

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION
LEXINGTON
CASE NO: _____

ELECTRONICALLY FILED

TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA, INC.

Plaintiff,

v.

IBRAHIMSHAH SHAHULHAMEED

Serve: 104 Kimberly Path
Apartment 2
Georgetown, KY 40324

Defendant.

VERIFIED COMPLAINT

Plaintiff Toyota Motor Engineering & Manufacturing North America, Inc. ("Toyota"), for their Complaint against Ibrahim Shah ("Defendant"), states as follows:

INTRODUCTION

1. This lawsuit arises out of the unlawful acts of Defendant, a former employee of GlobalSource IT, who, assigned Defendant to provide computer services to Toyota. After being terminated on August 23, 2012, Defendant accessed Toyota's computer system without authorization, including Toyota's secure website www.toyotasupplier.com which contains highly

confidential information regarding Toyota and its suppliers, including, but not limited to, component pricing, quality and proprietary design information. In addition, upon information and belief, Defendant sabotaged various internal programs causing www.tyotasupplier.com's entire network to crash, and potentially downloaded proprietary and confidential information for his own improper use. Accordingly, Toyota is bringing federal and state claims arising out of Defendant's actions, and due to the immediate and irreparable injury involved, Toyota is also filing a Motion for Temporary Restraining Order herewith.

PARTIES

2. Toyota is a Kentucky corporation with its principal place of business in Erlanger, Kenton County, Kentucky.

3. Defendant is a citizen of India (a copy of immigration papers showing Defendant's country of citizenship as India is attached hereto as Exhibit A).

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to 18 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1332(a) (diversity of citizenship) as the amount in controversy exceeds \$75,000 and Defendant is a citizen of a foreign state.

5. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over the causes of action arising under state law.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 (b), because this district is the location in which a substantial part of the events or omissions giving rise to Toyota's claims occurred.

FACTUAL ALLEGATIONS

7. On August 23, 2012, Defendant was terminated as a contract computer programmer assigned to Toyota.

8. After receiving notice of termination, Defendant intentionally accessed Toyota's computer system without authorization.

9. Through Defendant's unauthorized access, he (a) sabotaged various programs and applications and (b) accessed, copied, downloaded, and/or disseminated trade secrets and proprietary information.

10. Based on information available at this time, Defendant breached the system at approximately midnight on August 23, 2012 and continued working until approximately 6:30 a.m. on August 24, 2012.

11. Based on information currently available, Defendant logged on to various internal and external systems and programs that contain highly confidential and proprietary information of Toyota.

12. Upon information and belief, Defendant downloaded, copied, saved, and/or printed the confidential and proprietary trade secrets and information located on Toyota's system.

13. Specifically, due to the level of administrative access Defendant had to Toyota's system, Defendant improperly accessed proprietary trade secrets and information such as pricing information, quality testing data, and parts testing data.

14. If this information were disseminated to competitors or otherwise made public, it would be highly damaging to Toyota, and its suppliers, causing immediate and irreparable damage.

15. In addition, not only did Defendant unlawfully access and potentially download confidential and proprietary trade secrets and information, upon information and belief, he also re-programmed Toyota's system in an effort to cause it to crash.

16. Specifically, it is believed Defendant improperly accessed and modified at least 13 applications related to Toyota's website, www.toyotasupplier.com, causing Toyota's website to crash.

17. In addition, Defendant also improperly and maliciously accessed internal systems and internal data applications and removed critical security certifications on the internal server, causing the programs to be inoperable.

18. At this point, the level of damage caused by Defendant's unauthorized access to Toyota's computer system is unknown. It will take days for Toyota's IT department to determine the full extent of its damage as a result of Defendant's efforts to sabotage its system.

19. Defendant has stated to representatives of Toyota that he

COUNT I

18 U.S.C. § 1830

20. The allegations contained in numerical paragraph 1 to 18 are incorporated herein by reference.

21. The Defendant's conduct as detailed herein constitutes a violation of 18 U.S.C. §1830(2)(C)(5)(A),(B) and/or(C) as he intentionally accessed a protected computer without authorization or in a manner which exceeded his authorization and thereby obtained information from that computer and either (i) knowingly caused the transmission of a program, information or code or command and a result of that conduct intentionally caused damage without authorization; (ii) intentionally accessed a protected computer without authorization, and as a result, recklessly caused

damage; or (iii) intentionally accessed a protected computer without authorization and as a result, caused damage and loss.

22. Defendant's conduct caused loss to at least one person, Toyota, and that loss exceeds at least \$5000 in value as described in 18 U.S.C. §1830(c)(4)(A)(i)(I).

23. Pursuant to 18 U.S.C. § 1830(g), this Court should enjoin the Defendant from further accessing, possessing, altering or disseminating in any way the Plaintiff's protected computers or the content of any computer programs.

24. The Defendant is also answerable to Plaintiff for all economic damages suffered by Plaintiff as a result of the Defendant's conduct identified herein.

COUNT II

VIOLATION OF THE KENTUCKY TRADE SECRET ACT

25. The allegations contained in numerical paragraph 1 to 23 are incorporated herein by reference.

26. The Defendant's conduct constitutes an actual or threatened misappropriation of trade secrets (as that term is defined in KRS 365.880(4)) as he knowingly acquired trade secrets of the Plaintiff by improper means and without authorization.

27. Pursuant to KRS 365.882(1) this Court may enjoin the Defendant from further accessing, possessing, altering or disseminating in any way the Plaintiff's company property, including protected computers or the content of any computer programs or any of the content of same.

28. The Defendant is also answerable to Plaintiff for all compensatory damages suffered by Plaintiff as a result of the Defendant's conduct identified herein pursuant to KRS 365.884 .

29. The Defendant should also be required to pay exemplary or punitive damages as a result of Defendant's willful and malicious misappropriation, in an amount not to exceed twice the compensatory award, as well as attorneys fees under KRS 365.886.

COUNT III

TEMPORARY AND PERMANENT INJUNCTION

30. The allegations contained in numerical paragraph 1 to 28 are incorporated herein by reference.

31. Pursuant to Fed.R.Civ. P. 65 this Court should enter a temporary and permanent injunction requiring Defendant to (i) forfeit all of Plaintiff's property, information and data, and return same to Toyota; (ii) be forever enjoined from accessing, using, or disseminating any of Toyota's property and trade secrets as identified herein; and (iii) enjoined from leaving the United States until the Toyota has sufficient time to complete its investigation and effectuate return of Toyota's property.

32. Defendant had no authority to access or use Defendant's property or trade secrets and it is undisputed that he did access it and altered computer programs and codes. It is reasonably likely that Plaintiff will prevail on its claims in this action.

33. This Court should maintain the status quo by entering the requested injunction.

34. Without an injunction, the Plaintiff will be irreparably harmed.

WHEREFORE, Toyota hereby pray for relief as follows:

- A. Judgment in their favor as to Count I of their Complaint for Trademark Infringement;
- B. Preliminary and permanent injunctive relief: requiring Defendant to (i) forfeit all of Plaintiff's property; (ii) be forever enjoined from accessing, using, or disseminating any of the Defendant's property and trade secrets as identified herein; and (iii)

enjoined from leaving the United States until the Defendant has sufficient time to complete its investigation.

- C. Any and all costs and fees to which Toyota is entitled, including reasonable attorneys' fees; and
- D. Any and all other relief to which Toyota may be entitled, including any relief that may be necessary to effectuate or enforce the injunction sought hereby.

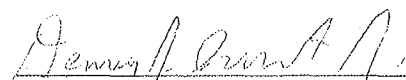
Respectfully submitted,

/s/ Mindy G. Barfield
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*Counsel for Plaintiff, Toyota Motor
Engineering & Manufacturing North America,
Inc.*

VERIFICATION

I have reviewed the Complaint and the allegations set forth therein and they are true and correct to the best of my knowledge, information and belief.


Dennis B. Seibert, Jr.
Information Security Specialist