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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN MATEO

24-CIV-07161

15 GOSECURE, INC.,

16 Plaintiff,

17 v.

18 CROWDSTRIKE, INC.,
19 CROWDSTRIKE HOLDINGS, INC.,
20 DMITRI ALPEROVITCH, and
21 JEREMY GOULD

22 Defendants.

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 11/15/2024
By /s/ Hessen Ladcani
Deputy Clerk

Case No.

**COMPLAINT FOR VIOLATION OF
CALIFORNIA UNIFORM TRADE
SECRETS ACT AND BREACH OF
CONTRACT**

DEMAND FOR JURY TRIAL

PUBLIC

Redacts materials from conditionally sealed
record

1 Plaintiff GoSecure, Inc. (“GoSecure”), by and through its counsel, brings this complaint
2 for misappropriation of trade secrets against Defendants CrowdStrike, Inc. and CrowdStrike
3 Holdings, Inc. (“CrowdStrike”) and for misappropriation of trade secrets and breach of contract
4 against Defendants Mr. Dimitri Alperovitch and Mr. Jeremy Gould (Messrs. Alperovitch and
5 Gould, along with CrowdStrike, the “Defendants”), as follows:

6 **Introduction**

7 1. GoSecure was founded in 2004 with the goal of revolutionizing the cybersecurity
8 industry. At a time when other cybersecurity companies were focused on refining ineffective
9 security strategies focused on protecting the perimeter of computer networks or defending
10 computers against previously identified threats using static approaches, GoSecure recognized that
11 evolving IT security environments demanded more capable, rapid, real-time and proactive means
12 to identify, understand, and defend against increasingly sophisticated threats.

13 2. While others were floundering with obsolete methods, GoSecure focused instead
14 on the importance of developing critical endpoint security technology to ensure that each device
15 connected to a network is protected. Unlike traditional security systems that protect the perimeter,
16 or common antivirus systems that require constant updating to ensure the software is patched to
17 block known threats, GoSecure developed an approach focused on monitoring activity and
18 detecting threats on the endpoints that constitute the entry points for the many modern security
19 threats.

20 3. GoSecure’s revolutionary approach provided users visibility and highly detailed
21 insight into activity unfolding on their computing assets. Instead of requiring users to constantly
22 update their antivirus software to receive patches, which are limited to addressing recently
23 discovered and identifiable threats, GoSecure developed technology that preempts new threats,
24 even those that have not previously been identified. By using behavioral analysis to identify and
25 track previously unidentified threats, GoSecure’s technologies improved the security of networks
26 while simultaneously improving visibility on evolving threats, thereby allowing users to efficiently
27 monitor and address security issues.

1 4. GoSecure's ability to monitor, detect, and respond to threats on endpoints
2 connected to a network, while commonplace now, was a pipedream when GoSecure developed it.
3 GoSecure ignored the naysayers and bucked the trend to develop a platform where users can
4 monitor and control relevant activity on endpoints on their computing assets. And GoSecure's
5 technology quickly showed its value. Clients marveled at how fast and illustratively GoSecure's
6 platform could identify security threats, including threats that had not been caught by perimeter
7 security or conventional anti-virus software.

8 5. Like other small startup companies based in California, GoSecure sought partners
9 and funding to help support the development of revolutionary technologies that would change the
10 world of cybersecurity and help customers of all sizes protect themselves against cyberattacks that
11 were expanding in number and increasing in sophistication.

12 6. Enter Mr. Dmitri Alperovitch and Mr. George Kurtz, two individuals who founded
13 CrowdStrike, and who recognized early on the revolutionary nature of GoSecure's cybersecurity
14 solutions. Feigning interest in helping GoSecure promote its technology and business goals,
15 Mr. Alperovitch and Mr. Kurtz gained access to confidential information about GoSecure's
16 technologies. Mr. Alperovitch even joined GoSecure's Board of Directors to act as the liaison
17 between the Board and the company's engineering and development team. In that role,
18 Mr. Alperovitch convinced GoSecure to hire one of his accomplices, Mr. Jeremy Gould, so that
19 Mr. Gould could obtain unfettered access to GoSecure's most valuable and confidential research
20 and development.

21 7. Unbeknownst to GoSecure, Mr. Alperovitch and Mr. Gould were conspiring in an
22 unlawful scheme to learn from and emulate GoSecure's highly valuable technology to support
23 GoSecure's competitor, CrowdStrike. But Defendants worked hard to cover their tracks. It was
24 not until July 2024, when CrowdStrike suffered a well-publicized technical outage that affected
25 millions of computers around the world and inflicted billions of dollars in losses for CrowdStrike's
26 customers that GoSecure was finally able to discover some of the hidden ways that CrowdStrike
27 has misappropriated GoSecure's trade secrets in its flagship Falcon Platform. These recent
28 revelations show how CrowdStrike, with the help of Messrs. Gould and Alperovitch, leveraged

1 GoSecure's trade secrets to obtain a massive head start to leapfrog ahead of the competition by
2 passing off as its own what it took GoSecure years to develop, thereby forcing GoSecure to
3 compete against its own technology.

4 8. But in this case, justice delayed does not mean justice has to be denied. With
5 Defendants' misconduct finally apparent, GoSecure brings these claims to put an end to
6 Defendants' unlawful tactics and reclaim what Defendants stole.

7 **The Parties**

8 9. Plaintiff GoSecure, Inc. is a corporation organized and existing under the laws of
9 the State of Delaware with its principal place of business in San Diego, California.

10 10. GoSecure was founded in 2004 and is one of the world's innovators in Endpoint
11 Detection and Response (EDR), which allows companies of all sizes to identify, mitigate, and
12 respond to cybersecurity threats before they can compromise sensitive data or business operations.

13 11. At the time of Defendants' misappropriation, GoSecure's principal place of
14 business was located in Santa Monica, California. GoSecure's predecessor company, NeuralIQ,
15 was founded in 2004 and relaunched as CounterTack in 2011. CounterTack then acquired
16 GoSecure in 2018, and the newly merged company became GoSecure. GoSecure owns all rights
17 and title to any and all property and/or rights previously possessed by NeuralIQ and CounterTack.
18 GoSecure, CounterTack, and NeuralIQ are referred to herein as GoSecure.

19 12. GoSecure has launched multiple cybersecurity products that incorporate its highly
20 valuable and secret information, including for example, the GoSecure Titan® Platform. GoSecure
21 provides its products to customers who operate throughout the United States and Canada, including
22 within the state of California. GoSecure was recently declared by JMP Securities as one of the
23 Elite 80 Hottest Privately Held Companies.

24 13. On information and belief, Defendant CrowdStrike Holdings, Inc. is a Delaware
25 corporation with its principal executive office in Austin, Texas. On information and belief,
26 Defendant CrowdStrike Holdings, Inc. is the parent of, and directly and wholly owns, Defendant
27 CrowdStrike, Inc. Defendant CrowdStrike Holdings, Inc. is registered with the California
28 Secretary of State to do business within this state.

1 14. On information and belief, Defendant CrowdStrike, Inc. is a Delaware corporation
2 with its current principal place of business located in Austin, Texas. On information and belief,
3 CrowdStrike, Inc. was founded in California on or around November 7, 2011 and misappropriated
4 GoSecure's trade secrets in California. On information and belief, Defendant maintains a
5 substantial presence in California, which CrowdStrike describes as its "critical innovation hub."
6 Defendant CrowdStrike, Inc. is registered with the Secretary of State to conduct business in
7 California.

8 15. On information and belief, Defendant Jeremy Gould is a resident of the State of
9 California and resides in the County of San Mateo. Mr. Gould was previously employed with
10 Plaintiff GoSecure while it was headquartered in California and later worked for Defendant
11 CrowdStrike after he departed GoSecure.

12 16. On information and belief, Defendant Dimitri Alperovitch is a resident of the State
13 of Virginia. Mr. Alperovitch has had substantial contacts with the State of California during the
14 period of misappropriation, including by working for GoSecure, which is headquartered in
15 California, misappropriating GoSecure's trade secrets in California, and co-founding and working
16 for Defendant CrowdStrike in California.

17 **Jurisdiction and Venue**

18 17. This action is brought under California law. Jurisdiction is proper in the Superior
19 Court of California, County of San Mateo because this action arises under California law, at least
20 one Defendant resides in the County of San Mateo at the commencement of this action, and
21 because the amount in dispute exceeds the jurisdictional minimum of this Court.

22 18. This Court has personal jurisdiction over CrowdStrike because both CrowdStrike
23 entities have had more than minimum contacts with the State of California, through their extensive
24 business in the state, including because Defendant CrowdStrike was founded in California, long
25 maintained its principal place of business in California, and misappropriated GoSecure's trade
26 secrets in California.

27 19. On information and belief, CrowdStrike's business includes operating systems,
28 using software, providing services, and/or engaging in activities in California and this County that

1 misappropriate GoSecure's trade secrets, as well as inducing and contributing to the direct
2 misappropriation by others through its acts in California and in this County. In addition, on
3 information and belief, CrowdStrike makes, uses, advertises, offers for sale, and/or sells endpoint
4 security software and provides security services that misappropriate GoSecure's trade secrets in
5 the State of California and in this County directly and/or through its partnership with businesses
6 in the State of California and in this County.

7 20. This Court has personal jurisdiction over Mr. Alperovitch because, on information
8 and belief, Mr. Alperovitch committed the unlawful acts alleged herein within the state, and to the
9 extent any unlawful acts were committed outside of California, Mr. Alperovitch's acts have caused
10 injury to GoSecure within California. On information and belief, Mr. Alperovitch was formally
11 employed by CrowdStrike until at least February 2020 and provided services for CrowdStrike in
12 California. More specifically, and on information and belief, in the course of conducting his
13 responsibilities as the former Chief Technology Officer of CrowdStrike, which long maintained
14 its principal place of business in California, Mr. Alperovitch oversaw CrowdStrike's technical
15 operations, including those in the State of California. As discussed below, based on the pervasive
16 nature of CrowdStrike's misappropriation of GoSecure's trade secrets, GoSecure has reason to
17 believe that Mr. Alperovitch committed the unlawful acts alleged herein in this state while acting
18 within the scope of his employment at CrowdStrike or, at minimum, committed unlawful acts
19 outside the state that have caused and continue to cause injury to GoSecure within this state.

20 21. This Court has personal jurisdiction over Mr. Gould because, on information and
21 belief, Mr. Gould is a resident of the State of California, County of San Mateo. In addition,
22 Mr. Gould committed the unlawful acts alleged below within the state, and to the extent any
23 unlawful acts were committed outside of the state, Mr. Gould's acts have caused injury to
24 GoSecure within the state. On information and belief, Mr. Gould was formally employed by
25 CrowdStrike as a Senior Software Engineer until at least April 2022. On information and belief,
26 Mr. Gould's responsibilities as a Senior Software Engineer caused him to regularly work with
27 CrowdStrike engineers located within California. On information and belief, Mr. Gould
28 committed unlawful acts in this state while acting within the scope of his employment at

1 CrowdStrike or, at minimum, committed unlawful acts outside the state that have caused and
2 continue to cause injury to GoSecure within this state.

3 22. Venue is proper in this Court pursuant to California Code of Civil Procedure
4 Sections 395(a) because, on information and belief, Defendant Gould is a resident of this County.

5 **Defendants' Willful Misappropriation of GoSecure's Trade Secrets**

6 **A. GoSecure Develops Novel Technologies to Protect Customers from Cyberattacks**

7 23. GoSecure is a privately held company incorporated in 2004. From day one
8 GoSecure's purpose has been to develop and commercialize products and services that protect
9 customers from novel cyberattacks, including attacks that have not been previously identified and
10 for which there may be no other available defense. GoSecure currently provides first class
11 Endpoint Detection and Response ("EDR") products and services to customers, including through
12 its Titan® Platform. The Titan Platform and GoSecure's other products and services rely on
13 proprietary techniques developed by GoSecure, including its highly valuable and confidential trade
14 secrets.

15 24. At the time of GoSecure's founding, the data security industry was struggling to
16 keep up with evolving threats. GoSecure was the first to recognize that the threat prevention
17 strategies that were available at the time were quickly becoming obsolete, which left companies
18 of all sizes in a continuous state of compromise. By relying on firewalls that primarily focused on
19 protecting a network's perimeter or intrusion detection systems ("IDS") and intrusion protection
20 systems ("IPS") that relied on a "binary" approach that utilize static signatures libraries to identify
21 software that had previously been diagnosed as malware, legacy security systems were fast
22 becoming obsolete. These systems were inherently limited, either because they could not respond
23 to threats that made it past the perimeter or were predicated on the use of a limited library of known
24 signatures that could react only to previously identified malware. At a time when even the most
25 sophisticated security systems could not keep up with rapid advancements in attack methodology,
26 GoSecure conceptualized a revolutionary method that maximized security while optimizing
27 performance.

1 25. More specifically, GoSecure recognized that as attacks became more sophisticated
2 and numerous, conventional firewalls and antivirus software would no longer be able to keep up
3 with the evolving and increasingly sophisticated attacks on a computer network, which became
4 increasingly difficult to manage as the number of access points to a computer network expanded.
5 In response, GoSecure developed innovative proprietary techniques to defend against increasingly
6 sophisticated cyberattacks and quickly became the pioneer for EDR technology that can identify
7 malicious behavior on a computer system, even after harmful vectors are able to evade perimeter
8 security technologies and traditional antivirus software. This included, for example, strategies for
9 gathering better intelligence and data to develop countermeasures to defend against threats against
10 unknown or unaddressed vulnerabilities against which conventional IDS/IPS solutions and
11 traditional anti-virus systems are ineffective.

12 26. While certain aspects of GoSecure's technology have been publicly disclosed,
13 GoSecure is also the owner of highly valuable and secret methods, techniques, assumptions,
14 information, and data that have not been publicly disclosed and were developed at GoSecure over
15 years of intensive and expensive development. These trade secrets have helped GoSecure develop
16 products that enable organizations of all sizes to identify, assess, and quickly respond to advanced
17 persistent and targeted attacks in order to arm defenders against attackers and stop advanced threats
18 that could affect an organization on an enterprise-wide basis.

19 **B. GoSecure's Asserted Trade Secrets**

20 27. GoSecure is the owner of highly valuable, proprietary, and secret [REDACTED],
21 [REDACTED]
22 [REDACTED] (the "Asserted Trade Secrets").

23 28. The Asserted Trade Secrets help support significant aspects of the core
24 functionality of GoSecure's cybersecurity products. These include in particular GoSecure's
25 products relating to endpoint detection and response, such as GoSecure's Titan Platform and its
26 predecessors. As described below, the Asserted Trade Secrets are secret and not commonly
27 known. In addition, GoSecure has taken reasonable measures under the circumstances to protect
28 the secrecy of the Asserted Trade Secrets, which obtain independent economic value because they

1 are secret, as reflected in the fact that they have helped GoSecure secure and maintain hundreds of
2 satisfied clients.

3 29. The development of GoSecure's Asserted Trade Secrets spanned multiple years and
4 required substantial resources. GoSecure's engineers recognized more than a decade ago that rapid
5 evolutions in malware required taking a new approach to detecting and responding to threats that
6 can evade conventional anti-malware software to surreptitiously access networks through an
7 increasing number of access points. To address these issues, GoSecure's new approach required:

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 [REDACTED] constitute GoSecure's trade secrets, [REDACTED]

12 [REDACTED]

13 [REDACTED] also constitute highly valuable trade secrets that could (and in
14 CrowdStrike's case, did) provide GoSecure's competitors a significant head start in developing
15 their own copycat products.

16 30. GoSecure's Asserted Trade Secrets [REDACTED]

17 [REDACTED]

18 [REDACTED] For example, [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 [REDACTED] In other
25 words, [REDACTED]

26 [REDACTED] GoSecure was able to develop products that [REDACTED]

27 [REDACTED]
28 [REDACTED]

1 31. But [REDACTED] that GoSecure was able to resolve
2 using its trade secrets. For example, [REDACTED]

3 [REDACTED]
4 [REDACTED] In addition, [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] GoSecure's paradigm-shifting trade secrets
8 allowed [REDACTED]
9 [REDACTED]

10 32. More specifically, [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED] Developing such techniques was a
14 Herculean task because [REDACTED]
15 [REDACTED]

16 [REDACTED] GoSecure's secret and highly valuable [REDACTED]
17 [REDACTED]

18 33. Stated differently, GoSecure's trade secrets, [REDACTED]
19 [REDACTED] GoSecure was developing during Mr. Alperovitch and
20 Mr. Gould's tenure at the company, [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 34. GoSecure's trade secrets include, for example, GoSecure's [REDACTED]
25 [REDACTED]
26 [REDACTED] These proprietary
27 and secret methods were being developed at GoSecure while Mr. Alperovitch and Mr. Gould were
28 working for the company and had access to the company's research and development information,

1 including valuable and highly confidential planning and research documents, the entirety of the
2 company's source code—including [REDACTED] and detailed
3 technical information gleaned from meetings with the GoSecure development team. These trade
4 secrets allowed GoSecure to [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 35. Given the highly valuable and confidential nature of GoSecure's Asserted Trade
9 Secrets, GoSecure employs numerous measures to control and limit access to its trade secret
10 information and to protect against the theft or misuse of that information, as described below.

11 a. GoSecure employees are required to sign GoSecure's Proprietary
12 Information and Invention Agreement ("PIIA"), pursuant to which they agree to protect and not to
13 disclose GoSecure's confidential information. (*See, e.g.*, Ex. 1.) For example, Mr. Gould agreed,
14 pursuant to the PIIA, "to hold in strictest confidence, and not to use, except for the benefit of the
15 Company, except to the extent necessary to perform [Mr. Gould's] obligations to the Company"
16 and not to "disclose to any person, firm, corporation or other entity without written authorization
17 of the Board of Directors of the Company [] any Confidential Information of the Company which
18 [he] obtain[ed] or create[d]." (*Id.* § 3(a).) GoSecure's PIIA also required that, at the time of
19 termination of his relationship with GoSecure, Mr. Gould "deliver to the Company (and [] not keep
20 in [his] possession, recreate or deliver to anyone else) any and all devices, records, data, notes,
21 reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory
22 notebooks, materials, flow charts, equipment, other documents or property, or reproductions of
23 any of the aforementioned items developed by" Mr. Gould pursuant to his relationship with
24 GoSecure "or otherwise belonging to the Company, its successors or assigns." (*Id.* § 5.) On
25 information and belief, Mr. Gould willfully breached these contractual obligations.

26 b. Mr. Alperovitch, who was a member of GoSecure's Board of Directors who
27 owed fiduciary duties to GoSecure, also entered into an agreement with GoSecure pursuant to
28 which Mr. Alperovitch agreed that he would not "reveal any Confidential Information to any

1 person or entity, except to employees of the Company who need to know such Confidential
2 Information” or “use any Confidential Information in any manner which may injure or cause loss
3 or may be calculated to injure or cause loss to the Company, whether directly or indirectly.”
4 (Ex. 2.) On information and belief, Mr. Alperovitch willfully breached these contractual
5 obligations and his fiduciary duties to the Company.

6 c. GoSecure further requires departing employees to participate in an exit
7 process and to confirm that they have been provided access to GoSecure’s proprietary and trade
8 secret information, have returned all such information to GoSecure upon departure, and have not
9 maintained access to or copies of any digital or hard copy record of GoSecure.

10 d. GoSecure follows a principle of least privilege that limits access and sharing
11 of confidential information to only those who need to know the information as part of the ordinary
12 course of their business.

13 e. GoSecure’s proprietary and trade secret information is stored on a secure
14 server and only certain GoSecure employees have access to such servers and databases. Access
15 to these servers and databases is on a “need to know” basis and employees must be approved to
16 obtain such access.

17 f. GoSecure also implements additional security measures to safeguard and
18 protect sensitive information, including access restrictions, authentication, password protection,
19 encryption, and physical protections.

20 g. GoSecure’s systems and software are designed to prevent hacking or
21 reverse engineering, and the company’s systems are protected from external and internal
22 cybersecurity threats.

23 h. GoSecure maintains secure offices, workspaces, and facilities and has
24 controlled access into its buildings.

25 36. GoSecure’s Asserted Trade Secrets also have substantial independent economic
26 value and have helped GoSecure gain traction with key potential customers who also recognized
27 the value GoSecure brings to the table. Industry stakeholders have recognized the value of
28 GoSecure’s products, and the trade secrets on which they rely, including by bestowing more than

1 a dozen prestigious awards on GoSecure. Among the company's many accolades, GoSecure was
2 named a Gartner Cool Vendor in 2014. In 2015, CRN named the company's solutions on their list
3 of the year's 10 coolest network security products. In 2016, GoSecure was given a SANS Best of
4 Award for Endpoint Detection and Response. And in 2017 the GoSecure's patented Digital DNA
5 technology was awarded a 5-star review by SC Media, and GoSecure was named to the JMP
6 Securities Super 60 list of the hottest privately held internet security, network and storage
7 companies. In addition, the value of the Asserted Trade Secrets is reflected in the substantial unjust
8 enrichment CrowdStrike has received by improperly using them.

9 **C. Defendants Seek Out GoSecure's Highly Valuable Trade Secrets**

10 37. Like so many California startup companies working to commercialize their
11 innovative technologies, GoSecure sought investment from venture capitalists and sought out
12 talented, knowledgeable individuals to work for the Company.

13 38. In the fall of 2010, one of CrowdStrike's future cofounders, the former CTO of
14 McAfee and founding and current CEO of CrowdStrike, Mr. George Kurtz asked to arrange a visit
15 to GoSecure's offices in Santa Monica, California, purportedly to engage in a technical discussion
16 regarding the future of the cybersecurity industry. Over the course of that visit, which took place
17 in or around November 2010, Mr. Kurtz received detailed technical information about [REDACTED]
18 [REDACTED] and was so impressed by GoSecure's technology that he expressed
19 interest in serving on GoSecure's Board of Directors and assuming a managerial role at the
20 company.

21 39. Then, on or around, September 20, 2011, GoSecure was introduced to another
22 McAfee employee, Mr. Dmitri Alperovitch. Following that introduction, Mr. Alperovitch
23 expressed deep interest in GoSecure's technology, claiming that GoSecure was an extremely
24 interesting opportunity and very relevant technology for the evolving cyber threat environment.
25 Just a couple months later, around November 2011, Mr. Alperovitch began serving as a member
26 of GoSecure's Board of Directors, after signing a confidentiality agreement with GoSecure on
27 November 4, 2011. Mr. Alperovitch held that position through May 2012, actively carving out a
28 role as a technical liaison between GoSecure's Board and the company's engineering team. As

1 part of that role, Mr. Alperovitch assumed responsibility for gathering substantial amounts of
2 highly sensitive data from the company's engineering team under the guise of distilling that
3 technical information into terms that non-technical members of the Board would understand.

4 40. While on the Board, Mr. Alperovitch recruited Mr. Gould to work at GoSecure as
5 a senior engineer. After agreeing to maintain the confidentiality of GoSecure's confidential
6 information pursuant to his employment agreement, Mr. Gould engaged with GoSecure's
7 engineering team and received access to nearly all of GoSecure's research and development
8 information, including all of GoSecure's confidential source code and other data, information,
9 strategies, and methods that form the basis of GoSecure's Asserted Trade Secrets.

10 41. Mr. Alperovitch and Mr. Gould had access to GoSecure's most valuable and
11 confidential information when [REDACTED]

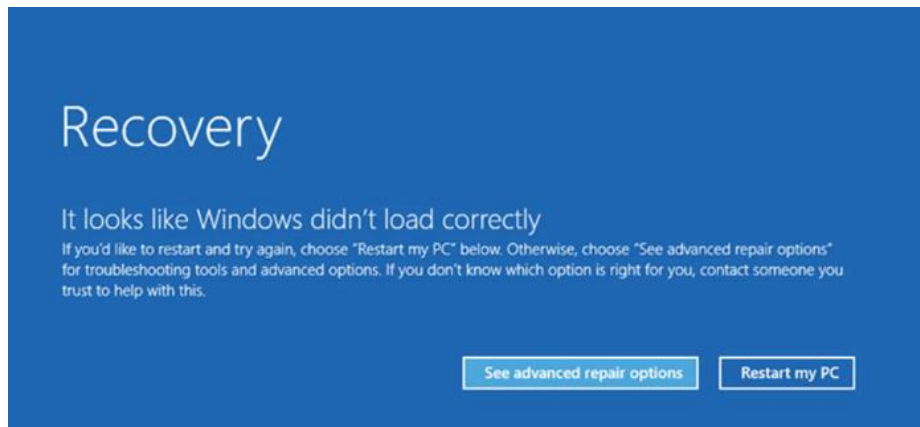
12 [REDACTED]
13 [REDACTED]
14 [REDACTED] Mr. Alperovitch, through his role at the Board, also became privy to the
15 company's [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 42. Unbeknownst to GoSecure, Mr. Alperovitch and Mr. Kurtz had founded a new
20 company called CrowdStrike to provide offerings that would compete with GoSecure's
21 technology. Then, in or around March 2012, while he was still a member of GoSecure's Board
22 and thus owed fiduciary duties to the company, Mr. Alperovitch recruited Mr. Gould to leave
23 GoSecure and join CrowdStrike so that he could, on information and belief, work on
24 CrowdStrike's copycat initiatives and products to unfairly compete against GoSecure. It was not
25 until months later, in or around May 2012—after Mr. Alperovitch had already spent six months
26 gathering confidential information while serving on GoSecure's Board of Directors—that
27 Mr. Alperovitch stepped down from the Board.

1 43. After Mr. Alperovitch left GoSecure, he continued working at CrowdStrike as its
2 Chief Technology Officer and in collaboration with Mr. Gould until 2020. While Mr. Alperovitch
3 and Mr. Gould had every right to leave GoSecure, and even to compete against GoSecure, the
4 company rightfully expected that Mr. Alperovitch and Mr. Gould would comply with their
5 confidentiality obligations to GoSecure and recognized that Defendants' pervious access to
6 confidential information did not mean they would engage in wrongdoing. But unbeknownst to
7 GoSecure, Mr. Alperovitch and Mr. Gould had taken GoSecure's confidential information to
8 unlawfully use it to develop CrowdStrike's competing technologies.

9 **D. GoSecure Discovers Defendants' Misappropriation**

10 44. On July 19, 2024, millions of computer users around the world were confronted
11 with an error message, written across a "Blue Screen of Death" ("BSOD") that noted that the
12 Windows operating system on their computers had failed to load correctly.



21 45. News outlets across the globe began reporting on this "massive, far-reaching and
22 sudden"¹ global outage that "disrupted operations across industries such as banks, hospitals and
23 911 call centers, plus grounded flights and hampered public transit systems."² The global outage
24 impacted "millions of users" and "touched almost every industry."³ Experts referred to the

25 _____
26 ¹ <https://www.npr.org/2024/07/19/g-s1-12222/microsoft-outage-banks-airlines-broadcasters>

27 ² <https://www.usatoday.com/story/money/2024/07/19/global-outage-communications-systems/74465953007/>

28 ³ <https://www.wsj.com/tech/microsoft-reports-major-service-outage-affecting-users-worldwide-328a2f40>

1 catastrophe as “the largest IT outage of all time, and one estimate suggested the incident will cost
2 U.S. Fortune 500 companies \$5.4 billion in total direct financial loss.”⁴ Within hours, “[m]ore
3 than 2,000 flights originating or landing in the U.S. were canceled ... and more than twice that
4 number were delayed.”⁵ As one internet security analyst remarked: “[t]his is basically what we
5 were all worried about with Y2K, except it’s actually happened this time.”⁶

6 46. By 11:30 a.m. EDT on the day of the outage, the Cybersecurity and Infrastructure
7 Security Agency, a division of the U.S. Department of Homeland Security, acknowledged that it
8 was “aware of the widespread outage affecting Microsoft Windows hosts due to an issue with a
9 recent CrowdStrike update.”⁷ CrowdStrike issued a press release confirming that it was “aware of
10 reports of crashes on Windows hosts related to the Falcon Sensor,”⁸ which provides the data on
11 which the Falcon Platform runs.

12 47. In the ensuing days and weeks, white-hat investigators around the world began
13 analyzing the BSOD event and publicly disclosing—for the benefit of the community—findings
14 that provided new insight into the functionality of CrowdStrike’s Falcon Platform. Significantly,
15 analysis by white-hat investigators [REDACTED]

[REDACTED]

23
24 ⁴ [https://www.crn.com/news/security/2024/crowdstrike-microsoft-s-windows-kernel-update-
process-was-followed](https://www.crn.com/news/security/2024/crowdstrike-microsoft-s-windows-kernel-update-process-was-followed)

25 ⁵ <https://www.npr.org/2024/07/19/g-s1-12222/microsoft-outage-banks-airlines-broadcasters>

26 ⁶ *Id.*

27 ⁷ [https://www.cisa.gov/news-events/alerts/2024/07/19/widespread-it-outage-due-crowdstrike-
update](https://www.cisa.gov/news-events/alerts/2024/07/19/widespread-it-outage-due-crowdstrike-update)

28 ⁸ [https://www.crowdstrike.com/wp-content/uploads/2024/07/Tech-Alert-Windows-crashes-
related-to-Falcon-Sensor-2024-07-19.pdf](https://www.crowdstrike.com/wp-content/uploads/2024/07/Tech-Alert-Windows-crashes-related-to-Falcon-Sensor-2024-07-19.pdf)

1 48. The information in these public post-mortem analyses of the BSOD event were not
2 previously available to GoSecure. They showed, for the first time, that CrowdStrike built its
3 Falcon Platform using illicitly obtained trade secrets from GoSecure. More specifically [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] These white-hat disclosures further confirmed that [REDACTED]
8 underlying CrowdStrike's Falcon Platform relies on GoSecure's trade secrets, [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 [REDACTED] In other words, information that was not previously available but publicly disclosed by
12 white-hat investigators in July 2024 showed that [REDACTED]
13 [REDACTED], all of which constitutes

14 information CrowdStrike and its founding employees could not have obtained from other sources
15 except GoSecure. And in response to the outage, CrowdStrike confirmed that its current
16 architecture has been in place since the Falcon Platform's inception, *i.e.*, shortly after Defendants
17 misappropriated GoSecure's valuable trade secrets.

18 49. These public disclosures finally provided insight into how CrowdStrike was able to
19 launch products that effectively competed with GoSecure's core offerings shortly after
20 CrowdStrike's founding, when it took numerous skilled engineers at GoSecure years of research,
21 implementation, and iteration to develop the same technology. Without the BSOD event in
22 July 2024, and the ensuing analysis by white-hat investigators, GoSecure would not have
23 discovered that CrowdStrike had acted in concert with Mr. Alperovitch and Mr. Gould to
24 misappropriate GoSecure's highly valuable trade secrets.⁹

25 _____
26 ⁹ Indeed, GoSecure was prohibited from purchasing or licensing CrowdStrike's products to
27 analyze or reverse engineer them to determine whether they misappropriated GoSecure's trade
28 secrets because CrowdStrike's Software Terms of Use specifically provide that users of its
products may not "reverse engineer, decompile, disassemble or otherwise attempt to derive the
source code for the Software," which is expressly defined to include the "Falcon Sensor."
<https://www.crowdstrike.com/en-us/software-terms-of-use/>.

1 **FIRST CAUSE OF ACTION**

2 **(Misappropriation of Trade Secrets –**

3 **California Uniform Trade Secrets Act, Cal. Civil Code §§ 3426 *et seq.*)**

4 50. GoSecure realleges and incorporates by reference the allegations set forth in the
5 preceding paragraphs of this Complaint.

6 51. GoSecure is the sole and exclusive owner of confidential trade secret information
7 misappropriated by Defendants, including but not limited to, GoSecure's [REDACTED]
8 [REDACTED]
9 [REDACTED] including GoSecure's Titan Platform and
10 its predecessors.

11 52. GoSecure intended to use, and continues to use, its confidential trade secret
12 information in California, including in connection with its continued development and promotion
13 of its cybersecurity products.

14 53. GoSecure derives economic value from the fact that its confidential trade secret
15 information is not generally known to persons who can obtain economic value from its disclosure
16 or use, outside of GoSecure.

17 54. GoSecure takes reasonable measures under the circumstances to protect the secrecy
18 of such trade secrets and confidential and proprietary information, including as described in
19 Paragraph 35 above, and specifically with respect to disclosures made to Messrs. Alperovitch and
20 Gould.

21 55. During their time working in collaboration with GoSecure, Messrs. Alperovitch and
22 Gould acquired GoSecure's confidential trade secret information under circumstances giving rise
23 to a duty to maintain the secrecy of GoSecure's confidential trade secret information.

24 56. During their time working in collaboration with GoSecure, Messrs. Alperovitch and
25 Gould improperly accessed, copied, used, and disclosed to others GoSecure's confidential trade
26 secret information, including for their own benefit and for the benefit of CrowdStrike, in violation
27 of their obligations to GoSecure.
28

1 57. Defendants misappropriated GoSecure's trade secrets, have used, and continue to
2 use GoSecure's trade secrets without authorization and in violation of their obligations that they
3 knew or should have known created an obligation to limit the use of such information for their
4 own benefit, including the benefit of CrowdStrike. On information and belief, Defendants have
5 also disclosed GoSecure's trade secrets even though they knew or should have known that such
6 disclosures violated their legal obligations to maintain the secrecy of GoSecure's trade secret
7 information.

8 58. As a direct and proximate result of Defendants' willful, improper, and unlawful
9 misappropriation of GoSecure's confidential trade secret information, GoSecure has suffered, and
10 will continue to suffer, damages while Defendants have been unjustly enriched, in an amount to
11 be proven at trial.

12 59. Pursuant to California Civil Code Section 3426.3(a)-(b), GoSecure is also entitled
13 to damages for actual loss and unjust enrichment not addressed in computing damages for actual
14 loss, or a reasonable royalty.

15 60. Defendants' acts of misappropriation of GoSecure's trade secret information were
16 (and are still) willful and malicious and warrant an award of exemplary damages and attorneys'
17 fees under California Civil Code Sections 3426.3(c) and 3426.4.

18 61. In addition, GoSecure has been and will continue to be irreparably harmed unless
19 Defendants are enjoined under California Civil Code Section 3426.2 from further use and/or
20 disclosure of GoSecure's confidential trade secret information.

21 **SECOND CAUSE OF ACTION**

22 **(Breach of Contract – Against Alperovitch and Gould)**

23 62. GoSecure realleges and incorporates by reference the allegations set forth in
24 paragraphs 1-49 of this Complaint.

25 63. As alleged above, Mr. Alperovitch and Mr. Gould entered into valid and binding
26 contracts with GoSecure.

27 64. GoSecure materially performed its obligations under these valid and enforceable
28 agreements, including by making monetary payments to Mr. Alperovitch and Mr. Gould.

65. Mr. Alperovitch and Mr. Gould breached their contractual obligations to GoSecure by failing to maintain the confidentiality of, and by unlawfully using or using for impermissible purposes, GoSecure's proprietary or confidential information.

66. Neither Mr. Alperovitch nor Mr. Gould was excused from performing all, or substantially all, of their duties under their agreements with GoSecure or its predecessor companies, and all conditions under the agreements required for their performance occurred.

67. Mr. Alperovitch and Mr. Gould's breaches of their agreements with GoSecure have caused foreseeable damage to GoSecure, including at least the loss of value of GoSecure's proprietary information and Asserted Trade Secrets. As a result, GoSecure is entitled to damages in an amount to be determined at trial and equitable relief.

REQUEST FOR JURY TRIAL

GoSecure hereby demands a trial by jury on all claims and issues so triable presented in this complaint.

PRAYER FOR RELIEF

WHEREFORE, GoSecure respectfully prays for relief as follows:

1. Judgment in GoSecure's favor and against Defendants on all causes of action;
2. Compensation in an amount to be proven at trial, including but not limited to unjust enrichment, actual losses, lost profits, and/or imposition of a reasonable royalty;
3. Pre-judgment interest;
4. Post-judgment interest;
5. Exemplary damages, including pursuant to California Civil Code Section 3426.3(c) and as otherwise and to the extent provided by law;
6. Attorneys' fees, including pursuant to California Civil Code Section 3426.4;
7. An order awarding restitution of the monies Defendants wrongfully acquired by their wrongful and illegal conduct;

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8. Preliminary and permanent injunctive relief to prevent use by Defendants of any of the trade secrets belonging to GoSecure or any information, strategies, business methods, or anything else derived from GoSecure’s trade secrets;
9. An order requiring Defendants to account for all gains, profits, and advantages derived from their misappropriation of GoSecure’s confidential, proprietary, or trade secret information;
10. An order requiring Defendants to disgorge all profits, in the past and in the future, earned from their unlawful conduct;
11. An order that Defendants immediately assign, transfer, and return all right, title, and interest in the GoSecure trade secrets that they misappropriated and all other GoSecure confidential information that was improperly used by Defendants, in all forms and in all manners in which they now exist, whether in electronic form, paper format, or in any other tangible or intangible entitlement or format, so that GoSecure retains all legal and equitable title in its trade secrets and confidential information;
12. An order awarding witness fees and litigation costs in an amount according to Proof;
13. An order awarding costs of suit incurred by GoSecure; and
14. Any further relief that this Court deems just and proper.

1 Dated: November 15, 2024

Respectfully submitted,

2
3 **LATHAM & WATKINS LLP**

4 By /s/ S. Giri Pathmanaban

S. Giri Pathmanaban

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6 Arman Zahoory (SBN 306421)

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13 Fax: (212) 751-4864

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17 Telephone: (415) 391-0600

18 Fax: (415) 395-8095

19 Daniel S. Todd (SBN 340576)

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20 300 Colorado Street, Suite 2400

Austin, Texas 78701

21 Telephone: (737) 910-7300

22 Fax: (737) 910-7301

23 *Attorneys for Plaintiff GoSecure, Inc.*

EXHIBIT 1

COUNTERTACK, INC.

**PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) by or retained as a consultant (or my consulting relationship being continued) by CounterTack, Inc., a Delaware corporation or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment or Consulting Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the “Relationship.”

2. **At-Will Relationship.** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

3. **Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, except to the extent necessary to perform my obligations to the Company under the Relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that “Confidential Information” means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours. I understand that “Confidential Information” includes, but is not limited to, information pertaining to any aspects of the Company’s business which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its customers or suppliers,

whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Prior Obligations.** I represent that my performance of all terms of this Agreement as an employee or consultant of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or proprietary information, or material belonging to any previous client, employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

4. **Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by or a consultant of the Company (collectively referred to as "Inventions"), except as provided in Section 4(e) below. I further acknowledge that all

inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are “works made for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant).

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company’s place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company’s business.

(d) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company.

(e) **Exception to Assignments.** As provided in California Lab. Code § 2870, this Agreement to assign my rights to Inventions shall not apply to any Invention that I developed entirely on my own time without using any of the Company’s equipment, supplies, facilities or trade secret information and: (a) that does not relate at the time of conception or reduction to practice of the Invention to the Company’s business or the Company’s actual or demonstrably anticipated research or development; or (b) that does not result from any work

performed by me for the Company. By executing this Agreement, I acknowledge that this Section 4(e) constitutes and that I have received any notice required by California Lab. Code § 2870. I will advise the Company promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

5. **Returning Company Documents.** I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

6. **Notification to Other Parties.**

(a) **Employees.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(b) **Consultants.** I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

7. **Solicitation of Employees, Consultants and Other Parties.** I agree that during the term of my Relationship with the Company, and for a period of one (1) year immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not, either directly or indirectly, (i) solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away, hire or otherwise engage the services of such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away, employees or consultants of the Company, either for myself or for any other person or entity, or (ii) using Confidential Information, solicit, entice or in any way divert any of the Company's customers or suppliers to do business with any person or business entity in competition with the Company.

8. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into with any third party, including without limitation any agreement to keep in confidence

proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

9. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(e) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) **Injunctive Relief.** I acknowledge that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of my obligations under this Agreement. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any such breach of this Agreement, and I specifically submit to the jurisdiction and venue of the courts of the State of Washington for purposes of any such action. I further agree that service of process upon me in any such action or proceeding may be made by United States mail, certified or registered, return receipt requested, postage prepaid.

(g) **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

COUNTERTACK, INC.



Signature

By: STAN FRAMINA
Printed Name

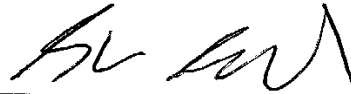
Title: VP

Date: 12/12/11

Address: 1901 N. Beauregard St. #380
Alexandria, VA 22311

EMPLOYEE:

Jeremy Gould, an Individual:



Signature

Jeremy Gould
Printed Name

Date: 12/7/11

Address: 430 Leonardo Avenue
Atlanta, GA 30307

[SIGNATURE PAGE TO PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT]

EXHIBIT 2

November 4, 2011

Dmitri Alperovitch
7903 Plum Creek Drive
Gaithersburg, MD 20879

Dear Mr. Alperovitch:

On behalf of the Board of Directors of NeuralIQ, Inc. (the "Company"), I am pleased to offer you the position as a member of the Company's Board of Directors ("Board"). Should you accept this position, and upon your election by the Board, you shall commence your service as a Director effective November __, 2011 (the "Commencement Date"). The following outlines some of the key elements applicable to your role as a Director.

Service. You will serve as a Director of the Company for an initial period of two (2) years following the Commencement Date or until your earlier resignation or removal as a Director of the Company. Under Delaware law and the Company's Certificate of Incorporation, By-laws and other applicable corporate documents, you may resign as a Director at any time, and you may be removed at any time as a Director by the Company stockholders or by the Board of Directors. After the initial two-year term, you may continue as a Director upon your mutual agreement with the Company and its Board of Directors. In your role as a Director, the Company will require that you be available to perform such duties as may be determined and assigned by the Board of Directors of the Company and pursuant to the Company's Certificate of Incorporation, By-laws and other applicable corporate documents. You agree to devote as much time as is necessary to perform completely your duties as a Director.

Meetings. We expect to hold meetings of the Board at least six (6) times per year. We also expect from time to time to call special meetings of the Board. As a Director, it is expected that you will use your reasonable best efforts to attend all meetings of the Board and any committees on which you serve and that you will be reasonably available to the Company for consultation and discussion on key strategic initiatives of the Company. Notwithstanding the foregoing, in accordance with the Company's By-laws, meetings that you cannot attend in person may be attended telephonically.

Compensation. In consideration of your services described above, the Company will provide you with the following:

1901 North Beauregard Street, Suite 380, Alexandria, VA 22311-1705
Ph: 703.224.3046 Fax: 703.224.3049

Option Grant. Following your appointment by the Board as a Director of the Company and the approval by the Company's Board, you will be issued an option (the "Option") to purchase 251,692 shares (the "Option Shares") of the Company's common stock, \$.0001 par value per share (the "Common Stock"). The Option shall be exercisable at a price per share equal to the fair market value of the Common Stock of the Company on the date of grant of the Option (as determined by the Board in accordance with Section 409A of the Internal Revenue Code of 1986, as amended). The Option that you receive hereunder shall be subject to such further terms and conditions as will be specified in the Company's to-be adopted 2011 Stock Option and Grant Plan (the "Plan") and subject to the terms of a non-qualified stock option agreement to be executed by you and the Company. All of the Option Shares shall be fully vested and immediately exercisable upon approval of the grant of the Option by the Company's Board. Upon exercise of the Option, the Option Shares shall be subject to a lapsing repurchase right by the Company as follows: In the event that for any reason you are no longer a Director of the Company (the "Termination") prior to the date that is twenty-four (24) months from the grant date of the Option, the Company (or its designee) shall have the option, but not the obligation, to purchase from you, and, in the event the Company exercises such option, you shall be obligated to sell to the Company at a price per share equal to the fair market value of the Common Stock of the Company on the date of grant of the Option, all or any part of the Option Shares less 1/24th of the Option Shares for each full month elapsed after the date of the Option grant that you continue to serve as a Director of the Company, as further described in a Restricted Stock Agreement to be executed by and between you and the Company.

Expenses. The Company will reimburse you for the reasonable out-of-pocket expenses incurred by you in attending meetings of the Board and of any committee on which you may serve upon submission by you of reasonable supporting documentation.

Indemnification. As a Delaware corporation, the Company has adopted provisions in its Certificate of Incorporation and By-Laws to indemnify directors to the maximum extent allowed under Delaware law. In addition, the Company maintains a Directors' and Officers' insurance policy for certain claims made against directors and officers.

Confidentiality. You agree that all Confidential Information (as defined below), whether or not disclosed orally or in writing, is and shall be the exclusive property of the Company. You shall not at any time, whether during or after the termination or cessation of your service as a member of the Board, without the written authorization of the Chief Executive Officer of the Company, unless and until the Confidential Information has become public knowledge without fault by you, (a) reveal any Confidential Information to any person or entity, except to employees of the Company who need to know such Confidential Information, (b) use or attempt to use any Confidential Information for any purposes (other than in the ordinary course of performing your duties as a director of the Company), or (c) use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss to the Company, whether directly or indirectly. The term "Confidential Information" shall include any information concerning the organization, business, business relationships or finances of the Company or of any third party which the Company is under an obligation to keep confidential or that is maintained by the Company as confidential. Such Confidential Information shall

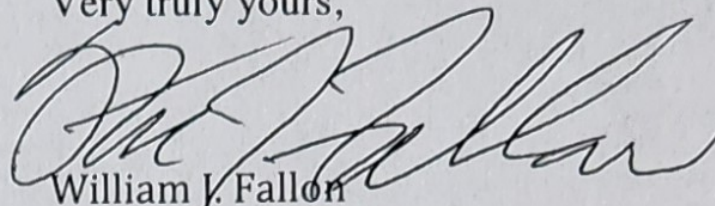
1901 North Beauregard Street, Suite 380, Alexandria, VA 22311-1705

Ph: 703.224.3046 Fax: 703.224.3049

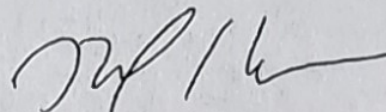
include, but is not limited to, trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, specifications, blueprints, engineering data, software programs, works of authorship, clinical testing programs, marketing material, customer lists, customer information, financial information, pricing information, personnel information, business plans or strategy, projects, plans and proposals.

If the foregoing is acceptable, please sign and return one copy to the undersigned at your earliest convenience. On behalf of the Company and its Board, we look forward to working with you.

Very truly yours,

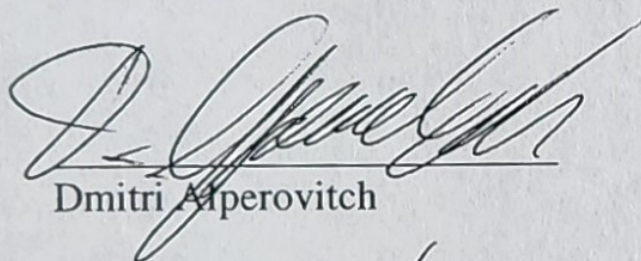


William J. Fallon
Chairman, Board of Directors
NeuralIQ, Inc.



Neal Creighton
Member of the Board of Directors
NeuralIQ, Inc.

Agreed to and Accepted:



Dmitri Alperovitch

Dated: 11/04/2011

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