

1 COOLEY LLP  
 Michael A. Attanasio, Bar No. 151529  
 2 mattanasio@cooley.com  
 Charles E. Harrison, Bar No. 313028  
 3 charrison@cooley.com  
 Matthew D. Martinez, Bar No. 333932  
 4 mmartinez@cooley.com  
 4401 Eastgate Mall  
 5 San Diego, California 92121-1909  
 Telephone: +1 858 550 6000  
 6 Facsimile: +1 858 550-6420

7 Attorneys for Plaintiff  
 QUALCOMM TECHNOLOGIES, INC.

9 UNITED STATES DISTRICT COURT  
 10 SOUTHERN DISTRICT OF CALIFORNIA  
 11 SAN DIEGO DIVISION

13 QUALCOMM TECHNOLOGIES,  
 14 INC.,

15 Plaintiff,

16 v.

17 GAURAV G. KATHURIA,

18 Defendant.

Case No. '22CV346 H MDD

**COMPLAINT**

**JURY TRIAL DEMANDED**

19  
20  
21  
22  
23  
24  
25  
26  
27  
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

**SUMMARY OF THE ACTION**

1. This action arises from the misconduct of Gaurav Kathuria (“Kathuria”), a former employee of Qualcomm Technologies, Inc. (“Qualcomm” or the “Company”). Kathuria’s duties while working for Qualcomm authorized him to have access to highly valuable and confidential Qualcomm information, including trade secrets. Kathuria promised in a written agreement to safeguard this information and to not disclose it others. But in December 2021 and January 2022, Kathuria unlawfully exfiltrated from Qualcomm’s secure network dozens of files containing confidential information, including highly confidential information about Qualcomm’s chipset software architecture and design. Kathuria took these actions while interviewing with, and accepting an offer of employment from, a major technology company in direct competition with Qualcomm. In doing so, Kathuria deliberately took steps designed to circumvent Qualcomm’s safeguards, including “screenshotting” sensitive documents that could not otherwise be accessed after removal from the Qualcomm network. Qualcomm fears Kathuria thereafter transferred the documents to unknown third persons, or that he has retained copies for himself, possibly to disclose and use in his future employment. Qualcomm brings this action to secure its confidential information and to recover for harm to it caused by Kathuria’s misconduct.

**PARTIES**

2. Plaintiff Qualcomm Technologies, Inc. is a Delaware company with its principal place of business in San Diego, California. It is a wholly owned subsidiary of Qualcomm Incorporated, a Delaware company with its principal place of business in San Diego, California.

3. Defendant Gaurav Kathuria is an individual who, upon information and belief, resides in San Diego, California.

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

**JURISDICTION AND VENUE**

4. This Court has original jurisdiction of this action pursuant to 28 U.S.C. § 1331 because this action arises under the Defend Trade Secrets Act, 18 U.S.C. §§ 1836 *et seq.* This Court has supplemental jurisdiction over Qualcomm’s remaining claims under 28 U.S.C. § 1367.

5. Venue is proper in this Court because a substantial part of the events and omissions giving rise to the claims herein occurred in this district, and because a substantial part of the property that is the subject of the action is situated in this district. *See* 28 U.S.C. § 1391(b)(2).

**FACTUAL ALLEGATIONS**

6. Qualcomm is a world leader in the design and production of semiconductor microchips (“chips”). Qualcomm’s chips power cellphones, computers, and an increasing number of other modern machines. Qualcomm is also in the vanguard of new chip technologies, and the company’s current “5G” technology is ushering in a new age of connectivity and speed for wireless devices.

7. Confidential and trade secret information is at the heart of Qualcomm’s business. Qualcomm operates in a fiercely competitive sector, and it devotes immense resources to research and development efforts in order to innovate new technologies and stay ahead of competitors. The Company’s confidential information is of tremendous commercial value to it and to its rivals. Qualcomm’s confidential and trade secret information is also of substantial importance to national security. Qualcomm is a trusted supplier of mission-critical products and services to federal government agencies, and national security programs rely on continued access to Qualcomm products.

8. Maintaining the confidentiality of proprietary Qualcomm information is absolutely vital for Qualcomm employees. Qualcomm’s Code of Conduct explains that it is “critical” that Qualcomm maintain its “industry leadership,” and the “trust of [its] consumers and partners,” by “always protecting confidential information,”

1 whether that information belongs to Qualcomm, Qualcomm’s customers, or third  
2 parties who have entrusted that information to Qualcomm. Qualcomm employees  
3 are instructed not to share Qualcomm information, to use proprietary information  
4 only as necessary to perform their job duties, to adhere to Qualcomm’s security  
5 policies and procedures, and to hold Qualcomm information in strict confidence—  
6 even after leaving Qualcomm. Confidentiality is at the heart of Qualcomm’s success  
7 and leadership.

8 \* \* \*

9 9. Qualcomm hired Kathuria in June 2012 as a Staff Engineer in the  
10 software field.

11 10. Before commencing work for Qualcomm, and as a condition to his  
12 doing so, Kathuria agreed to keep in strict confidence Qualcomm’s trade secret and  
13 confidential information. This agreement was memorialized in a document titled,  
14 “Invention Disclosure, Confidentiality & Proprietary Rights Agreement,” (the  
15 “Confidentiality Agreement”) which Kathuria electronically acknowledged on  
16 September 6, 2012.

17 11. Section 2 of the Confidentiality Agreement provides that during the  
18 period of his assignment at Qualcomm, Kathuria would “have access to secret or  
19 confidential information, knowledge or data, whether trade secrets or not  
20 (collectively ‘Confidential Information’),” including:

21 matters of a technical nature (such as, without limitation, any methods,  
22 know-how, formulae, compositions, processes, discoveries, machines,  
23 models, devices, specifications, inventions, computer programs and  
similar items or research projects) . . . .

24 12. Kathuria expressly agreed to maintain this information in strict  
25 confidence:

26 I agree I will not during or at any time after termination of my  
27 employment with the Company, directly or indirectly, use for myself or  
28 others, or disclose or convey to others, any Confidential Information of  
Qualcomm or of others provided to Qualcomm under agreement of  
secrecy or confidentiality for planned, contemplated, or actual use by  
Qualcomm in the course of its business, except as may be authorized

1 and required by the Company in the course of my employment with the  
2 Company . . . .

3 \* \* \*

4 All records, computer programs, computer-stored information,  
5 computer disks and other media, files, drawings, sketches, blueprints,  
6 manuals, letters, notes, notebooks, reports, memoranda, customer lists,  
7 documents, equipment and the like relating in any manner to the  
8 Company's business, whether prepared by me or not, shall be and remain  
9 the Company's sole and exclusive property, and shall not be removed  
10 from the Company's premises without its prior consent, nor shall I make  
11 unauthorized copies of such information.

12 13. Kathuria began work for Qualcomm in San Diego, California, as a Staff  
13 Engineer. His duties would eventually include leading a team of engineers.  
14 Kathuria's work, and the work of the other Qualcomm employees on his team, was  
15 proprietary, innovative, and valuable.

16 14. As part of his duties, Kathuria had access to highly confidential and  
17 trade secret Qualcomm information including, among other things, confidential  
18 documents, processes, schematics, and diagrams related to the chips and software  
19 Qualcomm was designing. These materials are confidential and highly valuable,  
20 particularly to Qualcomm's competitors, because they reveal secret design  
21 components of Qualcomm chips and software.

22 15. Kathuria fully understood his obligation to maintain Qualcomm's  
23 confidential and proprietary information in strict confidence. He underwent multiple  
24 trainings regarding the proper treatment of confidential and proprietary Qualcomm  
25 information.

26 16. Notwithstanding Kathuria's promise to safeguard Qualcomm's  
27 Confidential Information, and notwithstanding his training regarding the proper  
28 methods of doing so, Kathuria chose to violate his duties to Qualcomm. On  
December 9, 2021, Kathuria successfully transferred to his personal email account a  
"zip file" containing confidential and proprietary information related to the design of  
certain Qualcomm chipsets. Qualcomm security personnel detected the transfer and  
informed Kathuria, who acknowledged that what he had done was "not right."

1 Kathuria also represented to Qualcomm’s security personnel—falsely, it turned  
2 out—that he had deleted the documents in question.

3 17. Yet despite Kathuria having a renewed understanding of his obligation  
4 to protect Qualcomm’s information, Kathuria’s misconduct only worsened. On  
5 several occasions between January 8 and January 27, 2022, Kathuria again exfiltrated  
6 dozens of files containing Qualcomm confidential information, this time to a personal  
7 cloud storage account.

8 18. A subsequent investigation by Qualcomm revealed that Kathuria had  
9 transferred *hundreds* of files from the Qualcomm network without Qualcomm’s  
10 permission. Kathuria attempted to transfer files that were blocked by information  
11 technology security applications and documents with digital rights management  
12 security protections. He intentionally circumvented these security applications by  
13 taking “screenshots” of various design files and exfiltrating those files from  
14 Qualcomm systems in the form of hundreds of images.

15 19. Qualcomm personnel also found that the zip file Kathuria had uploaded  
16 to his personal email account on December 9, 2021 was still located in that account,  
17 despite Kathuria having told investigators he had deleted the file.

18 20. The documents Kathuria misappropriated from Qualcomm contained  
19 detailed software architecture and technical design documents related to a wide  
20 variety of Qualcomm technologies and products.

21 21. During an investigative interview conducted on February 1, 2022,  
22 Kathuria finally acknowledged transferring hundreds of files from Qualcomm’s  
23 systems to his personal accounts and said he did so because he wanted to use the files  
24 as reference material in the future. During the same interview, Kathuria admitted  
25 that he had accepted an offer from a major technology company and direct competitor  
26 of Qualcomm’s on or about January 21, 2022.

27 22. The full extent of Kathuria’s wrongdoing remains unknown. Kathuria  
28 may have sent the information to any number of third parties, including Qualcomm’s

1 competitors, or he may be retaining any number of copies of the information to use  
2 in future employment. Kathuria’s actions cannot be excused as the result of  
3 ignorance or mistake, as evidenced by the warnings sent to him by Qualcomm  
4 personnel and by Kathuria’s deliberate circumvention of security protections by  
5 “screenshotting” confidential information and transferring that information in the  
6 form of image files. Kathuria was evasive and dishonest during the initial phase of  
7 the investigation, and Qualcomm fears he could use Qualcomm’s confidential  
8 information to cause Qualcomm substantial harm.

9 23. Although Qualcomm’s investigation remains ongoing, it has already  
10 suffered damages as a result of Kathuria’s misconduct, and it will continue to suffer  
11 further damages unless additional misconduct is enjoined.

12 **FIRST CLAIM FOR RELIEF**

13 **Defend Trade Secrets Act, 18 U.S.C. §§ 1836 *et seq.***

14 24. Qualcomm realleges and incorporates by reference each of the  
15 foregoing paragraphs as though fully set forth herein.

16 25. Qualcomm owns and possesses certain confidential, proprietary, and  
17 trade secret information, as alleged above. This confidential, proprietary, and trade  
18 secret information relates to products and services that are used, shipped, sold and/or  
19 ordered in, or that are intended to be used, sold, shipped, and/or ordered in, interstate  
20 or foreign commerce. Qualcomm products are used worldwide.

21 26. Qualcomm derives independent economic value from the fact that its  
22 confidential, proprietary, and trade secret information is not generally known to the  
23 public and not readily ascertainable to persons outside Qualcomm, including  
24 Qualcomm’s competitors. As described herein, Qualcomm has taken, and continues  
25 to take, reasonable measures to keep this information secret and confidential. Among  
26 other things, Qualcomm (i) requires its employees to execute agreements protecting  
27 the confidentiality of Qualcomm’s information and to undergo training concerning  
28 the proper treatment of confidential Qualcomm data, (ii) limits access to its facilities,

1 (iii) uses encryption and multi-factor authentication tools to safeguard access to its  
2 information and to ensure that its sensitive systems and data are protected in the event  
3 an account is compromised, and (iv) detects and monitors unauthorized data transfers  
4 and other anomalous activity on its network.

5 27. As part of his duties, Kathuria was entrusted with access to Qualcomm’s  
6 confidential, proprietary, and trade secret information. Kathuria had, and continues  
7 to have, a duty to maintain the secrecy of that information.

8 28. As set forth herein, in violation of this duty, and without Qualcomm’s  
9 consent, Kathuria uploaded confidential and proprietary Qualcomm information to  
10 personal email and cloud storage accounts in December 2021 and January 2022. The  
11 information uploaded by Kathuria qualifies as a “trade secret” under the meaning of  
12 18 U.S.C. § 1839(3).

13 29. By uploading Qualcomm’s confidential, proprietary, and trade secret  
14 information, Kathuria committed one or more acts of actual or threatened  
15 misappropriation of trade secrets within the meaning of the Defend Trade Secrets  
16 Act, 18 U.S.C. §§ 1836 *et seq.*

17 30. As a direct result of Kathuria’s conduct, Qualcomm has suffered—and,  
18 if the conduct is not enjoined, will continue to suffer—harm. This harm includes,  
19 but is not limited to, investigation and response costs Qualcomm has already  
20 suffered, and costs and harm associated with having its confidential and proprietary  
21 information in the hands of non-employees and competitors.

22 31. Kathuria’s conduct entitles Qualcomm to an injunction based on actual  
23 and threatened misappropriation as set forth in 18 U.S.C. § 1836(b)(3)(A)(i).

24 32. Qualcomm requests that the Court take affirmative action to protect its  
25 trade secrets, as set forth in 18 U.S.C. § 1836(b)(3)(A)(ii), including by authorizing  
26 an inspection of Kathuria’s computers, personal USB and electronic storage devices,  
27 email accounts, and “cloud”-based storage accounts to determine the extent to which  
28 Qualcomm trade secrets were wrongfully taken and/or disseminated to others.

1 33. Kathuria's misappropriation and disclosure of Qualcomm's trade  
2 secrets entitle Qualcomm to monetary damages, fees, and costs, as provided in  
3 18 U.S.C. § 1836(b)(3)(B). Qualcomm is also entitled to recover for Kathuria's  
4 unjust enrichment.

5 34. Kathuria's misappropriation of Qualcomm's trade secrets was willful  
6 and malicious under the meaning of 18 U.S.C. § 1836(b)(3)(C)-(D), and Qualcomm  
7 is therefore entitled to recover exemplary damages and attorney's fees.

8 **SECOND CLAIM FOR RELIEF**

9 **California Computer Data Access and Fraud Act, California Penal Code § 502**

10 35. Qualcomm realleges and incorporates by reference each of the  
11 foregoing paragraphs as though fully set forth herein.

12 36. By uploading confidential Qualcomm documents to various personal  
13 accounts, Kathuria violated California Penal Code § 502(c)(1), which forbids  
14 knowingly accessing, and without permission using, data, a computer, a computer  
15 system, or a computer network in order to wrongfully control or obtain money,  
16 property, or data.

17 37. By uploading confidential Qualcomm documents to his personal  
18 accounts, Kathuria violated California Penal Code § 502(c)(2), which forbids  
19 knowingly accessing, and without permission taking, copying, or making use of, data  
20 from a computer, computer system, or computer network.

21 38. As the owner of the data Kathuria uploaded to his personal accounts,  
22 Qualcomm is entitled to compensatory damages caused by Kathuria's violation of  
23 California Penal Code § 502, including those expenditures reasonably and  
24 necessarily incurred by Qualcomm to verify the security of its data, as well as  
25 injunctive relief and attorneys' fees. Cal. Penal Code § 502(e)(1)-(2).

26 39. Kathuria's violations of California Penal Code § 502 were done with  
27 oppression and malice and have subjected and will continue to subject Qualcomm to  
28 cruel and unjust hardship in conscious disregard of Qualcomm's rights, such that

1 Qualcomm is entitled to an award of exemplary and punitive damages according to  
2 proof. Cal. Penal Code § 502(e)(4).

3 **THIRD CLAIM FOR RELIEF**

4 **Breach of Contract**

5 40. Qualcomm realleges and incorporates by reference each of the  
6 foregoing paragraphs as though fully set forth herein.

7 41. Qualcomm is an express third-party beneficiary of the Confidentiality  
8 Agreement, and the Confidentiality Agreement’s provisions were made for the  
9 benefit of Qualcomm and are enforceable by Qualcomm.

10 42. The Confidentiality Agreement provides that Kathuria was required not  
11 to “use for [him]self or others or disclose or convey to others” Qualcomm’s  
12 confidential information, “except as may be authorized and required by the Company  
13 in the course of [his] employment with the Company.” Kathuria further agreed not  
14 to “remov[e] from the Company’s premises” Qualcomm’s confidential information,  
15 not to “make unauthorized copies of such information,” and “not to make or retain  
16 any copies or extracts” of documents containing Qualcomm’s confidential  
17 information.

18 43. Despite the express terms of the Confidentiality Agreement, Kathuria  
19 breached his contractual obligations by uploading confidential and trade secret  
20 Qualcomm information to various personal accounts in December 2021 and January  
21 2022. Qualcomm neither required Kathuria to upload the information, nor consented  
22 to his doing so.

23 44. As a direct and proximate result of the foregoing breach, Qualcomm has  
24 suffered, and will continue to suffer, damages in an amount to be proven at trial.  
25 Qualcomm has also suffered immediate and irreparable harm and will continue to  
26 suffer such harm until Kathuria’s breaches are enjoined.

27  
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

**PRAYER FOR RELIEF**

Wherefore, Qualcomm respectfully prays for relief as follows:

- A. For an order enjoining Kathuria and all persons or entities acting in concert or participation with him from obtaining, using, or disclosing any of Qualcomm’s confidential information or trade secrets;
  - B. For compensatory damages in an amount to be proven at trial;
  - C. For punitive and exemplary damages;
  - D. For prejudgment interest according to law;
  - E. For recovery of attorneys’ fees, costs, and expenses incurred in this action; and
  - F. For such other and further relief as this Court may deem just and proper.
- Qualcomm demands a trial by jury.

Dated: March 15, 2022

COOLEY LLP

By: /s/ Michael A. Attanasio  
Michael A. Attanasio

Attorneys for Plaintiff  
QUALCOMM TECHNOLOGIES, INC.

Email: mattanasio@cooley.com