

1 BUCHALTER
A Professional Corporation
2 TRACY A. WARREN (SBN: 228013)
J. PATRICK ALLEN (SBN: 268130)
3 KATHRYN B. FOX (SBN: 279705)
501 W. Broadway, 8th floor
4 San Diego, CA 92101
twarren@buchalter.com

5 Attorneys for Plaintiff
6 HUMAN LONGEVITY, INC.

7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10
11 HUMAN LONGEVITY, INC.,
12 Plaintiff,
13 v.
14 J. CRAIG VENTER INSTITUTE, INC.,
and DOES 1-100, inclusive,
15 Defendants.
16

Case No.: '18CV1656 BEN JMA

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF:**

1. Misappropriation of Trade Secrets
2. Conversion
3. Tortious Interference with Contract
4. Tortious Interference with
Prospective Economic Advantage
5. Unfair Business Practices in
violation of Business and
Professions Code §17200

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1 Plaintiff Human Longevity, Inc. (“HLI” or “Plaintiff”), by and through its
2 undersigned counsel, hereby alleges as follows:

3 **PARTIES**

4 1. At all relevant times, HLI was and is a corporation formed and existing
5 under the laws of the State of Delaware. HLI is registered and authorized to conduct
6 business in the State of California. HLI’s principal place of business is in La Jolla,
7 San Diego County, California.

8 2. Defendant J. Craig Venter Institute, Inc. (“Defendant”) was and is a
9 not for profit corporation formed and existing under the laws of the State of
10 Maryland. Defendant’s principal place of business is in La Jolla, California. J.
11 Craig Venter (“Venter”) is and at all relevant times has been the Chairman and
12 Chief Executive Officer of Defendant, as well as a member of Defendant’s Board
13 of Trustees.

14 3. HLI is informed, believes and based thereon alleges that Does 1-100
15 are competitors of HLI who directly and indirectly have received HLI’s Trade
16 Secrets. HLI is currently unaware of the identities of Does 1-100 and reserves the
17 right to amend its complaint when it discovers their identities.

18 **JURISDICTION AND VENUE**

19 4. This action is for, *inter alia*, theft and unauthorized disclosure of Trade
20 Secrets, in violation of the laws of the United States. This Court has subject matter
21 jurisdiction pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331 and 1338(a) in
22 that this case arises under the laws of the United States pursuant to the Defend
23 Trade Secrets Act of 2016, specifically 18 U.S.C. § 1836 *et seq.*

24 5. Venue is properly asserted in this District pursuant to 28 U.S.C.
25 § 1391(b) in that a substantial part of the events or omissions giving rise to the
26 claims herein arose in this District. HLI, as more fully described below, has its
27 principal place of business within this District so that the theft and unauthorized
28 disclosure of the trade secrets has caused injury to HLI within this District.

FACTUAL BACKGROUND

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2 6. HLI was founded in 2014 as a for-profit company with the goal of
3 providing access to data-driven health intelligence. HLI combines DNA sequencing
4 and expert analysis with machine learning to help change medicine to a more data-
5 driven science. This turns the information into new discoveries that can inform
6 health decisions leading to new treatment options, personal health plans, and the
7 potential for longer, healthier human lifespans.

8 7. As part of its operations, HLI has developed the “Health Nucleus,”
9 which combines intelligence platform integrating genomics, advanced clinical
10 imaging and machine learning to provide clients with whole body assessment of
11 potential disease and health risks they may encounter throughout their lifetimes.
12 HLI’s business is a product and/or service which is used in, or intended for use in,
13 interstate commerce.

14 8. The J. Craig Venter Institute was founded in 1992 as The Institute for
15 Genomic Research (TIGR). Through a series of consolidations occurring in 2004
16 and 2006 the institute was renamed the J. Craig Venter Institute. It is currently
17 registered as a 501(c)(3) nonprofit organization. The entity touts itself as a world
18 leader in genomic and bioinformatics research.

19 9. At the time of HLI’s founding in 2014, Venter was made HLI’s CEO.
20 He held that role until January 9, 2017, when Cynthia Collins was appointed CEO.

21 10. On December 12, 2016, Venter signed an at-will written agreement
22 (“Executive Chairman Agreement”) to serve as HLI’s Executive Chairman
23 reporting to HLI’s Board of Directors (“Board”).

24 11. As part of the HLI Executive Chairman Agreement, Venter also signed
25 a Proprietary Information and Inventions Agreement (“Proprietary Information
26 Agreement”). A true and correct copy of the Proprietary Information Agreement is
27 attached as Exhibit A. Among other things, the Proprietary Information Agreement
28 memorialized an agreement between Venter and HLI existing from the time

1 Venter's relationship with HLI began, regarding the treatment of Proprietary
2 Information. The Proprietary Information Agreement continued throughout
3 Venter's HLI employment (regardless of title or duties). The Proprietary
4 Information Agreement's obligations under select paragraphs 2 through 5 continued
5 upon termination of Venter's HLI employment.

6 12. Under the Proprietary Information Agreement, Venter agreed that HLI
7 owns all Inventions (defined below), as follows: "[HLI] shall own all right, title,
8 and interest (including patent rights, copyrights, trade secret rights, mask work
9 rights, sui generis database rights and all other intellectual property rights or any
10 sort throughout the world) relating to any and all inventions (whether or not
11 patentable), work of authorship, mask works, designs, know-how, ideas, and
12 information made or conceived or reduced to practice, in whole or in part, by
13 [Venter] during the term of [his] employment with [HLI] to and only to the fullest
14 extent allowed by California Labor Code Section 2870...(collectively,
15 "Inventions")...."

16 13. Under the Proprietary Information Agreement, Venter also agreed that
17 all Inventions, along with all other confidential "business, technical, and financial
18 information (including, without limitation, the identity of and information relating
19 to customers or employees)" developed, learned, or obtained by Venter during his
20 employment, were considered "Proprietary Information" and that he would not
21 disclose such information.

22 14. Also under the Proprietary Information Agreement, Venter agreed to
23 return to HLI all items containing or embodying Proprietary Information. Further,
24 Venter agreed as part of the signed Proprietary Information Agreement that:

25 "I have no expectation of privacy with respect to the Company's
26 telecommunications, networking or information processing systems
27 (including, without limitation, stored computer files, e-mail messages and
28 voice messages) and that my activity and any files or messages on or using

1 any of those systems may be monitored at any time without notice.”

2 15. Under the Proprietary Information Agreement. Venter also agreed that
3 one year after the term of his HLI employment, he would not encourage or solicit
4 any employee of HLI to leave HLI for any reason.

5 16. During his employment, Venter had access to all of HLI’s Proprietary
6 Information, including all of HLI’s trade secrets (collectively, the “Trade Secrets”).
7 Such Trade Secrets include, but are not limited to:

8 A. HLI’s proprietary business plans and processes, including but not
9 limited to the processes and data relating to HLI’s development of its
10 Health Nucleus, as well as bi-weekly business development updates,
11 leadership updates, executive summaries, and weekly reports of all
12 Health Nucleus activities;

13 B. HLI’s proprietary financing sources and potential financing sources,
14 including private and confidential negotiating terms and strategies for
15 potential transactions worth tens of millions of dollars;

16 C. The identity and contact information of financing or potential
17 financing sources, including the non-public contact information of
18 high-net-worth individuals;

19 D. The identity and contact information of clients and potential client who
20 have sought out information or purchased HLI’s services, including
21 but not limited to the non-public contact information for high-net-
22 worth individuals such as Hollywood actors and actresses, corporate
23 executives, NFL team owners, philanthropists and politicians;

24 E. Private, proprietary, internal financial reports on HLI’s business
25 operations and future forecasts;

26 F. HLI’s confidential and proprietary plans, projections and negotiations
27 regarding the potential expansion of its business operations;

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1 G. HLI's confidential and proprietary audits and reports of its industry,
2 including analysis of market competitors;

3 H. HLI confidential employee contact and compensation information; and

4 I. HLI's proprietary research data, studies, imaging, as well as client
5 results and prognoses.

6 17. HLI's Trade Secrets are critical to its business. With them, a
7 competitor would be able to unfairly compete with HLI without having to put in the
8 work necessary to develop the information on its own. HLI's business, including
9 the Health Nucleus, is cutting-edge medical science that is not generally known to
10 the industry or the public. Having such information would allow a competitor to
11 target specific clients with detailed information that it did not have to expend the
12 time and money necessary to develop on its own.

13 18. In addition to its business processes, one of the most valuable Trade
14 Secrets that HLI owns is the contact information for the potential
15 financiers/investors and clients as well as the amounts likely to be invested. HLI
16 utilizes private investors whose funds are used to grow and develop HLI's business.
17 The identification of investors who have the ability and the willingness to fund is
18 the lifeblood of HLI. Without the identification of the investors who are willing to
19 consider and fund HLI's business, HLI funding sources would dry up. Similarly,
20 HLI has expended considerable time and resources developing investor and
21 customer lists with the identities and contact information of individuals who are
22 interested in investing in or purchasing HLI's services. Many of these individuals
23 are very public personas who would not want their private health information to go
24 beyond HLI.

25 19. HLI has spent significant time, effort and expense over the past four
26 years to create and maintain its Trade Secrets. This hard-earned business
27 information is not known, nor readily ascertainable, from information available to
28 the general public and is confidential, proprietary and it constitutes trade secret

1 information of immeasurable value. The misappropriation of HLI's Trade Secrets
2 has given and will continue to give an unfair competitive advantage to Defendant
3 and to other organizations that inappropriately receive or use them.

4 20. Because of the sensitive nature of the Trade Secrets, HLI takes steps
5 to ensure the confidentiality and security of its Trade Secrets. In addition to having
6 its employees sign a Proprietary Information and Inventions Agreement, HLI has a
7 security system designed to protect its proprietary, confidential, and trade secret
8 information. This includes protected servers for storing any Trade Secrets, requiring
9 all computers accessing HLI's servers to have password protections with the
10 passwords changed frequently, and internal file management that allows only
11 employees who are a part of certain groups to access the file information as well as
12 floor-by-floor biometric readings of fingerprints for headquarter access, security
13 sign in and escort out of the HLI corporate headquarters.

14 21. HLI's servers can only be accessed by someone with an account in
15 HLI's directory. Typically, only IT employees have administrative rights on these
16 computers. Other than certain corporate executives, employees outside of the IT
17 department cannot install, modify, alter, or connect additional equipment to the
18 system without prior written approval from the employee's supervisor and the IT
19 department and without assistance from the IT department.

20 22. During his employment, Venter used an HLI-owned Lenovo laptop
21 computer (Lenovo ThinkPad X1 Carbon 20BS-14"; Core i7 5600U, 16GB RAM,
22 512 GB S; MFG Part: 3825115; UNSPSC: 43211503) to conduct HLI business and
23 communicate with others. When using the HLI-owned computer, Venter
24 communicated using an HLI server on Microsoft Office 365 cloud. Thus, both the
25 computer and server used by Venter were owned by HLI. The HLI-owned
26 computer contained a Crash Recovery Program. Every time Venter used the HLI-
27 owned computer, the Crash Recovery Program recorded and saved the contents. It
28 then backed up those contents on the HLI-owned space of the Microsoft Office 365

1 cloud.

2 23. During his HLI employment, Venter used the HLI-owned computer
3 and server to send e-mails to his JCVI account at jcventer@jcv.org. On
4 information and belief, this e-mail site is owned by JCVI. Venter would
5 consistently use his jcventer@jcv.org e-mail for HLI business, including
6 communicating with employees, donors and vendors. In addition, Venter instructed
7 HLI to forward his HLI e-mails at jcventer@humanlongevity.com to his JCVI e-
8 mail address thereby forwarding HLI proprietary and trade secret information
9 directly to JCVI.

10 24. Both in July and September 2017, the HLI Board of Directors verbally
11 offered and Venter accepted Venter's HLI change from Executive Chairman to
12 Chairman without providing any written agreement. The Board also appointed
13 Venter HLI interim CEO on November 29, 2017, without any signed agreement.
14 Venter's HLI employment at all times remained at-will.

15 25. Knowing he was without a written employment agreement, from
16 November 2018 to May 24, 2018, Venter sought from the Board a written
17 employment agreement memorializing his duties, title and compensation.
18 However, the HLI Board never provided him a written agreement.

19 26. In the Spring of 2018, Venter withheld critical information from the
20 Board and the HLI investors regarding the conduct of an HLI key executive which
21 would likely result in termination.

22 27. In May 2018, Venter had HLI-paid counsel draft a Venter-favorable
23 employment contract, which he intended to present at the HLI Board meeting on
24 May 24, 2018. Also during this time, Venter unilaterally appointed a new interim
25 President without conferring with the HLI Board.

26 28. On May 24, 2018, the HLI Board considered a rushed investor deal
27 which Venter presented to them only less than two weeks earlier. The deal terms
28 were one-sided and provided several financial incentives to Venter, as well as

1 providing the new investor with rights that had already been granted to another
2 party. At that point, the HLI Board voted to terminate Venter from HLI. They then
3 communicated Venter's termination to him.

4 29. Following Venter's termination from HLI, he abruptly left the HLI
5 corporate offices with his HLI-owned computer. Venter immediately began using
6 the HLI computer and server to communicate to the public, solicit HLI investors
7 and employees. For example, at 4:28 p.m. on May 24, 2018, Venter wrote on his
8 Twitter account: "I am retiring from HLI and will be returning to the J. Craig
9 Venter Institute to continue my work".

10 30. On May 25, 2018, HLI disabled Venter's access to the HLI server and
11 stopped forwarding of any e-mails. However, HLI still had access to the HLI
12 computer retained by Venter through its Crash Recovery Program and Office 365.

13 31. Even after his HLI termination, Venter used the HLI computer,
14 accessed and sent HLI proprietary information and trade secrets. This included HLI
15 internal privileged communications involving Series C and Asia JV Series A Docs.
16 Venter also continued to communicate with an HLI Board member and invited him
17 to his home in Nantucket using the HLI computer.

18 32. Venter also tried to solicit to JCVI the very investor who pulled out of
19 the HLI deal. On June 14, 2018 at 2:01 p.m., Venter wrote in an e-mail: "i would
20 like to find a way to work with you via the Venter institute. My brand is only
21 owned by me and preventative medicine movement has hardly started. Craig".

22 33. After his HLI termination, Venter arranged a meeting with as many as
23 9 HLI employees. On information and belief, Venter intended to solicit these
24 employees to JCVI to compete directly with HLI. As a result of Venter's
25 solicitation, on July 16, 2018, HLI employee Li Weizhong announced he was
26 resigning from HLI to join JCVI.

27 34. HLI is informed, believes and based thereon alleges that Defendant
28 received and is using HLI's Trade Secrets in an attempt to set up a business to

1 directly compete with HLI. HLI is further informed, believes and based thereon
2 alleges that Defendant is using HLI's Trade Secrets to: (1) establish its competing
3 business, (2) solicit and negotiation potential financing deals using, among other
4 things, confidential and proprietary potential deal terms, contact information,
5 customer information, (3) solicit HLI's employees, and (4) solicit HLI's customers
6 and potential customers, whose interest in receiving services from HLI is non-
7 public and proprietary and whose contact information is not publicly-available.

8 35. HLI is informed, believes and based thereon that Defendant's use of
9 HLI's Trade Secrets includes, but is not limited to:

- 10 A. Defendant's use of HLI's proprietary business processes and market
11 research to begin development of a program to directly compete with
12 HLI's Health Nucleus;
- 13 B. Defendant's solicitation of research and/or business partnerships with
14 entities, such as the University of California, San Diego, to develop its
15 competing business;
- 16 C. Defendant's use of HLI's confidential and proprietary investor lists
17 and potential investment terms to directly solicit potential investors,
18 including an investor that was negotiating with HLI regarding an
19 investment of tens of millions of dollars; and
- 20 D. Defendant's use of HLI's proprietary business processes and market
21 research to solicit and hire HLI's employees.

22 36. Using the HLI-owned computer and server, Venter sent HLI trade
23 secret and proprietary information as well as HLI internal communications to hired
24 counsel. The Venter-hired counsel which seeks to be adverse to HLI just
25 represented HLI to preserve its trade secrets in San Diego Superior Court.

26 37. On or about June 28, 2018, HLI's counsel sent a litigation hold letter
27 to Defendant notifying it of HLI's belief that Venter and Defendant were in
28 possession of information belonging to HLI and requiring Defendant to preserve

1 any such evidence. The letter further stated that HLI believed Venter to have HLI's
2 information and data on electronic devices belonging to Defendant.

3 38. In response to HLI's letter, Defendant stated: "With respect to Dr.
4 Venter's laptop, if you believe that HLI has a right to this property, we trust that
5 you will make your demand directly on Dr. Venter or his counsel." Based on
6 Defendant's response, HLI is informed, believes and based thereon alleges that
7 Defendant has accessed and/or is accessing the laptop Venter used during his
8 employment with HLI, including HLI's Trade Secrets, and is using HLI's Trade
9 Secrets for its own business enterprises.

10 **FIRST CAUSE OF ACTION**

11 **(Misappropriation of Trade Secrets [Violation of 18 U.S.C. § 1836 et seq.]**

12 **Against All Defendants)**

13 39. HLI hereby realleges, and incorporates by this reference Paragraphs 1
14 through 38 as though fully set forth herein.

15 40. HLI's Trade Secrets are related to HLI's services that are used in or
16 intended for use in interstate or foreign commerce. Plaintiff is the owner of those
17 secrets.

18 41. The HLI Trade Secrets are confidential and proprietary information,
19 and HLI has taken reasonable steps to maintain the confidential nature of this
20 information.

21 42. Plaintiff has expended considerable time, effort, and expense to
22 compile, store, categorize, and protect HLI Trade Secrets and related confidential
23 information. HLI Trade Secrets are not generally known to the public and not
24 readily ascertainable by proper means to persons who could derive value from their
25 disclosure or use.

26 43. HLI Trade Secrets derive independent economic value, actual and/or
27 potential, from not being generally known to, and not being readily ascertainable
28 through proper means by, another person who could obtain economic value from

1 their disclosure or that person's use. HLI Trade Secrets are of substantial economic
2 value and have conferred a competitive advantage on Plaintiff.

3 44. While employed by Plaintiff, Venter had a need to access HLI Trade
4 Secrets. However, after Venter's employment with HLI ended, his right to possess,
5 access, or use HLI's Trade Secrets ceased to exist.

6 45. As set forth above, Defendant has wrongfully possessed, accessed, or
7 used HLI's Trade Secrets without any color of right. As a result of its improper
8 possession and use of HLI's Trade Secrets, Defendant has violated the Defend
9 Trade Secrets Act of 2016 (18 U.S.C. §§ 1832-1839).

10 46. As a direct and proximate result of Venter's violation of the Defend
11 Trade Secrets Act of 2016, Plaintiff has sustained damages that will be established
12 at trial of this matter.

13 47. Defendant's actions in converting and misappropriating HLI's
14 confidential, proprietary and trade secret information described herein for its own
15 gain was willful, wanton, and malicious, and was taken with reckless disregard for
16 the rights of Plaintiff.

17 48. Unless enjoined by this Court, Defendants actions have caused and
18 will continue to cause Plaintiff imminent and irreparable harm.

19 49. Plaintiff has no adequate remedy at law to redress the conduct
20 complained of herein and will suffer continued imminent and irreparable harm as a
21 result.

22 **SECOND CAUSE OF ACTION**

23 **(Conversion Against J. Craig Venter Institute, Inc.)**

24 50. HLI hereby realleges, and incorporates by this reference Paragraphs 1
25 through 49 as though fully set forth herein.

26 51. HLI had and has a clear legal ownership and right to possession in the
27 HLI Trade Secrets and other confidential information.

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1 52. Defendant wrongfully accessed, retained, or made use of, or some
2 combination thereof, the HLI Trade Secrets and other confidential information.
3 Defendant has further wrongfully retained HLI’s physical property, including but
4 not limited to a laptop computer.

5 53. As a proximate result of Defendant’s acts of conversion, Plaintiff has
6 been deprived of its property rights and suffered damages to be proven at trial.

7 54. The aforementioned acts of Defendant were willful, wanton,
8 malicious, and oppressive, or were taken with the intent to defraud, and as a result
9 they justify the awarding of exemplary and punitive damages.

10 **THIRD CAUSE OF ACTION**
11 **(Tortious Interference with Contract**
12 **Against J. Craig Venter Institute, Inc.)**

13 55. HLI hereby realleges, and incorporates by this reference Paragraphs 1
14 through 54 as though fully set forth herein.

15 56. HLI entered into a contractual relationship with Venter pursuant to
16 which Venter was required to protect the confidentiality of HLI’s confidential and
17 proprietary information, including HLI’s Trade Secrets. HLI is informed, believes
18 and based thereon alleges that Defendant intentionally interfered with HLI’s
19 contractual relationship with Venter by inducing Venter to breach his contractual
20 obligations to HLI by disclosing HLI’s Trade Secrets to Defendant.

21 57. HLI is further informed, believes and based thereon alleges that
22 Defendant intentionally interfered with HLI’s contractual relationships with its
23 investors, employees and clients by inducing those individuals and/or entities to
24 breach their contractual obligations to HLI and to contract with Defendant instead.

25 58. The conduct of Defendant, as set forth above, constitutes interference
26 with HLI’s existing contracts and business relationships, which interference, if not
27 enjoined, will result in significant losses to HLI.

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1 59. As a proximate result of Defendant's conduct, HLI has suffered
2 substantial damage in an amount not yet fully ascertained, which shall be subject to
3 proof at trial.

4 60. HLI is entitled to recover from Defendant all damages directly and
5 proximately caused by the interference with HLI's contracts and/or business
6 relationships.

7 61. Defendant's conduct was oppressive and motivated by malice in that it
8 was intended by them to cause injury to HLI and was carried on by Defendant with
9 willful and conscious disregard for HLI's rights. As a result, the imposition of
10 exemplary or punitive damages against Defendant is warranted.

11 **FOURTH CAUSE OF ACTION**

12 **(Tortious Interference with Prospective Economic Advantage**

13 **Against J. Craig Venter Institute, Inc.)**

14 62. HLI hereby realleges, and incorporates by this reference Paragraphs 1
15 through 61 as though fully set forth herein.

16 63. At the time Defendant engaged in the unlawful actions alleged herein,
17 HLI had prospective economic relationships with third parties, including potential
18 investors. Defendant knew or should have known of HLI's potential business
19 relationship with the third parties, including but not limited to that HLI was actively
20 negotiating and/or seeking private investments.

21 64. HLI is informed, believes and based thereon alleges that Defendant
22 intentionally interfered with HLI's prospective relationships by illegally using
23 HLI's Trade Secrets to solicit such third-party investors to cancel their negotiations
24 with HLI and to seek to enter into a business relationship with Defendant instead.

25 65. Based on Defendant's conduct, HLI's prospective relationships with
26 these third-parties have been disrupted.

27 66. The conduct of Defendant, as set forth above, constitutes interference
28 with HLI's prospective economic relationships, which resulted in significant losses

1 to HLI.

2 67. As a proximate result of Defendant’s conduct, HLI has suffered
3 substantial damage in an amount not yet fully ascertained, which shall be subject to
4 proof at trial.

5 68. HLI is entitled to recover from Defendant all damages directly and
6 proximately caused by the interference with HLI’s prospective business
7 relationships.

8 69. Defendant’s conduct was oppressive and motivated by malice in that it
9 was intended by them to cause injury to HLI and was carried on by Defendant with
10 willful and conscious disregard for HLI’s rights. As a result, the imposition of
11 exemplary or punitive damages against Defendant is warranted.

12 **FIFTH CAUSE OF ACTION**

13 **(Unfair Business Practices Against All Defendants)**

14 70. HLI hereby realleges, and incorporates by this reference Paragraphs 1
15 through 69 as though fully set forth herein.

16 71. This is a claim for unfair competition arising under California
17 Business and Professions Code sections 17200 et seq., which includes any
18 unlawful, unfair or fraudulent business act or practice. HLI is proceeding under
19 both the “unlawful” and “unfair” substantive prongs of section 17200.

20 72. HLI alleges that Defendants have engaged in unlawful business acts or
21 practices as set forth herein. Defendants’ unlawful business acts or practices have
22 included, without limitation, misappropriating HLI’s trade secrets to unfairly
23 compete against HLI and committing other tortious acts herein alleged.

24 73. Defendants’ practices were undertaken pursuant to business activity
25 and are forbidden by law. Defendants’ practices resulted in the misappropriation of
26 business opportunities that should have been directed to HLI.

27 74. HLI further alleges that Defendants have engaged in unfair business
28 acts or practices. Defendants have violated the letter or spirit of the law.

1 Defendants' conduct lacked any utility and has harmed HLI.

2 75. HLI is informed, believes and based thereon alleges that Defendants
3 had an agreement among themselves to commit the wrongful acts alleged herein,
4 that Defendants did in fact commit the wrongful acts alleged herein, and that such
5 wrongful acts damaged HLI as alleged herein.

6 76. In violation of California Business and Professions Code sections
7 17200 et seq., Defendants improperly used HLI's Trade Secrets and engaged in
8 illegal and/or fraudulent business practices.

9 77. Defendants' actions were part of a deliberate scheme and plan to
10 deprive HLI of the benefits of its industry, effort and expense and to give
11 Defendants an unfair competitive advantage. Defendants' unlawful, unfair and/or
12 fraudulent business practices prevented HLI from achieving the results that it would
13 reasonably have achieved absent Defendants' illegal conduct.

14 78. Accordingly, as a direct and proximate result of Defendants' acts as
15 alleged herein, HLI has suffered damages. As a proximate result of Defendants'
16 wrongful acts, HLI is entitled to restitution as provided for by California Business
17 and Professions Code sections 17200 et seq. and a constructive trust in which
18 Defendants, and each of them, as constructive trustees, hold HLI's revenues or
19 other funds, received as a result of Defendants' wrongful acts alleged herein above,
20 for HLI's benefit.

21 79. Defendants' conduct was willful and malicious, oppressive, fraudulent,
22 despicable and in conscious disregard of the rights of HLI, and resulted in harm to
23 HLI. Defendants acted with the intent to cause injury and to obtain an unfair
24 competitive advantage over HLI in the market place. Therefore, Defendants are
25 liable for restitution in an amount to be established according to proof at trial for
26 unfair competition, and a permanent injunction against Defendants is warranted
27 enjoining Defendants' unfair competition as alleged in the prayer below.

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PRAYER FOR RELIEF

WHEREFORE, HLI prays for judgment against Defendants, as follows:

1. For general damages in an amount that is yet to be ascertained;
2. For special damages including attorneys’ fees in an amount according to proof;
3. For punitive damages in an amount that is yet to be ascertained;
4. For disgorgement in the amount necessary to prevent Defendants’ unjust enrichment gained from their unfair business practices;
5. For temporary, preliminary and permanent injunctive relief enjoining Defendant, its agents, servants, employees, attorneys, and all persons in active concert or participation with Defendant to refrain from misappropriating, disclosing, using, posting, maintaining the posting of or otherwise causing or allowing any use or disclosure of HLI’s trade secrets;
6. For damages, under any appropriate alternative, as set forth in 18 USC § 1836(c);
7. For seizure of the laptop and any other electronic devices used by Defendant so HLI can audit and can remove its Trade Secrets from Defendant’s possession;
8. For legal costs, interest and fees incurred by Plaintiff to attain the relief requested herein;
9. For a trial by jury on the claims that are non-equitable in nature, and
10. For such other and further relief as this Court deems just and proper.

DATED: July 20, 2018

BUCHALTER
A Professional Corporation

By: 

TRACY A. WARREN
J. PATRICK ALLEN
KATHRYN B. FOX
Attorneys for Plaintiff
HUMAN LONGEVITY, INC.

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