

1 Ashok Ramani (SBN 200020)  
2 DAVIS POLK & WARDWELL LLP  
3 1600 El Camino Real  
4 Menlo Park, California 94025  
5 Tel: (650) 752-2000  
6 Fax: (650) 752-2111  
7 ashok.ramani@davispolk.com

8 Dana M. Seshens (NY SBN 4148128)  
9 (*pro hac vice application forthcoming*)  
10 DAVIS POLK & WARDWELL LLP  
11 450 Lexington Avenue  
12 New York, New York 10017  
13 Tel: (212) 450-4000  
14 Fax: (212) 701-5800  
15 dana.seshens@davispolk.com

16 *Attorneys for Plaintiff Pfizer Inc.*

17 **UNITED STATES DISTRICT COURT**  
18 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

19 PFIZER INC.,  
20  
21 Plaintiff,  
22  
23 - against -  
24 CHUN XIAO LI and DOES 1-5,  
25 Defendants.

26 Civil Action No. '21CV1980 CAB JLB  
27 **COMPLAINT**

28 Plaintiff PFIZER INC., (“Pfizer”), through its undersigned attorneys, Davis Polk & Wardwell LLP, as and for its Complaint against Defendant CHUN XIAO LI (“Li”) and DOES 1-5, respectfully alleges, upon knowledge as to itself, and otherwise upon information and belief, as follows:

**SUMMARY OF THE ACTION**

1. Conventional wisdom says that the cover up is worse than the crime. Pfizer is not yet sure whether that is the case here, and thus comes to this Court for

1 expedited relief in support of arbitration. What Pfizer can say for sure is that its  
2 soon-to-be former employee Chun Xiao (Sherry) Li uploaded over 12,000 files—  
3 including scores of confidential Pfizer documents—from her Pfizer-issued laptop  
4 to a personal Google Drive account and onto other personal devices. Upon  
5 learning of Ms. Li’s troubling conduct, Pfizer addressed it with her. Although Ms.  
6 Li initially gave the appearance of cooperation, it turns out that Ms. Li instead has  
7 misled Pfizer about what she took, how she took it, when and why she did it, and  
8 where those files (and possibly others) can be found today.

9       2. For over 150 years, Pfizer has been an industry leader in the  
10 development of vaccines and drugs for the treatment of life-threatening diseases.  
11 As just one example, Pfizer has been at the forefront of the global effort to develop  
12 a vaccine for COVID-19. Through hard work, ingenuity, perseverance, and  
13 billions of dollars in capital expense, Pfizer secured the first emergency-use  
14 authorization in the United States for its COVID-19 vaccine in December 2020.  
15 Pfizer’s work related to COVID-19 and other debilitating diseases such as  
16 urothelial carcinoma, Merkel cell carcinoma, and non-small-cell lung cancer, to  
17 name but a few, saves tens of thousands of lives each year.

18       3. Success breeds imitation, and competitors have been trying to recruit  
19 Pfizer’s employees relentlessly, especially during 2021. The vast majority of  
20 Pfizer employees choose to remain at Pfizer, pleased to remain on a winning team  
21 that recognizes individuals’ efforts with generous compensation packages and  
22 advancement opportunities within Pfizer. Not so for Ms. Li, who decided to leave  
23 Pfizer for a competitor believed to be Xencor, Inc.

24       4. Had Ms. Li left Pfizer honorably, she would not be named in this  
25 Complaint. But she made a different choice: on her way out the door, she  
26 transferred onto personal accounts and devices over 12,000 files, scores of which  
27 contain Pfizer confidential and trade-secret information, and tried covering her  
28 tracks repeatedly. She went so far as to provide Pfizer’s security team a decoy

1 laptop, leading Pfizer to believe it was the one she used to download the 12,000  
2 files from her Google Drive account. Forensic analyses confirmed it was not, and  
3 Ms. Li (or somebody else, including potentially DOES 1-5) likely remains in  
4 possession of the actual computer that contains those 12,000 files.

5 5. Pfizer believes in robust, fair competition. It was specifically that sort  
6 of competition that led Pfizer and its competitors to develop different COVID-19  
7 vaccines with record-breaking speed. And it is specifically that sort of competition  
8 that compels Pfizer and its competitors to push the boundaries to develop other  
9 blockbuster medications. It would be unjust to permit Ms. Li and anybody with  
10 whom she may be working in concert to trade on Pfizer's successes and  
11 experience, whether at Xencor or elsewhere, by leveraging the numerous  
12 confidential Pfizer documents she took without permission and refuses to return.

13 6. Pfizer therefore brings this action against Ms. Li and DOES 1-5 for  
14 (a) misappropriation of trade secrets in violation of the Defend Trade Secrets Act  
15 of 2016 ("DTSA"), 18 U.S.C. § 1836, *et seq.*, and the California Uniform Trade  
16 Secrets Act ("CUTSA"), Cal. Civ. Code § 3426, *et seq.*; (b) breach of contract; (c)  
17 conversion; and (d) trespass to chattel. Pfizer concurrently seeks a temporary  
18 restraining order and injunctive relief to preserve the status quo and prevent further  
19 irreparable harm while Pfizer promptly commences arbitration proceedings in  
20 accordance with the terms of Ms. Li's Mutual Arbitration and Class Waiver  
21 Agreement.

22 **PARTIES**

23 7. Pfizer is a Delaware corporation, with its principal place of business at  
24 235 East 42nd Street, New York, New York 10017. As part of its business, Pfizer  
25 is involved in researching, developing, making and selling pharmaceutical  
26 products, including vaccines, which it distributes in California, throughout the  
27 United States, and around the world.



1 such that the maintenance of this suit in this Court does not offend traditional  
2 notions of fair play and substantial justice.

3 12. Venue is proper in this Court because Ms. Li is subject to the personal  
4 jurisdiction of this Court, and because a substantial part of the events giving rise to  
5 Pfizer's claims and causing Pfizer's injuries occurred at Pfizer's facility in La  
6 Jolla, California, *i.e.*, within this Judicial District. Further, based on information  
7 and belief, Ms. Li resides within this Judicial District.

8 **FACTUAL ALLEGATIONS**

9 13. Due to the sheer number of documents Ms. Li misappropriated, Pfizer  
10 has yet to understand the full scope of trade-secret and confidential information in  
11 her possession. While Ms. Li possesses thousands of documents potentially related  
12 to numerous Pfizer vaccines, drugs, and other innovations, this Complaint focuses  
13 on Pfizer's COVID-19 vaccine and its avelumab and elranatamab monoclonal  
14 antibodies.

15 **Background on the Covid-19 Vaccine**

16 14. As the COVID-19 pandemic spread globally, Pfizer decided that it  
17 had a moral and scientific imperative to develop and bring to the public a vaccine  
18 as quickly as possible. On March 17, 2020, Pfizer signed a letter of intent to  
19 partner with BioNTech to co-develop an mRNA-based coronavirus vaccine  
20 program, BNT162, aimed at preventing COVID-19 disease. The collaboration  
21 leverages Pfizer's expertise in vaccine research and development, regulatory  
22 capabilities, and global manufacturing and distribution network.

23 15. To date, Pfizer has invested over \$2 billion of its own capital to  
24 develop its COVID-19 vaccine and has dedicated hundreds of Pfizer scientists,  
25 strategists, and other personnel to the COVID-19 vaccine effort. By risking its  
26 own investment, rather than relying on government funds, Pfizer could be more  
27 nimble in the development of the vaccine.

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1           16. The speed at which Pfizer was able to develop and gain approval of its  
2 vaccine was not due only to pandemic-related efforts and spending. Rather, Pfizer  
3 had recently reorganized its research and development arm into biotech-like  
4 subdomains, allowing for better start-to-finish ownership of new products, like the  
5 COVID-19 vaccine. Moreover, Pfizer leveraged its prior breakthrough innovations  
6 in the antiviral space to create the COVID-19 vaccine in record time.

7           17. Beginning in March 2020, Pfizer conducted numerous clinical trials  
8 and made various regulatory submissions in collaboration with BioNTech, in an  
9 effort to obtain emergency use authorization for the vaccine from the Food and  
10 Drug Administration (“FDA”). The FDA so authorized the Pfizer-BioNTech  
11 COVID-19 vaccine on or about December 11, 2020, making it the first COVID-19  
12 vaccine available to the general public. The FDA has since fully approved the  
13 vaccine for individuals 16 and older and has extended emergency use authorization  
14 for children as young as five years old. Needless to say, Pfizer’s vaccine has been  
15 a huge medical and commercial success.

16 *Background on Monoclonal Antibodies*

17           18. The COVID-19 vaccine has rightfully garnered significant praise and  
18 recognition around the world, but it should not overshadow the important work  
19 Pfizer does in other fields. For example, Pfizer is a world leader in the research  
20 and development of monoclonal antibodies that combat rare and debilitating  
21 diseases.

22           19. In general, a body’s immune system attacks foreign substances by  
23 generating a large number of antibodies, which are proteins that bind to certain  
24 targets in the body such as antigens that cause infections. Once an antibody  
25 attaches to an antigen, it triggers the body’s immune system to target and destroy  
26 cells containing that antigen. A monoclonal antibody is an antibody made in a  
27 laboratory that is designed to bind to a specific antigen, such as an antigen on the  
28 surface of a particular cancer cell. Once the monoclonal antibody binds to the

1 cancer cell, the body begins targeting and destroying cells like it. Monoclonal  
2 antibodies may also be designed to target immune system cells to increase their  
3 activity against cancer cells.

4 20. One of the greatest challenges with respect to developing monoclonal  
5 antibodies is identifying the right antigen to target. It takes years of research and  
6 development, trial and error work, and hundreds of millions of dollars in  
7 investment capital to investigate a potential new monoclonal antibody. Most  
8 investigational monoclonal antibodies turn out to be failures, and the few that make  
9 it past early phase studies require even more resources and capital to bring to  
10 market. Simply stated, finding the right antigen to target and developing a  
11 compatible monoclonal antibody requires absolute precision; anything short of that  
12 would fail to improve patients' health and could even prove fatal.

13 21. In 2014, Pfizer entered into an agreement with Merck KGaA to co-  
14 develop avelumab, a groundbreaking monoclonal antibody now sold under the  
15 tradename Bavencio. Avelumab is FDA-approved to treat a specific type of cancer  
16 in the bladder or urinary tract called urothelial carcinoma (UC) when it has spread  
17 or cannot be removed by surgery. It is also approved for patients with a rare and  
18 aggressive form of skin cancer called Merkel cell carcinoma. Pfizer is currently  
19 researching whether avelumab could treat other forms of cancer, and whether  
20 avelumab could be effectively combined with other drugs. Pfizer has invested over  
21 millions of dollars in the research and development of avelumab and as a direct  
22 result has saved countless lives.

23 22. Following in the footsteps of avelumab, Pfizer scientists discovered  
24 and began developing elranatamab, a bispecific monoclonal antibody. Bispecific  
25 monoclonal antibodies are antibodies that can simultaneously bind to two different  
26 types of antigens or two different target sites on the same antigen. Pfizer scientists  
27 believe elranatamab could be effective in treating multiple myeloma, a rare blood  
28 cancer that affects plasma cells made in the bone marrow. There is currently a

1 high unmet medical need for treating multiple myeloma, and Pfizer is in a race  
2 with its competitors to develop more advanced treatments. Recently, the FDA  
3 granted elranatamab Fast Track Designation, which is a process designed to  
4 facilitate the development, and expedite the review, of new drugs and vaccines that  
5 are intended to treat or prevent serious conditions that have the potential to address  
6 an unmet medical need. To date, Pfizer has invested millions of dollars in the  
7 research and development of elranatamab, as it hopes elranatamab will prove to be  
8 the company's next blockbuster drug.

9 Ms. Li's Employment at Pfizer

10 23. On August 2, 2006, Pfizer hired Ms. Li as Associate Director of  
11 Statistics in Pfizer's Global Product Development ("GPD") group based in China.  
12 On or around August 22, 2016, Ms. Li transferred to Pfizer's facility in La Jolla,  
13 California and continued her role as Associate Director of Statistics.

14 24. Pfizer's GPD group is responsible for evaluating drug efficacy and  
15 safety in human clinical trials to obtain regulatory approval for drugs. Given her  
16 role and responsibilities as Associate Director of Statistics, Ms. Li had access to  
17 highly confidential, proprietary, and trade-secret information related to numerous  
18 vaccines and medications, including the COVID-19 vaccine, avelumab, and  
19 elranatamab.

20 25. GPD employees are well aware of their obligations to safeguard Pfizer  
21 confidential information. In addition to supervisors constantly issuing reminders  
22 about confidentiality at meetings and discussions, Pfizer conducts periodic  
23 trainings designed to ensure that employees are aware of the policies and  
24 expectations around data security. For example, Ms. Li was required to take a  
25 course titled "Collaborate Securely: Safeguarding Sensitive Pfizer Information"  
26 that detailed the importance of safeguarding Pfizer confidential information. Ms.  
27 Li took this training three times in the last five years, on April 17, 2020, May 8,  
28 2018, and January 20, 2017. Ms. Li also took required trainings on the "Blue



1 Book,” the Pfizer employee manual, on February 16, 2021, February 13, 2019,  
2 April 18, 2017, and November 23, 2016. This training included reminders about  
3 Pfizer’s corporate policies regarding safeguarding sensitive information.

4 26. In addition, as part of her employment with Pfizer, Ms. Li entered into  
5 a Confidentiality Agreement, which imposed a number of restrictions on Ms. Li’s  
6 activities during and after her employment. For example, by virtue of executing  
7 the Confidentiality Agreement, Ms. Li agreed not to “disclose or use any  
8 Confidential Information” without Pfizer’s written permission, other than in the  
9 course of her employment with Pfizer. Ms. Li also agreed to “return within 48  
10 hours” of her termination “all Company property and material within [her]  
11 possession, whether confidential or proprietary or that in any way relates to the  
12 business of the Company or any of its subsidiaries or affiliates.”

13 *Pfizer’s Protection of Its Confidential, Proprietary, and Trade-Secret Information*

14 27. Pfizer’s confidential, proprietary, and trade-secret information is used  
15 in connection with Pfizer’s business, products, and services, including its  
16 development, manufacture, and sale of drugs and vaccines.

17 28. Pfizer’s confidential, proprietary, and trade-secret information gives  
18 Pfizer a substantial competitive advantage over its existing and would-be  
19 competitors, including Xencor, due to the significant investment of time, money,  
20 and resources in developing drug and vaccine programs, the drugs and vaccines  
21 themselves, as well as the overall business strategy and business plans for such  
22 programs, drugs, and vaccines. These advantages provide significant value to  
23 Pfizer over its competitors, such as Xencor.

24 29. Pfizer employs a set of robust measures to protect its intellectual  
25 property. Those measures include employing a dedicated team of in-house  
26 forensics specialists, tracking employee activity on company devices, and using  
27 automated monitoring alerts to escalate suspicious employee activity.  
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1           30.     Additionally, Pfizer employs a variety of employee-facing data-  
2 security measures including policies, agreements, and blocks on certain activity.  
3 For example, Pfizer’s Systems Policy #403 prohibits “unauthorized . . . disclosure,  
4 transfer, use or unapproved release of Pfizer Information,” the use of  
5 “unauthorized devices (e.g. personal/home computers and laptops, public  
6 computers, etc.) . . . to transmit, store or work on Pfizer Information,” and the  
7 “[u]nauthorized use of non-Pfizer cloud service accounts for the storage,  
8 computation or transfer of Pfizer information.” In furtherance of this prohibition  
9 on non-Pfizer cloud service accounts, in October 2021, Pfizer implemented a  
10 technology that monitors when employees upload files to cloud-based platforms  
11 such as Google Drive. Additionally, in 2019, Pfizer disabled USB access on all  
12 company laptops to prevent unauthorized transfer of Pfizer files onto external hard  
13 drives.

14           31.     Pfizer requires employees to sign, as a condition of employment,  
15 agreements obligating employees to protect Pfizer’s confidential documents,  
16 information, trade secrets, and intellectual property.

17           32.     Pfizer’s confidential, proprietary, and trade-secret information derives  
18 independent economic value from not being generally known to the public or other  
19 person who can obtain economic value from their disclosure, and from not being  
20 readily ascertainable by proper means.

21 *Pfizer’s Investigation of Ms. Li’s Suspicious Digital Activity*

22           33.     As part of Pfizer’s tracking of employee activity on company devices,  
23 Pfizer’s security team discovered on October 29, 2021, that, between Saturday,  
24 October 23, 2021 and Tuesday, October 26, 2021, Ms. Li transferred over 12,000  
25 files from her Pfizer laptop to an online Google Drive account. Ms. Li was “out of  
26 the office” on October 25–26, but, unbeknownst to Pfizer, she was conducting  
27 mass transfers of files from her Pfizer laptop to her Google Drive account during  
28 that time. Pfizer immediately initiated a digital review of Ms. Li’s emails, her file

1 access, and her internet activity on her Pfizer-issued laptop. An investigation into  
2 Ms. Li's Pfizer email account revealed that she had been interviewing with and had  
3 received an offer of employment from Xencor.

4 34. Pfizer human-resources, security, and digital-forensics personnel  
5 spoke with Ms. Li twice on Friday, October 29, 2021. During the first  
6 conversation, which occurred over the telephone with Pfizer human-resources and  
7 security personnel, Ms. Li admitted to having transferred the files and claimed that  
8 she did so because she wanted to organize her files offline and have them for her  
9 own personal use. Ms. Li represented that she had transferred the files from the  
10 Google Drive onto an external hard drive using her personal laptop and had not  
11 copied the files elsewhere. A couple of hours later, Pfizer's digital-forensics  
12 personnel had a second conversation with Ms. Li via videoconference. Between  
13 the two conversations, Ms. Li logged onto her Google Drive account and deleted  
14 all of the files saved there. During the second conversation, after Ms. Li disclosed  
15 that she had deleted all the files from her Google Drive account, Pfizer personnel  
16 asked Ms. Li to come to Pfizer's La Jolla office on Monday, November 1, and turn  
17 over her external hard drive and personal laptop for inspection. Ms. Li expressed  
18 reluctance to provide her personal laptop, explaining that it contained personal  
19 information, but ultimately agreed to do so. Later that night, Pfizer personnel  
20 subsequently deactivated Ms. Li's Pfizer system access, her laptop, and her badge.

21 35. On November 1, 2021, Ms. Li came in to Pfizer's offices in La Jolla  
22 to return her Pfizer-issued laptop. Ms. Li also provided a personal laptop that she  
23 led Pfizer to believe was the one she used to download the Pfizer documents from  
24 her Google Drive account onto her external hard drive, as well as the external hard  
25 drive itself. Pending completion of Pfizer's forensic analyses of the devices, Pfizer  
26 placed Ms. Li on paid administrative leave.

27 36. The forensic examination of Ms. Li's devices revealed that Ms. Li had  
28 not been truthful with Pfizer. Specifically, the forensic examination showed that

1 Ms. Li downloaded the 12,000 files to a folder having a file path  
2 “C:\Users\cli\Downloads.” This is the Downloads folder associated with a user  
3 having a user profile “cli,” which coincides with Ms. Li’s first initial and last  
4 name. No such user profile or folder exists on Ms. Li’s Pfizer-issued laptop, the  
5 personal laptop she provided Pfizer, or the external hard drive. In the opinion of  
6 the experienced forensics analyst who conducted the analysis, the most likely  
7 explanation for this discrepancy is that Ms. Li provided Pfizer with a personal  
8 laptop *other than* the one she used to download the 12,000 files. The forensics  
9 analysis also revealed that the laptop Ms. Li had provided to Pfizer was hardly  
10 used during the week of October 25 when the downloads occurred, corroborating  
11 that she most likely used a different laptop to initiate the downloads. This conduct  
12 casts doubt on Ms. Li’s truthfulness but, far more troublingly for Pfizer, indicates  
13 that another, unknown laptop likely contains the 12,000 files she downloaded,  
14 which include scores of Pfizer confidential documents such as the examples  
15 discussed below.

16 37. The forensic examination also showed that a significant number of  
17 Pfizer documents were deleted from Ms. Li’s external hard drive prior to turning it  
18 in. Specifically, forensic examination of Ms. Li’s external hard drive showed that  
19 hundreds of files and folders having Pfizer related names were deleted the night of  
20 Saturday, October 30, 2021. She turned the hard drive over to Pfizer on Monday,  
21 November 1, 2021 without mentioning anything about these deleted files.

22 *Ms. Li Misappropriates Pfizer’s Trade Secrets*

23 38. Ms. Li has misappropriated Pfizer information concerning a broad  
24 range of topics, including confidential, proprietary, and trade-secret information  
25 regarding Pfizer’s COVID-19 vaccine and monoclonal antibody programs.  
26 Pfizer’s investigation of the more than 12,000 files is ongoing, but below are some  
27 examples of documents Ms. Li misappropriated that contain such highly sensitive  
28 information:

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- A September 24, 2021 presentation titled “E2E Clinical Development + Submissions Playbook” that reflects, among other things, Pfizer’s analysis of the successes and breakthroughs of Pfizer’s COVID-19 vaccine studies, end-to-end recommendations based on the COVID-19 vaccine studies, analysis concerning why the Pfizer and BioNTech relationship was successful compared to other partnerships, and the identification of critical data variables for drug studies and ways to manage them
- A February 21, 2021 presentation titled “Pfizer Oncology Virtual Hematology Franchise Year Beginning Meeting” that contains, among other things, operational goals, key achievements and key goals for various drugs, development plans and timelines, key next steps for elranatamab, clinical development overview for elranatamab, and key strategies for various drugs including elranatamab
- A July 6, 2021 “Clinical Development Plan Document” that details development plans for combining encorafenib and binimetinib to treat melanoma. The document discusses Pfizer’s clinical development strategy, rationales, target product profiles, key elements of statistical analysis, global strategy, pediatric strategy, timelines, as well as a plethora of other highly sensitive trade secrets and confidential information
- A February 20, 2019 presentation titled “Avelumab Case Study – Implementation of BLRM in Oncology Dose Finding Trials with Multiple Drug Combinations” that discusses, among other things, Pfizer’s approach to implementing the Bayesian Logistic Regression Model in studies with multiple drug combination, challenges in designing Phase 1 drug combination studies, dosing strategies for drug combinations, implementation issues, and specifics related to the design and decision processes related to Pfizer’s Phase 1 avelumab studies

39. Pfizer did not authorize Ms. Li to transfer the aforementioned Pfizer files to her personal Google Drive account, and Pfizer is not aware of any legitimate business purpose for these transfers, which breach her obligations under her Confidentiality Agreement.

1 Ms. Li Tries to Resign and Declines an Exit Interview, Giving Rise to This Lawsuit

2 40. While Pfizer was conducting its investigation and forensic analyses,  
3 Ms. Li notified Pfizer on November 12, 2021, that she was leaving Pfizer and that  
4 her last day at the company would be November 24, 2021. She refused to disclose  
5 the reason for her departure, including if she had a new employer. As discussed  
6 above, Pfizer’s investigation of Ms. Li’s Pfizer email account showed that Ms. Li  
7 had received an offer to start at Xencor on November 29, 2021.

8 41. Pfizer decided to give Ms. Li a final opportunity to come clean. It  
9 asked Ms. Li to come in for a meeting on Monday, November 22, 2021, to answer  
10 some follow up questions to better understand the pathways that she used to  
11 transfer the 12,000 files at issue. Pfizer expressed that it would appreciate Ms. Li’s  
12 cooperation in making sure Pfizer’s confidential information does not fall into the  
13 hands of any of its competitors, including her potential new employer Xencor. Ms.  
14 Li declined to meet with Pfizer, stating that she had already provided Pfizer all the  
15 information it requested and also citing health issues.

16 42. Given that Ms. Li is leaving Pfizer to start work for a competitor,  
17 possibly in less than a week, that Ms. Li has lacked candor and affirmatively  
18 misled Pfizer personnel, and that she appears to remain in possession of Pfizer  
19 trade-secret and confidential information, Pfizer has no choice but to commence  
20 this action and seek a temporary restraining order against her. Indeed, Ms. Li  
21 acknowledged in her signed Confidentiality Agreement that “any breach by me of  
22 my obligations under this agreement . . . would cause irreparable harm to the  
23 Company, and that in the event of such breach the Company shall have . . . the  
24 right to an injunction, specific performance and other equitable relief to prevent  
25 violations of my obligations hereunder.”

26 43. The Confidentiality Agreement further provides that “[d]isputes  
27 arising under this Agreement will be subject to the Mutual Arbitration and Class  
28 Waiver Agreement.” However, the Mutual Arbitration and Class Waiver

1 Agreement provides that “[e]ither party to this Agreement may make application to  
2 a court for temporary or preliminary injunctive relief in aid of arbitration or for the  
3 maintenance of the status quo pending arbitration.”

4 44. Pfizer intends to promptly commence arbitration proceedings in  
5 accordance with the Confidentiality Agreement.

6 **FIRST CAUSE OF ACTION**  
7 **Trade Secret Misappropriation under the DTSA**

8 45. Pfizer repeats and realleges the allegations in the foregoing  
9 paragraphs as if fully set forth herein.

10 46. This is a claim for violation of the DTSA, 18 U.S.C § 1836, *et seq.*,  
11 for the misappropriation of Pfizer’s confidential, proprietary, and trade-secret  
12 information.

13 47. Pfizer owns the confidential, proprietary, and trade-secret information  
14 misappropriated by Ms. Li, and those trade secrets are related to products used in,  
15 or intended for use in, interstate and/or foreign commerce. Furthermore, the  
16 confidential, proprietary, and trade-secret information misappropriated by Ms. Li  
17 discloses Pfizer’s analyses of its vaccine and drug programs, end-to-end  
18 recommendations based on its COVID-19 studies, operational goals, clinical  
19 development strategies and timelines, key achievements, and numerous other  
20 highly sensitive Pfizer information.

21 48. Ms. Li, by and through the Confidentiality Agreement signed pursuant  
22 thereto, is subject to continuing confidentiality restrictions and has a duty to  
23 maintain confidentiality and not to use for any of her own purposes, or other’s  
24 purposes, the confidential, proprietary, and trade-secret information to which she  
25 had access pursuant to her employment with Pfizer.

26 49. Ms. Li knowingly and intentionally acquired, disclosed and/or used  
27 Pfizer’s confidential, proprietary, and trade-secret information, including  
28 information about Pfizer’s COVID-19 vaccine and avelumab and elranatamab

1 monoclonal antibody medications, among other products and/or services intended  
2 for use in interstate and/or foreign commerce, without the consent of Pfizer and by  
3 improper means, including conduct in breach of the Confidentiality Agreement.

4 The types of documents that Ms. Li took are documents that Pfizer carefully  
5 protected and that any reasonable business in the industry would carefully protect  
6 from disclosure to a competitor. The information that Ms. Li misappropriated  
7 derives independent economic value from not being generally known to, and not  
8 readily ascertainable through proper means by, a competitor.

9 50. A digital forensics review of Ms. Li's digital activities, completed in  
10 November 2021, confirmed that Ms. Li had transferred over 12,000 files, scores of  
11 which are Pfizer confidential documents, from her Pfizer laptop to her personal  
12 Google Drive account between the dates of October 23, 2021 and October 26,  
13 2021. Ms. Li then downloaded those files onto a personal laptop and then copied  
14 the files onto an external hard drive.

15 51. Ms. Li was or should have been aware at the time she accessed and/or  
16 copied Pfizer's documents that those documents contained Pfizer's trade secrets.  
17 Ms. Li took Pfizer's confidential, proprietary, and trade-secret information and  
18 transferred Pfizer's documents onto her personal Google Drive account, personal  
19 laptop, and external hard drive for no business purpose, and in violation of the  
20 Confidentiality Agreement.

21 52. Having taken Pfizer's documents, Ms. Li was untruthful to Pfizer  
22 about her actions and interfered with its investigation. Ms. Li refused to disclose  
23 the identity of her employer, provided Pfizer with a decoy laptop, and apparently  
24 deleted hundreds of files from her external hard drive before turning it over for  
25 inspection. Ms. Li's conduct, combined with her apparent imminent plan to begin  
26 working at Xencor, makes it highly likely that Ms. Li will disclose and/or use  
27 Pfizer's confidential, proprietary, and trade-secret information.

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1           60. Pfizer owns the confidential, proprietary, and trade-secret information  
2 misappropriated by Ms. Li. Furthermore, the confidential information and trade  
3 secrets misappropriated by Ms. Li discloses Pfizer’s analyses of its vaccine and  
4 drug programs, end-to-end recommendations based on its COVID-19 studies,  
5 operational goals, clinical development strategies and timelines, key achievements,  
6 and numerous other highly sensitive Pfizer information.

7           61. Ms. Li, by and through the Confidentiality Agreement signed pursuant  
8 thereto, is subject to continuing confidentiality restrictions and has a duty to  
9 maintain confidentiality and not to use for any of her own purposes, or other’s  
10 purposes, the confidential, proprietary, and trade-secret information to which she  
11 had access pursuant to her employment with Pfizer.

12           62. Ms. Li, knowingly and intentionally, acquired, disclosed and/or used  
13 Pfizer’s confidential, proprietary, and trade-secret information, including  
14 information about Pfizer’s COVID-19 vaccine and avelumab and elranatamab  
15 monoclonal antibody medications, among other products and/or services, without  
16 the consent of Pfizer and by improper means, including conduct in breach of the  
17 Confidentiality Agreement. The types of documents that Ms. Li took are  
18 documents that Pfizer carefully protected and that any reasonable business in the  
19 industry would carefully protect from disclosure to a competitor. The information  
20 that Ms. Li misappropriated derives independent economic value from not being  
21 generally known to the public or a competitor.

22           63. A digital forensics review of Ms. Li’s digital activities, completed in  
23 November 2021, confirmed that Ms. Li had transferred over 12,000 files, the vast  
24 majority of which are Pfizer confidential documents, from her Pfizer laptop to her  
25 personal Google Drive account between the dates of October 23, 2021 and October  
26 26, 2021. Ms. Li then downloaded those files onto a personal laptop and then  
27 copied the files onto an external hard drive.  
28

1           64. Ms. Li was or should have been aware at the time she accessed and/or  
2 copied Pfizer's documents that those documents contained Pfizer's trade secrets.  
3 Ms. Li took Pfizer's confidential, proprietary, and trade-secret information and  
4 transferred Pfizer's documents onto her personal Google Drive account for no  
5 business purpose, and in violation of the Confidentiality Agreement.

6           65. Having taken Pfizer's documents, Ms. Li was untruthful to Pfizer  
7 about her actions and interfered with its investigation. Ms. Li refused to disclose  
8 the identity of her employer, provided Pfizer with a decoy laptop, and deleted  
9 hundreds of files from her external hard drive before turning it over for inspection.  
10 Ms. Li's conduct, combined with her apparent imminent plan to begin working at  
11 Xencor, makes it highly likely that Ms. Li will disclose and/or use Pfizer's  
12 confidential, proprietary, and trade-secret information.

13           66. The wrongful acquisition, disclosure, and/or use of Pfizer's  
14 confidential, proprietary, and trade-secret information gives Ms. Li an unfair  
15 benefit and wrongful advantage in the marketplace over Pfizer, the rightful owner  
16 of Pfizer's confidential, proprietary, and trade-secret information.

17           67. As a result of the aforementioned allegations, Ms. Li has wrongfully  
18 misappropriated Pfizer's confidential, proprietary, and trade-secret information and  
19 threatens to use and/or disclose it to her benefit and to the detriment of Pfizer.

20           68. The aforementioned actions by Ms. Li in wrongfully converting and  
21 misappropriating Pfizer's confidential, proprietary, and trade-secret information  
22 was intentional, knowing, willful, malicious, fraudulent and oppressive. The  
23 actions of Ms. Li, as set forth herein, constitute actual and threatened  
24 misappropriation under the CUTSA, Cal. Civ. Code § 3426, *et seq.*

25           69. As a direct and proximate result of Ms. Li's actions, Pfizer has been  
26 greatly damaged, has suffered irreparable harm, and will continue to suffer  
27 irreparable harm.  
28





1           82. Ms. Li has received salary, benefits, and expenses to which she was  
2 not entitled by virtue of her unlawful conduct described herein.

3           83. At all relevant times, Pfizer was and still is the rightful owner of the  
4 at-issue confidential, proprietary, and trade-secret information related to Pfizer's  
5 analyses of its vaccine and drug programs, end-to-end recommendations based on  
6 its COVID-19 studies, operational goals, clinical development strategies and  
7 timelines, key achievements, and numerous other highly sensitive Pfizer  
8 information.

9           84. Ms. Li intentionally and improperly, in violation of the  
10 Confidentiality Agreement, took Pfizer's documents containing confidential,  
11 proprietary, and trade-secret information that exclusively belong to Pfizer.

12           85. Ms. Li was not authorized by Pfizer to retain, take or not return  
13 Pfizer's confidential, proprietary, and trade-secret information, and she is required  
14 to return all such information upon termination of her employment with Pfizer.  
15 Ms. Li took Pfizer's documents with the intent to use and/or disclose such  
16 confidential, proprietary, and trade-secret information in a manner adverse to  
17 Pfizer's rights and interests. Ms. Li improperly transferred Pfizer's confidential,  
18 proprietary, and trade-secret information from Pfizer's electronic systems to Ms.  
19 Li's personal Google Drive account, laptop, and external hard drive thereby  
20 depriving Pfizer of control over its property to this day.

21           86. By this conduct, and upon information and belief, Ms. Li has  
22 unreasonably withheld and continues to unreasonably withhold Pfizer's property,  
23 including confidential, proprietary, and trade-secret information, from Pfizer, in  
24 defiance of Pfizer's rights and interests therein. As a result, Ms. Li has and  
25 continues to misuse and seriously damage Pfizer's property, including confidential,  
26 proprietary, and trade-secret information. Ms. Li's misconduct in this regard  
27 remains ongoing, and continues to harm Pfizer.  
28



1           A.     Enjoin Ms. Li from further using, disclosing, or transmitting Pfizer’s  
2 confidential information or trade secrets;

3           B.     Enjoin Ms. Li from destroying, manipulating, or otherwise altering  
4 any of Pfizer’s confidential information and trade secrets in her possession,  
5 including any electronic information such as metadata that shows last access-date  
6 and creation date;

7           C.     Directs Ms. Li to provide Pfizer’s outside counsel with attorneys-  
8 eyes-only access to (i) her personal Google Drive account(s), (ii) any and all  
9 computing devices in her possession, custody, and control, and (iii) to any other  
10 account or device on which she may have stored Pfizer’s confidential information  
11 or trade secrets, as well as to return any hard copy documents containing Pfizer’s  
12 confidential information or trade secrets;

13          D.     Award Pfizer reasonable attorneys’ fees, costs, expert fees, expenses  
14 and all other sums expended by Pfizer in connection with the prosecution of this  
15 Action; and

16          E.     Order any such other and further relief as the Court may deem just  
17 and proper.

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1 November 23, 2021

Respectfully submitted,

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*s/ Ashok Ramani*

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Ashok Ramani (SBN 200020)  
DAVIS POLK & WARDWELL LLP  
1600 El Camino Real  
Menlo Park, California 94025  
Tel: (650) 752-2000  
Fax: (650) 752-2111  
ashok.ramani@davispolk.com

Dana M. Seshens (NY SBN 4148128)  
*(pro hac vice application forthcoming)*  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Tel: (212) 450-4000  
Fax: (212) 701-5800  
dana.seshens@davispolk.com

*Attorneys for Plaintiff Pfizer Inc.*