

1 KEKER, VAN NEST & PETERS LLP
RACHAEL E. MENY - # 178514
2 rmeny@keker.com
PAVEN MALHOTRA - # 258429
3 pmalhotra@keker.com
VICTOR H. YU - # 325411
4 vyu@keker.com
633 Battery Street
5 San Francisco, CA 94111-1809
Telephone: 415 391 5400
6 Facsimile: 415 397 7188

Per local Rule, This case is assigned to
Judge Douglas, Danielle K, for all purposes.

SUMMONS ISSUED

7 Attorneys for Plaintiff Meta Platforms, Inc.

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF CONTRA COSTA

11 Meta Platforms, Inc.,

12 Plaintiff,

13 v.

14 Dipinder Singh Khurana,

15 Defendant.

Case No.: C24-00545

COMPLAINT FOR:

- 16 **(1) Breach of Contract**
- 17 **(2) Breach of the Duty of Loyalty**
- 18 **(3) Breach of Fiduciary Duty**
- 19 **(4) Unjust enrichment**
- 20 **(5) California Penal Code § 502 et. seq.**

DEMAND FOR JURY TRIAL

21
22
23
24
25
26

1 Plaintiff Meta Platforms, Inc. (“Meta”), formerly known as Facebook, Inc., brings this
2 Complaint against Defendant Dipinder Singh Khurana (professionally known as T.S. Khurana or
3 “Khurana”) to remedy numerous, serious contractual, common law, and statutory wrongs
4 committed by Khurana against Meta, both during and after his Meta employment.

5 INTRODUCTION

6 1. This case concerns the brazenly disloyal and dishonest conduct by former Meta
7 employee T.S. Khurana. Khurana was employed at Meta for twelve years. During that time, he
8 rose to assume one of the most senior positions at Meta: Vice President.

9 2. As a Vice President, Meta entrusted Khurana to handle some of its most important
10 business relationships and tasked him with delivering the best sourcing, supply chain, and
11 engineering solutions for Meta’s business-critical Infrastructure organization. In order to enable
12 billions of people around the world to use its services and apps, Meta’s Infrastructure
13 organization designs and builds its own hardware, networking, and data-center technology.
14 Khurana led Meta’s Sourcing and Operations Engineering team within the Infrastructure
15 organization.

16 3. To accomplish his work at Meta, Khurana was given access to proprietary,
17 confidential, non-public and highly sensitive Meta documents and information that only a limited
18 set of Meta’s employees can access. He was invited to meetings to chart Meta’s strategy for key
19 initiatives (including infrastructure to support artificial-intelligence endeavors) that few
20 employees can participate in. And he was privy to confidential, non-public, and highly sensitive
21 employee information (including performance ratings and detailed compensation data) that Meta
22 relies on to reward and retain industry-leading talent. This data is critical to Meta’s success and is
23 closely guarded information. For his work, Khurana was handsomely compensated. But for
24 Khurana, that was not enough.
25
26

1 4. Sometime in 2023, if not before, Khurana decided to leave Meta to join a “stealth
2 start-up” that Meta is informed and believes is seeking to provide AI cloud computing services at
3 scale, including by designing and constructing data centers. Standing alone, this was not
4 objectionable—Meta has no interest in quashing the free and fair movement of California
5 employees, nor does it want to quash fair and robust competition.

6 5. Although Meta does not yet have full information regarding the extent of
7 Khurana’s misconduct towards Meta, Khurana’s actions in leaving Meta show a stunning
8 disregard for his obligations to Meta as an employee, to say nothing of his obligations and
9 fiduciary duties to Meta as a Vice President.

10 6. Over the last several weeks of his Meta employment and before his access to Meta
11 information and documents ended, Khurana uploaded to his personal cloud-storage accounts a
12 trove of proprietary, highly sensitive, confidential, and non-public documents about Meta’s
13 business and employees. For example, Khurana uploaded several spreadsheets of highly
14 sensitive, confidential, and non-public information regarding Meta employees, including
15 information about Meta’s “Top Talent,” performance information for hundreds of Meta
16 employees and detailed employee compensation information. Taken together, the sensitive,
17 confidential, and non-public information in these spreadsheets provides an inside view as to how
18 Meta makes compensation decisions, and also provides key information regarding not just the
19 names of Meta employees but their levels, performance and skills at Meta. Khurana also
20 uploaded several of Meta’s proprietary, highly sensitive, confidential, and non-public contracts
21 with business partners who supply Meta with crucial components for its data centers. And other
22 documents followed.

23 7. Some of the documents Khurana uploaded came from Meta’s systems. Khurana
24 obtained other documents by asking other Meta employees for that information, albeit without
25
26

1 informing them of his ulterior motives. Significantly, Khurana not only uploaded Meta's
2 documents to his personal Google Drive and Dropbox accounts, but he uploaded numerous of
3 these documents into folders bearing the name of his new employer. All of this occurred while
4 Khurana was still on Meta's payroll.

5 8. Khurana's wrongdoing against Meta also continued after he left Meta. On
6 information and belief, Khurana not only improperly retained access to the Meta documents and
7 information that he had unlawfully taken during his Meta employment, but he also used at least
8 some of these Meta documents at his new employer. This includes, but is not limited to, because
9 Khurana placed numerous Meta documents onto his new work computer. This also includes, but
10 is not limited to, because Khurana sent Meta's "Top Talent" document to others, even though it
11 contained highly sensitive, confidential, and non-public Meta information on hundreds of Meta
12 employees, such as their level, performance and promotion-related information. Notably,
13 between June and November 2023, at least eight Meta employees listed in this spreadsheet left
14 Meta for Khurana's new employer and Meta is informed and believes that at least some of these
15 departures resulted from Khurana's use and/or disclosure of Meta's own information about such
16 employees. Moreover, numerous current or former Meta employees identified in this document
17 were contacted regarding employment at Khurana's new employer after Khurana took this
18 employee information from Meta—contacts that likely also resulted from Khurana's use and/or
19 disclosure of non-public information regarding Meta employees while at his new employer.
20

21 9. Meta sent a letter to Khurana's current employer (cc'ing Khurana) about his
22 apparent retention, and potential use, of Meta documents and information in November 2023.
23 Since then, additional facts have confirmed, on information and belief, that Khurana has
24 continued not to fully disclose, and/or has misstated, at least some key facts regarding his
25 wrongful conduct towards Meta. As one example, on information and belief, in early January
26

1 2024, Khurana denied, “again,” that he shared Meta files with personnel at his new employer.
2 But Meta is informed and believes that this is untrue.

3 10. As another example, on information and belief, in December 2023, Khurana
4 denied initiating the “first contact” with Meta employees to recruit them to leave Meta until
5 “after” these employees were contacted by his new employer’s recruiting personnel. Despite this,
6 Meta is informed and believes that Khurana contacted, in the first instance, multiple Meta
7 employees—including, significantly, employees who were listed in the “Top Talent” spreadsheet
8 of Meta employee information taken by Khurana when leaving Meta.

9 11. In short, Khurana’s conduct while leaving Meta, and since then, reflects an utter
10 disregard for his contractual and legal obligations to Meta—including his confidentiality
11 obligations to Meta set forth in the Confidential Information and Invention Assignment
12 Agreement (“CIIAA”) that Khurana signed when joining Meta, the other contractual obligations
13 he agreed to when joining Meta, his fiduciary duties to Meta, his duty of loyalty to Meta and his
14 other similar obligations under California law. Khurana’s conduct leaves Meta with no choice
15 but to seek relief in this Court.

16
17 **BACKGROUND**

18 12. From May 2011 through early June 2023, Khurana worked at Meta in various
19 roles. Like all employees at Meta, Khurana signed an agreement upon joining the company
20 obligating him to maintain the confidentiality of Meta’s proprietary, confidential, and non-public
21 information and obligating him not to use, or copy Meta’s proprietary, confidential, and non-
22 public information except for Meta-related work purposes. Khurana also signed an agreement
23 upon joining Meta that obligated him to return, and not to keep, Meta’s proprietary, confidential,
24 and non-public information when he left Meta.

1 13. Like all employees at Meta, Khurana had a duty of loyalty throughout his
2 employment. And, given his very senior role at Meta, Khurana also had additional fiduciary
3 duties to Meta during his employment.

4 14. At the time of his departure from Meta on June 1, 2023, Khurana held the position
5 of Vice President of Infrastructure, leading Meta’s Sourcing and Operations Engineering team. In
6 this capacity, Khurana led a team of over 300 employees focused on sourcing, supply chain, and
7 engineering solutions for Meta’s infrastructure, including its data centers. As a Vice President,
8 Meta entrusted Khurana with access to much of its proprietary, confidential, and non-public
9 information, including detailed information regarding Meta’s supply-chain organizational plans,
10 supplier and vendor contracts containing Meta’s pricing and supply information, artificial
11 intelligence roadmaps, and closely held performance and compensation data about Meta’s
12 employees.

13 15. On May 15, 2023, Khurana gave notice that he intended to leave Meta for a new
14 job. As a trusted senior employee, Meta allowed Khurana to maintain his access to Meta’s
15 systems until his departure date. On June 1, 2023, Khurana departed Meta.

16 16. Upon information and belief, Khurana is now leading the supply-chain group at a
17 start-up seeking to provide AI cloud-computing services at scale, including by building and
18 operating data centers. In a slide deck that Khurana prepared for his new employer during his
19 Meta employment, Khurana stated his belief that in order for his new employer to reach its goals
20 “We do not have the luxury of learning-as-we-go” Meta is informed and believes that this
21 mentality likely contributed to Khurana’s wrongful behavior against Meta described below.

22 17. In the weeks prior to his departure from Meta, Khurana uploaded hundreds of
23 Meta files and documents—moving them from Meta’s systems to his personal Google Drive and
24 Dropbox accounts. The information that Khurana took from Meta included proprietary, highly
25
26

1 sensitive, confidential, and non-public Meta information concerning Meta’s data centers,
2 suppliers, vendors, and artificial-intelligence programs. For example, among other information
3 taken, Khurana took copies of Meta’s contracts with certain key suppliers and vendors, which
4 included Meta’s pricing information and terms. The Meta information that Khurana took also
5 included documents and files concerning Meta’s organizational redesign of its supply-chain
6 group, capacity planning documents, and documents regarding Meta’s business operations,
7 metrics and sourcing-related expenses. The information that Khurana took also included
8 documents regarding Meta employees, their levels, performance information, potential promotion
9 information, and detailed compensation data for employees in Meta’s Infrastructure organization.

10
11 18. On information and belief, as detailed in this complaint, Khurana’s actions were
12 intentional and violated his duties to Meta.

13 19. For example, on or about May 11, 2023, Khurana uploaded to a non-Meta
14 location two documents containing highly sensitive, confidential, and non-public Meta employee
15 information, including performance and compensation data. Of those two documents:

16 i) One spreadsheet related to Meta’s “Top Talent” and contained highly
17 sensitive, non-public, and confidential Meta information regarding hundreds of Meta employees,
18 including information regarding their level, performance, and promotion-related information. On
19 information and belief, the data in this “Top Talent” spreadsheet regarding Meta employees was
20 downloaded from Meta’s internal Performance Management Tool, and the “Top Talent”
21 spreadsheet was not created in the ordinary course of Meta’s business. Khurana, in his role as a
22 Vice President leading Meta’s Sourcing and Operations Engineering team, had access to a broad
23 set of employee data within the Performance Management Tool. On information and belief,
24 Khurana abused his high-level role at Meta and/or access to use Meta information to create the
25

1 “Top Talent” spreadsheet about Meta employees for his personal use and/or benefit at his new
2 employer and/or to unfairly compete with Meta at his new employer;

3 ii) A second spreadsheet contains highly sensitive, non-public and
4 confidential Meta information regarding Meta employees, including skills-related information,
5 detailed compensation data, and a list of specific employees who were considered for, and
6 granted, additional compensation due to their exceptional impact at Meta. Khurana placed both
7 of these sensitive Meta documents into a location on his personal Dropbox account bearing the
8 name of his new employer.

9
10 20. As another example, on May 15, 2023, Khurana sent an email to his
11 subordinates—before announcing his intention to depart Meta later that day—asking them to give
12 him information regarding Meta’s proprietary, non-public, confidential and highly sensitive
13 contracts with several business partners who supply Meta with crucial components for its data
14 centers. After Khurana obtained this confidential vendor information from his subordinates, on
15 information and belief, Khurana placed documents reflecting that confidential information in a
16 folder in his personal Dropbox account bearing the name of his new employer.

17 21. On information and belief, during numerous other days in May 2023, Khurana
18 cumulatively uploaded hundreds of other documents, including documents containing proprietary,
19 highly sensitive, confidential, and non-public Meta information to his personal Google Drive or
20 Dropbox folders.

21 22. On November 17, 2023, Meta sent a letter to Khurana’s his new employer (cc’ing
22 Khurana) regarding Khurana’s improper taking of Meta proprietary, highly sensitive,
23 confidential, and non-public documents and the fact that Khurana might be using Meta’s
24 confidential and non-public information at his new employer. The facts learned since mid-
25 November 2023 regarding Khurana’s actions has only confirmed Meta’s information and belief
26

1 regarding the highly disloyal, egregious, and unlawful nature of Khurana’s behavior towards
2 Meta and how long such behavior continued. Among other things, on information and belief,
3 Meta now understands that:

4 i) After starting work at his new employer, Khurana sent others a Meta
5 document regarding Meta’s “Top Talent”. This spreadsheet contains highly sensitive,
6 confidential, and non-public Meta information regarding hundreds of key Meta employees,
7 including information regarding their level and performance and including promotion-related
8 information; and

9 ii) After starting work at his new employer, Khurana placed numerous
10 documents that he took from Meta onto his new work computer. This includes documents
11 containing proprietary, highly sensitive, confidential, and non-public information. These
12 documents included information regarding Meta employees, such as employee performance and
13 compensation information, information regarding Meta’s recent organizational redesign plans for
14 its Infrastructure group, and information regarding key suppliers for Meta’s data centers.

15 23. Given these facts, and the fact that Meta is informed and believes that Khurana has
16 personally benefited, and may continue to personally benefit, from his disloyal and unlawful
17 conduct towards Meta, Meta brings this action to prevent Khurana from engaging in any further
18 disloyal and unlawful conduct and to remedy his prior conduct.

19
20 **PARTIES**

21 24. Plaintiff Meta is a Delaware corporation with its principal place of business in
22 Menlo Park, San Mateo County, California.

23 25. Defendant Khurana is a California citizen residing in Contra Costa County.
24
25
26

1 **JURISDICTION**

2 26. Subject matter jurisdiction is proper before this Court because Meta seeks
3 equitable and legal relief, and damages and the amount in controversy exceeds \$35,000.

4 27. This Court possesses jurisdiction over Khurana because he is a resident of and
5 domiciled within the State of California, has sufficient contacts with the State of California, is
6 doing business in the State of California, and/or because the exercise of jurisdiction in this matter
7 would be just and reasonable.

8 28. Venue is proper in this Court under California Code of Civil Procedure § 395(a)
9 because Khurana resides in Contra Costa County.

10 **FACTUAL ALLEGATIONS**

11 29. Since its founding as Facebook in 2004, Meta has worked to connect people across
12 the world through its offerings such as Facebook, Instagram, and WhatsApp. Indeed, more than 3
13 billion people use Meta’s services to offer support, engage, and share ideas. Meta’s success is
14 due in part to its efforts in building innovative services and apps to remain competitive in a global
15 digital economy where consumers have more choices than ever, and investing substantial
16 resources into its services and apps to meet those consumers’ evolving needs.

17 30. Meta’s success relies upon its robust and resilient infrastructure. One key part of
18 this infrastructure is Meta’s data centers, which process vast amounts of data, enable billions of
19 people to use Meta’s apps and services, and require enormous investment by Meta. Meta’s
20 Sourcing and Operations Engineering team is tasked with delivering the best sourcing, supply
21 chain, and engineering solutions for Meta’s Infrastructure organization, including procuring and
22 in many cases manufacturing, Meta’s computer server, network and data center equipment. Meta
23 has taken steps to protect its innovation and decades of investment by ensuring that its
24 confidential and proprietary information is not improperly used.
25
26

1 31. Meta’s success also rests upon the industry-leading experts that comprise its
2 workforce. Meta devotes enormous resources to build and maintain that workforce. Meta takes
3 numerous steps to protect its confidential and non-public information regarding such employees,
4 including their performance and compensation information, and to ensure that such information is
5 not improperly used.

6 **I. Khurana’s Role at Meta and His Contractual Obligations**

7 32. On or around April 2011, Khurana joined Meta as a Director of Supply Chain
8 Operations. Over the years, Khurana was promoted and his responsibilities grew. At the time of
9 his departure from Meta in June 2023, Khurana held the position of Meta’s Vice President of
10 Infrastructure, leading the Sourcing and Operations Engineering team which had over 300
11 employees.

12 33. As the head of Sourcing and Operations Engineering within Infrastructure,
13 Khurana’s role included managing and overseeing Meta’s supply-chain services for its data
14 centers across the globe. As a function of that position, Khurana was entrusted with access to
15 vast amounts of Meta’s proprietary, highly sensitive, confidential, and non-public information,
16 including information regarding Meta’s pricing and contract volume with key suppliers and
17 vendors and Meta’s pricing, costs, future plans, and strategies on data center, supply chain, and
18 other issues. Khurana was also entrusted with confidential and non-public information regarding
19 Meta personnel, including performance and compensation information (including equity
20 compensation).

21 34. Like all employees at Meta, Khurana signed a Confidential Information and
22 Invention Assignment Agreement (“CIIAA”) and an Offer Letter upon joining Meta. The CIIAA
23 provides, among other things, that during an individual’s employment at Meta and thereafter, they
24
25
26

1 will not disclose Meta’s confidential information, including *any* Meta “proprietary information.”¹
2 CIIAA ¶ 4. When a Meta employee signs their offer letter, they also agree to be bound by the
3 terms and conditions of the CIIAA. Offer Letter ¶ 4.

4 35. Notably, under these agreements, Khurana’s obligations to Meta included, among
5 other things:

- 6
- 7 ● “Confidential Information” – Khurana agreed that “during the term of [his]
8 Relationship with [Meta] and thereafter,” he would keep Meta’s confidential
9 information “in the strictest confidence” and would “not . . . use [such
10 information], except for the benefit of [Meta] solely to the extent necessary to
11 perform [his] obligations to [Meta]” (CIIAA Section 4(a)). Khurana also
12 agreed that he could not “make copies” of any of [Meta’s] confidential
13 information “except as necessary to perform [his] obligations” to Meta as part
14 of his job. (CIIAA Section 4(a)).
- 15 ● Khurana further agreed to return Meta’s information prior to departing Meta.
16 (CIIAA Section 6).
- 17 ● “Third Party Information” – For “confidential or proprietary information” that
18 Meta obtained from third parties that was subject to confidentiality agreements,
19 Khurana agreed to protect the confidentiality of such information, not disclose
20 it to others, and not use it “except as necessary in carrying out [his] work” for
21 Meta. (CIIAA Section 4(c)).
- 22 ● “Remedies” – Khurana agreed that “violation of [the confidentiality
23 agreement] . . . may cause [Meta] irreparable harm, and therefore agree[d] that
24 [Meta] will be entitled to seek extraordinary relief in court, including but not
25

19 ¹ Under the CIIAA, Confidential Information is defined as “any [Meta] proprietary information,
20 technical data, trade secrets or know-how, including, but not limited to, research, product plans,
21 products, services, suppliers, customer lists and customers (including, but not limited to,
22 customers of the Company on whom I called or with whom I became acquainted during the
23 Relationship), prices and costs, markets, software, developments, inventions, laboratory
24 notebooks, processes, formulas, technology, designs, drawings, engineering, hardware
25 configuration information, marketing, licenses, finances, budgets or other business information
26 disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or
observation of parts or equipment or created by me during the period of the Relationship whether
or not during working hours and including Inventions (as defined below) . . . Confidential
Information includes, but is not limited to, information pertaining to any aspect of the Company’s
business, which is either information not known by actual or potential competitors of the
Company or other third parties not under confidentiality obligations to the Company, or is
otherwise proprietary information of the Company or its customers or suppliers whether of a
technical nature or otherwise.” (CIIAA Section 4(a)).

1 limited to temporary restraining orders, preliminary injunctions and permanent
2 injunction.” (CIIAA Section 11(f)).

- 3 ● “Outside Activities” – Khurana agreed that, during his employment at Meta, he
4 would not “engage in any other employment, consulting or other business
5 activity without the written consent” of Meta. (Offer Letter, Section 6).
- 6 ● “No Conflicting Obligations” – Khurana agreed that, during his employment at
7 Meta, he would not “enter into any oral or written agreement in conflict” with
8 either the obligations in the offer letter, the CIIAA or in Meta’s policies.
9 (Offer Letter, Section 5).

10 36. Like all employees at Meta, Khurana had a duty of loyalty throughout his
11 employment. And, given his very senior role at Meta, Khurana also had additional fiduciary
12 duties to Meta during his employment.

13 37. As a Vice President of Infrastructure, Khurana was a highly compensated Meta
14 employee. This includes, on information and belief, throughout the time period that Khurana was
15 breaching his contractual obligations and his duties to Meta. Among other things, on May 15,
16 2023, Khurana vested in additional Meta Restricted Stock Units (as part of his overall
17 compensation). That same day, Khurana gave notice to Meta that he would be departing Meta’s
18 employment shortly.

19 38. On June 1, 2023, Khurana left Meta. On information and belief, Khurana is now
20 leading the supply-chain group at his new employer.

21 **II. Khurana Breaches His Obligations and Duties to Meta**

22 39. On information and belief, no later than Spring 2023, Khurana started having
23 discussions with individuals associated with his new employer regarding Khurana’s potential
24 move from Meta.

25 40. On information and belief, on or around May 2, 2023, Khurana traveled to London
26 to stay at the Rosewood Hotel for what appears to have been an interview for an executive,
supply-chain position with his new employer.

1 41. On information and belief, as part of Khurana’s interview process with his
2 potential new employer, Khurana was asked to complete a writing assignment. Khurana later
3 printed that writing assignment at the Rosewood Hotel on May 2, 2023, using his Meta email or
4 network access. The writing assignment asked Khurana to explain how he would help his
5 potential new employer develop the supply chain for a company building data centers using
6 specific technologies that were identified in the question’s prompt.

7 42. On information and belief, by no later than Spring 2023, Khurana began breaching
8 his obligations and duties to Meta. This includes, but is not limited to, the fact that Khurana’s
9 written response to his writing assignment for his job interview disclosed non-public information
10 about Meta’s relationship with certain suppliers that it uses for its data centers. For example, this
11 written response disclosed information regarding how Meta works with a key supplier of
12 components for Meta’s data centers. Khurana’s written response also disclosed non-public details
13 regarding the history of Meta’s relationships with other large technology companies—all
14 companies that have supplied, or supply, products for Meta.

15
16 **III. Khurana Takes and Misuses Meta’s Confidential Information**

17 43. No later than Spring 2023, Khurana also breached his obligations and violated
18 duties to Meta in numerous other ways. This includes, but may not be limited to, Khurana
19 intentionally uploading—on numerous days in May 2023—proprietary, confidential, non-public
20 and highly sensitive Meta information, including several documents containing information
21 regarding Meta’s employees and several other documents that Khurana obtained from other Meta
22 employees. Khurana ultimately uploaded *hundreds* of documents containing proprietary,
23 confidential, non-public, and highly sensitive Meta information to his personal accounts before
24 his departure from Meta in early June 2023. Meta is informed and believes that Khurana likely
25 uploaded such Meta documents so that such documents could assist him at his new employment.
26

1 44. For example, on or about May 11, 2023, Khurana uploaded a spreadsheet
2 containing highly sensitive, confidential, and non-public Meta information regarding Meta’s “Top
3 Talent.” This spreadsheet contains information regarding hundreds of Meta employees, including
4 information regarding their level and performance. This spreadsheet also included promotion-
5 related information. The personnel data in this spreadsheet appears to have been obtained from
6 Meta’s internal Performance Management Tool. On information and belief, this spreadsheet was
7 not created in the ordinary course of Meta’s business, but instead created by Khurana for his
8 personal use and/or benefit at his new employer and/or to unfairly compete with Meta for
9 employees at his new employer. Khurana uploaded this “Top Talent” spreadsheet to a location
10 on his personal Dropbox account entitled “https://www.dropbox.com/personal/[new
11 employer]/Info,” on or about May 11, 2023. As explained further below, Meta is informed and
12 believes that Khurana placed this spreadsheet onto his new work laptop after starting work at his
13 new employer and sent it to others.
14

15 45. As another example, on or about May 11, 2023, Khurana uploaded, to his personal
16 files, a spreadsheet containing 2022 information regarding employees in Meta’s supply-chain
17 organization. This document contains highly sensitive, confidential, and non-public Meta
18 information regarding numerous Meta employees, including skills-related information and
19 detailed compensation data. Khurana uploaded this spreadsheet to a location on his personal
20 Dropbox account entitled “https://www.dropbox.com/personal/[new employer]/Info.” As
21 explained further below, Meta is informed and believes that Khurana later placed this spreadsheet
22 onto his new work laptop after starting work at his new employer.
23

24 46. On information and belief, as another example, on or about May 11, 2023,
25 Khurana uploaded a PowerPoint called “Dec-2022-Data.pptx” from Meta’s systems to his
26

1 personal files. Khurana uploaded this file to a location on his personal Dropbox account
2 entitled “https://www.dropbox.com/personal/[new employer]/Info.”

3 47. On information and belief, as another example, on or about May 12 and May 13,
4 2023, Khurana uploaded numerous additional files containing Meta information to a folder
5 entitled “https://www.dropbox.com/personal/Meta%20Macbook%20Transfer.” These files
6 included documents covering several years’ worth of proprietary, highly sensitive, confidential,
7 and non-public information regarding Meta, including documents on Meta’s supply-chain
8 organization’s headcount, a 3-year business plan, organization and reporting-structure
9 information, and expense planning and allocation documents.

10 48. On information and belief, as another example, on or about May 15, 2023 (the day
11 that Khurana vested in additional Meta Restricted Stock Units), Khurana took at least the
12 following actions:

13 i) Khurana uploaded a spreadsheet containing year-end 2021 information
14 regarding employees in Meta’s supply-chain organization into a subfolder bearing the name of his
15 new employer. The document contains highly sensitive, confidential, and non-public personnel
16 information for hundreds of Meta employees including their performance ratings, their salary, and
17 their unvested equity. This document also contains details indicating whether the employees
18 received additional compensation (for exceptional performance) in the prior year, and data used
19 to determine potential additional compensation in the current year. On information and belief, the
20 data in this spreadsheet about Meta employees was obtained in some manner from Meta’s internal
21 Compensation Cycle Management Tool. As explained below, Meta is informed and believes that
22 Khurana transferred this document to his new work laptop after starting work at his new
23 employer.
24
25
26

1 ii) Khurana announced his upcoming departure to a Meta Human Resources
2 Business Partner on May 15, 2023. Before doing so, on information and belief, Khurana took the
3 opportunity to gather proprietary, confidential, non-public, and highly sensitive Meta vendor
4 contracts. At 5:31 a.m. that day, Khurana emailed one of his subordinate employees, stating that
5 he had an “urgent” request for Meta’s “pricing agreement” for certain computing hardware made
6 by that supplier, “prelim pricing” for hardware from that supplier, and “hardware Specs” for both.
7 Unaware of Khurana’s plans, the employee provided Khurana with, among other things, Meta’s
8 pricing-form agreement with that supplier for the computing hardware and the supplier’s Meta-
9 specific preliminary pricing for a particular chip. Khurana subsequently uploaded that
10 information, along with several other files regarding the supplier, to a location on his personal
11 Dropbox entitled: “https://www.dropbox.com/personal/[new employer]/[Supplier’s Name]².”

13 iii) Less than twenty minutes later, at 5:50 a.m. the same day, Khurana made a
14 request to another subordinate employee for Meta’s current pricing agreements for its generators.
15 The employee provided Meta’s contracts with two vendors that supply generators for its data
16 centers. Khurana subsequently uploaded that to a location on his personal Dropbox entitled:
17 “https://www.dropbox.com/personal/[new employer]/IDC.”

18 iv) On information and belief, on or about May 15, 2023, Khurana obtained
19 Meta’s proprietary, highly sensitive, confidential, and non-public Strategic Business Agreement
20 with a key Meta supplier and an amendment to that agreement concerning, among other things,
21 Meta’s product orders and pricing information for certain computing hardware made by that
22 company. Meta’s pricing information with its vendors provides insight for a company seeking to
23 build its own data centers, and allows them to obtain a competitive advantage in that company’s
24 own efforts to secure products for its data centers. Khurana uploaded that information to a

26 _____
² The supplier’s name is being withheld to preserve its privacy.

1 location on his personal Dropbox account entitled “https://www.dropbox.com/personal/[new
2 employer]/Commercial%20Paper.”

3 v) On information and belief, on or about May 15, 2023, Khurana obtained an
4 amendment to another proprietary, highly sensitive, confidential, and non-public strategic-
5 business agreement with another key supplier. The agreement contains pricing information,
6 minimum-purchase terms, and total-spend terms. Khurana uploaded that information to a
7 location on his personal Dropbox account entitled “https://www.dropbox.com/personal/[new
8 employer]/Commercial%20Paper.”

9 vi) On information and belief, on or about May 15, 2023, Khurana obtained
10 another spreadsheet from Meta’s corporate One Drive account named “FIO Should Cost Model
11 Master.xlsx.” Khurana uploaded this document to a location on his personal Dropbox account
12 entitled “https://www.dropbox.com/personal/[new employer].”

13 49. As another example, on information and belief, on or about May 22, 2023,
14 Khurana uploaded two documents to his personal Gmail account. These documents were:
15

- 16 i) An Excel spreadsheet called “For Review-tsk input.xlsx”; and
17 ii) A Word document called “Writing Assignment Supply Chain v3 - TSK
18 Response.docx.”

19 50. On information and belief, these two documents relate to Khurana’s new
20 employer, including the “Writing Assignment” that Khurana prepared for his employment
21 interview with his new employer.

22 51. On information and belief, as another example, on or about May 24 and 27, 2023,
23 Khurana uploaded numerous documents to a non-Meta owned Google Drive account, including
24 documents and files called:

- 25 i) “fb infrastructure summit 2015.zip”;
26

1 ii) “FACEBOOK_SOE_1920x1080-ProRes.mov”; and

2 iii) “SOE All Hands Opener - Long_FINAL v2.mp4”

3 52. As another example, on or about May 28, 2023, just days before his departure
4 from Meta, Khurana uploaded several of Meta’s proprietary, highly sensitive, confidential and
5 non-public PowerPoint documents to a non-Meta owned Google Drive account. On information
6 and belief, at least some of the documents Khurana uploaded on May 28, 2023, were likely to be
7 highly relevant to helping Khurana build the supply-chain organization at his new employer.
8 Indeed, as detailed further below, Meta is informed and believes that Khurana later transferred
9 four of these Meta PowerPoint documents onto his new work laptop shortly after starting work at
10 his new employer. The documents uploaded to this non-Meta Drive account on May 28, 2023,
11 included the following:

12 i) Khurana uploaded a PowerPoint related to Meta’s supply-chain
13 organizations’ prior redesign process. This PowerPoint included, among other things,
14 proprietary, highly sensitive, confidential and non-public information regarding Meta’s 2022
15 redesign of its global-supply-chain group, including assessments of the organization’s efficiency,
16 and metrics for assessing various functions of that group. The information reflects significant
17 investment by Meta concerning its redesign of its global-supply-chain group, and, on information
18 and belief, would directly aid Khurana in building his own efficient and effective supply-chain
19 organization by bypassing years of investment;

20 ii) Khurana uploaded a PowerPoint providing an overview of Meta’s supply-
21 chain organization that was expressly marked as “Confidential”;

22 iii) Khurana uploaded an April 2023 PowerPoint regarding Meta’s future
23 “roadmap” with a key supplier. This PowerPoint included proprietary, highly sensitive,
24 confidential and non-public information regarding Meta’s relationship with a key supplier; and
25
26

1 iv) Khurana uploaded a PowerPoint discussing Meta’s use of GPUs for
2 Artificial Intelligence.

3 53. As another example, on information and belief, on or about May 30, 2023,
4 Khurana uploaded several hundred Meta documents from Meta’s corporate One Drive account to
5 his personal Dropbox account. The uploaded documents included proprietary, highly sensitive,
6 confidential, and non-public information belonging to Meta such as engineering-calibration
7 design guidelines, onboarding plans for certain Meta’s employees, and a cost tracker.

8 54. As another example, after starting work at his new employer, Khurana placed a
9 “Supply Chain Scaling” presentation from Meta onto his new work laptop. The document
10 originated at Meta (as confirmed by the metadata on the document itself) and contained
11 proprietary, confidential, and non-public information about Meta’s strategy and was presented to
12 senior leadership at Meta to drive strategy and investments. The document, as created at Meta,
13 was labeled “CONFIDENTIAL - FOR INTERNAL USE ONLY - 2022.” On information and
14 belief, Khurana removed this confidentiality label and then attempted to scrub the document of its
15 references to Meta. In many—but not all—places, the term “Meta” is replaced by an “X.” But in
16 at least five locations the term “Meta” was, on information and belief, inadvertently retained.

17 55. On information and belief, Khurana had no legitimate Meta-related purpose for
18 compiling and/or uploading Meta’s proprietary, highly sensitive, confidential, and non-public
19 information during his Meta employment. Khurana instead took such action to try and benefit
20 himself and/or his new employer, including to help ensure that Khurana would continue to work
21 at his new employer, continue to receive significant compensation from his new employer and/or
22 to enable Khurana to take shortcuts in building his supply-chain organization at his new employer
23 and/or helping to build his new employer’s business.

1 56. On information and belief, Khurana also had no legitimate Meta-related purpose
2 for retaining and/or using Meta’s proprietary, highly sensitive, confidential, and non-public
3 information after his Meta employment ended. Khurana took such action to try and benefit
4 himself or his new employer, including to help ensure that Khurana would continue to work at his
5 new employer, continue to receive significant compensation from his new employer, and/or to
6 enable Khurana to take shortcuts in building his supply-chain team at his new employer and/or
7 helping to build his new employer’s business.

8 57. As just one example, press reports indicate that Khurana’s new employer has been
9 offering unusually high employees salaries for the industry, and large annual bonuses. On
10 information and belief, having Meta’s proprietary, highly sensitive, confidential, and non-public
11 information, including about how Meta built its industry leading, cutting-edge supply chain for its
12 infrastructure organization, would help Khurana to move quickly in building a similar supply-
13 chain structure at his new employer, guarantee his value to new employer, and help ensure
14 significant payments.

15 58. As another example, the trove of employee-related information that Khurana took
16 reveal Meta’s internal, confidential, and non-public assessments of which employees had a
17 “proven track record” and those who were “proven leaders.” On information and belief, having
18 such Meta information would allow Khurana to fast track the process of hiring key supply-chain
19 employees at his new employer. On information and belief, the highly sensitive, confidential and
20 non-public Meta information about Meta employees’ skills, performance, and compensation
21 would also allow Khurana or his new employer to compete unfairly with Meta for such
22 employees, including but not limited to by targeting specific Meta employees and tailoring
23 recruitment and negotiation tactics based on Khurana’s knowledge of unvested equity, among
24 other confidential information. On information and belief, having Meta’s highly sensitive,
25
26

1 confidential, and non-public information regarding these Meta employees would also allow
2 Khurana to fast-track his process of hiring an experienced supply-chain team, allowing Khurana
3 to prove his value to his new employer and benefit personally.

4 59. As another example, the trove of supplier and vendor-related documents that
5 Khurana took from Meta reveal key terms and attributes of Meta’s relationship with such
6 suppliers and vendors. On information and belief, having such information would allow Khurana
7 or his new employer to shortcut their negotiations with vendors and suppliers and allow Khurana
8 or his new employer to compete unfairly with Meta. On information and belief, Khurana was
9 likely aware of the importance of this supplier and vendor information to Khurana’s new position
10 because several of the suppliers and vendors mentioned in Khurana’s written response to his May
11 2023 writing assignment are the exact suppliers and vendors for which Khurana took confidential
12 Meta information. On information and belief, having Meta’s information regarding these
13 suppliers and vendors would allow Khurana to shortcut his negotiation process with such
14 suppliers and speed up the development process for the supply-chain team he was developing at
15 his new employer—allowing him to prove his value to his new employer and benefit personally.

16 60. As another example, the trove of business and supply-chain-organization-related
17 documents that Khurana compiled and took from Meta would enable anyone with such
18 information to determine what key steps Meta has taken to create its industry-leading supply-
19 chain organization. On information and belief, having such information would allow Khurana to
20 shortcut his development process for the supply-chain team he was developing at his new
21 employer—allowing him to prove his value to his new employer and benefit him personally.

22 **IV. Khurana’s Other Wrongful and Disloyal Acts**

23 61. In addition to Khurana’s actions regarding the Meta proprietary, highly sensitive,
24 confidential, and non-public information and documents detailed above, on information and
25
26

1 belief, Khurana took other wrongful and disloyal actions, both during and after his Meta
2 employment.

3 62. For example, on May 22, 2023, after he gave Meta notice that he would be
4 departing Meta shortly but while he was still a Meta employee, Khurana was asked to sign a
5 Termination Certificate for Meta. This document specifically referenced Khurana’s obligations
6 to keep Meta’s information confidential under Section 4 of the CIIA, including his obligation to
7 “preserve as confidential” Meta’s “confidential knowledge, data or other proprietary information”
8 relating to a variety of non-public information. This document also specifically referenced
9 Khurana’s obligation to ensure that he would not take Meta documents, property or information
10 with him, except for a narrowly defined category of documents inapplicable here.

11 63. Even though Khurana was still a Meta employee, had only recently taken
12 documents and information from Meta and would ultimately continue to do so until his
13 employment at Meta ended in early June 2023, Khurana refused to sign this Termination
14 Certificate. In doing so, Khurana did not disclose to Meta that he had already taken proprietary,
15 highly sensitive, confidential, and non-public documents and information from Meta, that he
16 maintained such Meta documents and information in his possession, that he planned to take
17 further proprietary, highly sensitive, confidential, and non-public Meta documents and
18 information, and, on information and belief, that he had already disclosed, or planned to disclose,
19 Meta’s information and/or documents to others. And, on information and belief, even though
20 Meta’s May 2023 Termination Certificate should have reminded Khurana of his on-going
21 obligations to Meta, Khurana subsequently and intentionally violated those obligations, both by
22 keeping proprietary, highly sensitive, confidential, and non-public Meta information after his
23 employment and by using and disclosing such information at his new employer.
24
25
26

1 64. As another example, on information and belief, in May 2023, while still employed
2 at Meta, Khurana started preparing work product to assist his new employer and started having
3 meetings with his new employer. One example of this work product is the “Top Talent”
4 spreadsheet discussed above, which contained Meta’s highly sensitive, non-public, and
5 confidential information regarding hundreds of Meta employees.

6 65. On information and belief, another example is a May 26, 2023 meeting that
7 Khurana held with a senior executive of his new employer. Following this meeting, on or around
8 May 27 and/or May 28, 2023, Khurana drafted a slide deck entitled “Supply Chain Team@[new
9 employer].” Khurana appears to have finalized this slide deck on the evening of May 28, 2023.
10 Notably, on the morning of May 28, 2023—right before finalizing the supply-chain slide deck for
11 his new employer—Khurana uploaded to his Google Drive account a copy of a Meta proprietary,
12 highly sensitive, confidential, and non-public slide deck regarding Meta’s recent re-design of its
13 supply-chain organization. In the slide deck for his new employer, Khurana described the
14 shortcuts his new employer would have to take to reach its scale goal:
15

16 “We do not have the luxury of learning-as-we-go. Hire talent that has a
17 proven track record of achieving the highest standards for an @scale
18 business comparable with where we will be in 3 years in terms of
19 technology scope, DC scale, product complexity, global reach and
dollar spend. Seed proven leaders at all levels and hire 80%
experienced IC’s and 20% that need training.”

20 In this slide deck, Khurana also provided detailed thoughts on his “proposed supply chain
21 functional organization,” including details regarding proposed functional roles, proposed
22 groupings and proposed locations. Similar information is also discussed in the Meta slide deck,
23 regarding Meta’s supply-chain organization’s redesign, that Khurana uploaded to his non-Meta
24 Google Drive account earlier that day.

25 66. On information and belief, as another example, since Khurana departed from
26 Meta, Khurana has also participated directly or indirectly in using, and/or providing, highly

1 sensitive, confidential, and non-public information about Meta employees to aid himself, and/or
2 his new employer, in soliciting Meta employees. Such actions have included at least the
3 following:

4 i) Multiple current or former Meta employees have been contacted by
5 Khurana or his new employer since the time that Khurana began discussions about leaving Meta
6 for his new employer. Notably, at least eight employees that are listed in the “Top Talent”
7 spreadsheet left Meta to join Khurana’s new employer between June and November 2023 and
8 Meta is informed and believes that at least some of these departures likely resulted from
9 Khurana’s disclosure and/or use of non-public information regarding Meta employees during his
10 new employment. Moreover, many current or former Meta employees identified in this document
11 were contacted regarding employment at Khurana’s new employer after Khurana took this
12 employee information from Meta, and Meta is informed and believes that these contacts likely
13 resulted from Khurana’s disclosure and/or use of non-public information regarding Meta
14 employees during his new employment.
15

16 ii) Several Meta employees have been contacted by Khurana directly about
17 potentially joining Khurana’s new employer, whether by text, LinkedIn or other means; and

18 iii) At least one Meta employee has been contacted by an employee from
19 Khurana’s new employer who stated that Khurana had flagged the employee as a potential recruit.

20 67. On September 21, 2023, Meta sent Khurana a letter re-reminding him of his
21 ongoing confidentiality obligations to Meta in light of his new employment. Even after receiving
22 this letter, Meta is informed and believes that Khurana still maintained, and/or continued to use,
23 Meta documents and information to benefit himself and/or his new employer.
24

25 68. In November 2023, Meta contacted Khurana’s new employer (cc’ing Khurana)
26 about Khurana’s suspicious activity regarding Meta documents before Khurana’s departure from

1 Meta. Since this letter, however, Meta has been unable to obtain complete facts regarding
2 Khurana's misuse of Meta information or actions since leaving Meta..

3 69. Since November, additional information has only confirmed Meta's information
4 and belief regarding the highly disloyal, egregious, and unlawful nature of Khurana's behavior
5 towards Meta and only confirmed how long Khurana's wrongful behavior toward Meta has
6 continued. Meta is also informed and believes that, since November, Khurana has continued not
7 to fully disclose, and/or has misstated, at least some key facts regarding his wrongful conduct
8 towards Meta.

9 70. As one example, on information and belief, in early January 2024, Khurana
10 denied, "again", that he shared Meta files with personnel at his new employer. Despite this, Meta
11 is informed and believes that, after starting work at his new employer, Khurana placed at least
12 eight of the documents he took from Meta onto his new work computer. Similarly, Meta is
13 informed and believes that Khurana sent others a copy of the Meta "Top Talent" spreadsheet after
14 starting work at his new employer.

15 71. As another example, on information and belief, in December 2023, Khurana
16 denied initiating "first" contact with Meta employees to recruit them to leave Meta until "after"
17 such employees were contacted by his new employer's recruiting personnel. Despite this, Meta is
18 informed and believes that that Khurana contacted, in the first instance, multiple Meta employees,
19 including Meta employees who were listed and were highlighted on the "Top Talent" spreadsheet
20 taken from Meta.

21 72. Meta is also informed and believes that Khurana has, and may continue to,
22 personally benefit from his wrongful and disloyal conduct towards Meta. For example, Meta is
23 also informed and believes that Khurana continues to lead efforts at his new employer to build its
24 supply chain, despite the fact that Khurana compiled and took troves of Meta's proprietary,
25
26

1 highly sensitive, confidential, and non-public information regarding its data centers and supply-
2 chain organization—including copies of Meta’s contracts with vendors and documents regarding
3 how to set up, and design, a supply-chain group.

4 73. Meta is also informed and believes that Khurana continues to be in a position
5 where Meta’s information may be useful, and/or financially beneficial, to him. For example,
6 Meta is informed and believes that the Meta information about data centers and its supply chain
7 that Khurana removed from Meta would give Khurana and his new company a valuable
8 advantage that, on its own, would take Khurana and his new company years to learn on their own.
9

10 **First Cause of Action**

11 **Breach of Contract**

12 **(Against Defendant Khurana)**

13 74. Meta hereby incorporates by reference each of the allegations in the preceding
14 paragraphs as though fully set forth herein.

15 75. Khurana entered into several agreements with Meta including but not limited to:
16 (1) the CIIAA that went into effect on May 12, 2011; and (2) the Offer Letter that went into effect
17 on May 12, 2011 (together, the “Agreements”).

18 76. Meta fully performed its obligations under these Agreements.

19 77. Khurana breached his obligations under the CIIAA and the Offer Letter in
20 numerous ways, including by breaching his (a) contractual confidentiality obligations regarding
21 Meta’s Confidential Information; (b) his contractual obligations to return, and not retain, Meta’s
22 Confidential Information; and (c) his obligations to refrain from outside activities while employed
23 by Meta.

24 78. ***Confidential Information:*** Under the CIIAA, Khurana agreed that “at all times
25 during the term of my Relationship with [Meta] and thereafter,” he would “hold in strictest
26

1 confidence, and not to use, except for the benefit of [Meta] solely to the extent necessary to
2 perform my obligations to [Meta] under the Relationship...any Confidential Information of
3 [Meta] which I obtain or create” (CIIAA Section 4(a)).

4 79. Under the CIIAA, Khurana also agreed that, “at all times during the term of my
5 Relationship with [Meta] and thereafter,” he would not “disclose to any person, firm, corporation
6 or other entity without written authorization of [Meta]...any Confidential Information of [Meta]
7 which I obtain or create.” (CIIAA Section 4(a)).

8 80. Under the CIIAA, Khurana also agreed “not to make copies of such Confidential
9 Information except as necessary to perform my obligations to [Meta] under the Relationship.”
10 (CIIAA Section 4(a)).

11 81. Under the CIIAA, Khurana also agreed that, for “confidential or proprietary
12 information” that Meta obtained from third parties which is subject to confidentiality agreements,
13 he would “hold all such confidential or proprietary information in the strictest confidence and not
14 to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my
15 work for [Meta] consistent with [Meta’s] agreement with such third party.” (CIIAA Section 4(c)).

16 82. The CIIAA further provides that Khurana agrees that he will not “make copies” of
17 any of Meta’s Confidential Information “except as necessary to perform [his] obligations” to
18 Meta as part of his job. (CIIAA Section 4(a)).

19 83. Moreover, the CIIAA provides that prior to departing Meta, Khurana “will deliver
20 to the Company (and will not keep in [his] possession, recreate or deliver to anyone else) any and
21 all devices, records, data, notes, reports, proposals, lists, correspondence, specifications,
22 drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other
23 documents or property, or reproductions of any of the aforementioned items developed by [him]
24
25
26

1 pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.”
2 (CIIAA Section 6).

3 84. The CIIAA also provided that Khurana “agree[d] to sign and deliver” a
4 Termination Certificate upon the termination of his relationship with Meta but that Khurana’s
5 “failure to sign and deliver the Termination Certificate shall in no way diminish [Khurana’s]
6 continuing obligations under [the] Agreement.” (CIIAA Section 6)

7 85. ***Outside Activities:*** Under the terms of the Offer Letter, Khurana agreed that,
8 during his employment at Meta, he would not “engage in any other employment, consulting or
9 other business activity without the written consent” of Meta. (Offer Letter, Section 6.)

10 86. Meta is informed and believes that Khurana breached his obligations under the
11 CIIAA and Offer Letter in numerous ways, including but not limited to, the actions detailed in
12 this complaint such as his actions compiling and/or copying Meta’s non-public, confidential and
13 proprietary documents and information, removing Meta’s proprietary, highly sensitive,
14 confidential and non-public documents and information from Meta, maintaining, and failing to
15 return, Meta’s proprietary, confidential and non-public documents and information after he began
16 work at his new employer, sharing Meta’s proprietary, confidential and non-public documents
17 and information with others outside Meta, placing Meta’s proprietary, confidential and non-public
18 documents and information in non-Meta locations, and/or by using Meta’s proprietary,
19 confidential and non-public documents and information for Khurana’s own purposes or for the
20 purpose of assisting his new employer.
21

22 87. Meta is informed and believes that Khurana further breached his obligations under
23 the CIIAA by, for example, using Meta’s proprietary, highly sensitive, confidential and non-
24 public documents and information to target and/or recruit Meta’s employees following his
25 resignation from Meta or to assist others in doing so.
26

1 employer, and creating work product and/or documents, or consulting, for his new employer
2 during his employment at Meta.

3 95. As a direct and proximate result of Khurana's breach of his duty of loyalty, Meta
4 has sustained damages in an amount to be proven at trial.

5 96. On information and belief, Khurana's breaches of his duty of loyalty were done
6 with malice and oppression, thereby entitling Meta to an award of punitive damages under Code
7 of Civil Procedure § 3294.

8 97. Meta has also suffered irreparable harm from Khurana's unlawful actions, and is
9 entitled to seek injunctive relief to prevent such harm from continuing to occur.

10
11 **Third Cause of Action**

12 **Breach of Fiduciary Duty**

13 **(Against Defendant Khurana)**

14 98. Meta hereby incorporates by reference each of the allegations in the preceding
15 paragraphs as though fully set forth herein.

16 99. Khurana owed Meta a fiduciary duty and obligation of loyalty and confidentiality
17 as a function of his position as Vice President of Infrastructure at Meta. In that position, Khurana
18 participated in the management of the supply-chain organization in particular and the
19 infrastructure group more generally. He exercised discretionary authority over critical business
20 functions including how the organization would be structured, who would be hired, what their
21 compensation would be, setting strategic priorities for the organization, managing the work that
22 individual contributors and other managers did, negotiating with critical suppliers, and
23 representing the infrastructure group not only vis-a-vis other divisions at Meta, but also
24 representing the group with external actors more generally.
25
26

1 opportunities based on his misuse of Meta’s proprietary, confidential, non-public and/or highly
2 sensitive documents and information and other unlawful conduct.

3 106. Khurana should be required to disgorge and return to Meta all the ill-gotten gains
4 that he illegally and wrongfully obtained at the expense of Meta, in an amount to be determined at
5 trial, and a constructive trust should be imposed thereto.

6 **Fifth Cause of Action**

7 **Violation of California Computer Data Access and Fraud Act (Penal Code § 502)**

8 **(Against Defendant Khurana)**

9 107. Meta incorporates and re-alleges the preceding paragraphs of this Complaint as if
10 fully set forth herein.

11 108. Khurana intentionally took the proprietary, highly sensitive, confidential and non-
12 public Meta documents and information mentioned above knowing that his actions were done
13 without Meta’s permission.

14 109. Khurana knowingly accessed Meta’s computer systems and without permission
15 took or copied data from those computer systems.

16 110. Khurana was aware that the documents and information he was taking was not
17 permitted to be taken off of Meta’s computers and network and that his actions were not
18 reasonably necessary to the performance of his work obligations for Meta.

19 111. As a direct and proximate result of Khurana’s actions, Meta has sustained damages
20 in an amount to be proven at trial, including without limitation, investigative costs based on these
21 incidents.

22 112. Khurana’s actions were willful as he was aware his actions were in violation of
23 Meta’s rights, including its contractual rights and in light of the duties that Khurana owed to it
24 both as an employee and a fiduciary.
25
26

