

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

CHESAPEAKE ENERGY CORPORATION,

Plaintiff,

vs.

Case No. 79

FEB 17 2015

TIM RHODES
COURT CLERK

AMERICAN ENERGY PARTNERS, LP,
AMERICAN ENERGY – OHIO, LLC, AEU
INCENTIVE HOLDINGS, LLC, AMERICAN
ENERGY-UTICA, LLC,
McCLENDON ENERGY OPERATING, LLC
and JOHN DOE INVESTORS 1 – 20,

Defendants.

CJ - 2015 - 933

PLAINTIFF'S ORIGINAL PETITION

Chesapeake Energy Corporation (“Chesapeake”) files this Original Petition against American Energy Partners, LP (“AEP-LP”), American Energy – Ohio, LLC (“AE-Ohio”), AEU Incentive Holdings, LLC (“AEU”), American Energy – Utica, LLC (“AE-Utica”), McClendon Energy Operating, LLC (“McClendon Energy”) (collectively referred to as “AEP”), and John Does 1-20, and alleges and states as follows:

INTRODUCTION

1. Aubrey McClendon (“McClendon”) is the founder and CEO of AEP. Before McClendon formed AEP, he was a director and CEO of Chesapeake. Unbeknownst to Chesapeake, in McClendon’s last days at Chesapeake he misappropriated highly sensitive trade secrets from the company. He subsequently used these trade secrets for the benefit of AEP. McClendon committed this theft by requiring his assistant to print highly sensitive maps and prospect data, which he took with him as he left Chesapeake. He also included a blind carbon

copy ("BCC") to his own private e-mail account on e-mails which contained the same highly sensitive and valuable information. While engaged in these acts, and while he was still employed by Chesapeake, McClendon began soliciting investors for AEP, a complex configuration of new companies he was forming to take advantage of the valuable Chesapeake information. Only a short time after McClendon's separation from Chesapeake, AEP announced its purchase of acreage in the Utica Shale play. These purchases involved the same acreage evaluated in the data stolen by McClendon. Due to the concealed nature of McClendon's conduct, Chesapeake did not discover McClendon's misappropriation until long after he had separated from Chesapeake.

PARTIES

2. Chesapeake is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma.

3. AEP-LP is an Oklahoma limited partnership formed on February 27, 2013, with its principal place of business in Oklahoma City, Oklahoma, and it may be served with process by serving its registered agent, CLG Corporate Services, LLC at 5520 N. Francis Ave. Oklahoma City, Oklahoma 73118.

4. AE-Ohio is an Oklahoma limited liability company formed on July 11, 2013, with its principal place of business in Oklahoma City, Oklahoma, and it may be served with process by serving its registered agent, CLG Corporate Services, LLC at 5520 N. Francis Ave. Oklahoma City, Oklahoma 73118.

5. AEU, formerly known as American Energy Ohio Holdings, LLC, is an Oklahoma limited liability company formed on July 11, 2013, with its principal place of business in Oklahoma City, Oklahoma, and it may be served with process by serving its registered agent, CLG Corporate Services, LLC at 5520 N. Francis Ave. Oklahoma City, Oklahoma 73118.

6. AE-Utica is an Oklahoma limited liability company formed on June 14, 2013, with its principal place of business in Oklahoma City, Oklahoma, and it may be served with process by serving its registered agent, CLG Corporate Services, LLC at 5520 N. Francis Ave. Oklahoma City, Oklahoma 73118.

7. McClendon Energy is an Oklahoma limited liability company formed on February 27, 2013, with its principal place of business in Oklahoma City, Oklahoma, and it may be served with process by serving its registered agent, CLG Corporate Services, LLC at 5520 N. Francis Ave. Oklahoma City, Oklahoma 73118. McClendon Energy is the general partner of AEP-LP.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over all Defendants. Each Defendant has its principal place of business in Oklahoma or maintains sufficient contacts with the State of Oklahoma to be subject to the personal jurisdiction of Oklahoma courts.

9. Pursuant to 12 Okla. Stat. § 2008, Plaintiff states that the amount of damages sought in this case is in excess of the amount required for diversity jurisdiction pursuant to 28 U.S.C. § 1332. Diversity jurisdiction is lacking here because Plaintiff and certain of the Defendants are citizens of the State of Oklahoma.

10. Venue is proper in Oklahoma County pursuant to 12 Okla. Stat. §§ 134 and 182 because Defendants are situated in and have their principal place of business in Oklahoma

County. In addition, the principal officers of Defendants reside in Oklahoma County, and a substantial part of the cause of action arose in Oklahoma County.

FACTS

11. McClendon acted as a director and CEO for Chesapeake from its formation until April 1, 2013. His employment was governed by various employment agreements, as amended and restated from time to time.

12. McClendon's employment for his last several years with Chesapeake was governed by his Third Amended and Restated Employment Agreement, effective March 1, 2009 ("Employment Agreement"). In the Employment Agreement, McClendon agreed not to disclose any Confidential Information to any person other than Chesapeake's employees or legal counsel. He also agreed in the Employment agreement not to use any Confidential Information for any purpose other than his performance as director and CEO of Chesapeake.

13. The Employment Agreement defined Confidential Information to include, among other things, data or material, regardless of form, which is: (1) a trade secret; (2) information disclosed to McClendon, by Chesapeake or any of its officers, employees, attorneys or customers, with respect to any business activity conducted by Chesapeake; or (3) information produced, developed, obtained or prepared by or on behalf of Chesapeake or McClendon with respect to Chesapeake or any of its assets, oil and gas prospects or business activities.

14. On January 29, 2013, Chesapeake and McClendon announced that McClendon would be retiring effective April 1, 2013, and that during that interim time, McClendon would continue to serve as director and CEO of Chesapeake.

15. Approximately thirty-six hours after the announcement of his departure and unbeknownst to Chesapeake, McClendon began misappropriating confidential information and trade secrets from Chesapeake.

16. On January 31, 2013, McClendon located an email chain which was over a year old and included a report and map of "open" acreage unleased by Chesapeake or its competitors in the Utica Shale play at the time.

17. The report and map not only showed open acreage, but also delineated Chesapeake's confidential and proprietary analysis of the wet, dry, and oil windows of the play and its grading of "tier 1" and "core" open acreage.

18. The information was gathered, compiled and tabulated as a result of an expensive, elaborate and coordinated effort by Chesapeake landmen and geologists. It was not known widely within Chesapeake -- and not known at all outside of Chesapeake. Those within Chesapeake who were privy to this type of sensitive information were also obligated to keep it strictly confidential as part of Chesapeake's code of conduct. It is information that would be extremely difficult -- if not impossible -- for others to duplicate.

19. Having successfully located extremely valuable (and costly to re-create) trade secrets, McClendon responded out of the blue to the year-old email and instructed the Chesapeake Vice President of Land covering the Utica Shale play to update the report to Chesapeake's current (2013) confidential and proprietary views of open acreage in the Utica Shale play:

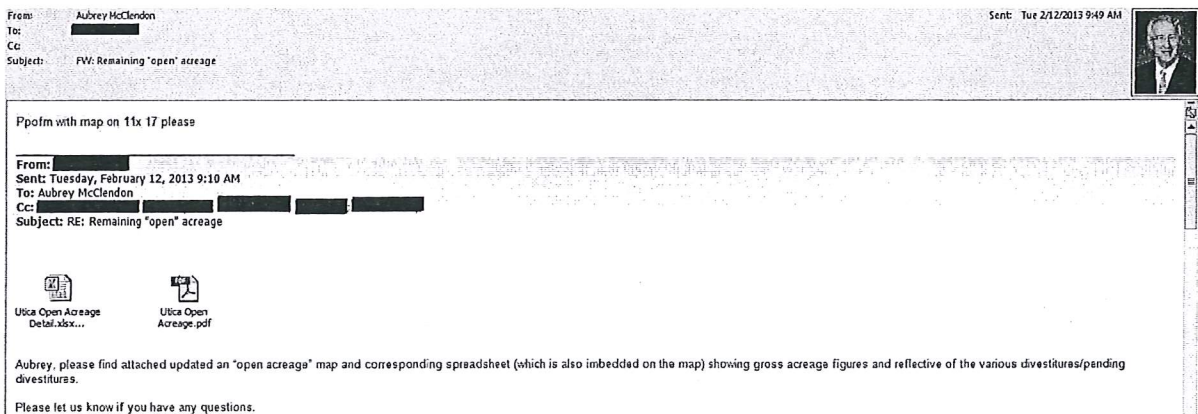
From: Aubrey McClendon
Sent: Thursday, January 31, 2013 9:28 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Remaining "open" acreage

Would be good to update this also, thanks [REDACTED]

From: [REDACTED]
Sent: Wednesday, January 25, 2012 3:15 PM
To: Aubrey McClendon
Cc: [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
Subject: Remaining "open" acreage

Aubrey, in response to your question last week regarding how much acreage within the A and A+ Tiers was left to lease, we've been working with our GIS group to take a swag at coming up with some rough estimates. Below is a link for the map (which is a very large file) that depicts in RED the following unleased gross acres based on the information that we have:

20. Not satisfied with the updated 2013 report, McClendon noted several corrections that he wanted made so that it was as current as possible. After receiving the final updated report and map, McClendon forwarded the email to one of his Chesapeake executive assistants (who now works for him at AEP) with the instruction to print the information and give it to him – in his customary shorthand, "ppofm," that stands for "please print out for me" – "with map on 11x 17 please":



21. Not only did McClendon ask that his now current AEP assistant print out the map on larger sized paper so that he could utilize the information to Chesapeake's detriment, he concurrently BCC'd the report and map to his personal email account, as reflected in a forensic version of the same email that Chesapeake discovered long after McClendon's departure from the company:

FW: Remaining "open" acreage

ID: RMD_01:00435308
Document Date: 02/12/2013 09:49 CST
Email To: [REDACTED]@chk.com>

[Show additional information](#) [Configure information view](#)

Email From: aubrey.mccclendon@aubrey.mccclendon@chk.com>
Email BCC: aubrey.mccclendon@[REDACTED].com; aubrey.mccclendon@[REDACTED].com

Ppofm with map on 11x 17 please

From:

[REDACTED]

Sent:

Tuesday, February 12, 2013 9:10 AM

To:

Aubrey McClendon

Cc:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Subject:

RE: Remaining "open" acreage

Aubrey, please find attached updated an "open acreage" map and corresponding spreadsheet (which is also imbedded on the map) showing gross acreage figures and reflective of the various divestitures/pending divestitures.
Please let us know if you have any questions.

22. Similarly, on March 1, 2013, McClendon received by e-mail a monthly Utica leasehold summary for February 2013. This summary also contained highly confidential information regarding acreage within Chesapeake's control, as well as Chesapeake's opinion regarding the amount of acreage within the "wet gas window," "the dry gas window," and "the oil window." McClendon forwarded this e-mail to his assistant on March 4, 2013 with another "ppofm" request and sent a BCC of this e-mail to his private e-mail address.

23. In addition to the forwarded and printed e-mails, of which the above are just a few examples, McClendon also fraudulently obtained and used confidential Chesapeake information regarding other acreage in the Utica Shale play. In a regular meeting of Chesapeake's Utica asset team – the last of its kind that he attended while he was still a director and CEO of Chesapeake – McClendon asked a Chesapeake employee how he would recommend capitalizing on a new geological discovery Chesapeake made about the play. The employee, who still reported up the chain to McClendon as CEO, recommended that Chesapeake purchase certain acreage outside of Chesapeake's previously targeted area. Then, on his last day at the company, McClendon asked another Chesapeake employee to provide him with the contact information of

the relevant negotiator for one of the acreage owners – but McClendon specifically requested that he not provide that information by e-mail.

24. In addition to his misappropriation of trade secret information relating to the Utica Shale play, McClendon also misappropriated information pertaining to the Western Mississippi and Cheyenne Atoka plays in eastern Colorado. These were new plays for Chesapeake that were highly confidential, even inside Chesapeake.

25. Specifically, on February 6, 2013, McClendon forwarded an e-mail dated February 1, 2013 to his assistant. The e-mail contained the leasing summary and map for the Western Mississippi and Cheyenne Atoka plays. As with the previously described e-mails, this e-mail contained the “ppofm” request and was BCC’d to McClendon’s personal e-mail address, as reflected in a forensic version of the original email below (which Chesapeake discovered later):

FW: Western Miss and Cheyenne Atoka Bi-Weekly Leasing Summary - January 21 - February 1, 2013

ID: RMD_01:00426208
Document Date: 02/06/2013 09:07 CST
Email To: [REDACTED]@chk.com>

[Show additional information](#) [Configure information view](#)

Email From: aubrey.mccclendon@aubrey.mccclendon@chk.com
Email BCC: aubrey.mccclendon@[REDACTED].com; aubrey.mccclendon@[REDACTED].com

ppofm

From:

Sent:

Friday, February 01, 2013 4:19 PM

To:

Aubrey McClendon

Cc:

Subject:

Western Miss and Cheyenne Atoka Bi-Weekly Leasing Summary - January 21 - February 1, 2013

Aubrey,

Attached are the Western Miss Leasing Summary and the Cheyenne Atoka Leasing Summary for the period of January 21 – February 1, 2013. Also attached is a land plat showing both areas. The first table below is the summary for the Western Miss, followed by the summary for the Cheyenne Atoka and then the combined summary of both the Western Miss and Cheyenne Atoka. The net acres for each are broken out by ranking, Core, Tier 1 and 2. The comments section for each summary shows the number of leases, total brokers working, broker costs to date and general lease terms. Total broker costs to date is in addition to the other costs shown in the summaries.

26. The information contained in the attachments was highly proprietary. The attachments showed how many acres were leased by Chesapeake, how many were leased by its competitors, how many were open, and where they were located. The reports and map also provided information relating to Chesapeake's confidential ranking of the acreage as "core," "tier 1," and "tier 2." This information was compiled as a result of expensive and extensive title work by Chesapeake landmen and analysis by Chesapeake geologists.

27. McClendon copied himself by BCC on additional e-mail strings relating to the Western Mississippi and Cheyenne Atoka plays with maps and acreage tables on multiple occasions prior to his departure.

28. In addition to the e-mails described above, McClendon also BCC'd himself on e-mails containing confidential information relating to other Chesapeake projects, prospects and assets, including a highly confidential e-mail dated February 9, 2013 listing assets Chesapeake was considering selling and the prices for which Chesapeake might be willing to sell:

FW: FOR A&D MEETING - 01 FEB - ASSET TRACKER UPDATE - BUSINESS CONFIDENTIAL

ID: RMD_01:00438072
Document Date: 02/09/2013 15:14 CST
Email To: [REDACTED]@chk.com>

[Show additional information](#) [Configure information view](#)

Email From: aubrey.mccclendon@aubrey.mccclendon@chk.com
Email BCC: aubrey.mccclendon@ [REDACTED].com - aubrey.mccclendon@ [REDACTED].com

ppofm

From: [REDACTED]
Sent: Thursday, January 31, 2013 12:03 AM
To: Aubrey McClendon; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
Cc: [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
Subject: FOR A&D MEETING - 01 FEB - ASSET TRACKER UPDATE - BUSINESS CONFIDENTIAL
Importance: High

BUSINESS CONFIDENTIAL

Please find enclosed an updated Asset Tracker for Friday's bi-weekly A&D meeting at 10AM. Thanks everyone for the updates. As a reminder, the enclosed main sheet has been harmonized to the Base Case for the 2013-2017 Budget in terms of expected sales price and timing of sales.

29. In all, McClendon BCC'd himself on dozens of e-mails containing trade secret information between the time his retirement was announced on January 29 and his separation from Chesapeake on April 1.

30. During this same period of time, while McClendon was serving as director and CEO of Chesapeake and while he was secretly stealing Chesapeake's trade secrets, McClendon was also forming his own new companies, and soliciting investors for them, to compete with Chesapeake.

31. On February 27, 2013, McClendon caused to be filed Articles of Organization for McClendon Energy. The Articles of Organization state that McClendon Energy will be managed by one or more managers or officers, and McClendon signed McClendon Energy's Annual Certificate, which was filed on December 31, 2013, as its manager.

32. Also, on February 27, 2013, McClendon caused to be filed a Certificate of Limited Partnership for AEP-LP. The Certificate states that the General Partner of AEP-LP is McClendon Energy and is executed by McClendon's personal attorney, Tom Blalock, in the capacity as Manager of McClendon Energy. AEP-LP's Annual Certificate for 2013 is executed by McClendon in his capacity as CEO of AEP-LP.

33. During the months of February and March, 2013, while he was still serving as director and CEO of Chesapeake, McClendon used and disclosed Chesapeake's trade secret and confidential information to solicit investment into his newly formed companies from the John Doe investors named herein. Based on McClendon's well-known history with Chesapeake, these investors knew or had reason to know McClendon owed a duty to Chesapeake to maintain the secrecy of the information or to limit its use. Nevertheless, they used the information for their

own benefit and to guide their investment in McClendon's efforts to obtain acreage which Chesapeake had been pursuing and seeking to acquire.

34. McClendon's employment was officially terminated pursuant to severance agreements which were executed on or about April 18, 2013. The severance agreements were made effective on January 29, 2013, and provided for the termination of McClendon's employment on April 1, 2013.

35. The separation agreements expressly stated that the confidentiality provisions of the Employment Agreement remained in force according to their terms.

36. The separation agreements reference certain information that McClendon was to receive following his separation; however, that information was expressly limited to that which related to "jointly owned" interests. Open acreage which has not even been acquired is, by definition, not "jointly owned."

37. Shortly after McClendon's separation from Chesapeake, AEP and McClendon announced that they had raised approximately \$1.7 billion in private equity commitments and loan proceeds to pursue a business plan focused on the Utica Shale play in eastern Ohio.

38. At the same time and thereafter, AEP announced their acquisition of numerous different parcels of acreage within the Utica Shale play. These included:

- The acquisition of 50,000 acres and 22,000 acres from two separate acreage owners in August of 2013;
- The formation of a joint venture between AE-Utica and another acreage owner to develop that owner's Utica Shale acreage in eastern Guernsey and western Harrison Counties of Ohio on October 6, 2013;
- The acquisition of 130,000 net leasehold acres in the southern Utica Shale play from three separate acreage owners on February 3, 2014; and
- The acquisition by AE-Utica of 27,000 net leasehold acres in Monroe County in the southern Utica Shale play from two acreage owners and an unnamed private company on June 9, 2014.

39. AEP used confidential information and trade secrets stolen by McClendon from Chesapeake as a basis for their decisions to acquire certain acreage in the Utica Shale Play. In using these trade secrets, AEP knew or had reason to know that they were acquired by improper means, that they were acquired through a person who used improper means to acquire the secrets without express or implied consent, and that they were acquired from a person who owed a duty to maintain their secrecy.

40. Further, in acquiring this acreage based on the use of Chesapeake's trade secrets, AEP interfered with Chesapeake's business plans and its negotiations for its own acquisition of acreage in the Utica Shale play and prevented Chesapeake from acquiring acreage which it was willing and able to acquire.

41. In addition to their acquisition of acreage in the Utica Shale play, AEP and its affiliates also used Chesapeake's trade secret information to acquire acreage in the Cheyenne Atoka and Western Mississippi plays in eastern Colorado and used other trade secret information improperly acquired by McClendon from Chesapeake for the advantage of AEP and to the detriment of Chesapeake.

42. Coincidentally, approximately ninety days prior to the beginning of McClendon's scheme, McClendon demonstrated how seriously he considered the theft of confidential information from Chesapeake. An employee had misappropriated confidential geological information, and McClendon was asked if he was willing to seek criminal charges, as well as civil claims, against the employee. McClendon responded:

I am, we need to make a statement here for the benefit of other employees.

CAUSES OF ACTION

A. Violation of the Oklahoma Uniform Trade Secrets Act.

43. Chesapeake incorporates the prior paragraphs by reference.

44. Defendants used and disclosed Chesapeake's trade secrets when they knew or had reason to know at the time of disclosure or use that their knowledge of the trade secret was derived from or through a person who had utilized improper means to acquire the trade secrets. In so doing they have misappropriated Chesapeake's trade secrets.

45. Defendants used and disclosed Chesapeake's trade secrets which they knew or had reason to know at the time of use or disclosure were derived from or through a person who owed a duty to Chesapeake to maintain the secrecy or limit the use of the trade secrets. In so doing, they have misappropriated Chesapeake's trade secrets.

46. The John Doe Investors have used and disclosed Chesapeake's trade secrets which they knew or had reason to know at the time of use or disclosure were derived from or through a person who owed a duty to Chesapeake to maintain the secrecy or limit the use of the trade secrets. In so doing, they have misappropriated Chesapeake's trade secrets.

47. As damages for Defendants' misappropriation, Chesapeake seeks its actual loss as well as the amount by which each of the Defendants were unjustly enriched (to the extent that said unjust enrichment is not taken into account in computing Plaintiff's actual loss). Alternatively, Plaintiff seeks a reasonable royalty for Defendants' unauthorized disclosure and use of Chesapeake's trade secrets.

48. As the conduct described herein of Defendants is willful and malicious, Chesapeake seeks exemplary damages from Defendants and attorneys' fees as allowed by law.

49. Chesapeake also requests that the Court enjoin further use by Defendants of the trade secret information described above which has been stolen by McClendon and that the Court order that all Defendants return all copies of said information (both electronic and paper) to Chesapeake.

B. Aiding and Abetting in McClendon's Breach of Fiduciary Duty and Usurpation of Corporate Opportunities.

50. Chesapeake incorporates the prior paragraphs by reference.

51. As a director and CEO of Chesapeake, McClendon owed Chesapeake a duty to not deal with Chesapeake's property for his own personal benefit or advantage.

52. Similarly, McClendon owed a duty to not usurp Chesapeake's expected business opportunities.

53. By using Chesapeake's corporate confidential information to solicit investors for his new business venture with AEP while he was still working in a fiduciary capacity for Chesapeake, McClendon breached his fiduciary duties to Chesapeake.

54. By soliciting investors on his own account for opportunities that Chesapeake was pursuing, McClendon usurped Chesapeake's corporate opportunities and breached his fiduciary duties to Chesapeake.

55. During this time Defendants and their executives knew that McClendon owed fiduciary duties to Chesapeake and that he was breaching those fiduciary duties. Indeed, Defendants' executives participated, facilitated, assisted, aided and abetted in the breach of the fiduciary duty by McClendon and in his usurpation of Chesapeake's corporate opportunities.

56. As damages for the acts of Defendants in aiding and abetting McClendon's breach of fiduciary duty and usurpation of Chesapeake's corporate opportunities, Chesapeake seeks an amount which would compensate it for all the detriment caused to it by McClendon's breaches of fiduciary duty.

57. Further, inasmuch as Defendants have acted intentionally, with malice and in reckless disregard for the rights of others, Chesapeake seeks punitive damages as allowed by law.

C. Imposition of a Constructive Trust.

58. Chesapeake incorporates the prior paragraphs by reference.

59. Defendants aided and abetted McClendon in breaching his fiduciary duties to Chesapeake and usurping its corporate opportunities.

60. In addition, AEP was acting at all relevant times as mere agents or instrumentalities of McClendon. They were formed by him to perpetrate his fraudulent scheme of obtaining profit for himself through the use of Chesapeake property and the usurpation of Chesapeake's corporate opportunities, including but not limited to the use of Chesapeake confidential information to cause AEP to acquire acreage in the Utica Shale play.

61. This Court should therefore require AEP to render a full accounting of all income earned from their Utica Shale play acquisitions and further require AEP to hold said income and all income earned in the future from said acquisitions in a constructive trust for the benefit of Chesapeake to be paid to Chesapeake in accordance with the orders of this Court.

62. This Court should likewise require Defendants to render a full accounting of, and impose a constructive trust on, all other income earned by Defendants as a result of McClendon's

use of Chesapeake property or his usurpation of Chesapeake corporate opportunities with said income to be paid to Chesapeake in accordance with the orders of this Court.

D. Tortious Interference with a Prospective Business Relationship.

63. Chesapeake incorporates the prior paragraphs by reference.

64. Defendants were aware of Chesapeake's business expectancy in certain contractual rights in the Utica Shale Play and were likewise aware of other business expectancies with which they interfered.

65. Defendants employed malicious and wrongful means and methods to interfere with those expectancies.

66. Such interference, which occurred through the unlawful misappropriation of Chesapeake's confidential information and other property, was not justified, privileged or excusable.

67. Defendants therefore tortiously interfered with Chesapeake's prospective business relationships.

68. As damages, Chesapeake seeks from Defendants an amount which would compensate it for all the detriment caused to it by their tortious interference.

69. Further, inasmuch as Defendants have acted intentionally, with malice and in reckless disregard for the rights of others Chesapeake seeks punitive damages as allowed by law.

PRAYER FOR RELIEF

Based on the foregoing allegations, Plaintiff Chesapeake Energy Corporation therefore prays that Defendants be served with citation and notice of this suit and that they be required to appear and answer herein. Plaintiff prays that after a trial on the merits of its claims before a jury that the Plaintiff has judgment that:

- a. Defendants be required to pay as damages all losses sustained by Chesapeake as a result of Defendants' wrongful conduct described herein;
- b. Defendants be required to pay the amount by which they were unjustly enriched as a result of their wrongful conduct as described herein;
- c. Defendants be required to pay a reasonable royalty for their unauthorized use and disclosure of Chesapeake's trade secrets;
- d. Defendants be required to render a full accounting of all income earned as a result of their use of Chesapeake's property, trade secrets and confidential information as well as their participation in the usurpation of Chesapeake's corporate opportunities;
- e. That the Court impose a constructive trust on said income, ordering that Defendants hold said sum for the benefit of Chesapeake until such time as the Court issues orders for its payment to Chesapeake;
- f. That Defendants pay punitive damages as allowed by law;
- g. That Defendants pay Chesapeake's attorneys' fees;
- h. That Defendants be permanently enjoined from using Chesapeake's trade secret information and required to return such information to Chesapeake;
- i. That Defendants pay pre-judgment and post-judgment interest on the sums awarded by the Court in this case; and
- j. For such other and further relief as to which Chesapeake may show itself to be justly entitled.

Respectfully Submitted

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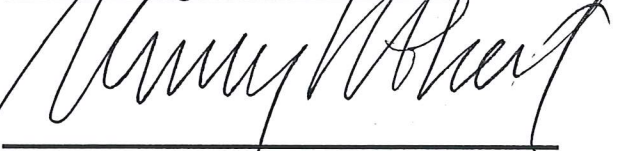
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