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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

3C, LLC, d/b/a 3CHI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:22-cv-01726
	)	
JAI JOURNAY,	)	
	)	
Defendant.	)	

**PLAINTIFF’S COMPLAINT**  
**FOR INJUNCTIVE RELIEF AND DAMAGES,**  
**AND DEMAND FOR TRIAL BY JURY**

Plaintiff 3C, LLC. d/b/a 3CHI (“3CHI”), by counsel, for its Complaint for Injunctive Relief and Damages against Defendant Jai Journey (“Journey”), hereby states as follows:

**ALLEGATIONS COMMON TO ALL COUNTS**

**Plaintiff 3CHI and Its Innovative Business**

1. Plaintiff 3CHI is a Colorado limited liability company that does business in Hamilton County, Indiana.
2. 3CHI is an innovative company specializing in hemp-containing products and cannabinoid research.
3. 3CHI’s innovation, including its industry-leading product formulation and effective marketing research and strategy, allowed it to offer the United States’ first federally legal THC-dominant product.
4. As part of its business, 3CHI has developed an extraordinary amount of confidential and proprietary information, including but not limited to product formulas, recipes, customer lists, customer requirements, consumer data, marketing data and other analytics (collectively “3CHI

Confidential Information and Trade Secrets”).

5. 3CHI’s Confidential Information and Trade Secrets have not been shared by 3CHI in the public domain.

6. 3CHI’s Confidential Information and Trade Secrets are not generally or commercially known or available outside of 3CHI’s business.

7. At all times, 3CHI has used reasonable efforts and exercised reasonable care to protect its Confidential Information and Trade Secrets.

8. Among other things, 3CHI limits the disclosure of its Confidential Information and Trade Secrets to select employees and third-party vendors who have entered into confidentiality and nondisclosure agreements with 3CHI, 3CHI also has implemented physical security measures to restrict access to the premises where its Confidential Information and Trade Secrets are maintained to authorized personnel who have agreed to protect such information; it also restricts access to this information maintained electronically with password-protections; and deactivates such access to its premises and electronic information upon the cessation of an individual’s employment.

**Defendant Journey’s Employment and Agreements with 3CHI**

9. Defendant Journey is an individual and a resident of Huron County, Ohio.

10. Journey was initially hired by 3CHI on July 10, 2020, for a position in Sales and Education.

11. As a condition of employment, Journey agreed to protect 3CHI’s Confidential Information and Trade Secrets. This was further memorialized in an Employment Terms Agreement (“Employment Agreement”) entered into between the parties on March 7, 2021, which is attached hereto as Exhibit 1.

12. Among other things, the Employment Agreement restricts the use of 3CHI's Confidential Information and Trade Secrets to carrying out employment responsibilities:

“2. Confidential Information. Employee agrees not to disclose, use, or make available any of Company's Confidential Information, either for himself or herself or for a third party, except as authorized by Company to carry out employment responsibilities. ‘Confidential Information’ includes: (i) items classified as trade secrets under the law or federal law; (ii) names of customers, employees, contractors, and other business contacts of Company, including names of company management and ownership; (iii) intellectual property, including trademarks, service marks, copyrights, and source codes; (iv) customer information; and (v) any other proprietary information of Company. The foregoing notwithstanding, information protected by this provision shall not include information which is now or hereafter in the public domain other than through wrongful disclosure by Employee.”

13. Additionally, per the Employment Agreement, 3CHI owns all services provided by Journey to 3CHI during her employment:

“7. Intellectual Property. Employee acknowledges that the Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to the services provided to the Company and any Deliverables ..., including all Intellectual Property Rights .... “Deliverables” means all Services, documents, work product, and other materials that are delivered to Company hereunder or prepared by on or behalf of Employee in the course of performing services for the Company....”

14. Finally, the Employment Agreement confirms the appropriateness of 3CHI seeking equitable relief to protect its legitimate business interests, including for the protection of Confidential Information and Trade Secrets:

“6. Equitable Relief. Employee acknowledges that (i) the foregoing covenants of Sections 2, 3, 4 and 5 are fundamental and essential for protecting Company's legitimate business interests, including without limitation interests in Company's and its clients' confidential information .... In the event of any violation or attempted violation of such covenants by Employee, Company shall be entitled to temporary restraining order, temporary and permanent injunctions, specific performance and other equitable relief without any showing of irreparable harm or damage ....”

**Defendant Journey Emailed Herself 3CHI's Confidential Information and Quit**

15. During her employment with 3CHI, Journey was promoted to Marketing Manager.

16. In her position as Marketing Manager, Journey had access to nearly all of 3CHI's Confidential Information and Trade Secrets, including but not limited to product formulas, recipes, customer lists, customer requirements, consumer data, marketing data and other analytics.

17. As the Marketing Manager, Journey was trusted by 3CHI with its Confidential Information and Trade Secrets and Journey was bound by her Employment Agreement to keep the information confidential and to limit use of the Confidential Information and Trade Secrets to carrying out employment responsibilities with 3CHI.

18. However, in contrast to her obligations, 3CHI subsequently learned that Journey was sending emails from her work email address to her personal email address, containing 3CHI's Confidential Information and Trade Secrets.

19. The amount of proprietary information Journey improperly sent to herself was massive. To date, 3CHI has determined that Journey sent approximately 866 emails from her work email to her personal email, many of which contained 3CHI's Confidential Information and Trade Secrets, including thousands of 3CHI's company files.

20. 3CHI's company files included product formulas, recipes, customer lists, customer requirements, consumer data, marketing and sales data, analytics, contacts, and communications; invoices; usernames and passwords; tax information; vendor contacts; sensitive employee information; employee analytics, hiring practices, and process information; affiliate lists; promotional emails; and more.

21. Journey also removed access to crucial spreadsheets containing company data, deleted files from the company drives, and wiped clean her company-issued laptop before returning it to 3CHI in an attempt to hide evidence of her wrongdoing.

22. On April 20, 2022, a business known as FullThrottle posted an announcement online that Journey had joined its team as their new Director of Marketing.

23. At that time, Journey was still an employee of Plaintiff 3CHI.

24. On April 22, 2022, Journey maliciously removed multiple users' access from 3CHI's Adobe Creative Cloud and Facebook accounts.

25. Both platforms are crucial to 3CHI's marketing strategy.

26. Minutes after removing other employees' access to these accounts, Journey sent a text to 3CHI's Operations Manager, Brittany Winters, simply stating "I quit".

27. The same day, Journey posted the announcement of her new employment with FullThrottle on her personal LinkedIn account.

28. Subject-matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 and 1367, as this action arises in part under the federal Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*, and pursuant to 28 U.S.C. § 1367 because all supplemental state law claims arise out of the same case or controversy as the federal claims over which this Court has original jurisdiction.

29. This Court has personal jurisdiction over Journey because this action arises from her knowing and intentional breach of certain statutory and common law obligations owed to 3CHI while causing injury within this State and in this District.

30. Venue is proper pursuant to 28 U.S.C. § 1391 in that Journey is subject to personal jurisdiction in the Southern District of Indiana and a substantial part of the events giving rise to the claims occurred in the Southern District of Indiana. Venue also is appropriate in this Court pursuant to the Employment Agreement, which states that "any lawsuit brought under this Agreement shall be brought in a court of competent jurisdiction in Hamilton County, Indiana,"

and this is within this Court's District and the Indianapolis Division.

**COUNT I – MISAPPROPRIATION OF TRADE SECRETS (DTSA)**

31. 3CHI incorporates and restates the allegations set forth in Paragraphs 1 through 30, as if set forth fully herein.

32. 3CHI has developed and maintained substantial Trade Secrets.

33. 3CHI's Trade Secrets, including but not limited to product formulas, recipes, customer lists, customer requirements, consumer data, marketing and sales data, and analytics, are trade secrets within the meaning of the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et. seq.* ("DTSA").

34. 3CHI's Trade Secrets are in use in interstate commerce.

35. 3CHI derives economic value from its Trade Secrets not being generally known, or readily ascertainable through proper means, by other persons who could obtain economic value from their disclosure or use.

36. 3CHI undertakes reasonable efforts to maintain the secrecy of its Trade Secrets.

37. Journey was exposed and had access to 3CHI's Trade Secrets throughout her employment.

38. Under the DTSA, Journey has a duty not to misappropriate information that she knows or has reason to know contain Trade Secrets.

39. Journey knew or had reason to know that the information that she possessed included 3CHI's Trade Secrets.

40. Journey misappropriated 3CHI's Trade Secrets by transmitting 3CHI's Trade Secrets from her 3CHI work email account to her personal email account, and retaining 3CHI's Trade Secrets for her own purposes.

41. Journey's conduct was willful, malicious and/or in bad faith.

42. 3CHI has been damaged by Journey's misappropriation of its Trade Secrets.

43. 3CHI requests that Journey be ordered to return all Trade Secrets remaining in her possession; that she be enjoined from using any Trade Secrets in the future, including by using those Trade Secrets in competition with 3CHI; and that 3CHI recover all other relief that it may be due from Defendant Journey as a result of her wrongful conduct.

### **COUNT II – VIOLATION OF INDIANA'S UNIFORM TRADE SECRETS ACT**

44. 3CHI incorporates and restates the allegations set forth in Paragraphs 1 through 43, as if set forth fully herein

45. 3CHI's Trade Secrets, including but not limited to product formulas, recipes, customer lists, customer requirements, consumer data, marketing and sales data, and analytics, are trade secrets within the meaning of Indiana's Uniform Trade Secrets Act, Ind. Code §24-2-3-2.

46. 3CHI's Trade Secrets have actual and potential independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

47. 3CHI uses efforts that are reasonable under the circumstances to maintain secrecy of its Trade Secrets.

48. Journey was exposed and had access to 3CHI's Trade Secrets during her employment with 3CHI.

49. Journey had an obligation to maintain the secrecy of 3CHI's Trade Secrets, while employed by 3CHI and thereafter.

50. Journey misappropriated 3CHI's Trade Secrets by transmitting 3CHI's Trade Secrets from her 3CHI work email account to her personal email account, and retaining 3CHI's

Trade Secrets for her own purposes.

51. Journey's misappropriation of Plaintiff 3CHI's Trade Secrets was willful, malicious and/or in bad faith.

52. Journey's misappropriation of Plaintiff 3CHI's Trade Secrets has caused damage to 3CHI.

53. 3CHI requests that Journey be ordered to return all Trade Secrets remaining in her possession; that she be enjoined from using any Trade Secrets in the future, including by using those Trade Secrets in competition with 3CHI; and that 3CHI recover all other relief that it may be due from Defendant Journey as a result of her wrongful conduct.

### **COUNT III – BREACH OF EMPLOYMENT AGREEMENT**

54. 3CHI incorporates and restates the allegations set forth in Paragraphs 1 through 53, as if set forth fully herein.

55. 3CHI and Journey entered into the Employment Agreement wherein Journey agreed to abide by the terms contained therein, and specifically Section 2 on Confidential Information and Section 7 on Intellectual Property.

56. 3CHI performed in all material ways according to the terms of the Employment Agreement.

57. Journey sent 3CHI's Confidential Information and Trade Secrets from her work email to her personal email just prior to quitting her job with 3CHI as Marketing Manager.

58. Journey sent 3CHI's Confidential Information and Trade Secrets from her work email to her personal email for uses other than to carry out her employment responsibilities for 3CHI.



59. In so doing, Journey misappropriated 3CHI's Confidential Information and Trade Secrets.

60. This misappropriation of 3CHI's Confidential Information and Trade Secrets, and her emailing 3CHI data to her personal email for uses other than to carry out her employment responsibilities for 3CHI, were breaches of her Employment Agreement with 3CHI.

61. As a direct and proximate result of Journey's breaches of her Employment Agreement, 3CHI has been damaged.

WHEREFORE, based on the foregoing allegations and Counts set forth above, Plaintiff, 3CHI, prays for judgment against Defendant Jai Journey and requests the following relief:

(1) That the Court issue a preliminary and permanent injunction requiring that Journey return all misappropriated 3CHI property, including its Confidential Information and Trade Secrets, prohibiting Journey from further misappropriating, using or possessing 3CHI's Confidential Information and Trade Secrets, prohibiting Journey from further misappropriating, using or possessing 3CHI's Confidential Information and Trade Secrets, and prohibiting Journey from utilizing the 3CHI's Confidential Information and Trade Secrets to compete against 3CHI;

(2) That 3CHI be awarded actual, compensatory, consequential, and exemplary damages and royalties in an amount to be determined at trial;

(3) That 3CHI be awarded exemplary damages;

(4) That 3CHI be awarded attorneys' fees and costs associated with bringing and prosecuting this action;

(5) That 3CHI be awarded prejudgment interest; and

(6) That 3CHI be awarded such other and further relief as this Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff 3CHI hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

*/s/Hannesson I. Murphy*

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