

1 Brandon H. Brown, P.C. (SBN 266347)
bhbrown@kirkland.com
2 KIRKLAND & ELLIS LLP
555 California Street, 27th Floor
3 San Francisco, CA 94104
Telephone: (415) 439-1400
4 Facsimile: (415) 439-1500

5 Russell E. Levine, P.C. (*pro hac vice* to be filed)
russell.levine@kirkland.com
6 Kourtney Baltzer (*pro hac vice* to be filed)
kourtney.baltzer@kirkland.com
7 KIRKLAND & ELLIS LLP
300 North LaSalle
8 Chicago, IL 60654
Telephone: (312) 862-2000
9 Facsimile: (312) 862-2200

10 Steven Dirks (*pro hac vice* to be filed)
steven.dirks@kirkland.com
11 KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W.
12 Washington, D.C. 20004
Telephone: (202) 879-5000
13 Facsimile: (202) 879-5200

14 *Attorneys for Plaintiff Valeo Schalter und*
Sensoren GmbH
15 *Additional attorneys listed in signature block*

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

19 Valeo Schalter und Sensoren GmbH,)
20)
Plaintiff,)
21)
v.)
22)
Nvidia Corporation,)
23)
Defendant.)
24 _____)

CASE NO. 23-cv-5721

**COMPLAINT FOR
MISAPPROPRIATION OF TRADE
SECRETS**

DEMAND FOR JURY TRIAL

1 Plaintiff Valeo Schalter und Sensoren GmbH (“Valeo”) for its Complaint against Nvidia
2 Corporation (“Nvidia” or “Defendant”) alleges as follows and hereby demands a jury trial:

3 **INTRODUCTION**

4 1. For three decades, Valeo has helped usher in a new era of automotive technology
5 through innovation in advanced driving assistance systems. Today, the actions of one brazen former
6 employee and the company he left Valeo to join—Nvidia—have undermined, and threaten to further
7 undermine, the many years of Valeo’s hard work and innovation. By using Valeo’s stolen trade secrets
8 (the former employee has been criminally convicted and a penalty order has issued for his theft),
9 Nvidia has saved millions, perhaps hundreds of millions, of dollars in development costs, and
10 generated profits that it did not properly earn and to which it was not entitled. In using these stolen
11 trade secrets to develop a competing product, Nvidia has diminished the value of Valeo’s trade secrets
12 to Valeo.

13 2. In 1923, Valeo’s parent company was founded with one goal: serving the automotive
14 industry. In 2023, Valeo proudly celebrates 100 years of innovating and constantly striving to make
15 mobility simpler, safer, and more sustainable. During these 100 years, Valeo has built and maintained
16 a reputation as a market leader, innovating at every step.

17 3. In the 1990s, for example, Valeo was one of the first companies to begin developing
18 ultrasonic parking assistance systems, a novel solution to an age-old problem. In 1991, Valeo
19 developed the now famous reverse beeper parking assistance system, which signals the presence of an
20 obstacle to a driver when reversing by emitting an increasingly loud alert as the driver approaches it.

21 4. Valeo won a 2020 PACE Award (Premier Automotive Suppliers’ Contribution to
22 Excellence; awarded by Automotive News magazine; one of the most prestigious awards in the
23 industry) for the Valeo XtraVue^(TM) Trailer, the world’s first system enabling drivers to “see through”
24 the trailer or caravan they are towing.

1

2

3

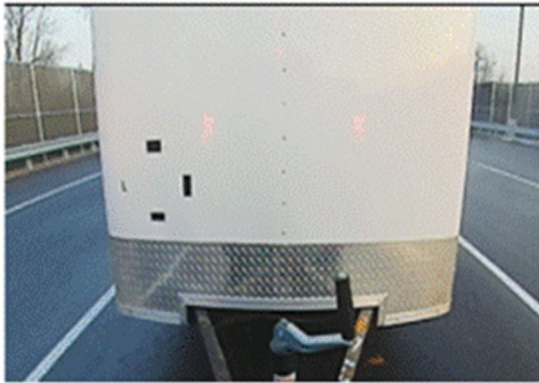
4

5

6

7

8



9

This unique and innovative driving-assistance technology makes towing objects simpler and safer for drivers. It allows drivers to visualize the environment behind a towed vehicle. Unveiled as a world first during the 2019 Consumer Electronics Show, the Valeo XtraVue^(TM) Trailer was brought to market at the end of the same year, underscoring Valeo's ability to quickly transition from revealing an innovation to starting production. Many other systems developed and commercialized by Valeo's Comfort & Driving Assistance business group also have been honored with PACE awards, including a back-over protection system, the Park4U[®] park-assist system (introduced in 2011, it was the world's first automated parking assistance system), a multi-beam-radar blind-spot-detection system, and the LaneVue lane-departure-warning system. Valeo's innovative vision systems, using ultrasonic sensors, radars and cameras, in conjunction with Valeo's creation of, and constant improvements to, the most advanced "state of the art" electronic control units ("ECUs") in the industry, set the gold standard for automotive original equipment manufacturers ("OEMs") across the globe.

21

5. In March 2023, Valeo also won GM's Supplier of the Year award in Advanced Driver Assistance Systems for technology ranging from automatic emergency braking in the event of danger, to monitoring driver alertness, maintaining the vehicle in the correct lane, adapting speed automatically, and adjusting lighting. And in May 2023, Valeo received the SAFETYBEST Award 2023 from AUTOBEST (a European auto jury representing 31 countries), as well as the ICA (Innovation Connectivity Autonomous) Automotive Sensor Hardware Solution of the Year Award—demonstrating Valeo's continued commitment to innovation in the automotive industry. Valeo—having the ultimate mission of making all mobility cleaner, safer, and smarter—is the world leader in

28

1 driver assistance, equipping one out of every three new cars in the world with technology that enables
2 the vehicle to make the right decisions. Valeo’s innovations and developments have resulted in one
3 of the most advanced driver assistance platforms on the market. These platforms, and the technologies
4 enabling them, make driving safer, more intuitive, more autonomous, and more connected than ever
5 before.

6 6. Valeo’s innovation and market leadership in this sophisticated technical field is a result
7 of its commitment to investing in R&D and to teaching and training its employees. With nearly 5,000
8 research and development employees working on advanced driving assistance systems in 12 Valeo
9 R&D centers spread across the globe, Valeo has invested billions of dollars in developing its advanced
10 driving assistance systems. Similarly, Valeo is committed to training its engineers to become experts
11 in the field. Through in-depth training on both Valeo’s ultrasonic sensor hardware and corresponding
12 proprietary post-processing software, Valeo engineers gain knowledge they did not have before
13 working for Valeo and they become specialists who continue to push the boundaries of advanced
14 driving assistance systems.

15 7. Such a substantial investment requires protection. Valeo relies on its trade secrets,
16 patents, copyrights, and trademarks to guard the intellectual property developed as a result of the
17 ingenuity and industry of its employees.

18 8. While Valeo has been a leader of key technology in the automotive industry for a
19 century, Nvidia, on the other hand, is a recent entrant to the automotive industry. Nvidia was founded
20 in 1993, focusing on the personal computing and gaming industry and the design of a type of hardware
21 called graphics processing units (“GPUs”), to improve graphical imaging for computers. Over the
22 years, Nvidia focused its efforts on the world of personal computing and gaming with its hardware.
23 As the automotive industry began incorporating more computing power into vehicles, however, Nvidia
24 wanted a piece of the action. In 2015, decades after Valeo began revolutionizing the advanced driving
25 assistance field, Nvidia introduced its Drive computer platform, a hardware system intended to support
26 advanced automotive technology.

27 9. For the next several years, Nvidia continued to provide hardware systems until an
28 opportunity presented itself recently to bid on a contract with a major automotive OEM. The

1 opportunity was to develop software to help power the most advanced parking and driving assistance
2 technology ever offered by that OEM to its customers. Undeterred by its total lack of experience in
3 developing parking assistance software for the automotive industry, Nvidia bid on and was awarded
4 the contract. Valeo, which had previously provided that OEM with both the hardware and the software
5 for prior parking and driving assistance systems, was only awarded the contract this time to provide
6 ultrasonic sensors, a hardware component used in advanced parking and driving assistance systems.

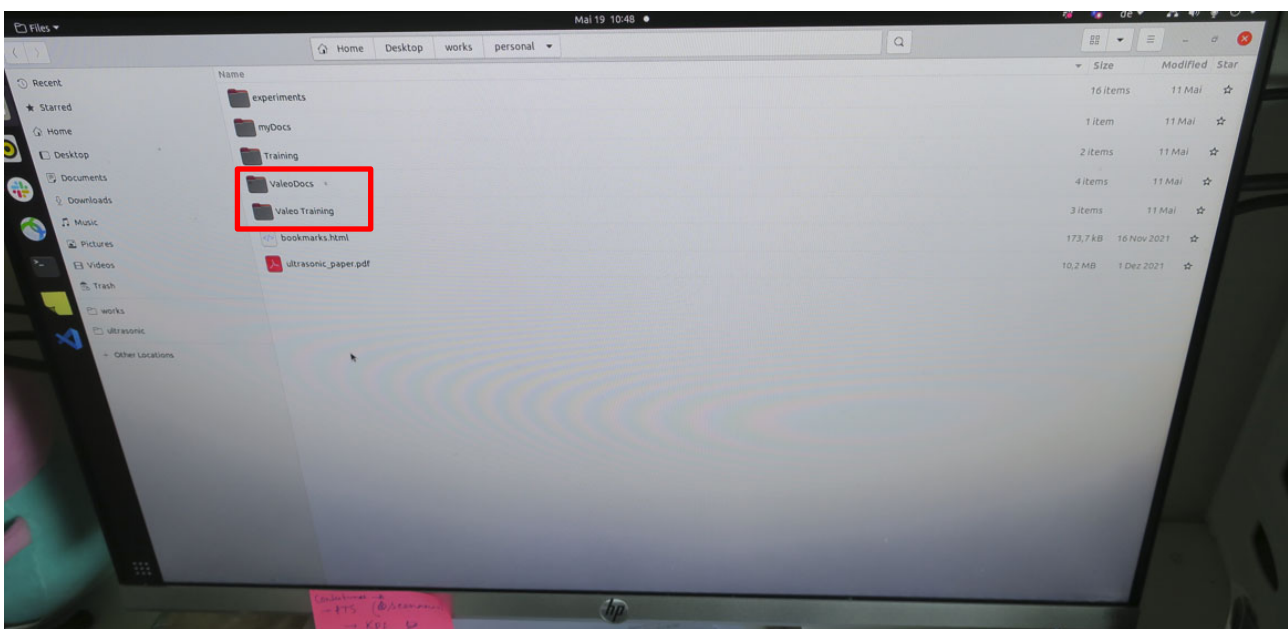
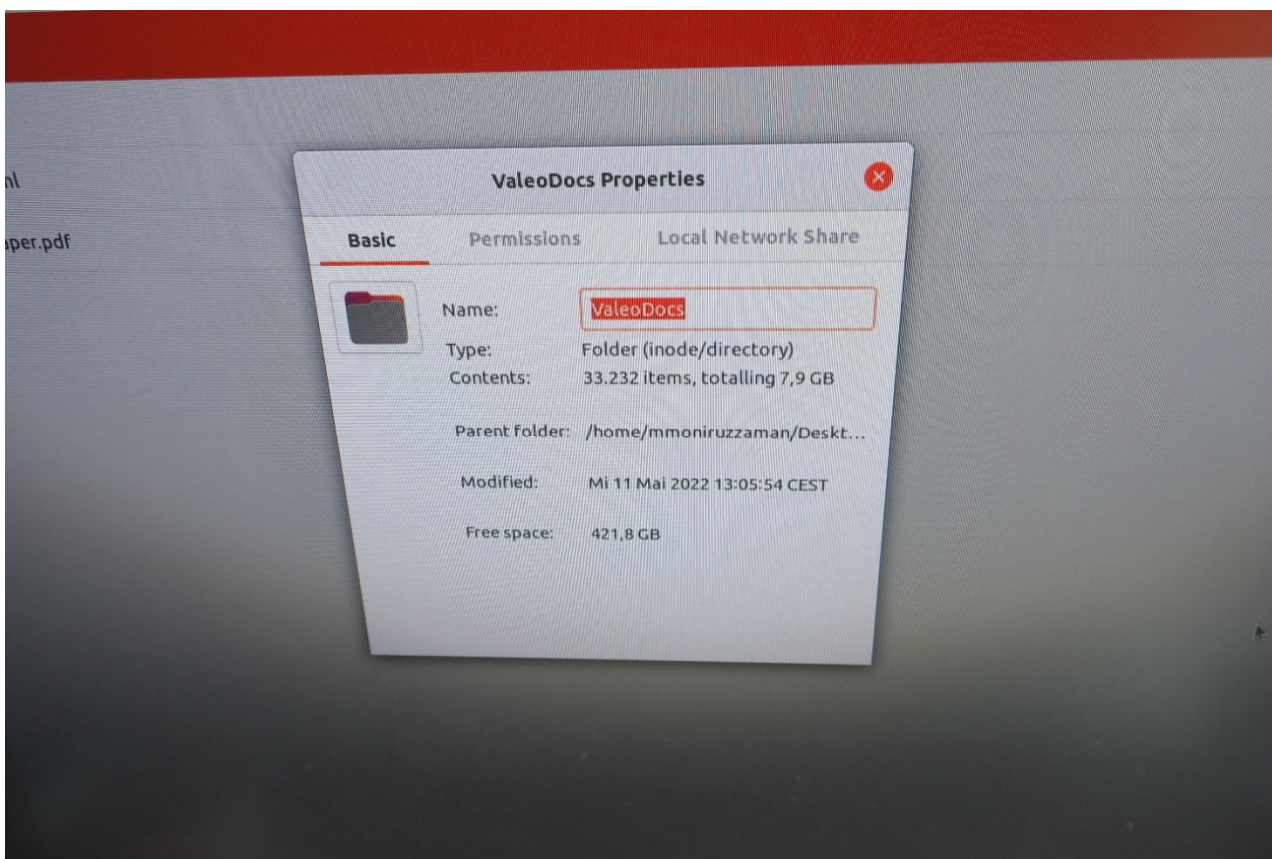
7 10. At the same time, one of Valeo's software engineers—who helped build, code, and
8 develop Valeo's advanced parking and driving assistance software—realized that his knowledge of,
9 and exposure and access to, Valeo proprietary software, technologies, and development techniques
10 would make him exceedingly valuable to Nvidia. In early 2021, shortly after the OEM customer
11 announced that Nvidia would provide the software for its parking assistance technology, Mr.
12 Mohammad Moniruzzaman, at the time a Valeo employee, downloaded without authorization the
13 entirety of Valeo's advanced parking and driving assistance systems source code. Mr. Moniruzzaman
14 did so by granting unauthorized access of Valeo's systems to his own personal email account. He then
15 stole tens of thousands of files and 6 gigabytes of source code, after which, Mr. Moniruzzaman
16 attempted to cover his tracks by subsequently removing his personal account from authorized access.
17 Mr. Moniruzzaman also took with him scores of Valeo Word documents, PowerPoint presentations,
18 PDF files, and Excel spreadsheets explaining various aspects of the technology to further facilitate his
19 understanding of the stolen code, the operation of Valeo's ultrasonic sensors, and the data obtained
20 and transmitted by those sensors. Months later, in August 2021, Mr. Moniruzzaman ended his
21 employment at Valeo and took the stolen source code and technical documentation with him to Nvidia,
22 receiving a promotion to a senior position working on the software development for the very *same*
23 project for the OEM.

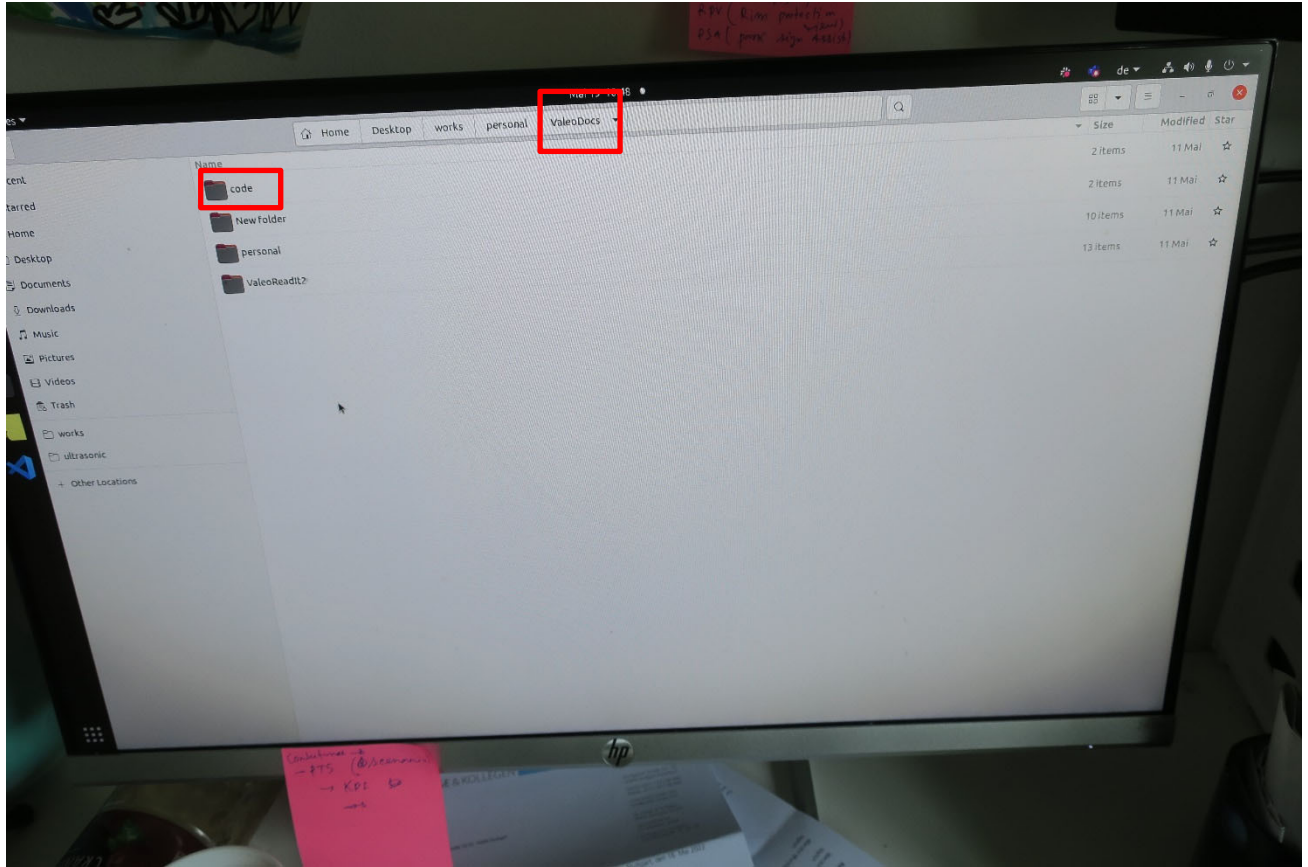
24 11. Though this theft initially went undetected for about six months after Mr.
25 Moniruzzaman started working at Nvidia, Mr. Moniruzzaman's and Nvidia's luck eventually wore
26 out. Under the terms of the contract with the OEM, engineers from both Valeo and Nvidia were to
27 schedule collaboration meetings virtually so that Nvidia employees could ask Valeo employees
28 questions about Valeo's ultrasonic hardware and data associated with the hardware. On March 8,

1 2022, one of these videoconference meetings was scheduled. Mr. Moniruzzaman, now employed by
2 Nvidia, attended the videoconference call—along with four other Nvidia employees, all of whom
3 reside in the United States and at least two of whom reside and work in this district—and shared his
4 computer screen during the call. When he minimized the PowerPoint presentation he had been
5 sharing, however, he revealed one of Valeo’s verbatim source code files open on his computer. So
6 brazen was Mr. Moniruzzaman’s theft, the file path on his screen still read “ValeoDocs.” Valeo
7 participants on the videoconference call immediately recognized the source code and took a screenshot
8 before Mr. Moniruzzaman was alerted of his error. By then it was too late to cover his tracks. An IT
9 audit confirmed that prior to his departure, Mr. Moniruzzaman downloaded the entirety of Valeo’s
10 parking and driving assistance source code files, breaching Valeo IT rules and policy, violating the
11 law, and misappropriating Valeo’s trade secrets.

12 12. In this lawsuit, Valeo seeks, among other remedies, injunctive relief and recovery of
13 damages for Nvidia’s trade secret misappropriation, including Mr. Moniruzzaman’s brazen
14 misconduct and the illegitimate advantage he has given Nvidia in its development of advanced parking
15 and driving assistance software. Nvidia’s attempts to take a shortcut to the marketplace by leveraging
16 Valeo’s stolen software make costly investments in technology futile and harms innovation. Indeed,
17 Valeo’s software and the proprietary teaching and training documents were found on Mr.
18 Moniruzzaman’s Nvidia computer, which were seized by German investigators, in connection with a
19 criminal action in Germany against Mr. Moniruzzaman that resulted in Mr. Moniruzzaman’s
20 September 8, 2023 conviction for unlawful acquisition, use, and disclosure of Valeo’s trade secrets.
21 When questioned by the German police, Mr. Moniruzzaman admitted to stealing Valeo’s software and
22 using that software while employed at Nvidia. In fact, Mr. Moniruzzaman did not deny the charge of
23 the crime at any point during the German criminal investigation. When German police raided Mr.
24 Moniruzzaman’s home as part of the German criminal investigation, they discovered Valeo
25 documentation and hardware pinned on the walls of Mr. Moniruzzaman’s home office—showing that
26 Valeo information was a constant reference tool for him while working at Nvidia. German police also
27
28

1 documented Mr. Moniruzzaman's possession of the Valeo source code and scores of Valeo documents
2 well after his departure from Valeo, and while employed at Nvidia, as shown in the pictures below:





Further, Nvidia has admitted that Valeo's trade secret code has been used by Nvidia to confirm how to interface Nvidia's software with Valeo's ultrasonic hardware (i.e., by using Valeo's proprietary low-level processing) and Mr. Moniruzzaman admitted that he used the trade secret code multiple times while at Nvidia. Discovery likely will show that Nvidia's use of Valeo's trade secrets goes far beyond these already admitted uses. Unless Nvidia's use and misappropriation is stopped, Nvidia's unlawful actions will be the blueprint for future corporate espionage.

THE PARTIES

13. Plaintiff Valeo Schalter und Sensoren GmbH is a leading global automotive supplier and technology company. Valeo and its affiliate companies have locations throughout the world. Focusing on innovation and development of advanced automotive technology, Valeo's sales in 2022 were over \$21 billion. Valeo Schalter und Sensoren GmbH is a company organized and existing under the laws of Germany with its principal place of business at Laiernstraße 12, 74321 Bietigheim-

1 Bissingen, Germany. Valeo supplies its technology, including its driving and parking assistance
2 technology, to motor vehicle manufacturers across the world, including in the United States.

3 14. On information and belief, Defendant Nvidia Corporation is a company organized and
4 existing under the laws of Delaware, with its principal place of business at 2788 San Tomas
5 Expressway, Santa Clara, CA 95051. On information and belief, Nvidia’s automated driving arm
6 operates within the United States and employees that develop technology for Nvidia’s parking and
7 driving assistance systems reside and work in the United States, including within this district.

8 **JURISDICTION AND VENUE**

9 15. This Court has subject matter jurisdiction over the claims asserted herein under 28
10 U.S.C. §§1331 and 1367, and 18 U.S.C. §§1836(c) and 1837. This Court has supplemental jurisdiction
11 over the state law claim asserted herein because it is related to, arises from a common nucleus of
12 operative fact as, and is part of the same case and controversy as, Valeo’s federal claim.

13 16. Venue is proper in this District under the provisions of 28 U.S.C. § 1391(b), because
14 Nvidia is headquartered in this District, transacts business in this District, has misappropriated trade
15 secrets in this District, and is subject to personal jurisdiction in this District. Further, Nvidia
16 employees involved in the misappropriation of Valeo’s trade secrets reside and/or work in this District.

17 17. This Court has personal jurisdiction over Nvidia because it is headquartered in Santa
18 Clara, California and is thus “fairly at home” in this District. Moreover, on information and belief,
19 Nvidia continues to misappropriate Valeo’s trade secrets in this District, for example by using Valeo’s
20 trade secreted technology in this District.

21 **DIVISIONAL ASSIGNMENT**

22 18. This case is an Intellectual Property Action under Civil Local Rule 3-2(c). Pursuant to
23 Civil Local Rule 3-5(b), this case shall be assigned on a district-wide basis.

24 **FACTUAL BACKGROUND**

25 **Valeo is a Leader in Technology for Autonomous Vehicles**

26 19. For nearly three decades, Valeo has been a market leader in the development of
27 hardware and software for autonomous vehicles and driving assistance technology including sensing,
28 parking assistance, and maneuvering. Valeo’s position is not mere happenstance; it is the result of

1 Valeo’s investment of more than 30 years and billions of dollars into software for driving assistance
2 systems. Valeo’s team of software engineers has worked continuously to develop its technology, and
3 as a direct result of that effort, has developed one of the most advanced automotive object recognition
4 and autonomous vehicle control platforms in the industry.

5 20. Innovation is the heart of Valeo’s development strategy, and the market has, in turn,
6 rewarded it for its innovations. In 2022, Valeo and its affiliates generated over \$21 billion in
7 worldwide sales, and Valeo projects double digit increases built on the back of its technological
8 expertise in autonomous driving technology.

9 21. Valeo and its affiliates employ over 100,000 people worldwide, including in the United
10 States. Valeo’s dedication to innovation, and its protection of that innovation, has allowed it to
11 continuously improve the technology powering the ever-growing autonomous vehicle market,
12 including advanced sensors, control units, and algorithms for recognizing objects and assisting drivers.
13 Further, Valeo’s commitment to training and teaching has allowed Valeo to cultivate a workforce full
14 of talented engineers. In fact, over 40% of Valeo’s engineers are software and system engineers that
15 have helped build Valeo’s sought after advanced parking and driving assistance systems, resulting in
16 ever growing worldwide demand for such systems, especially advanced parking assistance systems.
17 In the United States, Valeo affiliates employ approximately 5,000 people at 11 production sites and 3
18 development centers. Valeo also supplies its technology to all of the major automotive OEMs in the
19 United States.

20 22. Valeo develops both proprietary hardware (e.g., cameras and sensors) as well as the
21 software that processes the data gathered by the hardware. The physical ultrasonic sensors provide
22 a signal that is referred to as sensor raw data. Software—referred to as ultrasonic low-level
23 processing—is required to process, interpret, and analyze the raw data into functional data referred to
24 as low level sensor data. Finally, the processed data is further analyzed, either by a human or, in the
25 case of autonomous vehicles, by additional software, to provide recommendations or aids based on
26 the interpreted and analyzed data. This is commonly referred to as upper-level data. Valeo is a leading
27 provider of technology that collects and processes all three levels of data, along with the hardware that
28 power advanced driving assistance systems technologies.

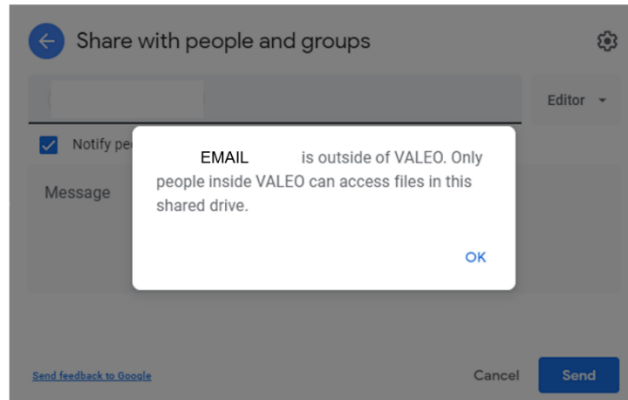
1 27. All hard drives on Valeo laptops and other sensitive computer systems are encrypted.
2 When an employee starts up his or her computer, the employee must use an appropriate password to
3 start the computer. Valeo’s computers can only be used when a physical access card is inserted into
4 the computer and a password is entered, which provides access to the Windows operating system.
5 Each employee is issued one physical access card and is instructed that only one card per employee
6 can be active. If an employee loses an access card or if it is stolen, it is deactivated and another access
7 card is issued. Valeo’s computers are programmed to lock automatically if the access card is removed
8 from the computer.

9 28. Data access is granted only on a need-to-know basis. For software and source code,
10 like the source code at issue here, only those employees who work with the source code have access
11 to it. Access is further limited by assigning employees specific roles that determine whether they have
12 “read only” access or the ability to download and modify the code. Access is additionally limited by
13 further password protection. If an employee shifts to a different project or moves to a different role at
14 Valeo, the employee will lose access rights that are not required for the new project or role once their
15 manager reports the shift in responsibilities. In addition, Valeo applies the need-to-connect and need-
16 to-use principles, granting employees access to data or particular projects only when then they need
17 to connect or use them.

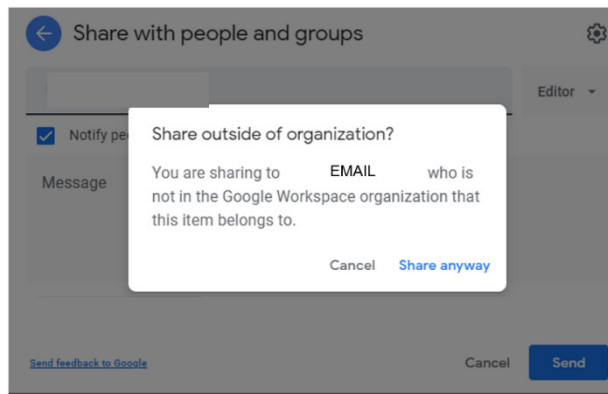
18 29. When an employee is not on-site at a Valeo office, external access to Valeo’s networks
19 is possible only through Pulse Secure, a virtual private network (VPN), on a Valeo authorized
20 computer. Pulse Secure requires the employee to enter another password—different than the password
21 used to log into Windows. The USB ports of Valeo’s computers are also disabled by default to prevent
22 data transfer to USB thumb drives or other external hard drives. Use of USB devices is only allowed
23 with prior approval.

24 30. Each employee at Valeo is provided with two Google Drive file storage locations: (1)
25 a “My Drive” storage space for personal storage of files still within the Valeo system, and (2) a “Shared
26 Drive,” which includes all folders organization wide that the employee can access. Transfers from the
27 “Shared Drive” to external sources is restricted and attempts are blocked by the system, warning the
28 employee that “[o]nly people inside Valeo can access files in this shared drive.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

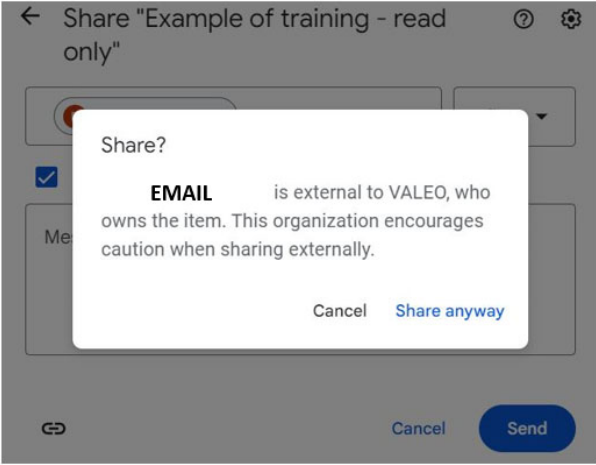


31. Transfers from an employee’s My Drive are possible, as sharing is integral to how Valeo’s day-to-day business operations are run, however a similar warning is given, requiring users to confirm that they intend to share the file with an external account.



32. Before allowing a user to share a document with an external account, the system also provides the user with a warning that Valeo owns the information and cautions the user about sharing information externally.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



33. Valeo’s employment agreements are clear that maintaining confidentiality is paramount. For example, Section 9 of the employment agreement states:

§ 9 Confidentiality obligation

All business matters, in particular company equipment, products, designs and correspondence must be kept confidential from persons for whom this information is not intended, even after termination of the employment relationship.

The disclosure of Company documents, in whole or in part, in original, transcript or copy, is prohibited.

34. Moreover, Valeo’s employment agreement makes clear that Valeo maintains the rights to an employee’s work, stating:

§ 10 Rights to work results, inventions

The employer is entitled to all work results. This applies regardless of whether they were produced by you alone or together with other employees. The same applies to results which, although not attributable to a direct work order, are related to your area of activity.

You undertake to grant the employer the exclusive right of use with regard to all types of use without any restriction in terms of space, time or content, in the event that you acquire copyrights or other non-transferable property rights to work results. This includes the authority of the employer to transfer rights of use in whole or in part to others or to grant other rights of use without separate consent for each individual case. Claims for the transfer of these rights to the employer are compensated with the remuneration.

Any invention made during the term of the employment relationship - even of a non-official nature - must be reported to the employer immediately and in writing. In all other respects, the applicable statutory provisions on employee inventions shall apply.

35. Mr. Moniruzzaman signed an employment agreement with these provisions before beginning his employment at Valeo.

36. Valeo’s IT Charter also makes equally clear the importance of confidentiality and protection of Valeo’s intellectual property, stating:

1 **3.1 Principle: Ethical Use**

2 55. Information technology and electronic communication equipment must be used in compliance with the law,
3 third party rights and, in particular, intellectual property rights, image rights, personal data protection rules and,
4 in general, the Code of Ethics and Valeo policies.

4 **3.3 Data Protection**

5 58. In accordance with the Code of Ethics and Valeo's rules and procedures, the user is prohibited from:

6 ...

7 Disseminate information or photographs relating to Valeo's products, prototypes, sites, plans, partners
8 or customers without first obtaining permission for such dissemination.

9 59. In case of doubt, the user must contact the Human Resources Department or the Legal Department.

10 **3.4 Confidentiality**

11 72. Finally, the user is strictly prohibited from using his personal email account to share documents or professional
12 collaboration spaces such as Google Drive Terms of Service or Google Sites and transmit them to the private
13 space.

14 37. Each employee is required to sign a form that acknowledges their understanding of the
15 IT Charter and Mr. Moniruzzaman signed a form acknowledging his understanding of this IT Charter.

16 38. Employees undergo routine awareness sessions and trainings regarding IT policies.
17 Employees are also required to review Valeo's cybersecurity policies, which forbid employees from
18 storing Valeo documentation on any non-Valeo device or storage method.

19 39. When an employee leaves Valeo, they sign termination agreements acknowledging that
20 they must return all Valeo documents and other Valeo items in their possession.

21 40. Mr. Moniruzzaman signed a termination agreement containing such a provision upon
22 terminating his employment at Valeo.

23 41. A leaving employee must further sign a checklist before leaving acknowledging that
24 all Valeo documents and equipment have been returned to Valeo and that all Valeo data has been
25 handed over.

26 42. Prior to leaving Valeo, Mr. Moniruzzaman signed a checklist confirming that he
27 returned all Valeo documents, equipment, and data in his possession.
28

1 43. Valeo’s source code files in particular note that its code is attributable to Valeo and
 2 indicate that “[d]istribution or duplication without previous written agreement of the owner
 3 prohibited.” This appears in the lines that precede Valeo source code files as shown in the image
 4 below:

```

5 1  /*****
6 2  new 1
7 3  /* Valeo Schalter und Sensoren GmbH
8 4  /* Iaiernstrasse 12
9 5  /* 74321 Bietigheim-Bissingen
10 6  /*
11 7  /* All rights reserved. Distribution or duplication without previous
12 8  /* written agreement of the owner prohibited.
13 9  /*
14 10 /*****/

```

11 44. Valeo also takes caution to clearly mark sensitive internal training and teaching
 12 documents containing proprietary information with confidentiality designations, as shown in the
 13 example below:

14
 15 ii Valeo Schalter und Sensoren GmbH Confidential
 16
 17

18 45. As is common for suppliers in the automotive industry, Valeo also protects itself
 19 contractually through non-disclosure agreements with third parties.

20 **Nvidia Is a New Supplier of Technology for Autonomous Vehicles**

21 46. Nvidia develops graphics processors and chipsets for personal computers, servers, and
 22 video gaming consoles. Incorporated in Delaware and headquartered in Santa Clara, California,
 23 Nvidia is known for developing computing hardware, specifically graphics processing units (GPUs),
 24 specialized computer components used to power computer graphics and image processing.

25 47. In 2015, Nvidia announced its Nvidia Drive computer platform. In the years following
 26 the launch of the Nvidia Drive system, Nvidia’s efforts focused on further improving its hardware
 27 capabilities for autonomous vehicle solutions.

1 48. On information and belief, Nvidia has not previously developed parking assistance
2 software.

3 **Valeo and a Major Automotive OEM Have a Long-Established Relationship**

4 49. For several years, Valeo has been providing autonomous vehicle technology systems,
5 to a major automotive OEM. From the outset of this relationship, Valeo provided this OEM with *both*
6 the hardware and software components for these systems. In particular, Valeo provided the OEM with
7 ultrasonic sensors generating sensor raw data, along with the software for processing that data to
8 generate low-level sensor data as well as upper-level data across multiple projects.

9 50. Recently, for a new parking assistance project, the OEM received Request for
10 Quotation (RFQ) responses from Valeo and other suppliers. For the first time, the OEM selected
11 Valeo to provide ultrasonic hardware generating sensor raw data only. For its lower and upper-level
12 software, the OEM selected Nvidia. On information and belief, this was the first time the OEM entered
13 into an agreement with Nvidia for advanced parking and driving assistance systems. This was, on
14 information and belief, the first time Nvidia entered into an agreement to provide lower or upper-level
15 software to interpret and process ultrasonic sensor raw data. On information and belief, Nvidia
16 submitted its RFQ response to the OEM without having the necessary personnel or technical know-
17 how to develop such software.

18 51. Under a cooperation agreement with the OEM, Nvidia software developers were given
19 the opportunity for one year to ask Valeo's developers certain questions to facilitate Nvidia's
20 development work. These questions were answered through Question & Answer documents and video
21 conferences between Valeo and Nvidia employees between late 2020 to early 2022. Prior to answering
22 Nvidia's questions, Valeo ensured that none of Valeo's intellectual property was disclosed or
23 contained in its answers.

24 **During Video Call with Nvidia, Valeo Learned Its Trade Secrets Were Being Used by Nvidia**

25 52. On or around March 8, 2022, Valeo met with Nvidia as part of the cooperation
26 agreement. The meeting was conducted virtually, using Microsoft's Teams software, which allows
27 screensharing. The subject of the meeting was "Ultrasonic Low Level Processing" and the participants
28 included the following individuals:

Valeo Employees	Nvidia Employees
Karlheinz Stadler	Mohammad Moniruzzaman (Senior Perception Engineer)
Mihai Batrinu	Arthur Rajala (Senior System Software Engineer)
Uwe Mischke	Neil Patel (Senior Systems Software Engineer)
Dieter Henz	Rajkumar Jayaraman (Senior Engineering Manager, System Software)
	Waikit Sin (Senior Manager in Technical Marketing & Product Management)

53. One of the Nvidia participants on the call, Mr. Moniruzzaman, was previously employed as a Product Software Developer at Valeo since 2015, participating in the development of the software for Valeo's parking and driving assistance systems. On or about August 31, 2021, months after the OEM announced that Nvidia would be the software developer for the project, Mr. Moniruzzaman left Valeo and immediately began working at Nvidia in a more senior role, as a Senior Perception Engineer. All of the other Nvidia employees on the call also were senior engineers or managers at Nvidia.

54. Other than Mr. Moniruzzaman, the Nvidia employees on the call reside and work in the United States and at least two of the four reside and work in this judicial district. Indeed, the LinkedIn profiles of both Rajkumar Jayaraman and Waikit Sin indicate that they live and work in the San Francisco Bay area.

55. During the March 8, 2022 video conference, Mr. Moniruzzaman began sharing the screen of, on information and belief, his Nvidia-issued computer. Initially, Mr. Moniruzzaman showed a presentation containing questions for the Valeo participants. After the presentation ended, however, Mr. Moniruzzaman minimized the presentation but did not end the screen sharing function. As a result, a source code program window became visible on the shared screen, which the Valeo and other Nvidia participants were able to view.

56. Due in part to their combined years of experience developing Valeo's software, the Valeo participants immediately recognized the source code as Valeo's proprietary software. Mr. Dieter Henz, a Valeo employee, took a screenshot of the source code program that was being shared.

57. Mr. Moniruzzaman was subsequently alerted by another participant on the call that he was still sharing his screen and then stopped his screen share of Valeo's code.

1 58. After the video conference concluded, Mr. Henz reviewed the screenshot he captured
2 of Mr. Moniruzzaman’s source code program. Mr. Henz recognized that Mr. Moniruzzaman had
3 searched for certain keywords within the source code, presumably during the meeting. Those
4 keywords were highlighted in red in the source code program. The search showed that Mr.
5 Moniruzzaman searched for a specific proprietary Valeo variable during the course of the meeting,
6 suggesting that Mr. Moniruzzaman was regularly using the Valeo code in his work for Nvidia, and he
7 was still very familiar with it even though he had been working at Nvidia for months.

8 59. Moreover, the file path of the source code files Mr. Moniruzzaman accessed was:
9 “Desktop/works/personal/**ValeoDocs**/code/gitRepoSmall,” and also included the folder structure used
10 by Valeo: “dassys/uspm/ulfx03,” confirming that these files were Valeo source code files.

11 60. Furthermore, the source code file names visible in the screenshare were identical to the
12 file names used in Valeo’s source code.

13 61. Upon inspection of the code itself, Mr. Henz further confirmed that the source code
14 itself appeared to be identical to the proprietary source code maintained in Valeo’s source code
15 repositories.

16 **Valeo’s Internal Technology Audit and the German Criminal Proceedings Confirm Valeo’s**
17 **Trade Secrets Were Intentionally Stolen**

18 62. After the Valeo participants on the March 8, 2022 video conference with Nvidia
19 identified Valeo’s source code, Valeo conducted a comprehensive internal forensic IT audit to
20 determine whether Mr. Moniruzzaman had retrieved the source code files without authorization prior
21 to his departure from Valeo to Nvidia.

22 63. The results of this audit revealed that on April 13, 2021, while still employed at Valeo,
23 Mr. Moniruzzaman copied four repositories (i.e., digital data warehouses used to store source code),
24 comprising the entirety of Valeo’s parking and driving assistance source code, from his Valeo
25 computer to a personal computer by sharing a download link of the files with his personal email
26 address.

1 64. Mr. Moniruzzaman himself confirmed that the email address used is his own personal
2 email. When Mr. Moniruzzaman left Valeo, he sent a farewell email to his colleagues, stating that he
3 could be reached via this same personal email address.

4 65. The four repositories, containing over 27,000 files¹ and totaling over 6Gb worth of
5 source code files, were combined into a zip-folder titled “gitRepo.7z.” This folder contains the same
6 “gitRepo” file path name that was displayed on Mr. Moniruzzaman’s screen during the March 8, 2022
7 videoconference. The zip-folder, which was downloaded by Mr. Moniruzzaman, comprised source
8 code relating to trade-secreted Valeo functionalities—functionalities that Valeo uniquely
9 implements—including processing of ultrasonic sensor signal data for echo tracking, height
10 classification, and trilateration as well as sensor fusion for the creation of an environmental map,
11 measuring parking spot dimensions, park maneuvering, and emergency braking, amongst other trade-
12 secreted functionalities that are key to Valeo’s parking and driving assistance software.

13 66. On information and belief, Mr. Moniruzzaman was aware, prior to downloading
14 Valeo’s source code without authorization, that the OEM had selected Nvidia to provide the low-level
15 and upper-level software for the upcoming parking and driving assistance project. For example, the
16 audit showed that in January 2021, Mr. Moniruzzaman accessed an internal PowerPoint presentation
17 describing the OEM’s contract and Nvidia’s role in providing the low-level and upper-level software.

18 67. Because Valeo’s IT security prohibits transfer of Valeo documents to an external
19 account through the Shared Drive, Mr. Moniruzzaman first copied the zip-folder into his My Drive
20 folder. Then, he added his private Google user account to the authorized recipients list on Google and
21 shared a download link to his email address. Valeo’s IT security provides a warning when sending
22 documents from the My Drive location to an external user, even when the external account is on the
23 authorized recipients list. Mr. Moniruzzaman, therefore, would have been required to confirm that he
24 intended to share this zip-folder to his personal account. As confirmed by the IT audit, seventeen
25

27 ¹ A small number of the files (less than 1%) are publicly-licensed software tools commonly used for
28 development framework and testing, while the rest of the source code has been developed by
Valeo.

1 minutes after he downloaded the zip-folder to his personal account, Mr. Moniruzzaman removed his
2 account from the authorized recipients list, presumably in an effort to cover his tracks.

3 68. The scope of Mr. Moniruzzaman's brazen theft—which Mr. Moniruzzaman admitted
4 to committing in a German criminal proceeding—cannot be understated. The tens of thousands of
5 source code files, totaling over 6Gb of data, includes files pertaining to Valeo's unique implementation
6 of trade-secreted parking and driving assistance functionalities, including code used in processing
7 ultrasonic sensor signal data for echo tracking, height classification, and trilateration as well as sensor
8 fusion for the creation of an environmental map, measuring parking spot dimensions, park
9 maneuvering, emergency braking, and many others. That zip-folder contained decades of dedicated
10 work, comprising billions of dollars' worth of research and development that—due to Valeo's
11 confidential protection—has allowed Valeo to become a market leader in parking and driving
12 assistance systems and autonomous vehicle technology for motor vehicle manufacturers.

13 69. Further, the German criminal proceedings against Mr. Moniruzzaman have revealed
14 that, beyond the source code, Mr. Moniruzzaman also took scores of additional Valeo documents
15 containing Valeo proprietary information, that were used to teach and train him (and others) about,
16 and to facilitate his (and others) understanding of, Valeo's ultrasonic sensors and Valeo's proprietary
17 code for post-processing the data from those sensors. Many of these documents have been designated
18 as strictly confidential and for internal Valeo use only and contain content that has never been shared
19 outside of Valeo. Some also contain Valeo trade secreted material that Valeo developed to teach its
20 employees about Valeo's proprietary signal processing and source code. By taking these files, Mr.
21 Moniruzzaman ensured that he did not just take Valeo's source code, but materials that would help
22 him use Valeo's source code at Nvidia—none of which he should have had in his possession after
23 leaving Valeo. Some of these additional documents include the following document titles and
24 descriptions:

- 25 • **ID.docx:** This document describes requirements of Valeo's software design for code
26 relating to ultrasonic feature extraction in Valeo's parking and driving assistance source
27 code and textually describes how to accomplish certain proprietary features found in
28 Valeo's code. By providing a checklist of what is mandatory for feature extraction, this
document could facilitate implementation of Valeo's trade secrets into other code. The
document contains information that Valeo considers to be highly confidential.

- 1 • **OBJD_Design.pdf:** This document is a detailed explanation of Valeo's proprietary sensor
2 fusion processing and includes an in-depth discussion of various algorithms in Valeo's
3 parking and driving assistance source code. The document contains information that Valeo
4 considers to be highly confidential.
- 5 • **OBJDTraing.pdf:** This is a training presentation explaining various proprietary
6 algorithms in Valeo's parking and driving assistance source code as well as how signal
7 interpretation in the code occurs. The document contains information that Valeo considers
8 to be highly confidential.
- 9 • **OBJD4 No FPU Subsystem Training.pptx:** This is a training presentation explaining
10 various proprietary algorithms in Valeo's parking and driving assistance source code as
11 well as how signal interpretation in the code occurs. The document contains information
12 that Valeo considers to be highly confidential.
- 13 • **Training_UltrasonicSignalProcessing.pdf:** This is training material explaining the
14 proprietary architecture and design details of Valeo's ultrasonic sensors and their signal
15 processing. The document contains information that Valeo considers to be highly
16 confidential.

17 70. After downloading the stolen source code files and other documentation to his personal
18 laptop, Mr. Moniruzzaman subsequently transferred those files to his Nvidia-issued computer via a
19 USB stick. As part of the German criminal investigation, Mr. Moniruzzaman's Nvidia computers were
20 seized, and law enforcement confirmed the presence of the stolen source code files and also discovered
21 the teaching and training documentation discussed above. On September 8, 2023, Mr. Moniruzzaman
22 was convicted in Germany for unlawful acquisition, use, and disclosure of Valeo's trade secrets.

23 71. On information and belief, the trade secrets contained in the source code files and other
24 documentation stolen by Mr. Moniruzzaman have been shared with other Nvidia software engineers
25 who have access to and are using Valeo's trade secrets. Given Mr. Moniruzzaman's use of Valeo's
26 code during the March 8, 2022 videoconference, on information and belief, Mr. Moniruzzaman has
27 shared trade secrets from the code with others at Nvidia, including at least the senior software
28 engineers and managers employed by Nvidia and located in the U.S. who were present on the March
8, 2022 videoconference. On information and belief, Nvidia was aware that Mr. Moniruzzaman had
previously worked on Valeo's parking assistance software. Mr. Moniruzzaman downloaded Valeo's
trade secreted source code to his personal computer in April 2021, which is, on information and belief,
during the time when he was interviewing at Nvidia. Mr. Moniruzzaman first notified Valeo that he
would be terminating his employment at Valeo just a month later in May 2021. On information and

1 belief, Nvidia needed Valeo's trade secrets via Mr. Moniruzzaman to solve problems it was having
2 with its software project for the OEM.

3 72. Nvidia's misappropriation of Valeo's trade secrets provided Nvidia and its engineers a
4 shortcut in the development of its first parking-assistance software, and saved Nvidia millions, perhaps
5 hundreds of millions, of dollars in development costs. In using these stolen trade secrets in connection
6 with the research and development of a competing product, Nvidia has diminished the value of Valeo's
7 trade secrets to Valeo.

8 73. On information and belief, the trade secrets contained in Valeo's stolen source code
9 and other documentation have been used in the development of Nvidia's software for the OEM's
10 parking assistance project, including by Nvidia employees in the United States, as evidenced during
11 the March 8, 2022 videoconference call. Indeed, Nvidia Corporation—rather than Nvidia's German
12 affiliate—was the entity that hired lawyers in connection with German civil proceedings concerning
13 allegations of copyright infringement of Valeo's code and actively participated in review of documents
14 from that proceeding via English translations. Further, Nvidia has admitted that Valeo's code has been
15 used by Nvidia to "interface" the data coming from Valeo's ultrasonic hardware with Nvidia's code.
16 (*See Ex. A, June 7, 2022 Letter from Nvidia to Valeo, at 2.*) Under the cooperation agreement with
17 the OEM, Valeo was to provide information concerning the raw data generated by its sensors while
18 Nvidia was to utilize this data—and its own interfacing algorithms—to extract features from the data
19 that could then be used in higher level processing. Much of Valeo's proprietary data processing rests
20 in its initial low-level processing or "interfacing" of data generated by its sensors—proprietary data
21 processing that is directed to echo tracking, height classification, echo buffering, and trilateration
22 calculations amongst other proprietary functionalities. This processing helps "interface" the data
23 generated by Valeo's sensors with Valeo's higher level code directed to sensor fusion for the creation
24 of an environmental map, measuring parking spot dimensions, park maneuvering, and emergency
25 braking, amongst other proprietary functionalities. By admitting that Valeo's code was used to
26 confirm how to interface Nvidia's code with the data generated by Valeo's sensors, Nvidia has
27 admitted that Valeo's code was misappropriated to ensure Nvidia was able to achieve Valeo's
28 proprietary low-level data processing functionalities. Further, in the German proceedings, Mr.

1 Moniruzzaman admitted that he made use of Valeo’s trade secreted source code on more than one
2 occasion and that his use during the March 8, 2022 videoconference was merely the most recent time
3 he used the source code.

4 74. While Nvidia has suggested to Valeo that it has removed Mr. Moniruzzaman’s
5 additions to the code, Nvidia has further asserted that additions Mr. Moniruzzaman made to Nvidia’s
6 code underwent a peer review process of 10-30 iterations of feedback loops before the code was fully
7 merged into Nvidia’s database, so as to bring the code in line with Nvidia’s original design and project
8 vision. Thus, by merging Mr. Moniruzzaman’s additions into the code in a way such that the additions
9 underwent extensive edits by others, it is not realistic that Nvidia could fully remove Mr.
10 Moniruzzaman’s additions to the code nor remove all ideas, frameworks, or solutions Mr.
11 Moniruzzaman otherwise suggested be made to the code—either by making direct additions himself
12 or by making suggestions to other Nvidia employees.

13 75. Mr. Moniruzzaman’s acquisition and use of Valeo’s stolen software and teaching and
14 training documentation as well as the trade secrets contained therein have been, and will continue to
15 prove to be, invaluable to Nvidia’s development of the software for use in the OEM’s contract and in
16 other future projects. In addition, the stolen trade secrets also may provide Nvidia the ability to
17 compete, unlawfully, with Valeo in response to other RFQs from the OEM and other OEMs on parking
18 and driving assistance software and other autonomous vehicle software. By leveraging Valeo’s
19 dedication to innovation and engineering, the potential for Nvidia’s ill-gotten gains is staggering.

20 **FIRST CAUSE OF ACTION**

21 **Violation of Defend Trade Secrets Act, 18 U.S.C. §§ 1836, 1837**

22 76. Plaintiff Valeo incorporates all of the above paragraphs 1–75 as though fully set forth
23 herein.

24 77. Valeo is the owner of certain valuable trade secrets described herein and contained in
25 source code relating to advanced parking and driver assistance systems as described in ¶¶ 65, 68-69,
26 and 73 above. These trade secrets are related to Valeo’s products, systems, and services that are used
27 in or intended for use in interstate and foreign commerce and that are sold across state and country
28

1 borders. These confidential and proprietary trade secrets are of substantial economic value and have
2 conferred a competitive advantage on Valeo.

3 78. Mr. Moniruzzaman was hired by Valeo on September 1, 2015 and in the course of his
4 employment signed agreements that prohibited him from disclosing Valeo's confidential trade secrets
5 to others. Mr. Moniruzzaman gained access to Valeo's trade secrets in the course of his employment
6 with Valeo. He improperly acquired and retained Valeo's trade secrets upon termination of his
7 employment in 2021 as described in ¶¶ 10-12 and 55-75.

8 79. Mr. Moniruzzaman subsequently used and disclosed Valeo's trade secrets to Nvidia.
9 Accordingly, Nvidia and its employees, including those in this District, are in possession of the
10 foregoing Valeo trade secrets, which Mr. Moniuzzaman was expressly prohibited from disclosing
11 according to his employment agreement with Valeo.

12 80. Nvidia improperly acquired Valeo's trade secrets from Mr. Moniruzzaman and, on
13 information and belief, has since improperly used those Valeo trade secrets, including by incorporating
14 them into the parking and driving assistance system software Nvidia is designing for the OEM and by
15 using the trade secrets to interface Nvidia's software with Valeo's ultrasonic sensor hardware to
16 achieve Valeo's proprietary functionalities, exploiting Valeo's trade secreted source code for its own
17 advantage.

18 81. On information and belief, Nvidia's improper use of Valeo's trade secrets has occurred
19 in the United States and California, including at least by the four other Nvidia employees who were
20 on the March 8, 2022 videoconference call as well as at least three other Nvidia employees that have
21 worked with Mr. Moniruzzaman on software development, at least five of which reside and/or work
22 in California. This includes Mr. Moniruzzaman's direct superior, the Director of Software
23 Engineering at Nvidia, who is located in the U.S. and is employed by Nvidia. In fact, Mr.
24 Moniruzzaman contacted this Director in the U.S. when German police raided Mr. Moniruzzaman's
25 residence in connection with the German criminal action. Nvidia was directly overseeing and
26 collaborating with Mr. Moniruzzaman in connection with his work on Nvidia's software development.
27 Further, Nvidia—rather than Nvidia's German affiliate—hired lawyers in connection with German
28

1 civil proceedings concerning allegations of copyright infringement of Valeo’s code and actively
2 participated in review of documents from that proceeding via English translations.

3 82. On information and belief, Nvidia’s improper use of Valeo’s trade secrets also has
4 occurred in the United States and California in connection with Mr. Moniruzzaman’s work done via
5 remote access to at least one computer located in an Nvidia Santa Clara, California office, which
6 Nvidia has admitted that Mr. Moniruzzaman had access to in the German proceedings.

7 83. Further, on information and belief, Nvidia’s improper use of Valeo’s trade secrets also
8 has occurred in the United States and California as a result of Nvidia’s operation and utilization of its
9 code in the United States and California as well as its marketing and sale of its software containing
10 Valeo’s trade secrets to at least the major automotive OEM discussed in ¶¶ 9 and 50-51 above.

11 84. On information and belief, Nvidia is able to bring its software to market according to
12 the major automotive OEM’s project timeline—and earlier than it otherwise would have been able
13 to—because of the misappropriation of Valeo’s trade secrets, such as through utilizing Valeo’s code
14 to confirm how to interface Nvidia’s software with Valeo’s sensors.

15 85. On information and belief, Nvidia saved millions of dollars in development costs
16 because of the misappropriation of Valeo’s trade secrets. In using these stolen trade secrets to develop
17 a competing product, Nvidia has diminished the value of Valeo’s trade secrets to Valeo.

18 86. Nvidia knew or had reason to know that Valeo’s trade secrets were acquired through
19 improper means, including through the fact that Mr. Moniruzzaman knew that he improperly acquired
20 the source code and teaching and training documentation at the time these materials were used by Mr.
21 Moniruzzaman while at Nvidia and at Nvidia’s benefit. Further, Nvidia knew or had reason to know
22 that Valeo’s trade secrets were acquired through improper means as a result of its senior engineers and
23 senior managers, and Nvidia’s Director of Software Engineering, being aware that Valeo’s code was
24 acquired through improper means, at least as a result of Mr. Moniruzzaman screensharing Valeo’s
25 code—labeled as “ValeoDocs”—during the March 8, 2022 videoconference. Mr. Moniruzzaman’s
26 contributions to Nvidia’s code, either by directly making additions to the code himself or by making
27 suggestions and contributing ideas to other Nvidia employees, should have alerted these other Nvidia
28 employees that Valeo’s trade secrets were acquired through improper means. Mr. Moniruzzaman’s

1 open sharing of Valeo’s trade secrets—like in the March 8, 2022 videoconference described above—
2 is unlikely to be an isolated incident.

3 87. On information and belief, Nvidia was aware that Mr. Moniruzzaman had previously
4 worked on the implementation and interfacing of Valeo’s software with its ultrasonic sensors. Mr.
5 Moniruzzaman downloaded Valeo’s trade secreted source code to his personal computer in April
6 2021, which is, on information and belief, during the time when he was interviewing at Nvidia. Mr.
7 Moniruzzaman first notified Valeo that he would be terminating his employment at Valeo just a month
8 later in May 2021. Mr. Moniruzzaman then began working at Nvidia—receiving a promotion to a
9 more senior position—in September 2021, shortly after his employment at Valeo concluded on August
10 31, 2021. On information and belief, Nvidia needed Valeo’s trade secrets via Mr. Moniruzzaman to
11 be able to complete its software project for the OEM.

12 88. As a result of civil and criminal proceedings in Germany, Nvidia also has become
13 aware that Valeo’s trade secrets were acquired through improper means. Any subsequent use of
14 Valeo’s trade secrets by Nvidia—including operation and utilization of Nvidia’s code as well as its
15 marketing and sale, across state and country borders, of software incorporating Valeo’s trade secrets,
16 in addition to bringing its parking assistance system software to market earlier than it otherwise would
17 have—has been done with this knowledge. Indeed, Nvidia has admitted that Mr. Moniruzzaman’s
18 code was merged into Nvidia’s database after undergoing extensive edits and feedback loops by other
19 employees so as to bring the code in line with Nvidia’s original design and project vision, making it
20 unrealistic for Nvidia to remove the ideas, frameworks, or solutions that Mr. Moniruzzaman added to
21 the code.

22 89. Nvidia willfully and maliciously misappropriated Valeo’s trade secrets in order to gain
23 economic value from those trade secrets.

24 90. Valeo has taken reasonable measures to maintain the secrecy of its trade secrets,
25 including through the measures stated in ¶¶ 26-45 above.

26 91. Valeo’s trade secrets derive independent economic value from not being generally
27 known to, and not being readily ascertainable through proper means by, another person who can obtain
28 economic value from the disclosure or use of the information. Valeo’s trade secreted source code for

1 parking and driving assistance software is the culmination of decades of work and billions of dollars'
2 worth of research and development that—as a result of Valeo’s confidential protection—has allowed
3 Valeo to become a market leader in parking and driving assistance systems and autonomous vehicle
4 technology for OEMs worldwide.

5 92. On information and belief, if Nvidia is not enjoined, it will continue to misappropriate
6 and use Valeo’s trade secret information for its own benefit and to Valeo’s detriment, and it may
7 disseminate those trade secrets to third parties.

8 93. As the direct and proximate result of Nvidia’s conduct, Valeo has suffered and, if
9 Nvidia’s conduct is not enjoined, will continue to suffer, severe competitive harm, irreparable injury,
10 and significant damages, in an amount to be proven at trial.

11 94. As the direct and proximate result of Nvidia’s conduct, Nvidia has made and, if
12 Nvidia’s conduct is not enjoined, will continue to make, higher profits than it otherwise would have
13 made, the amount of such profits to be proven at trial.

14 95. Because Valeo’s remedy at law is inadequate, Valeo seeks, in addition to damages,
15 injunctive relief to recover and protect its trade secrets and to protect other legitimate business
16 interests. Valeo’s business operates in a competitive market and will continue suffering irreparable
17 harm absent injunctive relief.

18 96. Valeo has no adequate remedy at law.

19 **SECOND CAUSE OF ACTION**

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

21 97. Plaintiff Valeo incorporates all of the above paragraphs 1-96 as though fully set forth
22 herein.

23 98. Valeo is the owner of certain valuable trade secrets described herein and contained in
24 source code relating to advanced parking and driver assistance systems as described in ¶¶ 65, 68-69,
25 and 73 above. These trade secrets are related to Valeo’s products, systems, and services. These
26 confidential and proprietary trade secrets are of substantial economic value and have conferred a
27 competitive advantage on Valeo.
28

1 99. Mr. Moniruzzaman was hired by Valeo on September 1, 2015 and in the course of his
2 employment signed agreements that prohibited him from disclosing Valeo's confidential trade secrets
3 to others. Mr. Moniruzzaman gained access to Valeo's trade secrets in the course of his employment
4 with Valeo. He improperly acquired and retained Valeo's trade secrets upon termination of his
5 employment in 2021 as described in ¶¶ 10-12 and 55-75.

6 100. Mr. Moniruzzaman subsequently used and disclosed Valeo's trade secrets to Nvidia.
7 Accordingly, Nvidia and its employees, including those in this District, are in possession of the
8 foregoing Valeo trade secrets, which Mr. Moniuzzaman was expressly prohibited from disclosing
9 according to his employment agreement with Valeo.

10 101. Nvidia improperly acquired Valeo's trade secrets from Mr. Moniruzzaman and, on
11 information and belief, has since improperly used those Valeo trade secrets, including by incorporating
12 them into the parking and driving assistance system software Nvidia is designing for the OEM and by
13 using the trade secrets to interface Nvidia's software with Valeo's ultrasonic sensor hardware to
14 achieve Valeo's proprietary functionalities, exploiting Valeo's trade secreted source code for its own
15 advantage.

16 102. On information and belief, Nvidia's improper use of Valeo's trade secrets has occurred
17 in the United States and California, including at least by the four other Nvidia employees who were
18 on the March 8, 2022 videoconference call as well as at least three other Nvidia employees that have
19 worked with Mr. Moniruzzaman on software development, at least five of which reside and/or work
20 in California. This includes Mr. Moniruzzaman's direct superior, the Director of Software
21 Engineering at Nvidia, who is located in the U.S. and is employed by Nvidia. In fact, Mr.
22 Moniruzzaman contacted this Director in the U.S. when German police raided Mr. Moniruzzaman's
23 residence in connection with the German criminal action. Nvidia was directly overseeing and
24 collaborating with Mr. Moniruzzaman in connection with his work on Nvidia's software development.
25 Further, Nvidia—rather than Nvidia's German affiliate—hired lawyers in connection with German
26 civil proceedings concerning allegations of copyright infringement of Valeo's code and actively
27 participated in review of documents from that proceeding via English translations.

28

1 103. On information and belief, Nvidia’s improper use of Valeo’s trade secrets also has
2 occurred in the United States and California in connection with Mr. Moniruzzaman’s work done via
3 remote access to at least one computer located in an Nvidia Santa Clara, California office, which
4 Nvidia has admitted Mr. Moniruzzaman had access to in the German proceedings.

5 104. Further, on information and belief, Nvidia’s improper use of Valeo’s trade secrets also
6 has occurred in the United States and California as a result of Nvidia’s operation and utilization of its
7 code in the United States and California as well as its marketing and sale of its software containing
8 Valeo’s trade secrets to at least the major automotive OEM discussed in ¶¶ 9 and 50-51 above.

9 105. On information and belief, Nvidia is able to bring its software to market according to
10 the major automotive OEM’s project timeline—and earlier than it otherwise would have been able
11 to—because of the misappropriation of Valeo’s trade secrets, such as through utilizing Valeo’s code
12 to confirm how to interface Nvidia’s software with Valeo’s sensors.

13 106. On information and belief, Nvidia saved millions of dollars in development costs
14 because of the misappropriation of Valeo’s trade secrets. In using these stolen trade secrets to develop
15 a competing product, Nvidia has diminished the value of Valeo’s trade secrets to Valeo.

16 107. Nvidia knew or had reason to know that Valeo’s trade secrets were acquired through
17 improper means, including through the fact that Mr. Moniruzzaman knew that he improperly acquired
18 the source code and teaching and training documentation at the time these materials were used by Mr.
19 Moniruzzaman while at Nvidia and at Nvidia’s benefit. Further, Nvidia knew or had reason to know
20 that Valeo’s trade secrets were acquired through improper means as a result of its senior engineers and
21 senior managers, and Nvidia’s Director of Software Engineering, being aware that Valeo’s code was
22 acquired through improper means, at least as a result of Mr. Moniruzzaman screensharing Valeo’s
23 code—labeled as “ValeoDocs”—during the March 8, 2022 videoconference. Mr. Moniruzzaman’s
24 contributions to Nvidia’s code, either by directly making additions to the code himself or by making
25 suggestions and contributing ideas to other Nvidia employees, should have alerted these other Nvidia
26 employees that Valeo’s trade secrets were acquired through improper means. Mr. Moniruzzaman’s
27 open sharing of Valeo’s trade secrets—like in the March 8, 2022 videoconference described above—
28 is unlikely to be an isolated incident.

1 108. On information and belief, Nvidia was aware that Mr. Moniruzzaman had previously
2 worked on the implementation and interfacing of Valeo’s software with its ultrasonic sensors. Mr.
3 Moniruzzaman downloaded Valeo’s trade secreted source code to his personal computer in April
4 2021, which is, on information and belief, during the time when he was interviewing at Nvidia. Mr.
5 Moniruzzaman first notified Valeo that he would be terminating his employment at Valeo just a month
6 later in May 2021. Mr. Moniruzzaman then began working at Nvidia—receiving a promotion to a
7 more senior position—in September 2021, shortly after his employment at Valeo concluded on August
8 31, 2021. On information and belief, Nvidia needed Valeo’s trade secrets via Mr. Moniruzzaman to
9 be able to complete its software project for the OEM.

10 109. As a result of civil and criminal proceedings in Germany, Nvidia also has become
11 aware that Valeo’s trade secrets were acquired through improper means. Any subsequent use of
12 Valeo’s trade secrets by Nvidia—including operation and utilization of Nvidia’s code as well as its
13 marketing and sale of software incorporating Valeo’s trade secrets, in addition to bringing its parking
14 assistance system software to market earlier than it otherwise would have—has been done with this
15 knowledge. Indeed, Nvidia has admitted that Mr. Moniruzzaman’s code was merged into Nvidia’s
16 database after undergoing extensive edits and feedback loops by other employees so as to bring the
17 code in line with Nvidia’s original design and project vision, making it unrealistic for Nvidia to remove
18 the ideas, frameworks, or solutions that Mr. Moniruzzaman added to the code.

19 110. Nvidia willfully and maliciously misappropriated Valeo’s trade secrets in order to gain
20 economic value from those trade secrets.

21 111. Valeo has taken reasonable measures to maintain the secrecy of its trade secrets,
22 including through the measures stated in ¶¶ 26-45 above.

23 112. Valeo’s trade secrets derive independent economic value from not being generally
24 known to, and not being readily ascertainable through proper means by, another person who can obtain
25 economic value from the disclosure or use of the information. Valeo’s trade secreted source code for
26 parking and driving assistance software is the culmination of decades of work and billions of dollars’
27 worth of research and development that—as a result of Valeo’s confidential protection—has allowed
28

1 Valeo to become a market leader in parking and driving assistance systems and autonomous vehicle
2 technology for OEMs worldwide.

3 113. On information and belief, if Nvidia is not enjoined, it will continue to misappropriate
4 and use Valeo's trade secret information for its own benefit and to Valeo's detriment, and it may
5 disseminate those trade secrets to third parties.

6 114. As the direct and proximate result of Nvidia's conduct, Valeo has suffered and, if
7 Nvidia's conduct is not enjoined, will continue to suffer, severe competitive harm, irreparable injury,
8 and significant damages, in an amount to be proven at trial.

9 115. As the direct and proximate result of Nvidia's conduct, Nvidia has made and, if
10 Nvidia's conduct is not enjoined, will continue to make, higher profits than it otherwise would have
11 made, the amount of such profits to be proven at trial.

12 116. Because Valeo's remedy at law is inadequate, Valeo seeks, in addition to damages,
13 injunctive relief to recover and protect its trade secrets and to protect other legitimate business
14 interests. Valeo's business operates in a competitive market and will continue suffering irreparable
15 harm absent injunctive relief.

16 117. Valeo has no adequate remedy at law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Valeo prays for relief as follows:

19 118. Award judgment in favor of Valeo and against Nvidia on all of Valeo's claims asserted
20 in its Complaint;

21 119. Award a preliminary and/or permanent injunction prohibiting Nvidia and all affiliates,
22 employees, agents, officers, directors, attorneys, successors, and assigns, and all those acting on behalf
23 of or in active concert or participation with any of them from using or disclosing Valeo's trade secrets.

24 120. Award a preliminary and/or permanent injunction restraining and enjoining Nvidia
25 from altering, destroying, or disposing of any evidence, in any form, relating to this action, including
26 without limitation emails and paper electronic documents, including current or archived electronic
27 logs, metadata, and directories.

28 121. Declare that Nvidia has no rights or privileges to use Valeo's trade secrets.

- 1 122. Award Valeo restitution in an amount to be determined at trial.
- 2 123. Award Valeo damages in an amount to be determined at trial.
- 3 124. Award Valeo punitive damages in an amount to be determined at trial.
- 4 125. Award Valeo a disgorgement of Nvidia's profits.
- 5 126. Award Valeo Nvidia's saved development costs.
- 6 127. Award Valeo pre-judgment and post-judgment interest.
- 7 128. Award Valeo attorneys' fees and costs.
- 8 129. Award Valeo such other relief as the Court deems appropriate.

9 **JURY DEMAND**

10 130. Pursuant to Federal Rule of Civil Procedure 38(b), Valeo hereby demands trial by jury
11 of all issues properly triable thereby.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: November 7, 2023

Respectfully submitted,

KIRKLAND & ELLIS LLP

/s/Brandon H. Brown
Brandon H. Brown, P.C. (SBN 266347)
bhbrown@kirkland.com
KIRKLAND & ELLIS LLP
555 California Street
San Francisco, CA 94104
Telephone: (415) 439-1400
Facsimile: (415) 439-1500

Russell E. Levine, P.C. (pro hac vice to be filed)
russell.levine@kirkland.com
Kourtney Baltzer (pro hac vice to be filed)
kourtney.baltzer@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Steven Dirks (pro hac vice to be filed)
steven.dirks@kirkland.com
KIRKLAND & ELLIS LLP
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: (202) 879-5000
Facsimile: (202) 879-5200

Julie Metkus (pro hac vice to be filed)
julie.metkus@kirkland.com
KIRKLAND & ELLIS LLP
401 Congress Avenue, 26th Floor
Austin, TX 78701
Telephone: (512) 678-9100
Facsimile: (512) 678-9101

Attorneys for Plaintiff Valeo Schalter und
Sensoren GmbH