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6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 INTERNATIONAL EDUCATION  
11 MANAGEMENT GROUP, INC., a  
Delaware corporation,

12 Plaintiff,

13 vs.

14 ABROAD AND FUTURE, INC., a  
15 California corporation; WEI BAO, an  
individual; and DOES 1-25, inclusive,

16 Defendants.  
17  
18  
19

**CASE NO. '19CV1981 BAS LL**

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT; FEDERAL  
UNFAIR COMPETITION;  
CALIFORNIA UNFAIR  
COMPETITION; CALIFORNIA  
FALSE ADVERTISING;  
COMMON LAW  
MISAPPROPRIATION;  
BREACH OF CONTRACT**

**[DEMAND FOR JURY TRIAL]**

20 Plaintiff INTERNATIONAL EDUCATION MANAGEMENT GROUP,  
21 INC. (hereinafter "IEM" or "Plaintiff") for its Complaint against Defendants  
22 ABROAD AND FUTURE, INC., BEVAN BAO and DOES 1-25 (Collectively  
23 "Defendants"), allege:

24 **JURISDICTION AND VENUE**

25 1. This is a civil action arising under the copyright laws of the United  
26 States, Title 17, 26 United States Code, §§ 101 et seq., and the unfair competition  
27 laws of the United States, Title 35, 1 United States Code, §§ 1051 et seq. This  
28

1 Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal  
2 question jurisdiction), 28 U.S.C. § 1338(a) (copyright infringement), 28 U.S.C. §  
3 1338(b) (unfair competition), and 28 U.S.C. § 1367 (supplemental jurisdiction).

4 2. Personal jurisdiction over Defendants ABROAD AND FUTURE,  
5 INC. and WEI BAO (hereafter referred to collectively as "Defendants") is vested  
6 and venue is proper pursuant to 28 U.S.C. § 1391 in the United States District  
7 Court for the Southern District of California since a substantial part of the events  
8 giving rise to the claims herein occurred in this District and Defendants knowingly  
9 and purposefully directed their infringing acts to this District, and/or against  
10 Plaintiff IEM, knowing IEM is a resident of this District and would suffer any  
11 injures from Defendants' conduct in this District, and IEM suffered the injures it  
12 sustained from Defendants' wrongful acts alleged herein in this District.

### 13 THE PARTIES

14 3. Plaintiff IEM is a Delaware corporation with its principal place of  
15 business at 1500 State Street, San Diego, California. IEM, among other things, is  
16 engaged in promoting global education by placement of international students into  
17 California regional education programs with partnering institutions from high  
18 school through graduate programs, providing on-campus support and meeting  
19 students' residential needs.

20 4. On information and belief, defendant ABROAD AND FUTURE,  
21 INC. is a California corporation with its principal place of business in Anaheim,  
22 California, whose registered agent for service was, at all relevant times set forth  
23 herein InCorp Services, Inc., 5716 Corsa Ave., Suite 110, Westlake Village,  
24 California. On information and belief, ABROAD AND FUTURE, INC. is  
25 engaged in the business of and maintaining an on-line website  
26 abroadandfuture.com. On information and belief, ABROAD AND FUTURE,  
27 INC. was and is engaged in the business of placing international students regularly  
28

1 and extensively advertises its services on the "abroadandfuture.com" website.

2 5. On information and belief, defendant WEI BAO (hereinafter "BAO")  
3 is an individual and former employee and contractor of IEM and who was party to  
4 a written agreement executed on or about December 25, 2015, prohibiting him  
5 from use of any IEM intellectual property, or other trade secret or otherwise  
6 confidential material. On information and belief, BAO also uses the alias "Bevan  
7 Bao" when conducting business in California and, on occasion, "Bao Wei." On  
8 information and belief, defendant BAO is an individual residing in China and in  
9 California, and at all times relevant to this action, has owned and controlled, and  
10 continues to own and control, ABROAD AND FUTURE, INC.

11 6. The true names and capacities, whether individual, corporate, or  
12 otherwise, of the Defendants sued as Does 1 through 25 are unknown to Plaintiff,  
13 who, therefore, sues them by such fictitious names. At such time as their true  
14 names and capacities have been ascertained, Plaintiff will seek leave of Court to  
15 amend this Complaint accordingly. On information and belief, Plaintiff alleges  
16 that each of Does 1 through 25 was the agent, representative, or employee of each  
17 of the other Defendants and was acting at all times within the scope of his/her  
18 agency or representative capacity, with the knowledge and consent of the other  
19 Defendants, and that each of Does 1 through 25 are liable to Plaintiff in  
20 connection with one or more of the claims sued upon here and are responsible in  
21 some manner for the wrongful acts and conduct alleged here.

## 22 **FACTS COMMON TO ALL CLAIMS**

23 7. IEM is a Delaware corporation with its principal place of business at  
24 1500 State Street, Suite 100, San Diego, California. IEM is a global education  
25 enterprise which partners with a number of academic institutions to provide  
26 international student candidates access to various schools for academic pursuits  
27 ranging from four-year high school to graduate degree programs. IEM is actively  
28

1 engaged in providing comprehensive education services to international students  
2 including, but not limited to, recruitment, enrollment and continuing support both  
3 on and off campus. IEM has created a set of processes, customized information  
4 technology and advertising tools that has, over the last years, contributed to its  
5 overall success and growth. To promote its international business, and inform  
6 prospective clients of its expertise, and as part of its overall marketing and  
7 recruitment strategy, IEM created, developed and maintains a website at the URL  
8 "ieducationm.com" (hereinafter the "Website"). IEM employees authored the  
9 Website content within the scope of their employment relationship with IEM.

10 8. IEM has invested substantial time, skill and resources in creating and  
11 developing the Website. The Website is an original work of authorship and  
12 contains copyrightable subject matter under the copyright laws of the United  
13 States.

14 9. The Website also bears IEM's name and logo notifying the public of  
15 its authorship and ownership of the material therein.

16 10. IEM is the owner of all right, title, and interest in and to the copyright  
17 in the Website and the copyright registration, Reg. No. TX 8-737-274, with an  
18 effective date of registration of April 11, 2018. A copy of the registration is  
19 attached as Exhibit 1.

20 11. Printouts from the Website incorporating the copyrighted material are  
21 attached hereto as Exhibit 2.

22 12. On information and belief, ABROAD AND FUTURE, INC. is a  
23 company engaged in the business of providing international student candidates  
24 access to various schools including schools within the County of San Diego.

25 13. BAO was employed by IEM from approximately 2006 through 2013  
26 and engaged by IEM as a contractor between approximately March 2014 and  
27 September 24, 2015. During the period he was engaged by IEM, BAO had access  
28

1 to proprietary and other confidential information belonging to IEM.

2 14. On or about December 25, 2015, BAO and IEM entered into a written  
3 agreement wherein BAO was prohibited from use of any proprietary documents,  
4 materials and other information relating to IEM or its business for his own benefit  
5 or that of any third party. Additionally, BAO agreed that the exclusive venue and  
6 jurisdiction for any dispute arising from the written agreement shall be the County  
7 of San Diego, California.

8 15. On information and belief, at the times relevant to the claims herein,  
9 BAO owned, or was a principal of, and/or was employed by Defendant ABROAD  
10 AND FUTURE, INC.

11 19. Defendants have misappropriated, copied, distributed, created works  
12 of, and publicly displayed on ABROAD AND FUTURE, INC.'s website,  
13 www.abroadandfuture.com. material from IEM's website without the permission  
14 or authorization of IEM. Printouts from ABROAD AND FUTURE, INC.'s  
15 website incorporating the infringing material are attached hereto as Exhibit 3  
16 (hereafter the "Infringing Work"). Defendants copied verbatim nearly the entire  
17 text of approximately eight pages from IEM's website and incorporated it verbatim  
18 into ABROAD AND FUTURE, INC.'s website.

19 20. On information and belief, Defendants intentionally copied the  
20 Website with knowledge of IEM's ownership and copyright in this work.  
21 Defendants have not copied the Website for informational purposes only, but have  
22 made commercial use of IEM's Website and of the copyrighted material.

23 21. On information and belief, Defendants willfully, deliberately and  
24 knowingly used Plaintiffs copyrighted work for the purpose of promoting its  
25 business and attracting new business in the field of international education in  
26 competition with IEM. On information and belief, Defendants willfully,  
27 deliberately and knowingly used Plaintiffs copyrighted work in the course of  
28

1 designing ABROAD AND FUTURE, INC.'s commercial website.

2       22. On information and belief, Defendants failed to acknowledge the  
3 original source of IEM's content on the ABROAD AND FUTURE, INC.  
4 commercial website. Instead, on information and belief, Defendants intentionally  
5 and falsely represented the material as originating from and authored by  
6 Defendants, or employees thereof, through their use of the name " ABROAD AND  
7 FUTURE, INC.," and the ABROAD AND FUTURE, INC. firm logo and, by their  
8 inclusion of the material, attributing copyright ownership to ABROAD AND  
9 FUTURE, INC. on material knowingly appropriated from IEM.

10       23. On information and belief, at all relevant times herein, Defendants  
11 knew, or reasonably should have known, that the Infringing Work would be  
12 confusing and misleading the public as to the ownership of the copyright of the  
13 infringing content of Defendants website.

14       24. IEM took prompt action upon learning of Defendants' wrongful conduct  
15 by issuing a takedown notice on or about May 4, 2018. IEM is informed and  
16 believes that Defendants complied with the notice and removed the infringing  
17 material on or about .

## 18                   **FIRST CAUSE OF ACTION**

### 19                   **(Copyright Infringement - 17 U.S.C. §§ 501 et seq.)**

20       26. Plaintiff realleges and incorporates by reference the preceding  
21 paragraphs.

22       27. Since the creation of its works, IEM has complied in all respects with  
23 the Copyright Revision Act of 1976 (Title 17, United States Code) and all other  
24 laws governing copyright. IEM has secured the exclusive rights and privileges in  
25 and to the copyright of Plaintiffs Website and has been granted Registration No.  
26 TX 8-737-274 from the United States Copyright Office.

27       28. IEM is the sole owner of all right, title, and interest in and to the  
28

1 copyright of Plaintiff s Website and the corresponding Certificate of Copyright  
2 Registration.

3 29. On information and belief, Defendants have infringed IEM's  
4 copyrighted work in violation of 17 U.S.C. § 501 by copying, distributing,  
5 creating derivative works, and publicly displaying works that were copied or  
6 caused to be copied from Plaintiffs Website and that are substantially similar, if  
7 not identical, to that copyrighted work.

8 30. On information and belief, Defendants' infringement commenced  
9 prior to and continuing subsequent to the effective date of registration of IEM's  
10 copyright in the Website. On information and belief, the infringement by  
11 Defendants is willful and deliberate, with knowledge of IEM's copyright.

12 31. As a result of the copyright infringement by Defendants, IEM has  
13 suffered and will continue to suffer irreparable injury to its business reputation and  
14 goodwill and has lost sales and profits in an amount not yet fully ascertained  
15 and/or is entitled to and award of statutory damages. As a further result of  
16 Defendants' infringement of IEM's copyrights, IEM is entitled to recover costs of  
17 suit and attorney's fees pursuant to 17 U.S.C. § 505.

## 18 **SECOND CAUSE OF ACTION 23**

### 19 **(Federal Unfair Competition - 15 U.S.C. § 1125(a))**

20 32. Plaintiff realleges and incorporates by reference the preceding  
21 paragraphs.

22 33. Defendants' conduct described herein constitutes unfair methods of  
23 competition and unfair and deceptive trade practices under the Lanam Act.

24 34. Defendants' bodily appropriation of the Website in the Infringing  
25 Work and their use of the ABROAD AND FUTURE, INC. name and logo on the  
26 Infringing Work in interstate commerce constitute a false designation of the origin  
27 and false representation of fact and as such violates Section 43(a) of the Lanam  
28



1 Act, 15 U.S.C. § 1125(a).

2 35. Defendants' use of, or aiding and contributing to the use by ABROAD  
3 AND FUTURE, INC. attributing authorship and copyright ownership of the  
4 Infringing Work to ABROAD AND FUTURE, INC. constitutes a false  
5 designation of origin and false representation of fact and as such violates Section  
6 43(a) of the Lanam Act, 15 U.S.C. §1125(a).

7 36. Defendants' statements in the Infringing Work regarding the nature  
8 and quality of ABROAD AND FUTURE, INC.'s services and experience are false  
9 and misleading, material, and likely to deceive its audience, and as such constitute  
10 false and misleading descriptions and representations of fact in violation of  
11 Section 43(a) of the Lanam Act, 15 U.S.C. § 1125(a).

12 37. On information and belief, Defendants have benefitted and profited in  
13 an unknown amount from their unauthorized use of IEM's copyrighted work, as  
14 well as from these false designations of origin and false representations of fact.  
15 The exact amount of profits realized by Defendants as a result of their wrongful  
16 acts is unknown to IEM at this time, and cannot be accurately ascertained until an  
17 accounting is made.

18 38. As a result of Defendants' wrongful actions IEM incurred damages in  
19 an amount to be proved at trial consisting of, among other things, lost revenues,  
20 injury to its reputation, and diminution in the value of and goodwill associated  
21 with its business.

22 39. Defendants' conduct complained of herein is malicious, fraudulent,  
23 knowing, wilful, and deliberate entitling IEM to an accounting of Defendants'  
24 profits, increased damages, and attorneys' fees and costs incurred in prosecuting  
25 this action, pursuant to 15 U.S.C. § 1117.

26 ///

27 ///



**THIRD CAUSE OF ACTION**

**(California Unfair Competition - Cal. Bus. & Prof. Code § 17200 et seq.)**

40. Plaintiff realleges and incorporates by references the preceding paragraphs.

41. Defendants' conduct complained of herein constitutes an unlawful and unfair business practice in violation of California's statutory unfair competition laws.

42. Defendants' conduct has resulted in a wrongful diversion of business, money, and/or property from IEM to Defendants.

43. As a result of this unfair competition by Defendants, IEM suffered injury to its business reputation and goodwill, and lost sales and profits in an amount not yet fully ascertained.

44. Defendants' conduct complained of herein is malicious, fraudulent, knowing, wilful, and deliberate entitling IEM to equitable restitution of Defendants' profits attributable to such conduct.

**FOURTH CAUSE OF ACTION**

**(California False Advertising - Cal. Bus. & Prof. Code § 17500 et seq.)**

45. Plaintiff realleges and incorporates by references the preceding paragraphs.

46. The conduct of Defendants described herein constitutes false advertising in violation of California's statutory prohibitions.

47. Defendants' wrongful conduct has resulted in a wrongful diversion of business, money, and/or property from IEM Purcell to Defendants.

49. As a result of the false advertising by Defendants, IEM has suffered injury to its business reputation and goodwill and lost sales and profits in an amount not yet fully ascertained.

///

**FIFTH CAUSE OF ACTION**  
**(Common Law Misappropriation)**

50. Plaintiff realleges and incorporates by reference the preceding paragraphs.

51. IEM invested substantial time, skill and resources in developing its Website, which Defendants have wrongfully appropriated and used at no cost to Defendants and without the authorization or consent of IEM, and as such constitutes an unlawful misappropriation of IEM's property interests in the Website.

53. As a result of this misappropriation by Defendants, IEM suffered injury to the value of the Website, its business reputation and goodwill, and lost sales and profits in an amount not yet fully ascertained.

**SIXTH CAUSE OF ACTION**  
**(Breach of Contract)**

54. Plaintiff realleges and incorporates by reference the preceding paragraphs

55. IEM entered into a contract with Defendant BAO on or about December 25, 2016 wherein BAO was prohibited from use of any proprietary IEM documents, materials and other information relating to IEM or its business for his own benefit or that of any third party.

56. IEM performed all of its obligations under the terms of the Agreement,

57. On information and belief, BAO breached December 25 agreement by continuing to use non-public and confidential information and material in violation of his obligations under the Agreement. In addition, he willfully infringed on IEM's copyrights, trade secrets and other proprietary rights by using such proprietary material for his personal gain without the knowledge and consent of IEM.

///

1           58. On information and belief, as a result of BAO's breach, IEM suffered  
2 damages, including lost profits, in an amount to be proved at trial.

3                           **PRAYER FOR RELIEF**

4           WHEREFORE, plaintiff IEM prays that:

5           (1) Defendants account to IEM for all gains, profits, and advantages  
6 derived by Defendants by their infringement of Plaintiffs' copyrights or such  
7 damages as are proper, and since Defendants intentionally infringed plaintiffs'  
8 copyrights, for the maximum allowable statutory damages for each violation;

9           (2) IEM be awarded actual and/or statutory damages for Defendants'  
10 copyright infringement in an amount to be determined at trial;

11           (3) IEM be awarded damages as a result of Defendant BAO's breach of  
12 contract in an amount to be determined at trial;

13           (4) IEM be awarded treble damages and punitive damages based on  
14 Defendants' wilful, malicious and unlawful conduct;

15           (5) IEM be awarded its reasonable attorneys' fees and costs of suit,  
16 including its costs of suit; and

17           (6) IEM be awarded such other and further relief as this Court deems just.

18  
19 Dated: October 10, 2019

Respectfully submitted,

20  
21  
22 By: c/Carl M. Lewis  
CARL M. LEWIS  
23 Attorney for Plaintiff  
E-mail: cmlaw@pacbell.net  
24  
25  
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27  
28

**JURY DEMAND**

Plaintiff demands trial by jury on all issues so triable.

Dated: October 10, 2019

Respectfully submitted,

By: /Carl M. Lewis  
CARL M. LEWIS  
Attorney for Plaintiff  
E-mail: cmlaw@pacbell.net

**EXHIBITS INDEX**

Exhibit 1 .....	14
Exhibit 2 .....	16
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# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kory A. Lusk*

United States Register of Copyrights and Director

Registration Number

**TX 8-737-274**

Effective Date of Registration:

April 11, 2018



## Title

Title of Work: International Education Management's Website and Content

## Completion/Publication

Year of Completion: 2009  
Date of 1st Publication: February 01, 2010  
Nation of 1<sup>st</sup> Publication: United States

## Author

• Author: International Education Management  
Author Created: text  
Work made for hire: Yes  
Citizen of: United States  
Domiciled in: United States

## Copyright Claimant

Copyright Claimant: International Education Management  
1500 State Street, San Diego, CA, 92101, United States

## Rights and Permissions

Organization Name: International Education Management  
Email: kieu.vo@ieducationm.com  
Address: 1500 State Street  
San Diego, CA 92101 United States

## Certification

Name: Kieu Vo  
Date: April 11, 2018

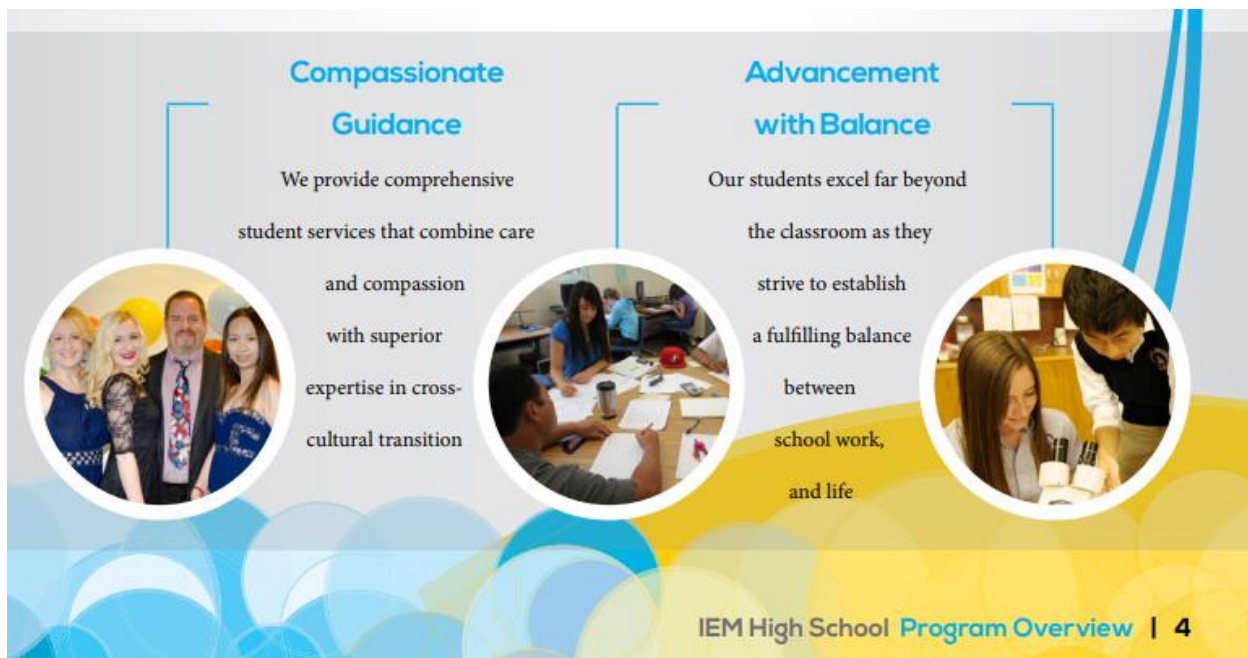


Correspondence: Yes




[ieducationm.com](http://ieducationm.com)

#1 [http://ieducationm.com/wp-content/uploads/2015/06/IEM\\_HS\\_Brochure2014\\_WEB.pdf](http://ieducationm.com/wp-content/uploads/2015/06/IEM_HS_Brochure2014_WEB.pdf)



#2 [http://ieducationm.com/wp-content/uploads/2015/06/IEM\\_HS\\_Brochure2014\\_WEB.pdf](http://ieducationm.com/wp-content/uploads/2015/06/IEM_HS_Brochure2014_WEB.pdf)



"Working with IEM has been a wonderful experience. As an organization, IEM diligently works to provide every student with the support that they need to be successful in and outside of classroom. I highly recommend IEM to other institutions, students, and parents."

*-Dennis "Coach" Snyder, President/Founder,  
Escondido Charter High School*

"As a parent, I know how important it is to ensure that students receive the best possible education. IEM understands students' needs and academic aspirations. IEM provides students with the necessary tools to improve English, be academically successful, integrate into American culture, and grow during their time on the program."

*- Scott Marshall, Headmaster,  
The Rock Academy*

#3 [http://ieducationm.com/wp-content/uploads/2015/06/IEM\\_HS\\_Brochure2014\\_WEB.pdf](http://ieducationm.com/wp-content/uploads/2015/06/IEM_HS_Brochure2014_WEB.pdf)



### Why Do Schools Partner with IEM?

Our international students enhance the cultural dynamic of classrooms within our partner high schools. IEM acts as a solid partner with these high schools to support its students with comprehensive services outside of the classroom. IEM assumes a high level of responsibility for each student, allowing the school to focus on its academic curriculum and uphold its policies and regulations. With a streamlined admissions process, and thorough document collection and verification, IEM assumes much of the work involved in bringing these international students from their home country and integrating them with their American peers. IEM brings to the table superior knowledge and expertise in international education to build a cohesive bond between the high schools, educators, parents, and students.





#4 [http://ieducationm.com/wp-content/uploads/2015/06/IEM\\_HS\\_Brochure2014\\_WEB.pdf](http://ieducationm.com/wp-content/uploads/2015/06/IEM_HS_Brochure2014_WEB.pdf)



## IEM Mission & Values

Combining a passion for education with the expertise necessary for the advancement of every student

IEM is an international educational management company with core expertise in international student recruitment, curriculum development, student services, and specialized university counseling. We always put student academic success and student growth first, and are proud to have provided thousands of students from all corners of the globe with the life-changing opportunity to fulfill their educational goals abroad.

At IEM, we leverage decades of management experience in international education and presently consist of a network of international recruitment agents, a global educational cooperative network, and trusted partners worldwide. Through the knowledge and expertise that only comes with experience, we have developed a set of robust processes, paired with customized information technology tools, that provide us true competitive advantage in student case management. We take a profound interest in the development of our students, from first meeting to graduation day and beyond.

#5 <http://ieducationm.com/pre-high-school-program/>



International Education Management's Pre-High School Program is designed to assist international students in acquiring the language skills needed to succeed academically, develop the social skills required to adjust and adapt to a new culture, and provide the tools necessary for dealing with the emotional stress of living in a new environment.

#6 <http://ieducationm.com/about/>



**COMMITMENT TO  
EXCELLENCE**

EM sets the bar for educational standards by offering rigorous and challenging coursework through our partner schools.



**COMPASSIONATE  
GUIDANCE**

We provide comprehensive student services that combine care and compassion with superior expertise in cross cultural transition.



**ADVANCEMENT WITH  
BALANCE**

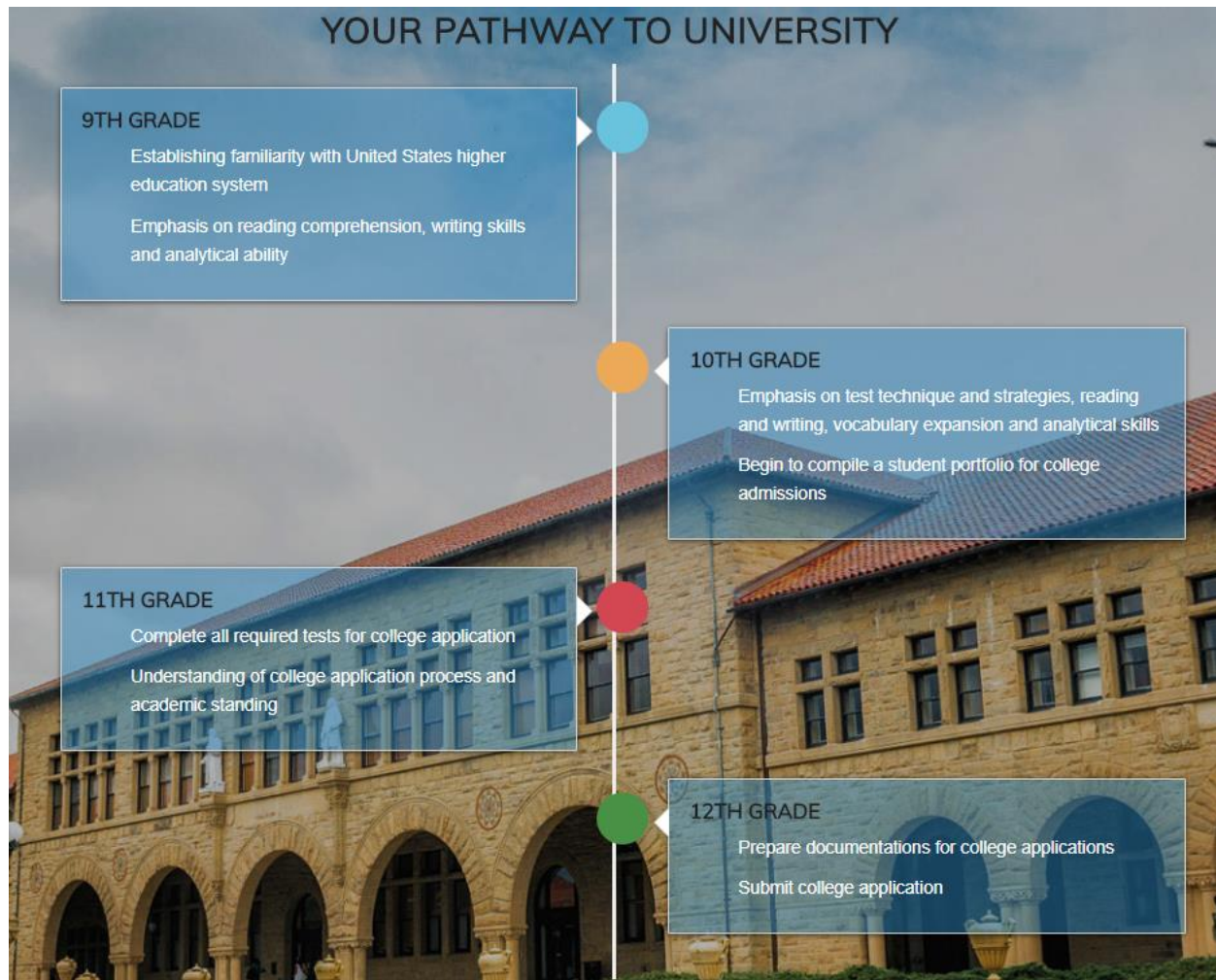
Our students excel far beyond the classroom as they strive to establish a fulfilling balance between school work and life.



**GLOBAL  
CITIZENSHIP**

Our programs encourage students to apply their passion for school and strive to become learners and leaders within the global community.

#7 <http://ieducationm.com/university-counseling/>





#8 <http://ieducationm.com/become-a-host-family/>

### ***Have you ever thought about hosting an international student?***

IEM's Homestay Program offers families an amazing opportunity to inspire a child and develop a stronger cultural awareness and appreciation. As you open your heart and your home to an exceptional young global citizen from another country, you become part of living and building cooperation, understanding, unity and peace between nations.

Ongoing support and guidance from IEM staff throughout your hosting experience

A rich exposure to another culture in your own home

An opportunity for your family to learn and/or practice a new language

Inclusion in yearly ceremonies and activities

A deep, rewarding connection with your student that will grow with your family and last a lifetime

A reliable monthly compensation for at least an academic year, as long as you host a student

### ***BECOME A HOST FAMILY***

*HOW TO APPLY*

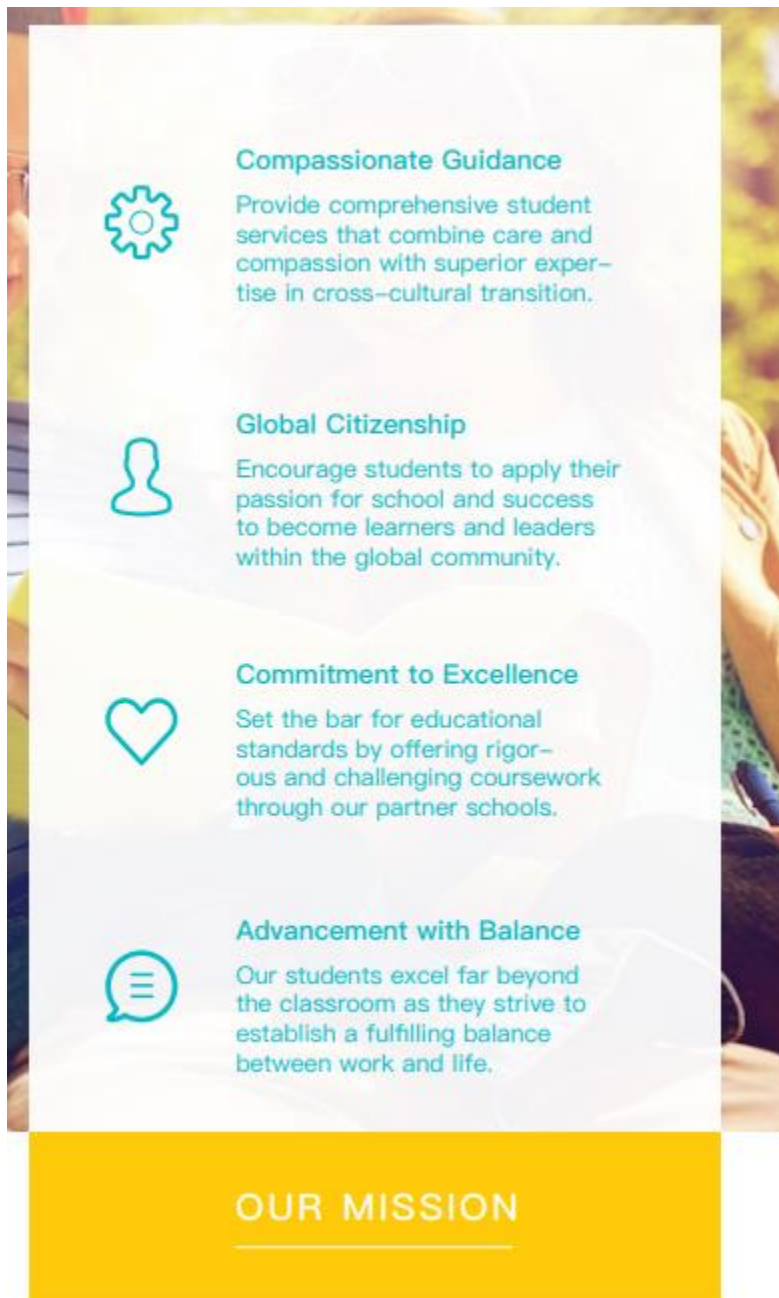


#### **APPLY**

Apply via our online application form. OR Contact us via email at [homestay@ieducationm.com](mailto:homestay@ieducationm.com) with a short description of yourself and your family, number of rooms available for prospective student/s, and your motivation for participating in the program. Also, make sure you provide your telephone number, address, and the best time to contact you.

**abroadandfuture.com**

#1 <http://www.abroadandfuture.com/download/af.pdf>



#2 <http://www.abroadandfuture.com/download/af.pdf>



Dennis Snyder  
President

Escondido Charter  
Schools

“

Working with AF has been a wonderful experience. As an organization, AF diligently works to provide every student with the support that they need to be successful in and outside of classroom. I highly recommend AF to other institutions, students, and parents.

”



Zerui Huang  
Student

Maranatha Christian  
Schools

“

AF is very professional. They truly understand each student's emotions and help each student find solutions to challenges on their own.

”



Thomas Powell  
Homestay  
Parent

Portland, OR

“

As a parent, I know how important it is to ensure that students receive the best possible education. AF understands students' needs and academic aspirations. AF provides students with necessary tools to improve English, be academically successful, integrate into American culture, and grow during their time on the program.

”

#3 <http://www.abroadandfuture.com/download/af.pdf>



Our international students enhance the cultural dynamic of classrooms within our partner high schools. We act as a solid partner with these high schools to support its students with comprehensive services outside of the classroom. We assumes a high level of responsibility for each student, allowing the school to reduce its liabilities and uphold its policies and regulations. With a streamlined admissions process, and thorough document collection and verification, We assumes much of work involved in bringing these international students from their home country and integrating them with their American peers. We brings to the table superior knowledge and expertise in international education to build a cohesive bond between the high schools, educators,parents, and students.

#4 <http://www.abroadandfuture.com/download/af.pdf>

The image is a promotional graphic for AF (Abroad and Future). It features a teal background. In the top left, there is a white network graphic consisting of dots connected by lines. In the top right, there is a large, stylized white 'F' logo. The text 'SUPPORT, COMMITMENT & PASSION' is written in white, bold, sans-serif capital letters in the center. Below this, there are three paragraphs of white text. The first paragraph discusses the value of global education. The second paragraph describes AF as an international educational management organization. The third paragraph discusses the organization's experience and network. A small white vertical bar is positioned to the left of the third paragraph.

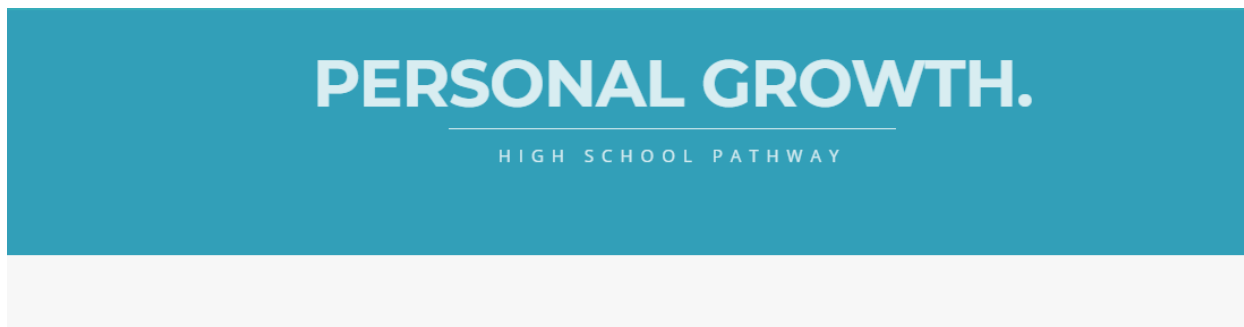
SUPPORT,  
COMMITMENT &  
PASSION

The value of global education is celebrated the world over. Vigor, creativity, problem-solving, teamwork, open-mindedness, diversity, and crossdisciplinary reasoning are the skills and intelligences that drive innovation in the new and emerging world economy.

AF is an international educational management organization with core expertise in international student exchange, curriculum development, student services and specialised university counselling. We always put students' academic success and their growth in the first place, and are proud to have provided thousands of students from all corners of the globe with the life-changing opportunity to fulfil their educational goals abroad.

We leverage years of management experience in international education, a network of international recruitment agents, a global educational cooperative network and trusted partners worldwide. Through the knowledge and expertise that only comes with experience, we have developed a set of robust processes, paired with customized information technology, which provide us true competitive advantage in student management. We take a profound interest in the development of our students, from first meeting through to graduation day and beyond.

#5 <http://www.abroadandfuture.com/high-school-pathway/>



High School Pathway Program is designed to assist international students in acquiring the language skills needed to succeed academically, develop the social skills required to adjust and adapt to a new culture, and provide the tools necessary for dealing with the emotional stress of living in a new environment.

From engaging classes to waterpark excursions, the program will fosters friendship, awareness, and personal growth! Each student learns and experiences new customs, cultures and styles and is better prepared for life's many journeys.


#### WHAT YOU WILL GET?

- Heightened reading and writing comprehension
- Effective communication and oral presentation skills
- Enhanced cultural, communicative, and social familiarity
- Cultural excursions to enrich the American experience

#6 <http://www.abroadandfuture.com/>


BEST CUSTOMIZED SERVICES FOR STUDENTS & SCHOOLS.

## 'ONE'SOLUTION




**Commitment to Excellence**

Set the bar for educational standards by offering rigorous and challenging coursework through our partner schools.




**Advancement with Balance**

Our students excel far beyond the classroom as they strive to establish a fulfilling balance between work and life.



**Global Citizenship**

Encourage students to apply their passion for school and success to become learners and leaders within the global community.



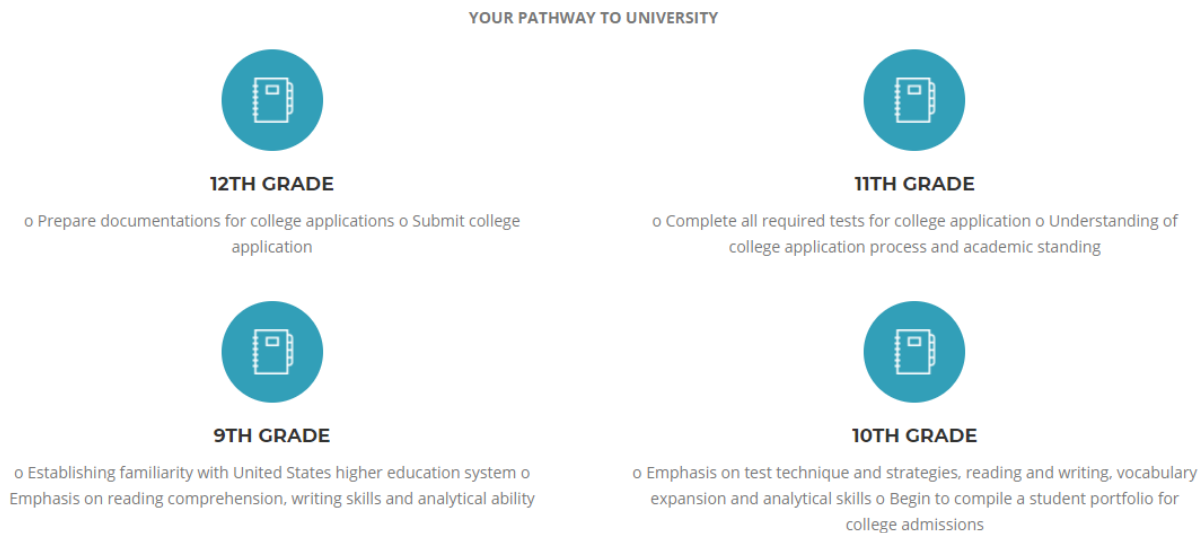
**Compassionate Guidance**

Provide comprehensive student services that combine care and compassion with superior expertise in cross-cultural transition.

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#7 <http://www.abroadandfuture.com/college-pathway/>



#8 <http://www.abroadandfuture.com/hostfamily/>

## BECOME A HOST FAMILY NOW

HOST FAMILY APPLICATION

APPLY NOW!

**Have you ever thought about hosting an international student?**

AF Homestay Program offers families an amazing opportunity to inspire a child and develop a stronger cultural awareness and appreciation. As you open your heart and your home to an exceptional young global citizen from another country, you become part of living and building cooperation, understanding, unity and peace between nations.

- Ongoing support and guidance from our staff throughout your hosting experience
- A rich exposure to another culture in your own home
- An opportunity for your family to learn and/or practice a new language
- Inclusion in yearly ceremonies and activities
- A deep, rewarding connection with your student that will grow with your family and last a lifetime
- A reliable monthly compensation for at least an academic year, as long as you host a student

We are currently seeking families to host high school students. If you are interested in becoming a host family, but want some more information before applying, please complete the form below. Our Student Services Department will contact you shortly.

Opening your home to an international student presents a wonderful opportunity to share American culture, traditions, values and beliefs as well as to help shape the future of a young person looking to become a part of our community.

- **APPLY**  
Contact us via email at [hello@abroadfuture.com](mailto:hello@abroadfuture.com) with a short description of yourself and your family, number of rooms available for prospective student/s, and your motivation for participating in the program. Also, make sure you provide your telephone number, address, and the best time to contact you.  
Fill out the application form and provide one family picture and your house front picture. The student bedroom and bathroom pictures are needed as well.
- **HOUSE VISIT BY STAFF**  
Furthermore, We will conduct a background check for all family members over 18 years old.
- **CONFIRMATION LETTER**  
You will receive a confirmation letter indicating that you have been selected for our program.

## 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**

INTERNATIONAL EDUCATION MANAGEMENT GROUP, INC. a Delaware corporation

(b) County of Residence of First Listed Plaintiff San Diego, California  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Carl M. Lewis (SBN 121776), 1916 Third Avenue, San Diego, California, Tel. (619) 232-0160

**DEFENDANTS**

ABROAD AND FUTURE, INC., a California corporation; WEI BAO, an individual

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

**'19CV1981 BAS LL**

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

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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 - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**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. §§ 501 et seq; 15 U.S.C. § 1125(a)

Brief description of cause:

copyright infringement; federal unfair competition

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$  
UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

10/11/2019

SIGNATURE OF ATTORNEY OF RECORD

s/Carl M. Lewis

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 121 (6/90)

TO:  <b>Register of Copyrights Copyright Office Library of Congress Washington, D.C. 20559</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
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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. 19-cv-01981-BAS-LL	DATE FILED 10/15/2019	
PLAINTIFF International Education Management Group, Inc. a Delaware corporation		DEFENDANT Abroad and Future, Inc. a California corporation; Wei Bao an individual; Does 1-25 inclusive
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OR WORK
1 TX-8-737-274	International Education Mgmt's Website and Content	International Education Mgmt.
2		
3		
4		
5		

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			
2			
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