered, and will continue to suffer, damages in an amount to be proven at trial.

69.   In doing the things herein alleged, Cao acted willfully, maliciously, oppressively, and with full knowledge of the adverse effects on Tesla, and with willful and deliberate disregard of the consequences to Tesla, so as to constitute oppression, fraud, and malice. Tesla is therefore entitled to exemplary and punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Tesla respectfully prays for relief as follows:

A.   For preliminary and permanent injunctive relief enjoining Cao and all persons or entities acting in concert or participation therewith, from:

1   (1) retaining, disclosing, or using any Tesla confidential and proprietary information

2   in any manner, such as the Autopilot Trade Secrets, including without limitation to

3   design, develop, or offer products or services in the autonomous driving industry;

4   (2) directly or indirectly soliciting any employee or contractor of Tesla to terminate

5   their employment with, or otherwise cease their relationship with, Tesla for a

6   period of one year following the termination of Cao's employment with Tesla; and

7   B.   For preliminary and permanent injunctive relief requiring Cao to submit to ongoing

8 auditing of his personal and work-related systems and accounts to monitor for unlawful retention or

9 use of Tesla's confidential and proprietary information;

10   C.   For compensatory damages in an amount to be proven at trial;

11   D.   For prejudgment interest according to law;

12   E.   For recovery of attorneys' fees, costs, and expenses incurred in this action; and

13   F.   For such other and further relief as the Court may deem just and proper.

14

15 Dated: March 20, 2019   THE NORTON LAW FIRM PC

16

17   By: ____*/s/ Fred Norton*_____

18   Fred Norton
                          Attorneys for Plaintiff
19   Tesla, Inc.

20

21   **DEMAND FOR JURY TRIAL**

22   Plaintiff Tesla, Inc. hereby demands a trial by jury of all issues so triable.

23 Dated: March 20, 2019   THE NORTON LAW FIRM PC

24

25   By: _____*/s/ Fred Norton*_____

26   Fred Norton
                          Attorneys for Plaintiff
                          Tesla, Inc.

27

28

COMPLAINT