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6 APPLICATIONS OF PSYCHOLOGY TO LAW, INC.

7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA

9 APPLICATIONS OF PSYCHOLOGY) Case No.: '15CV2819 LAB KSC
10 TO LAW, INC.,)
) **COMPLAINT FOR COPYRIGHT**
11 Plaintiff,) **INFRINGEMENT**
))
12 vs.) (Demand for Jury Trial)
))
13 HUBERT REED *aka* HUGH REED, an)
individual, REED LAW GROUP, LTD.)
14 d/b/a REED BAR REVIEW, an Illinois)
corporation; and Does 1-10, inclusive,)
15)
))
16 Defendants.)
))
17)

18 Plaintiff Applications of Psychology to Law, Inc. (“Plaintiff” or “APL”),
19 alleges:

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1 **THE NATURE OF THIS ACTION**

2 1. This action is necessitated by Defendants’ intentional, willful and
3 potentially criminal copyright infringement of APL’s unique “schematic” approach
4 to the study of law called “Bar Secrets.” The schematic approach is a way by
5 which to organize information in a manner that can be presented to the human
6 brain in order to be more efficiently and easily stored and recalled. The schematic
7 approach to the study of law was developed by APL’s founders and principal
8 instructors, Dr. Dennis P. Saccuzzo and Dr. Nancy E. Johnson. Dr. Saccuzzo and
9 Dr. Johnson developed this approach based upon their knowledge and
10 understanding of psychology, in particular how human beings process and store
11 information, and their many years of teaching experience. Dr. Saccuzzo, Emeritus
12 Professor of Psychology at San Diego State University, is world known for his
13 research and studies of the foregoing topics, which he along with Dr. Johnson
14 applied to the study of law after attending law school in the 1990s and passing the
15 California bar exam shortly thereafter. Through multiple copyrighted works
16 owned by APL, Dr. Saccuzzo and Dr. Johnson have assisted countless law students
17 and bar takers with their law studies and bar preparations through APL’s
18 copyrighted schemas. Both have now been teaching the bar exam for nearly
19 eighteen years under the trademarked bar course, Bar Secrets.

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1 2. Defendants operate a competing bar review program. Defendants
2 offer several bar review courses that allow their students internet access to all of
3 Defendants’ purported study materials and/or Defendants provide their materials in
4 print form. Defendants boldly claim to have the highest pass rate of any bar
5 review course. Defendant Hubert “Hugh” Reed (“Reed”) the national director and
6 founder of Reed Law Group, Ltd. *dba* Reed Bar Review (“RLG”) (sometimes
7 collectively “Defendants”) claims to have taken and passed over 30 bar exams,
8 including the California Bar Exam. Defendants maintain an extensive presence on
9 the internet touting their bar review program. Defendants state they guarantee their
10 “silver” and “gold” students will pass the bar exam. However, in order to be
11 eligible for the guaranteed-pass “silver” bar review students must pay Defendants
12 \$8,695 and “gold” bar review students must pay Defendants \$14,495. Defendants
13 make similar bold promises to students that buy Defendants’ lower-tier courses.

14 3. Induced by Defendants’ promises, one of Dr. Saccuzzo’s and Dr.
15 Johnson’s former law school students, identified as Jane Doe for this Complaint,
16 signed up for Defendants’ bar review course in connection with her preparation for
17 the July 2015 California bar exam. APL is informed and believes Jane Doe paid
18 over \$4,000 for Defendants’ bar review course, which gave her access over the
19 Internet to all of Defendants’ outlines and books. Upon receiving what Defendants
20 characterized as “flowcharts,” Jane Doe noticed a striking similarity to APL’s

1 schema materials. APL provides 3L courses and an in-house bar preparation
2 program to an ABA law school's students.

3 4. After failing to pass the July 2015 California bar exam despite taking
4 Defendants' bar review course, Jane Doe contacted Dr. Saccuzzo and Dr. Johnson
5 for assistance with the February 2016 California bar exam. Jane Doe informed Dr.
6 Saccuzzo and Dr. Johnson that she had taken Defendants' bar review course and
7 was unsuccessful in passing the California bar exam, and that Defendants' flow-
8 charts were strikingly similar to APL's schemas which she was familiar with
9 through her former studies at the ABA law school where they teach. Dr. Saccuzzo
10 and Dr. Johnson were surprised to hear that another competing bar course was
11 using similar schema materials since APL's schemas are copyrighted and not made
12 available electronically to students or anyone else. Jane Doe showed APL "PDF"
13 copies of the materials that she was provided through Defendants' website. To Dr.
14 Saccuzzo and Dr. Johnson's utter shock, these materials were not only strikingly
15 similar to APL's copyrighted schemas, they were exact scanned images of the
16 pages of APL's copyrighted schemas. Not only was it patently evident Defendants
17 had infringed upon APL's copyrighted materials, Defendants actively plagiarized
18 them by claiming to be the author of the materials. Defendants even went as far as
19 to obliterate APL's copyright notation on every page of APL's schemas and
20 impose their own copyright warning, which provides as follows:

1 **WARNING: Remember these notes are for your use only.**
2 **Photocopying, transmitting, or otherwise sharing these notes with**
3 **anyone is a violation of copyright laws. Do not jeopardize your**
 license to practice law by infringing on protected intellectual
 property.

4 5. Upon further investigation, APL discovered that Defendants infringed
5 upon and plagiarized the schemas from at least five separate registered copyrighted
6 works belonging to APL: The Multistate Subjects, The California Subjects,
7 Agency & Partnership, California Civil Procedure, and California Evidence.
8 APL’s schemas have been copied and/or scanned into PDF format for Defendants’
9 students. APL further learned that Defendants regularly provide “free” copies of
10 APL’s copyrighted schemas to anyone who registers a free account on Defendants’
11 website. As indicated above, APL has never allowed its copyrighted schemas to be
12 transmitted in electronic format for the simple reason that APL has sought to
13 protect its unique approach to the study of law. By blasting APL’s copyrighted
14 schemas in electronic format across the internet, Defendants have effectively
15 destroyed nearly forty years of collective work by APL’s principals.

16 6. APL brings this action to obtain a permanent injunction and monetary
17 redress for Defendants’, and their co-conspirators’, willful violations of APL’s
18 copyrighted schemas. APL believes that through discovery it will be established
19 that Defendants specifically targeted APL’s schemas recognizing that APL
20 developed a unique approach to the study of law.

THE PARTIES

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2 7. Plaintiff Applications of Psychology to Law, Inc. (“Plaintiff” or
3 “APL”) is a California corporation which is, and at all relevant times was,
4 domiciled within the County of San Diego, State of California.

5 8. APL is informed and believes, and based thereon alleges that
6 Defendant Hubert “Hugh” Reed (“Reed”) is, and at all times relevant hereto was,
7 an individual residing in and who was engaged in and doing business in the County
8 of Cook, State of Illinois.

9 9. APL is informed and believes, and based thereon alleges that
10 Defendant Reed Law Group, Ltd. (“RLG”), is, and at all times relevant hereto was
11 doing business as “Reed Bar Review,” and is an Illinois corporation with its
12 principal place of business in the County of Cook, State of Illinois.

13 10. APL is ignorant of the true names and capacities of defendants sued
14 herein as DOES 1 through 10, inclusive, and therefore sues these defendants by
15 such fictitious names. APL will amend this Complaint to allege the DOE
16 defendants’ true names and capacities when ascertained. APL is informed and
17 believes and based thereon alleges that each of the DOE defendants was
18 responsible in some manner for the acts and/or omissions herein alleged, and that
19 all APL’s damages were proximately caused by the acts and omissions of these
20 DOES.

1 matter pursuant to 28 U.S.C. 1338(a), and pursuant to 17 U.S.C. §§ 410(d) and
2 411.

3 13. Defendants, and each of them, are subject to general and specific
4 personal jurisdiction in this District because Defendants have substantial contacts
5 with the State of California and because Defendants have purposefully directed
6 their wrongful contact at this forum. Defendants actively advertise to California
7 law students and California bar takers through their website. Defendants state on
8 their website that they have a course specifically for the California baby bar and
9 that they have tutors available in California to assist California law students and
10 California bar takers. Reed specifically claims to have taken and passed the
11 California State Bar, and as reflected by social media sites he regularly travels to
12 California.

13 14. Defendants have also purposefully directed their activities at
14 California by intentionally targeting APL's copyrighted schemas. APL discovered
15 through its investigation that Defendants, or their co-conspirators, ordered APL's
16 books containing its copyrighted schemas on at least two separate occasions, and
17 APL is informed and believes that mere days after receiving APL's books
18 Defendants copied and/or scanned APL's schemas into PDF format. The metadata
19 from the PDFs identified Reed as the "author" of several of the copied APL
20 schemas, which are registered copyrighted works. After copying APL's schemas,

1 Reed as the “author” of the PDF versions of APL’s schemas, obliterated APL’s
2 copyright information attached to each page of APL’s schemas and affixed RLG’s
3 “Reed Bar Review” logo to the page, along with the stern “warning” that if anyone
4 else attempted to copy the (misappropriated) schemas – which Reed, himself,
5 willfully infringed upon and plagiarized – then they could lose their license to
6 practice law. Ironically, this is a warning Reed patently ignored when he
7 misappropriated APL’s copyrighted schemas.

8 15. APL is also informed and believes, and based thereon alleges that
9 Defendants specifically targeted APL’s schemas given APL’s unique approach to
10 the study of law. Jane Doe reported that Reed acknowledged he was aware of
11 APL’s “Bar Secrets,” which is known nationally for its schematic approach for
12 teaching the law and the bar examination. Further, the bar preparation industry is a
13 relatively small and specialized field, such that it can be inferred that Defendants
14 knew of APL’s existence, targeted APL’s business, and entered into direct
15 competition with APL. Defendants targeted APL by making commercial use of
16 APL’s copyrighted schemas for purpose of competing with APL for students both
17 in California and nationally.

18 16. By boldly infringing upon and plagiarizing APL’s schemas verbatim,
19 Defendants entered into direct competition with APL in the area of California bar
20 review and created confusion among potential APL students as to the true

1 authorship of the schemas at issue in this action. Defendants knew their conduct
2 was likely to confuse and deceive potential APL students as to the source of the
3 schemas. APL has also learned that Defendants use APL’s schemas as a lure –
4 *giving select APL schemas out free of charge* – to anyone who registers an
5 account on Defendants’ website. Defendants permit anyone who registers on their
6 website to access APL’s copyrighted constitutional law, contracts, crimes,
7 evidence, property, and/or tort schemas.

8 17. Defendants cannot credibly claim that they were unaware of APL’s
9 existence in the Southern District of California. Kelly Drew is Reed’s assistant
10 and was a corporate officer of Reed’s Multistate Bar Review, Inc., a prior
11 corporation operated by Reed. When Kelly Drew purchased APL’s books (The
12 Total Bar Secrets Module) from APL’s website in June of 2011, that website
13 prominently displayed “Bar Secrets California bar prep and MBE books,” listed a
14 San Diego telephone number and contained numerous products geared toward the
15 California bar exam. On each of the books Defendants and their agents received,
16 the bottom right corner of the title page says “Applications of Psychology to Law,
17 Inc. San Diego, California.” On the back of that page, APL’s complete San Diego
18 address, telephone number, and fax number were listed. In several of the books,
19 following there is an “About Us” page that explicitly states that “we are located in
20 San Diego, California.” APL is informed and believes, and based thereon alleges,

1 that Kelly Drew purchased APL's books at the direction of Reed in furtherance of
2 their plan to infringe upon APL's copyrights.

3 18. When Reed's wife, Carolyn Lammersfeld, acting as Defendants'
4 agent, purchased APL's California Law Subjects book in December 2012, she did
5 so at APL's website – barsecrets.com. At that time, any user at that web address
6 was able to see that the title of the home page read "California Law and Bar Prep –
7 Bar Secrets." To complete the payment process for that purchase, Ms.
8 Lammersfeld would have had to have actively certified (by clicking a checkbox)
9 that she read and agreed to the website's terms and conditions, a link to which is
10 provided at that step. Those terms and conditions list APL's San Diego address
11 and contain a California choice of law clause.

12 19. All APL book purchases by Defendants were sent by USPS priority
13 mail with a return address label identifying the sender as APL, with its San Diego
14 address.

15 20. Additionally, in 2008, students sued BARBRI and Kaplan, two highly
16 prominent and visible national bar review companies, alleging antitrust violations
17 (CV08-00810, U.S. District Court, Central District of California). In the
18 complaint, the students included various bar review companies they alleged
19 BARBRI and Kaplan both interfered with. Both APL's Bar Secrets and Reed and
20 were referenced. Eliot Disner, one of plaintiffs' attorneys in that lawsuit, emailed

1 a copy of the complaint to APL to verify the accuracy of the portions pertaining to
2 it. APL is informed and believes, and based thereon alleges that Reed (who claims
3 to have been formerly employed by BARBRI) also received a copy of the
4 complaint in this manner and would have thus had an opportunity to discover that
5 APL was a competitor in the California bar preparation market, and that APL had
6 developed the schematic approach to the study of law and bar preparation.

7 21. Further evidence of Defendants' targeting of APL and the California
8 bar preparation market can be found on Defendants' website in the form of
9 multiple "testimonials" by California bar takers. There are at least four California
10 bar takers who thank Reed for helping them pass the California bar exam. Two list
11 telephone numbers in the Southern District of California who thanked Reed for the
12 personal attention. On the "Testimonials" page, three California bar takers from
13 the Southern District thank Reed for tutoring them. APL is also informed and
14 believes, and based thereon alleges that Defendants have also enlisted several
15 former students, including a current Assistant Attorney General in San Diego, to
16 serve as tutors to their California bar takers. APL suspects that Defendants' tutors
17 are unknowingly infringing upon APL's copyrighted schemas given Defendants'
18 plagiarism of these works and Defendants' concealment of APL's copyright
19 notices – placed on each page of APL's copyrighted schemas to warn would-be
20 infringers such as Defendants.

1 22. Defendants’ website specifically advertises “California Baby Bar”
2 courses, and Defendants’ other bar courses include California and California
3 attorney’s exam options. On Reed’s blog and website, updates on California bar
4 exam news and statistics are posted. The apparent purpose of this is to attract
5 California bar takers, including those situated in the Southern District of
6 California. Reed’s Facebook page shares posts connected to California law
7 schools and bar takers, with the clear intent to attract those California law students
8 and bar takers to become students or campus representatives of Defendants’. As of
9 the date of this complaint, Defendants are soliciting for hire law school campus
10 representatives at “all law schools,” including those situated in the Southern
11 District, and in return for serving as a representative for “Reed Bar Review,”
12 Defendants promise a free bar course plus monetary compensation.

13 23. It was foreseeable that APL would be harmed by the infringement of
14 its copyrights, including harm to its business reputation and goodwill, and
15 decreased business and profits. It was foreseeable that this harm would occur in
16 this forum, where APL was known by Defendants to reside. Defendant committed
17 their infringing acts knowing that APL is a resident of the Southern District of
18 California and would suffer injuries from their conduct in this District.

19 24. APL’s infringement claims arise out of Defendants’ purchase of
20 APL’s books on at least two separate occasions, intentional obliteration of APL’s

1 copyright notices on every page, placement of Defendants’ logo and copyright
2 warning on APL’s work, and publishing copies of APL’s work by both posting it
3 on Defendants’ secure website and providing them to individuals who registered
4 on their general website. But for these acts, APL would not have been injured,
5 suffering economic and other loss due to the confusion and unfair competition
6 created by Defendants’ unlawful acts. There is no doubt that these are forum
7 activities because Defendants knew that they were infringing works that belonged
8 to APL, and that APL was located in the Southern District of California.

9 25. Exercise of jurisdiction also comports with fair play and substantial
10 justice. Defendants interjected themselves into the forum by virtue of profiting
11 from the sale of APL’s copyrighted works, including in the state of California.
12 Defendants solicited California law students and bar takers by phone, e-mail, the
13 internet and social media marketing. Defendants’ websites included information
14 on California law schools and the California bar exam, and served registered users
15 who identified themselves as California residents.

16 26. Although apparently Reed resides in Illinois, he travels extensively
17 and has visited locations in California. Reed advertises that he takes the bar every
18 six months and travels as far as Guam to do so. Travelling to Guam from Illinois
19 is much more burdensome than travelling from Illinois to San Diego. Indeed, Reed
20 boasts on Facebook that his “satellite phone works from anywhere in the world.”

1 Therefore, travelling to San Diego to defend this action would not be onerous to
2 Defendants' business or him personally, which is based in large part upon the theft
3 of APL's copyrighted schemas.

4 27. State sovereignty is generally not an issue between states, but rather
5 becomes an issue when the international community is involved. Illinois'
6 sovereignty is not at play: these claims arise out of the federal Copyright Act, and
7 no member of the international community is a party. The injuries arise in the
8 Southern District of California, where APL resides; therefore, California has a
9 strong interest in adjudicating the dispute to protect a California corporation. APL,
10 all of APL's employees, key witnesses, including Jane Doe, and documents are
11 located in California. There is no real benefit in terms of judicial effectiveness to
12 have the case heard anywhere else. APL provides direct services in California,
13 including teaching under contract in classrooms in San Diego continuously with
14 few interruptions or breaks in the calendar year. Specifically, these services
15 include regular semester-long courses, including a for-credit 3-unit third year law
16 student course and another for-credit 2-unit course. In between semesters, APL's
17 principals conduct a live full bar review course twice a year, under contract to a
18 law school, for the California bar exam. APL's principals do not often travel
19 outside California. Additionally, because California is a reasonable forum, there is
20 no need to consider whether another reasonable forum exists.

1 28. Venue lies within the Southern District of California pursuant to 28
2 U.S.C. § 1400, and is also proper in the Southern District pursuant to 28 U.S.C. §
3 1391 (b) and (c) because Defendants, and each of them, are subject to personal
4 jurisdiction in this District as a substantial part of the events or omissions giving
5 rise to the claims herein occurred in this District. This Court also has jurisdiction
6 and venue of this action under 15 U.S.C. § 1125 et seq., 28 U.S.C. §§ 1331,
7 1338(a) and (b). The amount in controversy includes statutory damages for
8 copyright infringement of up to \$150,000 per violation, which APL sustained in
9 the County of San Diego.

10 **APL’S REGISTERED COPYRIGHTED WORKS**

11 29. APL is the holder of multiple registered copyrighted books with the
12 United States Copyright Office (“USCO”) and other law study and bar preparation
13 materials, including but not limited to the following: (1) “Bar Secrets – The
14 Multistate Subjects” originally published in 2001, Registration Number
15 TX0005519699; (2) “Bar Secrets – The California-Specific Subjects” originally
16 published in 2001, Registration Number TX0005784087; (3) “Bar Secrets –
17 Corporations” published in 2005, Registration Number TX0006375290; (4) “Bar
18 Secrets – Remedies” published in 2005, Registration Number TX0006375890; (5)
19 “Bar Secrets – Agency & Partnership” published in 2007, Registration Number
20 TX0006839809; (6) “Bar Secrets – California Civil Procedure” published in 2007,

1 Registration Number TX0006839439; (7) “Bar Secrets – California Evidence”
2 published in 2007, Registration Number TX0006855289.

3 30. APL’s “Bar Secrets – The Multistate Subjects” and “Bar Secrets –
4 The California-Specific Subjects” were later updated and re-published with
5 additional materials as single stand-alone books as follows: (1) “Bar Secrets –
6 Constitutional Law” published in 2005, Registration Number TX0006376759; (2)
7 “Bar Secrets – Bar Secrets Contracts & UCC Sales” published in 2005,
8 Registration Number TX0006370947; (3) “Bar Secrets – Criminal Procedure”
9 published in 2005, Registration Number TX0006375887; (4) “Bar Secrets –
10 Criminal Law” published in 2005, Registration Number TX0006374395; (5) “Bar
11 Secrets – Evidence” published in 2005, Registration Number TX0006370922; (6)
12 “Bar Secrets – Professional Responsibility ABA Rules plus California
13 Distinctions” published in 2005, Registration Number TX0006375889; (7) “Bar
14 Secrets – Property” published in 2005, Registration Number TX0006370898; (8)
15 “Bar Secrets – Torts” published in 2005, Registration Number TX0006375888; (9)
16 “Bar Secrets – Wills and Trusts” published in 2005, Registration Number
17 TX0006373673; and (10) “Bar Secrets – Community Property” published in 2005,
18 Registration Number TX0006373473.

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APL’S BACKGROUND AND SCHEMAS

31. At the heart of each of APL’s copyrighted books listed above are the schemas developed by APL’s principal, Dr. Saccuzzo and Dr. Johnson. Dr. Saccuzzo and Dr. Johnson developed these schemas based upon their collective studies of both psychology and law, considerable teaching experience, and passion for helping their students achieve their goals.

32. Dr. Saccuzzo earned a Ph.D. in clinical psychology from Kent State University in 1973, where he focused his studies on the ways in which humans process and store information. He has been a licensed psychologist in California in good standing since 1976. Dr. Saccuzzo was a professor of psychology at San Diego State University from 1975 through May of 2011, where he published hundreds of books, articles, chapters, professional presentations, and other works in the area of how humans process, learn, store, and handle information. He was awarded the title Emeritus Professor of Psychology.

33. In 1997, Dr. Saccuzzo obtained a juris doctor, and later passed the California bar examination on his first attempt in February of 1998 using early versions of the schematic works (the “schema”) that Defendants later stole and used for their own profit. Dr. Saccuzzo co-developed these materials with Dr. Johnson based on his knowledge and understanding of how humans process, learn, store, and handle information, along with the concept of a “schema.”

1 34. Dr. Johnson earned a Ph.D. in clinical psychology from the University
2 of California, San Diego, and San Diego State University in 1992, where she
3 focused on neuropsychology. She has been a California licensed psychologist in
4 good standing since 1994. Dr. Johnson earned a juris doctor in 1998, and passed
5 the California bar exam on her first attempt in February of 1998, similarly using
6 early versions of the Schema. She co-developed these materials with Dr. Saccuzzo
7 based on her understanding of cognitive psychology and neuropsychology, the
8 limitations of humans' ability to retrieve information from long-term memory, and
9 the concept of a "schema."

10 35. Based on their respective extensive knowledge and experience, in
11 1996 Dr. Saccuzzo and Dr. Johnson began to develop a schematic approach to the
12 study of law. By 2001, Dr. Saccuzzo and Dr. Johnson had written and copyrighted
13 four books covering the basic subject matter of the California bar exam as well as
14 the basic courses taught in the first and second years of law school. All of the
15 books and their corresponding registered copyrights covered the subject matter of
16 the California bar exam as it existed at that time.

17 36. On October 24, 2002, Dr. Saccuzzo and Dr. Johnson formed APL, a
18 California corporation with its principal place of business in San Diego, which has
19 since conducted its business of preparing students for the California bar
20 examination by contracting with law schools and individual law students for the

1 sale and distribution of APL's materials, collectively known by their registered
2 trademark and trade name, Bar Secrets.

3 37. Since that time, APL has publicized and advertised Dr. Saccuzzo and
4 Dr. Johnson's schemas and the Bar Secrets materials as the centerpiece and heart
5 of its teaching model. The schematic approach is defined and explained on APL's
6 website, <http://www.barsecrets.com>. By 2006, APL, through Dr. Saccuzzo and Dr.
7 Johnson, had registered 25 book copyrights and 15 audiovisual copyrights, all
8 using the schema.

9 38. In 2007, when the California bar expanded its content, Dr. Saccuzzo
10 and Dr. Johnson wrote, published, and registered the copyrights for three new
11 books covering all of this new content, including Agency & Partnership Law,
12 California Civil Procedure, and California Evidence.

13 39. Between 1998 and the present, Dr. Saccuzzo and Dr. Johnson, through
14 APL, have used APL's copyrighted materials to teach literally thousands of law
15 students and bar candidates, both privately and through law schools. These
16 courses included third-year for-credit courses totaling 5 units and covering each of
17 the areas of law in the schemas. During this time, they also taught at least two
18 complete bar review programs per year, for a total of at least 34 complete bar
19 review programs based on the schemas. Dr. Saccuzzo and Dr. Johnson have both
20 taught at various law schools and have each held Adjunct status at two different

1 ABA-accredited law schools. In all of these appointments, they have used APL's
2 copyrighted schemas as the center piece of their approach to teaching students and
3 training other APL faculty.

4 40. Dr. Saccuzzo, Dr. Johnson, and APL have never sold or given away
5 electronic copies of APL's copyrighted works, which include the schemas. They
6 are and were only available in hard copy in order to prevent easy transmission or
7 electronic copying. APL has licensed audiovisual material to law schools only at a
8 price of \$100,000 and later \$110,000 per year, but only with strictly limited
9 permissible use and on condition of complete security and liability from the law
10 schools for any unauthorized use or distribution.

11 41. APL has never licensed the schemas to any commercial competitor,
12 least of all to Defendants.

13 42. Reed is a competitor of APL and provides a bar review course through
14 RLG. RLG is a corporate name utilized by Reed on at least two other occasions.
15 Reed has also done business through RLG utilizing numerous fictitious business
16 names, including Passyourbar.com, Reedlawgroup.com, Pre-Lawreview.com,
17 Maxyoursat.com, Lawschooltutoring.com, and Multistatetesting.com. APL is
18 further informed and believes, and based thereon alleges that Reed is currently
19 operating under the fictitious business name, Reed Bar Review. APL is informed
20 and believes, and based thereon alleges, that RLG is completely dominated and

1 controlled by Reed such that RLG is a mere shell, instrumentality, and conduit for
2 Reed's activities. Reed and RLG do not maintain an arm's length relationship as
3 confirmed by Reed's prior formation and abandonment of prior entities named
4 Reed Law Group, Ltd. Therefore, APL alleges on this basis that RLG is Reed's
5 alter ego.

6 43. On June 20, 2011, Reed's longtime assistant, Kelly Drew, purchased
7 the entire set of materials (the Total Bar Secrets Module, containing all of APL's
8 California and multistate schemas tested on the California bar) directly through
9 APL's California website using a credit card and the email address
10 kellydrew483@yahoo.com. The books were shipped on the evening of the June
11 20th by USPS 3-day priority mail to Ms. Drew's personal residence located at 7304
12 N. Olcott, Chicago, IL 60631.

13 44. The metadata APL would later discover on Reed's files revealed that
14 Reed and/or his agents copied APL's copyrighted schemas into PDF format on
15 June 24, 2011 through July 6, 2011. The metadata in Reed's files also revealed
16 that Reed, as the "author," modified APL's copyrighted schemas in late December
17 2012 by adding Reed's logo to the schemas, corporate address, and the following
18 warning:

19 **WARNING: Remember these notes are for your use only.**
20 **Photocopying, transmitting, or otherwise sharing these notes with**
anyone is a violation of copyright laws. Do not jeopardize your

1 **license to practice law by infringing on protected intellectual**
2 **property.**

3 45. Reed, as a lawyer, a person who claims expertise in the law
4 (including, presumably, professional responsibility), and who regularly trades upon
5 his alleged prior military service clearly recognized that his conduct was unlawful,
6 unethical, and in violation of APL's copyrights. Indeed, Reed or his agents acting
7 under his direction and control specifically removed APL's copyright warning
8 from each page of APL's copyrighted schemas. Reed also sought to conceal the
9 true authorship of APL's schemas by placing his logo on the schema; thereby, he
10 plagiarized APL's schemas in addition to infringing upon APL's copyrighted
11 schemas. And, by placing his own copyright warning on the schemas Reed
12 attempted to exercise rights superior to APL's copyrights and claimed authorship
13 of the schemas. Based upon these facts, APL is informed and believes, and based
14 thereon alleges that Reed and RLG engaged in willful, if not criminal, copyright
15 infringement.

16 46. On December 20, 2012, Reed's wife, Carolyn Lammersfeld,
17 purchased APL's California law subjects book containing APL's copyrighted
18 California law schemas directly through APL's California website using a credit
19 card and the email address veggiegolfer@aol.com. The book was shipped on the
20

1 evening of the 20th by USPS priority mail, as contracted, to 333 N. Canal #2403,
2 Chicago IL 60606, which was RLG's former corporate headquarters.

3 47. On December 26, 2012, through December 28, 2012, Reed and/or his
4 agents copied APL's California schemas in the same manner as set forth above.
5 Reed and/or his agents removed APL's copyright warning, and in place of APL's
6 copyright warning added the Reed Bar Review's logo, corporate headquarters
7 address, and the foregoing copyright warning. The metadata show Hugh Reed as
8 the author of the electronic files containing Bar Secrets schemas. Again, APL is
9 informed and believes, and based thereon alleges that Reed and RLG engaged in
10 willful, if not criminal, copyright infringement.

11 48. On or about March 9, 2015, Jane Doe, a former APL student and
12 California resident, sent Reed an email requesting course information. She
13 exchanged emails with Reed on March 25, 2015, and subsequently talked to Reed
14 over the phone on March 26, 2015. Based upon Reed's representations concerning
15 the superiority of his bar review course over those of his competitors, including
16 APL, Jane Doe paid Defendant over \$4,000. Jane Doe was given access to all of
17 Reed and Defendants' online bar review materials, consisting generally of: (1)
18 mini outlines; (2) long outlines; and (3) "flow-charts." Upon accessing these
19 materials Jane Doe noticed immediately that Defendants' flow-charts were
20 identical to APL's schemas.

1 49. On November 27, 2015, Jane Doe notified Dr. Saccuzzo that she had
2 taken the July 2015 bar exam, and had worked with Reed for assistance with the
3 MBE portion of the exam, but had not passed the exam. Jane Doe commented to
4 Dr. Saccuzzo that she found it rather “strange” that Defendants’ materials were
5 clearly identifiable as APL’s schemas. Dr. Saccuzzo asked Jane Doe if she had
6 copies of the materials she believed to be APL’s schemas. Jane Doe subsequently
7 forwarded Dr. Saccuzzo Defendants’ “Contracts Flow Chart.” Upon reviewing
8 Defendants’ “Contracts Flow Chart” it was obvious Defendants had simply
9 scanned and copied APL’s copyrighted contracts bar schema in PDF format.

10 50. Jane Doe subsequently provided APL with copies of all of
11 Defendants’ “flow-charts.” In each instance, the flow charts were electronic PDF
12 copies of APL’s copyrighted schemas. As set forth above, Defendants had
13 removed APL’s copyright warning and placed their logo across APL’s materials
14 and their own copyright warning. APL was completely unaware that its
15 copyrighted schemas had been infringed upon by Defendants until Jane Doe
16 brought this fact to Dr. Saccuzzo’s attention on November 27, 2015. APL is
17 informed and believes, and based thereon alleges that Defendants actively sought
18 to conceal their infringement upon APL’s copyrighted schemas by threatening
19 their students with the potential loss of their license if they distributed Defendants’
20 schemas, which were in truth stolen from APL. Therefore, APL did not discover

1 Defendants' copyright infringement until just recently, and reasonably could not
2 have done so sooner due to Defendants' concealment of their activities.

3 51. After obtaining copies from Jane Doe of the materials Defendants
4 misappropriated from APL, APL undertook an investigation revealing the
5 sequence of events that resulted in Defendants' obtaining access to APL's
6 copyrighted schemas and the copying of those schemas. APL also learned that as a
7 lure to potential students, Defendants provided free samples of their materials,
8 which include the schemas stolen from APL. Defendants are now soliciting
9 "student representatives" to further distribute the copyrighted materials Defendants
10 have stolen from APL. APL's investigation is ongoing and what it has discovered
11 appears to be merely the tip of the iceberg with respect to Defendants' wrongful
12 conduct.

13 **FIRST CAUSE OF ACTION**

14 **Copyright Infringement – Count 1**

15 (Against Defendants Reed, RLG, and Does 1 through 10)

16 52. APL repeats, realleges and incorporates each and every allegation
17 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

18 53. At all relevant times, APL owned and controlled all exclusive
19 copyrights to Bar Secrets – The Multistate Subjects book, originally published in
20 2001, Registration Number TX0005519699, containing APL's copyrighted

1 multistate schemas for the following subjects: contracts, torts, property, evidence,
2 constitutional law, criminal law, criminal procedure (hereinafter the “Multistate
3 Schemas”). APL’s rights to the Multistate Schemas include the exclusive right to
4 reproduce the Multistate Schemas, prepare derivative works based upon the
5 Multistate Schemas, distribute copyrighted copies of the Multistate Schemas to the
6 public, and to display copyrighted copies of the Multistate Schemas publically.
7 Defendants and DOES 1 through 10 do not have any license, authorization,
8 permissions or consent to use the Multistate Schemas for any purpose whatsoever.

9 54. Defendants, including DOES 1 through 10, knew at all relevant times
10 that APL was the sole and exclusive owner of all rights, title, and interest in the
11 Multistate Schemas. Defendants, including DOES 1 through 10, however, ordered
12 copies of the Multistate Schemas with the intention to violate APL’s rights, and did
13 so by making electronic copies of the Multistate Schemas for the purpose of
14 distributing the Multistate Schemas for profit under the fictitious name of Reed Bar
15 Review. Accordingly, Defendants, including DOES 1 through 10, are liable to
16 APL for direct copyright infringement.

17 55. APL is informed and believes, and on that basis alleges that
18 Defendants and DOES 1 through 10 are fully aware of APL’s rights and have
19 infringed upon APL’s rights willfully, knowingly, and with a wanton disregard for
20 APL’s rights.

1 copyrighted schemas for the following subjects: civil procedure, corporations,
2 professional responsibility, remedies, community property, wills, and trust
3 (hereinafter the “California Schemas”). APL’s rights to the California Schemas
4 include the exclusive right to reproduce the California Schemas, prepare derivative
5 works based upon the California Schemas, distribute copyrighted copies of the
6 California Schemas to the public, and to display copyrighted copies of the
7 California Schemas publically. Defendants and DOES 1 through 10 do not have
8 any license, authorization, permissions or consent to use the California Schemas
9 for any purpose whatsoever.

10 60. Defendants, including DOES 1 through 10, knew at all relevant times
11 that APL was the sole and exclusive owner of all rights, title, and interest in the
12 California Schemas. Defendants, including DOES 1 through 10, however, ordered
13 copies of the California Schemas with the intention to violate APL’s rights, and did
14 so by making electronic copies of the California Schemas for the purpose of
15 distributing the California Schemas for profit under the fictitious name of Reed Bar
16 Review. Accordingly, Defendants, including DOES 1 through 10, are liable to
17 APL for direct copyright infringement.

18 61. APL is informed and believes, and on that basis alleges that
19 Defendants and DOES 1 through 10 are fully aware of APL’s rights and have
20

1 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
2 APL's rights.

3 62. As a direct and proximate result of Defendants and DOES 1 through
4 10's infringing activities, APL has sustained and will continue to sustain further
5 substantial injury, including damage to its propriety methods of teaching the law
6 and preparation for California and national bar examination, in an amount not yet
7 known but to be determined according to proof at trial.

8 63. APL lacks an adequate remedy at law for the willful infringement of
9 its copyrighted California Schemas. If not immediately and permanently enjoined
10 and restrained, Defendants, including DOES 1 through 10, will willfully,
11 intentionally, and knowingly continue to reproduce, distribute and otherwise
12 exploit APL's copyrighted California Schemas for profit without APL's
13 authorization, consent or approval and in violation of APL's rights under the
14 Copyright Act.

15 **THIRD CAUSE OF ACTION**

16 **Copyright Infringement – Count 3**

17 (Against Defendants Reed, RLG, and Does 1 through 10)

18 64. APL repeats, realleges and incorporates each and every allegation
19 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

20 ////

1 65. At all relevant times, APL owned and controlled all exclusive
2 copyrights to Bar Secrets –Corporations book, published in 2005, Registration
3 Number TX0006375290, containing APL’s copyrighted schema for Corporations
4 (hereinafter the “Corporations Schema”). APL’s rights to the Corporations
5 Schema include the exclusive right to reproduce the Corporations Schema, prepare
6 derivative works based upon the Corporations Schema, distribute copyrighted
7 copies of the Corporations Schema to the public, and to display copyrighted copies
8 of the Corporations Schema publically. Defendants and DOES 1 through 10 do not
9 have any license, authorization, permissions or consent to use the Corporations
10 Schema for any purpose whatsoever.

11 66. Defendants, including DOES 1 through 10, knew at all relevant times
12 that APL was the sole and exclusive owner of all rights, title, and interest in the
13 Corporations Schema. Defendants, including DOES 1 through 10, however,
14 ordered copies of the Corporations Schema with the intention to violate APL’s
15 rights, and did so by making electronic copies of the Corporations Schema for the
16 purpose of distributing the Corporations Schema for profit under the fictitious
17 name of Reed Bar Review. Accordingly, Defendants, including DOES 1 through
18 10, are liable to APL for direct copyright infringement.

19 67. APL is informed and believes, and on that basis alleges that
20 Defendants and DOES 1 through 10 are fully aware of APL’s rights and have

1 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
2 APL's rights.

3 68. As a direct and proximate result of Defendants and DOES 1 through
4 10's infringing activities, APL has sustained and will continue to sustain further
5 substantial injury, including damage to its propriety methods of teaching the law
6 and preparation for California and national bar examination, in an amount not yet
7 known but to be determined according to proof at trial.

8 69. APL lacks an adequate remedy at law for the willful infringement of
9 its copyrighted Corporations Schema. If not immediately and permanently
10 enjoined and restrained, Defendants, including DOES 1 through 10, will willfully,
11 intentionally, and knowingly continue to reproduce, distribute and otherwise
12 exploit APL's copyrighted Corporations Schema for profit without APL's
13 authorization, consent or approval and in violation of APL's rights under the
14 Copyright Act.

15 **FOURTH CAUSE OF ACTION**

16 **Copyright Infringement – Count 4**

17 (Against Defendants Reed, RLG, and Does 1 through 10)

18 70. APL repeats, realleges and incorporates each and every allegation
19 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

20 ////

1 71. At all relevant times, APL owned and controlled all exclusive
2 copyrights to Bar Secrets –Remedies book, published in 2005, Registration
3 Number TX0006375890, containing APL’s copyrighted schema for Remedies
4 (hereinafter the “Remedies Schema”). APL’s rights to the Remedies Schema
5 include the exclusive right to reproduce the Remedies Schema, prepare derivative
6 works based upon the Remedies Schema, distribute copyrighted copies of the
7 Remedies Schema to the public, and to display copyrighted copies of the Remedies
8 Schema publically. Defendants and DOES 1 through 10 do not have any license,
9 authorization, permissions or consent to use the Remedies Schema for any purpose
10 whatsoever.

11 72. Defendants, including DOES 1 through 10, knew at all relevant times
12 that APL was the sole and exclusive owner of all rights, title, and interest in the
13 Remedies Schema. Defendants, including DOES 1 through 10, however, ordered
14 copies of the Remedies Schema with the intention to violate APL’s rights, and did
15 so by making electronic copies of the Remedies Schema for the purpose of
16 distributing the Remedies Schema for profit under the fictitious name of Reed Bar
17 Review. Accordingly, Defendants, including DOES 1 through 10, are liable to
18 APL for direct copyright infringement.

19 73. APL is informed and believes, and on that basis alleges that
20 Defendants and DOES 1 through 10 are fully aware of APL’s rights and have

1 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
2 APL's rights.

3 74. As a direct and proximate result of Defendants and DOES 1 through
4 10's infringing activities, APL has sustained and will continue to sustain further
5 substantial injury, including damage to its propriety methods of teaching the law
6 and preparation for California and national bar examination, in an amount not yet
7 known but to be determined according to proof at trial.

8 75. APL lacks an adequate remedy at law for the willful infringement of
9 its copyrighted Remedies Schema. If not immediately and permanently enjoined
10 and restrained, Defendants, including DOES 1 through 10, will willfully,
11 intentionally, and knowingly continue to reproduce, distribute and otherwise
12 exploit APL's copyrighted Remedies Schema for profit without APL's
13 authorization, consent or approval and in violation of APL's rights under the
14 Copyright Act.

15 **FIFTH CAUSE OF ACTION**

16 **Copyright Infringement – Count 5**

17 (Against Defendants Reed, RLG, and Does 1 through 10)

18 76. APL repeats, realleges and incorporates each and every allegation
19 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

20 ////

1 77. At all relevant times, APL owned and controlled all exclusive
2 copyrights to Bar Secrets – Agency & Partnership book, published in 2007,
3 Registration Number TX0006839809, containing APL’s copyrighted schema for
4 Agency & Partnerships (hereinafter the “Agency & Partnership Schema”). APL’s
5 rights to the Agency & Partnership Schema include the exclusive right to
6 reproduce the Agency & Partnership Schema, prepare derivative works based upon
7 the Agency & Partnership Schema, distribute copyrighted copies of the Agency &
8 Partnership Schema to the public, and to display copyrighted copies of the Agency
9 & Partnership Schema publically. Defendants and DOES 1 through 10 do not have
10 any license, authorization, permissions or consent to use the Agency & Partnership
11 Schema for any purpose whatsoever.

12 78. Defendants, including DOES 1 through 10, knew at all relevant times
13 that APL was the sole and exclusive owner of all rights, title, and interest in the
14 Agency & Partnership Schema. Defendants, including DOES 1 through 10,
15 however, ordered copies of the Agency & Partnership Schema with the intention to
16 violate APL’s rights, and did so by making electronic copies of the Agency &
17 Partnership Schema for the purpose of distributing the Agency & Partnership
18 Schema for profit under the fictitious name of Reed Bar Review. Accordingly,
19 Defendants, including DOES 1 through 10, are liable to APL for direct copyright
20 infringement.

1 79. APL is informed and believes, and on that basis alleges that
2 Defendants and DOES 1 through 10 are fully aware of APL's rights and have
3 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
4 APL's rights.

5 80. As a direct and proximate result of Defendants and DOES 1 through
6 10's infringing activities, APL has sustained and will continue to sustain further
7 substantial injury, including damage to its propriety methods of teaching the law
8 and preparation for California and national bar examination, in an amount not yet
9 known but to be determined according to proof at trial.

10 81. APL lacks an adequate remedy at law for the willful infringement of
11 its copyrighted Agency & Partnership Schema. If not immediately and
12 permanently enjoined and restrained, Defendants, including DOES 1 through 10,
13 will willfully, intentionally, and knowingly continue to reproduce, distribute and
14 otherwise exploit APL's copyrighted Agency & Partnership Schema for profit
15 without APL's authorization, consent or approval and in violation of APL's rights
16 under the Copyright Act.

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1 **SIXTH CAUSE OF ACTION**

2 **Copyright Infringement – Count 6**

3 (Against Defendants Reed, RLG, and Does 1 through 10)

4 82. APL repeats, realleges and incorporates each and every allegation
5 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

6 83. At all relevant times, APL owned and controlled all exclusive
7 copyrights to Bar Secrets – California Civil Procedure book, published in 2007,
8 Registration Number TX0006839439, containing APL’s copyrighted schema for
9 California Civil Procedure (hereinafter the “California Civil Procedure Schema”).
10 APL’s rights to the California Civil Procedure Schema include the exclusive right
11 to reproduce the California Civil Procedure Schema, prepare derivative works
12 based upon the California Civil Procedure Schema, distribute copyrighted copies
13 of the California Civil Procedure Schema to the public, and to display copyrighted
14 copies of the California Civil Procedure Schema publically. Defendants and
15 DOES 1 through 10 do not have any license, authorization, permissions or consent
16 to use the California Civil Procedure Schema for any purpose whatsoever.

17 84. Defendants, including DOES 1 through 10, knew at all relevant times
18 that APL was the sole and exclusive owner of all rights, title, and interest in the
19 California Civil Procedure Schema. Defendants, including DOES 1 through 10,
20 however, ordered copies of the California Civil Procedure Schema with the

1 intention to violate APL's rights, and did so by making electronic copies of the
2 California Civil Procedure Schema for the purpose of distributing the California
3 Civil Procedure Schema for profit under the fictitious name of Reed Bar Review.
4 Accordingly, Defendants, including DOES 1 through 10, are liable to APL for
5 direct copyright infringement.

6 85. APL is informed and believes, and on that basis alleges that
7 Defendants and DOES 1 through 10 are fully aware of APL's rights and have
8 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
9 APL's rights.

10 86. As a direct and proximate result of Defendants and DOES 1 through
11 10's infringing activities, APL has sustained and will continue to sustain further
12 substantial injury, including damage to its propriety methods of teaching the law
13 and preparation for California and national bar examination, in an amount not yet
14 known but to be determined according to proof at trial.

15 87. APL lacks an adequate remedy at law for the willful infringement of
16 its copyrighted California Civil Procedure Schema. If not immediately and
17 permanently enjoined and restrained, Defendants, including DOES 1 through 10,
18 will willfully, intentionally, and knowingly continue to reproduce, distribute and
19 otherwise exploit APL's copyrighted California Civil Procedure Schema for profit
20

1 without APL's authorization, consent or approval and in violation of APL's rights
2 under the Copyright Act.

3 **SEVENTH CAUSE OF ACTION**

4 **Copyright Infringement – Count 7**

5 (Against Defendants Reed, RLG, and Does 1 through 10)

6 88. APL repeats, realleges and incorporates each and every allegation
7 contained in Paragraphs 1 through 51, inclusive, as though fully set forth herein.

8 89. At all relevant times, APL owned and controlled all exclusive
9 copyrights to Bar Secrets – California Evidence book, published in 2007,
10 Registration Number TX0006855289, containing APL's copyrighted schema for
11 California Evidence (hereinafter the "California Evidence Schema"). APL's rights
12 to the California Evidence Schema include the exclusive right to reproduce the
13 California Evidence Schema, prepare derivative works based upon the California
14 Evidence Schema, distribute copyrighted copies of the California Evidence
15 Schema to the public, and to display copyrighted copies of the California Evidence
16 Schema publically. Defendants and DOES 1 through 10 do not have any license,
17 authorization, permissions or consent to use the California Evidence Schema for
18 any purpose whatsoever.

19 90. Defendants, including DOES 1 through 10, knew at all relevant times
20 that APL was the sole and exclusive owner of all rights, title, and interest in the

1 California Evidence Schema. Defendants, including DOES 1 through 10,
2 however, ordered copies of the California Evidence Schema with the intention to
3 violate APL's rights, and did so by making electronic copies of the California
4 Evidence Schema for the purpose of distributing the California Civil Procedure
5 Schema for profit under the fictitious name of Reed Bar Review. Accordingly,
6 Defendants, including DOES 1 through 10, are liable to APL for direct copyright
7 infringement.

8 91. APL is informed and believes, and on that basis alleges that
9 Defendants and DOES 1 through 10 are fully aware of APL's rights and have
10 infringed upon APL's rights willfully, knowingly, and with a wanton disregard for
11 APL's rights.

12 92. As a direct and proximate result of Defendants and DOES 1 through
13 10's infringing activities, APL has sustained and will continue to sustain further
14 substantial injury, including damage to its propriety methods of teaching the law
15 and preparation for California and national bar examination, in an amount not yet
16 known but to be determined according to proof at trial.

17 93. APL lacks an adequate remedy at law for the willful infringement of
18 its copyrighted California Evidence Schema. If not immediately and permanently
19 enjoined and restrained, Defendants, including DOES 1 through 10, will willfully,
20 intentionally, and knowingly continue to reproduce, distribute and otherwise

1 exploit APL's copyrighted California Evidence Schema for profit without APL's
2 authorization, consent or approval and in violation of APL's rights under the
3 Copyright Act.

4 **WHEREFORE**, Plaintiff prays for judgment against Defendants, as
5 follows:

6 (1) For actual damages and Defendants' profits in an amount exceeding
7 \$1,000,000 to be determined at trial;

8 (2) For statutory damages in connection with Counts 1 through 5 in an
9 amount at the discretion of the Court;

10 (3) For a preliminary injunction and a permanent injunction enjoining
11 Defendants, and their agents, servants, and employees, including attorney coaches,
12 tutors, student representatives and all persons acting under, in concert with, or for
13 them, from continuing to reproduce, distribute, display, disseminate, transmit,
14 make available for download or otherwise use APL's works in any manner
15 whatsoever appropriating or in violation of Plaintiff's copyright;

16 (4) For disgorgement of all profits Defendants have gained by their
17 infringements, including the imposition of a constructive trust with respect to
18 Defendants' profits attributable to their infringement of Plaintiff's copyrighted
19 materials;

20 (5) Attorneys' fees and costs, pursuant to 17 U.S.C. §§ 502-505;

- 1 (6) For costs of suit herein;
- 2 (7) For prejudgment interest on the above-requested damages and at the
- 3 maximum legal rate as provided by law; and
- 4 (8) For such other additional relief as the Court deems just and proper.

5

6 Dated: December 15, 2015

VIVOLI SACCUZZO, LLP

7

8 By: /s/ Michael W. Vivoli

9 MICHAEL W. VIVOLI

10 JASON P. SACCUZZO

11 MICHAEL L. FEDERICI

12 Attorneys for Plaintiff,

13 APPLICATIONS OF

14 PSYCHOLOGY TO LAW, INC.

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: December 15, 2015

VIVOLI SACCUZZO, LLP

By: /s/ Michael W. Vivoli
MICHAEL W. VIVOLI
JASON P. SACCUZZO
MICHAEL L. FEDERICI
Attorneys for Plaintiff,
APPLICATIONS OF
PSYCHOLOGY TO LAW, INC.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

APPLICATIONS OF PSYCHOLOGY TO LAW, INC.

(b) County of Residence of First Listed Plaintiff SAN DIEGO (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael W. Vivoli, Esq. [SBN184366] Tel: (619) 744-9992 Jason P. Saccuzzo, Esq. [SBN221837] Fax: (619) 744-9994 VIVOLI SACCUZZO, LLP 2550 Fifth Avenue, Suite 709, San Diego, CA 92103

DEFENDANTS

HUBERT REED aka HUGH REED, an individual, REED LAW GROUP, LTD. d/b/a REED BAR REVIEW, an Illinois corporation; and DOES 1 - 10, inclusive

County of Residence of First Listed Defendant COOK (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'15CV2819 LAB KSC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes various legal categories like Insurance, Motor Vehicle, Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 17 U.S.C. Section 101 et seq.

Brief description of cause: Copyright Infringement

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE December 15, 2015 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael W. Vivoli

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 121 (6/90)

TO: Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559	REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT
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In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		COURT NAME AND LOCATION United States District Court, Southern District of California 333 West Broadway, Suite 420 San Diego, CA 92101	
DOCKET NO. 15-cv-2819-LAB-KSC	DATE FILED 12/16/2015		
PLAINTIFF APPLICATIONS OF PSYCHOLOGY TO LAW, INC.		DEFENDANT HUBERT REED aka HUGH REED, an individual, REED LAW GROUP, LTD. d/b/a REED BAR REVIEW, an Illinois corporation; and Does 1-10, inclusive	
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OR WORK	
1 TX0005519699	Bar Secrets – The Multistate Subjects	APL	
2 TX0005784087	Bar Secrets – The California-Specific Subjects	APL	
3 TX0006375290	Bar Secrets – Corporations	APL	
4 TX0006375890	Bar Secrets – Remedies	APL	
5 TX0006839809	Bar Secrets – Agency & Partnership	APL	

In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK	
1 TX0006839439	Bar Secrets – California Civil Procedure	APL	
2 TX0006855289	Bar Secrets – California Evidence	APL	
3			

In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment	WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
CLERK	(BY) DEPUTY CLERK	DATE

DISTRIBUTION:

1) Upon initiation of action, mail copy to Register of Copyrights 2) Upon filing of document adding copyright(s), mail copy to Register of Copyrights 3) Upon termination of action, mail copy to Register of Copyrights

4) In the event of an appeal, forward copy to Appellate Court 5) Case File Copy