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County of Santa Clara  
16CV299476  
Reviewed By:Rowena Walker

6 *Attorneys for Plaintiff* PALANTIR TECHNOLOGIES INC.

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SANTA CLARA**

10 **UNLIMITED JURISDICTION**

11 **16CV299476**

12 PALANTIR TECHNOLOGIES INC., a )  
Delaware corporation, )  
13 *Plaintiff,* )

14 v. )

15 MARC L. ABRAMOWITZ, in his individual )  
capacity and as trustee of the MARC )  
16 ABRAMOWITZ CHARITABLE TRUST NO. )  
17 2, KT4 PARTNERS LLC, a Delaware limited )  
liability company, and DOES 1 through 50, )  
18 inclusive, )

19 *Defendants.* )

Case No. )  
) **COMPLAINT FOR:**  
) (1) Breach of Contract  
) (2) Breach of the Implied Covenant of Good  
) Faith and Fair Dealing  
) (3) Violation of Cal. Civ. Code § 3426 et seq.  
) (4) Declaratory Relief  
) (5) Violation of California’s Unfair  
) Competition Law, Cal. Bus. & Prof. Code §  
) 17200 et seq.

20 **JURY TRIAL DEMAND**

Complaint Filed: September 1, 2016  
Trial Date: Not set

1 Plaintiff Palantir Technologies Inc. (“Palantir”) sues defendants Marc L. Abramowitz  
2 (“Abramowitz”), both in his individual capacity and as trustee of the Marc Abramowitz  
3 Charitable Trust No. 2 (the “Trust”), KT4 Partners LLC (“KT4”), and Does 1 through 50  
4 (collectively with Abramowitz, KT4, and the Trust, “Defendants”) as follows:

5 **NATURE OF THE ACTION**

6 1. This is an action to stop Defendants from misappropriating Palantir’s confidential  
7 information and proprietary trade secrets for their own benefit and to prevent them from receiving  
8 any additional confidential or proprietary information from Palantir pursuant to their Investors’  
9 Rights Agreement.

10 2. Abramowitz was a respected confidant and advisor to Palantir and its senior  
11 executives until he betrayed the trust they bestowed upon him for his own personal gain. He was,  
12 through KT4 and other entities, an early equity investor in Palantir who personally engaged in  
13 regular discussions with executives about some of the company’s most sensitive business  
14 strategies and trade secrets. Those discussions were highly confidential, as was made clear by  
15 express written agreements among the parties at the time and a course of dealing based on the  
16 most basic principles of fairness and honesty between a trusted shareholder and advisor and  
17 management.

18 3. Nonetheless, as part of brazen scheme to claim Palantir’s own highly confidential  
19 information and trade secrets as his own, Abramowitz stole those secrets, engaged in methodical  
20 deception of Palantir’s senior executives, and made false claims to the United States Patent and  
21 Trademark Office. Abramowitz’s claim to be a patent innovator is directly contradicted by the  
22 facts surrounding his professional career.

23 4. To start, Abramowitz has no notable history as an inventor or patent innovator in  
24 the data analysis area. He has made most of his career and fortune in real estate and buyout  
25 investing. Yet, beginning in 2014, Abramowitz suddenly filed three patents, all of them based on  
26 ideas and trade secrets he stole from Palantir. This was plainly illegal and highly unethical  
27 conduct, and it was a betrayal of his trusted relationship with Palantir and its executives.





1 commercial, and non-profit institutions in the world to solve problems the company's founders  
2 had not even dreamed of back in 2004.

3 14. In particular, at its founding Palantir set out to create products that would  
4 transform the way organizations use perhaps their most important asset in today's business world:  
5 data. Palantir's mission has been and remains to develop flexible tools and services to provide  
6 human-driven analysis of real-world data, with a focus on creating the world's best user  
7 experience for working with data. To achieve this, Palantir builds platforms for integrating,  
8 managing, and securing data, on top of which it layers applications for fully interactive, human-  
9 driven, machine-assisted analysis. This means that Palantir develops programs and provides  
10 services that allow businesses and government to run their businesses in a way that corresponds  
11 with the reality of their marketplace and consumers.

12 15. Businesses and government use Palantir's software to interpret and visualize large  
13 quantities of information from various sources. For example, businesses use Palantir's software  
14 to analyze their internal and market data to better understand consumer trends, and government  
15 agencies use Palantir's software to analyze intelligence data to better understand emerging  
16 threats.

17 16. Palantir's success is due in part to its early recognition that many organizations are  
18 traditionally unable to leverage insights from their internal data because the data is held in  
19 separate silos that are often disconnected and have different access, security controls, and privacy  
20 requirements. When information is siloed—that is, when important information is stored in  
21 containerized, unrelated units—businesses and government cannot fully realize the potential of  
22 that data. Palantir provides software solutions that avoid this problem, allowing users to run their  
23 businesses consistent with the actual environment in which they operate. Thus, Palantir's  
24 products are used to fuse and analyze customer data across platforms and sources and enable  
25 secure collaboration among analysts, while protecting data privacy and security.

26 17. As is expected in this type of work, Palantir is also heavily involved in research  
27 and development. Palantir spends millions of dollars each year to expand its business and seek  
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1 out new opportunities—and to stay ahead of the curve and atop the industry. This research and  
2 development investment involves both creating new software, technologies and processes as well  
3 as adapting existing products and technologies to new applications and uses.

#### 4 **Abramowitz’s Relationship with Palantir**

5 18. Initial funding for Palantir came from a variety of sources, including the  
6 company’s founders who remain with Palantir today as shareholders of common shares of  
7 Palantir stock. Abramowitz, through KT4 and other entities he controls, was an early investor in  
8 Palantir, first investing in the company in 2005.

9 19. Through the years, Abramowitz was involved with the business of Palantir.  
10 Rather than acting as a passive investor, he became a regular fixture at Palantir. He established  
11 relationships with the company’s founders, officers, and employees. As a result, he was viewed  
12 as a trusted figure by the company, including its several founders and senior employees.  
13 Abramowitz fostered these relationships of confidence and held himself out as a friend of Palantir  
14 whose interests were completely aligned with the company. He made clear that he could be  
15 trusted to keep confidences and act in the company’s best interests.

16 20. Indeed, Abramowitz spent so much time at Palantir that in 2014 he asked for an  
17 office. Between 2010 and 2015, Abramowitz visited Palantir offices over thirty times. When  
18 Abramowitz had questions about Palantir’s business, including financial information, that were  
19 relevant to his status as a shareholder and trusted advisor to the company, he was provided with  
20 the information.

21 21. In this context, Abramowitz often inquired about specific Palantir projects. On  
22 several occasions, Palantir provided information to Abramowitz about concepts for new  
23 technology and/or new use cases for existing technology that Palantir had spent significant time  
24 and resources researching, developing and testing. Palantir always provided any information to  
25 Abramowitz with the express and reasonable expectation that Abramowitz would maintain its  
26 confidentiality and would never pass Palantir’s ideas off as his own or use the information to  
27 Palantir’s detriment without Palantir’s knowledge or permission.  
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1           27.   The first occasion of which Palantir is aware involves a Palantir idea concerning  
2 clinical trials of drugs. Palantir had been working hard since 2011 on the best way to enter the  
3 clinical trial space, including using Palantir’s technology and data analytics services to improve  
4 the conduct of clinical trials of prescription drugs by pharmaceutical companies and academic  
5 institutions.

6           28.   Palantir’s work in the field of clinical trials has been extensive, and the processes  
7 and systems developed through that work were important company trade secrets. As part of its  
8 research and development work, Palantir employees created white papers and presentations  
9 describing the ideas and projects they were working on. Palantir also signed on customers to help  
10 drive the project from the research side into the market.

11          29.   Abramowitz learned from Palantir about Palantir’s work in the area of clinical  
12 trials and, in February 2014, sought to broker a deal between Palantir and a customer to take  
13 something to market. Through his conversations with Palantir on the subject and the confidential  
14 access Palantir granted him to documents describing Palantir’s research and development work,  
15 Abramowitz learned the details of the work Palantir had been doing in the area for years.  
16 Abramowitz misappropriated Palantir’s inventions in this space and has attempted to patent them  
17 as his own.

18          30.   On October 29, 2014, without Palantir’s knowledge or consent, Abramowitz filed  
19 Provisional Application No. 62/072,368 with the United States Patent and Trademark Office  
20 (“USPTO”) seeking to patent the idea developed by Palantir and explained to Abramowitz in  
21 confidence. The application falsely identifies Abramowitz as the inventor, includes no mention  
22 of Palantir at all, and fails to list a single Palantir employee as an inventor.

23          31.   In the second occurrence where Palantir knows Abramowitz abused his position of  
24 trust to further his scheme, Abramowitz participated in discussions about an idea for using  
25 Palantir’s cyber security technology to improve the ability of insurance companies to provide  
26 insurance to retailers and other institutions against the potential harm caused by data breaches and  
27 other cybercrimes.

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1           32.     In June 2014, a Palantir executive disclosed to Abramowitz during a conversation  
2 that Palantir was working on opportunities in the insurance industry. When Abramowitz  
3 expressed interest in the concept and requested additional information, the Palantir executive  
4 arranged for Abramowitz to speak with another Palantir executive, who sent Abramowitz some  
5 information on the idea via email and invited Abramowitz to meet with him at Palantir’s offices  
6 to discuss the idea. During his June 2014 meeting with Abramowitz, the second Palantir  
7 executive described two related concepts that Palantir had developed relating to cyber security  
8 insurance and the use of customer consortia to improve cyber security, as well as the Palantir  
9 technology that could be used to implement them.

10           33.     When Abramowitz next met with Palantir on the subject, he indicated he was  
11 interested in setting up a Palantir subsidiary that he would run to perform the insurance-related  
12 function Palantir had revealed to him, further confirming that his participation in the discussions  
13 were solely for the benefit and interest of Palantir. Palantir did not pursue Abramowitz’s  
14 suggestion.

15           34.     Without Palantir’s knowledge, on October 21, 2014, Abramowitz filed Provisional  
16 Application No. 62/066,716 at the USPTO attempting to patent the ideas he learned about in  
17 confidence through his conversations with Palantir executives and claiming to be the invention’s  
18 sole owner and inventor. To read Abramowitz’s application, one would never suspect Palantir  
19 had anything to do with the idea at all, as Abramowitz fails to mention Palantir and does not  
20 include a single Palantir employee as an inventor.

21           35.     However, presumably unbeknownst to Abramowitz, Palantir had already filed its  
22 own patent application on the invention in February 2014, months before Abramowitz learned of  
23 the idea from Palantir. That application resulted in United States Patent No. 9009827 (the “827  
24 Patent”), owned by Palantir and invented by Palantir employees. The similarities between  
25 Palantir’s valid patent and Abramowitz’s application are stunning. Even a cursory reading of the  
26 abstract of the '827 Patent issued to Palantir and the application filed by Abramowitz reveals that  
27 they are the same invention—one which Abramowitz misappropriated from Palantir.

1           36. Abramowitz’s scheme is clearly revealed through his filing of two patent  
2 applications within ten days of one another seeking to secure sole inventorship over ideas he  
3 learned from Palantir in confidence. Abramowitz continued his concerted scheme to  
4 misappropriate Palantir’s ideas in at least one more, third area. After discussions with Palantir  
5 employees concerning Palantir’s work on adapting its data analysis technology for use in oil and  
6 gas exploration, Abramowitz filed Provisional Application No. 62/094,888 with the USPTO,  
7 seeking to patent as sole owner and inventor the ideas he learned from Palantir concerning  
8 Palantir’s work in this area. As with his other applications described above, Abramowitz filed the  
9 application without Palantir’s knowledge or consent and failed to credit Palantir or its employees  
10 in any way.

11           37. Through his months-long scheme, Abramowitz intentionally abused his status as a  
12 trusted investor at Palantir in an attempt to profit at Palantir’s expense by taking multiple ideas  
13 from Palantir and attempting to patent them as his own. Although, on information and belief,  
14 Abramowitz does not have the resources, technology, or experience to market the ideas  
15 effectively, he could attempt to use the patent applications or any issued patents to hold Palantir  
16 hostage in exchange for royalties. Abramowitz’s actions are causing Palantir irreparable harm,  
17 and Palantir is therefore separately seeking to have Abramowitz’s patent applications denied by  
18 the USPTO.

19           38. The patent applications are not the only indication that Abramowitz has  
20 misappropriated information and access to attempt to profit at Palantir’s expense. Palantir’s  
21 company name is inspired by the “seeing stones” referenced in The Lord of the Rings. Without  
22 Palantir’s knowledge, Abramowitz filed for a trademark on the mark “Shire,” which is also  
23 referenced in The Lord of the Rings as the place where one of the main characters lives. It is  
24 clear that Abramowitz has filed this trademark application in an attempt to further improperly  
25 associate himself with what he views as the Palantir brand.

26           39. Furthermore, Abramowitz has filed this trademark application with an intent to use  
27 the mark in connection with “underwriting and administration of cyber liability insurance;  
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1 underwriting and administration of cyber security insurance; insurance brokerage in the field of  
2 cyber liability and cyber security insurance.” He has claimed he intends to use the mark for the  
3 aforementioned goods and services despite knowing that the aforementioned goods and services  
4 are services offered by, or intended to be offered by, Palantir, from whom he misappropriated  
5 confidential and proprietary ideas and information in these areas.

6 **Abramowitz Demands Information Under the Investors’ Rights Agreement**

7 40. In furtherance of his scheme, on August 16, 2016, KT4, through counsel at  
8 Williams & Connolly LLP, sent Palantir a letter (the “Demand Letter”) demanding information  
9 pursuant to the Investors’ Rights Agreement (as amended most recently on September 1, 2016,  
10 the “IRA”). Under the February 15, 2008 version of the IRA (the “February IRA”) invoked by  
11 Abramowitz in his letter, and the July 8, 2015 version in effect at the time Abramowitz sent his  
12 letter (the “July IRA”), the agreement granted certain rights to receive information from Palantir  
13 to anyone who was a “Major Investor” in Palantir, defined in Section 2.1 of the IRA as any  
14 investor that holds “at least 5,000,000 shares of” certain types of Palantir stock.

15 41. In the Demand Letter, KT4 purports to be a Major Investor of Palantir and  
16 demands that Palantir produce documents and provide information to its counsel pursuant to  
17 Sections 2.1 and 2.2 of the February IRA. Neither IRA, however, provides any right for counsel  
18 or anyone other than a Major Investor to receive the information.

19 **Palantir Scrupulously Protects Its Confidential Information and Trade Secrets**

20 42. Palantir undertakes significant efforts to protect the confidentiality and security of  
21 its trade secrets, property (including physical locations, intellectual property, and network  
22 security), as well as sensitive and confidential business and financial information. This  
23 confidential information is not generally known to the public and provides actual and potential  
24 economic value to Palantir from not being generally known to the public or to Palantir’s  
25 competitors.

26 43. Palantir employs both technical and physical safety measures to maintain the  
27 security of its property and confidential information. Among other things, Palantir restricts  
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1 employees' access to sensitive internal information such that individual employees can only  
2 access such data after obtaining appropriate authorization and only to the extent necessary to  
3 perform their jobs. Additionally, Palantir employs a multitude of technical security measures to  
4 protect its systems and networks, including, among other methods: intrusion detection systems,  
5 network monitoring tools, anti-malware software, network firewalls, and whole disk encryption  
6 of employee computers, among other measures. Palantir's network and security systems are also  
7 continually monitored for potential security risks. To secure access to information and data no  
8 matter where employees are, Palantir uses and requires complex password requirements and two-  
9 factor authentication for access to its hardware and its network.

10 44. In addition to data and network security, physical access to Palantir's facilities is  
11 also highly restricted. Palantir employees must use electronic badges to access Palantir facilities.  
12 Access to certain sensitive areas of Palantir's facilities is further restricted to a small subset of  
13 Palantir employees with a specific need for access (including, for example, Palantir facilities  
14 containing network servers and security equipment, among others). Visitors must be invited to  
15 Palantir facilities, must sign in and wear a visitor badge and are escorted at all times. In addition,  
16 certain areas of Palantir's facilities are off limits to visitors, and Palantir deploys security guards  
17 to protect its facilities.

18 45. Palantir also implements numerous measures and policies to ensure that its  
19 employees safeguard the confidentiality and security of its trade secrets and sensitive and  
20 confidential business information. As part of the hiring process, Palantir requires pre-  
21 employment background checks for all new employees and also requires legal training for new  
22 hires, covering confidentiality, information and data security, and compliance.

23 **Palantir and Major Investors Amend the IRA to Protect Palantir, its Employees, and**  
24 **Shareholders from Malicious Actors**

25 46. Having discovered Abramowitz's actions described above betraying Palantir's  
26 trust and misappropriating its trade secrets—and fearing more such betrayals and breaches of  
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1 confidence that remain undiscovered—Palantir could no longer trust Abramowitz with its  
2 confidential information, including the information demanded by KT4 in the Demand Letter.

3 47. To protect Palantir—as well as its employees, former employees, investors, and  
4 other shareholders—from the malicious acts of Defendants, on September 1, 2016, Palantir and a  
5 group of its Major Investors holding a majority of the Registrable Securities held by Major  
6 Investors invoked their rights under Section 3.7 of the July IRA to amend the agreement (the  
7 “Amendment”). Even assuming KT4 was a Major Investor with rights under Sections 2.1 and 2.2  
8 of the July IRA, which Palantir does not concede, KT4 has no such rights under the current IRA,  
9 and the Amendment is expressly retroactive in its effect, as permitted by Section 3.7.

10 48. Palantir did not take this action lightly, but after receiving the Demand Letter and  
11 noting the nefarious activities of Defendants through their access as investors, Palantir determined  
12 that it was necessary to act to protect itself and others from the harmful actions of Defendants.  
13 Palantir regularly and frequently works with investors, upon request, to provide relevant  
14 information corresponding to their status as a shareholder, subject to confidentiality obligations.  
15 As it has done in responding to Abramowitz’s reasonable questions in the past, Palantir stands  
16 ready to do the same with KT4 upon a showing that such requests are being made in good faith  
17 and with no improper purpose.

### 18 **Harm to Palantir**

19 49. As a result of Defendants’ actions, Palantir has been and will continue to be  
20 injured in an amount to be established according to proof.

21 50. As a result of Abramowitz’s unauthorized copying, theft, and misappropriation of  
22 Palantir’s confidential and proprietary information and trade secrets as well as his co-opting of  
23 Palantir’s work developing technology and ideas and subsequently passing them off as his own,  
24 Palantir has been and will continue to be injured absent equitable relief.

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract – Against All Defendants)**

3 51. Palantir hereby realleges, as if set forth fully herein, the allegations of paragraphs 1  
4 through 50.

5 52. Defendants’ contracts with Palantir, including, *inter alia*, the Transfer Agreements  
6 and the July 2014 NDA (the “Confidentiality Contracts”), imposed a contractual obligation on  
7 Defendants to maintain the confidentiality of information learned or accessed as a result of  
8 Defendants’ investments in Palantir, Abramowitz’s visits to Palantir’s offices, and his discussions  
9 with Palantir employees.

10 53. The Transfer Agreements, signed by Abramowitz on behalf of the Trust, is a valid  
11 contract and all conditions precedent to its enforcement have been performed by Palantir.

12 54. The July 2014 NDA, signed by Abramowitz, is a valid contract and all conditions  
13 precedent to its enforcement have been performed by Palantir.

14 55. Under the Confidentiality Contracts, Defendants agreed to hold in strictest  
15 confidence, and not to use, except for the benefit of the Company, any information they obtain or  
16 access as investors or during visits or discussions.

17 56. Defendants breached the Confidentiality Agreements when Abramowitz used the  
18 information and ideas he learned from Palantir employees to file patent applications listing  
19 himself as sole inventor of Palantir’s ideas that he learned in confidence, as well as a trademark  
20 application on “Shire.”

21 57. As a direct and proximate result of Defendants’ wrongful conduct, Palantir has  
22 been harmed and is being forced to take expensive steps to reduce and mitigate that harm,  
23 including opposing Abramowitz’s patent and trademark applications.

24 58. In addition to equitable relief, Palantir demands monetary damages, fees and costs,  
25 where allowed.

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1 **SECOND CAUSE OF ACTION**

2 **(Breach of the Implied Covenant of Good Faith and Fair Dealing– Against All Defendants)**

3 59. Plaintiff repeats and realleges paragraphs 1 through 58 above as though fully set  
4 forth herein.

5 60. California law implies a covenant of good faith and fair dealing in all contracts.

6 61. The Transfer Agreements, signed by Abramowitz on behalf of the Trust, is a valid  
7 contract and all conditions precedent to its enforcement have been performed by Palantir.

8 62. The July 2014 NDA, signed by Abramowitz, is a valid contract and all conditions  
9 precedent to its enforcement have been performed by Palantir.

10 63. Defendants have unfairly interfered with Plaintiff’s right to receive the benefit of  
11 the Transfer Agreements and July 2014 NDA by, among other things, misappropriating and using  
12 Plaintiff’s proprietary, confidential, and trade secret information and falsely claiming to have  
13 invented Palantir’s inventions.

14 64. Defendants have breached and violated its implied covenant of good faith and fair  
15 dealing.

16 65. As a result of that breach by Defendants, Plaintiff has suffered monetary damages  
17 in an amount to be quantified at trial.

18 **THIRD CAUSE OF ACTION**

19 **(Violation of Cal. Civ. Code § 3426 et seq. – Against Abramowitz)**

20 66. Palantir hereby realleges, as if set forth fully herein, the allegations of paragraphs 1  
21 through 65.

22 67. Palantir’s confidential and proprietary information pertaining to its projects,  
23 including those concerning use of data analysis in the cyber security insurance, clinical trial and  
24 natural resources exploration contexts, constitute protectable trade secrets as set forth in  
25 California Civil Code § 3426.1(d).

26 68. Palantir’s confidential and proprietary information derives independent economic  
27 value, actual or potential, from not being generally known to the public or to other persons who  
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1 can obtain economic value from their disclosure or use as set forth in California Civil Code  
2 § 3426.1(d)(1).

3 69. Palantir's confidential and proprietary information is the subject of efforts that are  
4 reasonable under the circumstances to maintain their secrecy as set forth in California Civil Code  
5 § 3426.1(d)(2).

6 70. Palantir did not consent to the use of any of its trade secrets by anyone other than  
7 authorized employees using them for Palantir's business purposes.

8 71. Abramowitz willfully and intentionally misappropriated Palantir's trade secrets  
9 when, *inter alia*, he filed patent and trademark applications claiming inventorship and ownership  
10 of Palantir's ideas. Palantir is informed and believes that Abramowitz has used Palantir's trade  
11 secret, confidential and/or proprietary information to develop a competing business or in  
12 furtherance of that goal.

13 72. Palantir is entitled to an injunction of both actual and threatened misappropriation  
14 as set forth in California Civil Code § 3426.2(a).

15 73. Palantir also requests that the court take affirmative acts to protect Palantir's trade  
16 secrets, as set forth in California Civil Code § 3426.2(c), including ordering an inspection of  
17 Abramowitz's personal computer(s), USB drives, email accounts, cloud storage accounts and  
18 other sources and equipment by a forensics expert to determine whether Palantir's trade secrets  
19 were wrongfully taken and/or disseminated to others, and to ensure that no trade secrets  
20 belonging to Palantir remain saved on those systems; and issue a writ of possession, a preliminary  
21 injunction, and a permanent injunction ordering the return of Palantir's confidential information  
22 and prohibiting Abramowitz from continuing his unlawful actions.

23 74. In addition to equitable relief, Palantir demands monetary damages, fees and costs,  
24 where allowed.

25 75. Abramowitz's conduct as alleged herein was willful, malicious and wanton, and  
26 undertaken for the purpose of injuring or causing injury to Palantir. Palantir seeks exemplary and  
27 punitive damages against Abramowitz.  
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1 **FOURTH CAUSE OF ACTION**

2 **(Declaratory Relief – Against All Defendants)**

3 76. Palantir hereby realleges, as if set forth fully herein, the allegations of paragraphs 1  
4 through 75.

5 77. There presently exists a real and actual controversy between Palantir and KT4  
6 regarding whether KT4 is entitled under the IRA to the information sought through the Demand  
7 Letter.

8 78. KT4 maintains that it is entitled to information under Sections 2.1 and 2.2 of the  
9 IRA, and Palantir maintains that KT4 is not a “Major Investor” under the IRA, and therefore has  
10 no such right.

11 79. Defendants have acted with unclean hands by, among other things,  
12 misappropriated Palantir’s trade secrets.

13 80. A declaratory judgment is necessary and appropriate at this time to resolve the  
14 controversy between the parties. Palantir therefore specifically requests a judgment declaring that  
15 KT4 has no right to any information pursuant to Sections 2.1 or 2.2 of the IRA.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California’s Unfair Competition Law,**

18 **Cal. Bus. & Prof. Code Section 17200 *et seq.* – Against All Defendants)**

19 81. Plaintiff Palantir repeats and realleges paragraphs 1 through 80 above as though  
20 fully set forth herein.

21 82. Defendants have engaged in (and continues to engage in) the unlawful, fraudulent,  
22 and unfair business acts and practices described throughout this Complaint in violation of  
23 California’s Unfair Competition Law (the “UCL”), California Business and Professions Code,  
24 Section 17200, *et seq.*

25 83. Defendants’ business acts and practices were unlawful under the UCL because  
26 they resulted in the violations of state common law described herein, including breach of contract  
27 and breach of the implied covenant of good faith and fair dealing.  
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- 1           d.       moving or transferring outside the United States Palantir's property,  
2 emails, documents or materials that are relevant or potentially relevant to this action;
- 3           3.       For an Order requiring that Palantir's confidential, proprietary and trade secret  
4 information be returned to Palantir;
- 5           4.       For an Order requiring all Defendants to divulge the identity of the individuals,  
6 groups and companies to whom they have disclosed Palantir's confidential, proprietary and trade  
7 secret information;
- 8           5.       For an Order requiring all Defendants to account for and pay to Palantir all ill-  
9 gotten gains, profits, and savings obtained or derived from their improper conduct;
- 10          6.       For damages to be proven at trial;
- 11          7.       For an Order awarding Palantir punitive damages in a sum to be determined at  
12 trial, on the basis of Defendants' willful and deliberate tortious conduct;
- 13          8.       For restitution and disgorgement of all ill-gotten gains unjustly obtained and  
14 retained by Defendants through the acts complained of herein;
- 15          9.       For prejudgment interest;
- 16          10.       For an Order awarding Palantir its attorney's fees and all costs of suit incurred  
17 herein; and
- 18          11.       For such other and further relief as the Court deems just and proper.
- 19  
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21 Dated: September 1, 2016

BOIES, SCHILLER & FLEXNER LLP

22  
23  
24 By: 

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

Dated: September 1, 2016

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