

1 GREGORY P. STONE (State Bar No. 78329)
Gregory.Stone@mto.com

2 JEREMY K. BEECHER (State Bar No. 301272)
Jeremy.Beecher@mto.com

3 MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
4 Los Angeles, California 90071-3426
Telephone: (213) 683-9100
5 Facsimile: (213) 687-3702

6 CAROLYN HOECKER LUEDTKE (State Bar No. 207976)
Carolyn.Luedtke@mto.com

7 MUNGER, TOLLES & OLSON LLP
560 Mission Street, Twenty-Seventh Floor
8 San Francisco, California 94105
Telephone: (415) 512-4000
9 Facsimile: (415) 512-4077

10 Attorneys for Plaintiff Intel Corporation

11
12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA
14 SACRAMENTO DIVISION
15

16 INTEL CORPORATION,

17 Plaintiff,

18 vs.

19 DOYLE RIVERS, an individual, and DOES 1
through 10, inclusive,

20 Defendants.
21
22
23

Case No.

COMPLAINT FOR:

**(1) VIOLATION OF THE DEFEND
TRADE SECRETS ACT, 18 U.S.C. § 1836
ET SEQ.;**

**(2) BREACH OF CONTRACT (NON-
SOLICITATION AGREEMENT);**

**(3) BREACH OF CONTRACT
(CONFIDENTIALITY AGREEMENT)**

DEMAND FOR JURY TRIAL

1 Plaintiff Intel Corporation (“Intel”) alleges against Defendants Doyle Rivers
2 (“Rivers”) and Does 1 through 10 as follows:

3 **SUMMARY OF ACTION**

4 1. Rivers is a computer hardware engineer who was involved in Intel’s development
5 of 3D XPoint, a revolutionary new type of memory technology in which Intel has invested over a
6 billion dollars. Intel has developed 3D XPoint in conjunction with a joint venture partner, Micron
7 Corporation (“Micron”). The joint venture is coming to an end, and Intel and Micron are building
8 their own independent teams to compete in the 3D XPoint marketplace.

9 2. Rivers also played a role in Intel’s independent development of products utilizing
10 3D XPoint technology resulting in the production of Intel proprietary systems like Intel’s
11 Optane™ branded solid state drives (“SSDs”) that Intel sells to customers. In this systems
12 development role, Rivers had access to Intel’s highly confidential, trade secret information that
13 Intel did not share with the public or with any other entity unless pursuant to a confidentiality
14 agreement.

15 3. In September 2018, Rivers secretly accepted an engineering position with Micron
16 and then, as he prepared to leave Intel for that job, engaged in a covert and calculated effort to
17 collect Intel’s confidential, proprietary, and trade secret technical and personnel information. A
18 few days before he left Intel, Rivers tried to access and copy a “top secret” designated Intel file
19 that Intel’s electronic security system blocked from being copied. The “top secret” Intel file that
20 Rivers attempted to download related to Intel’s independent, highly confidential work to
21 productize 3D XPoint into its Optane™ line of products and was not something that was shared
22 with anyone outside Intel, including anyone at Micron. The night before he left, Rivers plugged a
23 USB storage device into his Intel computer for more than an hour, from 10:40 p.m. until 11:40
24 p.m. During that time, Rivers accessed a highly sensitive compilation of Intel personnel
25 information and copied that information to the USB device. At the same time, Intel is informed
26 and believes and therefore alleges that Rivers copied additional confidential Intel files to the USB
27 device.

1 4. As he was leaving and after he left Intel, Rivers aggressively recruited his former
2 Intel colleagues to join him at his new employer, in violation of his agreement not to solicit Intel
3 employees for other employment for a period of one year after Rivers left Intel. Intel is informed
4 and believes and therefore alleges that Rivers has recruited Intel personnel using Intel trade secret
5 and/or confidential information—including, but not limited to, his knowledge of employee
6 technical capabilities, performance review history, and compensation information—all in violation
7 of his agreements not to retain or use such trade secret and/or confidential Intel information after
8 leaving Intel. In doing so, he has given himself and his new employer an unfair and unlawful
9 competitive advantage in the marketplace.

10 5. Demonstrating he was well aware of the wrongful nature of his actions, Rivers
11 attempted to hide his misconduct. As soon as Intel detected his downloading of files, it sent a
12 letter to him demanding that he not destroy any evidence and that he return the USB device
13 immediately. Rivers never responded to Intel, nor did he return the device. Instead, he handed the
14 USB device over to his new employer. When the USB device was finally turned over to a forensic
15 investigator, Intel found out that the USB device had been wiped of all information downloaded
16 by Rivers. Shortly after Intel learned about the destruction of evidence on the USB device, Intel
17 was informed that Rivers would no longer be represented by counsel for his new employer but
18 rather by his own personal counsel.

19 6. When Intel demanded an explanation from Rivers' counsel about the destruction of
20 evidence on the USB device, Rivers' counsel confirmed that Rivers downloaded the compilation
21 of personnel information and other documents from his Intel laptop to his USB device, uploaded
22 some of that information to his home computer, and used his home computer to wipe the USB
23 device. In response, Intel made the reasonable request that Rivers agree to have a neutral forensic
24 investigator inspect the home computer to remove any existing Intel confidential information from
25 the device, confirm that Intel's information had not been further downloaded or shared, and
26 confirm when Rivers destroyed the contents of the USB device. Intel gave Rivers a deadline of
27 November 16 to agree to that inspection. Rivers refused.

7. Rivers' refusal to cooperate with Intel in identifying the misappropriated documents, his refusal to allow an inspection to certify the removal of them from his home computer, and his refusal to explain when and why he destroyed all the evidence on the USB device, has left Intel with no choice but to bring this action to protect its trade secrets and confidential information and prevent further improper solicitation of its employees.

PARTIES

8. Plaintiff Intel Corporation is a Delaware corporation with its principal place of business in Santa Clara County, California.

9. Defendant Doyle Rivers is an individual residing in El Dorado County, California.

10. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants sued herein as Does 1 through 10, inclusive, is in some way legally responsible and liable to Plaintiff with respect to the matters set forth herein.

SUBJECT MATTER JURISDICTION, VENUE AND DIVISION

11. This Court has subject matter jurisdiction over Intel's federal trade secret claim pursuant to 18 U.S.C. § 1836 *et seq.* and 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the state law claims alleged in this Complaint pursuant to 28 U.S.C. § 1367.

12. Rivers is the sole named Defendant and resides in this judicial district. In addition, a substantial part of the events or omissions giving rise to the claims alleged in this Complaint occurred in this Judicial District. Venue therefore lies in this District pursuant to 28 U.S.C. §§ 1391(b)(1) and (2).

13. A substantial part of the events giving rise to the claims alleged in this Complaint occurred in the Counties of El Dorado and Sacramento. Accordingly, this action is properly filed in the Sacramento Division of this Court pursuant to Local Rule 120(d).

FACTUAL ALLEGATIONS

Rivers' Work at Intel

14. Rivers worked at Intel's research and development campus in Folsom, California, from 2010 to 2018.

1 15. Rivers served as an engineering manager with Intel. During his years at Intel,
2 Rivers worked on Intel's development of a revolutionary new type of memory technology called
3 3D XPoint in which Intel has invested over a billion dollars. Most recently, he worked on Intel's
4 systems development for integrating 3D XPoint into Optane™ SSD products.

5 16. In his work for Intel, Rivers had access to highly sensitive and confidential Intel
6 information about the development of 3D XPoint and about the development and sale of Intel's
7 Optane™ products that use and work with the groundbreaking memory technology.

8 **Rivers Agrees To Protect Intel Confidential Information and Not Solicit Intel Employees**

9 17. When Rivers began working at Intel in October 2010, he signed an Employment
10 Agreement.

11 18. In the Employment Agreement, Rivers promised to "hold in strict confidence and
12 not disclose or use any Confidential Information connected with Intel business or . . . any of
13 Intel's . . . employees." The Employment Agreement defines "Confidential Information" as
14 including,

15 without limitation: technical information (e.g. roadmaps,
16 schematics, source code, specifications), business information (e.g.
17 product information, marketing strategies, markets, sales, customers,
18 customer lists or phone books), personnel information (e.g.
19 organizational charts, employee lists, skill sets, names or phone
20 numbers, personnel files, employee compensation) and other non-
21 public Intel data and information of a similar nature.

22 19. In the Employment Agreement, Rivers promised to "return to Intel all of its
23 Confidential Information . . . at the termination of my Intel employment or upon Intel's request."

24 20. In the Employment Agreement, Rivers promised that, for twelve months after
25 leaving Intel, he would not directly or indirectly solicit Intel employees to leave their employment
26 with Intel:

27 I agree that for 12 (twelve) months after my employment ends, I will
28 not solicit, directly or indirectly, any employee to leave his/her
employment with Intel. This includes identifying Intel employees or
providing employee compensation or skill information to any third
party. I agree that any violation of this provision will result in
immediate and irreparable injuries and harm to Intel, and that Intel
shall have the option of pursuing all available legal or equitable
remedies, including injunctive relief and specific performance.

1 21. In the Employment Agreement, Rivers agreed that any breach of the Employment
2 Agreement would cause irreparable harm to Intel and entitle Intel to injunctive relief.

3 **Rivers Leaves Intel in September 2018**

4 22. On September 10, 2018, Rivers gave notice that he would end his employment with
5 Intel that same day.

6 23. Intel is informed and believes and therefore alleges that shortly after leaving Intel,
7 Rivers began working at Micron as Vice President of 3D XPoint Engineering.

8 **Rivers Agrees Not to Disclose Intel's Trade Secrets and**
9 **Signs Intel's Trade Secret Acknowledgment Form**

10 24. On September 10, 2018—his last day of work at Intel—Rivers participated in an
11 exit interview with Intel's Darron Flagg and David Dixon.

12 25. During the exit interview, Flagg and Dixon reminded Rivers that he was obligated
13 to keep Intel confidential information and trade secrets confidential and that he not disclose or
14 retain Intel confidential or trade secret information.

15 26. That same day, Rivers acknowledged these obligations when he signed a Trade
16 Secret Acknowledgment Form ("TSAF").

17 27. In the TSAF, Rivers represented that he had "acquired knowledge or had access to
18 trade secrets and confidential or other proprietary information of Intel Corporation," and he
19 identified the following categories of trade secrets and confidential and proprietary information to
20 which he had access at Intel:

- 21 i. Financial and pricing information for Intel's Optane™ product;
- 22 ii. Customer specific pricing strategies for Optane™;
- 23 iii. Intel's business and new product plans, objectives, and strategies for
24 Optane™;
- 25 iv. Customer and vendor lists, contacts, habits, and plans for Optane™,
26 including customers targets and vendors;
- 27 v. Marketing information concerning Optane™ and strategy reviews from an
28 engineering perspective;
- vi. Yields, designs, efficiencies, and capabilities of production methods,
 facilities and systems for 3D XPoint and Optane™ (solid state drive
 solutions);

- vii. Patent applications related to 3D XPoint and Optane™;
- viii. Product designs and specifications, such as Test Tapes, Schematics, Database Tapes, or other, for the following Intel products: Optane™ (solid state drives), 3D XPoint component test tapes and schematics; and
- ix. Business group information, including personnel lists, organizational structure, identities, skills, experience, WWIDs, compensation and location of Intel personnel.

28. In the TSAF, Rivers agreed that he would not “use for [his] own benefit or the benefit of others any Intel Confidential Information without the prior written permission of Intel”

29. Furthermore, in the TSAF, Rivers confirmed that he had

returned to Intel all Intel Confidential Information, including all confidential reports, drawings, documents, process specifications, masks, product specifications, manuals, field manuals, diagnostic tools, software diagnostics, virus routines, network analysis, spare parts lists, customer lists, customer contact names, contracts and agreements, all computer files, data and software packages to which I have had access during my past employment and which are the property of Intel, its subsidiaries, customers or third parties.

30. In the TSAF, Rivers also represented: “I also confirm that I have no such documents or full or partial copies thereof or any other Intel property or material in my possession or my custody anywhere.”

Rivers Downloads Confidential and Trade Secret Intel Information before Departing Intel and Attempts to Conceal the Evidence

31. A few days before his departure, Rivers attempted to download a file classified as Intel Top Secret, but Intel’s automated Data Loss Prevention program blocked the download due to the file’s classification as Intel Top Secret. This file was a confidential Intel document related to Intel’s implementation of 3D XPoint technology and work developing products utilizing 3D XPoint. It was not a document Intel shared outside of Intel.

32. After Rivers’ departure, Intel conducted a forensic examination of Rivers’ Intel-issued laptop.

33. The forensic examination revealed that at 10:40 p.m. on September 9, 2018—the night before he left his employment with Intel and before he gave notice—Rivers plugged a USB

1 device into his Intel-issued laptop. He had the USB device plugged into his Intel laptop for at
2 least an hour.

3 34. At 11:40 p.m., Rivers downloaded to the USB device a highly confidential, trade
4 secret Intel file, "OrgTreeFlat_List.xlsx," that contained a confidential compilation of personnel
5 information (including but not limited to, full names, title, email, location, phone, cell (personal
6 and/or work provided), hire/start date and length of service) for over 3,000 Intel employees,
7 including those working on Intel's 3D XPoint development.

8 35. That same night, Rivers downloaded the contents of a folder named "Old_Scripts,"
9 containing 110 Perl Scripts, to his USB device.

10 36. Based on Rivers' activity using the USB device for at least an hour on the night of
11 September 9, 2018, Intel is informed and believes and therefore alleges that Rivers likely
12 downloaded additional confidential and/or trade secret Intel files he had access to as part of his
13 position working on 3D XPoint and Optane™ development.

14 37. Following the discovery that Rivers downloaded confidential Intel files to a USB
15 device, Intel's in-house counsel contacted Rivers on October 2, 2018 by email. Intel's in-house
16 counsel sought Rivers' cooperation in returning the downloaded files and instructed Rivers not to
17 "destroy or delete any Intel material on the USB device" or that had been transferred from the
18 USB device. Intel's in-house counsel further requested that Rivers "immediately provide access to
19 Intel of the devices and/or accounts used to download Intel information."

20 38. Rivers never responded to Intel's October 2, 2018 email.

21 39. Instead, counsel for Rivers' new employer responded and explained that all
22 communications should go through the new employer's counsel.

23 40. Rivers' new employer subsequently informed Intel that it had taken possession of
24 the USB drive and given that device to its outside counsel, who in turn informed Intel that a
25 company called Lighthouse had taken possession of the device.

26 41. Intel never gave Rivers permission to disclose the USB drive or its contents to his
27 new employer. Indeed, Intel's October 2 letter to Rivers clearly instructed Rivers to return the
28 drive to Intel immediately.

1 42. Intel never gave Rivers' new employer permission to give the USB device or its
2 contents to outside counsel or Lighthouse.

3 43. Intel demanded that Rivers, his new employer, outside counsel, and Lighthouse
4 return the USB drive onto which Intel's confidential files were downloaded. Ultimately, the USB
5 was provided to an agreed-upon third-party forensic investigation firm, Stroz Friedberg, for
6 examination.

7 44. The USB device was transported from Lighthouse to Stroz Friedberg on October
8 19, 2018.

9 45. After analyzing the USB device, Stroz Friedberg determined that its contents had
10 been deleted. Stroz Friedberg's examination revealed that none of the content downloaded by
11 Rivers on his last day at Intel remained on the device. Specifically, the "OrgTreeFlat_List.xlsx"
12 file with the confidential, trade secret compilation of personnel information and the files from the
13 "Old_Scripts" folder had been deleted from the USB drive by the time Stroz Friedberg analyzed it.
14 Because the device was wiped, Stroz Friedberg was unable to determine when this deletion
15 occurred or what other files had been uploaded to the device and then deleted.

16 46. Evidence on Rivers' Intel-issued laptop, however, shows that the files were not
17 deleted from the USB device while it was connected to the Intel laptop on the night of September
18 9, and that the USB device was not connected to Rivers' Intel-issued laptop at any time after
19 September 9.

20 47. Intel is informed and believes and therefore alleges that Rivers deleted the contents
21 of the USB drive between the time of his late-night downloading of Intel's trade secrets and/or
22 confidential information on September 9, 2018, and when his new employer gave the USB device
23 to Stroz Friedberg on October 19, 2018.

24 48. Stroz Friedberg informed Micron's outside counsel that the files on the USB drive
25 had been deleted. Micron's counsel subsequently informed Intel's counsel that Rivers would
26 thereafter be represented by separate personal counsel.

1 49. Intel communicated with Rivers' separate counsel and demanded an answer as to
2 (a) what files he downloaded from Intel, (b) what he did with those files, and (c) when and why
3 the files on the USB device were deleted.

4 50. Rivers' counsel confirmed to Intel that Rivers had downloaded the spreadsheet with
5 contact information for Intel employees and "script" files from his Intel computer to the USB just
6 before leaving Intel and that he took that USB device with those files out of Intel upon the
7 conclusion of his employment.

8 51. Rivers' counsel informed Intel that Rivers had plugged the USB device into his
9 home computer and uploaded at least some of the files that Rivers had downloaded from his Intel
10 computer. Rivers' counsel said that those files remained on his home computer.

11 52. Rivers' counsel informed Intel that Rivers then deleted the downloaded files from
12 the USB device while it was connected to his home computer. Rivers' counsel would not explain
13 when or why Rivers deleted the files from the device.

14 53. Intel offered to work with Rivers and his counsel cooperatively to identify and
15 remove all Intel files from his home computer. Intel demanded the opportunity to inspect Rivers'
16 home computer using the same neutral forensic firm, Stroz Friedberg, to identify any Intel files
17 uploaded from the USB device to the computer and to determine any information about the
18 deletion of the USB device from that computer. Intel offered to agree to a protocol that would
19 protect his personal information from being revealed to Intel. Rivers refused. Intel offered to pay
20 for the cost of Stroz Friedberg's work. Rivers still refused. Intel made the request for cooperation
21 again and gave Rivers a deadline of Friday November 16, 2018 to allow Stroz Friedberg to
22 conduct the inspection. Rivers still refused.

23 **Rivers Solicits Intel Employees to Depart Intel for Micron**

24 54. Intel is informed and believes and therefore alleges that Rivers directly solicited
25 Intel employees with whom he worked on 3D XPoint to join him at Micron in violation of his
26 promise not to solicit Intel employees for a period of 12 months, as provided in his Employment
27 Agreement.
28

1 63. Intel spent considerable time and energy compiling the Intel Trade Secrets. Only a
2 few hundred people in the world have specialized knowledge pertaining to 3D XPoint, and the
3 processes for developing and manufacturing 3D XPoint are not written in any textbook or taught
4 in any school. Intel is informed and believes and therefore alleges that having access to the Intel
5 Trade Secrets—including a list containing the few hundred individuals in the world qualified to
6 work on 3D XPoint—gave Rivers and his new employer an unfair advantage in their effort to
7 compete with Intel in the marketplace and could allow Rivers and his new employer to develop
8 and productize 3D XPoint more quickly than would have been possible had they started from
9 scratch.

10 64. The Intel Trade Secrets are the subject of efforts that are reasonable under the
11 circumstances to maintain their secrecy. These efforts include, but are not limited to: (a) password
12 protection to access Intel's systems containing the Intel Trade Secrets; (b) requiring incoming
13 employees to sign the Employee Agreement, in which they promise to hold in strict confidence,
14 and not disclose or use, any Intel trade secrets outside of their employment with Intel; (c) requiring
15 outgoing employees to sign the Trade Secret Acknowledgment Form, in which they acknowledge
16 their receipt of trade secret information during their employment with Intel and promise they do
17 not retain any trade secret information and will not use it after the cessation of their employment;
18 and (d) conducting an exit interview for departing employees at which the departing employee is
19 reminded of his or her confidentiality obligations.

20 65. Rivers was under a duty to keep the Intel Trade Secrets confidential and to not
21 disclose this information other than for the benefit of Intel.

22 66. Rivers accessed the Intel Trade Secrets after he accepted a job with Micron and as
23 he was secretly preparing to leave Intel. Rivers downloaded the Intel Trade Secrets onto a USB
24 device that he took with him when he left Intel. This action was contrary to the representation
25 Rivers made in his TSAF where he promised that he was not taking any such material.

26 67. Intel is informed and believes and therefore alleges that Rivers, without Intel's
27 permission, uploaded the Intel Trade Secrets to his home computer.

28

1 68. Rivers provided the USB device containing the Intel Trade Secrets to Micron
2 without permission from Intel.

3 69. Intel is further informed and believes that Rivers has used and will use the Intel
4 Trade Secrets in his work outside Intel in violation of his duty to Intel to keep that information
5 confidential.

6 70. Rivers' wrongful conduct in misappropriating the Intel Trade Secrets has caused
7 and will cause Intel great and irreparable harm. Intel has no adequate remedy at law for the harm
8 being suffered.

9 71. As a direct and proximate result of Rivers' conduct, Intel has suffered damages in
10 an amount to be determined at trial.

11 72. Rivers willfully and maliciously misappropriated the Intel Trade Secrets, with the
12 deliberate attempt to injure Intel's business and improve his new employer's business, thereby
13 entitling Intel to an award of exemplary damages and/or attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **(Breach of Contract – Non-Solicitation Agreement)**

16 73. Intel alleges and incorporates by reference each of the allegations contained in
17 paragraphs 1 through 57 above.

18 74. Intel and Rivers entered into a valid and enforceable Employment Agreement.

19 75. In the Employment Agreement, Rivers agreed that for a period of 12 months after
20 the end of his employment with Intel, he would refrain from directly or indirectly soliciting any
21 Intel employee from leaving his or her employment with Intel (the "Non-Solicitation Clause").

22 76. Rivers is a computer hardware engineer, and the Non-Solicitation Clause is
23 therefore not a meaningful restriction on Rivers' ability to practice his profession or to obtain
24 employment in his field of expertise.

25 77. Recruitment of employees is not a primary job function of Rivers' position as an
26 engineer.

27 78. Rivers further agreed in his Employment Agreement that any violation of these
28 provisions would result in immediate and irreparable harm to Intel.

79. Intel did all, or substantially all, of the significant things that the Employment Agreement required it to do.

80. Rivers breached the foregoing provisions of his Employment Agreement with Intel by, within weeks of his departure from Intel, directly soliciting Intel employees with whom he worked on 3D XPoint development to leave employment at Intel and instead work for his new employer.

81. Rivers' breaches have directly, substantially and irreparably harmed Intel.

82. Intel has no adequate remedy at law for Rivers' breach of his Employment Agreement. Unless restrained, Rivers' recruitment of Intel personnel will cause Intel serious and irreparable harm, both during the pendency of this action and thereafter.

83. As a direct and proximate result of Rivers' conduct, Intel has suffered damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

(Breach of Contract – Confidentiality Agreement)

84. Intel alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 57 above.

85. Intel and Rivers entered into a valid and enforceable contract, the Employment Agreement.

86. In the Employment Agreement, Rivers agreed that, upon the termination of his employment with Intel, he would “hold in strict confidence and not disclose or use any Confidential Information connected with Intel business or the business of any of Intel’s . . . employees,” and it defined Confidential Information as including,

without limitation: technical information (e.g. roadmaps, schematics, source code, specifications), business information (e.g. product information, marketing strategies, markets, sales, customers, customer lists or phone books), personnel information (e.g. organizational charts, employee lists, skill sets, names or phone numbers, personnel files, employee compensation) and other non-public Intel data and information of a similar nature.

87. Rivers further agreed to “return to Intel all of its Confidential Information . . . at the termination of my Intel employment or upon Intel’s request.”

88. Intel did all, or substantially all, of the significant things that the Employment Agreement required it to do.

89. Rivers breached the foregoing provisions of the Employment Agreement by recruiting Intel employees to work for his new employer. Intel is informed and believes and therefore alleges that Rivers did so in part by using confidential information he had acquired pertaining to those employees' contact information, skill sets and technical capabilities, performance review history, and compensation information.

90. Rivers further breached the foregoing provisions of the Employment Agreement by downloading a confidential compilation of Intel employee information and taking that information outside of Intel after his employment ended.

91. Rivers further breached the foregoing provisions of the Employment Agreement by downloading confidential files related to 3D XPoint and taking those outside of Intel after his employment ended.

92. Rivers failed to return Intel Confidential Information to Intel at the end of his employment despite his obligation to do so and despite Intel's request.

93. When asked whether he was returning all Intel Confidential Information, Rivers made a false statement in his TSAF and wrongly confirmed that he was not retaining any Intel Confidential Information.

94. Rivers' breaches have directly, substantially and irreparably harmed Intel.

95. Intel has no adequate remedy at law for Rivers' breach of his Employment Agreement. Unless restrained, Rivers' use of confidential Intel information will cause Intel serious and irreparable harm, both during the pendency of this action and thereafter.

96. As a direct and proximate result of Rivers' conduct, Intel has suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Intel prays for judgment against Rivers as follows:

(1) For a preliminary and a permanent injunction enjoining Rivers from the following:

1 (a) Obtaining, accessing, using, retaining, transmitting, copying, or disclosing
2 any of Intel's confidential, proprietary, or trade secret information, including but not limited to
3 technical information regarding 3D XPoint design and manufacturing and personnel information
4 relating to Intel's organizational structure, employee personal information (including but not
5 limited to, full names, title, email, location, phone, cell (personal and/or work provided), hire/start
6 date and length of service), and Intel employees' technical capabilities, performance review
7 history, and compensation information.

8 (b) Deleting, destroying, altering, or erasing any evidence related to this action,
9 including but not limited to any hard or electronic copies of any information, documents, or data
10 Rivers copied, accessed, or took from Intel; and

11 (c) Directly soliciting any Intel employee to leave his or her employment with
12 Intel and join him at his new employer until September 10, 2019;

13 (2) For an order directing Rivers to return to Intel all Intel confidential, proprietary, or
14 trade secret information, documents, or data;

15 (3) For compensatory damages, lost profits, unjust enrichment, and restitution in an
16 amount to be shown at trial;

17 (4) For exemplary damages of twice the amount awarded as general damages for the
18 first cause of action for misappropriation of trade secrets;

19 (5) For Intel's attorneys' fees;

20 (6) For pre- and post-judgment interest and costs of suit incurred herein; and

21 (7) For any other and further relief that the Court may deem just and proper.

22 DATED: November 24, 2018

MUNGER, TOLLES & OLSON LLP

23
24
25 By:



CAROLYN HOECKER LUEDTKE
Attorneys for Plaintiff Intel Corporation

DEMAND FOR JURY TRIAL

Intel hereby demands a jury trial for all claims for which a jury trial is available.

DATED: November 24, 2018

MUNGER, TOLLES & OLSON LLP

By:



CAROLYN HOECKER LUEDTKE

Attorneys for Plaintiff Intel Corporation