IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

eSCHOLAR LLC,

      Plaintiff

v.

NEBRASKA DEPARTMENT OF
EDUCATION,

      Defendant

Case No.

COMPLAINT AND DEMAND
FOR JURY TRIAL

VERIFIED COMPLAINT

Plaintiff, eScholar LLC, ("Plaintiff, "eScholar" or "Company", as the case may be) for its verified complaint ("Complaint") against defendant Nebraska Department of Education by its attorneys files this Complaint against Defendant the Nebraska Department of Education ("Defendant or "NDE", as the case my be) and alleges as follows:

JURISDICTION: VENUE

1.   This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338 (patents, copyrights, trademarks and unfair

competition). There is complete diversity of citizenship between Plaintiff and Defendant in this case. The amount in dispute in this action, exclusive of interest and costs, exceeds the sum of $75,000. Therefore, this Court has jurisdiction over this dispute under 28 U.S.C. § 1332.

2.   Plaintiff licensed certain highly proprietary and statutorily federal copyrighted protected technology to the Defendant who has engaged in multiple acts of copyright infringement and misappropriating trade secrets by willfully and knowingly reverse engineering such protected copyrighted material in direct contravention and in violation of the Company's Software License and Support Agreement dated November 1, 2004, Section 2(b); specifically Plaintiff's eScholar Uniq-ID© system that, as set forth in detail herein, goes to the heart of Defendant's educational data management software platform offered/sold within this District, and therefore this Court has personal jurisdiction over the Defendant because (i) Defendant committed the tortious conduct alleged in this Complaint in this State, and (ii) Defendant resides in this State and (iii) Defendant has engaged in, and continues to engage in, substantial and not isolated business activity in this State.

3.   Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c), because: (i) a substantial part of the events or omissions giving rise to the claims occurred in this District; and, (ii) the Defendant resides (and therefore can be found) in this District and resides in this State; additionally, venue is proper in this District pursuant 28 U.S.C. § 1400(a) (venue for copyright cases) because Defendant or Defendant's agent resides or may be found in this District.

PARTIES

4.   Plaintiff, eScholar LLC, is a limited liability company organized and existing
under the laws of the State of New York and has its principal place of business located
at 222 Bloomingdale Road Suite 107, White Plains, New York 10605.

5.   Defendant, the Nebraska Department of Education is located at 301 Centennial
Mall South, P.O. box 94987, Lincoln, Nebraska 68508.

NATURE OF THE ACTION

6.   This action concerns breach of contract and by extension willful copyright
infringement initiated by a nationally recognized education data management Company
against Defendant for willful and unauthorized reverse engineering, trade secret violations
and wrongful use and direct copyright infringement on the Plaintiff's eScholar Uniq-ID©
protected software system. eScholar's award winning education data management
products have become the recognized standard in student and staff identification, data
collection and data warehousing in the education data management marketplace. As
alleged herein, the Plaintiff's suite of educational data management products is currently
relied upon by 10 state education agencies across the United States, School Districts, and
the United States Department of Education. The records of nearly 20 million of the nation's
K-12 and Post-secondary students are managed through the Plaintiff's software products
and services. Plaintiff exclusively owns a registered copyright for "eScholar Uniq-ID©"
described in a series of copyright registrations for this software beginning with the

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Company's filing registration no. TX0006347172, for version 1.0 of the eScholar Uniq-ID© filed on March 29, 2006 (See **Exhibit A** attached to the Boehme Affidavit "Boehme Aff.")

7.   Defendant violated Section 2(b) of the Software License and Software Agreement ("Agreement") entered into between the parties on November 1, 2004; specifically that Defendant agreed to not reverse engineer Plaintiff's software products "except with the prior written consent of the President and Chief Executive Officer of eScholar LLC" which was never given to Defendant by the Plaintiff. Moreover, as alleged in more detail herein, Defendant has and continues to willfully and wrongfully directly infringe on the Company's statutorily protected copyright eScholar Uniq-ID© system and associated proprietary documentation. This ongoing and continuing infringement has and continues to cause the Plaintiff irreparable harm that mandates preliminary injunctive relief by this Court. Despite repeated demands issued by Plaintiff to Defendant to cease and desist from infringing on this protected copyright, Defendant has categorically refused to cease and desist from further use and exploitation of the protected copyrighted material owned exclusively by the Plaintiff. The NDE also violated the "Confidentiality" provision contained in Section 10 of the Agreement by disclosing to the public in general, as discussed below, highly confidential trade secrets and know-how of the Company.

Plaintiff is seeking a preliminary injunction, first, enjoining existing and future, not retroactive, violations of the United States Copyright laws relating to NDE's willful and wrongful exploitation of the Plaintiff's copyright protected eScholar Uniq-ID© system and associated documentation and second, enjoining the NDE from existing and future violations of the confidentiality provisions by its unauthorized publication to the public of highly proprietary trade secrets and know-how of the Company. Plaintiff seeks ancillary future damages that Plaintiff has and continues to suffer as a direct result of Defendant's wrongful breach of the Agreement and direct infringement on the Plaintiff's protected software and documentation in violation of the confidentiality provision contained in the Agreement. (See **Exhibit B** attached to the Boehme Aff.)

OPERATIVE FACTS

1. Copyright Infringement

8.   By way of background, the Company over several years has devoted substantial time, effort and millions of dollars associated with the development and commercial exploitation of the eScholar Uniq-ID© system ("eScholar Uniq-ID©"). The eScholar Uniq-ID© is central to the Company's suite of educational data management software products and serves as a disruptive software system that has and continues to garner substantial revenue and a competitive advantage for the Company in the education data management marketplace.

9.   The Company's eScholar Uniq-ID© system is in simplest terms a system for assigning and managing unique   identifiers whose purpose, according to the New York

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State Education Department, is to, "provide a single source of standardized individual student records and other education-related (course, attendance, teachers/staff etc..) data for the analysis at the local, regional and State levels to improve student and teacher performance and to meet State and Federal accountability requirements ….."

10.   The Company has and continues to devote substantial resources to update and enhance the eScholar Uniq-ID© system. In particular, the Company currently employs a product manager, a business analyst, four software developers, a system architect and two quality assurance (software testing) analysts all of whom are full time employees of the Company and are directly responsible for the upgrades, maintenance, service and support of the eScholar Uniq-ID© system. Those employees are supported by a number of software support engineers, user interface analysts, and IT engineers. In addition, the eScholar Uniq-ID© system, first introduced in 2005, has undergone 11 versions (eight versions have copyright registrations currently filed with the U.S. Copyright office) and the Company is slated to release version 12 in 2021. (See **Exhibit C** to the Boehme Aff.)

11.   Over the years, the Company has sent its product managers, business analysts, software designers and developers to classes and seminars across the United States including to courses held by Edward Tufte, widely regarded as a pioneer in the field of data visualization for the sole purpose of improving upon its protected software.

12.   The Company has invested tremendous amounts of capital and resources including investing in online tutorials and books and has directed it software designers and developers to devote a substantial portion of their paid time to research new improvements to the eScholar Uniq-ID© software system. The Company regularly meets with users of the of the eScholar Uniq-ID© software ("System Users") around the country to obtain feedback on the software system and has, over the years, employed user interface web page design specialists whose singular focus is to make the System User's experience as simple and intuitive as possible, with a focus on minimizing the need for training and maximizing System User efficiency and effectiveness.

13.   As described more fully herein, the eScholar Uniq-ID© system design is not obvious. This fact is supported by, among other things, the unique approaches developed by the Company throughout the years, such as unique ways of selecting and organizing data elements, the system's appearance and layout of the various data fields, the spacing between the fields, the particular use of background color (including the use of yellow color in select areas of the web page) to enhance certain data elements, the use of action buttons and their unique positioning on the web page, the use of red lettering to notify System Users of certain data and specific approaches to labeling data fields including field names, locations, font size, color and shading to best utilize the limited real estate on the web page while minimizing the effort a System User has to undertake to navigate through the system. This proprietary system design was solely developed over the years by the Company and comprise original works that also constitute trade secrets and know-how associated with the Company's software product and services offering. The Company has made substantial

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revisions to the functionality, appearance and overall user experience over the course of publishing eleven versions of the eScholar Uniq-ID©, each time with the objective of improving the system functionality, removing superfluous capabilities and unnecessary information as well as simplifying and improving the user experience. (see **Exhibit D** attached to Boehme Aff.)

14.   The Company's investment of capital and resources over the years in the determination of what the system functions should be, as well as the design, layout, graphics and field displays are a result of significant time, effort and investment that the Company has and continues to make against this critical education software platform. In a word, it allows the System User a better view of the data, attempts to guide the user through her/his tasks with the least amount of effort while maximizing accuracy and effectiveness when generating a unique student or staff identifier, resolving potential duplicate records, issuing reports or otherwise interacting with the system.

15.   The Company's decision on what type of functionality to incorporate in the eScholar Uniq-ID© is original work and constitutes a highly proprietary trade secret that required the Company to invest substantial capital and resources over the years. This required the Company, and continues to require the Company to devote immense creativity, investment and resources to make its eScholar Uniq-ID© system the gold standard in the education data management marketplace. All this creative effort to get that right design and look and feel for the System User is geared toward one single goal; that is a user experience that cannot be found anywhere else in the education data management marketplace.

16.   Other systems exist in the educational marketplace; however, those systems fail to deliver the high-quality user experience, functionality, periodic improvements that come with new versions, reliability and customer support that attracts state education agencies to the eScholar Uniq-ID©. The Company's eScholar Uniq-ID© system's ability to intuitively assign and manage unique identifiers is extremely rare in the marketplace and serves as a key differentiator for the Company.

17.   Moreover, and importantly, as described herein, it is beyond dispute that the NDE would have been required to copy critical and defining components of the Company's eScholar Uniq-ID© system to create the software system NDE has now deployed, the ADVISOR Person ID system that the NDE has replaced the eScholar Uniq-ID© system with.

18.   Today, ten State Educational Agencies are currently licensing the eScholar Uniq-ID© system including Iowa, Kansas, Louisiana, Missouri, New Mexico, New York, North Carolina, Pennsylvania, , South Carolina and Texas.

19.   The Company prominently displays its copyright protection for the eScholar Uniq-ID© system on the homepage of the system and in the footer of each page of the user guide for the eScholar Uniq-ID© system which is provided to each licensee of the eScholar Uniq-ID© system.

20.   Needless to say, the Company goes to great lengths in protecting its proprietary and copyrighted products with constant active monitoring and issuance of cease and desist demands anytime the Company's intellectual property policing team discovers the potential for an infringement.

21.   The Company's primary offering is a series of software products and services that intelligently produce data management software systems which are used by state and local education agencies to collect and integrate data used to address, among other attributes, accountability reporting requirements mandated by state and federal law. In particular, and in addition to the nine states where the eScholar Uniq-ID© system is being licensed, the Company licensed to the NDE the eScholar Uniq-ID© system that offers the NDE, and other states, education agencies, the ability to assign and manage unique identifiers for students in grades K-12, as well as students in early childhood educational programs and post-secondary student programs enrolled in undergraduate and graduate school programs.

22.   The NDE terminated the Agreement with the Company on October 31, 2019. In particular, on January 15, 2020 Mr. Dean Folkers ("Folkers"), Information Systems Officer, at the NDE issued to Wolf Boehme ("Boehme"), President of the Company an email with an attached letter (see **Exhibit E** attached to the Boehme Aff.) stating that the NDE was terminating its use of the Company's eScholar Uniq-ID© system. It should be noted that Boehme subsequently clarified with Folkers that the termination would be retroactive to November 1, 2019 (see **Exhibit E** attached to the Boehme Aff.)

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23.   Following receiving this termination notification from the NDE, Boehme promptly

conducted extensive research that was publicly available on the NDE's "ADVISOR Person

ID system (NDE ID System"); the system that Folkers' claimed the NDE developed in-

house and would be replacing the Company's eScholar Uniq-ID© system with.

24.   Importantly, Boehme during his research found a document entitled ADVISOR

Person ID Instructions on the State of Nebraska's web site (see **Exhibit F** attached to the

Boehme Aff.). Upon locating this document Boehme and another Company employee who

is a key software developer with intimate knowledge and understanding of the eScholar

Uniq-ID© system immediately identified striking similarities between a number of NDE ID

System web pages (a web page is what the authorized System User will view on a screen)

and the eScholar Uniq-ID© system web pages.

25.   Upon Boehme learning this troubling fact, he immediately sent an email to Folker

(see **Exhibit G** attached to the Boehme Aff.) on January 22, 2020 stating that he believed

that the NDE reversed engineered or copied critical components of the copyright protected

eScholar Uniq-ID© system in direct violation of the Agreement.

26.   Boehme's position was rebuked by the NDE, (see **Exhibit G**) which in turn caused

the Company to immediately issue a formal cease and desist demand letter to the NDE. In

particular, the cease and desist demand issued by Boehme demanded that the NDE

immediately cease and desist from any further use of the NDE ID System, pay damages and, critically, provide the Company with a complete description of the kind and amount of access the software designers and developers at the NDE had to the Company's eScholar Uniq-ID© system. (See **Exhibit H** attached to the Boehme Aff.)

27.   Following several telephonic conference calls between Boehme and the NDE no resolution to the issue was reached.

28.   It is undisputed that the NDE had complete and unfettered access to the eScholar Uniq-ID© system. Specifically, several NDE employees responsible for designing the NDE ID System software had direct access to the NDE's copy of the Company's eScholar Uniq-ID© system and such access, upon information and belief, would derive from NDE employees access to formal eScholar Uniq-ID© demonstrations of the system by NDE staff or independent contractors, readily available screen shots and otherwise continuous and ongoing access to the eScholar Uniq-ID© system such as NDE staff access to the underlying documentation including training materials. Critically, none of this proprietary information concerning the eScholar Uniq-ID© system is publicly available and copyright notices are prominently displayed on all associated materials relating to the Company's eScholar Uniq-ID© system.

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29.   As described in more detail herein, the NDE wrongfully has and continues to engage

in multiple infringements and trade secret confidentiality violations that materially breach

the Agreement and must be enjoined by this Court.

NDE Copyright Infringements

a) The Company's eScholar Uniq-ID© "Compare" web page

30.   The eScholar Uniq-ID© "Compare" web page is used to review two or more student

records to determine if those particular records represent the same individual or not. It is

undisputed that only a few unique student identifier software systems in the educational

marketplace even offer the concept of the "Compare" page. The NDE ID system does,

without question, copy the literary work including the exact "look and feel" of the

Company's eScholar Uniq-ID© system's "Compare" page.

31.   Specifically, it is beyond dispute that the NDE ID system "Compare" web page and

the Florida Department of Education's unique student identifier are the closest offering to

the Company's "Compare" web page.   There is no doubt that the NDE ID system

"Compare" web page is "strikingly similar" to the Company's eScholar Uniq-ID©

"Compare" web page, whereas the Florida Department of Education's nearest comparable

web page bears essentially no resemblance to it. (See **Exhibit I** to the Boehme Aff.)

32.   To be sure, clear evidence of infringement copying and trade secret violations on

NDE's part include, (i) the name "Compare" for the web page, (ii) the unique inclusion and

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exclusion of critical data fields, (iii) the overall layout, look and feel of the data contained on the web page such as the precise way the data being displayed in columns, selected highlights where data is being compared, "white space" designed to allot for web screen real estate between certain fields, field names that are identical, identical "action buttons" at the bottom and top of the web pages, and action buttons that serve an identical purpose and function.

33.   Moreover, it should be noted that earlier versions of the eScholar Uniq-ID© system displayed information differently and only following the Company's hiring of experts in user interface design, having members of the Company's development team attend seminars and receive training in user interface design together with extensive interaction with eScholar Uniq-ID© system users associated with the Company's customer base did the Company invent the "Compare" web page design currently in use.

34.   The Company is unaware of any other student identifier system currently used by state agencies in the United States that maintains a similar design or layout, includes the same fields, and takes the user through the process in the same sequence of steps in the same sequence of web pages. Moreover, no unique systems display the data with so much space between the fields known in software industry design parlance as "white space" in combination with the use of background color to highlight differences between the data in the "Submission Record" and the master record.

35.   It is beyond dispute that logic would dictate that the NDE ID System could only be borne out of the copying of the Company's eScholar Uniq-ID© system. There is simply no other way especially given the NDE's access for so long to the Company's eScholar Uniq-ID© system to conclude otherwise.

b) Infringement associated with the eScholar Uniq-ID© "Individual Person Information" web page.

36.   The Company's eScholar Uniq-ID© system's "Individual Person Information" web page is yet another clear example of the NDE infringing on the Company's eScholar Uniq-ID© system.

37.   The Company's eScholar Uniq-ID© system's Individual Person Information web page uniquely presents information on an individual; specifically, as with the "Compare" web page, NDE has not only copied the inclusion of certain data elements or fields and corresponding exclusion of other data elements or fields, the precise location of the data on the web page, but also the approach the Company has taken to present the data with significant "white space" to make it simple and intuitive for an individual to interact with the data. Thus, another example of the NDE's direct infringement on the Company's copyrighted protected material and exploitation of the Company's confidential and protected trade secrets and know-how. (See **Exhibit J** to the Boehme Aff.)

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c) *The Company's future irreparable injury as a result of the NDE infringement and trade secret and know-how violations.*

38.   The Company continues to lose revenue and lost business opportunities with each day that passes due to the multiple and systemic copyright infringement and trade secret violations on the part of NDE.

39.   Specifically, this irreparable harm places the Company at a high risk of third parties' stealing the coveted eScholar Uniq-ID© system that the NDE has inexplicably chose to display publicly on its own web site in the form of instructional materials for the "new" NDE ADVISOR Person ID system, for any and all individuals and entities throughout the world to convert for their own commercial exploitation.

40.   Simply put, the world can easily steal the Company's intellectual property by simply going to the NDE's publicly accessible web site and view the ADVISOR Person ID system instructions which substantially mirror documentation that was developed by the Company for the eScholar Uniq-ID©. Stated another way, now the public has unfettered access to the Company's eScholar Uniq-ID© system and associated documentation.

41.   The Company's key software platform with millions spent and substantial external and internal resources devoted over the years in creating 11 versions of this software platform is now up for grabs by anyone who wishes to copy it for their own commercial exploitation.

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42.   Also, nothing stops the NDE from freely distributing the software system that unequivocally was developed by the Company to any third parties without any repercussions.

43.   The Company continues to suffer immense reputational harm by virtue of the above described infringements and the direct copying and reverse engineering by the NDE of the Company's software that the NDE now freely uses free of charge.

2. Breach of Contract

44.   Defendant entered into the Agreement with Plaintiff on November 1, 2004. The Agreement specifically provides in Section 2(b) that the NDE shall not reverse engineer eScholar products, "except with the prior written consent of the President and Chief Executive Officer of eScholar LLC." It is undisputed that the Company never issued any written consent that would permit the NDE to reverse engineer the Company's software products, and in particular the copyrighted protected eScholar Uniq-ID© software system. This constitutes a direct material violation of the Agreement by the Defendant.

45.   Defendant also violated the strict "Confidentiality" provision contained in Section 10 of the Agreement for which Plaintiff is seeking injunctive relief to enjoin the NDE's current and future violations of the Company's highly confidential trade secrets and know-how that are copyright protected, and alternatively, constitute trade secrets that the NDE has released to the public through its web site. The Company over the last 15 years has invested

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approximately $15,000,000 in the development and commercial exploitation of the eScholar Uniq-ID© system including back-end and front-end enhancements to it over the years, including, as discussed herein, proprietary methods, displays of data, among other web page presentations that are unique in the educational data management market place.

FIRST CLAIM FOR RELIEF

Copyright Infringement

Against Defendant

46.   The Plaintiff realleges and incorporates by reference its allegations to Paragraphs 1 through 45 of this Complaint.

47.   The Company owns a series of valid copyrights associated with the eScholar Uniq-ID© system. In particular the Company filed for copyright protection and valid protection was issued by that office, registration no. TX0006347172, for Version 1.0 of the eScholar Uniq-ID©. That registration was filed on March 29, 2006," Subsequent to that, the Company filed seven more copyright registrations, each of which applies to a subsequent version of the eScholar Uniq-ID.

48.   Plaintiff, as described in detail above, has established that Defendant has wrongfully, willfully and knowingly infringed on the copyright protection to the Company's eScholar Uniq-ID© system.

49.   The Defendant has not created any copyrighted work owned by Plaintiff independently and further Defendant has no license by Plaintiff to commercially exploit or in any way use for its own internal purposes the protected copyrighted work created by Plaintiff.

50.   The copyrighted works and constituent elements that Defendant has infringed upon are original copyrighted literary works that Plaintiff has created.

51.   Defendant's wrongful conduct has and continues to violate in the United States copyright laws.

SECOND CLAIM FOR RELIEF

Breach of Contract

52.   The Plaintiff realleges and incorporates by reference its allegations to Paragraphs 1 through 51 of this Complaint.

53.   On November 1, 2004, Plaintiff and Defendant entered into the Agreement by which Plaintiff agreed to license the Company's eScholar Uniq-ID© system. In the most recent renewal of that license, for the year starting 11/01/2018 through 10/31/2019, Defendant paid Plaintiff approximately $84,000 for and inconsideration of the Agreement.

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54.   Plaintiff has duly performed all of its obligations and duties under this Agreement, and the work was performed in all respects.

55.   In particular, Plaintiff licensed certain highly proprietary and statutorily federal copyrighted protected technology to the Defendant who have engaged in multiple acts of copyright infringement by willfully and knowingly reverse engineering such protected copyrighted material in direct contravention and in violation of the Software License and Support Agreement between the Company and NDE dated November 1, 2004, Section 2(b); specifically Plaintiff's eScholar Uniq-ID©. System that, as set forth in detail herein, goes to the heart of Defendant's educational data management software platform.

56.   On numerous dates, as described herein, Plaintiff demanded that Defendant fulfill its obligations under the Agreement, but Defendant refused to comply.

57.   The Agreement also provides for strict confidentiality (Section 10) associated with each party's Intellectual Property, as defined in the Agreement.

58.   Specifically, the "Confidentiality" provision contains in relevant part that, "Each party will employ the same efforts to protect the other party's confidential and proprietary information that it applies to protect its own confidential and proprietary information..."

59.   As defined in the Agreement, "Confidential Information" of eScholar includes in part, "...the Licensed Products, all software and related materials provided with the Licensed Products ... all methods, techniques, and processes revealed by the Licenses Products...." The Agreement defines "Intellectual Property" to mean in relevant part, "...all forms of Intellectual Property rights and protections owned by eScholar and may include, without limitation, ...document sequences and formats....screen flows, design concepts...and all derivative works derived from the above...."

60.   Now, the copyright protection, eight versions in total, filed with the United States Copyright Office protecting the Company's eScholar Uniq-ID© system covers the entire eScholar Uniq-ID© system that includes all back-end computer programming algorithms and software code and front-end interface design architecture, displays, layout, sequences, screen flows and data structuring for the System User that is driven by the back-end portion of the system. Even assuming arguendo the copyright protection accorded to the eScholar Uniq-ID© only protected the computer program's back-end , Defendant still is violating the Confidentiality and Intellectual Property provisions in the Agreement and such conduct must be enjoined since, with each passing day, the integrity of the Company's system is being compromised in the educational data management market place.

61.   To be sure, any third party can simply access the publicly accessible portion of the NDE web site and freely pirate critical elements of the eScholar Uniq-ID© system. Those third parties may include direct competitors of the Company. This is must be stopped and clearly warrants extraordinary relief to stop both current and future hemorrhaging of the

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intellectual property of a core software product that the Company has invested in, at great risk, over at least 15 years, $15,000,000 in investment capital into this key software product. Defendant's wrongful conduct has and continues to put the Company in jeopardy to lose revenue and business opportunities with each day that passes and to lose enterprise value. Critically, the Company's current customers can view what NDE has done and decide to reverse engineer their own copies of the eScholar Uniq-ID© system to avoid license payments to the Company. In a word, Defendant's conduct is decimating the Company, which unless this wrongful and willful conduct is stopped will reduce this Company to a worthless entity.

62.   As a result of Defendant's breach of this Agreement, Plaintiff has been damaged in an amount to be determined by the court, but no less than $15,000,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment against Defendant, granting Plaintiff the following relief:

   A. The entry of judgment in favor of the plaintiff on each and every cause of action.

   B. Issue of a preliminary injunction, pending disposition of this dispute, enjoining and prohibiting Defendant, or its agents, servants, employees, officers, attorneys, successors and assigns from:

1) exploiting or in any way using NDE's "new" ADVISOR Person ID System for internal or external business purposes or any form of commercial exploitation.

2)   publishing information about the NDE ADVISOR Person ID system, which is clearly a derivative work of the Company's eScholar Uniq-ID© system, on Defendant's website or any other forms of media of any kind throughout the world.

3)   enjoining the Defendant from using any protected elements of Plaintiff's eScholar Uniq-ID© system protected under federal copyright law in its business.

4)   enjoining the Defendant from any further reverse engineering of Plaintiff's eScholar Uniq-ID© system under Section 2(b) under the Agreement.

5) enjoining the Defendant from any further trade secret and confidentiality violations c of Section 10 of the Agreement.

C. Monetary damages in an amount of not less than $15,000,000 based upon the Defendants' continuing and future infringement violations of Section 2(b) and Section 10 of the Agreement,

D.   The award of costs of the suit and attorneys' fees; and

E.   Such other relief as the Court deems just and proper.

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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all issues that are so triable.

Dated April 6, 2020.

Respectfully submitted,

eSCHOLAR, LLC, Plaintiff

BY: _____

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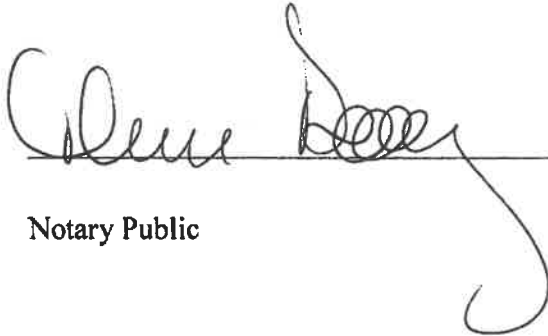Attorneys for Plaintiff

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I declare under penalty of perjury, under the laws of the United States of America,

that the foregoing is true and correct executed this 30 day of March, 2020.

Wolf Boehme, President of eScholar LLC

Sworn to before me this 30 day of March, 2020

Notary Public

Rhoda Bailey
Notary Public, State of New York
No. 01BA6175636
Qualified in Queens County
Commission Expires Oct. 16 20

1/6/2024