

EXHIBIT A

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

San Jose Division

SOAProjects, Inc.,

Plaintiff,

v.

SCM Microsystems, Inc. (d/b/a Identive
Group) and Kamal Kant Gupta,

Defendants.

Case Number: CV-10-1773-LHK

FIRST AMENDED COMPLAINT

- 1. Violations of Computer Fraud and Abuse Act (18 U.S.C. §1030)**
- 2. Violations of the Computer Data Access and Fraud Act (Cal. Penal Code §502)**
- 3. Trespass to Chattels**
- 4. Breach of Contract**
- 5. Promissory Estoppel**
- 6. Unjust Enrichment**
- 7. Misappropriation of Trade Secrets (Cal. Civ. Code § 3426 *et seq.*)**
- 8. Tortious Interference with Contract**
- 9. Tortious Interference with Prospective Economic Advantage**
- 10. Fraud**
- 11. Trade Libel**
- 12. Unfair Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)**

Jury Trial Demanded

1 SOAProjects, Inc. ("SOAProjects"), by and through its attorneys, Dhillon & Smith
2 LLP, files this Complaint against SCM Microsystems, Inc., d/b/a Identive Group
3 ("SCM") and Kamal Kant Gupta ("Gupta") (collectively, "Defendants") and, upon
4 information and belief, alleges as follows:

5 1. This is an action for violations of the Computer Fraud and Abuse Act (18
6 U.S.C. §1030); violations of the Computer Data Access and Fraud Act (Cal. Penal Code
7 §502); trespass to chattels under California common law; breach of contract under
8 California common law; promissory estoppel under California common law; unjust
9 enrichment under California common law; misappropriation of trade secrets under
10 California Civil Code §3426 *et seq.*; tortious interference with contract under California
11 common law; tortious interference with prospective economic advantage under
12 California common law; fraud under California common law; trade libel under
13 California common law; and unfair business practices under California Business and
14 Professions Code §17200 *et seq.*

15 THE PARTIES

16 2. Plaintiff SOAProjects, Inc. ("SOAProjects") is a corporation duly
17 organized and existing under the laws of the State of California, with U.S. headquarters
18 in Mountain View, California.

19 3. Defendant SCM Microsystems, Inc., d/b/a Identive Group ("SCM") is a
20 corporation duly organized and existing under the laws of the State of Delaware with
21 its principal place of business in Ismaning, Germany.

22 4. Defendant Kamal Kant Gupta ("Gupta") is a former employee of
23 SOAProjects in Mountain View, a citizen of India, and a U.S. permanent resident. Gupta
24 currently resides in Germany.

25 JURISDICTION AND VENUE

26 5. This Court has subject matter jurisdiction over the federal Computer
27 Fraud and Abuse Act pursuant to 18 U.S.C. §1030 and 28 U.S.C. §1331. This Court has
28 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §1367, as they

1 form part of the same case or controversy as the federal claim alleged herein, and
2 under principles of pendant jurisdiction. This Court also has diversity jurisdiction
3 over the state law claims alleged herein pursuant to 28 U.S.C. §1332(a)(3), as there is
4 complete diversity among plaintiff and defendants, and the amount in controversy
5 exceeds \$75,000.

6 6. This Court has personal jurisdiction over SCM because it transacts a
7 substantial amount of business in this district, including certain acts complained of
8 herein.

9 7. This Court has personal jurisdiction over Gupta because he has conducted
10 business in this district, including entering into a contract for employment in this
11 district, and because he has committed torts and statutory violations in this district.

12 8. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) and (c)
13 because a substantial part of the events giving rise to this lawsuit took place in this
14 district. Moreover, venue is proper for both defendants because, pursuant to 28 U.S.C.
15 §1391(d), an alien may be sued in any judicial district.

16 INTRADISTRICT ASSIGNMENT

17 9. Pursuant to Civil Local Rule 3-2(e), this case should be assigned to the San
18 Jose division of this Court because several of the claims alleged arose in Santa Clara
19 County.

20 FACTUAL ALLEGATIONS

21 SOAProjects and SCM Enter Into The Master Agreement

22 10. SOAProjects provides services in risk consulting, financial and
23 information technology projects. Manav Singh (“Singh”) was the Chief Executive
24 Officer (“CEO”) of SOAProjects until October 1, 2009, and a senior executive of
25 SOAProjects at all relevant times.

26 11. SCM, now doing business as “Identive Group,” is a provider of solutions
27 for secure access, secure identity, and secure exchange with offices in Germany, India,
28 Japan, and the U.S.

1 12. In August 2008, SOAProjects and SCM entered into a written Master
2 Agreement (“Master Agreement”), whereby SOAProjects would provide financial and
3 accounting compliance projects (“Projects”) to SCM. This contract was signed on
4 August 18, 2008 by Singh and Oliver Oellers (“Oellers”), then-Vice President of Finance
5 at SCM.

6 13. Pursuant to the Master Agreement, Addendums for Services
7 (“Addendums”) would be created for each respective Project. The Addendums would
8 specify in writing the rate and date for each respective Project, and would be signed by
9 representatives of SOAProjects and SCM.

10 14. The Master Agreement provided that it would be governed by the laws of
11 the State of California.

12 15. The Master Agreement provided that “SCM agrees that, for so long as this
13 Agreement and the original engagement letter is in effect and for a period of one (1)
14 year after its termination SCM will not, for any purpose(s), solicit ...any SOAProjects
15 consultants identified during their consulting services by SOAProjects.”

16 16. The Master Agreement provided that “For each SOAProjects referred
17 individuals hired and/or retained by Company, Company will pay SOAProjects a fee in
18 the amount of Twenty Five percentage (25%) of the annual base compensation agreed to
19 between Company and such individual, which amount will be exclusive of any bonus
20 and/or other contingent or performance-based payments or benefit.”

21 17. Pursuant to an Addendum dated September 1, 2008 and signed by Singh
22 and Oellers on that date, SOAProjects agreed to provide consulting services to SCM in
23 connection with stock administration work, commencing in September 2008.

24 **SOAProjects And Gupta Enter Into The Employment Agreement**
25 **And Confidentiality Agreement**

26 18. On September 17, 2008, SOAProjects and Kamal Kant Gupta (“Gupta”)
27 entered into an Employment Agreement (the “Employment Agreement”).
28

1 19. The Employment Agreement provided that Gupta would be hired as a
2 Senior Manager of SOAProjects as of September 2008, and listed the terms and
3 conditions of Gupta’s employment with SOAProjects.

4 20. Pursuant to the Employment Agreement, and as “Exhibit A” thereto,
5 Gupta and SOAProjects also entered into a Confidentiality Agreement (the
6 “Confidentiality Agreement”). Gupta signed the Confidentiality Agreement on
7 September 17, 2008.

8 21. The Confidentiality Agreement provided that Gupta “agrees at all times
9 during the term of employment and thereafter, to hold in strict confidence, and not to
10 use, except for the benefit of [SOAProjects], or to disclose to any person, firm or
11 corporation without prior written authorization of [SOAProjects], the Confidential
12 Information of [SOAProjects].”

13 22. The Confidentiality Agreement defined “Confidential Information” as
14 “any [SOAProjects] proprietary information, technical data, trade secrets or known-
15 how, including, but not limited to, research, product plans, products, services, customer
16 lists and customers...software developments, inventions, processes, formulas,
17 technology, designs, drawings, engineering, hardware configuration, information,
18 marketing, financial or other business information disclosed to [Gupta] by
19 [SOAProjects] either directly or indirectly in writing, orally or by drawings or
20 observation,” and not including information that has “become publicly known and
21 made generally available through no wrongful act of [Gupta].”

22 23. By signing the Confidentiality Agreement, Gupta acknowledged that
23 nondisclosure of SOAProjects’ proprietary or confidential information, technical data,
24 trade secrets or know-how was a material term of his employment with SOAProjects,
25 and remained in effect after such employment terminated.

**SOAProjects' Confidential And Proprietary Information And Trade Secrets,
And Gupta's Access Thereto**

1
2
3 24. SOAProjects maintains a computer server-based Virtual Private Network
4 (the "VPN"), access to which is password-protected and is strictly limited to
5 SOAProjects employees. SOAProjects employees must be logged in to the VPN in order
6 to send or receive work emails using Outlook; access the SOAProjects server, including
7 employee personal files; or access confidential SOAProjects client information,
8 including work papers and other documents relating to specific clients. Also stored on
9 the VPN are many of SOAProjects' Trade Secrets. Only a limited number of privileged,
10 high-level SOAProjects professional accounting employees—less than half of all
11 SOAProjects employees— are authorized to use the VPN to access SOAProjects' Trade
12 Secrets.

13 25. SOAProjects subscribes to, pays for and uses several licensed research
14 tools, one of which is the PwC Comperio database (licensed from the accounting firm
15 Pricewaterhouse Coopers), in its business. SOAProjects possesses passwords and login
16 information to the licensed research tools. These passwords and login information are
17 proprietary, confidential and carefully guarded by SOAProjects, and are only shared
18 with a limited number of high-level SOAProjects employees.

19 26. SOAProjects creates and updates documents internally referred to as its
20 "White Papers," which consist of analyses, summaries and methodologies of data,
21 research, and information that have been gathered and synthesized by SOAProjects
22 professional accounting employees, either from their collective knowledge and
23 experience, or from SOAProjects' licensed research tools. The White Papers are
24 valuable, highly proprietary and confidential, and constitute protectable trade secrets
25 belonging to SOAProjects.

26 27. SOAProjects possesses business and marketing strategies, pricing
27 information, current and prospective customer lists, customer information (including
28

1 work papers and other documents relating to specific clients), products and designs,
2 which are proprietary, confidential and constitute protectable trade secrets.

3 28. SOAProjects' Trade Secrets include, but are not limited to, the following:
4 White Papers, strategies, pricing information, current and prospective customer lists,
5 customer information (including work papers and other documents relating to specific
6 clients), products, and designs (collectively, the "Trade Secrets"). In addition,
7 SOAProjects possesses other proprietary and confidential information, including its
8 passwords and login information to its licensed research tools and to the VPN.

9 29. SOAProjects carefully guards and protects its Trade Secrets and other
10 proprietary and confidential information to ensure that this information is not
11 accessible to the public, and is only accessible to a limited number of high-level
12 SOAProjects employees, most of whom are in the company's technical accounting
13 group.

14 30. In its efforts to guard SOAProjects' Trade Secrets and other confidential or
15 proprietary information, SOAProjects requires all employees to sign agreements
16 containing reasonable restrictive covenants, which typically prohibit the employee from
17 taking or disclosing proprietary information or Trade Secrets.

18 31. Throughout his employment with SOAProjects, Gupta was a senior
19 employee in the technical accounting group, and had privileged access to SOAProjects'
20 closely-guarded Trade Secrets and other proprietary and confidential information,
21 including the passwords and login information to the VPN and SOAProjects' licensed
22 research tools, including the PwC Comperio database.

23 **Gupta Provides Services To SCM As An Employee Of SOAProjects**

24 32. During his time as a Senior Manager of SOAProjects, a substantial portion
25 of Gupta's work involved providing financial consulting and compliance services to
26 SOAProject's client, SCM.

27 33. While working for SOAProjects, Gupta managed SCM's filings with the
28 Securities and Exchange Commission; managed SCM's worldwide corporate

1 accounting and consolidation; managed all of SCM's merger and acquisition activity;
2 managed SCM's period-end closings; and managed all of SCM's technical accounting.

3 34. Pursuant to an Addendum dated August 19, 2009 (the "August 19, 2009
4 Addendum") and signed by Singh and then-CFO and Managing Director of SCM,
5 Stephen Rohaly, SCM contracted with SOAProjects to provide financial consulting and
6 compliance services at one of SCM's subsidiaries, Hirsch Electronics ("Hirsch") in Santa
7 Ana, California, "commencing in August 2009...for the fiscal year 2009."

8 35. During his time at SOAProjects, Gupta worked on a proposal (the
9 "Proposal"), whereby SOAProjects would assist with SCM's financial consulting and
10 compliance work. Gupta and SCM worked together to identify the scope of the
11 Proposal, based on SCM's needs and financial restrictions.

12 **SCM Solicits Gupta In Violation Of The Master Agreement, And SCM And**
13 **SOAProjects Subsequently Form The Employment Transition Agreement**

14 36. On or before October 2009, SCM began soliciting Gupta for employment
15 with SCM, in direct violation of the Master Agreement's non-solicitation clause.

16 37. In an e-mail dated October 27, 2009, Gupta informed Singh that, during a
17 call between Gupta and SCM's CFO, the CFO told Gupta "in confidence" that SCM
18 would like to hire Gupta as Vice President of Finance, to replace Oellers, who was
19 leaving SCM in December 2009. In the e-mail, Gupta stated that he hadn't yet
20 "committed or told [the CFO] anything on this." Recognizing their potential exposure
21 to claims from SOAProjects for breach of contract and other potential claims, SCM and
22 Gupta initiated negotiations with SOAProjects to allow Gupta to join SCM without
23 incurring liability or litigation, and to facilitate a smooth transition of Gupta to SCM.

24 38. Following several weeks of negotiations, SOAProjects and SCM entered
25 into a new contract (the "Employment Transition Agreement"), whereby SOAProjects
26 agreed not to seek enforcement of the non-solicitation clause of the Master Agreement
27 or assert other potential claims, and to facilitate a smooth employment transition of
28 Gupta to SCM's employment, in exchange for SCM's agreement to pay SOAProjects a

1 fee of 25% of Gupta's annual base compensation at SCM, as required by the Master
2 Agreement, as well as SCM's promise to continue to engage SOAProjects for all
3 technical accounting projects as required for at least the fiscal years 2010 and 2011, and
4 to consider SOAProjects for future projects. SCM further agreed that Gupta would not
5 be hired to perform "in-house" the identical services for which SCM had contracted
6 with SOAProjects, and that SOAProjects would continue to perform the bulk of that
7 work.

8 39. On November 22, 2009, Gupta emailed Singh and confirmed in writing
9 that, upon Gupta's transition to SCM, "SOAProjects will make 25% of my salary
10 upfront which will be \$53,250 which is equivalent of 444 hours. So if there is a 20-35%
11 reduction of work due to the fact that I am there now, that will be covered through this
12 upfront payment." In this e-mail, Gupta also represented that "In addition, I will make
13 sure SOAProjects continue [sic] to do the [financial consulting and compliance services]
14 work in Southern California. Also, I will try to have SOAProjects do the [financial
15 consulting and compliance services] work for SCM in Germany..."

16 40. In his November 22, 2009 email to Singh, Gupta further confirmed that
17 "My job at SCM will be mainly involved with operations responsibility and not
18 necessarily writing the actual technical memos, etc. I will be mainly involved in
19 managing and reviewing the work and therefore SCM will still need assistance from
20 SOAProjects for quite a lot [sic] technical accounting work."

21 41. On or about November 26, 2009, Wimmer, Gupta and Singh participated
22 in a conference call in which Wimmer represented that, in consideration of
23 SOAProjects' agreement not to seek enforcement of the non-solicitation clause of the
24 Master Agreement or other potential causes of action, and its agreement to facilitate a
25 smooth transition of Gupta to SCM's employment, SCM would pay SOAProjects a fee
26 in the amount of 25% of Gupta's salary; would continue to use SOAProjects for all
27 technical accounting projects as required, and all U.S. securities compliance projects in
28 Santa Ana and Germany, for at least the fiscal year 2010 and 2011; and would continue

1 to engage SOAProjects' services for future projects. Wimmer also confirmed that Gupta
2 would not be hired to perform "in-house" the same services for which SCM had
3 contracted with SOAProjects, and that SCM would still need substantial assistance from
4 SOAProjects for technical accounting work.

5 42. In an email dated December 3, 2009, Wimmer thanked Singh for his
6 "understanding of hiring Kamal," and attached a letter documenting SCM's intent to
7 continue its engagement with SOAProjects (the "December 3, 2009 Letter").

8 43. In the December 3, 2009 Letter, Wimmer stated "I would like to hereby
9 confirm our agreement that SCM intends to continue to use SOAProjects for all
10 technical accounting projects as and when required and all [financial consulting and
11 compliance services] projects in Santa Ana and Germany, to the extent possible, at least
12 for fiscal year 2010 and 2011. As discussed, the hiring of Mr. Kamal Kant [Gupta] does
13 not mean that SCM intend [sic] not to use SOAProjects services in the future; on the
14 contrary, we intend to continue to engage your team for projects as appropriate. We
15 appreciate you making this exception for us and your support in the hiring of Mr.
16 Kamal Kant to SCM."

17 44. In an email dated December 14, 2009, Wimmer wrote to Singh, stating "I
18 would like to thank you personally for the support given to me and SCM! It has been
19 great having you as a business partner, and I very much enjoyed working with you,
20 even more, going out for lunches or dinners! I hope the recent discussions about
21 Kamal's future plans have not disturbed this to [sic] much, but will even be the basis for
22 stronger relationships going forward!"

23 45. SOAProjects reasonably relied on SCM's oral and written representations
24 that SOAProjects would be adequately compensated for declining its right to enforce
25 the non-solicitation clause of the Master Agreement and for facilitating a smooth
26 transition of Gupta to SCM.

27 46. In reasonable reliance on SCM's promises, SOAProjects continued to
28 allow Gupta access to its Trade Secrets, confidential and proprietary business

1 information, VPN, and licensed research tools, including the PwC Comperio database,
2 during the time before he officially entered SCM's employment.

3 47. In reasonable reliance on SCM's promises, SOAProjects did not take
4 additional security precautions with respect to Gupta's access to and use of confidential
5 SOAProjects' information, did not change the passwords to the VPN, and did not
6 change the login information to SOAProjects' licensed research tools, including the PwC
7 Comperio database. SOAProjects would have taken these additional security
8 precautions to prevent theft and misappropriation had it not relied in good faith on the
9 representations made by SCM regarding Gupta's employment transition, and SCM's
10 intention to continue to use SOAProjects for the bulk of the work it had previously
11 performed.

12 48. In reasonable reliance on SCM's promises, SOAProjects did not reallocate
13 employees and resources designated to service SCM's client account to other client
14 accounts, which SOAProjects would have done absent its reasonable reliance.

15
16 **Gupta Leaves SOAProjects, Turns In His Computer,
17 And Joins SCM**

18 49. In an e-mail to Singh dated December 3, 2009, Gupta tendered his
19 resignation from SOAProjects and indicated his intent to rent his home, sell his cars,
20 and "move to Germany in the first week of January 2010."

21 50. During his employment with SOAProjects, Gupta was assigned an
22 employee computer (the "Computer") to use for SOAProjects business. This Computer
23 belonged to SOAProjects and was used for interstate commerce and communication.

24 51. Between November 10, 2009 and December 3, 2009, Gupta created files
25 (the "Files") on his Computer. The Files contained copies of all the confidential
26 information from at least four clients Gupta had worked with during his employment at
27 SOAProjects, as well as copies of SOAProjects' proprietary technical documents and
28 copies of SOAProjects' White Papers. From November 10, 2009 through December 3,

1 2009, there was no business justification for Gupta to place copies of SOAProjects'
2 White Papers or client files on his Computer. He did so without authorization from
3 SOAProjects.

4 52. Gupta's last working day at SOAProjects was December 24, 2009. On that
5 date, Gupta returned his Computer to SOAProjects' Human Resources Director,
6 Namitha Sajeev ("Sajeev"), at her office in SOAProjects' Mountain View offices.

7 53. When Gupta returned the Computer to Sajeev on December 24, 2009,
8 Sajeev locked the Computer in a drawer in her office, where it remained without being
9 accessed until January 8, 2010, when Gupta returned to request access to the Computer.

10 54. On Gupta's last day of employment, SOAProjects terminated Gupta's
11 access to the VPN.

12 55. Upon information and belief, and as reflected on Gupta's profile on the
13 online professional network "LinkedIn," Gupta is currently employed at SCM, as the
14 Vice President of Finance and Corporate Controller at SCM.

15 56. Upon information and belief, and as reflected on Gupta's profile on the
16 online professional network "LinkedIn," the financial consulting and compliance
17 services Gupta currently provides to SCM as an SCM employee are identical to the
18 financial consulting and compliance services Gupta previously provided to SCM as an
19 SOAProjects employee, and include managing SCM's filings with the Securities and
20 Exchange Commission; managing SCM's worldwide corporate accounting and
21 consolidation; managing all of SCM's merger and acquisition activity; managing SCM's
22 period-end closings; and managing all of SCM's technical accounting.

23 **Gupta Steals SOAProjects' Trade Secrets**
24 **And Other Proprietary and Confidential Information**

25 57. On or about January 8, 2009, more than two weeks after resigning from
26 SOAProjects and turning in his employee Computer, Gupta returned to SOAProjects'
27 Mountain View office and told SOAProjects' front desk receptionist, Nileena Menon
28

1 (“Menon”), that he needed to access the Computer. Gupta told Menon that Singh had
2 given Gupta permission to take the Computer home with him overnight.

3 58. Upon information and belief, when Gupta told Menon that Singh had
4 given him permission to take the Computer home with him, Gupta knew that Singh
5 had not given him permission to access the Computer or take it home with him, for any
6 purpose.

7 59. Upon information and belief, when Gupta told Menon that Singh had
8 given him permission to take the Computer home with him, he knew that Singh was
9 not in the office, but rather was in India, thirteen time zones away. Thus, Gupta knew
10 that it would be impossible for Menon to verify Gupta’s claim that Singh had
11 authorized his access to the Computer.

12 60. Menon reasonably relied on the representations of Gupta, whom she
13 knew to be a former professional employee of SOAProjects. Accordingly, Menon
14 removed the Computer from the locked drawer of Sajeev’s office, where it had been
15 kept since December 24, 2010, and allowed Gupta to take the Computer home with him.

16 61. On the evening of January 8, 2010, while the Computer was in Gupta’s
17 possession, Gupta telephoned Sajeev and asked her for the password to log on to
18 SOAProjects’ VPN, telling her that the VPN was not working. During this call, Gupta
19 told Sajeev that Singh had given him permission to access the Computer. Sajeev
20 reasonably relied on the representations of Gupta, whom she knew to be a former
21 professional employee of SOAProjects, and gave him a password to log onto the VPN.

22 62. Upon information and belief, while using the Computer, Gupta logged on
23 to the VPN and had access to not only his contact lists—which also were accessible on
24 the Computer hard drive—but also SOAProjects’ White Papers, strategies, pricing
25 information, current and prospective customer lists, customer information (including
26 work papers and other documents belonging to the client), products and designs, and
27 other confidential or proprietary business information belonging to SOAProjects. These
28

1 materials were not publicly known, were at all times carefully guarded by SOAProjects,
2 and were restricted to high-level SOAProjects employees.

3 63. Upon information and belief, while using the Computer on January 8 and
4 January 9, 2010, Gupta accessed his Files and his employee folder on the VPN, which
5 contained SOAProjects' Trade Secrets and proprietary and confidential information.

6 64. On January 9, 2010, at 3:51 p.m., Gupta used the Computer to send an e-
7 mail (the "January 9, 2010 email") entitled "Outlook contacts" from his SOAProjects'
8 Outlook email address to his personal email address at "yahoo.com." Gupta would
9 have been unable to send this email from his SOAProjects Outlook email address had
10 he not been logged on to the VPN using the password he obtained from Sajeev by false
11 pretenses on January 8, 2010.

12 65. Upon information and belief, the January 9, 2010 email from Gupta to
13 himself contained SOAProjects' Trade Secrets and other confidential or proprietary
14 business information belonging to SOAProjects.

15 66. Upon information and belief, when Gupta e-mailed SOAProjects' Trade
16 Secrets and other confidential or proprietary business information to himself, he was
17 aware that they were highly confidential, proprietary and valuable.

18 67. Upon information and belief, when Gupta e-mailed SOAProjects' Trade
19 Secrets and other confidential or proprietary business information to himself, he was
20 aware that these materials were made available only to current SOAProjects employees,
21 that he was not an SOAProjects employee, and that he lacked authorization to access
22 the materials.

23 68. Upon information and belief, Gupta e-mailed SOAProjects' Trade Secrets
24 and other confidential or proprietary business information to himself with the intent of
25 using those materials in his new employment with SCM, to the detriment of
26 SOAProjects, and in violation of the Confidentiality Agreement.

27 69. Upon information and belief, after e-mailing SOAProjects' Trade Secrets
28 and other confidential or proprietary business information to himself, Gupta deleted all

1 emails ever sent or received by him both during and following his employment with
2 SOAProjects, except for the January 9, 2010 email, thereby destroying valuable and
3 confidential client data.

4 70. On the evening of January 9, 2010, after accessing his Files and the VPN,
5 Gupta returned the employee Computer to Menon at her home.

6 71. Menon returned the Computer to Sajeev's office, where it was locked in a
7 drawer until around January 18, 2010, when the Computer hard drive was wiped clean
8 by SOAProjects Information Technology ("IT") staff and re-issued to another employee.

9 72. Before cleaning the hard drive, SOAProjects' IT staff made a back-up of its
10 substantive files by saving them to the VPN in a folder created on January 18, 2010.

11
12 **Gupta and SCM Make Unauthorized Use Of SOAProjects' Trade Secrets**
13 **And SCM Ceases To Do Business With SOAProjects**

14 73. Upon information and belief, Gupta is now using SOAProjects' Trade
15 Secrets and other confidential or proprietary business information belonging to
16 SOAProjects, without authorization, to perform services for SCM, his new employer.

17 74. Upon information and belief, and as reflected on Gupta's profile on the
18 online professional network "LinkedIn," SCM is currently using Gupta to perform "in-
19 house" all financial compliance and consulting services which were once provided by
20 SOAProjects, including managing SCM's filings with the Securities and Exchange
21 Commission; managing SCM's worldwide corporate accounting and consolidation;
22 managing all of SCM's merger and acquisition activity; managing SCM's period-end
23 closings; and managing all of SCM's technical accounting.

24 75. Upon information and belief, SCM is fully aware that, in providing
25 services to SCM, Gupta is making unauthorized use of SOAProjects' White Papers,
26 strategies, pricing information, current and prospective customer lists, customer
27 information (including work papers and other documents belonging to clients),
28

1 products and designs, and other confidential or proprietary business information
2 belonging to SOAProjects.

3 76. Since hiring Gupta, SCM has not used SOAProjects' services in connection
4 with any new Projects, and no new Addendums have been executed since August 19,
5 2009.

6 77. Upon information and belief, Gupta has made false representations to
7 SCM concerning SOAProjects' inability to provide financial consulting and compliance
8 services to SCM.

9 78. In an email dated January 29, 2010, Gupta wrote to Singh regarding a
10 Proposal that had been drafted by SOAProjects in accordance with financial
11 specifications identified by SCM and Gupta, and stated that "As we discussed
12 yesterday, the CEO [of SCM] has formally approved to hire SOAProjects for the
13 [financial consulting and compliance] project...I will have the proposal approved..."

14 79. Despite Gupta's January 29, 2010 representations, which were made as an
15 SCM executive and on behalf of SCM, and despite the Proposal's careful tailoring to the
16 financial specifications identified by SCM and Gupta, SCM CFO Melvin Denton-
17 Thompson informed Singh in an e-mail dated April 1, 2010 that "[u]nfortunately the
18 proposal that you have submitted is considerably outside of our budget" and that
19 Identive Group is "therefore unable to accept your proposal."

20 80. In January 2010, while working for SCM, Gupta made a phone call to an
21 SOAProjects' employee (the "Employee") with whom Gupta had worked closely during
22 his employment with SOAProjects. During this call, Gupta asked the Employee to help
23 Gupta answer a technical accounting question. The Employee responded by telling
24 Gupta that, in order to find the answer to Gupta's question, the Employee would
25 consult accounting guidelines using SOAProjects' licensed research tools, including the
26 PwC Comperio database, and/or SOAProjects' White Papers. Gupta responded by
27 saying "That's ok, I can do that myself," or words to similar effect, and hung up the
28 phone.

1 86. All of SOAProjects' computers, including Gupta's Computer, are
2 protected computers involved in interstate commerce and communication within the
3 meaning of the Computer Fraud and Abuse Act, 18 U.S.C. §1030.

4 87. Gupta has violated the Computer Fraud and Abuse Act, 18 U.S.C.
5 §1030(a)(2)(C), by intentionally and without authorization accessing one or more
6 protected computers belonging to SOAProjects and by obtaining information from such
7 protected computers.

8 88. Gupta has violated the Computer Fraud and Abuse Act, 18 U.S.C.
9 §1030(a)(4), by knowingly, and with intent to defraud SOAProjects, accessing one or
10 more protected computers belonging to SOAProjects without authorization, and by
11 means of such conduct furthering the intended fraud and obtaining one or more things
12 of value, including but not limited to SOAProjects' Trade Secrets and other confidential
13 or proprietary business information belonging to SOAProjects.

14 89. By reason of these violations, SOAProjects has suffered losses exceeding
15 \$5,000 within the year preceding the filing of this complaint, including, without
16 limitation, the cost of responding to the unauthorized access, conducting a damage
17 assessment, and safeguarding against further violations and unauthorized access by
18 Gupta.

19 **SECOND CAUSE OF ACTION**
20 **Violations of Computer Data Access and Fraud Act**
21 **(Cal. Penal Code §502)**
22 **(Against Gupta)**

23 90. SOAProjects repeats and incorporates by reference each allegation in
24 paragraphs 1 through 89 as if set forth fully herein.

25 91. Gupta has violated California Penal Code §502(c)(1) by knowingly,
26 fraudulently, and without permission accessing and using SOAProjects' computers,
27 computer network, and data in order to wrongfully obtain SOAProjects' property and
28 data.

1 92. Gupta has violated California Penal Code §502(c)(2) by knowingly and
2 fraudulently, and without permission, accessing, taking, copying, and making use of
3 programs, data, and files from SOAProjects' computers and computer network.

4 93. Gupta has violated California Penal Code §502(c)(3) by knowingly,
5 fraudulently, and without permission accessing and using SOAProjects' computer
6 services.

7 94. Gupta has violated California Penal Code §502(c)(7) by knowingly,
8 fraudulently, and without permission accessing SOAProjects' computers and computer
9 network.

10 95. SOAProjects is informed and believes that the aforementioned acts of
11 Gupta were willful, malicious and fraudulent in that Gupta's acts described above were
12 perpetrated under false pretenses with the deliberate intent to injure SOAProjects'
13 business. SOAProjects is therefore entitled to exemplary damages pursuant to
14 California Penal Code §502(e)(4).

15 96. As a direct and proximate result of Gupta's unlawful conduct within the
16 meaning of California Penal Code §502, Gupta has caused damage to SOAProjects in an
17 amount to be determined at trial, but believed at this time to exceed \$1,000,000.
18 SOAProjects is also entitled to recover its reasonable attorneys' fees pursuant to
19 California Penal Code §502(e).

20 **THIRD CAUSE OF ACTION**

21 **Trespass to Chattels**
22 **(Against Gupta)**

23 97. SOAProjects repeats and incorporates by reference each allegation in
24 paragraphs 1 through 96 as if set forth fully herein.

25 98. SOAProjects owns and operates valuable chattels, including SOAProjects'
26 computers and the SOAProjects' computer network, the VPN.

27 99. Gupta committed trespass to SOAProjects' chattels by intentionally
28 accessing an SOAProjects Computer and the VPN, and viewing and downloading

1 SOAProjects' Trade Secrets and other proprietary and confidential information, for his
2 own use and/or SCM's use, and without SOAProjects' authorization.

3 100. By Gupta's willful and unauthorized conduct described above, Gupta
4 intended to interfere with SOAProjects' use of its computers and its VPN, and these acts
5 were the direct and proximate cause of such interference with SOAProjects' computers
6 and the VPN.

7 101. As a direct result of Gupta's willful trespass, SOAProjects has been
8 damaged in an amount to be determined at trial.

9 **FOURTH CAUSE OF ACTION**

10 **Breach of Contract**

11 **(Against SCM)**

12 102. SOAProjects repeats and incorporates by reference each allegation in
13 paragraphs 1 through 101 as if set forth fully herein.

14 103. SOAProjects has a valid and existing Employment Transition Agreement
15 with SCM.

16 104. Under the terms of the Employment Transition Agreement, in exchange
17 for SOAProjects' agreement not to enforce the non-solicitation clause of the Master
18 Agreement, and to facilitate a smooth employment transition of Gupta to SCM's
19 employment, SCM agreed to pay SOAProjects a fee in the amount of 25% of Gupta's
20 annual base compensation at SOAProjects, as required by the Master Agreement, and
21 would continue to engage SOAProjects for all technical accounting projects as required
22 for at least the fiscal year 2010 and 2011, as well as for future projects. In addition, SCM
23 agreed that Gupta would not be hired to perform "in-house" the exact same services for
24 which SCM had contracted with SOAProjects.

25 105. SOAProjects refrained from asserting colorable legal claims against SCM,
26 facilitated a smooth transition of Gupta from SOAProjects to SCM, and otherwise
27 performed all of its obligations under the Employment Transition Agreement, other
28 than those obligations whose performance is excused by virtue of SCM's breach thereof.

1 125. The Confidentiality Agreement defined “Confidential Information” as
2 “any [SOAProjects] proprietary information, technical data, trade secrets or know-
3 how...disclosed to [Gupta] by [SOAProjects] either directly or indirectly in writing,
4 orally or by drawings or observation.”

5 126. SOAProjects has performed all of its obligations under the Confidentiality
6 Agreement, other than those obligations whose performance is excused by Gupta’s
7 breach of the Confidentiality Agreement.

8 127. In direct violation of the Confidentiality Agreement, Gupta made
9 unauthorized disclosures of SOAProjects’ White Papers, strategies, pricing information,
10 current and prospective customer lists, customer information (including work papers
11 and other documents belonging to the client), products and designs, and other
12 confidential or proprietary business information belonging to SOAProjects. These
13 disclosures were made to SCM in the course of Gupta’s employment with SCM, and for
14 the benefit of himself and SCM.

15 128. In addition, Gupta, as an employee of SCM, made unauthorized use of
16 SOAProjects’ confidential and proprietary passwords and login information to access
17 SOAProjects’ licensed research tools in or around January 2010.

18 129. Gupta has used and continues to use SOAProjects’ Trade Secrets and
19 other confidential or proprietary information belonging to SOAProjects, to the
20 detriment of SOAProjects.

21 130. SOAProjects has been irreparably harmed by Gupta’s unauthorized
22 disclosure and use of SOAProjects’ Trade Secrets and other confidential or proprietary
23 information belonging to SOAProjects, imparted to Gupta strictly pursuant to the
24 Confidentiality Agreement.

25 131. SOAProjects is entitled to recover the damages it has sustained and will
26 continue to sustain as a result of Gupta’s breach of the Confidentiality Agreement. The
27 amount of SOAProjects’ monetary damages are to be determined at trial, but are
28 believed at this time to exceed \$1,000,000.

EIGHTH CAUSE OF ACTION
Misappropriation of Trade Secrets
(California Civil Code § 3426 *et seq.*)
(Against Gupta and SCM)

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132. SOAProjects repeats and incorporates by reference each allegation in paragraphs 1 through 131 as if set forth fully herein.

133. SOAProjects owns valuable Trade Secrets, including White Papers, strategies, pricing information, current and prospective customer lists, customer information (including work papers and other documents relating to specific clients), products and designs. SOAProjects also possesses other confidential and proprietary business information, including passwords and login information to the VPN and licensed research tools.

134. SOAProjects disclosed its Trade Secrets, passwords, login information, and other proprietary and confidential information to Gupta during his employment at SOAProjects and pursuant to the Employment Agreement and Confidentiality Agreement, with the express understanding that all such information to be maintained in the strictest confidence by Gupta during his employment with SOAProjects and thereafter.

135. Gupta understood that SOAProjects' Trade Secrets, passwords, login information, and other proprietary and confidential information were to be used only for SOAProjects' benefit and only during his employment with SOAProjects, which terminated in December, 2009.

136. After beginning negotiations with SCM and SOAProjects about leaving SOAProjects, and without any business justification, in November and December 2009 Gupta copied Trade Secret documents and other proprietary and confidential information – including White Papers – to his Computer. Gupta's sole motivation to make these copies was to facilitate his theft of SOAProjects' Trade Secrets and other confidential information.

1 137. Following his termination with SOAProjects, Gupta entered SOAProjects'
2 Mountain View office, gained access to the Computer and passwords and login
3 information to the VPN under false pretenses, and used this information to send
4 SOAProjects' Trade Secrets and other proprietary and confidential information from his
5 SOAProjects Outlook address to his personal email address.

6 138. SCM hired Gupta to perform "in-house" the same services for which SCM
7 had contracted with SOAProjects, knowing that Gupta would be making unauthorized
8 use of SOAProjects' Trade Secrets and other proprietary and confidential business
9 information in providing services to SCM.

10 139. Gupta is now making unauthorized use of SOAProjects' Trade Secrets and
11 other proprietary and confidential business information for the benefit of himself and
12 his employer, SCM, to the detriment of SOAProjects.

13 140. Gupta has deliberately and wrongfully misappropriated SOAProjects'
14 Trade Secrets and other proprietary and confidential business information. This willful
15 misconduct by Gupta has caused harm to SOAProjects.

16 141. SCM, by acting in concert with Gupta and/or knowingly enjoying the
17 fruits of his theft, has deliberately and wrongfully misappropriated SOAProjects' Trade
18 Secrets and other proprietary and confidential business information. This willful
19 misconduct by SCM has caused harm to SOAProjects.

20 142. SOAProjects is entitled to recover the damages it has sustained and will
21 continue to sustain as a result of Defendants' misappropriation of SOAProjects' Trade
22 Secrets and other proprietary and confidential business information. SOAProjects is
23 further entitled to recover from Defendants the gains, profits and advantages
24 Defendants have obtained as a result of said trade secret misappropriation. The amount
25 of such damages shall be determined at trial, but are believed at this time to exceed
26 \$1,000,000.

1 143. Defendants' conduct constitutes willful and malicious misappropriation
2 pursuant to California Civil Code §§ 3426.3(c) and 3426.4, warranting the award of
3 exemplary damages and attorneys' fees and costs.

4 144. SOAProjects will continue to suffer irreparable harm if Defendants'
5 unlawful misappropriation of SOAProjects' Trade Secrets and other proprietary and
6 confidential business information is permitted to continue. Therefore, SOAProjects is
7 entitled to injunctive relief restraining Defendants and all persons acting in concert
8 therewith from the unauthorized use and disclosure of SOAProjects' Trade Secrets and
9 other proprietary and confidential information.

10 145. SOAProjects is entitled to a mandatory injunction requiring Defendants to
11 return the stolen Trade Secrets and other proprietary and confidential business
12 information.

13 **NINTH CAUSE OF ACTION**
14 **Tortious Interference with Contract**
15 **(Against Gupta)**

16 146. SOAProjects repeats and incorporates by reference each allegation in
17 paragraphs 1 through 145 as if set forth fully herein.

18 147. SOAProjects has a valid and existing Master Agreement with SCM, as
19 well as a valid and existing Employment Transition Agreement with SCM.

20 148. Gupta became aware of the Master Agreement and Employment
21 Transition Agreement during the course of his employment with SOAProjects.

22 149. SOAProjects reasonably expected to benefit financially from the Master
23 Agreement and Employment Transition Agreement.

24 150. Gupta wrongfully and willfully interfered with the Master Agreement
25 and Employment Transition Agreement by, *inter alia*, taking SOAProjects' Trade Secrets
26 and other proprietary and confidential information and using these materials to
27 perform services "in-house" for SCM, knowing that SOAProjects had contracted to
28 perform the identical services for SCM.

1 151. Gupta's wrongful interference with the Master Agreement and
2 Employment Transition Agreement has caused SCM to breach those contracts. Since
3 hiring Gupta, SCM has not continued to use SOAProjects services, as provided for in
4 the Master Agreement and Employment Transition Agreement, and as SCM repeatedly
5 promised to SOAProjects.

6 152. SOAProjects has been damaged by virtue of Gupta's wrongful
7 interference with the Master Agreement and Employment Transition Agreement.

8 153. SOAProjects has valid and existing service agreements ("Service
9 Agreements") with other SOAProjects clients.

10 154. Gupta became aware of the Service Agreements during the course of his
11 employment with SOAProjects.

12 155. SOAProjects reasonably expected to benefit financially from the Service
13 Agreements.

14 156. Gupta wrongfully and willfully interfered with the Service Agreements by
15 calling SOAProjects' clients who are parties to those Service Agreements and claiming
16 that SOAProjects is unable to adequately perform the services for which those clients
17 hired SOAProjects. The most recent of these calls occurred on or around July 2010.

18 157. Gupta's telephone calls to SOAProjects' clients were made with the intent
19 to disrupt SOAProjects' Service Agreements with SOAProjects' clients, with malice
20 towards SOAProjects and without any business justification.

21 158. Gupta's wrongful interference with the Service Agreements has caused at
22 least one current SOAProjects client to terminate its relationship with SOAProjects.

23 159. SOAProjects has been damaged by virtue of Gupta's wrongful
24 interference with the Service Agreements.

25 160. SOAProjects is entitled to recover the damages it has sustained and will
26 continue to sustain as a result of Gupta's interference with the Master Agreement,
27 Employment Transition Agreement and Service Agreements. The amount of such
28 damages shall be determined at trial, but are believed at this time to exceed \$1,000,000.

TENTH CAUSE OF ACTION
Tortious Interference with Prospective Economic Advantage
(Against Gupta)

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4 161. SOAProjects repeats and incorporates by reference each allegation in
5 paragraphs 1 through 160 as if set forth fully herein.

6 162. SOAProjects has a valid and existing Master Agreement with SCM,
7 pursuant to which Addendums would follow for each respective Project that
8 SOAProjects was to perform for SCM. SOAProjects also crafted a Proposal to SCM in
9 accordance with financial specifications identified by Gupta and SCM.

10 163. SOAProjects reasonably expected to benefit financially from the
11 prospective Addendums that SOAProjects and SCM were on the verge of signing, from
12 the corresponding Projects that SOAProjects would perform for SCM, and from the
13 Proposal that SOAProjects had drafted for SCM and which SCM was on the verge of
14 signing.

15 164. Gupta was aware of the business relationship between SOAProjects and
16 SCM, and of the prospective Addendums and the Proposal that SOAProjects and SCM
17 were on the verge of signing.

18 165. Gupta wrongfully and willfully interfered with SOAProjects’ prospective
19 Addendums and Proposal with SCM by taking SOAProjects’ Trade Secrets and other
20 proprietary and confidential information and using these materials to perform services
21 “in-house” for SCM, knowing that SOAProjects had contracted to perform the identical
22 services for SCM. Gupta also made false representations to SCM concerning
23 SOAProjects’ inability to provide financial consulting and compliance services to SCM.

24 166. Gupta’s wrongful and willful disclosure and use of SOAProjects’ Trade
25 Secrets and other proprietary and confidential information was done with the intent to
26 disrupt SOAProjects’ prospective business with SCM.

27 167. Gupta’s wrongful, willful and unauthorized disclosure of SOAProjects’
28 Trade Secrets and other confidential and proprietary information and Gupta’s false

1 representations to SCM proximately caused disruption of the business relationship
2 between SOAProjects and SCM. Since hiring Gupta, SCM has not used SOAProjects'
3 services in connection with any new Projects, and no new Addendums have been
4 executed since August 19, 2009. Further, the Proposal was rejected by SCM on April 1,
5 2010.

6 168. SOAProjects reasonably expected to benefit financially from the
7 prospective Service Agreements that other SOAProjects prospective clients were on the
8 verge of signing, and from the corresponding professional services SOAProjects would
9 perform.

10 169. Gupta was aware of the business relationships between SOAProjects and
11 SOAProjects' prospective clients, and of the business that was expected to result from
12 those business relationships.

13 170. Gupta wrongfully and willfully interfered with SOAProjects' prospective
14 business relationships by calling potential clients and claiming that SOAProjects was
15 unable adequately to perform the services for which those clients were on the verge of
16 hiring SOAProjects.

17 171. Gupta's telephone calls to SOAProjects' prospective clients were made
18 with the intent to disrupt prospective business for SOAProjects, and were motivated by
19 malice towards SOAProjects.

20 172. Gupta's wrongful and willful misrepresentations to SOAProjects'
21 potential clients concerning SOAProjects' ability adequately to perform services
22 proximately caused the disruption of the business relationships between SOAProjects
23 and its potential clients. Since Gupta made those misrepresentations, these potential
24 clients have declined to hire SOAProjects.

25 173. As a proximate result of Gupta's tortious interference with SOAProjects'
26 expansion of its business relationship with SCM, SOAProjects has been damaged in an
27 amount to be determined at trial, but believed at this time to exceed \$1,000,000.
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ELEVENTH CAUSE OF ACTION
Fraud
(Against Gupta)

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174. SOAProjects repeats and incorporates by reference each allegation in paragraphs 1 through 173 as if set forth fully herein.

175. After Gupta was no longer an employee of SOAProjects, and with the intent to induce Menon to allow him to gain access to SOAProjects' Trade Secrets and other confidential and proprietary information, Gupta falsely told Menon that Singh had given him permission to access the Computer.

176. Menon reasonably relied on the representations of Gupta and allowed Gupta to take the Computer home with him.

177. After Gupta was no longer an employee of SOAProjects, and with the intent to induce Sajeev to allow him to gain access to SOAProjects' Trade Secrets and other confidential and proprietary information on the Computer and the VPN, Gupta called Sajeev, requested the VPN login information, and falsely told Sajeev that Singh had given him permission to access the VPN.

178. Sajeev reasonably relied on Gupta's false representations and gave Gupta the VPN login information.

179. While using the SOAProjects computer and the VPN login information, Gupta entered and the VPN, accessed SOAProjects' Trade Secrets and other confidential or proprietary business information, and emailed Trade Secrets to his personal email account.

180. As a proximate result of Gupta's fraud, SOAProjects has been damaged in an amount to be determined at trial, but believed at this time to exceed \$1,000,000.

1 **TWELTH CAUSE OF ACTION**
2 **Trade Libel**
3 **(Against Gupta)**

4 181. SOAProjects repeats and incorporates by reference each allegation in
5 paragraphs 1 through 180 as if set forth fully herein.

6 182. Since leaving SOAProjects, Gupta has placed phone calls to SOAProjects'
7 current and prospective clients, stating as fact that SOAProjects is unable adequately to
8 perform the services for which those clients hired or were on the verge of hiring
9 SOAProjects, and otherwise disparaging SOAProjects and the quality of its professional
10 services.

11 183. In making his disparaging statements, Gupta intended to persuade
12 SOAProjects' current clients to cease working with SOAProjects, and to dissuade
13 SOAProjects' potential clients from using SOAProjects' services. Gupta knew that, by
14 making these statements, he was likely to cause harm to SOAProjects' business.

15 184. As a direct result of Gupta's disparaging statements of fact to current and
16 prospective SOAProjects clients, at least one SOAProjects client has terminated its
17 ongoing relationship with SOAProjects, and at least one prospective client on the verge
18 of signing a contract with SOAProjects declined to sign the contract.

19 185. As a proximate result of Gupta's disparaging statements, SOAProjects has
20 been specifically damaged in an amount to be determined at trial, but believed at this
21 time to exceed \$2,000,000.

22 **THIRTEENTH CAUSE OF ACTION**
23 **Unfair Business Practices**
24 **(California Business & Professions Code §17200 et seq.)**
25 **(Against Gupta)**

26 186. SOAProjects repeats and incorporates by reference each allegation in
27 paragraphs 1 through 185 as if set forth fully herein.
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1 187. Gupta's actions complained of above, including Gupta's breach of the
2 Confidentiality Agreement with SOAProjects; Gupta's fraudulent statements to Menon
3 and Sajeev to induce them to allow him access to the Computer and the VPN; Gupta's
4 theft of SOAProjects' Trade Secrets and other proprietary and confidential information;
5 Gupta's tortious interference with SOAProjects' existing and prospective contracts with
6 SCM; Gupta's tortious interference with SOAProjects' existing and prospective
7 contracts with other SOAProject clients; and Gupta's post-employment trade libel
8 constitute unlawful, unfair and fraudulent business practices against SOAProjects, in
9 violation of California Business & Professions Code §§17200 *et seq.*

10 188. Gupta's actions complained of above were independently wrongful in
11 that, they constitute misappropriation of trade secrets, fraud, violations of the federal
12 Computer Fraud and Abuse Act and the California Computer Data Access and Fraud
13 Act, and trade libel.

14 189. As a direct and proximate result of Gupta's unfair and unlawful practices
15 described above, SOAProjects has suffered and will continue to suffer harm to its
16 business. Unless restrained and enjoined from doing so, Gupta will continue to use
17 SOAProjects' Trade Secrets and other proprietary and confidential information for the
18 benefit of himself and SCM, and to the detriment of SOAProjects.

19 190. SOAProjects' remedies at law are inadequate to compensate it for the
20 injuries sustained and threatened by Gupta's unlawful practices, and SOAProjects seeks
21 injunctive relief to prevent further harm.

22 191. As a direct and proximate result of Gupta's unfair and unlawful activities,
23 Gupta has been unjustly enriched, and SOAProjects is entitled to an injunction
24 requiring Gupta to return the Trade Secrets and other proprietary and confidential
25 information stolen from SOAProjects and preventing SCM from using that information.
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PRAYER FOR RELIEF

WHEREFORE, SOAProjects prays for judgment against Defendants as follows:

1. For actual and consequential damages in an amount to be determined at trial, but believed at this time to exceed \$1,000,000;
2. For an injunction requiring Defendants to return the Trade Secrets and other proprietary and confidential information stolen from SOAProjects;
3. For an injunction preventing Defendants from using SOAProjects' Trade Secrets and other proprietary and confidential information to compete unfairly against SOAProjects;
4. For exemplary damages for Defendants' misconduct in an amount to be determined at trial;
5. For reasonable attorneys' fees relating to Defendants' bad faith trade secret misappropriation and Gupta's violations of the California Computer Data Access and Fraud Act;
6. For costs of suit; and
7. Such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Under Fed.R.Civ.P. 38(b), Plaintiff demands jury trial of all issues raised by the Complaint.

Date: August 6, 2010

DHILLON & SMITH LLP

By:



Harmeet K. Dhillon
Attorneys for SOAProjects, Inc.