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17 **UNITED STATES DISTRICT COURT**
18 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

19 PFIZER INC.,
20
21 Plaintiff,
22
23 - against -
24 CHUN XIAO LI and DOES 1-5,
25 Defendants.

26 Civil Action No. '21CV1980 CAB JLB
27 **COMPLAINT**

28 Plaintiff PFIZER INC., (“Pfizer”), through its undersigned attorneys, Davis Polk & Wardwell LLP, as and for its Complaint against Defendant CHUN XIAO LI (“Li”) and DOES 1-5, respectfully alleges, upon knowledge as to itself, and otherwise upon information and belief, as follows:

SUMMARY OF THE ACTION

1. Conventional wisdom says that the cover up is worse than the crime. Pfizer is not yet sure whether that is the case here, and thus comes to this Court for

1 expedited relief in support of arbitration. What Pfizer can say for sure is that its
2 soon-to-be former employee Chun Xiao (Sherry) Li uploaded over 12,000 files—
3 including scores of confidential Pfizer documents—from her Pfizer-issued laptop
4 to a personal Google Drive account and onto other personal devices. Upon
5 learning of Ms. Li’s troubling conduct, Pfizer addressed it with her. Although Ms.
6 Li initially gave the appearance of cooperation, it turns out that Ms. Li instead has
7 misled Pfizer about what she took, how she took it, when and why she did it, and
8 where those files (and possibly others) can be found today.

9 2. For over 150 years, Pfizer has been an industry leader in the
10 development of vaccines and drugs for the treatment of life-threatening diseases.
11 As just one example, Pfizer has been at the forefront of the global effort to develop
12 a vaccine for COVID-19. Through hard work, ingenuity, perseverance, and
13 billions of dollars in capital expense, Pfizer secured the first emergency-use
14 authorization in the United States for its COVID-19 vaccine in December 2020.
15 Pfizer’s work related to COVID-19 and other debilitating diseases such as
16 urothelial carcinoma, Merkel cell carcinoma, and non-small-cell lung cancer, to
17 name but a few, saves tens of thousands of lives each year.

18 3. Success breeds imitation, and competitors have been trying to recruit
19 Pfizer’s employees relentlessly, especially during 2021. The vast majority of
20 Pfizer employees choose to remain at Pfizer, pleased to remain on a winning team
21 that recognizes individuals’ efforts with generous compensation packages and
22 advancement opportunities within Pfizer. Not so for Ms. Li, who decided to leave
23 Pfizer for a competitor believed to be Xencor, Inc.

24 4. Had Ms. Li left Pfizer honorably, she would not be named in this
25 Complaint. But she made a different choice: on her way out the door, she
26 transferred onto personal accounts and devices over 12,000 files, scores of which
27 contain Pfizer confidential and trade-secret information, and tried covering her
28 tracks repeatedly. She went so far as to provide Pfizer’s security team a decoy

1 laptop, leading Pfizer to believe it was the one she used to download the 12,000
2 files from her Google Drive account. Forensic analyses confirmed it was not, and
3 Ms. Li (or somebody else, including potentially DOES 1-5) likely remains in
4 possession of the actual computer that contains those 12,000 files.

5 5. Pfizer believes in robust, fair competition. It was specifically that sort
6 of competition that led Pfizer and its competitors to develop different COVID-19
7 vaccines with record-breaking speed. And it is specifically that sort of competition
8 that compels Pfizer and its competitors to push the boundaries to develop other
9 blockbuster medications. It would be unjust to permit Ms. Li and anybody with
10 whom she may be working in concert to trade on Pfizer's successes and
11 experience, whether at Xencor or elsewhere, by leveraging the numerous
12 confidential Pfizer documents she took without permission and refuses to return.

13 6. Pfizer therefore brings this action against Ms. Li and DOES 1-5 for
14 (a) misappropriation of trade secrets in violation of the Defend Trade Secrets Act
15 of 2016 ("DTSA"), 18 U.S.C. § 1836, *et seq.*, and the California Uniform Trade
16 Secrets Act ("CUTSA"), Cal. Civ. Code § 3426, *et seq.*; (b) breach of contract; (c)
17 conversion; and (d) trespass to chattel. Pfizer concurrently seeks a temporary
18 restraining order and injunctive relief to preserve the status quo and prevent further
19 irreparable harm while Pfizer promptly commences arbitration proceedings in
20 accordance with the terms of Ms. Li's Mutual Arbitration and Class Waiver
21 Agreement.

22 **PARTIES**

23 7. Pfizer is a Delaware corporation, with its principal place of business at
24 235 East 42nd Street, New York, New York 10017. As part of its business, Pfizer
25 is involved in researching, developing, making and selling pharmaceutical
26 products, including vaccines, which it distributes in California, throughout the
27 United States, and around the world.

1 8. Ms. Li resides, on information and belief, in San Diego, California.
2 Ms. Li was hired in 2006 and currently serves as Associate Director of Statistics in
3 Pfizer's Global Product Development group at Pfizer's facility in La Jolla,
4 California. Ms. Li informed Pfizer that she intends to resign effective November
5 24, 2021.

6 9. The true names and capacities, whether individual, corporate,
7 associate or otherwise, of DOES 1 through 5 are unknown to Pfizer, who therefore
8 sues them by fictitious names. DOES 1 through 5, on information and belief, are
9 individuals or corporations who acted or are acting in concert with Ms. Li in
10 connection with the misappropriation of Pfizer's trade-secret and confidential
11 information and/or knowingly and intentionally have acquired, disclosed, and/or
12 used Pfizer's trade-secret and confidential information. Pfizer will amend this
13 Complaint to state the true names and capacities of DOES 1 through 5 once they
14 have been ascertained.

15 **JURISDICTION AND VENUE**

16 10. This action arises under the DTSA, 18 U.S.C. § 1836, *et seq.*, as well
17 as under California and New York law. This Court has federal-question
18 jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Pfizer has claims
19 for misappropriation of trade secrets under the DTSA, 18 U.S.C. § 1836(c). This
20 Court has supplemental jurisdiction over the state-law claims alleged in this
21 complaint pursuant to 28 U.S.C. § 1367.

22 11. This Court has personal jurisdiction over Ms. Li because she is a
23 resident of the State of California. Ms. Li has also had continuous and systematic
24 contacts with the State of California by and through her employment with Pfizer at
25 its facility in La Jolla, California where, upon information and belief, a substantial
26 part of the actions causing Pfizer's injuries and giving rise to Pfizer's claims
27 occurred. Ms. Li has also purposefully directed business activities at the State of
28 California, which constitute at least minimum contacts with the State of California

1 such that the maintenance of this suit in this Court does not offend traditional
2 notions of fair play and substantial justice.

3 12. Venue is proper in this Court because Ms. Li is subject to the personal
4 jurisdiction of this Court, and because a substantial part of the events giving rise to
5 Pfizer's claims and causing Pfizer's injuries occurred at Pfizer's facility in La
6 Jolla, California, *i.e.*, within this Judicial District. Further, based on information
7 and belief, Ms. Li resides within this Judicial District.

8 **FACTUAL ALLEGATIONS**

9 13. Due to the sheer number of documents Ms. Li misappropriated, Pfizer
10 has yet to understand the full scope of trade-secret and confidential information in
11 her possession. While Ms. Li possesses thousands of documents potentially related
12 to numerous Pfizer vaccines, drugs, and other innovations, this Complaint focuses
13 on Pfizer's COVID-19 vaccine and its avelumab and elranatamab monoclonal
14 antibodies.

15 **Background on the Covid-19 Vaccine**

16 14. As the COVID-19 pandemic spread globally, Pfizer decided that it
17 had a moral and scientific imperative to develop and bring to the public a vaccine
18 as quickly as possible. On March 17, 2020, Pfizer signed a letter of intent to
19 partner with BioNTech to co-develop an mRNA-based coronavirus vaccine
20 program, BNT162, aimed at preventing COVID-19 disease. The collaboration
21 leverages Pfizer's expertise in vaccine research and development, regulatory
22 capabilities, and global manufacturing and distribution network.

23 15. To date, Pfizer has invested over \$2 billion of its own capital to
24 develop its COVID-19 vaccine and has dedicated hundreds of Pfizer scientists,
25 strategists, and other personnel to the COVID-19 vaccine effort. By risking its
26 own investment, rather than relying on government funds, Pfizer could be more
27 nimble in the development of the vaccine.

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1 16. The speed at which Pfizer was able to develop and gain approval of its
2 vaccine was not due only to pandemic-related efforts and spending. Rather, Pfizer
3 had recently reorganized its research and development arm into biotech-like
4 subdomains, allowing for better start-to-finish ownership of new products, like the
5 COVID-19 vaccine. Moreover, Pfizer leveraged its prior breakthrough innovations
6 in the antiviral space to create the COVID-19 vaccine in record time.

7 17. Beginning in March 2020, Pfizer conducted numerous clinical trials
8 and made various regulatory submissions in collaboration with BioNTech, in an
9 effort to obtain emergency use authorization for the vaccine from the Food and
10 Drug Administration (“FDA”). The FDA so authorized the Pfizer-BioNTech
11 COVID-19 vaccine on or about December 11, 2020, making it the first COVID-19
12 vaccine available to the general public. The FDA has since fully approved the
13 vaccine for individuals 16 and older and has extended emergency use authorization
14 for children as young as five years old. Needless to say, Pfizer’s vaccine has been
15 a huge medical and commercial success.

16 *Background on Monoclonal Antibodies*

17 18. The COVID-19 vaccine has rightfully garnered significant praise and
18 recognition around the world, but it should not overshadow the important work
19 Pfizer does in other fields. For example, Pfizer is a world leader in the research
20 and development of monoclonal antibodies that combat rare and debilitating
21 diseases.

22 19. In general, a body’s immune system attacks foreign substances by
23 generating a large number of antibodies, which are proteins that bind to certain
24 targets in the body such as antigens that cause infections. Once an antibody
25 attaches to an antigen, it triggers the body’s immune system to target and destroy
26 cells containing that antigen. A monoclonal antibody is an antibody made in a
27 laboratory that is designed to bind to a specific antigen, such as an antigen on the
28 surface of a particular cancer cell. Once the monoclonal antibody binds to the

1 cancer cell, the body begins targeting and destroying cells like it. Monoclonal
2 antibodies may also be designed to target immune system cells to increase their
3 activity against cancer cells.

4 20. One of the greatest challenges with respect to developing monoclonal
5 antibodies is identifying the right antigen to target. It takes years of research and
6 development, trial and error work, and hundreds of millions of dollars in
7 investment capital to investigate a potential new monoclonal antibody. Most
8 investigational monoclonal antibodies turn out to be failures, and the few that make
9 it past early phase studies require even more resources and capital to bring to
10 market. Simply stated, finding the right antigen to target and developing a
11 compatible monoclonal antibody requires absolute precision; anything short of that
12 would fail to improve patients' health and could even prove fatal.

13 21. In 2014, Pfizer entered into an agreement with Merck KGaA to co-
14 develop avelumab, a groundbreaking monoclonal antibody now sold under the
15 tradename Bavencio. Avelumab is FDA-approved to treat a specific type of cancer
16 in the bladder or urinary tract called urothelial carcinoma (UC) when it has spread
17 or cannot be removed by surgery. It is also approved for patients with a rare and
18 aggressive form of skin cancer called Merkel cell carcinoma. Pfizer is currently
19 researching whether avelumab could treat other forms of cancer, and whether
20 avelumab could be effectively combined with other drugs. Pfizer has invested over
21 millions of dollars in the research and development of avelumab and as a direct
22 result has saved countless lives.

23 22. Following in the footsteps of avelumab, Pfizer scientists discovered
24 and began developing elranatamab, a bispecific monoclonal antibody. Bispecific
25 monoclonal antibodies are antibodies that can simultaneously bind to two different
26 types of antigens or two different target sites on the same antigen. Pfizer scientists
27 believe elranatamab could be effective in treating multiple myeloma, a rare blood
28 cancer that affects plasma cells made in the bone marrow. There is currently a

1 high unmet medical need for treating multiple myeloma, and Pfizer is in a race
2 with its competitors to develop more advanced treatments. Recently, the FDA
3 granted elranatamab Fast Track Designation, which is a process designed to
4 facilitate the development, and expedite the review, of new drugs and vaccines that
5 are intended to treat or prevent serious conditions that have the potential to address
6 an unmet medical need. To date, Pfizer has invested millions of dollars in the
7 research and development of elranatamab, as it hopes elranatamab will prove to be
8 the company's next blockbuster drug.

9 Ms. Li's Employment at Pfizer

10 23. On August 2, 2006, Pfizer hired Ms. Li as Associate Director of
11 Statistics in Pfizer's Global Product Development ("GPD") group based in China.
12 On or around August 22, 2016, Ms. Li transferred to Pfizer's facility in La Jolla,
13 California and continued her role as Associate Director of Statistics.

14 24. Pfizer's GPD group is responsible for evaluating drug efficacy and
15 safety in human clinical trials to obtain regulatory approval for drugs. Given her
16 role and responsibilities as Associate Director of Statistics, Ms. Li had access to
17 highly confidential, proprietary, and trade-secret information related to numerous
18 vaccines and medications, including the COVID-19 vaccine, avelumab, and
19 elranatamab.

20 25. GPD employees are well aware of their obligations to safeguard Pfizer
21 confidential information. In addition to supervisors constantly issuing reminders
22 about confidentiality at meetings and discussions, Pfizer conducts periodic
23 trainings designed to ensure that employees are aware of the policies and
24 expectations around data security. For example, Ms. Li was required to take a
25 course titled "Collaborate Securely: Safeguarding Sensitive Pfizer Information"
26 that detailed the importance of safeguarding Pfizer confidential information. Ms.
27 Li took this training three times in the last five years, on April 17, 2020, May 8,
28 2018, and January 20, 2017. Ms. Li also took required trainings on the "Blue

1 Book,” the Pfizer employee manual, on February 16, 2021, February 13, 2019,
2 April 18, 2017, and November 23, 2016. This training included reminders about
3 Pfizer’s corporate policies regarding safeguarding sensitive information.

4 26. In addition, as part of her employment with Pfizer, Ms. Li entered into
5 a Confidentiality Agreement, which imposed a number of restrictions on Ms. Li’s
6 activities during and after her employment. For example, by virtue of executing
7 the Confidentiality Agreement, Ms. Li agreed not to “disclose or use any
8 Confidential Information” without Pfizer’s written permission, other than in the
9 course of her employment with Pfizer. Ms. Li also agreed to “return within 48
10 hours” of her termination “all Company property and material within [her]
11 possession, whether confidential or proprietary or that in any way relates to the
12 business of the Company or any of its subsidiaries or affiliates.”

13 *Pfizer’s Protection of Its Confidential, Proprietary, and Trade-Secret Information*

14 27. Pfizer’s confidential, proprietary, and trade-secret information is used
15 in connection with Pfizer’s business, products, and services, including its
16 development, manufacture, and sale of drugs and vaccines.

17 28. Pfizer’s confidential, proprietary, and trade-secret information gives
18 Pfizer a substantial competitive advantage over its existing and would-be
19 competitors, including Xencor, due to the significant investment of time, money,
20 and resources in developing drug and vaccine programs, the drugs and vaccines
21 themselves, as well as the overall business strategy and business plans for such
22 programs, drugs, and vaccines. These advantages provide significant value to
23 Pfizer over its competitors, such as Xencor.

24 29. Pfizer employs a set of robust measures to protect its intellectual
25 property. Those measures include employing a dedicated team of in-house
26 forensics specialists, tracking employee activity on company devices, and using
27 automated monitoring alerts to escalate suspicious employee activity.
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1 30. Additionally, Pfizer employs a variety of employee-facing data-
2 security measures including policies, agreements, and blocks on certain activity.
3 For example, Pfizer’s Systems Policy #403 prohibits “unauthorized . . . disclosure,
4 transfer, use or unapproved release of Pfizer Information,” the use of
5 “unauthorized devices (e.g. personal/home computers and laptops, public
6 computers, etc.) . . . to transmit, store or work on Pfizer Information,” and the
7 “[u]nauthorized use of non-Pfizer cloud service accounts for the storage,
8 computation or transfer of Pfizer information.” In furtherance of this prohibition
9 on non-Pfizer cloud service accounts, in October 2021, Pfizer implemented a
10 technology that monitors when employees upload files to cloud-based platforms
11 such as Google Drive. Additionally, in 2019, Pfizer disabled USB access on all
12 company laptops to prevent unauthorized transfer of Pfizer files onto external hard
13 drives.

14 31. Pfizer requires employees to sign, as a condition of employment,
15 agreements obligating employees to protect Pfizer’s confidential documents,
16 information, trade secrets, and intellectual property.

17 32. Pfizer’s confidential, proprietary, and trade-secret information derives
18 independent economic value from not being generally known to the public or other
19 person who can obtain economic value from their disclosure, and from not being
20 readily ascertainable by proper means.

21 *Pfizer’s Investigation of Ms. Li’s Suspicious Digital Activity*

22 33. As part of Pfizer’s tracking of employee activity on company devices,
23 Pfizer’s security team discovered on October 29, 2021, that, between Saturday,
24 October 23, 2021 and Tuesday, October 26, 2021, Ms. Li transferred over 12,000
25 files from her Pfizer laptop to an online Google Drive account. Ms. Li was “out of
26 the office” on October 25–26, but, unbeknownst to Pfizer, she was conducting
27 mass transfers of files from her Pfizer laptop to her Google Drive account during
28 that time. Pfizer immediately initiated a digital review of Ms. Li’s emails, her file

1 access, and her internet activity on her Pfizer-issued laptop. An investigation into
2 Ms. Li's Pfizer email account revealed that she had been interviewing with and had
3 received an offer of employment from Xencor.

4 34. Pfizer human-resources, security, and digital-forensics personnel
5 spoke with Ms. Li twice on Friday, October 29, 2021. During the first
6 conversation, which occurred over the telephone with Pfizer human-resources and
7 security personnel, Ms. Li admitted to having transferred the files and claimed that
8 she did so because she wanted to organize her files offline and have them for her
9 own personal use. Ms. Li represented that she had transferred the files from the
10 Google Drive onto an external hard drive using her personal laptop and had not
11 copied the files elsewhere. A couple of hours later, Pfizer's digital-forensics
12 personnel had a second conversation with Ms. Li via videoconference. Between
13 the two conversations, Ms. Li logged onto her Google Drive account and deleted
14 all of the files saved there. During the second conversation, after Ms. Li disclosed
15 that she had deleted all the files from her Google Drive account, Pfizer personnel
16 asked Ms. Li to come to Pfizer's La Jolla office on Monday, November 1, and turn
17 over her external hard drive and personal laptop for inspection. Ms. Li expressed
18 reluctance to provide her personal laptop, explaining that it contained personal
19 information, but ultimately agreed to do so. Later that night, Pfizer personnel
20 subsequently deactivated Ms. Li's Pfizer system access, her laptop, and her badge.

21 35. On November 1, 2021, Ms. Li came in to Pfizer's offices in La Jolla
22 to return her Pfizer-issued laptop. Ms. Li also provided a personal laptop that she
23 led Pfizer to believe was the one she used to download the Pfizer documents from
24 her Google Drive account onto her external hard drive, as well as the external hard
25 drive itself. Pending completion of Pfizer's forensic analyses of the devices, Pfizer
26 placed Ms. Li on paid administrative leave.

27 36. The forensic examination of Ms. Li's devices revealed that Ms. Li had
28 not been truthful with Pfizer. Specifically, the forensic examination showed that

1 Ms. Li downloaded the 12,000 files to a folder having a file path
2 “C:\Users\cli\Downloads.” This is the Downloads folder associated with a user
3 having a user profile “cli,” which coincides with Ms. Li’s first initial and last
4 name. No such user profile or folder exists on Ms. Li’s Pfizer-issued laptop, the
5 personal laptop she provided Pfizer, or the external hard drive. In the opinion of
6 the experienced forensics analyst who conducted the analysis, the most likely
7 explanation for this discrepancy is that Ms. Li provided Pfizer with a personal
8 laptop *other than* the one she used to download the 12,000 files. The forensics
9 analysis also revealed that the laptop Ms. Li had provided to Pfizer was hardly
10 used during the week of October 25 when the downloads occurred, corroborating
11 that she most likely used a different laptop to initiate the downloads. This conduct
12 casts doubt on Ms. Li’s truthfulness but, far more troublingly for Pfizer, indicates
13 that another, unknown laptop likely contains the 12,000 files she downloaded,
14 which include scores of Pfizer confidential documents such as the examples
15 discussed below.

16 37. The forensic examination also showed that a significant number of
17 Pfizer documents were deleted from Ms. Li’s external hard drive prior to turning it
18 in. Specifically, forensic examination of Ms. Li’s external hard drive showed that
19 hundreds of files and folders having Pfizer related names were deleted the night of
20 Saturday, October 30, 2021. She turned the hard drive over to Pfizer on Monday,
21 November 1, 2021 without mentioning anything about these deleted files.

22 *Ms. Li Misappropriates Pfizer’s Trade Secrets*

23 38. Ms. Li has misappropriated Pfizer information concerning a broad
24 range of topics, including confidential, proprietary, and trade-secret information
25 regarding Pfizer’s COVID-19 vaccine and monoclonal antibody programs.
26 Pfizer’s investigation of the more than 12,000 files is ongoing, but below are some
27 examples of documents Ms. Li misappropriated that contain such highly sensitive
28 information:

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- A September 24, 2021 presentation titled “E2E Clinical Development + Submissions Playbook” that reflects, among other things, Pfizer’s analysis of the successes and breakthroughs of Pfizer’s COVID-19 vaccine studies, end-to-end recommendations based on the COVID-19 vaccine studies, analysis concerning why the Pfizer and BioNTech relationship was successful compared to other partnerships, and the identification of critical data variables for drug studies and ways to manage them
- A February 21, 2021 presentation titled “Pfizer Oncology Virtual Hematology Franchise Year Beginning Meeting” that contains, among other things, operational goals, key achievements and key goals for various drugs, development plans and timelines, key next steps for elranatamab, clinical development overview for elranatamab, and key strategies for various drugs including elranatamab
- A July 6, 2021 “Clinical Development Plan Document” that details development plans for combining encorafenib and binimetinib to treat melanoma. The document discusses Pfizer’s clinical development strategy, rationales, target product profiles, key elements of statistical analysis, global strategy, pediatric strategy, timelines, as well as a plethora of other highly sensitive trade secrets and confidential information
- A February 20, 2019 presentation titled “Avelumab Case Study – Implementation of BLRM in Oncology Dose Finding Trials with Multiple Drug Combinations” that discusses, among other things, Pfizer’s approach to implementing the Bayesian Logistic Regression Model in studies with multiple drug combination, challenges in designing Phase 1 drug combination studies, dosing strategies for drug combinations, implementation issues, and specifics related to the design and decision processes related to Pfizer’s Phase 1 avelumab studies

39. Pfizer did not authorize Ms. Li to transfer the aforementioned Pfizer files to her personal Google Drive account, and Pfizer is not aware of any legitimate business purpose for these transfers, which breach her obligations under her Confidentiality Agreement.

1 Ms. Li Tries to Resign and Declines an Exit Interview, Giving Rise to This Lawsuit

2 40. While Pfizer was conducting its investigation and forensic analyses,
3 Ms. Li notified Pfizer on November 12, 2021, that she was leaving Pfizer and that
4 her last day at the company would be November 24, 2021. She refused to disclose
5 the reason for her departure, including if she had a new employer. As discussed
6 above, Pfizer’s investigation of Ms. Li’s Pfizer email account showed that Ms. Li
7 had received an offer to start at Xencor on November 29, 2021.

8 41. Pfizer decided to give Ms. Li a final opportunity to come clean. It
9 asked Ms. Li to come in for a meeting on Monday, November 22, 2021, to answer
10 some follow up questions to better understand the pathways that she used to
11 transfer the 12,000 files at issue. Pfizer expressed that it would appreciate Ms. Li’s
12 cooperation in making sure Pfizer’s confidential information does not fall into the
13 hands of any of its competitors, including her potential new employer Xencor. Ms.
14 Li declined to meet with Pfizer, stating that she had already provided Pfizer all the
15 information it requested and also citing health issues.

16 42. Given that Ms. Li is leaving Pfizer to start work for a competitor,
17 possibly in less than a week, that Ms. Li has lacked candor and affirmatively
18 misled Pfizer personnel, and that she appears to remain in possession of Pfizer
19 trade-secret and confidential information, Pfizer has no choice but to commence
20 this action and seek a temporary restraining order against her. Indeed, Ms. Li
21 acknowledged in her signed Confidentiality Agreement that “any breach by me of
22 my obligations under this agreement . . . would cause irreparable harm to the
23 Company, and that in the event of such breach the Company shall have . . . the
24 right to an injunction, specific performance and other equitable relief to prevent
25 violations of my obligations hereunder.”

26 43. The Confidentiality Agreement further provides that “[d]isputes
27 arising under this Agreement will be subject to the Mutual Arbitration and Class
28 Waiver Agreement.” However, the Mutual Arbitration and Class Waiver

1 Agreement provides that “[e]ither party to this Agreement may make application to
2 a court for temporary or preliminary injunctive relief in aid of arbitration or for the
3 maintenance of the status quo pending arbitration.”

4 44. Pfizer intends to promptly commence arbitration proceedings in
5 accordance with the Confidentiality Agreement.

6 **FIRST CAUSE OF ACTION**
7 **Trade Secret Misappropriation under the DTSA**

8 45. Pfizer repeats and realleges the allegations in the foregoing
9 paragraphs as if fully set forth herein.

10 46. This is a claim for violation of the DTSA, 18 U.S.C § 1836, *et seq.*,
11 for the misappropriation of Pfizer’s confidential, proprietary, and trade-secret
12 information.

13 47. Pfizer owns the confidential, proprietary, and trade-secret information
14 misappropriated by Ms. Li, and those trade secrets are related to products used in,
15 or intended for use in, interstate and/or foreign commerce. Furthermore, the
16 confidential, proprietary, and trade-secret information misappropriated by Ms. Li
17 discloses Pfizer’s analyses of its vaccine and drug programs, end-to-end
18 recommendations based on its COVID-19 studies, operational goals, clinical
19 development strategies and timelines, key achievements, and numerous other
20 highly sensitive Pfizer information.

21 48. Ms. Li, by and through the Confidentiality Agreement signed pursuant
22 thereto, is subject to continuing confidentiality restrictions and has a duty to
23 maintain confidentiality and not to use for any of her own purposes, or other’s
24 purposes, the confidential, proprietary, and trade-secret information to which she
25 had access pursuant to her employment with Pfizer.

26 49. Ms. Li knowingly and intentionally acquired, disclosed and/or used
27 Pfizer’s confidential, proprietary, and trade-secret information, including
28 information about Pfizer’s COVID-19 vaccine and avelumab and elranatamab

1 monoclonal antibody medications, among other products and/or services intended
2 for use in interstate and/or foreign commerce, without the consent of Pfizer and by
3 improper means, including conduct in breach of the Confidentiality Agreement.
4 The types of documents that Ms. Li took are documents that Pfizer carefully
5 protected and that any reasonable business in the industry would carefully protect
6 from disclosure to a competitor. The information that Ms. Li misappropriated
7 derives independent economic value from not being generally known to, and not
8 readily ascertainable through proper means by, a competitor.

9 50. A digital forensics review of Ms. Li's digital activities, completed in
10 November 2021, confirmed that Ms. Li had transferred over 12,000 files, scores of
11 which are Pfizer confidential documents, from her Pfizer laptop to her personal
12 Google Drive account between the dates of October 23, 2021 and October 26,
13 2021. Ms. Li then downloaded those files onto a personal laptop and then copied
14 the files onto an external hard drive.

15 51. Ms. Li was or should have been aware at the time she accessed and/or
16 copied Pfizer's documents that those documents contained Pfizer's trade secrets.
17 Ms. Li took Pfizer's confidential, proprietary, and trade-secret information and
18 transferred Pfizer's documents onto her personal Google Drive account, personal
19 laptop, and external hard drive for no business purpose, and in violation of the
20 Confidentiality Agreement.

21 52. Having taken Pfizer's documents, Ms. Li was untruthful to Pfizer
22 about her actions and interfered with its investigation. Ms. Li refused to disclose
23 the identity of her employer, provided Pfizer with a decoy laptop, and apparently
24 deleted hundreds of files from her external hard drive before turning it over for
25 inspection. Ms. Li's conduct, combined with her apparent imminent plan to begin
26 working at Xencor, makes it highly likely that Ms. Li will disclose and/or use
27 Pfizer's confidential, proprietary, and trade-secret information.

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1 53. The wrongful acquisition, disclosure, and/or use of Pfizer’s
2 confidential, proprietary, and trade-secret information gives Ms. Li an unfair
3 benefit and wrongful advantage in the marketplace over Pfizer, the rightful owner
4 of Pfizer’s confidential, proprietary, and trade-secret information.

5 54. As a result of the aforementioned allegations, Ms. Li has wrongfully
6 misappropriated Pfizer’s confidential, proprietary, and trade-secret information and
7 threatens to use and/or disclose it to her benefit and to the detriment of Pfizer.

8 55. The aforementioned actions by Ms. Li in wrongfully converting and
9 misappropriating Pfizer’s confidential, proprietary, and trade-secret information
10 was intentional, knowing, willful, malicious, fraudulent and oppressive. The
11 actions of Ms. Li, as set forth herein, constitute actual and threatened
12 misappropriation under the DTSA, 18 U.S.C. § 1836, *et seq.*

13 56. As a direct and proximate result of Ms. Li’s actions, Pfizer has been
14 greatly damaged, has suffered irreparable harm, and will continue to suffer
15 irreparable harm.

16 57. If not directed by this Court to provide access to all relevant accounts
17 and devices and to refrain from using or disclosing Pfizer’s confidential
18 information and trade secrets as well as destroying relevant evidence, Ms. Li will
19 continue to benefit from the misappropriation of Pfizer’s confidential, proprietary,
20 and trade-secret information, causing Pfizer continued irreparable harm, damage
21 and injury

22 **SECOND CAUSE OF ACTION**
23 **Misappropriation of Trade Secrets under the CUTSA**

24 58. Pfizer repeats and realleges the allegations in the foregoing
25 paragraphs as if fully set forth herein.

26 59. This is a claim for violation of the CUTSA, Cal. Civ. Code § 3426, *et*
27 *seq.*, for the misappropriation of Pfizer’s confidential, proprietary, and trade-secret
28 information.

1 60. Pfizer owns the confidential, proprietary, and trade-secret information
2 misappropriated by Ms. Li. Furthermore, the confidential information and trade
3 secrets misappropriated by Ms. Li discloses Pfizer’s analyses of its vaccine and
4 drug programs, end-to-end recommendations based on its COVID-19 studies,
5 operational goals, clinical development strategies and timelines, key achievements,
6 and numerous other highly sensitive Pfizer information.

7 61. Ms. Li, by and through the Confidentiality Agreement signed pursuant
8 thereto, is subject to continuing confidentiality restrictions and has a duty to
9 maintain confidentiality and not to use for any of her own purposes, or other’s
10 purposes, the confidential, proprietary, and trade-secret information to which she
11 had access pursuant to her employment with Pfizer.

12 62. Ms. Li, knowingly and intentionally, acquired, disclosed and/or used
13 Pfizer’s confidential, proprietary, and trade-secret information, including
14 information about Pfizer’s COVID-19 vaccine and avelumab and elranatamab
15 monoclonal antibody medications, among other products and/or services, without
16 the consent of Pfizer and by improper means, including conduct in breach of the
17 Confidentiality Agreement. The types of documents that Ms. Li took are
18 documents that Pfizer carefully protected and that any reasonable business in the
19 industry would carefully protect from disclosure to a competitor. The information
20 that Ms. Li misappropriated derives independent economic value from not being
21 generally known to the public or a competitor.

22 63. A digital forensics review of Ms. Li’s digital activities, completed in
23 November 2021, confirmed that Ms. Li had transferred over 12,000 files, the vast
24 majority of which are Pfizer confidential documents, from her Pfizer laptop to her
25 personal Google Drive account between the dates of October 23, 2021 and October
26 26, 2021. Ms. Li then downloaded those files onto a personal laptop and then
27 copied the files onto an external hard drive.
28

1 64. Ms. Li was or should have been aware at the time she accessed and/or
2 copied Pfizer's documents that those documents contained Pfizer's trade secrets.
3 Ms. Li took Pfizer's confidential, proprietary, and trade-secret information and
4 transferred Pfizer's documents onto her personal Google Drive account for no
5 business purpose, and in violation of the Confidentiality Agreement.

6 65. Having taken Pfizer's documents, Ms. Li was untruthful to Pfizer
7 about her actions and interfered with its investigation. Ms. Li refused to disclose
8 the identity of her employer, provided Pfizer with a decoy laptop, and deleted
9 hundreds of files from her external hard drive before turning it over for inspection.
10 Ms. Li's conduct, combined with her apparent imminent plan to begin working at
11 Xencor, makes it highly likely that Ms. Li will disclose and/or use Pfizer's
12 confidential, proprietary, and trade-secret information.

13 66. The wrongful acquisition, disclosure, and/or use of Pfizer's
14 confidential, proprietary, and trade-secret information gives Ms. Li an unfair
15 benefit and wrongful advantage in the marketplace over Pfizer, the rightful owner
16 of Pfizer's confidential, proprietary, and trade-secret information.

17 67. As a result of the aforementioned allegations, Ms. Li has wrongfully
18 misappropriated Pfizer's confidential, proprietary, and trade-secret information and
19 threatens to use and/or disclose it to her benefit and to the detriment of Pfizer.

20 68. The aforementioned actions by Ms. Li in wrongfully converting and
21 misappropriating Pfizer's confidential, proprietary, and trade-secret information
22 was intentional, knowing, willful, malicious, fraudulent and oppressive. The
23 actions of Ms. Li, as set forth herein, constitute actual and threatened
24 misappropriation under the CUTSA, Cal. Civ. Code § 3426, *et seq.*

25 69. As a direct and proximate result of Ms. Li's actions, Pfizer has been
26 greatly damaged, has suffered irreparable harm, and will continue to suffer
27 irreparable harm.
28

1 70. If not directed by this Court to provide access to all relevant accounts
2 and devices and to refrain from using or disclosing Pfizer's confidential
3 information and trade secrets as well as destroying relevant evidence, Ms. Li will
4 continue to benefit from the misappropriation of Pfizer's confidential, proprietary,
5 and trade-secret information, causing Pfizer continued irreparable harm, damage
6 and injury.

7 **THIRD CAUSE OF ACTION**
8 **Breach of Contract under New York Law**

9 71. Pfizer repeats and realleges the allegations in the foregoing
10 paragraphs as if fully set forth herein.

11 72. Ms. Li knowingly and for valuable consideration, entered into the
12 Confidentiality Agreement with Pfizer.

13 73. The Confidentiality Agreement expressly: (a) precludes Ms. Li from
14 "disclos[ing] or us[ing]" any "secret or confidential information and/or trade
15 secrets" without Pfizer's written permission, other than in the course of her
16 employment with Pfizer; (b) requires that Ms. Li, "prior to accepting any new
17 employment," inform the new employer "of the existence of this Agreement and
18 provide a copy to such new employer to ensure that the new employer is aware of
19 [her] post-employment obligations"; and (c) requires Ms. Li to "return within 48
20 hours" of her termination "all Company property and material within [her]
21 possession, whether confidential or proprietary or that in any way relates to the
22 business of the Company or any of its subsidiaries or affiliates."

23 74. The terms of the Confidentiality Agreement are reasonable in scope
24 and duration, and are necessary to protect Pfizer's interest in its confidential,
25 proprietary, and trade-secret information, as well as other legitimate business
26 interests.

27 75. The Confidentiality Agreement is a lawful contract governed by New
28 York law, voluntarily and knowingly entered into by Ms. Li.

1 76. During the course of her employment, Ms. Li was able to obtain
2 confidential, proprietary, and trade-secret information about Pfizer, which was
3 covered by the terms of the Confidentiality Agreement.

4 77. Pfizer has performed all of its contractual obligations owed to Ms. Li
5 under the terms of the Confidentiality Agreement.

6 78. Ms. Li has unjustifiably and inexcusably breached, and continues to
7 breach, the Confidentiality Agreement by, *inter alia*: (a) using without Pfizer’s
8 written permission confidential, proprietary, and trade-secret information for
9 unauthorized purposes; (b) transferring without Pfizer’s written permission
10 confidential, proprietary, and trade-secret information, from Pfizer’s systems to
11 Ms. Li’s personal Google Drive account, laptop, and external hard drive for
12 unauthorized purposes; (c) failing to return Pfizer’s confidential, proprietary, and
13 trade-secret information; and (d) using Pfizer’s confidential, proprietary, and trade-
14 secret information without Pfizer’s permission.

15 79. Ms. Li acknowledged in her signed Confidentiality Agreement that
16 “any breach by me of my obligations under this agreement . . . would cause
17 irreparable harm to the Company, and that in the event of such breach the
18 Company shall have . . . the right to an injunction, specific performance and other
19 equitable relief to prevent violations of my obligations hereunder.”

20 80. As a result of Ms. Li’s breaches of the Confidentiality Agreement,
21 Pfizer has been irreparably injured and continues to face irreparable injury. Pfizer
22 is threatened with losing the value of its confidential, proprietary, and trade-secret
23 information, customer and business relationships, and goodwill.

24 **FOURTH CAUSE OF ACTION**
25 **Conversion under California Common Law**

26 81. Pfizer repeats and realleges the allegations in the foregoing
27 paragraphs as if fully set forth herein.
28

1 82. Ms. Li has received salary, benefits, and expenses to which she was
2 not entitled by virtue of her unlawful conduct described herein.

3 83. At all relevant times, Pfizer was and still is the rightful owner of the
4 at-issue confidential, proprietary, and trade-secret information related to Pfizer's
5 analyses of its vaccine and drug programs, end-to-end recommendations based on
6 its COVID-19 studies, operational goals, clinical development strategies and
7 timelines, key achievements, and numerous other highly sensitive Pfizer
8 information.

9 84. Ms. Li intentionally and improperly, in violation of the
10 Confidentiality Agreement, took Pfizer's documents containing confidential,
11 proprietary, and trade-secret information that exclusively belong to Pfizer.

12 85. Ms. Li was not authorized by Pfizer to retain, take or not return
13 Pfizer's confidential, proprietary, and trade-secret information, and she is required
14 to return all such information upon termination of her employment with Pfizer.
15 Ms. Li took Pfizer's documents with the intent to use and/or disclose such
16 confidential, proprietary, and trade-secret information in a manner adverse to
17 Pfizer's rights and interests. Ms. Li improperly transferred Pfizer's confidential,
18 proprietary, and trade-secret information from Pfizer's electronic systems to Ms.
19 Li's personal Google Drive account, laptop, and external hard drive thereby
20 depriving Pfizer of control over its property to this day.

21 86. By this conduct, and upon information and belief, Ms. Li has
22 unreasonably withheld and continues to unreasonably withhold Pfizer's property,
23 including confidential, proprietary, and trade-secret information, from Pfizer, in
24 defiance of Pfizer's rights and interests therein. As a result, Ms. Li has and
25 continues to misuse and seriously damage Pfizer's property, including confidential,
26 proprietary, and trade-secret information. Ms. Li's misconduct in this regard
27 remains ongoing, and continues to harm Pfizer.
28

1 87. As a direct and proximate result of Ms. Li's conversion of Pfizer's
2 confidential, proprietary, and trade-secret information, Pfizer has been damaged
3 and has suffered irreparable harm, and continues to suffer significant irreparable
4 harm by, *inter alia*, damaging the secrecy and exclusivity of Pfizer's confidential,
5 proprietary, and trade-secret information.

6 **FIFTH CAUSE OF ACTION**
7 **Trespass to Chattels under California Common Law**

8 88. Pfizer repeats and realleges the allegations in the foregoing
9 paragraphs as if fully set forth herein.

10 89. At all relevant times, Pfizer was and still is the rightful owner of the
11 at-issue confidential, proprietary, and trade-secret information related to Pfizer's
12 analyses of its vaccine and drug programs, end-to-end recommendations based on
13 its COVID-19 studies, operational goals, clinical development strategies and
14 timelines, key achievements, and numerous other highly sensitive Pfizer
15 information.

16 90. Ms. Li intentionally and improperly, in violation of the
17 Confidentiality Agreement, took Pfizer's documents containing confidential,
18 proprietary, and trade-secret information that exclusively belong to Pfizer.

19 91. Through these acts, which Ms. Li has performed without written
20 permission, authorization, justification, or consent, Ms. Li has interfered with
21 Pfizer's possession of confidential, proprietary, and trade-secret information that
22 exclusively belongs to Pfizer.

23 92. As a direct and proximate result of Ms. Li's wrongful actions, Pfizer
24 has been damaged and has suffered irreparable harm, and continues to suffer
25 significant irreparable harm by, *inter alia*, damaging the secrecy and exclusivity of
26 Pfizer's confidential, proprietary, and trade-secret information.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Pfizer respectfully requests that this Court:

1 A. Enjoin Ms. Li from further using, disclosing, or transmitting Pfizer’s
2 confidential information or trade secrets;

3 B. Enjoin Ms. Li from destroying, manipulating, or otherwise altering
4 any of Pfizer’s confidential information and trade secrets in her possession,
5 including any electronic information such as metadata that shows last access-date
6 and creation date;

7 C. Directs Ms. Li to provide Pfizer’s outside counsel with attorneys-
8 eyes-only access to (i) her personal Google Drive account(s), (ii) any and all
9 computing devices in her possession, custody, and control, and (iii) to any other
10 account or device on which she may have stored Pfizer’s confidential information
11 or trade secrets, as well as to return any hard copy documents containing Pfizer’s
12 confidential information or trade secrets;

13 D. Award Pfizer reasonable attorneys’ fees, costs, expert fees, expenses
14 and all other sums expended by Pfizer in connection with the prosecution of this
15 Action; and

16 E. Order any such other and further relief as the Court may deem just
17 and proper.
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1 November 23, 2021

Respectfully submitted,

2

s/ Ashok Ramani

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Ashok Ramani (SBN 200020)

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