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12 Attorneys for Total Recall Technologies

13
14 UNITED STATES DISTRICT COURT
15
16 NORTHERN DISTRICT OF CALIFORNIA

17 Total Recall Technologies,

18 Plaintiff,

19 vs.

20 Palmer Luckey and Oculus VR, Inc.,

21 Defendants.

CASE NO. 15-cv-02281

COMPLAINT

DEMAND FOR JURY TRIAL

22 Plaintiff Total Recall Technologies ("TRT" or "Partnership") alleges as
23 follows:

24 **NATURE OF THE ACTION**

25 1. TRT brings this action for Defendants' breach of contract and wrongful
26 exploitation and conversion of TRT intellectual and personal property in connection
27 with TRT's development of affordable, immersive, virtual reality technology.

28 **PARTIES**

1 Plaintiff TRT is a partnership by and between individuals Ron Igra
2 ("Igra") and Thomas Seidl ("Seidl"), which conducts business in Hawaii.

BACKGROUND

1
2 9. In 2010, Igra and Seidl began their partnership with the aim of
3 developing immersive 3D technology, including cameras and head mounted
4 displays.

5 10. In December 2010, Seidl met Luckey in connection with developing
6 head mounted displays and began an exchange of information about TRT's project.
7 Seidl informed Luckey that he wanted to keep their communications confidential.

8 11. On May 27, 2011, Igra and Seidl filed a patent application, entitled
9 "System and method for creating a navigable, three-dimensional virtual reality
10 environment having ultra-wide field of view." That application later issued as
11 United States Patent No. 9,007,430.

12 12. In 2011, Seidl and Luckey continued their discussions with Seidl
13 requesting that Luckey build a prototype to Seidl's specifications with parts paid for
14 by the Partnership. Seidl explained to Luckey that with the Partnership's initial
15 payment to Luckey, he expected exclusive rights to the design. Luckey agreed.

16 13. At all relevant times, the information provided to Luckey by TRT was
17 confidential, and TRT expected the information to remain confidential.

18 14. On August 1, 2011, Luckey executed a written "Nondisclosure,
19 exclusivity and payments agreement" contract with Seidl on behalf of the
20 Partnership. Two witnesses also executed the agreement on behalf of Luckey at
21 Luckey's direction: Tom Allan and Jeff Bacon.

22 15. Pursuant to the terms of the parties' contract, Luckey agreed, among
23 other things, to maintain information received from Seidl in the strictest confidence
24 and not to use confidential information received from Seidl for his own benefit.

25 16. On August 23, 2011, Luckey shipped a prototype head mounted display
26 to Seidl.

27
28

1 17. Throughout the latter half of 2011 and into 2012, Seidl provided
2 confidential feedback and information to Luckey in order to improve the design of
3 the head mounted display.

4 18. Without informing the Partnership, on information and belief, Luckey
5 took the information he learned from the Partnership, as well as the prototype that
6 he built for the TRT using design features and other confidential information and
7 materials supplied by the Partnership, and passed it off to others as his own.

8 19. For instance, without informing the Partnership, in 2012 during the
9 term of the parties' agreement, Luckey pursued a Kickstarter campaign to promote a
10 highly immersive, wide field of view, stereoscopic headmounted display at an
11 affordable price – a device that Luckey named the Oculus Rift.

12 20. On June 12, 2012, Luckey formed Oculus LLC.

13 **CLAIMS FOR RELIEF**

14 **FIRST CAUSE OF ACTION**

15 **(Breach of Contract)**

16 **(As Against Luckey)**

17 21. TRT realleges and reincorporates by reference the allegations set forth
18 in paragraphs 1 through 20.

19 22. TRT entered into a contractual relationship with Luckey.

20 23. Luckey was obligated not to share any information, including
21 confidential information, provided to him by TRT or its partners with others or to
22 rely upon that information for his benefit.

23 24. Luckey was obligated not to use the property that was the subject
24 matter of the contract for his benefit.

25 25. Luckey was obligated not to work with others using Partnership
26 information during at least the first year of the contract.

27 26. TRT performed all conditions, covenants, and promises required to be
28 performed on its part.

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