

EXHIBIT A

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15 ELI ATTIA AND ELI ATTIA ARCHITECT PC

16 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF SANTA CLARA

18 UNLIMITED JURISDICTION

19 Eli Attia and Eli Attia Architect PC,

20 Plaintiffs,

21 v.

22 Google, Inc., Flux Factory, Inc., Larry Page,
Sergey Brin, Sebastian Thrun, Eric "Astro"
23 Teller, Michelle Kaufmann, Jennifer Carlile,
Augusto Roman, Nicholas Chim, and DOES
24 1-100,

25 Defendants.

Case No. 1:14-cv-274103

FOURTH AMENDED COMPLAINT

1. **MISAPPROPRIATION OF TRADE SECRETS**
2. **BREACH OF CONTRACT (ISA/SOW)**
3. **DECLARATORY RELIEF**
4. **RACKETEERING (18 U.S.C. §§ 1961, *ET SEQ.*)**

1 Plaintiffs Eli Attia (“Mr. Attia”) and Eli Attia Architect PC (“Attia PC”) (collectively,
2 “Plaintiffs”) file this Fourth Amended Complaint against Defendants Google, Inc., Flux Factory,
3 Inc., Larry Page, Sergey Brin, Sebastian Thrun, Eric “Astro” Teller, Michelle Kaufmann, Jennifer
4 Carlile, Augusto Roman, Nicholas Chim, and DOES 1-100 (collectively, the “Google Defendants”
5 or “Individual Google Defendants”, as appropriate):

6 I. INTRODUCTION

7 1. Eli Attia is one of the world’s leading and most innovative architects. Mr. Attia
8 has spent the last 50 years creating a game-changing new technology that can fundamentally
9 change the way buildings are created. He has named this revolutionary technology “Engineered
10 Architecture” or “EA.” Mr. Attia’s EA proprietary technology enables the creation of buildings
11 of all types and sizes, that are more sustainable and of better quality, in substantially less time
12 and at a greatly reduced cost compared to what is currently possible.

13 2. Defendant Google, Inc. (“Google”), through its secretive research arm Google X,
14 stole and exploited for its own benefit Mr. Attia’s trade secrets and other proprietary information
15 regarding the revolutionary Engineered Architecture process. In 2010, Google learned about
16 Mr. Attia’s Engineered Architecture concept and recognized the enormous value inherent in it.
17 A senior Google executive approached Mr. Attia about working with Google to develop the
18 technology. Google induced Mr. Attia to describe to Google personnel his trade secrets and
19 valuable know-how regarding the Engineered Architecture technology by agreeing to a non-
20 disclosure agreement. Google, after deciding that Mr. Attia’s Engineered Architecture
21 proprietary technology had substantial potential, agreed to engage Mr. Attia for a period of
22 months during which Google would provide to him the software engineers and the resources he
23 needed to prove the technology’s viability and the industry’s likelihood of acceptance of the
24 technology. In exchange, Mr. Attia agreed to consult with Google personnel and share further
25 details regarding his proprietary Engineered Architecture technology for limited purpose of
26 validating the viability of his invention. Based out of Google’s secretive Google X development
27 lab, this project became known as “Project Genie.”

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1 3. Mr. Attia then worked with Google on Project Genie to educate Google about his
2 proprietary ideas and techniques so they could develop a working proof of concept of his
3 Engineered Architecture technology, and introduced Google to industry leaders so Google could
4 gauge the industry's acceptance of the technology. Google promised Mr. Attia that, if Google
5 determined that proof of the concept of Engineered Architecture was successful, Google would
6 compensate Mr. Attia for its use of Mr. Attia's trade secrets and other proprietary technology,
7 and would negotiate a new agreement with Mr. Attia for him to continue to provide consulting
8 services for the development of Project Genie.

9 4. Then, making a mockery of its professed "Don't be evil" code of conduct,
10 Google reneged on its promises to Mr. Attia and stole his Engineered Architecture trade secrets
11 and other proprietary technology. The Google Defendants pumped Mr. Attia for his trade
12 secrets and other proprietary technology regarding the Engineered Architecture technology and
13 then, after validating the viability of the technology, they squeezed Mr. Attia out of the project
14 that Google acknowledged he inspired. The Google Defendants then proceeded to develop and
15 exploit Mr. Attia's trade secrets and other proprietary technology for their own benefit, picking
16 for themselves the fruit of Mr. Attia's life work.

17 5. Google, realizing that the trade secrets and proprietary information they had taken
18 from Mr. Attia were sure to yield unprecedented results, decided that Project Genie could be
19 successful enough to operate as its own company. Google prepared an Executive Summary of
20 its positive assessment of the Engineering Architecture technology stating that Google could
21 build a business that would yield \$120 billion a year and distributed the document to induce the
22 world's largest venture capital firms to invest at least 39.3 million dollars of investment capital
23 in the commercialization of the Engineering Architecture technology. These venture capital
24 investors included Borealis Ventures, Andreessen Horowitz, Obvious Ventures, South Park
25 Ventures, Far East Ventures, Sj, DFJ and Google Ventures. Google spun-off Project Genie into
26 a new company initially called Vannevar Technology and then renamed Flux Factory, Inc. Flux
27 Factory was co-founded and is operated by former Project Genie team members Astro Teller,
28 Nicholas Chim, Michelle Kaufmann, Jennifer Carlile, and Augusto Roman, with whom Mr.

1 Attia had entrusted his valuable Engineered Architecture trade secrets and proprietary
2 information. Defendant Teller now sits as chairman of the board of Flux Factory. Flux Factory
3 currently sells the Flux Metro Austin Preview service on its website, embodying features of the
4 Engineered Architecture technology, thereby profiting from Mr. Attia's trade secrets and
5 proprietary information and Google's betrayal of his trust. Flux Factory is now reported to have
6 at least 800 employees and has been growing rapidly.

7 6. The Google Defendants callously consumed years of Mr. Attia's life, preventing
8 him from developing the Engineered Architecture technology on his own or with others. In the
9 process, the Google Defendants have undermined Mr. Attia's goal of providing humanity with
10 the efficient, sustainable structural design technology it urgently needs. Google's scheme to
11 misappropriate and exploit Mr. Attia's trade secrets and other proprietary technology was
12 implemented and approved by those serving at Google's highest echelons, including Google's
13 founders Larry Page and Sergey Brin.

14 7. Plaintiffs bring this action against the Google Defendants to seek redress for their
15 misappropriation of Mr. Attia's life's work.

16 **II. PARTIES, JURISDICTION, AND VENUE**

17 8. Plaintiff Eli Attia is an individual who resides in Cold Springs, New York.

18 9. Plaintiff Eli Attia Architect PC is a California Professional Corporation with its
19 principal place of business located at 927 Industrial Avenue, Palo Alto, CA, 94303. Eli Attia is
20 the majority owner and principal of Eli Attia Architect PC.

21 10. Defendant Google, Inc. ("Google") is a corporation organized under the laws of
22 the State of Delaware with its principal place of business at 1600 Amphitheatre Parkway,
23 Mountain View, California 94043.

24 11. Defendant Flux Factory, Inc. ("Flux" or "Flux Factory") is a corporation
25 organized under the laws of the State of Delaware with its principal place of business at 15456
26 Ventura Boulevard, Suite 500, Sherman Oaks, California 91403.

27 12. Defendant Larry Page is an individual and an executive, agent, and representative
28 of Google. Larry Page has been served and made an appearance in this action.

1 13. Defendant Sebastian Thrun is an individual and an executive, agent, and
2 representative of Google. Sebastian Thrun has been served and made an appearance in this
3 action.

4 14. Defendant Sergey Brin is an individual and an executive, agent, and
5 representative of Google. Sergey Brin has been served and made an appearance in this action.

6 15. Eric “Astro” Teller is an individual and an executive, agent, and representative of
7 Google and an executive, agent, and representative of Flux Factory. Eric “Astro” Teller has
8 been served and made an appearance in this action.

9 16. Defendant Nicholas Chim is an individual and is or was an executive, agent, and
10 representative of Google. Chim is also an executive, agent, and representative of Flux Factory.
11 Plaintiffs do not know where Nicholas Chim has been served and made an appearance in this
12 action.

13 17. Defendant Michelle Kaufmann is an individual and is or was an executive, agent
14 and representative of Google. Kaufmann is also an executive, agent, and representative of Flux
15 Factory. Michelle Kaufmann has been served and made an appearance in this action.

16 18. Defendant Jennifer Carlile is an individual and was or is an executive, agent, and
17 representative of Google. Carlile is also an executive, agent, and representative of Flux Factory.
18 Jennifer Carlile has been served and made an appearance in this action.

19 19. Defendant Augusto Roman is an individual and is or was an executive, agent, and
20 representative of Google. Roman is also an executive, agent, and representative of Flux Factory.
21 Augusto Roman has been served and made an appearance in this action.

22 20. Does 1-100 are individuals or entities that were responsible in whole or in part
23 for the matters alleged in this complaint, and whose identities are currently unknown to Mr.
24 Attia.

25 21. Because the obligations and liabilities resulting from Defendants’ unlawful and
26 improper acts arose in the County of Santa Clara, venue in this Court is proper under California
27 Code of Civil Procedure Section 395.5.

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1 **III. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 **1. Attia’s Development of the Engineered Architecture Technology**

3 22. For more than four decades Mr. Attia has established his reputation as one of
4 America’s leading and most innovative architects. His award-winning skyscrapers, from New
5 York’s 101 Park Avenue to San Francisco’s 101 California Street, to the Crystal Cathedral have
6 proved to be both commercially and aesthetically successful.

7 23. During the course of his professional work, Mr. Attia isolated the “DNA” of all
8 buildings and invented a revolutionary set of technologies that apply to their design and
9 construction, with particular application for tall and large buildings. He termed certain of his
10 technologies “Engineered Architecture.” Among other things, Engineered Architecture employs
11 a method of utilizing intelligent “cells” and “supercells” that represent basic building blocks of
12 architectural design to create buildings dramatically better, faster, with fewer resources, and with
13 less energy and environmental impact than conventional methods. This technology enables the
14 creation of buildings of limitless types and sizes, buildings that are environmentally sustainable
15 and of better quality, in substantially less time and at a greatly reduced cost than ever before
16 possible.

17 24. In 2009, Mr. Attia began searching for a partner to help him achieve broad
18 adoption of his techniques within the construction industry. Recognizing the value of his
19 proprietary technology, Mr. Attia did not discuss the details of Engineered Architecture with
20 third parties outside of the context of expressly confidential business communications.

21 **2. Defendants Induced Mr. Attia to Share His Proprietary Information**
22 **and Know-How Under a Non-Disclosure Agreement and an Inbound**
23 **Services Agreement**

24 25. At about the same time Mr. Attia began searching for a partner to develop his
25 Engineered Architecture technology, Defendants Brin and Page conceived of what was to
26 become Google X – a secretive research and development facility at Google. In particular,
27 around 2009, Brin and Page conceived of a position at Google called Director of Other. This
28 person would oversee ideas far from Google’s core search business. This notion evolved into
Google X around 2010, when Defendant Sebastian Thrun formed the unit and began to run it.

1 Thrun chose Defendant Astro (Eric) Teller, a Google computer engineer, as one of his co-
2 directors. Page remained the ultimate head of Google X until he was appointed Google CEO
3 and Brin took over ultimate responsibility of Google X. Later Teller assumed day-to-day
4 responsibilities at Google X from Thrun.

5 26. Thrun and Teller learned about Attia's Engineered Architecture concept in the
6 summer of 2010 and recognized the substantial value inherent in the invention. On or about July
7 25, 2010, Teller approached Mr. Attia stating that he heard that Mr. Attia had "an idea to change
8 the world" and claimed that he wanted to discuss Google partnering with Mr. Attia to develop
9 his invention. After Mr. Attia provided Teller and Thrun a general overview of his Engineered
10 Architecture concept, Google became even more interested in the technology.

11 27. To induce Mr. Attia to divulge to Google his trade secrets and other proprietary
12 information regarding Engineered Architecture, Google agreed to enter into a non-disclosure
13 agreement. On or about August 8, 2010, Google and Mr. Attia executed a Non-Disclosure
14 Agreement ("NDA") attached as Exhibit 1. Under the NDA, Google was permitted to use
15 confidential information received from Mr. Attia only "to facilitate technical discussions
16 concerning existing or future product development efforts by the parties." The NDA provides
17 that it expires five years from disclosure unless the parties agree otherwise in writing.

18 28. As part of Google's plan to learn as much as it could about Mr. Attia's
19 Engineered Architecture proprietary technology, Google persuaded Mr. Attia and his family to
20 relocate to Palo Alto in late 2010, so that he and Google personnel could work directly together
21 at Google's Mountain View headquarters.

22 29. In August 2010, Mr. Attia presented his Engineered Architecture technology to a
23 group of approximately 30 Google executives, including Page, Thrun and Teller at Google's
24 headquarters in Mountain View, California. Defendant Page had an extensive discussion with
25 Mr. Attia after the presentation about his technology and the building and construction industry
26 – a subject about which Google knew very little. Mr. Attia later answered several detailed
27 written questions from Google executives, including Page and Thrun, about the details of
28 Engineered Architecture. Brin also was actively involved in the process of extracting as much

1 information as possible from Mr. Attia about the Engineered Architecture technology. On
2 information and belief, all of the Google executives who were present during Mr. Attia's
3 presentation were aware of the NDA and of the fact that Mr. Attia was revealing his trade secrets
4 and other proprietary information in confidence.

5 30. In September 2010, Page and Brin authorized Google X to proceed with
6 development of a software system implementing the Engineered Architecture technology.
7 Google and Mr. Attia began to negotiate an arrangement pursuant to which Google would agree
8 to engage Mr. Attia for a period of months during which Google would provide to him the
9 software engineers and the resources he needed to prove the technology's viability and the
10 industry's acceptance of it. In exchange, Mr. Attia would share, for a limited time and for the
11 limited purpose of validating his invention, his trade secrets and other proprietary technology to
12 help Google develop his invention by essentially helping Google build a software system
13 capable of implementing the Engineered Architecture technology. This project became known
14 as "Project Genie." Project Genie was one of the first projects undertaken by the Google X
15 team. Mr. Attia agreed to share with Google his trade secrets and other proprietary information
16 on the condition that, if the proof of concept program were successful and any of Mr. Attia's
17 trade secrets or proprietary information were used to develop the Genie project, Google would
18 reasonably compensate Mr. Attia for the use of his property.

19 31. For example, on September 28, 2010, Teller sent Mr. Attia an e-mail setting forth
20 an outline of objectives, considerations and budget for Phase one of the Genie project. Teller
21 enticed Mr. Attia about the substantial financial rewards he could receive from Google by telling
22 him that if Google "went into the full scale version" of the project "I can tell you with
23 confidence that you would find the compensation more than fair," and that "the \$15K/month"
24 Mr. Attia would receive during Phase One "is not what I consider fair in the long run for you."
25 Teller uttered these enticements to Mr. Attia as part of his and Google's scheme to
26 misappropriate Mr. Attia's trade secrets and abscond with his intellectual property without
27 compensation.

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1 32. This is exemplified by Teller’s false representation to Mr. Attia on October 15,
2 2010, that the contractual arrangement between Google and Mr. Attia for Phase One of the
3 Genie Project would include the confidentiality provisions of the NDA. In early October 2010
4 Google sent Mr. Attia drafts of two proposed agreements – one entitled “Inbound Services
5 Agreement” and the other entitled “Statement of Work.” Mr. Attia pointed out to Teller that the
6 draft of the ISA provided that he was obligated to keep Google information confidential but he
7 wanted a reciprocal provision obligating Google to keep his information confidential. Teller
8 told Mr. Attia that the ISA did not need to include such a provision because it “is already
9 covered by the mutual NDA you signed.” After Google wrongfully disclosed and
10 misappropriated Mr. Attia’s trade secrets, Google took the position that the ISA superseded the
11 NDA and that the NDA was no longer in effect. This is but one example of Google’s and
12 Teller’s bad faith intention to misappropriate Mr. Attia’s trade secrets and other proprietary
13 information.

14 33. The parties continued to negotiate the terms of the ISA and SOW throughout
15 October, November and December. During this period, the parties exchanged several drafts of
16 the SOW. Each draft of the SOW contained an “Exhibit A” which was entitled “Pre-existing
17 Property” listing a variety of materials described as property owned by Mr. Attia prior to
18 entering into any arrangement with Google to develop Project Genie. By January 6, 2011, the
19 parties had worked out all of the terms governing the parties’ duties and obligations relating to
20 carrying out Phase One of Project Genie. Mr. Attia and his wife finalized their plans to move to
21 Mountain View, California, near Google’s headquarters, to work with Google on Project Genie.

22 34. The only contract language the parties continued to negotiate was the language
23 describing the background and circumstances leading up to Google’s decision to proceed with
24 Project Genie. Through January 10, 2011, the parties continued to exchange drafts of the ISA
25 and the SOW. Each of the drafts continued to contain an Exhibit A entitled “Pre-existing
26 Property” listing materials owned by Mr. Attia prior to entering into any arrangement with
27 Google to develop Project Genie.

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1 35. On January 11, 2011, Google’s in-house counsel distributed the final, revised
2 draft of the ISA and SOW for the parties to review and approve. In this final draft, however,
3 Google’s in-house counsel, for the first time, altered the heading on Exhibit A of the SOW and
4 inserted the words “Publicly available” in front of the label “Pre-existing Property” which had
5 been in every draft of the SOW since October 2010. None of the Google personnel involved in
6 the negotiation or drafting of the SOW mentioned the need or desire to alter the heading of
7 Exhibit A, or that it had been altered in this final draft. Instead, the in-house Google lawyer
8 stressed in their e-mail circulating the final drafts of the ISA and SOW that they made only a
9 “few changes” without mentioning the first time change to the heading of exhibit to the SOW.
10 Google inserted this language at the last minute with the bad faith intent of undermining any
11 later claim by Mr. Attia that Google misappropriated his trade secrets. Mr. Attia was unaware of
12 this change to the heading of Exhibit A and continued to believe that his confidential and
13 propriety information about Engineered Architecture technology was protected from
14 unauthorized disclosure by Google pursuant to the NDA, as Teller had previously represented to
15 him.

16 36. On January 12, 2011, Google and its affiliates entered into an Inbound Services
17 Agreement (“ISA”) (attached as Exhibit 2) and an associated Statement of Work agreement
18 (“SOW”) (attached as Exhibit 3) with Mr. Attia and Attia PC to develop Project Genie. Teller
19 was appointed head of Project Genie and Defendant Nicholas Chim was appointed the team
20 leader for the project. Google acknowledged in the Statement of Work that “[t]he Genie Project
21 was inspired by [Mr. Attia’s] experience and Pre-existing Intellectual Property.” To induce Mr.
22 Attia to enter the ISA and SOW, Google, through Teller, specifically affirmed and represented
23 to Mr. Attia that Google’s confidentiality obligations under the NDA would continue to be in
24 force and in effect and that Google would continue to abide by the NDA after execution of the
25 ISA and SOW.

26 37. In the SOW, Google acknowledges that the “Genie Project was inspired by [Mr.
27 Attia’s] experience and Pre-Existing Intellectual Property.” Exhibit A to the SOW describes the
28 bulk of Mr. Attia’s proprietary information regarding Engineered Architecture, including his

1 idea of “revolutionizing the global building industry by dramatically changing the way in which
2 buildings are designed, fabricated and constructed...” The SOW identifies documents that
3 contain Mr. Attia’s proprietary information, including, without limitation, “All presentations &
4 brochures,” notes, emails, patents, and “other related intellectual property developed as of the
5 SOW Effective Date.” Under the ISA, any “invention, improvement, development, concept,
6 discovery or other proprietary information” that Mr. Attia had an interest in before January 12,
7 2011, remain the property of Mr. Attia. During the negotiation of the ISA, Google, through
8 Defendant Thrun, specifically told Mr. Attia that “any IP/know how” Mr. Attia brought to the
9 Genie Project, including all the knowledge, information, and Pre-Existing Intellectual Property
10 that Google admits inspired Genie, would continue to belong to Mr. Attia.

11 38. During the negotiations between Google and Mr. Attia regarding the ISA and
12 SOW, Google first asked for a non-exclusive, royalty-free, perpetual, irrevocable, worldwide
13 license from Mr. Attia to use his proprietary information. Attia rejected that request. Google
14 then proposed to pay royalties to obtain a non-exclusive license, which Attia rejected as well.
15 Ultimately, the parties agreed in the ISA that Mr. Attia would provide to Google a “non-
16 commercial” and nonexclusive license to use his proprietary information only until June 31
17 [*sic*], 2011.

18 39. The SOW contained the following provision regarding the proof of concept
19 program in Phase One of Project Genie: “If the proof of concept program in Phase One is
20 successful and to the extent any Pre-existing Property is used to develop Genie, (i) Google, in its
21 sole discretion, will consider seeking an exclusive license and will make reasonable efforts to
22 negotiate for a license to a portion or all of the Pre-existing Property at mutually agreed upon
23 price and terms, and (ii) both parties intend to negotiate in good faith appropriate new terms and
24 conditions in a separate SOW under the ISA pursuant to which Contractor will provide
25 consulting services as to the development of Genie.”

26 40. Defendant Chim was put in charge of the Genie project. Neither defendant Chim
27 nor Google had any knowledge of the construction industry before working with Mr. Attia. Mr.
28 Attia proceeded to work with Google extensively on Project Genie for the next five months so

1 the Google software engineers and others working on the project thoroughly understood his
2 Engineered Architecture invention and could automate as many of the steps of the invention as
3 possible to develop a proof of concept software system for the project.

4 41. Pursuant to the ISA/SOW, Mr. Attia began teaching the fundamentals of the
5 construction industry and building design to the members of the Project Genie team based upon
6 his 50 years of experience. Mr. Attia disclosed and made available to the Project Genie team at
7 Google his original written works describing the Engineered Architecture technology, including
8 core concepts, details, and refinements of Engineered Architecture invention that were not in the
9 public domain. The materials shared with Google included, among other things, five booklets
10 that describe in detail the Engineered Architecture technology. Mr. Attia personally sat down
11 with every member of the Project Genie team and taught them everything about the Engineered
12 Architecture technology.

13 42. The Project Genie team grew from ten computer and software engineers to more
14 than 30 people including Defendants Carlile and Roman and Defendant Kaufmann, who acted as
15 Mr. Attia's assistant during his time at Google. Mr. Attia also introduced Google to building
16 design and construction industry leaders to demonstrate the concept and gauge industry support
17 for it.

18 **3. The Success of the Phase One Proof of Concept Stage**

19 43. At the conclusion of Phase One of Project Genie in June 2011, Google
20 determined that the proof of concept program was successful. In a June 2011 confidential report
21 provided by Defendant Thrun to Defendants Page and Brin, the Project Genie team estimated
22 that the Engineered Architecture technology could halve construction costs of large buildings
23 and skyscrapers, and that the technology had the potential of generating \$120 billion in annual
24 income for Google. Google's revenue in 2011 was approximately \$37.9 billion, meaning that
25 Project Genie stood to provide more than three times Google's current revenue.

26 44. The confidential report states that "early this year, a small team at Google X
27 began working with Eli Attia, an architect, the creator of Genie technology, to explore
28 opportunities in the building construction industry." It adds, "Eli's work led him to the creation

1 of 'Engineered Architecture,' which provided key concepts and technology behind Genie.”
2 Genie, the development team told Google’s management “is a platform with a web-based design
3 application that assists the design architect through the design process, and is mainly intended
4 for the construction of large and tall buildings. The application incorporates design rules from
5 expert architects and engineers, and advanced analysis and simulation tools. Genie enables the
6 standardization and automation of design and construction processes, with unlimited design
7 options, which allow an architect to preserve the uniqueness of the building in the urban
8 environment.”

9 45. The development team’s report to Google’s management described Genie as
10 “revolutionary technology for creating sustainable and environmentally friendly buildings, at a
11 quality exceeding anything known. The technology was presented as technology that can
12 change the conservative global construction industry through a fundamental and revolutionary
13 change in the way buildings are designed, built, and maintained, saving trillions of dollars.” In
14 the report, the Google X team estimated that the Engineered Architecture technology would cut
15 current direct construction costs by 30%, and the current time from the start of design to market
16 by more than 30%.

17 46. Google was so satisfied with the viability of Mr. Attia’s Engineered Architecture
18 technology that it applied to the United States Patent and Trademark Office for patents
19 containing numerous claims reciting Mr. Attia’s Pre-existing Property, including his Engineered
20 Architecture trade secrets, disclosed by Mr. Attia to Google pursuant to the NDA and the
21 ISA/SOW. Moreover, the specifications of the Google patent applications and patents describe
22 these claim elements in language identical or virtually identical to the language in Mr. Attia’s
23 disclosures.

24 47. For example, on May 20, 2011, Google filed a patent application entitled
25 “System and Methods for Structure, Design, Analysis, and Implementation” listing Mr. Attia as
26 one of the inventors (the “’727 Application”). The ’727 Application was based, in large part, on
27 Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, disclosed
28 by Mr. Attia to Google pursuant to the NDA and the ISA/SOW. On June 11, 2011, Google filed

1 another patent application entitled “System and Methods Facilitating Collaboration in the
2 Design, Analysis, and Implementation of a Structure” again listing Mr. Attia as one of the
3 inventors (the “’307 Application”). The ’307 Application also was based, in large part, on Mr.
4 Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, disclosed by
5 Mr. Attia to Google pursuant to the NDA and the ISA/SOW, and stated that it was “related to
6 and claims priority from” the ’727 Application. Google filed several other patent applications
7 based on Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets,
8 disclosed by Mr. Attia to Google pursuant to the NDA and the ISA/SOW.

9 48. Using Mr. Attia’s lifetime of well-developed design and construction industry
10 contacts, Attia and Defendant Chim also presented Genie to several industry leaders, among
11 them renowned architect Richard Meier, major developers, construction companies, and
12 potential investors. During presentations, Defendants and Mr. Attia used a professionally
13 produced video to show a “prototype” software application which consisted entirely of Mr.
14 Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, disclosed by
15 Mr. Attia to Google pursuant to the NDA and the ISA/SOW. The response was uniformly
16 enthusiastic. Mr. Meier indicated that he would use the product if it were available at that
17 moment. Another potential investor almost immediately began negotiations with Google to
18 partner in Genie’s development.

19 49. The “prototype” used not only the core concept that Mr. Attia developed, but also
20 many of the details of Mr. Attia’s Pre-existing Property, including his Engineered Architecture
21 trade secrets, disclosed by Mr. Attia to Google pursuant to the NDA and the ISA/SOW. The
22 prototype shows Engineered Architecture in action, including the use of the specific “super
23 cells” and “cells” that Mr. Attia invented. In essence, the “prototype” followed the blueprint of
24 Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, disclosed
25 by Mr. Attia to Google pursuant to the NDA and the ISA/SOW. In the documentary
26 presentation that Defendants Teller and Chim showed along with the “prototype” video, Google
27 described Mr. Attia as the “creator of core Genie concepts.”

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1 50. Google internally acknowledged in a “Fact Sheet” that Mr. Attia is “the creator of
2 Genie technology.” Google admitted that the “key technical insights” of Genie came from Mr.
3 Attia and that Mr. Attia’s “work led him to the creation of [Engineered Architecture] which
4 provided key concepts and technology behind Genie.” The “Fact Sheet” described “key
5 insights” that match directly with Mr. Attia’s Pre-existing Property, including his Engineered
6 Architecture trade secrets, disclosed by Mr. Attia to Google pursuant to the NDA and the
7 ISA/SOW.

8 51. Google, seeing the potential in Mr. Attia’s Engineered Architecture technology,
9 extended Project Genie an additional seven months and planned to spin-off Project Genie into a
10 separate company. Then Google and Mr. Attia engaged in a *de facto* joint venture to create a
11 separate company to develop and to bring to market products employing Mr. Attia’s Engineered
12 Architecture proprietary technology.

13 52. In the course of discussing the creation of a new company, Google offered Mr.
14 Attia a seven percent (7%) interest in the new company specifically to compensate Mr. Attia for
15 his proprietary information. Google’s draft “Cap Tables” identify shares for “Google IP” and
16 shares for “Eli IP,” admitting that “Genie” employed Mr. Attia’s proprietary information and
17 that Google should pay for it. Google offered Mr. Attia an additional eight percent (8%) as a co-
18 founder of the new venture in addition to a percentage for his proprietary information.

19 **4. Google’s Scheme to Squeeze Mr. Attia Out of the Genie Project and**
20 **Misappropriate his Trade Secrets**

21 53. While Google was pumping Mr. Attia for all his Engineered Architecture trade
22 secrets, Defendants Google, Page, Brin, Thrun, Teller, Kaufmann, Carlile, Roman, and Chim
23 were plotting to squeeze Mr. Attia out of his own project and misappropriate Mr. Attia’s
24 Engineered Architecture Attia’s Pre-existing Property, including his Engineered Architecture
25 trade secrets, disclosed by Mr. Attia to Google pursuant to the NDA and the ISA/SOW.

26 54. Google and members of the Project Genie team went to considerable lengths to
27 conceal their intent to squeeze out Mr. Attia and misappropriate his proprietary Engineered
28 Architecture technology. For example, when Mr. Attia unexpectedly walked into a conference

1 room where members of the Project Genie team were meeting, the participants immediately
2 stopped all conversation, each staring at the others like a fox caught in the henhouse, until
3 Defendant Chim ordered everyone to disperse.

4 55. While Defendants were meeting secretly, they slashed Mr. Attia's compensation
5 and then proceeded to completely purge him from the project and joint venture.

6 56. Even while squeezing Mr. Attia out of the project, Defendant Teller asked Mr.
7 Attia for a "license for [his] pre-existing IP," again acknowledging that "Genie" employed Mr.
8 Attia's proprietary information and know-how. Google, Page, Brin, Thrun, and the other
9 Defendants fully understood "Genie" was an absolute manifestation of Mr. Attia's proprietary
10 information and know-how.

11 57. Google then pretended to kill the Genie Project to give Mr. Attia the false
12 impression that Google was not planning to misappropriate Mr. Attia's Pre-existing Property,
13 including his Engineered Architecture trade secrets, disclosed by Mr. Attia to Google pursuant
14 to the NDA and the ISA/SOW. On December 7, 2011, another date that will live in infamy,
15 Defendant Chim informed the Genie team by e-mail that he was torpedoing Project Genie. "We
16 learned a new industry," he wrote, "solved very interesting technical problems and wowed the
17 industry with the ambitiousness of our vision." He stated flatly, "Effective Friday, we'll stop
18 working on Genie." That very same day, defendant Teller wrote to Mr. Attia, "I'm very sorry
19 Genie will end. It would have been a great thing to make for the world." Chim and Teller were
20 creating a cover story to mask their plan to steal and exploit Mr. Attia's Pre-existing Property,
21 including his Engineered Architecture trade secrets, disclosed by Mr. Attia to Google pursuant
22 to the NDA and the ISA/SOW.

23 58. Within a week, however, Mr. Attia learned that Google, rather than shutting
24 down Project Genie, was surreptitiously taking steps to develop and promote Genie further. For
25 example, Defendant Chim resumed speaking to the same potential partners and investors he had
26 previously visited with Mr. Attia, this time telling them that Mr. Attia was no longer involved
27 with Genie, but that Google had the right to continue with the project.

28 ///

1 59. On December 16th, only nine days after Google informed Mr. Attia that Google
2 was shutting down Project Genie, Mr. Attia informed Defendant Thrun, “I’ve just heard the
3 fourth version of Nick’s pitch to industry leaders. And [Defendant Chim stated], ‘I’ve got the
4 license and control of Genie’s IP.’”

5 60. On December 21st, exactly two weeks after acknowledging “with regret” the end
6 of Genie, Defendant Teller sent an e-mail to Mr. Attia containing a proposed agreement between
7 Defendant Chim and Mr. Attia ending with the words, “Eli will continue to pursue his path and
8 the Genie team will continue with a different path.” “The Genie team will continue.”

9
10 **5. Google’s Breach of the ISA/SOW and Misappropriation of Mr. Attia’s
Trade Secrets and Bad Faith**

11 61. After Google and the Google X leadership team squeezed Mr. Attia out of Project
12 Genie, they continued to make presentations to investors showing the “prototype” video utilizing
13 Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, disclosed
14 by Mr. Attia to Google pursuant to the ISA/SOW. These Defendants did not obtain any license
15 from Mr. Attia to use his proprietary information. By using Mr. Attia’s Pre-existing Property,
16 including his Engineered Architecture trade secrets, disclosed by Mr. Attia to Google pursuant
17 to the ISA/SOW without obtaining a license from Mr. Attia, these Defendants misappropriated
18 this proprietary information. By failing to compensate Mr. Attia for the use of this proprietary
19 information, Google also breached its express obligations under the ISA/SOW.

20 62. Upon information and belief, Defendants Google and Chim have falsely
21 represented to third parties that they owned rights to Mr. Attia’s proprietary information,
22 including his trade secrets.

23 63. In July 2012, the `307 patent application filed by Google was issued and
24 published as United States Patent No. 8,229,715. Google also allowed its `727 patent
25 application to be published by the United States Patent and Trademark Office in November
26 2012. As discussed above, the `715 patent and the `727 patent application were based, in large
27 part, on Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets,
28 disclosed by Mr. Attia to Google pursuant to the NDA and the ISA/SOW.

1 64. Although Mr. Attia was aware in 2011 that Google was filing patent applications
2 using his trade secrets and other proprietary information, Mr. Attia did not believe that this
3 conduct by Google was wrongful, because he conditionally authorized Google to use his trade
4 secrets and other proprietary information to develop Project Genie, but on the condition that
5 Google compensate him for such use as provided in the SOW. At any time before the
6 publication of Google’s patent applications using Mr. Attia’s trade secrets and other proprietary
7 information, Google could have abandoned or withdrawn those applications, thereby preserving
8 the confidentiality of that information. Google, however, allowed the patent applications
9 containing Mr. Attia’s trade secrets and other proprietary information to be published, thereby
10 irrevocably using that information and extinguishing his trade secrets.

11 65. Google, however, reneged on its agreement to compensate Mr. Attia for use of
12 his “Pre-existing Property,” including his trade secrets and other proprietary information, when
13 it allowed the patent applications disclosing Attia’s trade secrets to be published by the PTO, as
14 a published application or issued patent and then refused to compensate Attia for its use and
15 disclosure of his trade secrets, thereby extinguishing their trade secret status. It was at that time
16 – in July 2012 – when Google’s use and disclosure of Attia’s trade secrets became unauthorized
17 and constituted misappropriation of Mr. Attia’s trade secrets.

18 66. In late 2011 through at least June 2012, Mr. Attia’s counsel sent letters to Google
19 inquiring about whether Google was improperly using any of Mr. Attia’s Pre-existing Property,
20 including his Engineered Architecture trade secrets, disclosed by Mr. Attia to Google pursuant
21 to the NDA and the ISA/SOW after Google squeezed Mr. Attia out of Project Genie. Google’s
22 counsel sent Attia PC’s counsel several letters falsely providing assurances to Mr. Attia that
23 Google was complying with its commitments under the NDA and ISA/SOW, and that it had not
24 done anything wrong or in violation of those agreements. Google, through its counsel, feigned
25 ignorance of any proprietary information provided by Mr. Attia to Google, even though Google
26 acknowledged the nature and scope of such proprietary information in Exhibit A to the SOW
27 and repeatedly referred to such proprietary information in the ISA/SOW and other documents.
28 Google’s counsel specifically misrepresented to Mr. Attia that “[t]here is no basis for your

1 assertion regarding Google’s supposedly improper use of undefined intellectual property,” that
2 “Google has no interest in using any intellectual property to which it does not have rights,” that
3 Google “has no reason to believe any such use has occurred here,” and that “Google has done
4 nothing wrong.”

5 67. In 2011, while Defendant Teller was telling Mr. Attia that “Genie will end,”
6 Teller along with Defendants Google, Page, Brin, Thrun and Carlile, formed a new company to
7 continue to develop the Genie technology based upon Mr. Attia’s Pre-existing Property,
8 including his Engineered Architecture trade secrets, disclosed by Mr. Attia to Google pursuant
9 to the NDA and the ISA/SOW using approximately one million dollars of Google’s money.
10 This company was called Vannevar Technology. The company’s name was changed to Flux
11 Factory, Inc., in 2014 (Vannevar Technology and Flux Factory shall be referred to collectively
12 as “Flux Factory”).

13 68. On information and belief, the Google Defendants raised \$2.2 million in capital
14 when Flux Factory was established. Later, based upon the Executive Summary estimating the
15 potential value of a business employing the Engineered Architecture concept as producing
16 revenues of \$120 billion, the Google Defendants raised at least at least \$39.3 million of
17 investment capital for the Flux Factory business from some of the world’s largest venture capital
18 firms including Borealis Ventures, Andreessen Horowitz, Obvious Ventures, South Park
19 Ventures, Far East Ventures, Sj, DFJ and Google Ventures. The Google Defendants improperly
20 used Mr. Attia’s Pre-existing Property, including his Engineered Architecture trade secrets, to
21 attract these investors.

22 69. Flux Factory is simply a reconstitution and continuation of the Project Genie
23 project under a different name. Flux Factory employs several individuals who worked at Google
24 on the project, including Defendants Kaufmann, Carlile, and Roman, with defendant Chim
25 acting as CEO. Defendant Teller sits as chairman of the board of directors for Defendant Flux
26 Factory. Being nothing more than a spin-off of Google’s Project Genie, Flux Factory inherited
27 from Google all of its contractual duties under the NDA and ISA/SOW.

28 ///

1 70. Since 2014, Flux Factory has offered for sale an automated software system
2 called the Flux Metro Austin Preview for the building design and construction industry. This
3 software uses trade secrets and proprietary information that Mr. Attia developed as part of his
4 Engineered Architecture invention. In fact, most, if not all, of the Flux features embody the
5 trade secrets and proprietary information stolen from Mr. Attia.

6 71. On information and belief, Flux Factory currently employs individuals, including
7 Defendants Carlile, Roman, Teller, Chim, and Kaufmann, who are fully aware that Flux
8 Factory's products and services incorporate Mr. Attia's stolen trade secrets and proprietary
9 information.

10 72. As a result of Defendants' misappropriation of Mr. Attia's trade secrets and other
11 proprietary information and their misrepresentations to others that they own the technology,
12 other potential development partners have shunned Mr. Attia's attempts to further develop and
13 commercialize the Engineered Architecture technology. His reputation within the architectural
14 community and the global construction industry has consequently been tarnished.

15 73. In September 2013, Mr. Attia sent Page a letter informing him that "the Genie
16 project that was being pursued under Google X was an implementation of my life's work – EA
17 technology," and that, after he had been removed from the project, the project was converted to
18 "Project Vannevar" also "based on my inventions." Mr. Attia informed Mr. Page that "[o]n
19 December 30, 2011 Sebastian [Thrun] called me and said: 'Genie is spinning out, it's spinning
20 out without you unfortunately, and that is that. It's a miserable situation because it's true that
21 you got to Google with your life's vision to implement what's happening, and the fact that you
22 are not part of it is the worst part of all. But there is nothing I can do about it. So you have to
23 take it.'" Mr. Attia told Page that "I've been treated unjustly" and requested a chance to speak
24 with Page. Page never responded to Mr. Attia. Page ignored Mr. Attia's letter, perpetuating The
25 Google Defendants' scheme to misappropriate Mr. Attia's trade secrets and other proprietary
26 information and derive unjust enrichment from doing so.

27 74. In view of Page's refusal to respond to Mr. Attia's letter, in October 2013 Mr.
28 Attia sent letters to members of Google's Board of Directors and to Google Senior Advisors,

1 including Defendant Brin, alerting them to the theft of his Engineered Architecture trade secrets
2 by Page, Brin and the members of the Project Genie team at Google X, and requested Google to
3 acknowledge that Genie is based on Mr. Attia's proprietary technology and to compensate him
4 fairly for Google's use of his proprietary technology. No one from Google responded to Mr.
5 Attia.

6 75. On information and belief, Defendants Kaufmann, Chim, Carlile, Roman, Teller,
7 and Flux Factory continue to publicly claim that the work done at Genie and being done at Flux
8 Factory stem from their original ideas. They continue to refuse to acknowledge Mr. Attia's hard
9 work in the development of his trade secrets and other proprietary information that comprise
10 Flux Factory's services.

11 76. In short, Google and the other Defendants had express and implied obligations to
12 Mr. Attia to use his proprietary and confidential information only in support of a joint effort with
13 Mr. Attia to develop technologies. The Google Defendants had the obligation to negotiate a
14 license to use Mr. Attia's Pre-existing Property, including his Engineered Architecture trade
15 secrets, disclosed by Mr. Attia to Google pursuant to the NDA and the ISA/SOW and to fairly
16 compensate Mr. Attia if it wanted to continue using it. The Google Defendants refused to do so
17 and intentionally misappropriated for its own benefit Mr. Attia's proprietary Engineered
18 Architecture invention.

19 **FIRST CAUSE OF ACTION**
20 **(Misappropriation of Trade Secrets by Eli Attia Against All Defendants)**

21 77. Plaintiffs reallege, and incorporate herein by reference, as though fully set forth,
22 paragraphs 1-76 above.

23 78. Mr. Attia owns trade secrets, including confidential and proprietary information
24 that can be used to create buildings dramatically better, faster, with fewer resources, and with
25 less energy and environmental impact than conventional methods.

26 79. Mr. Attia has made reasonable efforts to maintain the secrecy of his trade secrets
27 and other confidential and proprietary information. Mr. Attia has not shared this information
28 with third parties except in the course of confidential business communications.

1 80. At all material times, Mr. Attia fully and clearly identified to Google the pre-
2 existing trade secret information he was disclosing to Google, as set forth in Exhibit A to the
3 SOW, and Google acknowledged that use and disclosure of such information was limited as set
4 forth in the NDA and later in the ISA/SOW.

5 81. Mr. Attia's trade secrets derive independent economic value and competitive
6 advantages from not being generally known.

7 82. As detailed above, the Google Defendants were subject to both express and
8 implied contractual obligations to maintain the secrecy of Mr. Attia's confidential and
9 proprietary information, including his trade secrets.

10 83. The Google Defendants willfully and maliciously misappropriated Mr. Attia's
11 trade secrets by, among other acts, continuing to incorporate and use them in "Genie," or
12 otherwise, after the end of the limited license period, by sharing Mr. Attia's trade secrets with
13 third parties in an attempt to gain support for "Genie," and by using them in conducting the
14 business of Flux Factory.

15 84. Google misappropriated Mr. Attia's trade secrets by, among other things, using
16 those trade secrets to develop the "Genie" software system without making a reasonable effort to
17 negotiate with Mr. Attia for a license for such use of his trade secrets. Google did not have any
18 right to use Mr. Attia's trade secrets to develop the Genie software without a license from Mr.
19 Attia to do so and without reasonably compensating Mr. Attia for such use. Google's use of Mr.
20 Attia's trade secrets to develop Genie includes using those trade secrets to build the Genie
21 software system, applying for and obtaining patents covering the Genie software system, thereby
22 resulting in the public disclosure of Mr. Attia's trade secrets, promoting the Genie software
23 system to potential customers and investors, and disclosing Mr. Attia's trade secrets to Flux
24 Factory and acting in concert with Flux Factory to make further developments to the Genie
25 system and market that system.

26 85. In particular, Mr. Attia conditioned Google's use of his trade secrets and other
27 proprietary information in patent applications or other activities on Google's commitment to
28 compensate Mr. Attia for any use of such information to develop Project Genie in the event the

1 proof of concept of Project Genie was successful. Google's use and disclosure of Mr. Attia's
2 trade secrets were unauthorized and constituted unlawful misappropriation of those trade secrets
3 when Google reneged on its commitment to compensate Mr. Attia for its use of his trade secrets,
4 which was a condition for his permission to use those trade secrets. Thus, Google willfully
5 misappropriated Mr. Attia's trade secrets by using and disclosing to third persons those trade
6 secrets without Mr. Attia's express or implied consent.

7 86. Flux Factory willfully misappropriated Mr. Attia's trade secrets by, among other
8 things, largely continuing Google's conduct of misappropriation. Flux Factory has
9 misappropriated Mr. Attia's trade secrets by using those trade secrets to continue the
10 development of the Genie software system now controlled by Flux Factory and, in particular, to
11 build the Flux Metro Austin Preview product based on Mr. Attia's trade secrets as well as
12 promoting the Genie software system to potential customers and investors. At the time of Flux
13 Factory's use and disclosure of Mr. Attia's trade secrets, Flux Factory officers and other
14 personnel knew or had reason to know that its knowledge of Mr. Attia's trade secrets was
15 derived from or through Google and the members of the Project Genie team at Google X – many
16 of whom were now working at Flux Factory – who used improper means to acquire those trade
17 secrets and acquired the trade secrets under circumstances giving rise to a duty to maintain their
18 secrecy or limit its use of the trade secrets, and was derived from or through Google and the
19 members of the Project Genie team at Google X who owed a duty to Mr. Attia to maintain its
20 secrecy or limit its use.

21 87. Defendants Page and Brin willfully misappropriated Mr. Attia's trade secrets by
22 directly and knowingly planning, participating in, facilitating, authorizing and/or consenting to
23 Google's scheme to induce Mr. Attia to disclose his Engineered Architecture trade secrets to
24 Google and then squeeze Mr. Attia out of the Genie project and unlawfully use his trade secrets
25 to develop and market the Genie software system for Google's own exclusive benefit.
26 Defendants Page and Brin were directly involved in the establishment and management of the
27 Google X unit, the review of Mr. Attia's Engineered Architecture trade secrets pursuant to the
28 NDA, the decision to initiate Project Genie at Google X based upon Mr. Attia's trade secrets, the

1 use and disclosure of those trade secrets to develop and promote the Genie software system
2 without a license to do so from Mr. Attia, Google's refusal to compensate Mr. Attia for its use of
3 his trade secrets, and the decision to form and invest in Flux Factory to continue the
4 unauthorized use of those trade secrets. Thus, Defendants Page and Brin personally planned,
5 authorized, directed and/or participated in the misappropriation of Mr. Attia's trade secrets by
6 Google and Flux Factory. Defendants Page and Brin knowingly consented to and approved the
7 acts of misappropriation committed by the members of the Project Genie team, including the
8 acts of misappropriation committed by Sebastian Thrun, Eric "Astro" Teller, Michelle
9 Kaufmann, Jennifer Carlile, Augusto Roman, and Nicholas Chim. Indeed, as alleged above, Mr.
10 Attia notified Defendants Page and Brin in writing in September and October of 2013 that
11 Google and Flux Factory had misappropriated his trade secrets, but neither of them took any
12 action to rectify the situation. Thus, Defendants Page and Brin specifically knew or reasonably
13 should have known that Google was using and disclosing Mr. Attia's trade secrets without a
14 license from Mr. Attia to do so and not only failed to take any appropriate action to prevent such
15 misappropriation of those trade secrets but actively encouraged these Google personnel to
16 unlawfully use and disclose the trade secrets. An ordinarily prudent person, knowing what Page
17 and Brin knew, would not have acted similarly under the circumstances.

18 88. Defendant Thrun willfully misappropriated Mr. Attia's trade secrets by directly
19 and knowingly planning, participating in, facilitating, authorizing and/or consenting to Google's
20 scheme to misappropriate Mr. Attia's trade secrets. Defendant Thrun was involved in the
21 formation of the Google X unit and initially ran it. Defendant Thrun directly participated in the
22 review of Mr. Attia's Engineered Architecture trade secrets pursuant to the NDA, the decision to
23 initiate Project Genie at Google X based upon Mr. Attia's trade secrets, the use and disclosure of
24 those trade secrets to develop and promote the Genie software system without a license to do so
25 from Mr. Attia, the decision to squeeze Mr. Attia out of Project Genie, Google's refusal to
26 compensate Mr. Attia for its use of his trade secrets, and the decision to form Flux Factory to
27 continue the unauthorized use of those trade secrets, and the management of Flux Factory's
28 continued misappropriation of Mr. Attia's trade secrets.

1 89. Defendant Teller willfully misappropriated Mr. Attia's trade secrets by directly
2 and knowingly planning, participating in, facilitating, authorizing and/or consenting to Google's
3 scheme to misappropriate Mr. Attia's trade secrets. As with Defendant Thrun, Defendant Teller
4 was involved in the management of Google X unit since its formation and succeeded Thrun as
5 the head of the unit. Defendant Teller also directly participated in the review of Mr. Attia's
6 Engineered Architecture trade secrets pursuant to the NDA, the decision to initiate Project Genie
7 at Google X based upon Mr. Attia's trade secrets, the use and disclosure of those trade secrets to
8 develop and promote the Genie software system without a license to do so from Mr. Attia, the
9 decision to squeeze Mr. Attia out of Project Genie, Google's refusal to compensate Mr. Attia for
10 its use of his trade secrets, and the decision to form Flux Factory to continue the unauthorized
11 use of those trade secrets, and the management of Flux Factory's continued misappropriation of
12 Mr. Attia's trade secrets.

13 90. Defendant Chim willfully misappropriated Mr. Attia's trade secrets by directly
14 and knowingly planning, participating in, facilitating, authorizing and/or consenting to Google's
15 scheme to misappropriate Mr. Attia's trade secrets. Defendant Chim was in charge of the Genie
16 project. He directly and knowingly participated in the unauthorized use and disclosure of Mr.
17 Attia's trade secrets to develop and promote the Genie software system without a license to do
18 so from Mr. Attia, the decision to squeeze Mr. Attia out of Project Genie, Google's refusal to
19 compensate Mr. Attia for its use of his trade secrets, and the decision to form Flux Factory to
20 continue the unauthorized use of those trade secrets, and the management of Flux Factory's
21 continued misappropriation of Mr. Attia's trade secrets.

22 91. Defendants Kaufmann, Carlile and Roman willfully misappropriated Mr. Attia's
23 trade secrets by directly and knowingly planning, participating in and facilitating Google's
24 scheme to misappropriate Mr. Attia's trade secrets. These Defendants directly and knowingly
25 participated in the unauthorized use and disclosure of Mr. Attia's trade secrets to develop and
26 promote the Genie software system without a license to do so from Mr. Attia, the decision to
27 squeeze Mr. Attia out of Project Genie, and the decision to form Flux Factory to continue the
28 unauthorized use of those trade secrets, and the continued misappropriation of Mr. Attia's trade

1 secrets at Flux Factory.

2 92. By reason of the Google Defendants' unlawful conduct described above, Mr.
3 Attia will suffer great and irreparable harm and damage, which damage will be difficult to
4 ascertain, and Mr. Attia is without an adequate remedy at law. Mr. Attia is entitled to an
5 injunction restraining Google from further misappropriation.

6 93. As a result of the Google Defendants' misappropriation of Mr. Attia's trade
7 secrets, Mr. Attia has been damaged and Defendants have been unjustly enriched in an amount
8 to be determined at trial.

9 **SECOND CAUSE OF ACTION**
10 **(Breach of Contract by all Plaintiffs Against Google – ISA/SOW)**

11 94. Plaintiffs reallege, and incorporate herein by reference, as though fully set forth,
12 paragraphs 1-93 above.

13 95. On or about January 12, 2011, Google entered into a contractual relationship with
14 Mr. Attia and Attia PC referred to as an Inbound Services Agreement ("ISA"). The parties' ISA
15 is an enforceable contract between the parties.

16 96. On January 12, 2011, Google also entered into a contractual relationship with Mr.
17 Attia and Attia PC referred to as a Statement of Work ("SOW").

18 97. In the alternative, if Mr. Attia is not deemed an actual party to the ISA/SOW, Mr.
19 Attia is a third party beneficiary under those agreements. Paragraph 3 of the ISA contains a
20 provision granting "Contractor and Contractor's spouse or spouse's lineal descendant" a limited
21 license to certain patent rights "to permit Contractor or Contractor's spouse or spouse's lineal
22 descendant . . . to engage in his professional practice in a personal capacity, . . ." The ISA
23 also provides for Google to provide compensation for the express benefit of Mr. Attia in return
24 for Mr. Attia's personal consulting services. The ISA also contains provisions limiting the
25 scope of the non-commercial license of the Engineered Architecture trade secrets granted to
26 Google by Mr. Attia, as an owner of those trade secrets and protecting Mr. Attia's ownership
27 and rights to those trade secrets. The SOW also provides for compensation by Google to Mr.
28 Attia for Google's use of any of Mr. Attia's trade secrets in Project Genie, and for Google to

1 negotiate a new SOW providing for compensation to Mr. Attia. This clearly shows that
2 ISA/SOW was made expressly for the benefit of Mr. Attia as well as the professional
3 corporation owned and operated by him.

4 98. The SOW contains the following provision regarding the proof of concept
5 program in Phase One of Project Genie: “If the proof of concept program in Phase One is
6 successful and to the extent any Pre-existing Property is used to develop Genie, (i) Google, in its
7 sole discretion, will consider seeking an exclusive license and will make reasonable efforts to
8 negotiate for a license to a portion or all of the Pre-existing Property at mutually agreed upon
9 price and terms, and (ii) both parties intend to negotiate in good faith appropriate new terms and
10 conditions in a separate SOW under the ISA pursuant to which Contractor will provide
11 consulting services as to the development of Genie.”

12 99. As alleged above, the proof of concept program in Phase One of the SOW was
13 deemed successful by Google, and Google used Mr. Attia’s “Pre-existing Property” to develop
14 Genie. Google, however, breached this provision of the ISA/SOW by failing and refusing to
15 make reasonable efforts to negotiate for a license to the Pre-existing Property it used to develop
16 Genie at mutually agreed upon price and terms.

17 100. Google also breached this provision of the ISA/SOW by failing and refusing to
18 negotiate in good faith appropriate new terms and conditions in a separate SOW under the ISA
19 pursuant to which Mr. Attia would provide consulting services as to the development of Genie.

20 101. Flux Factory, as the successor to the contractual obligations of Google pursuant
21 to the ISA/SOW, has breached the ISA/SOW also by failing and refusing to make reasonable
22 efforts to negotiate for a license to the Pre-existing Property it used to develop Genie at mutually
23 agreed upon price and terms.

24 102. Mr. Attia has performed all conditions, covenants and promises required on his
25 behalf to be performed in accordance with the terms and conditions of the ISA, or his
26 performance has been excused by virtue of Google or Flux’s conduct.

27 103. Google and Flux also have breached the ISA/SOW by engaging in the conduct
28 alleged herein, including, without limitation, using Mr. Attia’s Pre-existing Property for

1 commercial purposes and doing so beyond the termination date recited in the ISA/SOW without
2 the permission of Mr. Attia or Attia PC.

3 104. As a result of Google and Flux’s breaches of their agreements with Mr. Attia, he
4 has suffered damages in an amount to be proven at trial.

5 105. In addition, Mr. Attia has suffered and will suffer harm that cannot be remedied
6 in damages, and that will require equitable relief.

7 **THIRD CAUSE OF ACTION**
8 **(Declaratory Relief Against All Defendants)**

9 106. Plaintiffs reallege, and incorporate herein by reference, as though fully set forth,
10 paragraphs 1-105 above.

11 107. Mr. Attia has an interest in certain pre-existing intellectual property rights under
12 the ISA and SOW. Specifically, Mr. Attia owns certain trade secrets, other proprietary
13 information, and know-how that he brought to the “Genie Project” and which now make up the
14 services being sold by Flux Factory.

15
16 108. Defendants have created a controversy regarding Mr. Attia’s pre-existing
17 intellectual property by continuing to incorporate this intellectual property in “Genie” and Flux
18 Factory after the end of Google’s license period with Mr. Attia. Defendants have also disclosed
19 Mr. Attia’s intellectual property to third parties in an attempt to gain support for Genie and Flux
20 Factory.

21 109. Plaintiffs seek a declaration that Mr. Attia owns certain trade secrets, proprietary
22 information and know-how that he brought to the “Genie Project,” and has the exclusive right to
23 license his intellectual property.

24 110. Plaintiffs seek a declaration that the Defendants had express and implied
25 obligations to Mr. Attia to use his proprietary and confidential information only in support of a
26 joint effort with Mr. Attia to develop technologies.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**
2 **(For racketeering under 18 U.S.C. § 1962(c) [Conducting or participating in racketeering]**
3 **against Google, Inc., Larry Page, and Sergey Brin)**

4 111. Plaintiffs re-allege, and incorporate herein by reference, as though fully set forth,
5 paragraphs 1-110.

6 **1. Defendants have a long history of theft of others intellectual**
7 **property which continues to date and which constitutes a pattern of**
8 **racketeering activity**

9 112. Defendants have engaged in a pattern of racketeering activity, as defined in 18
10 U.S.C. § 1961(5), through the repeated, relentless, and purposeful theft of other companies' IP and
11 trade secrets.

12 113. Defendants have engaged, and continue to engage, in a pattern of activity whereby
13 Defendants: 1) seek out inventors; 2) promise such inventors that Google will invest in, partner
14 with and/or seek to acquire a license for any proprietary inventions of the investor; 3) sign a non-
15 disclosure agreement (NDA) with inventors; 4) upon inducing inventors to reveal trade secrets and
16 other confidential information, Google disregards the NDA and misappropriates the trade secrets;
17 and 5) Google then subsequently attempts to box-out the victim inventors from the market by
18 filing numerous patent applications which result in the unauthorized disclosure of the inventors'
19 trade secrets and the subsequent granting of a monopoly on the technology by the issuance of the
20 patent. Where no NDA is required, Google has simply copied and criminally stole other
21 inventors' copyrights.

22 114. Defendants' pattern of theft is so persistent that almost every modern and popular
23 arm of Google, Inc. is derivative and comes from the stolen work of others, such as: Android
24 Operating System (stolen in part from Oracle¹), Google Wallet (stolen from PayPal and EBay),
25 YouTube (Video Optimization technology for videos stolen from VSL Communications, LTD),
26 Google Hangouts (Stolen entirely from Be In, Inc.), AdSense—one of Google's most profitable
27 ventures—(stolen from Digital Envoy, Inc.) and Google Maps (Points of interest and reviews
28

¹ See *Oracle America, Inc. v. Google, Inc.*, 3:10-cv-03561-WHA (N.D. Cal. 2010).

1 stolen from various sources).² In fact, even Google’s original business model around its search
2 features was stolen, in part, from Overture.³

3 115. Google, Inc. and its executives—among others—have repeatedly had criminal and
4 anti-trust investigations brought against them by governments around the world for their repeated
5 theft.⁴ For example:

- 6 • Google was fined \$500 million by the U.S. government for its role in the promotion
7 of piracy through illegal online pharmacies;⁵
- 8 • In June of 2017, Google was hit with a \$2.7 billion fine from the European Union
9 for its anti-competitive conduct in skewing search results. Google is still under
10 investigation for its conduct with regards to its AdSense and Android software and
11 business model which may lead the company to face even further fines;⁶
- 12 • The U.S. Federal Trade Commission concluded that Google “used anticompetitive
13 tactics and abused its monopoly power in ways that harmed Internet users and
14 rivals”;⁷
- 15 • Google was charged by the FTC with engaging in deceptive privacy practices for
16 stealing and publishing consumers email contact lists and was ordered to submit to

14 ² See *PhantomALERT, Inc. v. Google, Inc., et al.*, 3:15-cv-03986-JCS (N.D. Cal. 2015); see also
15 Juliette Garside, *Google ‘illegally took content from Amazon, Yelp, TripAdvisor,’ report finds*, *The*
16 *Guardian* (March 20, 2015) (“[The Federal Trade Commission] also found Google illegally took
content from Yelp, TripAdvisor and Amazon to improve its own services.”).

17 ³ See Meland, Marius, *Google to Pay at Least \$300M in Stock to Settle Yahoo! Patent Suit*,
18 *Law360* (Aug. 10, 2004) (The stock to pay for this settlement was before Google’s IPO and now
holds a current value of over \$3 billion).

19 ⁴ See generally, Scott Cleland, *The Evidence Google’s Systematic Theft is Anti-Competitive*,
20 *Forbes* (Jan. 20, 2012), [https://www.forbes.com/sites/scottcleland/2012/01/20/the-evidence-
21 googles-systematic-theft-is-anti-competitive/#fdfec5b7d621](https://www.forbes.com/sites/scottcleland/2012/01/20/the-evidence-googles-systematic-theft-is-anti-competitive/#fdfec5b7d621) (describing various patterns of theft
by Google, such as a “Willful Pattern of Android Property Infringement”); Jon M. Garon,
Searching Inside Google: Cases, Controversies and the Future of the World’s Most Provocative
Company, 30 *Loy. L.A. Ent. L. Rev.* 429, 429 (2009).

22 ⁵ Claire Miller, *Google Reaches \$500 Million Settlement With Government*, *THE NEW YORK*
23 *TIMES* (Aug. 24, 2011), [https://bits.blogs.nytimes.com/2011/08/24/google-reaches-500-million-
24 settlement-with-government/?_r=1](https://bits.blogs.nytimes.com/2011/08/24/google-reaches-500-million-settlement-with-government/?_r=1)

25 ⁶ See Ivana Kottasová, *EU slaps Google with record \$2.7 billion fine*, *CNN* (June 27, 2017); Aoife
26 White, *Google's Record Fine Is Only the Start From the EU*, *Bloomberg* (July 5, 2017).

27 ⁷ Brody Mullins, et al., *Inside the U.S. Antitrust Probe of Google*, *The Wall Street Journal* (March
28 19, 2015), <https://www.wsj.com/articles/inside-the-u-s-antitrust-probe-of-google-1426793274>; see
also Don Relsinger, *Ugly documents surface in antitrust case that Google settled with FTC*,
CNet.com (Mar. 20, 2015), [https://www.cnet.com/news/google-causes-real-harm-to-consumers-
and-to-innovation-ftc-says/](https://www.cnet.com/news/google-causes-real-harm-to-consumers-and-to-innovation-ftc-says/) (describing Google’s antitrust settlement with the FTC and the
documents which revealed numerous accusations against Google for theft and anticompetitive
behavior).

- 1 regular independent privacy audits for the next 20 years;⁸ and
2 • Google was investigated by numerous countries when it was learned that Google’s
3 street-view illegally stole persons’ wifi information, passwords, names, addresses
4 and emails among other personal information.⁹

5 116. The following non-exclusive list of cases brought against Google, Inc., Larry Page,
6 Sergey Brin, and Google’s various accomplices shows a continuous pattern of criminal activities,
7 which ultimately caused harm to Plaintiffs.

8 **b. Violations of 18 U.S.C. § 1832 (Theft of Trade Secrets)**

9 *VSL Communications, LTD v. Google, Inc., et al.*, 1-14-CV-269231 (Santa Clara Superior Crt.,
10 Cal., 2014).

11 117. Constance Nash (“Nash”), through VSL Communications and Vedanti Systems,
12 Ltd. (“VSL”) developed patents and trade secrets for technology which dramatically reduced the
13 volume or size of multi-media content during encoding and decoding which ultimately resulted in
14 proportionally greater speed of transfer of such files without any significant loss of video or audio
15 quality. This technology allowed for more seamless streaming without constant “buffering.”

16 *Meeting with Google and signing of the NDA*

17 118. In March of 2010, Google, Inc.’s Chief Business Officer contacted Nash, VSL’s
18 Chief Executive Officer, to discuss a possible acquisition of VSL or a buy-out of VSL’s
19 technology. To induce VSL to disclose its trade secrets, Google proposed and drafted a NDA
20 which was signed in April of 2010.

21 119. After the signing of the NDA by Megan Smith (Vice President of Google and
22 Google X at the time), VSL acquiesced to Google’s demand to turn over all trade secrets and
23 working versions of the technology, and VSL even met with Google employees and showed them

24 ⁸ *FTC Charges Deceptive Privacy Practices in Google’s Rollout of its Buzz Social Network*,
25 FEDERAL TRADE COMMISSION (Mar. 30, 2011), <https://www.ftc.gov/news-events/press-releases/2011/03/ftc-charges-deceptive-privacy-practices-googles-rollout-its-buzz> (describing Google’s settlement with the FTC regarding allegations that it used deceptive tactics and violated its own promises to consumers).

26 ⁹ Chloe Albanesius, *FCC Investigating Google Street View Wi-Fi Data Collection*, PC Mag (Nov.
27 10, 2010), <http://www.pcmag.com/article2/0,2817,2372498,00.asp>; Alyssa Newcomb, *Google to Pay \$7 Million Fine for Street View Privacy Breach*, ABC News (March 13, 2013); *Google Fined Over Illegal Wi-Fi Data Capture in Germany*, BBC News (April 22, 2013)

1 how to use the software. Over the next several months, Google employees sent emails to VSL
2 asking for more and more of VSL's proprietary information, which VSL responded to by sending
3 hundreds of physical files and CD-ROM's.

4 *Negotiations breakdown*

5 120. By December of 2010, Google still declined to commit to purchasing either VSL or
6 its technology, and VSL asked for Google to return the documents and information VSL had
7 disclosed to Google pursuant to the NDA.

8 *Google steals the trade secrets and technology*

9 121. In mid to late-August 2011, VSL observed in an article that certain video
10 compression technology that Google was using for the dissemination of video content referred to
11 as WebMVP8 had improved significantly in quality. Additionally, throughout 2012, VSL
12 observed on several occasions that Google's Android operating system for cell phones and tablets,
13 as well as other Google software/systems for the dissemination of video content, had improved
14 significantly in quality. VSL undertook to analyze the publicly available source code for
15 WebMNP8, and VSL discovered coding which was both similar and nearly identical to that
16 underlying the VSL Codec, and which were unique to VSL when VSL disclosed the VSL Trade
17 Secrets to Google in 2010 and were, in fact, present in the code of Android, VP8, and WebM.

18 *Google attempts to box competitors out of the market*

19 122. After completing its theft, Google released to the public—through its open-source
20 code—the trade secrets and proprietary information of VSL, thus effectively terminating any
21 ability for VSL to further develop and commercialize its code. Moreover, Google filed patents on
22 VSL's technology falsely claiming that Google employees invented this technology and with the
23 intent to obtain a monopoly on its newly stolen technology.

24 *Space Data Corp. v. X, Alphabet, Inc., et al.*, 5:16-cv-03260-BLF (N.D. Cal. 2016).

25 123. In 1997 and 1998, Space Data was developed by two MIT engineers to build a
26 constellation of floating balloons, each linked to the other, communicating from the stratosphere to
27 earth-based mobile devices. Instead of a laborious and expensive terrestrial buildout, Space Data
28 envisioned an array of inexpensive floating balloons, quickly and cheaply creating a stratospheric

1 communications platform, thereby bringing Internet to all.

2 124. Over years of development, and \$75 million of private investment, Space Data
3 perfected its technology. It filed for its first patent in 1999, and now owns many foundational
4 patents. Space Data's technology has been purchased by the U.S. military and deployed in Iraq
5 and other war theaters. Space Data also has numerous private sector commercial customers, *e.g.*
6 oil service companies needing network coverage in remote areas to monitor oil wells and
7 pipelines.

8 *Meetings with Google and signing of the NDA*

9 125. Beginning in the fall of 2007, Google began a detailed technical due diligence of
10 the Space Data business, finances, and technology. Space Data and Google executives first met at
11 the Google campus in September of that year where Space Data put on a presentation of basic and
12 public information on the Space Data platform. Google cofounders (Larry Page and Sergey Brin)
13 attended this presentation.

14 126. On December 4, 2007 Google forwarded its standard Mutual Non-Disclosure
15 Agreement to Space Data. Pursuant to the NDA, Space Data disclosed proprietary information to
16 Google, in order to aid Google in its technical evaluation and pre-acquisition Space Data due
17 diligence. This proprietary information included trade secrets regarding both the technology at
18 issue as well as Space Data's financials, customers, and business strategies. By the end of
19 January, Google had evaluated Space Data's technical and financial information and wanted to
20 schedule a full day technical inspection and due diligence visit at the Space Data headquarters in
21 Arizona.

22 127. Google's team, including the two Google cofounders Larry Page and Sergey Brin
23 visited Space Data's Arizona facility on February 15, 2008. When Google arrived, Space Data
24 was flying a commercial constellation of balloons over Louisiana and West Texas, providing
25 Internet access to remote oil rigs. Google's employees took pictures of all of Space Data's
26 equipment and technology during the tour for the purpose of facilitating its theft.

27 *Negotiations breakdown*

28 128. Despite its earlier professed eagerness to acquire Space Data, Google abruptly went

1 dark weeks after this meeting.

2 *Google steals the technology and trade secrets*

3 129. In mid-2011, Larry Page personally directed engineers at Google’s experimental
4 research group to begin planning a balloon-borne internet constellation. This culminated in
5 Google’s “Project Loon” which would launch nearly identical balloons into a particular portion of
6 the stratosphere which would communicate with each other and provide internet access to remote
7 regions. This project was kept secret until 2013, when their first public launch was conducted.
8 The technical information Google released in the next few years was nearly identical to that of
9 Space Data’s. The persons at Google who supposedly invented this technology included
10 engineers who were at Space Data’s Arizona site and otherwise had access to Space Data’s trade
11 secrets.

12 *Google attempts to box competitors out*

13 130. During Google’s secret research stage, Google filed over 100 patent applications
14 fraudulently attempting to patent every aspect of a constellation balloon network. Google
15 incorporated into these patent applications Space Data’s trade secrets and attempted to gain a
16 monopoly over the possibly multi-billion dollar market of bringing internet to portions of the
17 world which do not have it. The U.S Patent office eventually ruled that Google’s rights to these
18 patents were inferior to Space Data. Despite this, Google continues to advance Project Loon and
19 use Space Data’s trade secrets and intellectual property to this day.

20 *Be In, Inc. v. Google, Inc., et al.*, 5:12-cv-03373-LHK (N.D. Cal. 2012).

21 131. Be In is the creator and developer of CamUp, an award-winning social
22 entertainment consumption platform that allows a group of friends to simultaneously watch, listen,
23 chat and collaborate around shared videos, music, and other media—such as educational content
24 and documents—in a real-time, trusted environment.

25 132. Since 2007, Be In has devoted extensive time, resources and ingenuity to creating
26 the unique design, technology, and infrastructure for its platform, as well as proprietary strategies
27 for integrating that platform into established content, and social media platforms.

28 *Meetings with Google and signing of an NDA*

1 133. In May 2011, approximately two months after Be In publicly unveiled CamUp at
2 South By Southwest (“SXSW”) in Austin, Texas (in a booth next to Google’s), Be In met with a
3 high-level Google executive to discuss Be In’s vision and strategy for how the CamUp platform
4 could transform Google’s business with respect to social media, advertising, and analytics. After
5 signing an NDA, Be In disclosed to Google during the meeting, in detail, its strategy for—among
6 other things—using CamUp’s platform to implement a social entertainment strategy for YouTube
7 and other Google products, and thus to create community and social context around Google’s vast,
8 anonymous user base.

9 *Negotiations breakdown*

10 134. Google responded enthusiastically to CamUp and Be In’s social entertainment
11 integration strategy, and asked Be In to provide even more information, in writing, following the
12 meeting. The next day, Be In emailed Google a summary of its proprietary social integration
13 strategy. After Be In shared its strategic roadmap, Google abruptly terminated all communications
14 with Be In, refusing to respond to e-mails seeking to arrange follow-up steps discussed during
15 their meeting.

16 *Google steals the technology and trade secrets*

17 135. In June 2011, approximately one and a half months after Plaintiff’s disclosure,
18 Google launched Google+. As part of Google+, Google launched “Hangouts”—an integrated
19 social entertainment consumption platform which is virtually identical to CamUp. It allows
20 groups of friends from within the Google+ social network to “hangout” together in a familiar
21 online room, simultaneously watching, listening, chatting and collaborating around shared media
22 and video. Before Google launched Hangouts, no company other than CamUp had created this
23 type of social entertainment consumption platform.

24 136. Google not only copied Be In’s unique entertainment consumption platform but
25 also implemented, and continues to implement on a step-by-step basis, each of the proprietary
26 business strategies Be In disclosed to Google in confidence.

27 *Digital Envoy, Inc. v. Google, Inc.*, C-04-01497-RS (N.D. Cal. 2005)

28 137. Digital Envoy was the inventor and market leader in IP Intelligence technology

1 which essentially delivers specific information about a visitor to a website, including: geographic
2 location down to the closest city, connection speed and, in some cases, the industry in which the
3 visitor works. The Internet contains more than 4 billion IP addresses, which incorporate no
4 geographical information. Digital Envoy's proprietary technology essentially maps the Internet's
5 ever-changing topology and overlays a geographical map which allows the technology to tie an IP
6 address to a geographic location.

7 *Meetings with Google and signing of an NDA*

8 138. In November 2000, Google and Digital Envoy began to negotiate a license
9 agreement whereby Google would have use of Digital Envoy's IP Technology to obtain the
10 geographic location of visitors to its website to sell geographically targeted "paid links" on its own
11 website.

12 139. Under the Agreement, Google is expressly prohibited from selling, licensing,
13 distributing, sharing or otherwise giving, in any form, the Database Libraries to any other party or
14 using it outside of Google's site.

15 *Google unilaterally expands its license and misappropriates Digital Envoy's trade secrets*

16 140. In May-June 2003, Google launched a new program which it called "Google
17 AdSense" wherein Google would supply advertisements to any content-based website which
18 signed up. This technology put Google's advertisements not only on Google's search pages, but
19 also on third-party sites. Thus, Google unilaterally made the decision to license Digital Envoy's
20 proprietary information to third parties without permission or any additional compensation to
21 Digital Envoy.

22 141. In February 2004, Digital Envoy notified Google that it considered Google's use of
23 Digital Envoy's IP Intelligence technology and Database Libraries to provide geographically
24 targeted advertising on third party websites to be unauthorized under the Agreement. Google
25 admitted to its conduct but refused to stop its improper behavior and continued to use Digital
26 Envoy's trade secrets in an unauthorized manner. AdSense has made tens of billions of dollars at
27 the expense of Digital Envoy.

28 ***PayPal, Inc., et al. v. Google, Inc., et al.***, 1-11-CV-201863, (Santa Clara Superior Ct., Cal.,

1 2014).

2 142. PayPal is the world's leading online payment processor and a leader in the
3 multibillion-dollar mobile payment industry.

4 *Meetings with Google*

5 143. From 2008 to 2011, Google and PayPal were negotiating a commercial deal where
6 PayPal would serve as a payment option for mobile app purchases on Google's Android Market.
7 During that time, PayPal provided Google with an extensive education in mobile payments.
8 Osama Bedier was the senior PayPal executive accountable for leading negotiations with Google
9 during this period.

10 *Negotiations breakdown*

11 144. PayPal and Google had a deal finalized and signature-ready on October 26, 2010.
12 By that time, unknown to PayPal, Bedier had just finished a series of job interviews with Google
13 senior executives, culminating with a meeting on October 21 between Bedier, Google Senior Vice
14 President Jonathan Rosenberg & and then-President of Google Larry Page.

15 145. Though Google's leadership had directed negotiations toward the October 26
16 finalization months earlier, it now balked when presented with the very deal they had requested.
17 The companies had a term sheet, a two-phase rollout with dates, and all other details nailed down.
18 But, in the interim, Google's leadership had interviewed Bedier.

19 *Google steals the technology and trade secrets*

20 146. Rather than go through with the deal, Google hired PayPal's Vice President of
21 Platform, Mobile, and New Ventures (who was negotiating on behalf of PayPal at the time) and
22 put him in charge of all of Google's mobile payments and what would become Google Wallet.
23 Google then developed Google Wallet through the use of stolen trade secrets gained through their
24 prior negotiations and through hiring an employee (who had signed an NDA) to disclose such
25 trade secrets to Google.

26 *VoiceOne Comm., LLC v. Google, Inc., et al.*, 12-cv-9433 (S.D.N.Y. 2012)

27 147. VoIP and VoiceOne spent many years developing proprietary, patented and
28 confidential transmission technologies for the delivery of voice communications over the Internet.

1 This technology included the ability for the owner of a website to allow its visitors to initiate a
2 voice call on the website, successfully transmit through both the Internet and the traditional
3 telephone network, and connect with an individual using a traditional telephone. This technology,
4 also known as “Click to Call,” enables users to immediately speak with merchants or other third
5 parties simply by clicking a link on a website. The “Click to Call” technology includes software
6 programs and algorithms for which they held a copyright.

7 *Meeting with Google and signing of an NDA*

8 148. On or about September 1, 2005, plaintiff VoiceOne and Google entered into a
9 written Master Services Agreement, which included a non-disclosure provision. Pursuant to the
10 Agreement, VoiceOne agreed to and did provide Google with proprietary, patented, and
11 confidential technology, including the “Click to Call” technology, described in the preceding
12 paragraph.

13 149. VoiceOne provided Google with proprietary and confidential information
14 including, without limitation, source codes, algorithms, training, expertise, and know-how to
15 enable Google to learn how to monetize internet-telephony through Click to Call technology for a
16 myriad of its products.

17 *Google breaks-up the relationship*

18 150. In or about January 2007, Google unilaterally provided notice to VoiceOne that it
19 was terminating the Agreement, based on a purported unauthorized disclosure that identified
20 Google as a VoiceOne customer.

21 *Google blatantly steals VoiceOne’s copyrights and trade secrets*

22 151. On or about August 28, 2006, Google and Ebay announced a multiyear agreement
23 and plans to “integrate and launch ‘click-to-call’ advertising functionality” that would allow users
24 to initiate a “call to participating eBay merchants or Google advertisers directly from either
25 company’s respective sites, using Skype or Google Talk.”

26 152. Google’s new technology continued to incorporate in VoiceOne’s trade secrets
27 after Google ended the relationship with VoiceOne and still continued to use the copyright for
28 “click-to-call” willfully and illegally.

1 **c. Theft of others intellectual property is the Google and Flux Factory**
2 **Enterprise’s regular way of doing business**

3 153. Violations of RICO predicate acts (e.g. theft of trade secrets and criminal
4 infringement of copyright) are the regular way of conducting Defendants’ businesses. The
5 previous non-exclusive list of acts of racketeering evidences a pattern of racketeering, the acts of
6 which are related, not isolated, and continue to date by threat of further operation of Defendants’
7 business and through Defendants continued use of already stolen trade secrets for profits. Based
8 on all of the following, Defendants have demonstrated that their regular way of doing business is
9 through racketeering (e.g. by theft of trade secrets and criminal infringement of copyright) such
10 that they are liable for harm done to others by their acts of racketeering under the Federal
11 Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*

12 **6. Larry Page, Sergey Brin, Google, Inc., and its associates have**
13 **participated in a criminal enterprise**

14 154. Each Plaintiff is a “person” within the meaning of 18 U.S.C. §§ 1961(3); 1964(c).

15 155. Each Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and
16 1962(c).

17 156. Google, Inc., the employees of Google, including the Individual Defendants, who
18 participated in “Project Genie,” along with the Plaintiffs, constituted an association-in-fact, that is,
19 an “enterprise” (the “Google Enterprise”) within the meaning of 18 U.S.C. §§ 1961(4) and
20 1962(c), and, at all relevant times, were engaged in, and the activities of which affected, interstate
21 and/or foreign commerce within the meaning of 18 U.S.C. §§ 1961(4); 1962(c). The Google
22 Enterprises had two purposes, one lawful: (1) the use and development of Plaintiffs’ trade secrets;
23 and one unlawful: (2) the theft and misappropriation of Plaintiffs’ trade secrets. At all relevant
24 times, Google was the mastermind behind each purpose. The Plaintiffs were the unwitting victims
25 of the unlawful purpose. When “Project Genie” was spun off into Flux Factory, Inc., Individual
26 Defendant Chim became the CEO of Flux Factor, Inc., and Individual Defendant Teller became
27 chairman of its board of directors. Google remained the mastermind behind Flux Factory, Inc.

28 157. Employees of Google, including the Individual Defendants, who participated in
“Project Genie” were merged by Google into Flux Factory, Inc., a corporation, that is, an

1 “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), and, at all relevant times,
2 were engaged in, and the activities of which affected, interstate and/or foreign commerce within
3 the meaning of 18 U.S.C. §§ 1961(4); 1962(c). Google remains as the mastermind behind the
4 unlawful scheme to steal and misappropriate; Individual Defendant Chim became the CEO of Flux
5 Factory, Inc., and Individual Defendant Teller became chairman of its board of directors.

6 158. Google, and employees of Google, including the Individual Defendants, operated
7 the business and financial affairs of “Project Genie,” the Google Enterprise, and Flux Factory,
8 Inc., (enterprises under RICO) through a pattern of racketeering, theft and misappropriation of
9 trade secrets within the meaning of 18 U.S.C. §§ 2, 1832, 1961(1) (B), 1961 (5), 1962(c), and
10 continue to do so.

11 159. Google’s and the Individual Defendants’ pattern of racketeering and corresponding
12 violations of 18 U.S.C. § 1962(c) proximately and/or directly caused the Plaintiffs to suffer injury
13 to their business and/or property (theft and misappropriation of trade secrets) within the meaning
14 of 18 U.S.C. § 1964(c), and continue to do so. Plaintiffs’ damage to business and property was
15 and is reasonably foreseeable and anticipated as a substantial factor and natural consequence of the
16 pattern of racketeering by Google and the Individual Defendants.

17 **7. Defendants have committed acts of racketeering causing harm to**
18 **Plaintiffs**

19 160. 18 U.S.C. § 1832 (Theft of Trade Secrets), in relevant part, provides:

20 (a) Whoever, with intent to convert a trade secret, that is related to a product or
21 service used in or intended for use in interstate or foreign commerce, to the
22 economic benefit of anyone other than the owner thereof, and intending or knowing
23 that the offense will, injure any owner of that trade secret, knowingly--

24 (1) steals, or without authorization appropriates, takes, carries away, or
25 conceals, or by fraud, artifice, or deception obtains such information;

26 (2) without authorization copies, duplicates, sketches, draws, photographs,
27 downloads, uploads, alters, destroys, photocopies, replicates, transmits,
28 delivers, sends, mails, communicates, or conveys such information;

(3) receives, buys, or possesses such information, knowing the same to have
been stolen or appropriated, obtained, or converted without authorization;

(4) attempts to commit any offense described in paragraphs (1) through (3);
or

(5) conspires with one or more other persons to commit any offense
described in paragraphs (1) through (3), and one or more of such persons do
any act to effect the object of the conspiracy,

[Commits a criminal offense under this statute].

1 pattern of racketeering within 18 U.S.C. §§ 1961(1)(B) (18 U.S.C. § 1832)(Theft of Trade
2 Secrets)), 1961(5) and 1962(a), and continue to do so, in which they participated as principals
3 within the meaning of 18 U.S.C. § 1961(1)(B)(18 U.S.C. § 1832 (Theft of Trade Secrets)) &
4 1962(a) and to use or invest such income, or the proceeds of such income, and continue to do so,
5 directly or indirectly, in the operation of Google, the Google Enterprise, and Flux Factory (RICO
6 enterprises), which are engaged in, or the operations of which affect, interstate or foreign
7 commerce.

8 168. Plaintiffs hereby incorporate in the pattern of racketeering shown in ¶¶ 112–153.
9 This pattern of racketeering evidences an intent by Defendants to continuously conspire to make
10 income from acts of racketeering (e.g. theft of trade secrets) and to invest and/or use those funds
11 within the greater Google Enterprise.

12 169. Moreover, Google, the Individual Defendants, and Flux Factory, Inc., conspired
13 with certain venture capital firms (Does 1, 2, and 3) in order to assist in the development of the
14 Flux Enterprise.

15 170. Does 1, 2, and 3 knew that Google, the Individual Defendants, and Flux Factory,
16 Inc., constituted an enterprise which was engaged in a pattern of racketeering and that Flux
17 Factory, Inc. was only one of many thefts which had occurred both in the past and which were to
18 occur in the future. Does 1, 2, and 3 invested in Google with the intent of aiding the criminal
19 enterprise in the investment and use of income earned from acts of racketeering (e.g. theft of trade
20 secrets).

21 171. Evidence of Does 1, 2, and 3's knowledge of the pattern of criminal activity is
22 evidenced by: a) there was a rotating door of employees and managers between Does 1, 2, and 3,
23 Google, Inc., Google Ventures, and Google X during the time of the predicate acts mentioned
24 above; b) Does 1, 2, and 3 jointly invested with Google in other ventures which were made
25 possible by the thefts described above; and c) Does 1, 2, and 3 conducted extensive due diligence
26 on Flux Factory, Inc. before investing in the company and knew the company was built upon the
27 theft of Mr. Attia's trade secrets and would only profit from the continuing illegal use of such.
28 Does 1, 2, and 3 invested and assisted the illegal enterprise because the venture capital firms had

1 previously made substantial amounts of money when Google purchased several other entities the
2 venture capital firms had put money into. The venture capital firms and Google thus had an
3 understanding they would provide capital to Google’s riskier investments coming out of Google
4 X—such as Flux—and Google would purchase the venture capital firms more developed products.
5 Additionally, Does 1, 2, and 3 invested in Flux Factory with the hope that more companies would
6 split out of and “graduate” from Google X and that they would be given the opportunity to invest
7 into those projects for substantial profit. Does 1, 2, and 3 made such agreement with knowledge
8 that Google’s regular way of doing business was through acts of racketeering and that any new
9 investments would be tainted by such.

10 172. Google, the Individual Defendants, and Flux Factory knew and acted with intent to
11 steal and misappropriate Plaintiffs’ trade secrets, a violation of 18 U.S.C. § 1832 (Theft of Trade
12 Secrets), and would (and continue to) cause Plaintiffs to suffer injury to their business and
13 property, that is, lost profits and business opportunities. The gross profits, including salaries
14 and/or bonuses, of Google and the Individual Defendants ought in fairness and equity to be
15 disgorged and paid to the Plaintiffs.

16 **SIXTH CAUSE OF ACTION**
17 **(For racketeering under 18 U.S.C. §1962(d) [Conspiracy to violate subsection (c)—**
18 **Conducting or participating in racketeering], against all Defendants)**

19 173. Plaintiffs re-allege, and incorporate herein by reference, as though fully set forth,
20 paragraphs 1-172.

21 174. Each Plaintiff is a “person” within the meaning of 18 U.S.C. §§ 1961(3); 1964(c).

22 175. Each Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and
23 1962(d) [Conspiracy to violate (c)].

24 176. Google, the Google Enterprise, and Flux Factory, Inc., are “enterprises” within the
25 meaning of 18 U.S.C. §§ 1961(4) and 1962(c), and, at all relevant times, were engaged in, and the
26 activities of which affected, interstate and/or foreign commerce within the meaning of 18 U.S.C.
27 §§ 1961(4); 1962(d) [Conspiracy to violate (c)].

28 177. Google, the Individual Defendants, and Flux Factory, Inc., conspired with each
other within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(c), that is, Google,

1 the Individual Defendants, and Flux Factory, Inc., conspired among themselves to operate Google,
2 the Google Enterprise, and Flux Factory by a pattern of racketeering within 18 U.S.C. §§ 1961 (1)
3 (B) (18 U.S.C. §1832)(Theft of Trade Secrets)), 1961(5) and 1962(d) (conspiracy to participate in
4 acts of racketeering), and continue to do so. Google, the Individual Defendants, and Flux Factory,
5 Inc., conspired with each other to operate Google and Flux Factory by a pattern of racketeering
6 within the meaning of 18 U.S.C. § 1961 (1) (B)(18 U.S.C.§ 1832 (Theft of Trade Secrets)),
7 1962(d) (conspiracy to participate in acts of racketeering) in the operation of Google, the Google
8 Enterprise, and Flux Factory, Inc., (RICO enterprises), which are engaged in, or the operations of
9 which affect, interstate or foreign commerce.

10 178. Plaintiffs hereby incorporate in the pattern of racketeering shown in ¶¶ 112–153.
11 This pattern of racketeering evidences an intent by Defendants to continuously conspire to
12 participate in acts of racketeering (e.g. theft of trade secrets) within the greater Google Enterprise.

13 179. Google, the Individual Defendants, and Flux Factory knew and acted with intent
14 to steal and misappropriate Plaintiffs’ trade secrets, a violation of 18 U.S.C. § 1832 (Theft of
15 Trade Secrets), and would (and continue to) cause Plaintiffs to suffer injury to their business and
16 property; that is, lost profits and business opportunities. The gross profits, including salaries
17 and/or bonuses, of the Individual Defendants and Google ought in fairness and equity to be
18 disgorged and paid to the Plaintiffs.

19 **SEVENTH CAUSE OF ACTION**
20 **(For racketeering under 18 U.S.C. §1962(b) [Use of racketeering to gain an interest in an**
Enterprise], against Google, Inc., Larry Page, and Sergey Brin)

21 180. Plaintiffs re-allege, and incorporate herein by reference, as though fully set forth,
22 paragraphs 1-179.

23 181. Each Plaintiff is a “person” within the meaning of 18 U.S.C. §§ 1961(3); 1964(c).

24 182. Each Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and
25 1962(b).

26 183. Eli Attia Architect, P.C., is an “enterprise” (the Attia Enterprise) within the
27 meaning of 18 U.S.C. §§ 1961(4) and 1962(b), and, at all relevant times, was engaged in, and the
28 activities of which affected, interstate and/or foreign commerce within the meaning of 18 U.S.C.

1 §§ 1961(4); 1962(b).

2 184. Google, the Individual Defendants, and Flux Factory, Inc., engaged in a pattern of
3 racketeering, the purpose of which, ostensibly, was to develop the Attia Enterprise's trade secrets
4 for market. However, in truth, the purpose was to acquire and maintain an interest in the Attia
5 Enterprise; that is, to steal and misappropriate the Attia Enterprise's trade secrets. Their true
6 purpose was successful and their corresponding violation of 18 U.S.C. § 1962(b) proximately
7 and/or directly caused the Plaintiffs and the Attia Enterprise to suffer injury to their business
8 and/or property (theft and misappropriation of trade secrets) within the meaning of 18 U.S.C. §
9 1964(b), and continue to do so. Plaintiffs' and Attia Enterprise's damage to business and property
10 was and is reasonably foreseeable and anticipated as a substantial factor and natural consequent of
11 the pattern of racketeering of Google and the Individual Defendants.

12 185. Google, the Individual Defendants, and Flux Factory, Inc., knew and acted with
13 intent to steal and misappropriate the Attia Enterprise's trade secrets, a violation of 18 U.S.C. §
14 1832 (Theft of Trade Secrets), and would (and continues to) cause Plaintiffs to suffer injury to
15 their business and property, that is, lost profits and business opportunities. The gross profits,
16 including salaries and/or bonuses, of Google, the Individual Defendants, and Flux Factory, Inc.
17 ought in fairness and equity to be disgorged and paid to the Plaintiffs.

18 186. Plaintiffs hereby incorporate in the pattern of racketeering shown in ¶¶ 112–153.
19 This pattern of racketeering evidences an intent by Defendants to continuously use acts of
20 racketeering (e.g. theft of trade secrets) to gain an interest in legitimate entities by stealing their
21 trade secrets and then pushing those entities out of the market when they complain about the theft.

22 **EIGHTH CAUSE OF ACTION**
23 **(For racketeering under 18 U.S.C. §1962 (d) [Conspiracy to violate subsection (b)]—use of**
24 **racketeering to gain an interest in an Enterprise], against all Defendants)**

25 187. Plaintiffs re-allege, and incorporate herein by reference, as though fully set forth,
26 paragraphs 1-186.

27 188. Each Plaintiff is a “person” within the meaning of 18 U.S.C. §§ 1961(3); 1964(c).

28 189. Each Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and
1962(d) to (b).

1 190. Eli Attia Architect, P.C., (Attia Enterprise) is an “enterprise” within the meaning of
2 18 U.S.C. §§ 1961(4) and 1962(d) [Conspiracy to violate (b)], and, at all relevant times, was
3 engaged in, and the activities of which affected, interstate and/or foreign commerce within the
4 meaning of 18 U.S.C. §§ 1961(4); 1962(d) [Conspiracy to violate (b)].

5 191. Google, the Individual Defendants, and Flux Factory, Inc., conspired with each
6 other within the meaning of 18 U.S.C. § 1962(d) to violate 18 U.S.C. § 1962(b), that is, Google,
7 the Individual Defendants, and Flux Factory, Inc., conspired among themselves to acquire and
8 maintain an interest in Eli Attia Architect, P.C., by a pattern of racketeering within the meaning of
9 18 U.S.C. §§ 1961 (1) (B) (18 U.S.C. §1832)(Theft of Trade Secrets)), 1961(5) and 1962(d)
10 [Conspiracy to violate (b)], and continue to do so.

11 192. Google, the Individual Defendants, and Flux Factory knew and acted with intent to
12 steal and misappropriate Plaintiffs’ trade secrets, a violation of 18 U.S.C. § 1832 (Theft of Trade
13 Secrets), and knew their corresponding violation within the meaning of 18 U.S.C. §§ 1962(d) to
14 (b) would (and continue to) cause Plaintiffs to suffer injury to their business and property, that is,
15 lost profits and business opportunities.

16 193. Plaintiffs hereby incorporate in the pattern of racketeering shown in ¶¶ 112–153.
17 This pattern of racketeering evidences an intent by Defendants to continuously conspire to use acts
18 of racketeering (e.g. theft of trade secrets) to gain an interest in legitimate entities by stealing their
19 trade secrets and then pushing those entities out of the market.

20 194. Moreover, Google, the Individual Defendants, and Flux Factory, Inc., conspired
21 with certain venture capital firms (Does 1, 2, and 3) in order to assist the enterprise in using acts of
22 racketeering to gain an interest in other enterprises.

23 195. Does 1, 2, and 3 knew that Google, the Individual Defendants, and Flux Factory,
24 Inc., constituted an enterprise which was engaged in a pattern of racketeering and that Flux
25 Factory, Inc. was only one of many thefts which had occurred both in the past and which were to
26 occur in the future. Does 1, 2, and 3 invested in Google with the intent of aiding the criminal
27 enterprise in gaining an interest in other legitimate enterprises through acts of racketeering (e.g.
28 theft of trade secrets).

1 200. Recovery of amounts by which Defendant were unjustly enriched.

2 201. For an order requiring an equitable accounting, the voiding of any unlawful
3 transfers, and that any money or funds and all gross profits that Google or the Individual
4 Defendants acquire or have acquired by their wrongful conduct and any money or funds that Flux
5 Factory, Inc., acquire or have acquired by wrongful conduct be placed into a constructive trust for
6 the sole benefit of the Plaintiffs.

7 202. For restitution and/or disgorgement of all revenues, earnings, gross profits
8 compensation, and benefits that have been obtained by the Defendants as a result of their wrongful
9 conduct.

10 203. Declaratory relief clarifying the parties’ rights under the NDA, ISA, and Sow.

11 204. For Plaintiffs attorneys’ fees and costs in this matter.

12 205. For such other relief as the Court may deem just and proper.

13 Dated: July 24, 2017

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