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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION

14 MEMPHIS MEATS, INC.,
15 Plaintiff,
16 v.
17 NAPAT TANDIKUL,
18 Defendant.

Case No.

COMPLAINT FOR:

- 1. BREACH OF CONTRACT
- 2. MISAPPROPRIATION OF TRADE SECRETS (18 U.S.C. § 1836, *et seq.*)
- 3. MISAPPROPRIATION OF TRADE SECRETS (Cal. Civ. Code § 3426, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Memphis Meats, Inc. (“Memphis Meats” or “Company”), by and through its
2 counsel, for its complaint against defendant Napat Tandikul alleges as follows:

3 INTRODUCTION

4 1. Senior scientist Napat Tandikul agreed to protect Memphis Meats’ proprietary
5 information and to return all such information upon her termination. Instead, Tandikul recently
6 stole from Memphis Meats its next-generation, cell-harvesting technology, and indicated she plans
7 to leave the country. Memphis Meats has vigorously protected the secrecy of this technology, and
8 ensured Tandikul, a Memphis Meats researcher with privileged access to a tiny forward-looking
9 program within the Company, understood her duty to do the same. The Company required
10 Tandikul to sign an employment agreement outlining her confidentiality obligations, acknowledge
11 and abide by Memphis Meats’ trade secret policies, and undergo trade secret training. Despite all
12 that, Tandikul downloaded thousands of Memphis Meats confidential documents on the eve of her
13 resignation and then attempted to cover up her theft through mass deletions, data transfers, and
14 false representations. Now, she plans to leave the country with Memphis Meats’ confidential and
15 trade secret information still in her possession.

16 2. For years, Berkeley-based Memphis Meats has invested heavily in research and
17 development to become a world leader in healthy and delicious meat that is grown from cells rather
18 than harvested from animals. Through hard-won technological advances, Memphis Meats has
19 created products that are better for consumers because they do not involve animal slaughter and
20 better for the environment because they are predicted to use far less land and water. For example,
21 the Company produced the world’s first cell-cultured beef meatball in 2016 and the world’s first
22 cell-cultured chicken and duck in 2017. With technology in its pipeline, Memphis Meats expects
23 to be one of the world’s first producers of high-quality meat indistinguishable from those harvested
24 from animals. But Tandikul, who left with no notice and downloaded thousands of files on the eve
25 of her departure, threatens to destroy the Company’s competitive edge. Forensic evidence confirms
26 that Tandikul breached her agreement to protect and return the Company’s proprietary information;
27 misappropriated Memphis Meats trade secrets; and copied highly sensitive materials on everything
28 from growth platforms to the cell cultures themselves. Memphis Meats would have much preferred

1 to avoid litigation against its former employee, but Tandikul has left the Company no choice.
2 Tandikul took critical information at a sensitive time. Unless stopped immediately, Tandikul's
3 theft threatens to cause Memphis Meats substantial, permanent harm.

4 3. Tandikul joined Memphis Meats in December 2019, initially as a research associate,
5 and ultimately as a Senior Research Associate, assigned to a specialized, three-person team.
6 Internally, the team was known as Blue Sky, a reference to the team's maxim—*the sky's the limit*.
7 Blue Sky was tasked with developing the Company's next-generation, transformative technology,
8 a process for cultivating cell-based meats that produces a far greater yield than any existing product,
9 for less money. As a member of the team, Tandikul had the highest level of security clearance for
10 scientific data at Memphis Meats and access to all Blue Sky's research and other Memphis Meats
11 confidential information. She fully understood the value of Blue Sky's work, stating that in her
12 view the information was worthy of a "Nobel Prize."

13 4. As a condition of joining the Company, Tandikul agreed to protect Memphis Meats'
14 trade secrets and to return, upon her termination, all the Company's proprietary information in her
15 possession. She was repeatedly reminded of those obligations, including very recently after
16 Tandikul was caught on video helping a colleague enter the lab around midnight, then leave with
17 boxloads of materials. Nonetheless, immediately following the departure of that colleague and
18 their mutual boss, and on the day before tendering her immediate resignation, Tandikul downloaded
19 thousands of confidential Company documents. Now, Tandikul is planning an escape to Thailand,
20 with Memphis Meats' trade secret information still in her possession.

21 **PARTIES**

22 5. Plaintiff Memphis Meats is a corporation organized and existing under the laws of
23 Delaware, with its principal place of business in Berkeley, California.

24 6. Defendant Napat Tandikul is a citizen of Thailand and resides in California.
25 Tandikul was a research associate at Memphis Meats' Berkeley California laboratory from
26 December 2019 until April 2021.

27 **JURISDICTION AND VENUE**

28 7. This Court has subject matter jurisdiction over Memphis Meats' federal trade secret

1 claim pursuant to 18 U.S.C. § 1836(c) and 28 U.S.C. § 1331.

2 8. This Court has supplemental jurisdiction over Memphis Meats’ state law claims
3 pursuant to 28 U.S.C. § 1367.

4 9. This Court has personal jurisdiction over Tandikul. Pursuant to the Employment
5 Agreement she entered with Memphis Meats, Tandikul expressly submitted to the jurisdiction of
6 this Court. Additionally, Tandikul is a resident of California, and her wrongful conduct occurred
7 in California.

8 10. Venue is proper in this District because Memphis Meats has its headquarters here
9 and key acts alleged herein occurred in this District.

10 **FACTUAL ALLEGATIONS**

11 ***Memphis Meats Is a Pioneer in Cell-Cultured Meats.***

12 11. Memphis Meats’ mission is to bring delicious, healthy meat to the world’s table by
13 harvesting it from cells instead of animals. By producing meat from the cell level up, Memphis
14 Meats does not need to raise, process, and slaughter animals, or use massive amounts of land and
15 water.

16 12. Memphis Meats was founded in 2015 and has pioneered the field of cell-cultured
17 meats; it is the leading and most widely-funded company in the industry. The Company has
18 enjoyed success in creating the world’s first cell-cultured chicken, duck, and beef, and continually
19 invests in newer, better methods to meet these goals. Memphis Meats has captured media attention
20 and garnered high-profile investors, including Bill Gates and Richard Branson, for its
21 groundbreaking discoveries in creating cell-cultured meats, and its aim to scale operations to feed
22 10 billion people by 2050.

23 ***Blue Sky’s Research Is Critical to the Company’s Future.***

24 13. Cell-cultured meats have the potential to sustainably support the growing global
25 demand for meat, but only if cell-based products taste as good as conventional meat and provide
26 options for diverse palates. That is why Memphis Meats created Blue Sky—a specialized, forward-
27 looking research and development team tasked with developing “next generation” technology to
28 address these consumer needs. Specifically, Blue Sky is focused on two areas critical to future

1 success in the market. That includes developing a cultivation process that yields large pieces of
2 high-quality, additive-free, 100 percent meat, and expanding Memphis Meats' product portfolio.
3 Memphis Meats has devoted substantial time and resources to Blue Sky and has invested millions
4 in the project. Since its conception in 2018, Blue Sky has made considerable progress in reaching
5 three primary objectives.

6 14. **First**, Blue Sky has developed a tissue-cultivation process that obtains more biomass
7 per unit of surface area than any other Memphis Meats technology. Indeed, just weeks before
8 Tandikul's fateful departure, the group broke Memphis Meats' record for biomass conversion
9 efficiency, *i.e.* the ability to make substantial amounts of meat from nutrients in a cost-effective
10 manner. Upon information and belief, no competitor has developed a similar cultivation process
11 or achieved equivalent results. Blue Sky's cultivation technique, replete with advances in the fields
12 of fluidics, surface tension, media composition, and nutrient stoichiometry, will set Memphis Meats
13 apart in the marketplace. Whereas competitors' processes can perhaps produce chicken nuggets
14 and meatballs, with the technology at issue, Memphis Meats will be able to produce high-quality
15 cultured meats.

16 15. **Second**, the Blue Sky team has made significant headway in developing a platform
17 and device that encompasses its unique cultivation process. Early test results suggest that the
18 device, once fully formulated, will produce meat indistinguishable from that harvested from
19 livestock. The device, along with other methods currently in development, will also allow
20 Memphis Meats to scale up production to a level to meet, and fuel, market demand. The Blue Sky
21 team developed several prototypes before discovering the process that broke the Company's
22 internal records. Upon information and belief, no competitor has developed a similar cultivator
23 device.

24 16. **Third**, the Blue Sky team has isolated new, high-performance cells from unique
25 animal species, which the company is currently evaluating as potential additions to its product
26 portfolio. No competitor has commercialized cell-cultured meat from these species.

27 17. Blue Sky's advances are not only trade secrets themselves; they also build on a
28 wealth of the Company's trade secret information that helped establish Memphis Meats as a leader

1 in the field. Memphis Meats uses its trade secrets, and will use the Blue Sky trade secrets, which
2 build on existing Memphis Meats proprietary technology, to make cell-cultured meats sold in
3 interstate and foreign commerce.

4 ***Memphis Meats Protects its Confidential and Trade Secret Information.***

5 18. Memphis Meats uses a variety of measures to maintain the secrecy of its confidential
6 and trade secret information, including Blue Sky's research.

7 19. For example, Memphis Meats requires third parties to sign non-disclosure
8 agreements before they can access the Company's confidential information. Memphis Meats also
9 requires that employees with access to confidential information sign an Employee Proprietary
10 Information and Inventions Assignment Agreement. Pursuant to that agreement, which is described
11 below and attached as Exhibit A, employees such as Tandikul agree not to disclose Memphis
12 Meats' confidential and trade secret information to third parties; not to use Memphis Meats'
13 confidential and trade secret information except in the performance of their job duties; and to return
14 to the Company all confidential and trade secret information in their possession upon their
15 termination.

16 20. In addition to signing an Employee Proprietary Information and Inventions
17 Assignment Agreement when they begin work, new employees must also acknowledge and agree
18 to follow the Company's Employee Handbook, which provides that information stored in Memphis
19 Meats computers and file servers, including research, data, processes, and trade secrets "are the
20 property of the Company and may not be distributed outside the Company in any form whatsoever
21 without written permission of the CEO." Memphis Meats also maintains policies that require
22 employees to take certain measures to maintain the confidentiality of the Company's proprietary
23 information, including, among other precautions:

- 24
- 25 • only accessing the Company's confidential or proprietary information when
authorized to do so;
 - 26 • only storing and accessing the Company's confidential information on authorized
27 equipment and services;
 - 28 • securing all sensitive and confidential information when not at their workstation,
immediately removing printed materials from printers and fax machines, and

1 shredding printed materials when no longer needed;

- 2
- locking computers and laptops when unattended; and
 - never sharing employee badges, passwords, user IDs, and/or tokens.
- 3

4 To ensure its employees understand and respect its trade secret policy, Memphis Meats also
5 requires employees to undergo training on protecting the Company's confidential and trade secret
6 information. When employees depart, Memphis Meats reminds them of their ongoing obligations,
7 promptly terminates their computer access and passwords, and notifies building security.

8 21. Memphis Meats also uses physical security measures to protect its confidential and
9 trade secret information, including restricting entry into Company facilities and requiring all
10 vendors and contractors to wear assigned badges with access controls specific to the individual.

11 22. Memphis Meats' computer systems are password-protected, and the Company
12 employs a variety of other data security measures depending on the sensitivity of the data at issue.
13 Critical data, like Blue Sky's work, is encrypted, protected through multi-factor authentication, and
14 access controlled through role-based permissions and data partitioning.

15 23. Memphis Meats employed additional measures relating to the Blue Sky team, which
16 had only three members, segregated data, and a physical barrier preventing non team members from
17 viewing technology being developed in the Blue Sky lab.

18 ***Tandikul Agrees to Protect Memphis Meats' Trade Secrets and***
19 ***Gains Access to Such through Her Employment.***

20 24. Tandikul worked for Memphis Meats from December 2, 2019 until April 12, 2021.
21 She enjoyed a healthy base salary and an option to purchase thousands of shares of the Company's
22 stock.

23 25. As a condition of her employment, Tandikul signed an Employee Proprietary
24 Information and Inventions Assignment Agreement ("Employment Agreement"), which included
25 provisions requiring that Tandikul not misappropriate Memphis Meats' confidential and trade
26 secret information. Among other key provisions:

- 27
- Tandikul acknowledges "the confidential and secret character of the Proprietary
28 Information," and that such information "is the sole, exclusive and valuable property
of the Company." "Proprietary Information" is defined to include "information

1 concerning or resulting from any research and development or other project.”

- 2 • Tandikul cannot “use the Proprietary Information except in the performance of [her]
3 authorized duties as an employee of the Company.”
- 4 • Tandikul cannot “disclose all or any part of the Proprietary Information in any form
5 to any third party . . . without the prior written consent of the Company.”
- 6 • Tandikul must “return to the Company all whole and partial copies and derivatives
7 of the Proprietary Information, whether in [her] possession or under [her] direct or
8 indirect control.”
- 9 • Tandikul must “surrender,” upon departure, “all notes, memoranda, reports,
10 drawings, blueprints, manuals, materials, data, emails and other papers and records
11 of every kind, or other tangible or intangible materials” that came into her possession
12 during the course of her employment.

13 Tandikul has breached, and threatens to breach, these material provisions. A true and correct copy
14 of Tandikul’s signed Employment Agreement is attached as **Exhibit A**.

15 26. During her employment, Tandikul had access to, and was entrusted with, Memphis
16 Meats’ confidential and trade secret information. For example, in her Blue Sky work, Tandikul
17 utilized Memphis Meats’ proprietary cell culture media developed for cultivated meat production
18 and she had access to the cell bank material that contains many of the Company’s high value
19 tangible assets in terms of species and animal genetic cells. Memphis Meats has devoted years to
20 create this media and these cell banks.

21 27. Not only did Tandikul have access to preexisting trade secrets, she, as a Blue Sky
22 member, was paid to develop new trade secret information for the Company. Indeed, Tandikul
23 spent the last six months of her employment working exclusively on Blue Sky’s cultivator device.

24 ***Tandikul Steals Memphis Meats’ Trade Secrets and Breaches Her Employment Agreement.***

25 28. Blue Sky’s manager left Memphis Meats on April 1, 2021.

26 29. Tandikul, who was close to her manager, did not immediately resign upon news of
27 the manager’s exit, but stayed on for another two weeks. The Company would later discover that
28 she did so, not to work with new leadership, but to steal Memphis Meats’ confidential and trade
secret information.

30. The day after her boss’s departure, on April 2, Tandikul helped another Blue Sky

1 team member enter the Company's laboratory around midnight. Tandikul used her employee
2 access card and opened the laboratory door presumably so that the other team member, who
3 resigned days later, did not have to use his badge and create a record of his late-night, clandestine
4 entry. As security camera footage shows, Tandikul then observed her colleague as he loaded boxes
5 with Company materials onto a rolling cart. Her colleague then left the property with the boxes of
6 materials.

7 31. Upon seeing the security footage of Tandikul's late-night conduct, senior leadership
8 immediately convened a call with Tandikul. Tandikul was reprimanded and told it was a very
9 serious issue to remove Company property from the lab. Senior leadership also reminded Tandikul
10 of her obligations to protect the Company's trade secrets and confidential information, and the
11 prohibitions against taking such information.

12 32. Just days later, on April 7, Tandikul sent a note to Jaci Kassmeier, Vice President,
13 People at Memphis Meats, stating she required three days' leave due to stress. At the time, Tandikul
14 was in the middle of an experiment that required daily observations for two weeks. Accordingly,
15 Tandikul's manager asked if Tandikul would return on Saturday after her three-day absence to
16 proceed with and attend to her experiment. Tandikul did not respond until Monday, April 12, when
17 she wrote that she would not be coming onsite because she was still feeling unwell. Later that day,
18 at 6:36 p.m., Tandikul informed Kassmeier that she was resigning, effective immediately. In her
19 email, Tandikul represented that she had "returned all Company property."

20 33. In subsequent communications with Memphis Meats' personnel, Tandikul
21 expressed her intent to return to Thailand in short order and to give talks and participate in scientific
22 discussions about cell-cultured meats there and across the globe.

23 34. Given the importance of Tandikul's work, her suspicious conduct in the weeks prior
24 to her departure, and her imminent plan to return to Thailand, Memphis Meats immediately engaged
25 a third-party vendor to forensically examine Tandikul's computer. While investigation continues,
26 preliminary results demonstrate that on Sunday, April 11, Tandikul began an unauthorized
27 download of thousands of Company files. She downloaded 6 GB of data, and her download
28 continued into Monday the 12th, the day Tandikul resigned.

The Materials that Tandikul Stole Contain Trade Secret Information.

1
2 35. Forensic investigation has revealed that the day before her resignation Tandikul
3 downloaded over 3,600 files from the Company computer network, including vast amounts of Blue
4 Sky research and data. The investigation further showed that, just one hour before sending in her
5 immediate resignation, Tandikul deleted thousands of documents from her work laptop. Many of
6 the deleted documents shared the same file name as the files she had downloaded the day prior,
7 strongly indicating that Tandikul exported the newly downloaded documents to another device and
8 then deleted the files from her work laptop to cover her tracks. Investigation continues into
9 additional avenues of transmission, as Tandikul operated a WeTransfer program and secured a new
10 gmail address, which includes a personal Google Drive cloud-based storage account, shortly before
11 her departure. The missing files cover the Blue Sky program, soup to nuts, in excruciating detail,
12 and also embody other crucial Memphis Meats trade secrets. For example, the missing files
13 include:

- 14
- 15 • Blue Sky business objectives, including Objectives and Key Results reports, which
16 highlight forward-looking Blue Sky project goals and contain highly sensitive
17 business and research information;
 - 18 • Documents related to tissue generation experiments, including internal PowerPoints
19 explaining experiment designs, results, and images;
 - 20 • Documents disclosing the composition of the medium in which the cells grow,
21 including operating instructions for preparing media and feeds for a specific tissue-
22 generation process;
 - 23 • Blue Sky reports and analyses reflecting its unique cultivation process [REDACTED]
24 [REDACTED]
 - 25 • Secret design documents for the construction and operation of Blue Sky's cultivator
26 device—the conditions in which Memphis Meats grows its cells—including
27 fluidics, surface tension, media composition, and nutrient stoichiometry;
 - 28 • Images depicting the results of [REDACTED]
[REDACTED]
 - Documents describing the proprietary operation steps to inject cells into the
cultivator device and images depicting various substrates;
 - Testing data relating to the cultivation process and cells isolated from unique animal

1 species, whose use in this realm is commercially unprecedented;

- 2
- 3 • Excel files and PowerPoint presentations on the results of different growth media;
 - 4 • Images of cells revealing their confluence and performance in the system;
 - 5 • Pictures and information about the outcomes of experiments and the tissues generated by certain processes;
 - 6 • Documents [REDACTED]
- 7

8 Memphis Meats' review of the information Tandikul stole is ongoing but it is already clear that she
9 both breached confidentiality provisions of her Employment Agreement and stole highly valuable
10 confidential information and trade secrets.

11 36. The processes, methods, devices, images, and data stolen derive independent
12 economic value from being kept confidential. The information would provide competitors
13 guideposts for developing new product offerings and jumpstart their development of technologies
14 for producing high-quality, cell-cultured meat. If this information were to become available to
15 competitors, Memphis Meats' market position would be fundamentally and irrevocably
16 compromised.

17 **COUNT I**

18 **Breach of Contract (Employment Agreement)**

19 37. Memphis Meats incorporates by reference all other allegations of this Complaint as
20 if fully set forth herein.

21 38. As a condition of her employment, at her employment's commencement and for
22 sufficient consideration, Tandikul signed her binding, enforceable Employment Agreement. The
23 terms of the Employment Agreement are reasonable and necessary to protect Memphis Meats'
24 goodwill and confidential and proprietary work product and trade secret information.

25 39. Memphis Meats has performed all conditions, covenants, and promises required on
26 its part to be performed in accordance with the terms and conditions of the Employment Agreement,
27 including payment of Tandikul's salary throughout the course of her employment.

28 40. Tandikul unjustifiably and inexcusably breached the Employment Agreement by

1 stealing confidential and proprietary information that she agreed was the sole, exclusive, and
2 valuable property of Memphis Meats and by using that information for her own purposes, failing
3 to cease use and return to the Company all of its proprietary information in her possession, and
4 failing to surrender data and other materials in her possession upon her departure.

5 41. Memphis Meats faces the imminent threat of irreparable harm, arising from
6 Tandikul's breach of her Employment Agreement because the information is highly sensitive and
7 provides Memphis Meats with a clear competitive advantage. Notwithstanding this need for
8 secrecy, Tandikul apparently intends to use or disclose this information in future enterprises and
9 admittedly intends to participate in scientific discussions regarding cell-cultured meats where she
10 will inevitably disclose Memphis Meats' confidential information.

11 42. These harms include a decrease in the value of Memphis Meats' confidential and
12 proprietary information and trade secrets, and in the value of Memphis Meats' business.

13 43. Memphis Meats is entitled to its costs and attorney's fees arising from Tandikul's
14 breach of her Employment Agreement.

15 COUNT II

16 **Violation of Defend Trade Secrets Act, 18 U.S.C. §§ 1836 et seq.**

17 44. Memphis Meats incorporates by reference all other allegations of this Complaint as
18 if fully set forth herein.

19 45. Memphis Meats owns certain trade secrets, including the confidential materials used
20 and developed by the Blue Sky team, and the Company's confidential information that underpinned
21 the Blue Sky team's work. This proprietary trade secret information relates to Memphis Meats'
22 business, which includes the research, development, and production of cell-cultured meats.

23 46. Memphis Meats has at all times taken reasonable measures to keep such trade secret
24 information secret and confidential. These efforts include, but are not limited to, NDAs, employee
25 agreements, company-wide policies, and consistent onboarding, offboarding, and employee
26 training protocols. Memphis Meats employs password-encrypted Company platforms with secure
27 connections and uses a variety of other data security measures. Confidential Company materials
28 are kept in designated workplaces and employees are trained in maintaining secrecy of all materials

1 and communications.

2 47. Due to these security measures, Memphis Meats' trade secrets are not available for
3 others to use through any legitimate means.

4 48. Memphis Meats' trade secrets derive independent value from not being generally
5 known to, and not being readily ascertainable through proper means by, another person who can
6 obtain economic value from the disclosure or use of the information. These secrets have provided
7 Memphis Meats with tangible advantages in the marketplace, including but not limited to first-
8 mover advantage.

9 49. Memphis Meats' trade secrets are actively being used to develop and produce
10 commercial cell-cultured meats intended for sale across the world.

11 50. In violation of Memphis Meats' rights, Tandikul stole the Company's confidential
12 and proprietary trade secret information in the improper and unlawful manner alleged herein.

13 51. Tandikul's theft of Memphis Meats' confidential and proprietary trade secret
14 information was intentional, knowing, willful, malicious, fraudulent, and oppressive.

15 52. If Tandikul is not enjoined, she will use or disclose Memphis Meats' trade secrets,
16 if indeed she has not already done so. Tandikul's conduct and timing—stealing crucial files two
17 weeks after her boss's departure, a week after helping her only remaining Blue Sky teammate, who
18 was in the process of terminating his own employment, enter the lab in the middle of the night and
19 make off with boxes of Company material, and just one day before resigning herself—poses a
20 substantial threat that she will join with her former Blue Sky teammates or other groups in or outside
21 the U.S. and immediately use the materials in competitive endeavors. Additionally, Tandikul's
22 transfer to an additional device, which occurred within days of her falsely stating she had returned
23 all company property, and her own statements regarding her plans to travel internationally and
24 discuss the technology she stole further demonstrates actual and threatened misappropriation.

25 53. As a direct and proximate result of Tandikul's conduct, Memphis Meats will likely
26 suffer severe competitive harm, irreparable injury, and significant damages, in an amount to be
27 determined at trial.

28 54. Memphis Meats seeks preliminary and permanent injunctive relief to recover and

1 protect its confidential, proprietary and trade secret information from further use or disclosure.

2 55. Tandikul's acts were willful and malicious. Memphis Meats is therefore entitled to
3 an award of exemplary damages under 18 U.S.C. § 1836(3)(C) and reasonable attorneys' fees and
4 costs under 18 U.S.C. § 1836(3)(D).

5 **COUNT III**

6 **Violation of California Uniform Trade Secrets Act, Cal. Civ. Code §§ 3426 et seq.**

7 56. Memphis Meats incorporates by reference all other allegations of this Complaint as
8 if fully set forth herein.

9 57. The thousands of files that Tandikul stole contain research and information that
10 constitutes trade secrets under the California Uniform Trade Secrets Act, Cal. Civ. Code §§ 3426
11 *et seq.* This information relating to cell-cultured meat comprises one or more formulas, patterns,
12 compilations, programs, devices, methods, techniques, and/or processes that derive independent
13 economic value, actual or potential, from not being generally known to the public or to other
14 persons who can obtain economic value from their use or disclosure.

15 58. Memphis Meats has at all times taken reasonable measures to keep such trade secret
16 information secret and confidential. These efforts include, but are not limited to, the use of
17 passwords and firewalls to protect data on its computers and servers, "need to know" operations,
18 and the use of confidentiality agreements, trainings, and protocol to require employees to maintain
19 the secrecy of Memphis Meats' confidential information. Memphis Meats does not disclose its
20 trade secrets or other proprietary or confidential information to any third parties except where
21 necessary and then only pursuant to a strict nondisclosure agreement. In this case, Tandikul had
22 access to the trade secrets as a result of her employment at Memphis Meats, and she was
23 contractually obligated to protect such information.

24 59. Tandikul knew that the computer files she stole were Memphis Meats' proprietary
25 and confidential trade secrets.

26 60. Tandikul knew and had reason to expect that her knowledge of Memphis Meats'
27 trade secrets was acquired through circumstances that gave rise to a duty to maintain their secrecy
28 and refrain from use thereof.

- 1 a. That the Court render judgment in Memphis Meats’ favor and against Tandikul on
- 2 all claims alleged in this Complaint;
- 3 b. For damages in an amount to be proven at trial;
- 4 c. For a declaration that Tandikul breached her Employment Agreement;
- 5 d. For a temporary restraining order and preliminary and permanent injunctive relief;
- 6 e. For a constructive trust over all information, patent applications, patents,
- 7 technology, products and other materials in the possession, custody, or control of
- 8 Tandikul that wrongfully constitute, contain, were based on, and/or derived in
- 9 whole or in part from the use of Memphis Meats’ confidential and proprietary
- 10 information and/or trade secrets;
- 11 f. For restitution;
- 12 g. For exemplary damages;
- 13 h. For costs of suit incurred herein;
- 14 i. For prejudgment interest;
- 15 j. For attorneys’ fees and costs; and
- 16 k. For such other and further relief as the Court may deem just and proper.

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Dated: April 27, 2021

Respectfully submitted,

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