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7 Counsel for Plaintiffs  
ANHEUSER-BUSCH COMPANIES, LLC and  
8 ANHEUSER-BUSCH, LLC

9  
10 **UNITED STATES DISTRICT COURT**  
11 **EASTERN DISTRICT OF CALIFORNIA**

12 ANHEUSER-BUSCH COMPANIES, LLC, a  
13 Delaware limited liability company, and  
14 ANHEUSER-BUSCH, LLC, a Missouri  
limited liability company,

15 Plaintiffs,

16 v.

17 JAMES ALAN CLARK, an individual,

18 Defendant.

Case No.

**COMPLAINT FOR;**

1. **BREACH OF CONTRACT**
2. **MISAPPROPRIATION OF TRADE SECRETS**
3. **RETURN OF PERSONAL PROPERTY**

**DEMAND FOR JURY TRIAL**

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101 CALIFORNIA STREET, SUITE 2300  
SAN FRANCISCO, CALIFORNIA 94111

1 Plaintiffs Anheuser-Busch Companies, LLC and Anheuser-Busch, LLC (hereinafter referred  
2 to collectively as “Anheuser-Busch” or the “Company”), by and through its undersigned attorneys,  
3 allege, upon knowledge as to their own acts and otherwise upon information and belief, as  
4 follows:

5 **OVERVIEW**

6 1. This action for breach of contract, misappropriation of trade secrets, and return of  
7 personal property, seeks to redress the misappropriation of Anheuser-Busch’s confidential,  
8 proprietary, and/or trade secret information by a former employee, James Alan Clark (“Clark” or  
9 “Defendant”).

10 2. Defendant Clark is a former employee of Anheuser-Busch, having been employed  
11 from or about November 2, 1998 until June 9, 2012. During these time periods, Clark worked in  
12 several Anheuser-Busch facilities, including but not limited to, breweries in (1) Columbus, Ohio;  
13 (2) Van Nuys, California; (3) Fort Collins, Colorado; (4) Fairfield, California; and (5) St. Louis,  
14 Missouri. Clark had access to Anheuser-Busch’s confidential, proprietary, and/or trade secret  
15 information and documents.

16 3. In addition to his duty of loyalty to his employer, Anheuser-Busch, Clark signed an  
17 “Employee Agreement As To Intellectual Property and Confidentiality” (“Confidentiality  
18 Agreement”) on two separate occasions. True and correct copies of the Confidentiality  
19 Agreements are attached hereto as Exhibits A and B, respectively. Clause Number 6 of these  
20 Confidentiality Agreements (the same except for different dates of execution) prohibited Clark  
21 from removing confidential information from the premises of the Company except for Company  
22 business, and required Clark to return all confidential material to Anheuser-Busch upon the  
23 termination of his employment.

24 4. Clause Number 7 of the Confidentiality Agreements also prohibited Clark, at any  
25 time during or after his employment at Anheuser-Busch, from using any confidential information  
26 for his own benefit or disclosing any confidential information to anyone outside the Company.  
27 Clause Numbers 1(b) and 1(e) of the Confidentiality Agreements defined confidential information  
28 and trade secrets. Clause Number 7 of the Confidentiality Agreements also required Clark, upon

1 request for a period of three years following the termination of his employment with the  
2 Company, to certify under oath in writing that he had not disclosed or used in any way any  
3 confidential information. There can be no confusion on Clark's part regarding the clear meaning  
4 of these provisions, particularly because Clark now is an attorney licensed to practice law in the  
5 State of California.

6 5. On information and belief, Clark began preparing to leave the Company in 2012.  
7 Upon information and belief, up until the date of his departure from Anheuser-Busch on or about  
8 June 9, 2012, and continuing thereafter, Clark engaged in a series of acts designed to  
9 misappropriate Anheuser-Busch's confidential, proprietary, and/or trade secret information. Upon  
10 information and belief, Clark improperly obtained, used, transferred, and/or otherwise  
11 disseminated confidential, proprietary, and/or trade secret information owned by Anheuser-Busch  
12 in violation of his obligations and without Anheuser-Busch's consent. Clark did not return any  
13 such information to Anheuser-Busch upon his termination, as he was required to do under the  
14 terms of his Confidentiality Agreements.

15 6. On February 8, 2013, Anheuser-Busch invoked the certification provision of  
16 Clark's Confidentiality Agreements, and requested that Clark provide a written certification under  
17 oath that he had not used or disclosed, in any way, any confidential, proprietary, and/or trade  
18 secret information learned or obtained during his employment. Clark has refused to provide the  
19 written certification under oath to Anheuser-Busch. Instead, Clark has only denied, in a February  
20 19, 2013 letter from his lawyer (not under oath), that he has provided any Anheuser-Busch  
21 *competitor, vendor or supplier* with any Anheuser-Busch trade secret or confidential information  
22 *since the end of his employment with the Company*. No written certification under oath, as  
23 required by Clause 7 of the Confidentiality Agreements, has been provided to the Company stating  
24 that Clark has not disclosed or used, in any way, any Company confidential information.

25 7. While Anheuser-Busch respects the rights of its employees to resign from the  
26 Company and/or seek alternative sources of employment, it cannot abide the misappropriation or  
27 other improper use of its confidential, proprietary, and/or trade secret information. Anheuser-  
28 Busch, to protect its confidential, proprietary, and/or trade secret information, has no choice but to

1 file this complaint and seek (1) preliminary and final injunctive relief against Clark to prevent any  
2 further improper disclosure or use of Anheuser-Busch confidential, proprietary, and/or trade secret  
3 information; (2) preliminary and final injunctive relief against him requiring he disclose (a) the  
4 names of all persons and or entities to whom he made improper disclosures or use of confidential  
5 information (either during or after the termination of his employment at the Company), (b) the  
6 dates and locations of any such disclosures, (c) a description of the confidential, proprietary,  
7 and/or trade secret information disclosed, (d) any communications regarding or relating to such  
8 disclosures, and (e) similar disclosures as to any improper use of such confidential information by  
9 Clark; (3) return of any documents or information that contain Anheuser-Busch confidential,  
10 proprietary, and/or trade secrets information that remain in Clark's possession or in his custody or  
11 control; (4) compensatory damages for the harm proximately caused by Clark's breach of the  
12 Confidentiality Agreements; and (5) punitive damages to punish and deter Clark's breach of the  
13 Confidentiality Agreements.

14 **JURISDICTION AND VENUE**

15 8. Subject matter jurisdiction exists in this Court under 18 U.S.C. § 1332. Plaintiff  
16 Anheuser-Busch, LLC is a limited liability company organized under the laws of the State of  
17 Missouri, and Plaintiff Anheuser-Busch Companies, LLC is its sole member. Plaintiff Anheuser-  
18 Busch Companies, LLC is a limited liability company organized under the laws of the State of  
19 Delaware. Anheuser-Busch Companies, LLC's sole member, Anheuser-Busch InBev Worldwide  
20 Inc., is a Delaware corporation with its principal place of business in St. Louis, Missouri. Thus,  
21 Plaintiffs are citizens of Delaware and Missouri. Defendant Clark is a citizen of California. There  
22 is complete diversity between Plaintiffs and Defendant, and the amount in controversy exceeds  
23 \$75,000.

24 9. Venue in this district is proper because the primary business and residence of  
25 Defendant Clark is within this district and part of the events, acts, and omissions constituting  
26 Clark's unlawful taking of Anheuser-Busch's confidential, proprietary, and/or trade secret  
27 information was carried on within this district.  
28

1 **THE PARTIES**

2 10. Anheuser-Busch Companies, LLC (as successor in interest to Anheuser-Busch  
3 Companies, Inc.) is a Delaware limited liability company with its principal place of business in St.  
4 Louis, Missouri. Anheuser-Busch, LLC (as successor in interest to Anheuser-Busch, Inc.) is a  
5 Missouri limited liability company with its principal place of business in St. Louis, Missouri.

6 11. Defendant Clark is a citizen of the State of California, with his place of business  
7 and primary residence in Sacramento, California.

8 **FACTS**

9 12. After great expenditures of time, money, and effort, Anheuser-Busch has developed  
10 many distinctive and proprietary techniques and innovations, as well as trademarks and designs.  
11 Anheuser-Busch has used and continues to use this confidential, proprietary, and/or trade secret  
12 information in connection with its business activities.

13 13. Clark was employed by Anheuser-Busch from or about November 2, 1998 through  
14 June 9, 2012. During this time period, Clark worked out of at least five Anheuser-Busch  
15 breweries, as set forth in Paragraph 2 above. Clark had access to Anheuser-Busch’s confidential,  
16 proprietary, and/or trade secret information.

17 14. In connection with Clark’s hiring and continued employment, Clark twice signed  
18 an “Employee Agreement As To Intellectual Property and Confidentiality.” The Confidentiality  
19 Agreements (the same except for different dates of execution) provide that, upon termination of  
20 his employment with Anheuser-Busch, Clark would return all Anheuser-Busch confidential  
21 information and would not make or keep copies, and would not disclose any Anheuser-Busch  
22 confidential, proprietary, and/or trade secret information to anyone.

23 15. Clause Number 6 of the Confidentiality Agreements is entitled “RETURN OF  
24 TANGIBLE PROPERTY” and explicitly imposes the following obligation upon Clark:

25 All tangible property in my custody or possession including, but not limited to,  
26 biological materials, models, writings, records, drawings, blueprints, notebooks,  
27 or documents, containing any Confidential Information, Invention or which  
28 embodies a Copyright Work is the exclusive property of the Company, shall not

1 be copied or removed from the premises of the Company except for Company  
2 business, and shall be delivered to the Company without keeping any copies or  
3 any portions thereof on the termination of my employment.

4 16. Clause Number 7 of the Confidentiality Agreements is entitled  
5 “NONDISCLOSURE OF CONFIDENTIAL INFORMATION” and explicitly imposes the  
6 obligation on Clark to certify compliance with the Confidentiality Agreements:

7 Unless the Company consents or directs me otherwise in writing, I will not at any  
8 time during or after my employment with the Company use any Confidential  
9 Information for my own benefit or disclose any Confidential Information to  
10 anyone outside the Company or to any employee of the Company not also having  
11 authorized access to such Confidential Information nor shall I direct anyone else  
12 to do such things. In addition, for a period of three (3) years following the  
13 termination of my employment with the Company and upon its request, I will  
14 certify under oath in writing that I have not disclosed or used in any way any  
15 Confidential Information.

16 17. Clause Number 1(b) of the Confidentiality Agreements defines confidential  
17 information as follows:

18 “Confidential information” means any information, including but not limited to a  
19 Trade Secret, disclosed to me or known by me (1) through or in the course of my  
20 employment with the Company, (2) not generally known outside the Company,  
21 and (3) relating to the actual or anticipated business of the Company.

22 18. Clause Number 1(e) of the Confidentiality Agreements defines trade secret as  
23 follows:

24 “Trade secret” means information, including a formula, pattern, drawing,  
25 compilation, program, device, method, technique, process, cost data or customer  
26 list, that (1) derives economic value, actual or potential, from not being generally  
27 known to the public or to persons who can obtain economic value from its  
28 disclosure or use and (ii) is the subject of efforts that are reasonable under the

1 circumstances to maintain its secrecy.

2 19. Further, under Clause Number 9 of the Confidentiality Agreements, defendant  
3 Clark acknowledged by signing that “I agree that my failure to perform any obligation in this  
4 Agreement will cause immediate and irreparable damage to the Company, that there is no  
5 adequate remedy at law for such failure, and that in the event of such failure the Company shall be  
6 entitled to injunctive relief and such other relief as may be just and proper.”

7 20. Clark is particularly aware of his contractual confidentiality obligations because he  
8 is now licensed as an attorney in the State of California. Although Clark was not employed in a  
9 legal capacity by Anheuser-Busch, he sought and obtained his legal degree and California State  
10 Bar license during the time that he was employed with the Company. On information and belief,  
11 Clark is currently practicing law as an attorney.

12 21. Despite Clark’s knowledge that Anheuser-Busch seeks to protect the confidentiality  
13 of its confidential, proprietary, and/or trade secret information, and ensure that such information is  
14 protected from disclosure, Anheuser-Busch alleges, upon information and belief, that Clark  
15 obtained and removed, otherwise misappropriated and wrongfully kept, disclosed, and/or used  
16 such Company confidential, proprietary, and/or trade secret information, prior to the termination  
17 of his employment, and since the termination of his employment. Upon information and belief,  
18 Clark did these acts surreptitiously and without Anheuser-Busch’s knowledge or consent. Clark  
19 did not notify Anheuser-Busch nor did he deliver any such confidential, proprietary, and/or trade  
20 secret information to Anheuser-Busch upon the termination of his employment. Upon information  
21 and belief, Anheuser-Busch alleges that Clark’s conduct not only violated his duty of loyalty to  
22 Anheuser-Busch, but also violated his contractual and legal obligations to Anheuser-Busch. On  
23 information and belief, Clark has wrongfully misappropriated, disclosed, disseminated, and/or  
24 used Anheuser-Busch’s confidential, proprietary, and/or trade secret information.

25 22. On February 8, 2013, Anheuser-Busch invoked the certification provision of  
26 Clark’s Confidentiality Agreements due to its belief that Clark violated the provisions of his  
27 Confidentiality Agreements by improperly using or disclosing, in any way, confidential, propriety,  
28 and/or trade secret information of the Company. Anheuser-Busch’s written correspondence to

1 Clark requested Clark to “return forthwith any confidential Anheuser-Busch materials in your  
2 possession in hard copy or electronic form or any other form.” Anheuser-Busch’s letter also  
3 requested that Clark “certify, under oath and in writing, that you have not disclosed or used in any  
4 way confidential information learned or obtained during your employment.” Anheuser-Busch’s  
5 letter enclosed copies of Clark’s signed Confidentiality Agreements, which require Clark to so  
6 certify.

7 23. Clark has refused to provide the written certification under oath to Anheuser-  
8 Busch. Instead, Clark has only denied, in a February 19, 2013 letter from his lawyer (not under  
9 oath), that he has provided any Anheuser-Busch *competitor, vendor or supplier* with any  
10 Anheuser-Busch trade secret or confidential information *since the end of his employment with the*  
11 *Company*. Clark has not, as of this date of this complaint, provided to the Company any written  
12 certification under oath, as required by Clause 7 of the Confidentiality Agreements, that Clark has  
13 not disclosed or used, in any way, any Company confidential information.

14 **FIRST CLAIM FOR RELIEF**

15 **FOR BREACH OF CONTRACT**

16 24. Anheuser-Busch realleges paragraphs 1-23, above, and incorporates them as if fully  
17 set forth herein.

18 25. As a condition of his employment with Anheuser-Busch, Clark twice signed and  
19 agreed to be bound by the terms of an “Employee Agreement As To Intellectual Property and  
20 Confidentiality.” The Confidentiality Agreements constitute valid, binding, and enforceable  
21 contracts that require Clark to maintain the secrecy of Anheuser-Busch’s confidential, proprietary,  
22 and/or trade secret information, and to return all such information, documents, and property of  
23 Anheuser-Busch upon the termination of Clark’s employment.

24 26. At all relevant times, Anheuser-Busch performed its duties with respect to the  
25 Confidentiality Agreements.

26 27. Upon information and belief, defendant Clark breached and has continued to breach  
27 his obligations to maintain the confidentiality of Anheuser-Busch’s confidential, proprietary,  
28 and/or trade secret information under the Confidentiality Agreements. Upon information and



1 belief, Clark breached his contractual obligations by (a) taking information belonging to  
2 Anheuser-Busch without its knowledge or authorization, and for reasons unrelated to his  
3 performance of his duties with Anheuser-Busch, (b) failing to return Anheuser-Busch's  
4 confidential information upon the termination of Clark's employment, and/or (c) on information  
5 and belief, wrongfully using, disseminating, or disclosing Anheuser-Busch's confidential,  
6 proprietary, and/or trade secret information.

7 28. On February 8, 2013, Anheuser-Busch invoked the certification provision of  
8 Clark's Confidentiality Agreements due to its belief that Clark violated the provisions of his  
9 Confidentiality Agreements by improperly using or disclosing, in any way, confidential, propriety,  
10 and/or trade secret information of the Company. Anheuser-Busch's written correspondence to  
11 Clark requested Clark to "return forthwith any confidential Anheuser-Busch materials in your  
12 possession in hard copy or electronic form or any other form." Anheuser-Busch's letter also  
13 requested that Clark "certify, under oath and in writing, that you have not disclosed or used in any  
14 way confidential information learned or obtained during your employment." Anheuser-Busch's  
15 letter enclosed copies of Clark's signed Confidentiality Agreements, which require Clark to so  
16 certify.

17 29. Clark has refused to provide the written certification under oath to Anheuser-  
18 Busch. Instead, Clark has only denied, in a February 19, 2013 letter from his lawyer (not under  
19 oath), that he has provided any Anheuser-Busch *competitor, vendor or supplier* with any  
20 Anheuser-Busch trade secret or confidential information *since the end of his employment with the*  
21 *Company*. Clark has not, as of this date of this complaint, provided to the Company any written  
22 certification under oath, as required by Clause 7 of the Confidentiality Agreements, that Clark has  
23 not disclosed or used, in any way, any Company confidential information. As such, Clark has  
24 further breached the terms of his Confidentiality Agreements by refusing to provide the required  
25 certification provided for in Clause Number 7.

26 30. As a direct and proximate result of the wrongful conduct by Defendant Clark,  
27 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic  
28 damages. Such damages include, but are not limited to, (1) the value of the Company

1 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm  
2 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable  
3 consequence of Clark's breach of his contractual obligations not to improperly disclose or use, in  
4 any way, Anheuser-Busch's confidential, proprietary, and/or trade secrets information.

5 **SECOND CLAIM FOR RELIEF**

6 **FOR MISAPPROPRIATION OF TRADE SECRETS**

7 31. Anheuser-Busch realleges paragraphs 1-30, above, and incorporates them as if fully  
8 set forth herein.

9 32. Anheuser-Busch enjoys an advantage over its existing and potential future  
10 competitors due to the trade secret information it has developed in becoming the leading American  
11 brewer.

12 33. Anheuser-Busch has made reasonable efforts under the circumstances to preserve  
13 the confidentiality of its trade secrets. Such information derives economic value from not being  
14 known to members of the general public or to other persons who may be able to obtain economic  
15 value from the disclosure and/or use of Anheuser-Busch's trade secrets. For these reasons,  
16 Anheuser-Busch's confidential information is defined and protected as "trade secrets" under  
17 California's Uniform Trade Secret Act (Cal. Civ. Code § 3426 *et seq.*).

18 34. Pursuant to Clark's Confidentiality Agreements, Clark was and remains under a  
19 duty to keep Anheuser-Busch's confidential, proprietary, and/or trade secret information secret  
20 and not improperly disclose or use it in any way. Upon information and belief, Anheuser-Busch  
21 alleges that by wrongfully taking, disclosing and/or using such confidential trade secret  
22 information, Clark has knowingly misappropriated, disclosed, and wrongfully used Anheuser-  
23 Busch trade secrets in breach of his Confidentiality Agreements and duty of loyalty to Anheuser-  
24 Busch. Clark's actions constitute willful misappropriation of trade secrets under California's  
25 Uniform Trade Secret Act.

26 35. Clark's misappropriation was and is being carried out without the express or  
27 implied consent of Anheuser-Busch.

28

1           36.     Clark’s misappropriation is causing and will cause irreparable harm to Anheuser-  
2 Busch unless and until it is enjoined by the Court. Anheuser-Busch has suffered the loss of its  
3 intellectual property as well as the potential loss of its current and future business and sales.

4           37.     Anheuser-Busch has no adequate remedy at law for the injuries being suffered  
5 because it will be difficult to quantify in dollars the losses described above, Clark’s wrongful  
6 conduct is ongoing, and Clark will continue to engage in his acts of misappropriation unless he is  
7 enjoined from engaging in any further acts of misappropriation.

8           38.     As a direct and proximate result of the wrongful conduct by Defendant Clark,  
9 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic  
10 damages. Such damages include, but are not limited to, (1) the value of the Company  
11 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm  
12 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable  
13 consequence of Clark’s breach of his contractual obligations not to improperly disclose or use, in  
14 any way, Anheuser-Busch’s confidential, proprietary, and/or trade secrets information.

15           39.     Each of the acts of misappropriation was done willfully and maliciously by Clark,  
16 thereby entitling Anheuser-Busch to punitive or exemplary damages, and/or attorneys fees  
17 pursuant to California Civil Code § 3246.3(c).

18                           **THIRD CLAIM FOR RELIEF**

19                           **FOR RETURN OF PERSONAL PROPERTY**

20           40.     Anheuser-Busch realleges paragraphs 1-39, above, and incorporates them as if fully  
21 set forth herein.

22           41.     California Civil Code § 3380 provides that “[a]ny person having the possession or  
23 control of a particular article of personal property, of which he is not the owner, may be compelled  
24 specifically to deliver it to the person entitled to its immediate possession.” California Civil Code  
25 § 3379 provides that “[a] person entitled to the immediate possession of specific personal property  
26 may recover the same in the manner provided by the Code of Civil Procedure.” Code of Civil  
27 Procedure § 667 provides for an action to recover personal property and the California claim and  
28 delivery sections of the Code of Civil Procedure (Cal. Code of Civ. P. § 511.010 *et seq.*) provide

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1 for the issuance of a writ of possession to compel the return of personal property as a provisional  
2 remedy.

3 42. Upon the termination of Defendant Clark's employment on or about June 9, 2012,  
4 Anheuser-Busch was, and still is, entitled to the immediate possession of all Anheuser-Busch  
5 confidential, proprietary, and/or trade secret information that was within Clark's possession or  
6 control, including but not limited to, any biological materials, models, writings, records, drawings,  
7 blueprints, notebooks, or documents.

8 43. Upon information and belief, upon the termination of Defendant Clark's  
9 employment on or about June 9, 2012, Clark wrongfully and without Anheuser-Busch's consent  
10 took possession of confidential, proprietary, and/or trade secret information belonging to  
11 Anheuser-Busch. Since that date, Clark has been, and now is, in wrongful possession of such  
12 property in violation of Anheuser-Busch's right to immediate possession. On information and  
13 belief, Clark disclosed confidential, proprietary, and/or trade secret information to others before or  
14 after his departure from the Company, and such information and/or materials remains in Clark's  
15 control.

16 44. As a direct and proximate result of the wrongful conduct by Defendant Clark,  
17 Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and economic  
18 damages. Such damages include, but are not limited to, (1) the value of the Company  
19 confidential, proprietary, and/or trade secret information wrongfully disclosed or used and harm  
20 caused by such wrongful disclosure and/or use and (2) legal expenses incurred as a foreseeable  
21 consequence of Clark's breach of his contractual obligations not to improperly disclose or use, in  
22 any way, Anheuser-Busch's confidential, proprietary, and/or trade secrets information.

23 45. In taking, wrongfully possessing, and detaining Anheuser-Busch property, the  
24 conduct of Clark is despicable conduct that was carried on with a willful and conscious disregard  
25 of the rights of Anheuser-Busch that has subjected Anheuser-Busch to cruel and unjust hardship in  
26 conscious disregard of its rights. Anheuser-Busch is accordingly entitled to an award of punitive  
27 or exemplary damages, including, but not limited to an award of exemplary damages under  
28 California Civil Code § 3294.

**PRAYER FOR RELIEF**

**WHEREFORE**, Anheuser-Busch prays for judgment against Clark, as follows:

46. For possession of personal property as requested herein;

47. As a direct and proximate result of the wrongful conduct by Defendant Clark, Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and seeks preliminary relief against Clark in the form of claim and delivery of personal property, including but not limited to, the issuance of a writ of possession to compel the return of personal property under California Code of Civil Procedure §§ 511.010 *et seq.*;

48. As a direct and proximate result of the wrongful conduct by Defendant Clark, Anheuser-Busch has suffered and continues to suffer irreparable harm and injury and seeks preliminary and permanent injunctive relief against Clark that: (1) orders him immediately restrained from obtaining, accessing, using, restraining, or disclosing to anyone any of Anheuser-Busch’s data, documents, and/or property taken from or belonging to Anheuser-Busch that is in any such person’s possession, custody, or control; (2) orders him immediately restrained from accessing, retrieving, copying, transmitting, or disclosing any copies of Anheuser-Busch’s data, documents, or copies taken from or belonging to Anheuser-Busch; (3) orders him, as to any improper disclosure or use, to disclose (a) the names of all persons and or entities to whom they made improper disclosures of confidential, proprietary, and/or trade secret information (either during or after the termination of his employment at the Company), (b) the dates and locations of any such disclosures, (c) a description of the confidential, proprietary, and/or trade secret information disclosed, (d) any communications regarding or relating to such disclosures, and, (e) similar disclosures as to any improper use of such confidential information by Clark; and, (4) orders him to immediately return of all personal property belonging to Anheuser-Busch, in forensically sound fashion and preserving all metadata;

49. For compensatory and punitive damages, including but not limited to, an award of exemplary damages under California Civil Code § 3246.3 and § 3294;

50. For reasonable attorneys’ fees, and all costs, expenses and disbursements, including, without limitation, filing fees and reasonable costs of suit, including but not limited to,

1 an award of attorneys' fees, costs, expenses and disbursements under California Civil Code  
2 § 3246.3(c);

3 51. For court approval of expedited discovery from Clark; and

4 52. For such other and further relief as this Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Anheuser-Busch hereby demands a jury trial on all claims for relief.

7 DATED: March 1, 2013

8 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

9  
10 By: \_\_\_\_\_/S/  
11 MARCUS S. TOPEL  
12 Counsel for Plaintiffs  
13 ANHEUSER-BUSCH COMPANIES, LLC and  
14 ANHEUSER-BUSCH, LLC  
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ANHEUSER-BUSCH COMPANIES, LLC, a Delaware limited liability company and ANHEUSER-BUSCH, LLC, a Missouri limited liability company
(b) County of Residence of First Listed Plaintiff St. Louis, Missouri
(c) Attorneys (Firm Name, Address, and Telephone Number)
Marcus S. Topel, Esq.
Kasowitz, Benson, Torres & Friedman LLP
101 California Street, Suite 2300, San Francisco, CA 94111 T: (415) 421-6140

DEFENDANTS
JAMES ALAN CLARK, an individual
County of Residence of First Listed Defendant Sacramento, California
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 X 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans, 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
TORTS: PERSONAL INJURY (310-367), PERSONAL PROPERTY (370-385), PRISONER PETITIONS (463-560)
FORFEITURE/PENALTY: 625 Drug Related Seizure, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332
Brief description of cause:
Complaint for breach of contract, misappropriation of trade secrets, and return of property

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: X Yes 0 No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 03/01/2013 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE