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23 Tesla, Inc.

24 UNITED STATES DISTRICT COURT  
25 NORTHERN DISTRICT OF CALIFORNIA  
26 SAN JOSE DIVISION

27 TESLA, INC., ) Case No.: 5:22-cv-2725  
28 )  
29 Plaintiff, ) **COMPLAINT**  
30 )  
31 v. ) **(1) Violation of the Defend Trade Secrets**  
32 ) **Act (18 U.S.C. § 1831 et seq.)**  
33 ALEXANDER YATSKOV, )  
34 ) **(2) Violation of the California Uniform**  
35 Defendant. ) **Trade Secrets Act (Cal. Civ. Code § 3426**  
36 ) **et seq.)**  
37 ) **(3) Breach of Contract**  
38 ) **JURY TRIAL DEMANDED**  
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1 Plaintiff Tesla, Inc. (“Tesla” or “Plaintiff”), complains and alleges against Defendant  
2 Alexander Yatskov (“Yatskov” or “Defendant”), as follows:

3 **NATURE OF THE ACTION**

4 1. This is a case about illicit retention of trade secrets by an employee who, in his  
5 short time at Tesla, already demonstrated a track record of lying and then lying again by providing  
6 a “dummy” device to try and cover his tracks. Defendant’s effective refusal to return Tesla’s  
7 confidential information—and lie about it—has left Tesla no choice but to commence this action.

8 2. Defendant was hired on or about January 31, 2022, to work on Tesla’s advanced  
9 supercomputer for artificial intelligence, named Dojo. Defendant was specifically hired to work  
10 as a thermal engineer to help address the technological challenges that come from designing and  
11 running a complex, custom supercomputer. But after being hired, Tesla learned that Defendant  
12 lied on his resume about his work history and expertise. His work communications became erratic.  
13 He was repeatedly unable to complete tasks he was hired for and provided incoherent answers  
14 when pressed for explanations.

15 3. Tesla engineers then learned that, in direct contravention of Tesla’s policies and  
16 repeated instructions from his supervisors, Defendant was removing Tesla confidential  
17 information from work devices and accounts, accessing it on his own personal devices, and  
18 creating Tesla documents containing confidential Project Dojo details on a personal computer.  
19 Tesla uncovered evidence of Defendant emailing confidential Tesla information from his personal  
20 email address to his Tesla email address, although it is unclear to Tesla how he exfiltrated the  
21 information in the first instance.

22 4. Since Defendant had been repeatedly instructed not to use a personal computer to  
23 work on Project Dojo, he was put on administrative leave and asked to bring in his personal devices  
24 for forensic imaging to recover Tesla’s information. During an interview preceding his  
25 administrative leave, Defendant admitted to storing Tesla confidential information on his personal  
26 devices.

27 5. Defendant then brought in his alleged personal computer for imaging. But upon  
28 inspection, Tesla discovered the computer was *not* the device where Defendant previously

1 admitted using Tesla confidential information. Instead, it was a “dummy” laptop incapable of  
2 accessing the relevant information. Moreover, apart from a logon the same morning as the  
3 interview, nobody had logged onto the computer since November 2020. And during that lone  
4 morning logon, Defendant tried to add in information to make the laptop look like it may have  
5 accessed only inoffensive Tesla information, like an offer letter, in an effort to deceive Tesla’s  
6 information security team. Defendant had lied to Tesla about what device he provided for  
7 inspection, effectively refusing to return Tesla’s confidential information.

8 6. After providing this “dummy” laptop to try and hide his activity, Defendant  
9 resigned from Tesla.

10 7. Faced with this duplicitous conduct, refusal to cooperate and subsequent exit from  
11 Tesla, Tesla is now forced to seek Court relief to safeguard its confidential information. Because  
12 Tesla cannot monitor activity outside its network, Tesla does not know whether Defendant took  
13 additional files that he had access to during his employment or whether he has shared any of the  
14 files he stored on his personal devices with others.

15 8. This action is based on Defendant’s: (1) violation of the Defend Trade Secret Act,  
16 18 U.S.C. § 1831, *et seq.*; (2) violation of the California Uniform Trade Secret Act, Cal. Civ. Code  
17 § 3426, *et seq.*; and (3) breach of contract.

18 **THE PARTIES**

19 9. Plaintiff Tesla is a corporation organized and existing under the laws of Delaware,  
20 with its headquarters located at the Tesla Austin Gigafactory, 13101 Harold Green Road, Austin,  
21 Texas 78725. Tesla develops, manufactures, sells, and leases electric vehicles and energy  
22 generation and storage systems throughout the United States and abroad.

23 10. Defendant Alexander Yatskov is a former Tesla employee. Upon information and  
24 belief, he resides in Manteca, California.

25 **JURISDICTION AND VENUE**

26 11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
27 § 1331 and 18 U.S.C. § 1836(c), as it arises under the federal Defend Trade Secrets Act, 18 U.S.C.  
28 § 1831 *et seq.*

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

6           13. Venue is proper in the United States District Court for the Northern District of  
7 California pursuant to 28 U.S.C. § 1391 because a substantial part of the events and omissions  
8 giving rise to the claims asserted occurred in this District.

9   **INTRADISTRICT ASSIGNMENT**

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

13   **FACTUAL ALLEGATIONS**

14                                   ***Tesla’s Trade Secrets and Confidential Information***

15           15. Among Tesla’s numerous innovations is its development of Dojo, a supercomputer  
16 designed in-house at Tesla to help solve difficult engineering problems, such as vehicle autonomy.  
17 That effort includes processing massive amounts of data, including video data from Tesla’s  
18 vehicles and using that data to train neural nets to create autonomous driving software. Dojo was  
19 designed to address deficiencies in prior supercomputer platforms with custom chip and hardware  
20 designs. Dojo enables faster performance and superior power consumption, together with  
21 innovations in scalability. Discussions of the importance of this project to Tesla, as well as its  
22 potential, can be found in Tesla’s AI Day presentation on August 19, 2021. See  
23 <https://www.youtube.com/watch?v=j0z4FweCy4M>.

24           16. One important aspect of designing and managing a supercomputer such as Dojo is  
25 thermal management. With the massive size and speed of a supercomputer like Dojo comes large  
26 amounts of heat as well. Accordingly, Tesla has a team of engineers dedicated to designing cooling  
27 systems for Dojo to optimize power, safety, cost and environmental efficiency. Tesla has collected  
28 massive amounts of data concerning thermal characteristics of Dojo under various cooling

1 configurations, as well as hardware and software designs for cooling efficiencies. As part of its  
2 work routine, the team Defendant worked in runs complex simulations of how different thermal  
3 designs affect heat distribution, and in turn, affect the balancing of speed, power, safety, cost and  
4 environmental concerns. These thermal designs and data are confidential and tightly guarded  
5 within Tesla. This Dojo thermal design and data are referred to as the “Dojo Thermal Data and  
6 Designs” or the “Tesla Trade Secrets.”

7 17. Those like Defendant on the Dojo team have access, not just to thermal-related data,  
8 but also to other confidential information concerning the Dojo project.

9 18. Developing the Tesla Trade Secrets was expensive and time-consuming. Tesla has  
10 spent thousands of hours of work to develop the Tesla Trade Secrets based on the cumulative hours  
11 spent by its Dojo team over years. The Tesla Trade Secrets are not publicly available and are never  
12 shared externally.

13 19. The Tesla Trade Secrets are extremely valuable to Tesla and would be to a  
14 competitor. Access to the Tesla Trade Secrets would enable engineers at other companies to  
15 reverse engineer Tesla’s Trade Secrets to create similar supercomputer thermal systems in a  
16 fraction of the time and with a fraction of the expense it took Tesla to build it. Third-party  
17 engineers could not recreate these thermal designs without having Tesla Trade Secrets in the first  
18 place. The technology also would inform competitors of Tesla’s thermal designs for its  
19 supercomputer – providing a roadmap to copy Tesla’s innovation.

20 20. For these reasons, Tesla takes extensive measures to ensure that the Tesla Trade  
21 Secrets remain strictly confidential and are never shared externally. The engineers who do have  
22 access to the files are not permitted to download them to personal devices or cloud storage.

23 21. Tesla’s engineers also sign a comprehensive set of agreements and policies as a  
24 condition of their employment which require them to protect Tesla’s confidential information and  
25 not to disclose or misuse that information, including the Tesla Trade Secrets. These include an  
26 Employee Nondisclosure And Inventions Assignment Agreement (“NDA”), which requires  
27 employees to hold Tesla’s information “in strictest confidence” and prohibits them from using or  
28 disclosing any Tesla “Proprietary Information,” including “technical data, trade secrets, know-

1 how, ... plans, designs, ... methods, processes, ... data, programs, ... and other business  
2 information.”

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

8 23. Those on the Dojo project sign an additional NDA, specific to the Dojo project, to  
9 safeguard its confidential information and limit access to project information on a need-to-know  
10 basis. This included Defendant, who signed that additional agreement on February 16, 2022.

11 24. Tesla secures its physical facilities by restricting access to authorized personnel and  
12 then monitoring actual access with security guards and cameras. Visitors to Tesla’s facilities must  
13 check in with a receptionist or security, sign a nondisclosure agreement, and submit to a  
14 photograph. Visitors must also always be escorted by a Tesla employee while at the facilities.

15 25. Tesla further protects its trade secrets by using password-protected and firewall-  
16 protected networks and servers that are only accessible to current Tesla employees with proper  
17 credentials.

18 26. Tesla also has an Information Security team that monitors its systems for suspicious  
19 activity, including unauthorized downloading of confidential information.

20 ***Defendant Alexander Yatskov Promises to Protect Tesla’s Trade Secrets and Confidential***  
21 ***Information as a Condition of His Employment at Tesla***

22 27. On or about January 31, 2022, Tesla hired Defendant Alexander Yatskov as a  
23 Principal Thermal Engineer.

24 28. Among Defendant’s assigned responsibilities was to help develop and improve  
25 thermal management solutions for Project Dojo. As part of that work, Defendant could run  
26 simulations to assess thermal system designs for Tesla’s Dojo supercomputer. Like other Project  
27 Dojo employees, Tesla expected him to work at Tesla’s Fremont, California offices.  
28

1           29.     As part of his employment, Tesla provided Defendant with both a laptop and  
2 desktop to perform his work.

3           30.     As a condition of his employment, Defendant signed and agreed to abide by the  
4 terms of the NDA as well as a Dojo-specific NDA.

5           ***Defendant's Theft of Tesla's Trade Secrets and Attempts to Conceal His Misconduct***

6           31.     On May 2, 2022, after being put on administrative leave, Defendant resigned from  
7 Tesla. His last day at Tesla was April 6, 2022.

8           32.     As described above, when confronted by Tesla's information security team,  
9 Defendant eventually admitted he downloaded Tesla confidential information from his Tesla  
10 accounts and devices to his personal devices.

11          33.     But Defendant has refused to return Tesla's confidential information and lied to  
12 Tesla about it. Specifically, Defendant agreed to provide his phone and his personal device where  
13 he admitted transferring Tesla confidential information. The device Defendant provided, however,  
14 was not the device described. Instead, it was a "dummy" device. Other than the same day he gave  
15 it to Tesla, nobody had logged onto it since November 2020. And during that lone morning logon,  
16 Defendant tried to add in information to make the laptop look like it may have accessed only  
17 inoffensive Tesla information, like an offer letter, in an effort to deceive Tesla's information  
18 security team. By this misconduct, Defendant has effectively refused to return Tesla's confidential  
19 information and attempted to hide that refusal. Defendant knew he was providing a "dummy"  
20 device to Tesla in order to hide his activities because he had logged onto the device the earlier that  
21 same morning.

22          34.     On information and belief, Tesla has not uncovered all of Defendant's theft.  
23 Defendant's track record of lying and providing a "dummy" computer raises grave concerns that  
24 he continues to misappropriate Tesla's Trade Secrets. On information and belief, Defendant has  
25 indeed further used and/or disseminated that information.

**First Cause of Action**

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

1  
2  
3 35. Tesla re-alleges and incorporates by reference each and every allegation contained  
4 in paragraphs 1 through 34 of this Complaint.

5 36. As set forth above, Defendant misappropriated files revealing Dojo Thermal Data  
6 and Designs constituting “trade secrets” under the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et*  
7 *seq.* Tesla is the owner of these Tesla Trade Secrets.

8 37. The Tesla Trade Secrets relate to the design, development, and manufacturing, of  
9 products and services used in, and intended for use in, interstate and foreign commerce.

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

13 39. The Tesla Trade Secrets are not readily ascertainable through proper means or from  
14 generally available, public sources.

15 40. At all relevant times, Tesla has made reasonable efforts to protect and preserve the  
16 secrecy of the Tesla Trade Secrets.

17 41. Defendant misappropriated the Tesla Trade Secrets within the meaning of  
18 18 U.S.C. § 1839(5) by, *inter alia*, knowingly acquiring the Tesla Trade Secrets through improper  
19 means, and disclosing and/or using the Tesla Trade secrets without Tesla’s express or implied  
20 consent.

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

25 43. Defendant acquired the Tesla Trade Secrets by virtue of his employment with Tesla,  
26 not through his own independent research and efforts, in direct violation of his legal obligations to  
27 Tesla.  
28





1           52.     The Tesla Trade Secrets derive independent economic value from not being  
2 generally known to the public, to Tesla's competitors, or to other persons who can obtain economic  
3 value from disclosure or use of the information.

4           53.     At all relevant times, Tesla has made reasonable efforts to protect and preserve the  
5 secrecy of the Tesla Trade Secrets.

6           54.     Defendant misappropriated the Tesla Trade Secrets within the meaning of Cal. Civ.  
7 Code § 3426.1(b) by, *inter alia*, knowingly acquiring the Tesla Trade Secrets through improper  
8 means, and disclosing and/or using the Tesla Trade secrets without Tesla's express or implied  
9 consent.

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

14          56.     Defendant acquired the Tesla Trade Secrets by virtue of his employment with Tesla,  
15 not through his own independent research and efforts, in direct violation of his legal obligations to  
16 Tesla.

17          57.     On information and belief, Defendant failed to fully delete or return the Tesla Trade  
18 Secrets that he misappropriated, and continues to use or disclose the Tesla Trade Secrets without  
19 Tesla's consent.

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

22          59.     As a result of Defendant's unlawful conduct, the Tesla Trade Secrets have been  
23 compromised, and Tesla is substantially threatened by Defendant's further use and/or  
24 dissemination of that information.

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

27          61.     Defendant's unlawful actions were willful and malicious, and with the deliberate  
28 intent to injure Tesla's business, thereby entitling Tesla to exemplary damages pursuant to Cal.

1 Civ. Code § 3426.3(c) and/or attorneys' fees in an amount to be proven at trial pursuant to Cal.  
2 Civ. Code § 3246.4.

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

9 **Third Cause of Action**

10 **(Breach of Contract)**

11 63. Tesla re-alleges and incorporates by reference each and every allegation contained  
12 in paragraphs 1 through 62 of this Complaint.

13 64. As a condition of his employment with Tesla, Defendant signed and agreed to abide  
14 by the terms of the NDAs between himself and Tesla, which prohibited Defendant from, among  
15 other things, using or disclosing the Tesla Trade Secrets.

16 65. Tesla fully complied with and fulfilled its obligation under the NDAs by, among  
17 other things, employing Defendant.

18 66. While employed by Tesla, Defendant breached the NDAs by, without  
19 authorization, accessing, downloading, transmitting, creating, and retaining files containing the  
20 Tesla Trade Secrets on a personal device.

21 67. Tesla has sustained and will sustain damages as a direct and proximate result of  
22 Defendant's breach of contract.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff Tesla prays for judgment in its favor and against Defendant  
25 Alexander Yatskov, inclusive as follows:

26 1. Granting temporary, preliminary, and permanent injunctive relief against  
27 Defendant, and any persons in active concert or participation with him: (i) enjoining Defendant  
28 from obtaining, retaining, using, transmitting, disseminating, or disclosing the Tesla Trade Secrets;

1 (ii) requiring Defendant to immediately return all Tesla equipment, tangible materials, and  
2 information that remain in Defendant’s possession, custody, or control; (iii) ordering Defendant to  
3 identify, and turn over, any property in his possession, custody, or control containing or reflecting  
4 the Tesla Trade Secrets, including hard copy documents or any form of electronic storage media;  
5 (iv) ordering Defendant to identify any other persons, entities, or locations not within his  
6 possession, custody, or control, to which Defendant has transmitted, disseminated, disclosed, or  
7 stored any Tesla Trade Secrets; and (v) any other appropriate injunctive relief;

- 8 2. Awarding compensatory damages in an amount to be determined at trial;
- 9 3. Awarding exemplary damages in an amount to be determined at trial;
- 10 4. Awarding interest at the maximum legal rate on all sums awarded;
- 11 5. Awarding reasonable attorneys’ fees as permitted by law;
- 12 6. Awarding all costs of suit herein; and
- 13 7. Awarding such other and further relief as the Court deems just and proper.

14 **JURY DEMAND**

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

16  
17 Dated: May 6, 2022

*/s/ Joseph C. Alm*  
\_\_\_\_\_  
JOSEPH C. ALM, SBN 294362

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Attorneys for Plaintiff  
Tesla, Inc.

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 Alameda County (EXCEPT IN U.S. PLAINTIFF CASES)

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

(SEE ATTACHMENT)

DEFENDANTS

ALEXANDER YATSKOV

County of Residence of First Listed Defendant San Joaquin County (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, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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 various legal categories like Personal Injury, Contract, Labor, 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. Section 1831 et seq.

Brief description of cause: Defendant acquired trade secrets by virtue of employment with Plaintiff and has misappropriated Plaintiff's trade secrets.

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 05/06/2022 SIGNATURE OF ATTORNEY OF RECORD /s/ Joseph Alm (CA SBN 294362)

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ATTACHMNT TO CIVIL COVER SHEET JS 44

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