

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

BP Products North America Inc.,

Plaintiff,

v.

Joseph Giljum,

Defendant.

Case No.

Jury Trial Demanded

COMPLAINT

Plaintiff, BP Products North America Inc. (“BP” or “Plaintiff”), for its Complaint against Defendant, Joseph Giljum (“Giljum” or “Defendant”), states as follows:

INTRODUCTION

1. This is an action for injunctive relief and damages arising out of Giljum’s breaches of contract, breach of his fiduciary duty, breach of his duty of loyalty, conversion, his threatened and actual misappropriation of BP’s trade secrets and highly confidential information, and for his fraudulent use of BP’s protected computers. BP seeks to require Giljum to return to BP its trade secrets and confidential information, to enjoin him from utilizing or disclosing BP’s trade secrets and confidential information, and to enjoin him from working in a capacity in which he threatens to or will utilize or disclose BP’s trade secrets and confidential information. BP also seeks damages it has suffered as a result of Giljum’s unlawful actions.

2. Over the last several months, Giljum has been negotiating a job offer with one of BP’s competitors in the oil trading business. He has also been in discussions with a former BP trader now working at this competitor, James Chrystal (“Chrystal”).

3. On April 17, 2017, Giljum and Chrystal agreed to a plan that would put them in a position to, in Giljum's words via GMail, "crush the competition" using BP's proprietary and confidential information in Giljum's new position with BP's competitor.

4. BP discovered Giljum's unlawful activities, which included soliciting confidential information from internal BP sources, exfiltrating confidential information from BP's proprietary systems, amassing large volumes of BP's confidential data, preparing to disclose and disclosing confidential information to Chrystal and possibly other third parties, attempting to conceal his actions, attempting to delete evidence, and actually destroying some evidence of his actions.

5. On March 7, 2017, Giljum solicited and received confidential and proprietary information from BP analysts in the Singapore office regarding competitive intelligence for Chinese tankage and BP's methodology for Chinese supply/demand balances. On March 21, 2017, Giljum texted Chrystal, "Been conjuring up some China balances ... Want to get cracking on this."

6. On March 13, 2017, Giljum exchanged text messages with Chrystal regarding "key" information Chrystal wanted Giljum to obtain, including BP's highly valuable and proprietary information.

7. That same day, Giljum conducted Google searches on his personal computer that included: "permanently delete iphone texts" and "permanently delete imessages iphone" and "delete all from icloud" and "test if message deleted" and "whip [sic] icloud" amongst others.

8. Giljum admittedly sought out and compiled over 950 business files containing BP's highly valuable, proprietary and confidential information into a folder on the desktop of his BP work computer. Then, between April 16-18, 2017, Giljum uploaded these files to his personal file-sharing/cloud storage account on Amazon Cloud Drive.

9. On April 16, 2017, Giljum sent an email to another individual, a forensic accountant, stating: “going to need your help cleaning out a computer, wouldn’t mind your help with a phone ...”

10. On April 17, 2017, Giljum sent an email to the same forensic accountant seeking help to wipe his laptop, “so at the very least they can’t see anything I may have uploaded to a [sic] amazon site. hopefully pretty simple procedure to cover m[sic] tracks.”

11. On April 17, 2017, Giljum exchanged emails with Chrystal disclosing highly confidential and proprietary information. These emails were sent using their personal GMail accounts, they having earlier agreed to no longer use their instant messaging devices for fear of their actions and communications being discovered.

12. On April 18, 2017, Giljum searched for and visited an Amazon storefront website of Pro Softnet Corporation’s iDrive product, which is an online file backup service.

13. On April 19, 2017, Giljum conducted a Google search on his personal computer for “remove auto text iphone.”

14. On April 20, 2017, Giljum downloaded the over 950 files from his Amazon Cloud Drive account (which came from his BP laptop just days prior) in a single ZIP file to his personal computer (a Surface Pro 4 tablet). Giljum then deleted all of the files in his Amazon Cloud account, apparently in an effort to cover his tracks.

15. Between April 19th and 20th, 2017, Giljum also accessed certain files on his Google Drive Account, another file-sharing/cloud storage service. On April 23, 2017, similarly, Giljum’s Internet history reveals he accessed the web frontend for DropBox, another file-sharing/cloud storage service.

16. Based on the wealth of information discovered from Giljum's smartphone, work and personal computers, and Amazon Cloud Drive account, BP knows that Giljum already has misappropriated BP's confidential and trade secret information. BP is concerned that Giljum will improperly use this information to compete against BP unfairly, and that Giljum has plans to continue to do so when he begins employment with BP's competitor.

17. BP seeks to enjoin Giljum from directly or indirectly: (a) possessing BP's confidential and trade secret information; (b) utilizing or disclosing BP's confidential and trade secret information; and/or (c) breaching his agreement with BP.

18. BP seeks to require Giljum to account for the whereabouts of its trade secrets and confidential information and to produce for inspection all computers and other media devices on which BP's confidential and trade secret information may currently reside or on which such information was previously stored.

19. BP seeks damages (including attorneys' fees) it has suffered as a result of Giljum's actions and BP's efforts to recover and protect its confidential and trade secret information.

PARTIES

20. Plaintiff, BP Products North America Inc. ("BP"), is a Maryland corporation.

21. BP's principal operating office is located at, 150 West Warrenville Road, Naperville, IL 60563.

22. At all times mentioned herein, BP has maintained an office located at, 30 South Wacker Drive, Chicago, IL 60606 ("Chicago Office"), where it conducts commodity trading activities.

23. Defendant, Joseph Giljum ("Giljum"), is a former BP Crude Bench Analyst in the Chicago Office. Giljum currently resides at 4245 Linden Ave, Western Springs, IL 60558.

JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, because Plaintiff's claims in Count VI (Defend Trade Secrets Act, 18 U.S.C. § 1836(b)) and Count VII (Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4)) arise under federal law.

25. This Court has supplemental jurisdiction over Plaintiff's claims in Counts I-V pursuant to 28 U.S.C. § 1367(a) because they "form part of the same case or controversy under Article III of the United States Constitution."

26. This Court has personal jurisdiction over Giljum because he is a resident in the Northern District of Illinois. Furthermore, pursuant to the terms and conditions of Giljum's employment, Giljum agreed to be subject to the personal jurisdiction of Illinois courts. *See* Exhibit A.

27. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to BP's claims occurred in this judicial district.

EVENTS GIVING RISE TO THIS ACTION

A. BP's Business

28. BP is a leading supplier and manager of gas and energy in retail, wholesale, and trading markets.

29. The Integrated Supply and Trading business unit ("IST") is the commercial face for BP. It sells oil, natural gas, and other natural resources, and buys everything that goes into BP's refineries, airports, and retail sites on the open financial markets. IST also provides marketing services to smaller producers of crude oil and gas and helps to optimize the crude oil procurement and operation of other refineries. IST also provides risk management and hedging services for consumers or small producers of oil and gas.

30. IST creates long-term value from BP assets by managing the flow of the commodities. BP capitalizes on the synergies created by a combination of knowledge of safe and reliable energy production and asset management and experience of global markets, which stems from these departments.

31. IST trades a varied range of products including oil, natural gas, liquefied natural gas, currencies, metals and financial derivatives.

32. Analysts in IST (like Giljum) have access to highly confidential and proprietary information in the usual course of their job responsibilities. Analysts must access confidential information that informs the financial models they build to predict commodity prices and helps them to achieve the best margins for BP. This valuable information includes BP's trading philosophy, product-specific or geography-specific financial models, access to information regarding business inputs and outputs, supply, and demand coming from BP's natural resource exploration operations, etc.

33. BP has taken and continues to take great efforts to maintain the confidentiality of its proprietary and confidential information. Indeed, all front office personnel with access to confidential information are required to sign an Employment Terms and Confidentiality Agreement, which includes a post-resignation leave period designed to keep these individuals out of the market for a pre-determined period after leaving BP. *See* Exhibit A.

34. BP maintains the information described above in protected computer files, which are accessible only by use of secret passwords, to which only BP employees have access. BP avoids unauthorized access to its databases by means of sophisticated electronic and computer software security devices, and maintains security at its Chicago Office. BP's confidential

proprietary information constitutes BP's most important asset and is essential to BP's competitive advantage in the natural gas and oil markets.

35. BP must ensure that all of its employees who are involved in trading activities are well versed in the legal and ethical requirements of the complex markets in which they work. Therefore, BP ensures all these employees, including all analysts and traders, are knowledgeable about the high standards of ethical conduct required through mandatory training programs called Passport to Work.

36. The highly confidential, proprietary information described above appears in no directory or other publicly available source and is neither commonly known nor easily discoverable by BP's competitors. Thus, the detailed, proprietary information that BP has gathered to predict prices in commodities trading has actual or potential independent economic value.

37. This highly confidential information is extremely harmful in the possession of a competitor who can easily interpret the information and take financial positions based on this information almost instantaneously.

B. Giljum's Employment With BP

38. Giljum is a former BP employee. From May 3, 2010 to April 25, 2017, BP most recently employed Giljum as a Crude Bench Analyst in BP's Global Oil division within the IST business unit. As a Crude Bench Analyst, Giljum was responsible for analyzing short and long-term oil supply dynamics, covering North American crude oil markets, and their macroeconomic impact on the U.S. economy.

39. During his employment with BP as a Crude Bench Analyst, Giljum had access to and use of BP's highly confidential and proprietary information.

40. On or before November, 2016, Giljum began discussing possible employment with a BP competitor who currently employs former BP trader, James Chrystal.

41. On or about April 15, 2017, Giljum accepted a job offer from the same BP competitor.

42. On April 18, 2017, Giljum abruptly resigned his employment with BP. BP immediately placed him on paid leave pursuant to his employment agreement.

C. Giljum's Contractual Obligations Owed To BP

43. Throughout Giljum's employment with BP, he promised to keep BP's confidential business information secret and not to use such information for his own benefit or that of third parties.

44. On January 23, 2014, Giljum executed an employment agreement ("the Agreement") with BP. *See* Exhibit A.

45. The Agreement imposed obligations on Giljum to maintain the confidentiality of certain information:

"You agree that you will not, at any time during or after your employment with the Company [BP], make any unauthorized disclosure of any BP Confidential Information or use or seek to use BP Confidential information for any purpose not connected with BP's legitimate business interest." *See* Exhibit A.

46. The Agreement imposed obligations on Giljum regarding the possession of confidential information:

"You agree to return any and all Confidential Information to BPPNA [BP] within three (3) business days of your termination of employment, or sooner if requested by BPPNA [BP]." *See* Exhibit A.

47. The Agreement imposed obligations on Giljum in addition to any prior obligations of confidentiality already undertaken:

“This agreement is supplemental to any prior undertaking of confidentiality to which you have agreed as part of your employment with BPPNA [BP].” *See* Exhibit A.

48. The Code of Conduct sets the general standard of conduct for all BP employees. Under BP’s Code of Conduct, Giljum has an obligation to maintain the confidentiality of BP’s information.

49. The Code of Conduct expressly requires BP employees to maintain in confidence BP’s proprietary information and trade secrets:

“Protect BP information. When handling confidential and secret information be especially careful by encrypting it when required and sharing it only with authorized parties.”

50. Giljum received extensive training as part of the mandatory IST Passport to Work program. Through this training program, BP teaches all of its market facing employees how to avoid self-dealing and breaches of loyalty to BP. During regular and repeated Passport to Work training programs, Giljum agreed to abide by the policies, procedures, and controls that BP had in place to protect its information, trade secrets, and to avoid activities that place BP’s interests in conflict with his own personal interests or that of third parties.

D. Giljum Violates His Obligations To BP

51. Giljum willfully and maliciously engaged in unlawful activities against BP’s interest with the intent to defraud BP.

52. These activities include acquiring, preparing to disclose, and disclosing, confidential information and trade secrets to third parties, attempting to conceal his actions, destroying evidence, and soliciting confidential information from internal BP sources.

53. On March 7, 2017, Giljum solicited confidential and proprietary information from BP analysts in the Singapore office regarding China balances and BP’s proprietary models on

how to achieve them. Giljum obtained BP's confidential insight into the tankage capacity of crude oil in China from these analysts. Then, on March 21, 2017, Giljum reported to Chrystal, "Been conjuring up some China balances ... Want to get cracking on this."

54. On March 13, 2017, Giljum exchanged text messages with Chrystal regarding "key" information Chrystal wanted Giljum to obtain from BP: one of BP's highly confidential and proprietary financial models. Giljum responded affirmatively and promised to send a follow-up note with more details.

55. On April 13, 2017, Giljum emailed Chrystal, "Cool just need to get something systematic in place so we can also pull from it for all of the runs models. Shouldn't be difficult at all. Getting fired up."

56. On April 16-17, 2017, in an email exchange between Giljum and Chrystal, Giljum shared a running list of resources BP relies on to develop its financial models and trade positions. Chrystal responded to the list by stating whether he already has access to this information.

57. Giljum admits that he compiled over 950 business files of BP's competitive intelligence and analytics, which are highly valuable proprietary and confidential information, into a folder on the desktop of his work computer. The folder of BP's files is labeled "JPG," which is both Giljum's initials and a common file extension name for picture files.

58. The JPG file contains subfolders named for Giljum's family members and dogs ("Bean," "Elsa," "Grace," "Mei," "Sharon," and "Sophia"). However, the actual files contained in these subfolders contain BP's highly confidential information, including many proprietary financial models. Giljum used family names to designate the "JPG" subfolders to create a false sense that the subfolders contained pictures of his family. This was a ruse designed to conceal the true nature of the subfolders.

59. On April 16-18, 2017, Giljum uploaded the over 950 business files described above from his BP computer to his personal file-sharing/cloud storage account on Amazon Cloud Drive. Giljum's Amazon Cloud Drive account login and session information shows that Giljum's computer could have spent up to six-and-a-half hours uploading files to this account during that period.

60. On April 17, 2017, Giljum disclosed to Chrystal BP's predicted crude oil balances in Cushing, Oklahoma. This is highly confidential and valuable information, and one of BP's sources of competitive advantage within the crude oil markets. Improperly used by Chrystal, or any competitor, this information is damaging to BP's Crude Oil Bench in May 2017.

61. On April 17, 2017, in an email to Chrystal, Giljum affirmed his intention to use BP's confidential and proprietary information in order to "get this machine up and running" at his new employment, and to "crush the competition" with Chrystal.

62. On April 20, 2017, Giljum downloaded the over 950 files from his Amazon Cloud Drive account (which came from his BP laptop just days prior) in a single ZIP file to his personal computer (a Surface Pro 4 tablet). Giljum then deleted all of the files in his Amazon Cloud account, apparently in an effort to cover his tracks.

63. Giljum engaged in the following communications relating to his improper conduct, concealment of his improper conduct, and destruction of evidence:

- On March 13, 2017, Giljum and Chrystal exchanged the following text messages:

Giljum: "Gmail to gmail"

Chrystal: "Sure"

Giljum: "Unless you think text is better" "Also happy I don't put messages on iCloud" "But gonna whip [sic] it all anyway" "Just photos".

Chrystal: "Gmail is fine".

- On March 15, 2017, Giljum and Chrystal exchanged the following text messages:

Chrystal: “Figured maybe if you close to resigning, personal email might be better” “Bp phone makes me nervous”

Giljum: “For sure” “Going to toss this thing in the toilet before returning it”

Chrystal: “Lol”

Giljum: “Friend is a forensic accountant”

Chrystal: “Good way to get sued probably”

Giljum: “Going to have him take care of it all”

Chrystal: “Yeah that’s smart”. [On April 16, 2017, Giljum emailed a forensic specialist seeking help to destroy evidence of his unlawful activities.]

- On March 15, 2017, Giljum and Chrystal exchanged the following text messages:

Giljum: “Nothing about you and me or anything is known”

Chrystal: “Ok cool” “I get paranoid” “With bp” “They are nuts” “Nervous enough about hiring you as it is” “Given my 1 year ‘non solicit’” [Chrystal’s employment agreement with BP prohibited him from soliciting BP employees for one year; Chrystal has violated that prohibition by soliciting Giljum.]

- On March 15, 2017, Giljum and Chrystal exchanged the following text messages:

Chrystal: “Most worried about texts”

Giljum: “Will delete all no worries on that front” “Like I said my boy is partner at Navigant for this” “He can clean this up” “Plus with my leave people will just assume I am riding into sunset” “Which is my hope” “And was always my plan” “To avoid suspicion” [On April 16, 2017, Giljum emailed the partner at Navigant seeking help to destroy evidence of his unlawful activities.]

- On April 11, 2017, Giljum and Chrystal exchanged the following email messages:

Giljum: "Will email from here on out. But text aren't even on my icloud so nothing to trace, already looked into it. Wouldn't send it otherwise."

Chrystal: "just don't text me that shit" "i [sic] don't want to get sued" "thats [sic] toeing close to the line"

Giljum: "All good will just move to email from here on out."

Chrystal: "paranoid as it is. on top of that, smoke a lot of weed. makes me even more paranoid."

Chrystal: "just paranoid is all"

Giljum: "Don't you go tweaking out on me. Will put together a proper list this week to make sure we got it all covered before I pull the plug."

- On April 16-17, 2017, Giljum and an electronic forensics specialist, exchanged the following emails:

April 16, Giljum: "going to need your help cleaning out a computer. wouldn't mind your help on a phone but i [sic] only got till tomorrow morning on that one."

April 17, Robinson: "I can call you this afternoon - I am in Sullivan for a long Easter weekend..."

April 17, Giljum: "Can you chat tonight?" "so i [sic] need to whip my labptop [sic] so at the very least they can't see anything I may have uploaded to a [sic] amazon site. hopefully pretty simple procedure to cover m[sic] tracks."

- On April 20, 2017, Giljum sent the following text message to an unknown recipient:

Giljum: "I wouldn't worry, since they've got nothing on you so can't get after you" "Even if they try, they can't prove anything" "I mean is having files on my work computer a crime".

I. EFFECT OF GILJUM'S CONDUCT

64. With the departure of Giljum and the transfer of over 950 business files to his personal file-sharing account that may have already been disclosed to BP's competitor or may be in the future, BP is vulnerable to great losses in its oil trading positions.

65. Giljum's amassing of BP's confidential information and transferring it to himself with plans to use it in his employment with a BP competitor places BP at great risk. His actions pose imminent harm to BP beyond just significant monetary losses.

66. Giljum's actions are causing, threatening, and will continue to cause or threaten significant irreparable harm to BP, including the loss of valuable confidential and/or trade secret information, the loss of goodwill, damages to BP's reputation as an industry leader and its ability to successfully market its goods and services. Money alone cannot make BP whole.

Count I: Breach Of Contract

67. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-66.

68. The Agreement is a valid and enforceable agreement. *See* Exhibit A.

69. BP performed all of the duties and obligations it agreed to and owed Giljum under the Agreement. *See* Exhibit A.

70. Under the Agreement, Giljum is: (a) prohibited from "mak[ing] any unauthorized disclosure of any BP Confidential Information or use or seek to use BP Confidential Information for any purpose not connected with BP's legitimate business interest" at any time during or after [his] employment with [BP]; and (b) required to "return any and all Confidential Information to [BP] within three (3) business days of [his] termination of employment, or sooner if requested by [BP]. *See* Exhibit A.

71. The Agreement explicitly defines "Confidential Information" as:

“confidential and/or proprietary information and/or trade secrets of: (i) BPPNA and its affiliates (collectively “BP” or “Company”), including without limitation BP West Coast Products LLC, BP Oil International Ltd., BP Corporation North America Inc., BP Canada Energy Trading Company, BP Energy Company, BP Singapore Pte. Limited, and BP Canada Energy Company; and (ii) of customers of counterparties of BP which has been held by BP under obligation of confidentiality, including but not limited to information about its and their strategies, trading philosophy, pricing and margins, customers, employees and the industry not generally known to the public or not generally known to the public in the form in which they are maintained.” *See* Exhibit A.

72. In breach of his Agreement Giljum has disclosed confidential information and intends to use BP’s Confidential Information on behalf of himself and BP’s competitor. *See* Exhibit A.

73. As a result of Giljum’s breach, BP has been irreparably injured and continues to face irreparable injury. BP is threatened with losing the value of its confidential and trade secret information along with income and goodwill, for which a remedy at law is inadequate.

74. Giljum has breached his contractual obligations under the Agreement. *See* Exhibit A.

75. Giljum must be enjoined and restrained by Order of this Court. In addition to a remedy at equity, BP seeks actual, incidental, compensatory, and consequential damages, as well as its attorney’s fees (as set forth in the Agreement) expended in this action. *See* Exhibit A.

Count 2: Breach Of Fiduciary Duty

76. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-75.

77. As a Crude Bench Analyst, Giljum had a fiduciary duty of trust and confidence to BP. In the course of his employment, Giljum had access to BP’s highly confidential and proprietary information that was necessary for Giljum to carry out his job responsibilities.

78. Giljum's fiduciary obligations, included, without limitation, the duty to protect the confidentiality of BP's proprietary and confidential trade secret information and intellectual property, and the duty to refrain from unfairly competing with BP by and through use of BP's confidential, proprietary intellectual property and trade secret information.

79. Giljum has already breached his fiduciary obligation to BP by soliciting, acquiring, and amassing BP's confidential, proprietary and trade secret information, preparing to disclose this information, and disclosing other confidential, proprietary and trade secret information, all of which will assist BP's competitor in obtaining an advantage in its commodity trade positions in the short and long term.

80. As a direct and proximate cause of Giljum's breach of his fiduciary obligations, BP has been damaged in an amount to be determined at trial.

81. Giljum's actions violated his fiduciary duty to BP.

82. In carrying out the acts complained of herein, Giljum acted in complete disregard of his duties to BP and for the sole purpose of self-interest to the detriment of BP. He acted secretly in uploading and transferring over 950 of BP's confidential business files to his personal Amazon Cloud Drive account, then downloading these files from his Amazon Cloud Drive account to his personal Surface Pro 4 tablet, and finally deleting all of the files from the Amazon Drive Cloud account. BP is therefore, entitled to damages from Giljum in an amount to be determined at trial.

Count 3: Breach Of Duty Of Loyalty

83. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-82.

84. As a Crude Bench Analyst, Giljum had a duty of loyalty to BP. In the course of his employment, Giljum had access to BP's highly confidential and proprietary information that

was necessary for Giljum to carry out his job responsibilities. Furthermore, the Agreement imposed on Giljum a duty of loyalty during the employment relationship, which persisted through the notice period for separation of employment. *See* Exhibit A.

85. Giljum's duty of loyalty obligations included, without limitation, a prohibition on engaging in self-dealing and otherwise misappropriating BP's proprietary and confidential trade secret information and intellectual property.

86. Giljum has breached his fiduciary obligation to BP by soliciting, acquiring, and amassing BP's confidential, proprietary and trade secret information, preparing to disclose this information, and disclosing other confidential, proprietary and trade secret information, all of which will assist BP's competitor in obtaining an advantage in its commodity trade positions in the short and long term.

87. Giljum has breached his duty of loyalty to BP by amassing BP's confidential, proprietary and trade secret information for use in his new role at BP's competitor, by preparing to disclose this information, and by disclosing other confidential, proprietary and trade secret information to Chrystal (and to Chrystal's employer, a BP competitor), in order to enhance Giljum's success in his new role at BP's competitor.

88. Giljum has engaged in a quintessential act of self-dealing, by amassing BP's proprietary information and trade secrets in order to personally profit from them, against BP's interest.

89. Giljum's actions breached his duty of loyalty to BP.

90. As a direct and proximate result of Giljum's breach of his duty of loyalty, BP suffered and continues to suffer losses in the amount to be determined at trial.

**Count 4: Actual And Threatened Misappropriation Of Trade Secrets
(Illinois Uniform Trade Secret Act)**

91. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-90.

92. BP's confidential information includes, *inter alia*, information about its analytics, models, data sets, strategies, trading philosophy, pricing and margins, customers, employees and the industry not generally known to the public.

93. This information constitutes trade secrets, pursuant to the Illinois Uniform Trade Secret Act, 765 ILCS 1065/2(d), because BP derives independent economic value from this information not being generally known to the public and not being readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use, and because the information is the subject of reasonable efforts to maintain its secrecy.

94. Giljum actually misappropriated and threatens to inevitably misappropriate BP's trade secrets without its consent.

95. Giljum will be or is being unjustly enriched by the misappropriation of BP's trade secrets and confidential information, and, unless restrained, will continue to threaten to use, actually use, divulge, inevitably disclose, acquire and/or otherwise misappropriate BP's trade secrets and confidential information.

96. Giljum's actual and threatened misappropriation has been willful and malicious. For example, the week prior to his resignation, Giljum knowingly uploaded and retained BP's trade secrets both on an Amazon Cloud Drive account and then on his personal Surface Pro 4 tablet. However, on April 22, 2017, during BP's investigation into the matter, Giljum repeatedly lied to BP during its investigation -- denying that he had ever used an Amazon Cloud Drive account to store BP's confidential and proprietary information and denying that he had any BP

confidential or proprietary information on any personal electronic devices. Giljum did so with the specific intent to deceive BP and to avoid BP's continued investigation into his pre-resignation activities.

97. As a result of the threatened and/or actual misappropriation of BP's trade secrets, BP has been injured and faces irreparable injury. BP is threatened with losing its trade secrets and goodwill in amounts that may be impossible to determine unless Giljum is enjoined and restrained by order of this Court.

Count 5: Conversion

98. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-97.

99. BP has an absolute and unconditional right to the confidential and proprietary documents and information amassed and/or disclosed by Giljum because these documents and information were created by BP employees in the course of furthering BP's business interests. These documents and information represent part of BP's competitive advantage in the commodities trading marketplace, and BP is vulnerable to losses as a direct result of the disclosure of this information.

100. Over the course of BP's investigation, BP has made a demand for immediate possession of the documents and information; however, Giljum has refused to cooperate, be honest, or return the documents and information that he amassed.

101. Giljum exceeded his authorization to access these files when he did so with the intent to use them against BP's interests, in violation of his duty of loyalty to BP.

102. Giljum's actions constitute unlawful conversion under Illinois law.

**Count 6: Actual And Threatened Misappropriation Of Trade Secrets
(Defend Trade Secrets Act)**

103. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-102.

104. BP's trade secrets include, *inter alia*, information about its strategies, analytics, models, trading philosophy, pricing and margins, customers, employees, and the industry not generally known to the public. These trade secrets are used and are intended for use in interstate and/or foreign commerce.

105. This information constitutes BP's trade secrets, pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1839(3), because BP derives independent economic value from this information not being generally known to the public and not being readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use, and because the information is the subject of reasonable efforts to maintain its secrecy.

106. Giljum misappropriated BP's trade secrets by soliciting, acquiring and amassing BP's confidential, proprietary and trade secret information without BP's express or implied consent for use in his new role at BP's competitor, and further by preparing to disclose this information, and by disclosing other confidential, proprietary and trade secret information to Chrystal (and to Chrystal's employer, a BP competitor), in order to enhance Giljum's success in his new role at BP's competitor.

107. At the time of Giljum's acquisition, use and/or disclosure of BP's trade secrets, he knew that he acquired BP's trade secrets under circumstances giving rise to a duty to maintain the secrecy of the trade secrets.

108. Giljum will be or is being unjustly enriched by the misappropriation of BP's trade secrets and/or confidential information, and, unless restrained, will continue to threaten to use,

actually use, divulge, inevitably disclose, acquire and/or otherwise misappropriate its trade secrets and confidential information.

109. Giljum's actual and threatened misappropriation has been willful and malicious. For example, the week prior to his resignation, Giljum knowingly uploaded and retained BP's trade secrets both on an Amazon Cloud Drive account and then on his personal Surface Pro 4 tablet. However, on April 22, 2017, during BP's investigation into the matter, Giljum repeatedly lied to BP during its investigation -- denying that he had ever used an Amazon Cloud Drive account to store BP's confidential and proprietary information and denying that he had any BP confidential or proprietary information on any personal electronic devices. On information and belief, Giljum did so with the specific intent to deceive BP and to avoid BP's continued investigation into his pre-resignation activities.

110. Giljum's actions violate the Defend Trade Secrets Act, 18 U.S.C. § 1836(2)(b)(1).

111. As a result of the threatened and/or actual misappropriation of BP's trade secrets, BP has been injured and faces irreparable injury. BP is threatened with losing its trade secrets and goodwill in amounts, which may be impossible to determine, unless Giljum is enjoined and restrained by order of this Court.

Count 7: Violation Of Computer Fraud And Abuse Act

112. BP hereby repeats, realleges, and incorporates by reference the allegations, which are contained in Paragraphs 1-111.

113. Giljum's actions violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4).

114. Although as a Crude Oil Bench Analyst, Giljum had permission to access BP's confidential files, Giljum knowingly exceeded his authorized access to a protected computer when he accessed BP's confidential files in violation of his duty of loyalty to BP. Giljum

accessed BP's confidential files with the intent to defraud to BP by obtaining BP's valuable confidential information for his own use and/or disclosure to a third party in order to enhance Giljum's success in his new role at BP's competitor.

115. Giljum was aware that his actions needed to be concealed from BP because they were against BP's interests. In soliciting, acquiring, and amassing confidential BP files in concealed folders on the desktop of his work computer, uploading them to his personal Amazon Cloud Drive account, downloading the files onto his personal Surface Pro 4 tablet, and deleting the files in the Amazon Cloud Drive account, Giljum accessed BP's protected files on his computer with intent to defraud BP.

116. As a result of the threatened and/or actual misappropriation of BP's trade secrets, it has been injured and faces irreparable injury. BP is threatened with losing its trade secrets and goodwill in amounts, which may be impossible to determine, unless Defendants are enjoined and restrained by order of this Court.

PRAYER FOR RELIEF

BP Products North America Inc. seeks judgment in its favor and an Order against Defendant, Joseph Giljum, which grants the following relief:

- a. Temporarily, preliminarily, and permanently enjoining Defendant, and all parties in active concert or participation with him, from using or disclosing any of BP's confidential and/or trade secret information;
- b. Temporarily, preliminarily, and permanently enjoining Defendant from engaging in or participating in any employment or activity involving trading activity like that which he performed at BP;
- c. Temporarily, preliminary, and permanently enjoining Giljum from carrying out any job function at any employer in which he would have responsibilities the same or similar to a Crude Bench Analyst at BP, as Giljum poses a threat of inevitably disclosing BP's trade secrets and confidential information;

- d. Ordering Defendant, and all parties in active concert or participation with him, to return to BP all originals and copies of all files, devices and/or documents that contain or relate to BP's confidential and trade secret information, including without limitation, all computers, electronic media, PDA's and electronic storage devices;
- e. Ordering Defendant, and all parties in active concert or participation with him, to preserve all documents, data, and electronic information and to produce for inspection and imaging all computers and other electronic storage devices and email accounts belonging to, under the control of, accessible to, or operated by Defendant;
- f. Awarding BP damages for any unjust enrichment caused by Defendant to be proven at trial pursuant to: (i) the Illinois Trade Secrets Act, 765 ILCS 1065/4; (ii) the Defend Trade Secrets Act, 18 U.S.C. § 1836(2)(b)(3); including but not limited to, the disgorgement of any and all of Giljum's pay and benefits from BP during the period he acted against BP's interest;
- g. Awarding BP actual, incidental, compensatory, and consequential damages to be proven at trial pursuant to: (i) the Illinois Trade Secrets Act, 765 ILCS 1065/4(a); (ii) the Defend Trade Secrets Act, 18 U.S.C. § 1836(2)(b)(3); and (iii) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g);
- h. Awarding BP exemplary or punitive damages in an amount to be proven at trial due to Defendant's willful and malicious activities pursuant to: (i) the Illinois Trade Secrets Act, 765 ILCS 1065/4(b); and (ii) the Defend Trade Secrets Act, 18 U.S.C. § 1836(2)(b)(3)(C);
- i. Awarding BP its costs and expenses incurred herein, including reasonable attorneys' fees and interest pursuant to: (i) the Agreement; (ii) the Defend Trade Secrets Act 18 U.S.C. § 1836(2)(b)(3)(D); and (iii) the Illinois Uniform Trade Secret Act, 765 ILCS 1065/5; and
- j. Awarding BP such further relief as the Court deems necessary and just.

JURY DEMAND

Plaintiff requests trial by jury.

DATED: April 28, 2017

BP Products North America Inc.

By: *S/ Thomas J. Piskorski*

One of Its Attorneys

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