

1 David M. Barkan (CA 160825 / barkan@fr.com)
FISH & RICHARDSON P.C.
2 500 Arguello Street, Suite 400
Redwood City, CA 94063
3 Tel: (650) 839-5070 / Fax: (650) 839-5071

4 Robert Courtney (CA 248392 / courtney@fr.com)
FISH & RICHARDSON P.C.
5 60 South Sixth St., Suite 3200
Minneapolis, MN 55402
6 Tel: (612) 335-5070

7 A. Louis Dorny (CA 212054 / ldorny@tesla.com)
TESLA, INC.
8 3000 Hanover St.
Palo Alto, CA 94304
9 Tel: (510) 298-8516

10 Paul Margulies (*pro hac application to be filed*)
pmargulies@tesla.com
11 TESLA, INC.
800 Connecticut Ave. NW
12 Washington, DC 20006
Tel: (202) 695-5388

13 Attorneys for Plaintiff, TESLA, INC.
14

15 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
16 _____ DIVISION

17 TESLA, INC.,
18 Plaintiff,
19 v.
20 MATTHEWS INTERNATIONAL
21 CORPORATION, a Pennsylvania corporation,
22 Defendant.
23

Case No.

**PLAINTIFF TESLA, INC.’S ORIGINAL
COMPLAINT FOR TRADE SECRET
MISAPPROPRIATION, BREACH OF
CONTRACT, AND UNFAIR
COMPETITION
DEMAND FOR JURY TRIAL**

24
25 Plaintiff Tesla, Inc. (“Tesla”), by way of this Original Complaint against Matthews
26 International Corporation (“Matthews”), states and alleges as follows:
27
28

1 **NATURE OF ACTION**

2 1. This is an action for Matthews’ willful and malicious misappropriation of Tesla’s
3 confidential trade secrets, as well as for unfair competition, both relating to Matthews’ misuse and
4 publication of trade secrets entrusted by Tesla to Matthews in confidence.

5 **PARTIES**

6 2. Plaintiff Tesla is a Texas company (recently redomesticated from Delaware), having
7 its principal place of business at 1 Tesla Road, Austin, Texas.

8 3. On information and belief, Defendant Matthews International Corporation is a
9 corporation organized and incorporated under the laws of the Commonwealth of Pennsylvania,
10 having its principal place of business at Two Northshore Center, Pittsburgh, Pennsylvania.

11 **JURISDICTION AND VENUE**

12 4. This Court has subject matter jurisdiction over this case because it presents claims
13 arising under federal trade secret law. 28 U.S.C. § 1331; 18 U.S.C. § 1836(c). This Court has
14 supplemental jurisdiction over the other claims presented herein because they form part of the same
15 case or controversy. 28 U.S.C. § 1367(a).

16 5. This Court also has subject matter jurisdiction over this case because the matter in
17 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and because the
18 matter in controversy is between citizens of different States in which a citizen of a foreign state is
19 an additional party. *See* 28 U.S.C. § 1332(a).

20 6. Matthews has consented in writing to the personal jurisdiction of courts in the State
21 of California, which is sufficient to confer this Court with personal jurisdiction over Matthews.
22 *SEC v. Blazon Corp.*, 609 F.2d 960, 965 (9th Cir. 1979). Exhibit A to this Original Complaint is an
23 agreement, executed by Matthews, bearing the title “Mutual Non-Disclosure Agreement.” Exhibits
24 B and C are similar agreements, also executed by Matthews. Paragraph 12 of each agreement
25 identifies courts in California as appropriate forums for disputes “arising out of or relating to” that
26 agreement and waives any challenge to jurisdiction.

27 7. Even had Matthews not consented in writing to the personal jurisdiction of courts in
28 the State of California, those courts would have personal jurisdiction over Matthews as to Tesla’s

1 claims because Matthews has committed acts within and specifically directed to the State of
2 California giving rise to those claims and has thus established minimum contacts with California
3 such that the exercise of specific personal jurisdiction would not offend traditional notions of fair
4 place and substantial justice. Matthews employees regularly traveled to California, and otherwise
5 directed communication to California, as part of their improper activities. This included, but is not
6 limited to, repeated trips to California over the last four years by Matthews' Chief Technology
7 Officer Gregory Babe, frequently accompanied by other employees of Matthews and/or its
8 subsidiaries. During those trips, Mr. Babe and other employees of Matthews and its subsidiaries
9 attended meetings with Tesla employees at which Tesla confidential trade secrets were discussed.
10 Those trips to California were instrumental in Matthews' misconduct including, but not necessarily
11 limited to, providing Matthews with access to Tesla's confidential trade secrets, as well as giving
12 Matthews opportunities to compound the harm to Tesla by attempting to conceal its
13 misappropriation of those secrets from Tesla. Additional to those trips, employees of Matthews
14 regularly directed communications to Tesla in California, including by both email and
15 videoconference. Those communications were also instrumental to Matthews misconduct
16 including, but not necessarily limited to, providing Matthews with access to Tesla's confidential
17 trade secrets, as well as giving Matthews opportunities to compound the harm to Tesla by
18 attempting to conceal its misappropriation of those secrets

19 8. Matthews has consented in writing to venue in this District, which is sufficient to
20 establish that venue is proper in this District. *Docksider, Ltd. v. Sea Tech., Ltd.*, 875 F.2d 762, 764
21 (9th Cir. 1989). Paragraph 12 of Exhibit A identifies this Court as an appropriate venue for disputes
22 "arising out of or relating to" that agreement and waives any challenge to venue.

23 9. Even had Matthews not consented in writing to venue in this District, venue would
24 be proper in this District under 28 U.S.C. § 1391. Upon information and belief, Matthews' contacts
25 with the Northern District of California would be sufficient to subject it to personal jurisdiction if
26 that District were a separate State. Said contacts include Matthews' numerous trips,
27 communications, and other contacts directed to California, each of which was specifically directed
28 to Tesla's operations in California.

1 **DIVISIONAL ASSIGNMENT**

2 10. Pursuant to Civil Local Rule 3-6(b), the undersigned notes that Paragraph 12 of
3 Exhibit A identifies courts in Santa Clara County as appropriate venues for judicial actions “arising
4 out of or relating to” that agreement, supporting assignment to this Court’s San Jose Division.

5 **FACTUAL BACKGROUND**

6 11. Tesla is the world’s innovation and manufacturing leader for sustainable energy
7 production, storage, and automotive technologies. From its roots in California, Tesla employs over
8 100,000 employees globally. This case relates to a technology at the very heart of Tesla’s business
9 which is its world-leading battery technology. Specifically, this case concerns unauthorized theft
10 and conversion by Matthews, a Tesla supplier, of Tesla’s proprietary dry-electrode battery
11 manufacturing technology.

12 12. Tesla’s dry-electrode battery manufacturing technology is one of its most path-
13 breaking innovations.¹ It is already reducing cost, energy consumption, and production cycle time
14 for Tesla’s assembly lines. This includes Tesla’s factory in Austin, which recently manufactured its
15 *fifty millionth* battery cell using dry-electrode manufacturing technology.

16 13. Like any large manufacturer, Tesla relies on trusted suppliers to supply “pilot” (i.e.,
17 pre-mass-production) and assembly line machinery that Tesla deploys as needed. Matthews is one
18 of those suppliers. In 2019, Tesla selected Matthews to be one of its suppliers for equipment that
19 Tesla used to refine its dry-electrode battery manufacturing and to put it into mass-production.

20 14. As a trusted supplier, Matthews had access to Tesla’s most confidential secrets
21 regarding Tesla’s proprietary dry-electrode manufacturing process. Matthews agreed, in writing,
22 that it would hold those secrets in the strictest confidence, and on that basis Tesla trusted Matthews
23 with highly confidential designs of industrial machinery necessary to Tesla’s proprietary
24 manufacturing process.

25 15. However, Matthews betrayed that trust. Without Tesla’s knowledge, Matthews
26 applied Tesla’s confidential trade secrets to a variety of impermissible purposes, and in so doing

27 _____
28 ¹ *E.g., Tesla 4680 battery’s secret sauce; Dry electrode coating*, Reuters.com (Mar. 10, 2023),
<https://www.reuters.com/technology/tesla-4680-batterys-secret-sauce-dry-electrode-coating-2023-03-10/>.

1 visited extraordinary harm on Tesla. First, Matthews improperly incorporated Tesla's confidential
2 trade secrets into patent filings. By so doing, Matthews unambiguously attempted to claim for itself
3 both ownership and inventorship of Tesla's confidential trade secrets. Still further, by filing these
4 applications Matthews set into motion events that could lead (and in some cases have already led) to
5 **publication** of certain Tesla confidential information regarding the dry-electrode manufacturing
6 process. Matthews never sought Tesla's permission to file these applications, nor even disclosed
7 their existence until Tesla discovered the applications on its own by finding Tesla-proprietary
8 secrets in **published patent applications** submitted by Matthews. Since discovering Matthews'
9 improper conduct, Tesla has been working to block and/or delay publication of affected
10 applications, and only a subset of Tesla's confidential information regarding dry-electrode
11 manufacturing has published thus far. Regardless, the result of Matthews' improper conduct has
12 been both to deny Tesla patent rights to its own technology and, just as troubling, to share with the
13 public, including Tesla's competitors, high-value technology that would not otherwise have been
14 accessible, leading to direct and serious harm to Tesla and its business.

15 16. Second, Matthews disclosed Tesla's confidential trade secrets to other companies,
16 including Tesla competitors. This included Matthews attempting to sell and, in some cases, actually
17 selling equipment for dry-electrode battery manufacturing to Tesla competitors, where said
18 equipment embodied Tesla's confidential trade secrets. Such acts were improper because Tesla
19 never authorized, and in fact expressly proscribed, the sale or use of its confidential technology to
20 or for anyone other than itself. Similarly, Tesla never authorized, and in fact expressly proscribed,
21 any inspection or demonstration of any equipment or machines embodying Tesla trade secrets by or
22 to any Tesla competitor. As a result, certain of Tesla's high-value confidential technology for dry-
23 electrode manufacturing has been conveyed, or is imminently about to be conveyed by Matthews,
24 without authorization to Tesla's direct competitors, resulting in direct and serious harm to Tesla and
25 its business.

26 ///

27 ///

28 ///

1 26. Matthews has misappropriated and has threatened to misappropriate Tesla’s trade
2 secrets improperly, and has wrongfully used or will wrongfully use such trade secrets to Matthews’
3 material benefit, to the direct and material detriment of Tesla. Such misappropriation was both
4 knowing and willful. Specifically, Matthews has improperly filed patent applications incorporating
5 Tesla’s trade secrets without Tesla’s express or implied consent, and specifically contradicting its
6 duty to maintain the secrecy of those trade secrets, and to limit use thereof.

7 27. Tesla has suffered, and will continue to suffer, irreparable harm in lost business
8 opportunities and in having its internal confidential and trade secret information incorporated into
9 patent applications by Matthews, thus purporting to give Matthews ownership of technology that
10 should belong wholly to Tesla. Tesla has also suffered, and will continue to suffer irreparable harm
11 in lost business opportunities and in having its internal confidential and trade secrets made
12 available, or proposed to be made available, to Tesla’s direct competitors.

13 28. Matthews’ violations of the DTSA relating to its filing of improper patent
14 applications pose an ongoing and imminent threat of irreparable harm to Tesla, including
15 diminution of value of its trade secrets, lost profits, diminution of Tesla’s business value, and unfair
16 diminishment of its competitive advantage.

17 29. Unless Matthews is enjoined from continuing its unlawful actions, Tesla will suffer
18 immediate and irreparable harm. It also comprises monetary damages in an amount far exceeding
19 \$75,000, which Tesla conservatively estimates will exceed \$1 billion.

20 **COUNT II—TRADE SECRET MISAPPROPRIATION**
21 **VIA IMPROPER PATENT APPLICATIONS (Cal. Civ. Code § 3426 *et seq.*)**

22 30. Tesla realleges and incorporates by reference the foregoing paragraphs as if fully set
23 forth herein.

24 31. California’s Uniform Trade Secrets Act (“CUTSA,” Cal. Civ. Code § 3426 *et seq.*)
25 prohibits the threatened or actual misappropriation of trade secrets.

26 32. Tesla has developed and preserved certain confidential and proprietary information
27 that constitutes one or more trade secrets, as that term is applied in CUTSA litigation.

28

1 33. Tesla’s protectable trade secrets include, but are not limited to, confidential details
2 relating to industrial processes for “dry-electrode” battery manufacture.

3 34. Those trade secrets relate to products or services used or intended for use in
4 interstate commerce including, but not limited to, electric vehicle (“EV”) batteries.

5 35. Tesla has taken efforts that are reasonable under the circumstances to keep secret and
6 prevent disclosure of its trade secrets and other confidential and proprietary information, including
7 requiring that its suppliers who may have access to such information sign confidentiality
8 agreements.

9 36. Tesla’s trade secret information is not generally known to individuals or entities
10 outside of Tesla and those companies and/or individuals who have committed to maintaining the
11 secrecy of such information, and that information derives independent economic value from not
12 being generally known to the public or to other persons who could obtain economic value from its
13 disclosure or use.

14 37. During its work with Tesla, Matthews was given access to, and acquired knowledge
15 of, Tesla’s trade secrets for the exclusive purpose of collaborating with Tesla and for the exclusive
16 benefit of Tesla.

17 38. Matthews had an express duty to maintain the secrecy of those trade secrets, and to
18 limit the use thereof. It also knew, or had reason to know, that Tesla intended and expected that the
19 secrecy of its trade secrets would be maintained and strictly observed.

20 39. Matthews has misappropriated and has threatened to misappropriate Tesla’s trade
21 secrets improperly, and has wrongfully used or will wrongfully use such trade secrets to Matthews’
22 material benefit, to the direct and material detriment of Tesla. Such misappropriation was both
23 knowing and willful. Specifically, Matthews has improperly filed patent applications incorporating
24 Tesla’s trade secrets without Tesla’s express or implied consent, and specifically contradicting duty
25 to maintain the secrecy of those trade secrets, and to limit use thereof.

26 40. Tesla has suffered, and will continue to suffer, irreparable harm in lost business
27 opportunities and in having its internal confidential and trade secret information incorporated into
28 patent applications by Matthews, thus purporting to give Matthews ownership of technology that

1 should belong wholly to Tesla. Tesla has also suffered, and will continue to suffer irreparable harm
2 in lost business opportunities and in having its internal confidential and trade secrets made
3 available, or proposed to be made available, to Tesla’s direct competitors.

4 41. Matthews’ violations of the CUTSA pose an ongoing and imminent threat of
5 irreparable harm to Tesla, including diminution of value of its trade secrets, lost profits, diminution
6 of Tesla’s business value, and unfair diminishment of its competitive advantage.

7 42. Unless Matthews is enjoined from continuing its unlawful actions, Tesla will suffer
8 immediate and irreparable harm. It also comprises monetary damages in an amount far exceeding
9 \$75,000, which Tesla conservatively estimates will exceed \$1 billion.

10 **COUNT III—TRADE SECRET MISAPPROPRIATION**
11 **VIA IMPROPER BUSINESS ACTIVITIES (18 U.S.C. § 1836 *et seq.*)**

12 43. Tesla realleges and incorporates by reference the foregoing paragraphs as if fully set
13 forth herein.

14 44. The Defend Trade Secrets Act (“DTSA,” 18 U.S.C. § 1836 *et seq.*) prohibits the
15 threatened or actual misappropriation of trade secrets that are related to a product or service used or
16 intended for use in interstate commerce.

17 45. Tesla has developed and preserved certain confidential and proprietary information
18 that constitutes one or more trade secrets, as that term is applied in DTSA litigation.

19 46. Tesla’s protectable trade secrets include, but are not limited to, confidential details
20 relating to industrial processes for “dry-electrode” battery manufacture.

21 47. Those trade secrets relate to products or services used or intended for use in
22 interstate commerce including, but not limited to, electric vehicle (“EV”) batteries used in interstate
23 commerce.

24 48. Tesla has taken reasonable measures to keep secret and prevent disclosure of its trade
25 secrets and other confidential and proprietary information, including requiring that its suppliers who
26 may have access to such information sign confidentiality agreements.

27 49. Tesla’s trade secret information is not generally known to individuals or entities
28 outside of Tesla and those companies and/or individuals who have committed to maintaining the

1 secrecy of such information, and that information derives independent economic value from not
2 being generally known to or reasonably ascertainable by another person who could obtain such
3 economic value from its disclosure or use.

4 50. During its work with Tesla, Matthews was given access to, and acquired knowledge
5 of, Tesla's trade secrets for the exclusive purpose of collaborating with Tesla and for the exclusive
6 benefit of Tesla.

7 51. Matthews had an express duty to maintain the secrecy of those trade secrets, and to
8 limit the use thereof. It also knew, or had reason to know, that Tesla intended and expected that the
9 secrecy of its trade secrets would be maintained and strictly observed.

10 52. Matthews has misappropriated and has threatened to misappropriate Tesla's trade
11 secrets improperly, and has wrongfully used or will wrongfully use such trade secrets to Matthews'
12 material benefit, to the direct and material detriment of Tesla. Such misappropriation was both
13 knowing and willful. Specifically, Matthews sold, attempted to sell, and/or demonstrated to
14 companies other than Tesla machines and other technologies embodying Tesla's trade secrets
15 without Tesla's express or implied consent, and specifically contradicting its duty to maintain the
16 secrecy of those trade secrets, and to limit use thereof.

17 53. Tesla has suffered, and will continue to suffer, irreparable harm in lost business
18 opportunities and in having its internal confidential and trade secret information made available, or
19 proposed to be made available, to Tesla's direct competitors.

20 54. Matthews' violations of the DTSA relating to its disclosure of Tesla's trade secrets,
21 including but not necessarily limited to its improper sale of machines/equipment embodying Tesla
22 trade secrets, pose an ongoing and imminent threat of irreparable harm to Tesla, including
23 diminution of value of its trade secrets, lost profits, diminution of Tesla's business value, and unfair
24 diminishment of its competitive advantage.

25 55. Unless Matthews is enjoined from continuing its unlawful actions, Tesla will suffer
26 immediate and irreparable harm. It also comprises monetary damages in an amount far exceeding
27 \$75,000, which Tesla conservatively estimates will exceed \$1 billion.

28

**COUNT IV—TRADE SECRET MISAPPROPRIATION
VIA IMPROPER BUSINESS ACTIVITIES (Cal. Civ. Code § 3426 *et seq.*)**

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

56. Tesla realleges and incorporates by reference the foregoing paragraphs as if fully set forth herein.

57. The California Uniform Trade Secrets Act (“CUTSA,” Cal. Civ. Code § 3426 *et seq.*) prohibits the threatened or actual misappropriation of trade secrets.

58. Tesla has developed and preserved certain confidential and proprietary information that constitutes one or more trade secrets, as that term is applied in CUTSA litigation.

59. Tesla’s protectable trade secrets include, but are not limited to, confidential details relating to industrial processes for “dry-electrode” battery manufacture.

60. Those trade secrets relate to products or services used or intended for use in interstate commerce including, but not limited to, electric vehicle (“EV”) batteries.

61. Tesla has taken efforts that are reasonable under the circumstances to keep secret and prevent disclosure of its trade secrets and other confidential and proprietary information, including requiring that its suppliers who may have access to such information sign confidentiality agreements.

62. Tesla’s trade secret information is not generally known to individuals or entities outside of Tesla and those companies and/or individuals who have committed to maintaining the secrecy of such information, and that information derives independent economic value from not being generally known to the public or to other persons who could obtain economic value from its disclosure or use.

63. During its work with Tesla, Matthews was given access to, and acquired knowledge of, Tesla’s trade secrets for the exclusive purpose of collaborating with Tesla and for the exclusive benefit of Tesla.

64. Matthews had an express duty to maintain the secrecy of those trade secrets, and to limit the use thereof. It also knew, or had reason to know, that Tesla intended and expected that the secrecy of its trade secrets would be maintained and strictly observed.

1 Tesla's confidential trade secrets to other companies, including Tesla competitors. This includes
2 Matthews attempting to sell and/or selling equipment for dry-electrode battery manufacturing to
3 Tesla competitors, where said equipment embodied Tesla's confidential trade secrets. No later than
4 November 10, 2023, Tesla demanded that Matthews cease such acts and resume compliance with its
5 contractual obligations. Matthews refused and continues to refuse to comply with the NDAs.

6 72. Matthews' improper acts have visited, and may imminently visit, substantial harm
7 upon Tesla. That harm comprises immediate, irreparable harms to Tesla. It also comprises
8 monetary damages in an amount far exceeding \$75,000, which Tesla conservatively estimates will
9 exceed \$1 billion.

10 **COUNT VII—UNFAIR BUSINESS PRACTICES (Cal. Bus. & Prof. Code § 17200)**

11 73. Tesla realleges and incorporates by reference the foregoing paragraphs as if fully set
12 forth herein.

13 74. Unfair business practices include any unfair, unlawful, or fraudulent business act or
14 practice. Matthews' misconduct, including both its improper filing of patent applications
15 containing Tesla's proprietary and confidential information and its sales, attempts to sell, and/or
16 demonstrations to others of machines embodying Tesla's proprietary and confidential information,
17 are unfair business practices because they are unlawful, unfair, and/or fraudulent business acts. By
18 and through those unfair, unlawful, and/or fraudulent business practices, Matthews has obtained
19 valuable recompense, and has deprived Tesla of valuable rights and benefits guaranteed by law, all
20 to Tesla's detriment. As a direct and proximate result of those acts and practices, Matthews has
21 received, or will receive, income, profits, and other benefits associated with those practices that it
22 would not have received if it had not engaged in the violations of the law described herein.

23 Matthews has also obtained an unfair advantage over similar businesses that have not engaged in
24 such practices.

25 75. A substantial part of Matthews' misconduct occurred in the State of California. This
26 includes, but is not limited to, Matthews' representations (both before and after the improper
27 conduct described herein) that it would comply with its confidentiality obligations to Tesla, as well
28 as Tesla's demonstration to Matthews of the confidential information and proprietary information

1 that Matthews misappropriated. Further, the injuries visited on Tesla by Matthews’ unfair and
2 improper conduct occurred in California, which is the location of Tesla’s research and development
3 for dry-electrode battery technology.

4 76. Matthews conducts business in California, including but not limited to its business
5 with Tesla. Additionally, Matthews specifically directed visits and correspondence relating its
6 misconduct to California.

7 77. Matthews’ improper acts have visited, and may imminently visit, substantial harm
8 upon Tesla. That harm comprises immediate, irreparable harms to Tesla. It also comprises
9 monetary damages in an amount far exceeding \$75,000, which Tesla conservatively estimates will
10 exceed \$1 billion.

11 **PRAYER AND RELIEF**

12 WHEREFORE, Tesla respectfully requests that this Court enter:

13 (a) A judgment in favor of Tesla that Matthews has misappropriated Tesla’s
14 trade secrets in connection with Matthews’ improper filing of patent applications incorporating
15 Tesla’s confidential and proprietary technology;

16 (b) A judgment in favor of Tesla that Matthews has also misappropriated Tesla’s
17 trade secrets in connection with Matthews’ sale, offers to sell, and/or demonstrations to others of
18 machines embodying Tesla’s confidential and proprietary technology;

19 (c) A judgment in favor of Tesla that Matthews has breached its contractual
20 obligations to Tesla;

21 (d) A judgment in favor of Tesla that Matthews has engaged in unfair business
22 practice proscribed by California law;

23 (e) During the pendency of this action, a preliminary injunction ordering
24 Matthews and all those acting in concert with it to cease all sales, offers to sell, and/or
25 demonstrations to others of machines embodying any of Tesla’s confidential and proprietary
26 technology;

27 (f) During the pendency of this action, a preliminary injunction ordering
28 Matthews to transfer ownership of all patent applications incorporating any of Tesla’s confidential

1 and proprietary technology, and to otherwise take any and all steps necessary to prevent further
2 publication of any of Tesla’s confidential and proprietary technology;

3 (g) On a final hearing, a permanent injunction ordering Matthews and all those
4 acting in concert with it to cease all sales, offers to sell, and/or demonstrations to others of machines
5 embodying any of Tesla’s confidential and proprietary technology;

6 (h) On a final hearing, a permanent injunction ordering Matthews to transfer
7 ownership of all patent applications incorporating any of Tesla’s confidential and proprietary
8 technology, and to otherwise take any and all steps necessary to prevent further publication of any
9 of Tesla’s confidential and proprietary technology;

10 (i) An order requiring Matthews to pay Tesla its damages, costs, expenses, and
11 pre-judgment and post-judgment interest for Matthews’ improper acts;

12 (j) An order requiring Matthews to disgorge any and all unjust enrichment;

13 (k) A judgment in favor of Tesla that Matthews misconduct has been knowing,
14 willful, and malicious, and appropriately enhancing any damages award; and

15 (l) Any and all other relief as the Court may deem appropriate and just under the
16 circumstances.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of
19 any issues so triable by right.

20
21 Dated: June 14, 2024

FISH & RICHARDSON P.C.

22
23 By: /s/ David M. Barkan
David M. Barkan

24 Attorney for Plaintiff,
25 TESLA, INC.