

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 4:16-cv-40113

_____)	
ALLEGRO MICROSYSTEMS, LLC)	
Plaintiff,)	
)	
vs.)	<u>COMPLAINT</u>
)	
NIMESH PATEL)	
Defendant,)	
_____)	

The Parties

1. The Plaintiff Allegro MicroSystems, LLC (“Allegro”) is a Delaware limited liability company with a usual place of business at 115 Northeast Cutoff, Worcester, Massachusetts.
2. The Defendant Nimesh Patel (“Patel”) is an individual who resides at 1 Ptarmigan Drive, Shrewsbury, Massachusetts.

Jurisdiction

3. This Court has original subject matter jurisdiction over the above captioned matter pursuant to 28 U.S.C. § 1331 in that the matter involves a Federal Question.
4. Venue is proper in this Division of this District pursuant to 28 U.S.C. § 1391.

Facts Common to All Counts

5. Allegro is a leader in development, manufacturing and marketing of high-performance

semiconductors.

6. Allegro relies on Oracle Corporation's ("Oracle") finance module software to manage many critical aspects of its business.
7. The Oracle finance modules are hosted under a managed service agreement with a third party, Mercury Technology Group ("MTG").
8. Access to the MTG-hosted software environment is username and password protected with passwords generated by MTG and updated on a regular basis.
9. Access to Allegro's physical and virtual networks are also username and password protected. Except in circumstances not relevant in the case, only active employees have authority to access those networks.
10. During the period August 26, 2002 to January 8, 2016, Defendant Patel was employed by Allegro in its information technology ("IT") department.
11. As part of the IT department, Defendant Patel supported Allegro's Oracle finance module.
12. Defendant Patel is an expert in the Oracle programming code and in particular in the Oracle finance module.
13. One of Defendant Patel's duties as part of the IT department was to develop code updates to improve the Oracle finance module.
14. Defendant Patel resigned from Allegro on January 8, 2016.
15. At the time of his resignation, Defendant Patel had two Allegro laptops in his possession that were owned by Allegro and assigned to him.
16. The only other Allegro employee capable of programming in the Oracle finance module had resigned from Allegro on January 6, 2016 and returned any Allegro laptops in her

possession.

17. When Defendant Patel resigned, he only returned one of the two laptops that had been assigned to him for business use.
18. After Defendant Patel resigned, Allegro discovered that he had only returned one of the two laptops that he had been issued. Allegro requested that he return his secondary laptop, which was capable of accessing Allegro IT systems if the user had an active password.
19. Defendant Patel had previously received an older laptop for his personal usage from Allegro, which device was no longer supported or in use. The hard drive on the computer provided by had been “wiped” by the Allegro IT Department and its operating system reinstalled before providing it to Defendant Patel. Instead of returning the secondary laptop that was issued for business use, Defendant Patel returned this old laptop after having wiped the operating system installed on the laptop when he received it.
20. Defendant Patel did not return the laptop capable of accessing Allegro IT systems. Instead, Defendant Patel intentionally returned the other, unsupported laptop so that he could continue to have access to the proprietary information, including Allegro’s network settings, that was contained on his second laptop.
21. Defendant Patel, who had systems administrator privileges on Allegro’s network, had access to a computer file containing company password files. Only employees with systems administrator privileges had access to that file.
22. On January 31, 2016, Defendant Patel trespassed onto the grounds at Allegro in order to come within the Allegro wireless network’s range. Once in range, and using the secondary notebook that he had misappropriated from Allegro, Defendant Patel used the

password for another employee of Allegro, initials V.G., to gain unauthorized access to Allegro's network.

23. On information and belief, Defendant Patel chose V.G., who had been his subordinate in the IT department, because V.G.'s access to the network would go unnoticed.
24. Upon gaining access to the network, Defendant Patel used a system administrator logon and password to upload and insert the malicious Oracle programming code to Allegro's finance module.
25. Defendant Patel designed the malicious code to copy certain headers or pointers to data into a separate database table and then to purge those headers from the finance module, thereby rendering the data in the module worthless.
26. Defendant Patel also designed a "time bomb" feature so that the malicious code would activate on April 1, 2016.
27. Defendant Patel knew that April 1, 2016 was within the first week of Allegro's new fiscal year.
28. Defendant Patel knew that his sabotage of the finance module on the first week of the new fiscal year had the maximum potential to cause Allegro to suffer damages because it would prevent Allegro from completing the prior year's fiscal year-end accounting reconciliation and financial reports.
29. On April 14, 2016, Allegro's IT department received notice from Allegro's finance department of discrepancies in the Oracle environment.
30. On April 24, 2016, Allegro discovered the malicious code while performing a comparison with a prior version of the code as part of its effort to investigate the discrepancies.

31. Investigation conducted through internal resources and an independent third-party forensics team revealed that Defendant Patel had made numerous unauthorized remote logon sessions onto Allegro's network after his resignation using the secondary laptop, which was identified by its electronic fingerprint.
32. Investigation also revealed that on January 5, 2016, prior to his resignation, Defendant Patel had logged onto the Allegro network using V.G.'s credentials.
33. Correcting the sabotage caused by Defendant Patel's unauthorized access to Allegro's computer network has cost Allegro in excess of \$100,000.

COUNT I-VIOLATION OF 18 U.S.C. §1030

34. Plaintiff realleges and incorporates the foregoing paragraphs herein.
35. Defendant Patel intentionally accessed Allegro's secure computer network without authorization.
36. Defendant Patel knowingly transmitted malicious computer code onto Plaintiff's computer network.
37. By virtue of his conduct, Defendant Patel intentionally or recklessly caused damage and loss to Allegro according to Plaintiff's proof at trial.

COUNT II-TRESPASS

38. Plaintiff realleges and incorporates the foregoing paragraphs herein.
39. By virtue of the foregoing, Defendant Patel has trespassed onto Plaintiff's property.
40. Defendant Patel's trespass has caused damage to Allegro according to Plaintiff's proof at trial.

COUNT III-CONVERSION

41. Plaintiff realleges and incorporates the foregoing paragraphs herein.
42. By virtue of the foregoing, Defendant Patel has converted property of Plaintiff.
43. Defendant Patel's conversion has caused damage to Allegro according to Plaintiff's proof at trial.

WHEREFORE, Plaintiff Allegro MicroSystems, LLC requests that this Honorable Court grant the following relief:

- a) As to Counts I-III, award Plaintiff damages according to its proof at trial, together with interest and costs; and
- b) Grant such other and further relief as this Court deems appropriate.

PLAINTIFF CLAIMS A JURY TRIAL

Respectfully Submitted,
Allegro MicroSystems, Inc.,
By Its Attorney,

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