

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

POST UNIVERSITY, INC.	:	
Plaintiff,	:	
v.	:	Civil Action No.: 3:21-cv-01242
COURSE HERO, INC.	:	JURY TRIAL DEMANDED
Defendant.	:	September 17, 2021

COMPLAINT

Plaintiff Post University, Inc. (“Post University” or “Post”) files this complaint against defendant Course Hero, Inc. (“Course Hero”) and alleges the following:

THE PARTIES

1. Plaintiff Post University is a Delaware Corporation with its principal place of business at 800 Country Club Road, Waterbury, CT 06730.
2. Upon information and belief, defendant Course Hero is a Delaware Corporation with its principal place of business at 2000 Seaport Blvd Ste 400, Redwood City, CA, 94063-5584, United States. Upon information and belief, Course Hero does business in the State of Connecticut.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §§ 1331, 1338(a) and (b) and 1367.

4. This Court has personal jurisdiction over Course Hero by virtue of it transacting, doing, and soliciting business in this District, committing tortious acts in this District, and because a substantial part of the relevant events occurred in this District.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2).

POST UNIVERSITY

6. Post University was founded in 1890 and includes the School of Arts & Sciences, the John P. Burke School of Public Service and Education, The Malcolm Baldrige School of Business, and the American Sentinel College of Nursing & Health Sciences. A new School of Continuing Higher Education has an anticipated start date of September 2021.

7. In March 2021, Post University acquired American Sentinel University and SentinelU, a division of American Sentinel University. Sentinel City® is a healthcare simulation application that is sold and marketed by SentinelU. Following the acquisition, the American Sentinel College of Nursing & Health Sciences was formed at Post University.

8. Post University is a for-profit higher education institution that offers a total of 38 Degree Programs that are taught on its campus in Waterbury, CT, online, or via a hybrid of on campus and online. The programs offered at Post University include 1 Doctorate-level Degree Program, 11 Masters-level Degree Programs, 20 Bachelor-level Degree Programs, and 6 Associate-level Degree Programs. Post University has conferred more than 4,000 Degrees in the past two (2) years. In addition, Post University offers 17 undergraduate-level and graduate-level Certificate Programs.

9. Post University is accredited by the CT Office of Higher Education. Post University has also been continuously accredited by the New England Commission on Higher Education since 1972. The Accreditation Council for Business Schools and Programs has accredited certain programs offered in The Malcolm Baldrige School of Business. The Commission on Collegiate Nursing Education has granted Post University programmatic accreditation for the following nursing programs: RN- BS Nursing, RN- BS Nursing/MS Nursing, and MS Nursing. The Accreditation Commission for Education in Nursing has granted Post University accreditation for the Doctor of Nursing Practice Program. The National

Association for the Education of Young Children has granted programmatic accreditation for the Associate of Science in Early Childhood Education and the Bachelor of Science in Child Studies.

10. Post University invests substantial resources in the creation of numerous documents to carry out the educational Programs provided to its students. These documents include, but are not limited to, tests and quizzes, assignments, journal prompts, interactive assessments (e.g., tests, quizzes, assignments), interactive content, course learning materials, non-interactive multi-media content (e.g., videos), course syllabi, lesson plans, discussion board prompts, unit overviews and objectives, course information pages, study guides, assignment rubrics, group work activities/assignments/prompts, instructor resources, and college success resources.

11. Post University employs and/or retains the services of numerous professionals to create content for the purpose of carrying out the education of the students. The professionals retained include approximately 74 Faculty, 5 Assistant Deans, 2 Associate Deans, 5 Deans, 800 Adjunct Faculty, 9 Instructional Designers, 2 Multi-Media Specialists, and a Director of Instructional Design. In addition, Subject Matter Experts are regularly retained to further ensure quality of content during the design and/or re-design of Post University Courses.

12. Post University has spent millions of dollars (US) creating and maintaining high quality content for the operation of the University and its academic programs. In addition, Post University has been forced to spend significant resources ensuring the academic integrity of its programs.

COURSE HERO

13. Course Hero operates a website located at <http://www.coursehero.com> where Defendant purports to offer “an online learning platform of course-specific study resources.”

14. Course Hero boasts that it has more than 20 million students and educators as users and offers access to “Study Resources” and “24/7 Homework Help.” The 24/7 Homework Help generally refers to an on-demand resource where students are able to ask tutors retained by Course Hero for assistance with, e.g., homework problems. Upon information and belief, the Study Resources refers to a collection of tens of millions of documents uploaded by users to the

Course Hero site. The uploaded documents are searchable, and are categorized by School, Textbook, Literature Title and Subject.

15. Course Hero purports to house documents uploaded by its users from more than 3,400 “Colleges and Grad Schools,” more than 19,700 “High Schools,” and more than 1800 “Trade Schools.” Study Resources identified as being specific to Post University are available at the following website: <https://www.coursehero.com/sitemap/schools/456-Post-University/>.

16. The Course Hero website states that more than 23,000 documents from 189 Departments at Post University have been uploaded by Course Hero users.

17. Course Hero Study Resources are secured behind a paywall that requires users who do not have an Educator Account to pay for a Course Hero subscription. In exchange for paying for a Course Hero account, Course Hero provides limited access to the Study Resources available on site. Course Hero prevents all other visitors to the website from viewing the original Study Resources, as uploaded by its users.

18. The Course Hero website advertises the availability of two types of accounts: Student and Educator. Non-subscribers cannot view any original documents uploaded by users. Rather, a non-subscriber can view an alternate document created by Course Hero (i.e., a “Preview”). A “Preview” is a derivative work, based on the original uploaded document, that is created by Course Hero and displayed publicly to users without a subscription. The Preview document created by Course Hero is a document in which some or all of the content from the original version of the Study Resource, as uploaded, is altered, removed and/or hidden. Upon information and belief, the user responsible for uploading an original document is not involved with the creation of the Preview document.

19. Preview documents are not all created by Course Hero in the same manner. Upon information and belief, the Preview documents are created by Course Hero by altering the original document uploaded by a user in various manners and based on several factors. The factors include, but are not necessarily limited to, the type of content contained in the original Study Resource, the number of pages of the original Study Resource, and the number of Study Resources the non-subscriber has recently accessed. The various manners of alteration include blurring, placing opaque boxes or banners directly over the content, and removing entire pages.

20. Referring to Exhibit 1, a screen shot of a webpage that includes a first exemplary Preview document is shown. The Preview is identified as having the following title: “Assignment – Weekly Newspaper – ENG110 College Writing...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“ENG 110”), Type (“Homework Help”), the user name of the uploader (“ElderPony1001”), and the number of pages in the original document (“3”). The Preview document includes a first and second page. The third page has been removed entirely. On the first page, a portion of the original text on approximately the top half of the page is visible. A portion of the banner on the top of the page has been altered such that it is blurred. The content of approximately the bottom half of the first page is blurred such that the content is unreadable. Another opaque blue banner extends across the bottom of the first page of the Preview stating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The content on the second page of the document is blurred such that it is completely unreadable. An opaque blue banner extends across the middle of the second page reiterating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The webpage also includes sidebars advertising Literature Study Guides, fingernail images of documents that “Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns. Two additional banners, one black and one blue, advertising Course Hero’s Tutoring services are also provided. A pink box in the upper right of the page reads, “View full document.”

21. Referring to Exhibit 2, a screen shot of a webpage with a second exemplary Preview document displayed is shown. The second Preview is identified as having the following title: “ENG110 – Course Syllabus – ENG110 u2013 College...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“ENG 110”), the user name of the uploader (“student325131”), and the number of pages in the original document (“4”). The second Preview document includes a first and second page. The third and fourth pages have been removed entirely. On the first page, the banner on the top of the page has been blurred. The original text in the middle portion of the first page is visible. Another opaque blue banner extends across the bottom of the first page of the Preview stating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The content on the second page of the document is blurred such that it is completely unreadable. An opaque

blue banner extends across the middle of the second page reiterating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The webpage also includes sidebars advertising Literature Study Guides, fingernail images of documents that “Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns. Two additional banners, one black and one blue, advertising Course Hero’s Tutoring services are also provided. A pink box in the upper right of the page reads, “View full document.”

22. Referring to Exhibit 3, a screen shot of a webpage with a third exemplary Preview document displayed is shown. The third Preview is identified as having the following title: “CHS111_Assignment_Research_Paper_10-01-10[1] – CHS111...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“CHS 111”), the user name of the uploader (“griv921”), the number of pages in the original document (“6”), and the Ratings (indicating that “50% (2)” have rated the document a thumb’s up). The third Preview document includes a first, second and third page. The fourth, fifth and sixth pages have been removed entirely. On the first page, the banner on the top of the page has been substantially blurred. The remainder of the original text on first page is visible, except for an opaque blue banner that extends across the screen. The content on the second page of the document is blurred such that it is completely unreadable. An opaque blue banner extends across the bottom of the second page stating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The content on the third page of the document is also blurred such that it is completely unreadable. An opaque blue banner extends across the middle of the third page reiterating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The webpage also includes a sidebar advertising fingernail images of documents that “Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns. A pink box in the upper right of the page reads, “View full document.”

23. Referring to Exhibit 4, a screen shot of a webpage with a fourth exemplary Preview document displayed is shown. The fourth Preview is identified as having the following title: “Syllabus ACC 111Day.docx – ACC111 Financial Accounting...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“ACC 111”), Type (“Notes”), the user name of the uploader (“jiangkaiyu201609”), and the number of pages in the

original document (“5”). The fourth Preview document includes a first, second and third page. The fourth and fifth pages have been removed entirely. On the first page, the banner on the top of the page has been substantially blurred. The remainder of the original text on first page is visible. The content at the top of the second page of the document is legible; however the remainder is blurred such that it is completely unreadable. An opaque blue banner extends across the bottom of the second page stating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The content on the third page of the document is completely removed and the page is blank, except for an opaque blue banner that extends across the middle of the third page reiterating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The webpage also includes a sidebar advertising fingernail images of documents that “Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns. A pink box in the upper right of the page reads, “View full document.”

24. Referring to Exhibit 5, a screen shot of a webpage with a fifth exemplary Preview document displayed is shown. The fifth Preview is identified as having the following title: “Unit 7 HRM201 2018 Final Exam Questions (1).docx – UNIT...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“HRM 201”), Type (“Test Prep”), the user name of the uploader (“LindaKKwapich”), the number of pages in the original document (“4”), and the Ratings (indicating that “50% (2)” have rated the document a thumb’s up). The fifth Preview document includes a first and second page. The third, and fourth pages have been removed entirely. On the first page, the original text on first page identifying the document as Final Exam, the number of questions in the exam, and the Directions are visible. In addition, the first question is visible. The portion of the document directly below the first question is covered by an opaque light blue banner that has an image of a lock and reads, “Get answer to your question and much more”. The remainder of the text on the first page is blurred such that it is completely unreadable. An opaque blue banner extends across the bottom of the first page stating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The content on the second page of the document is blurred, except for an opaque blue banner that extends across the middle of the second page reiterating, “Upload your study docs or become a Course Hero member to access this document / Continue to access.” The webpage also includes a sidebar advertising fingernail images of documents that

“Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns. An additional blue banner advertising Course Hero’s Tutoring services is also provided. A pink box in the upper right of the page reads, “View full document.”

25. Post University has not authorized the creation, display, reproduction, distribution, and/or sale of any of the documents shown in exemplary Previews shown in Exhibits 1-5. Post University has also not authorized the recasting, alteration or adaptation of the Post University documents that were performed by Course Hero to create the exemplary Previews.

26. Upon information and belief, Course Hero creates and displays Preview documents in order to entice visitors to the Course Hero website to become a member of a subscription service, to directly compensate Course Hero when the user redeems an “Unlock” (discussed *infra.*) to access the original document, and to market additional products (e.g., other available Study Resources) and services (e.g., tutoring) offered by Course Hero.

27. Once a non-subscriber has viewed a preset number of Preview documents, the modified document created and displayed by Course Hero as a Preview changes substantially. Referring to Exhibit 6, a screen shot of a webpage with a sixth Preview document displayed is shown. The sixth Preview is identified as having the following title: “Unit 1 – Plagiarism Assignment.pdf – PSY101 u2013...” Information at the top of the webpage identifies the School (“Post University”), the Course Title (“PSY 101”), the user name of the uploader (“mommyhelps”), and the number of pages in the original document (“2”). The sixth Preview document includes a first and second page. On the first page, the content is blurred such that is rendered unreadable and an opaque box covering the center of the page is overlaid. The opaque box reads, “We’re glad you enjoyed your Course Hero previews. / Subscribe for instant access / Get instant access / Share to earn access / Contribute course-specific materials. / Share to access / Already on Course Hero? Log in.” On the second page, the content is blurred such that is rendered unreadable and an opaque box identical to the opaque box on the first page covers the center portion of the second page. The webpage also includes a sidebar advertising fingernail images of documents that “Students who viewed this also studied”, and three (3) testimonials from university students that are also identified as Course Hero Interns.

28. Upon information and belief, additional Preview documents accessed by the same non-subscriber are modified in a manner substantially similar to Exhibit 6. The number of Preview documents that can be accessed prior to the type of extreme alteration between the original uploaded document and the modified document provided as a Preview, as seen in Exhibit 6, is approximately four (4).

29. Each of the Preview documents shown in Exhibits 1-6 are derived from documents owned by Post University.

30. Referring to Exhibit 7, a copy of the original Study Resource downloaded from Course Hero corresponding to the first Preview document shown in Exhibit 1 is provided. The document includes three (3) pages, and a watermark has been added by Course Hero to the center of the document, and the footer.

31. Referring to Exhibit 8, a copy of the original Study Resource downloaded from Course Hero corresponding to the second Preview document shown in Exhibit 2 is provided. The document includes four (4) pages, and a watermark has been added by Course Hero to the center of the document, and the footer.

32. Referring to Exhibit 9, a copy of the original Study Resource downloaded from Course Hero corresponding to the third Preview document shown in Exhibit 3 is provided. The document includes three (3) pages, and a watermark has been added by Course Hero to the center of the document, and the footer.

33. Referring to Exhibit 10, a copy of the original Study Resource downloaded from Course Hero corresponding to the fourth Preview document shown in Exhibit 4 is provided. The document includes three (3) pages, and a watermark has been added by Course Hero to the center of the document, and the footer.

34. Referring to Exhibit 11, a copy of the original Study Resource downloaded from Course Hero corresponding to the fifth Preview document shown in Exhibit 5 is provided. The document includes three (3) pages, and a watermark has been added by Course Hero to the center of the document, and the footer.

35. Post University has not authorized the creation, display, reproduction, distribution, or sale of any of the documents shown in Exhibits 7-11.

36. Upon information and belief, there are hundreds if not thousands of additional Post University-owned copyrighted documents available on the Course Hero website as Study Resources that are hidden from public view behind the Course Hero paywall.

37. Upon information and belief, modified versions of the above hundreds, if not thousands of documents, are available to other members of the public as “Previews” that are created and made visible by Course Hero.

38. Visitors to the Course Hero website are encouraged to register for either a Student or an Educator account. Any member of the public can register for a Student account. Upon information and belief, Educator accounts are available on a limited basis to current professors, lecturers, and instructors at higher education institutions in the United States, Canada, and Australia. Educator accounts require verification from Course Hero prior to activation.

39. Student accounts cost \$9.95US per month. Educator accounts are free.

40. A Student account holder that visits the Course Hero website is also not able to access all of the documents uploaded by other users. Rather, the account holder attempting to access Study Resources is presented with Preview documents similar to those presented to non-subscribers. Then, on a document-by-document basis, an account holder can elect to “Unlock” certain original documents uploaded by the user. Upon clicking the Unlock button provided on the Course Hero site, Course Hero then displays the original document to the user and permits the user the download the original document. The standard number of Unlocks an account holder is provided by Course Hero in exchange for the subscription fee is 30 per month.

41. Exhibit 12 is an example of a Preview document displayed to an account holder. The example Preview document corresponds to the Preview document displayed to a visitor without an account as reproduced in Exhibit 5. The Preview documents are substantially similar, except the pink box in the upper right corner reads “Unlock Document” instead of “View full document,” and the blue banner at the bottom of page one and the middle of page 2 reads, “Unlock document with your Course Hero subscription / Unlock Document” rather than “Upload your study docs or become a Course Hero member to access this document / Continue to access.”

42. Exhibit 13 is an example of the document as shown on Course Hero after a Study Resource has been unlocked by an account holder. The blurring of the content in the original document has been removed; however, yellow opaque banners have been placed over the answers to the Exam Questions. The yellow opaque banners read, “Need the answer? / 4511 tutors online. Answers in as fast as 15 minutes. / Get it – with an explanation.” The original Study Resource is not viewable by the user until the Study Resource has been downloaded (see Exhibit 5). Therefore, Course Hero continues to provide a derivative work based on an original uploaded document to account holders in some instances even after an “Unlock” has been redeemed. Upon information and belief, the derivative work in these cases is intended to entice account holders to use Course Hero’s other paid services (e.g., tutoring).

43. An active Student account holder is able to redeem an “Unlock” in exchange for access to an original Study Resource up to 30 times per month. Once the maximum allowed number of “Unlocks” have been used, additional “Unlocks” are available to the account holder for an additional fee as shown in Exhibit 14. Please note that Exhibit 14 has been modified to remove payment information details. For example, five (5) additional “Unlocks” can be purchased for \$15.00US, ten (10) additional “Unlocks” can be purchased for \$25.00US, or twenty (20) additional “Unlocks” can be purchased for \$45.00US.

44. Account holders can also “earn” additional “Unlocks” by uploading Study Resources. Referring to Exhibit 15, for every 10 Study Resources uploaded, an account holder earns 5 “Unlocks.”

45. Upon information and belief, Course Hero has a Beta offering called the Educator Exchange. Eligible individuals must be a current instructor in the U.S., Canada or Australia. Users must be verified. Once verified, users are encouraged to share content and earn revenue when students unlock the uploaded content.

46. Upon information and belief, there are additional documents available via the Educator Exchange on Course Hero that consist of Post University-owned copyrighted materials for which Course Hero is providing a financial compensation to the Educator who uploads the document once a user redeems an Unlock in exchange for access to the original document.

POST UNIVERSITY LETTERS TO COURSE HERO

47. Referring to Exhibit 16, Post University sent a take-down letter to Course Hero on January 6, 2021. The letter identified sixty-four (64) instances of materials appearing on Course Hero to which Post University was able to obtain a good faith belief were copyrighted materials owned by Post University. In addition, Post University put Course Hero on notice that additional copyrighted materials are highly likely to exist on their site, and that documents bearing Post University Trademarks continue to appear on their site. A record hold notice was issued.

48. Referring to Exhibit 17, Course Hero replied on January 6, 2021 to the letter shown in Exhibit 16 with a first email notifying Post University that the matter had been assigned Ticket #1874611.

49. Referring to Exhibit 18, Course Hero replied a second time on January 12, 2021 with an email updating Ticket #1874611. According to the email, all identified copyrighted documents were removed by Course Hero. However, no additional pro-active steps were taken by Course Hero to determine if additional copyrighted materials owned by Post University remained on the Course Hero site.

50. Referring to Exhibit 19, Post University sent a second take-down letter to Course Hero on February 24, 2021. The letter identified thirty-five (35) additional instances of copyrighted materials appearing on the Course Hero site. In addition, Post University explained the impossibility of policing the Course Hero site due to the pay wall and subscription requirement. In a good faith effort to avoid litigation, Post University offered to negotiate for free access to the Study Resources for the purpose of locating copyrighted materials owned by Post University. A record hold notice was issued again.

51. Referring to Exhibit 20, Course Hero replied on February 24, 2021 to the letter shown in Exhibit 19 with an email notifying Post University that the matter had been assigned Ticket #1971624.

52. Referring to Exhibit 21, Course Hero replied a second time on March 3, 2021 with an email updating Ticket #1971624. According to the email, all identified copyrighted documents were removed by Course Hero. No additional pro-active steps were taken to

determine if additional copyrighted materials owned by Post University remained on the Course Hero site. Post University's good faith offer was not addressed.

POST UNIVERSITY COPYRIGHTS

53. Post University is the owner of all documents created by faculty and staff of Post University including, upon information and belief, thousands of documents which have unlawfully been made available for distribution and sale on Course Hero's website. For exemplary purposes, Post University has obtained copyright registrations for five (5) of such documents and intends to continue to pursue additional registrations.

54. Referring to Exhibit 22, the document titled "College Writing Post U Newspaper Assignment," was created as a work for hire in 2020. Post University owns the copyright registered with the United States Copyright Office for Registration Number TXu 2-268-447 for the above-identified work. A copy of the deposit material maintained by the United States Copyright Office as part of the Registered Copyright is attached as Exhibit 23. Exhibit 22 corresponds to the document downloaded from Course Hero in Exhibit 7, as well as the derivative work seen in the Preview document of Exhibit 1.

55. Referring to Exhibit 24, the document titled "ENG110 College Writing Course Syllabus," was created as a work for hire in 2020. Post University owns the copyright registered with the United States Copyright Office for Registration Number TXu 2-268-438 for the above-identified work. A copy of the deposit material maintained by the United States Copyright Office as part of the Registered Copyright is attached as Exhibit 25. Exhibit 24 corresponds to the document downloaded from Course Hero in Exhibit 8, as well as the derivative work seen in the Preview document of Exhibit 2.

56. Referring to Exhibit 26, the document titled "Foundation of Early Childhood Education Research Paper," was created as a work for hire in 2018. Post University owns the copyright registered with the United States Copyright Office for Registration Number TXu 2-268-452 for the above-identified work. A copy of the deposit material maintained by the United States Copyright Office as part of the Registered Copyright is attached as Exhibit 27. Exhibit 26

corresponds to the document downloaded from Course Hero in Exhibit 9, as well as the derivative work seen in the Preview document of Exhibit 3.

57. Referring to Exhibit 28, the document titled “ACC111 Financial Accounting Course Syllabus,” was created as a work for hire in 2018. Post University owns the copyright registered with the United States Copyright Office for Registration Number TXu 2-268-433 for the above-identified work. A copy of the deposit material maintained by the United States Copyright Office as part of the Registered Copyright is attached as Exhibit 29. Exhibit 28 corresponds to the document downloaded from Course Hero in Exhibit 10, as well as the derivative work seen in the Preview document of Exhibit 4.

58. Referring to Exhibit 30, the document titled “HRM201 Unit 7 Final Exam,” was created as a work for hire in 2018. Post University owns the copyright registered with the United States Copyright Office for Registration Number TXu 2-268-434 for the above-identified work. A copy of the deposit material maintained by the United States Copyright Office as part of the Registered Copyright is attached as Exhibit 31. Exhibit 30 corresponds to the document downloaded from Course Hero in Exhibit 11, as well as the derivative work seen Exhibit 13, and the Preview documents of Exhibits 5 and 12.

POST UNIVERSITY TRADEMARKS

59. Post University owns approximately twenty-four (24) Trademarks registered with the United States Patent and Trademark Office, at least six (6) of which are being used by Course Hero without Post University’s authorization.

60. Referring to Exhibit 32, Post University owns Registration No. 3183102 in International Class 041 for the mark “POST UNIVERSITY” for “educational services, namely, providing instruction and training at the undergraduate, graduate, post-graduate and professional levels, and distribution of course materials in connection therewith.”

61. Referring to Exhibit 33, Post University owns Registration No. 4450645 in International Class 041 for the mark “JOHN P. BURKE SCHOOL OF PUBLIC SERVICE AND EDUCATION” for “Educational services, namely, providing classroom and distance learning

instruction and training at the undergraduate, graduate, and certificate program levels, including those in the field of business.”

62. Referring to Exhibit 34, Post University owns Registration No. 4450646 in International Class 041 for the mark “THE MALCOLM BALDRIDGE SCHOOL OF BUSINESS” for “Educational services, namely, providing on-line instruction and training via a global computer network at the undergraduate, graduate, post-graduate and professional levels, and distribution of course materials in connection therewith.”

63. Referring to Exhibit 35, Post University owns Registration No. 4983552 in International Class 041 for the mark “POST” for “Educational services, namely, providing classroom and distance learning instruction and training at the undergraduate, graduate, and certificate program levels, and distribution of curriculum and course material in connection therewith; developing curriculum and course materials for educators and students for undergraduate, graduate, and certificate program education; educational services, namely, production of audio and video programs featuring educational lectures, classes and presentations for podcasting and webcasting; educational services, namely, developing and disseminating online interactive exercises in the nature of educational exams, homework assignments, course material testing, and educational presentations in the fields of science, math, business, law, government, health, the humanities and liberal arts studies; entertainment services, namely, arranging and conducting college athletic competitions.”

64. Referring to Exhibit 36, Post University owns Registration No. 5487765 for the mark “PU POST UNIVERSITY EST. 1890” (and design) in International Class 041 for “Educational services, namely, providing classroom and distance learning instruction and training at the undergraduate, graduate, and certificate program levels, and distribution of curriculum and course material in connection therewith; developing curriculum and course materials for educators and students for undergraduate, graduate, and certificate program education; educational services, namely, production of audio and video programs featuring educational lectures, classes and presentations for podcasting and webcasting; educational services, namely, developing and disseminating online interactive exercises in the nature of educational exams, homework assignments, course material testing, and educational presentations in the fields of science, math, business, law, government, health, the humanities

and liberal arts studies; entertainment services, namely, arranging and conducting college athletic competitions.” The stylized logo design is provided below.



65. Referring to Exhibit 37, Post University owns Registration No. 5514937 for the stylized mark “PU” in International Class 041 for “Educational services, namely, providing classroom and distance learning instruction and training at the undergraduate, graduate, and certificate program levels, and distribution of curriculum and course material in connection therewith; developing curriculum and course materials for educators and students for undergraduate, graduate, and certificate program education; educational services, namely, production of audio and video programs featuring educational lectures, classes and presentations for podcasting and webcasting; educational services, namely, developing and disseminating online interactive exercises in the nature of educational exams, homework assignments, course material testing, and educational presentations in the fields of science, math, business, law, government, health, the humanities and liberal arts studies; entertainment services, namely, arranging and conducting college athletic competitions.” The stylized logo design is provided below.



POST UNIVERSITY IS UNABLE TO POLICE ITS COPYRIGHTED WORKS UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) (17 U.S.C. §512(f))

66. The DMCA, in 17 U.S.C. §512(f), imposes liability onto any person that knowingly materially misrepresents that a material or activity is infringing.

67. Post University has attempted to identify all materials which are infringing. However, Course Hero’s conduct and policies prevent Post University from verifying infringement of many documents. Upon information and belief, it is impossible to police the more than 23,000 documents on the Course Hero site associated with Post University due to the access restriction placed on the documents by Course Hero and Course Hero’s alteration of the original documents uploaded by users to the Course Hero website during the creation of Previews. The derivative works displayed by Course Hero as “Previews” obscure the content of original documents, making it difficult to determine all of the original content.

68. Upon information and belief, any ability Post University has to view and form a good faith belief that a document on Course Hero is, in fact owned by Post University, is even further diminished by the enhanced alteration performed by Course Hero when creating the derivative works (see e.g., Exhibit 6) to be viewed by those who have already exceeded their allowed number of Previews.

COURSE HERO IS NOT ELIGIBLE FOR LIMITATION OF LIABILITY UNDER THE DMCA (17 U.S.C. §512)

69. The DMCA, in 17 U.S.C. §512(c)(1) states that a service provider shall not be liable for infringement of copyright by reason of material that resides on a system or network controlled or operated by the service provider at the direction of a user.

70. Exhibits 1-6 and 12 are all examples of documents (i.e., “Previews”) that reside on the Course Hero site that are created, stored, and displayed by Course Hero, and not by users of the Course Hero site. The Preview documents are not created or uploaded by users. Course Hero is not directed by the uploaders to modify the original document. The derivative works are presented to users by Course Hero as an advertisement to entice visitors to the Course Hero to either sign up for an account, to account holders to use one of the limited “Unlocks” provided

with a subscription, and/or to market other services, such as tutoring, to users. In addition, upon information and belief, the altered Preview documents are used in an effort to mask copyrighted works from the copyright owners, preventing materials from being identified and removed from the site by owners. Copyright management information is blurred, covered and/or removed from documents, as uploaded. Therefore, Preview documents are not posted on the Course Hero site at the direction of a user and are created under full control of Course Hero.

71. The DMCA, in 17 U.S.C. §512(c)(1)(A)(ii), states that a service provider shall not be liable for infringement of copyright by reason of material that resides on a system or network controlled or operated by the service provider at the direction of a user, provided the service provider does not have actual knowledge of infringing activity, or is not aware of facts or circumstances that make the existence of infringing activity apparent. Upon information and belief, Course Hero has actual knowledge of infringing activity and/or is at least aware of facts or circumstances that make the existence of infringing activity apparent.

72. Referring to Exhibits 16 and 19, Post University put Course Hero on actual notice that infringing activity was occurring on the website, and that additional infringing activity is likely, and is impossible to uncover due to the paywall preventing the more than 23,000 Post University documents from being reviewed.

73. Course Hero's selective treatment and organization of Study Resources on its website demonstrates that Course Hero is at least aware of facts or circumstances that make the existence of infringing activity apparent. In many instances, Course Hero curates and identifies the types of documents uploaded as Study Resources by its users. For example, Exhibit 38 shows the site for Post University on Course Hero and displaying the tab for "Documents." Course Hero identifies at least some Study Resources under the following types: "Assessments," "Assignments," "Essays," "Homework Help," "Lab Reports," "Lecture Slides," "Lesson Plans," "Notes," "Reading Lists," "Rubrics," "Syllabi," and "Test Prep."

74. It should be apparent to Course Hero that documents identified as, for example, Assessments, Assignments, Lesson Plans, Lecture Slides, Syllabi, Rubrics and Test Prep are of the type work product created and owned by schools, textbook companies, educators and/or subject matter experts, not students.

75. Course Hero exploits the different types of documents during the creation of the Preview documents they create, store and display on the site. Compare Exhibits 1 and 7 to Exhibits 5 and 11. Exhibit 1 is identified as “Homework Help” and the primary alteration to the Preview from the Unlocked version of the Study Resource in Exhibit 7 is blurring of the content at the top and bottom of the first page, blurring of the content on the second page and removal of the third page. Exhibit 5 is identified as a “Test Prep” document. In addition to blurring similar to that seen in Exhibit 1, the areas of “Test Prep” document appear to identify at least one region where an “answer” to a “question” is located. Rather than blurring the region, a blue opaque banner is placed across the region and an advertisement for Course Hero’s tutoring services is provided. Upon information and belief, Course Hero is aware that certain documents uploaded to their site are materials that have been created by schools, textbook companies, educators and/or subject matter experts. Upon information and belief, Course Hero is aware that such materials are copyrighted materials owned by a party other than the uploader. In light of these “red flags”, Course Hero has opted to forego any efforts to police the site and instead obscures the valuable material to a higher degree during the creation of the Preview document. In other words, Course Hero seizes the opportunity to heighten their advertising efforts to sell more subscriptions and/or services through their knowledge that valuable copyrighted information exists in the uploaded documents.

76. Upon information and belief, an ordinary person that is aware that documents, such as test materials, are being uploaded by users would undoubtedly view such documents as a “red flag” that copyrighted materials have been uploaded and infringing activity is taking place.

77. The DMCA, in 17 U.S.C. §512(c)(1)(B), states that a service provider shall not be liable for infringement of copyright by reason of material residing on a system or network controlled or operated by the service provider at the direction of a user, provided the service provider does not receive a financial benefit directly attributable to the infringing activity. Upon information and belief, Course Hero does receive a financial benefit directly attributable to the infringing activities described herein.

78. The Senate Report of the 105th Congress, 2d Session on the The Digital Millennium Copyright Act of 1998 (available at <https://www.congress.gov/105/crpt/srpt190/CRPT-105srpt190.pdf>) provides commentary on 17

U.S.C. §512(c)(1)(B), as follows (see paragraph spanning pages 44-45) (emphasis added): “In general, a service provider conducting a legitimate business would not be considered to receive a ‘financial benefit directly attributable to the infringing activity’ where the infringer makes the same kind of payment as non-infringing users of the provider's service. Thus, receiving a one-time set-up fee and flat periodic payments for service from a person engaging in infringing activities would not constitute receiving a ‘financial benefit directly attributable to the infringing activity.’ Nor is subparagraph (B) intended to cover fees based on the length of the message (per number of bytes, for example) or by connect time. It would however, include any such fees where the value of the service lies in providing access to infringing material.”

79. Upon information and belief, Course Hero is not simply a conduit for documents uploaded by users for the benefit of other members of the public. Original uploads are unavailable to copyright owners without a subscription to a Course Hero account. Course Hero has monetized the process of “unlocking” original documents provided by users on a document-by-document basis. Until a user expends one of their limited number of “Unlocks” received in exchange for a fee, Course Hero prevents the original document from being viewed. Course Hero distributes the original document only after a user provides Course Hero with an item of value (*i.e.*, an “Unlock”). The limitation of access to the original, uploaded documents prevents copyright owners from policing the content on Course Hero’s site for infringing materials. Therefore, in instances where a user has uploaded an infringing document, the value of the Course Hero subscription service lies in providing access to infringing materials locked behind the paywall that are copyrighted materials.

COUNT I **DIRECT COPYRIGHT INFRINGEMENT**

80. Post University incorporates by reference all the allegations set forth in ¶¶ 1-79 as if fully set forth herein.

81. Post University owns Copyright Registrations for course materials, as shown in Exhibits 23, 25, 27, 29, and 31. The copyrighted materials are original works of authorship, embodying copyrightable subject matter, subject to the full protection of the United States

Copyright laws. Post University is the sole and exclusive owner of all rights, title, and interest in and to the copyrighted materials.

82. Upon information and belief, Course Hero is directly liable for direct copyright infringement for at least the following two (2) reasons.

83. First, upon information and belief, Course Hero has created and displayed on its website derivative works of the above copyrighted materials owned by Post University. The derivative works are shown in at least Exhibits 1-6 and 12. The derivative works are created, stored, and displayed by Course Hero on the Course Hero website as a “Preview” document.

84. Upon information and belief, the “Preview” documents are used to entice visitors to the Course Hero website to obtain a subscription to the Course Hero service, to “unlock” the original document that has been uploaded by a Course Hero user and/or to upsell visitors to the site to utilize additional Course Hero products and services.

85. Course Hero is directly liable for copyright infringement under 17 U.S.C. §§ 106 and 501 for creating derivative works of Post University-owned copyrighted works including but not limited to the “Previews” shown in at least Exhibits 1-6 and 12, and then reproducing, distributing, and publicly displaying the derivative works.

86. Upon information and belief, Course Hero is not eligible for any limitation of liability under the DMCA because Course Hero creates, displays, and distributes the derivative works without the direction of a user. 17 U.S.C. § 501(c)(1)., *infr*

87. Second, upon information and belief, Course Hero has distributed, via its website, copyrighted materials owned by Post University. Examples of copyrighted materials distributed by Course Hero include materials shown in Exhibits 7-11. The documents are originally uploaded by users of the Course Hero site where the documents are secured behind Course Hero’s paywall. Course Hero retains the documents on the Course Hero site in a manner such that the documents cannot be viewed by users until the user obtain a subscription to Course Hero’s service and then expends an “Unlock” to obtain a copy of the original document. Once Course Hero receives payment in the form of an “Unlock,” Course Hero permits distribution of the original document. Therefore, Course Hero controls the distribution and display of the documents by withholding the original document, as uploaded, until compensation (*i.e.*, an

“Unlock”) is received from account holders. The original uploader of the document is uninvolved in the control of the distribution after uploading the original document to the Course Hero site.

88. Course Hero is directly liable for copyright infringement under 17 U.S.C. §§ 106 and 501 for displaying and distributing Post University-owned copyrighted works that were originally uploaded behind the to the Course Hero site by other users.

89. Upon information and belief, Course Hero is not eligible for any limitation of liability under the DMCA for the distribution of the copyrighted materials because the display and distribution of the original document takes place at the direction of Course Hero upon the receipt of an Unlock from a user, and not at the direction of another. 17 U.S.C. § 501(c)(1). The unauthorized acts and conduct of Course Hero constitute violations of the United States Copyright Act, and Course Hero is acting as a direct copyright infringer pursuant to 17 U.S.C. § 101 *et seq.*

90. Course Hero’s acts of direct copyright infringement are willful, intentional and purposeful, in disregard of and indifference to Post University’s rights.

91. Course Hero’s conduct has caused, is causing and, unless enjoined by this Court, will continue to cause Post University great and irreparable injury that cannot fully be compensated or measured in money damages. Post University has no adequate remedy at law.

COUNT II **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

92. Post University incorporates by reference all the allegations set forth in ¶¶ 1-91 as if fully set forth herein.

93. Upon information and belief, Post University copyrighted works have been and continue to be stored, reproduced, distributed, and publicly displayed without Post University’s authorization on Course Hero’s website.

94. Upon information and belief, Course Hero is contributorily liable under the Copyright Act for such infringing acts, including for the actions of Course Hero’s users’ direct infringement of Post University’s exclusive copyrights.

95. Upon information and belief, Course Hero is not eligible for any limitation of liability under the DMCA for the above actions for at least the following reasons: 1) Course Hero has actual knowledge of the existence of the infringing material and/or is aware of facts or circumstances that make infringing activity apparent (17 U.S.C. § 501(c)(1)(A)); and/or 2) Course Hero receives a financial benefit directly attributed to the infringing activity (17 U.S.C. § 501(c)(1)(B)).

96. Course Hero is liable as a contributory copyright infringer. Course Hero has actual and constructive knowledge of the infringing activity that occurs on and through their website. Post University has made Course Hero aware of infringing activities by sending multiple letters informing Course Hero of the existence of infringing materials, as well as the likelihood of additional infringing materials hidden behind the Course Hero paywall.

97. Upon information and belief, Course Hero is aware of circumstances that make it apparent that copyrighted materials are being uploaded to, displayed on, and distributed from the Course Hero website. Course Hero is aware of and categorizes the various types of documents that are being uploaded. Upon information and belief, Course Hero also selectively alters the documents according to document type to create Previews. The types of documents uploaded (e.g., “Assessments,” “Assignments,” “Essays,” “Homework Help,” “Lab Reports,” “Lecture Slides,” “Lesson Plans,” “Notes,” “Reading Lists,” “Rubrics,” “Syllabi,” and “Test Prep”) would, to an ordinary individual, raise “red flags” that the materials likely to include infringing materials.

98. Upon information and belief, Course Hero, despite being aware of facts that would, to an ordinary individual, raise “red flags,” has not taken any proactive steps to remove copyrighted materials owned by Post University within a reasonable amount of time.

99. Upon information and belief, Course Hero entices visitors to Unlock (*i.e.*, purchase) documents containing Post University copyrighted information, encourages users to upload documents that contain Post University copyrighted materials, and financially rewards certain individuals who upload copyrighted works owned by Post University.

100. Course Hero is contributorily liable for copyright infringement under 17 U.S.C. §§ 106 and 501 for the reproduction, storage, sale, and distribution of Post University-owned copyrighted works that were originally uploaded to the Course Hero site by other users.

101. The unauthorized acts and conduct of Course Hero constitute violations of the United States Copyright Act, and Course Hero is acting as a contributory Copyright infringer pursuant to 17 U.S.C. § 101 *et seq.*

102. Course Hero's acts of contributory copyright infringement are willful, intentional, and purposeful, in disregard of and indifference to Post University's rights.

103. Course Hero's conduct has caused, is causing and, unless enjoined by this Court, will continue to cause Post University great and irreparable injury that cannot fully be compensated or measured in money damages. Post University has no adequate remedy at law.

COUNT III
VICARIOUS COPYRIGHT INFRINGEMENT

104. Post University incorporates by reference all the allegations set forth in ¶¶ 1-103 as if fully set forth herein.

105. Upon information and belief, Post University copyrighted works have been and continues to be reproduced, distributed, and publicly displayed without Post University's authorization on Course Hero's website.

106. Upon information and belief, Course Hero is vicariously liable under the Copyright Act for such infringing acts, including for the actions of Course Hero's users' direct infringement of Post University's exclusive copyrights.

107. Upon information and belief, Course Hero is not eligible for any limitation of liability under the DMCA for the above actions for at least the following reasons: 1) Course Hero has actual knowledge of the existence of the infringing material and/or is aware of facts or circumstances that make infringing activity apparent (17 U.S.C. § 501(c)(1)(A)); and/or 2) Course Hero receives a financial benefit directly attributed to the infringing activity (17 U.S.C. § 501(c)(1)(B)).

108. Course Hero is liable as a vicarious copyright infringer. Course Hero has actual and constructive knowledge of the infringing activity that occurs on and through their website. Post University has made Course Hero aware of infringing activities by sending multiple letters

informing Course Hero of the existence of infringing materials, as well as the likelihood of additional infringing materials hidden behind the Course Hero paywall.

109. Upon information and belief, Course Hero is aware of circumstances that make it apparent that copyrighted materials are being uploaded to, displayed on, and distributed from the Course Hero website. Course Hero is aware of and categorizes the various types of documents that are being uploaded. Upon information and belief, Course Hero also selectively alters the documents according to document type to create Previews. The types of documents uploaded (e.g., “Assessments,” “Assignments,” “Essays,” “Homework Help,” “Lab Reports,” “Lecture Slides,” “Lesson Plans,” “Notes,” “Reading Lists,” Rubrics,” “Syllabi,” and “Test Prep”) would, to an ordinary individual, raise “red flags” that the materials likely to include infringing materials.

110. Upon information and belief, Course Hero has the right and ability to supervise and control the infringing activity of its users, and has a direct financial interest in such activities. Course Hero has full control over the distribution of documents via the Course Hero website. The original uploader of infringing material does not distribute the material to other users. Rather, the infringing materials are uploaded behind the Course Hero paywall. Course Hero does not distribute any documents as uploaded by its users, including copyrighted documents owned by Post University, until a Course Hero subscriber provides compensation (i.e., an “Unlock”) in return.

111. Upon information and belief, Course Hero entices visitors to Unlock (*i.e.*, purchase) documents containing copyrighted information, encourages users to upload documents that contain copyrighted materials, and provides direct financial rewards to certain individuals who upload copyrighted works.

112. Course Hero is vicariously liable for copyright infringement under common law principles for at least the reproduction, storage, display, sale, and distribution Post University-owned copyrighted works that were originally uploaded to the Course Hero site by users.

113. The unauthorized acts and conduct of Course Hero constitute violations of the United States Copyright Act and common law principles, and Course Hero is acting as a vicarious copyright infringer.

114. Course Hero's acts of vicarious copyright infringement are willful, intentional, and purposeful, in disregard of and indifference to Post University's rights.

115. Course Hero's conduct has caused, is causing and, unless enjoined by this Court, will continue to cause Post University great and irreparable injury that cannot fully be compensated or measured in money damages. Post University has no adequate remedy at law.

COUNT IV
VIOLATION OF THE DMCA – 17 USC § 1202(b)

116. Post incorporates by reference all the allegations set forth in ¶¶ 1-115 as if fully set forth herein.

117. The DMCA, in 17, U.S.C. § 1202(b), states that no person shall, without the authority of the copyright owner, intentionally remove or alter any copyright management information, distribute copyright management information knowing that the copyright management information has been removed or altered without authority of the copyright owner or the law, or distribute copies of works knowing that copyright management information has been removed or altered without authority of the copyright owner or the law.

118. Copyright management information includes but is not limited to the title and other information identifying the work, the name of the author of the work, the name of the Copyright owner of the work, and the terms and conditions for use of the work.

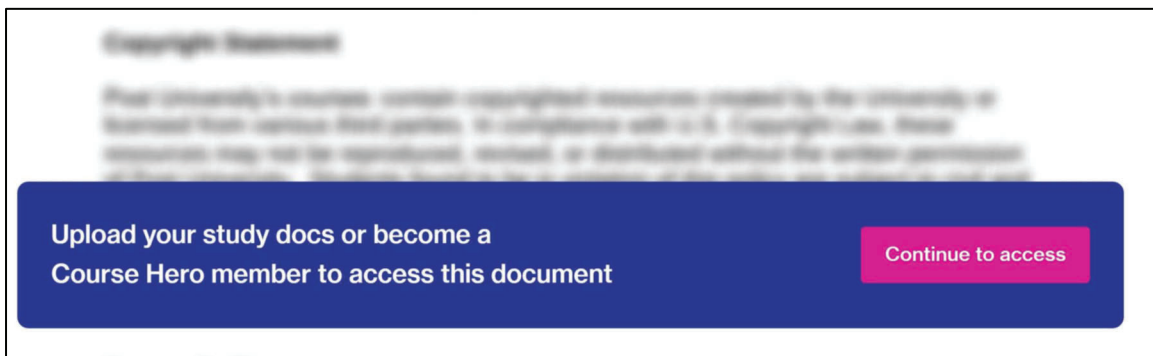
119. Upon information and belief, and now referring to Exhibits 1-5 and 12, Course Hero, during the creation of "Previews" has intentionally removed and/or altered the copyright management information of Post University copyrighted works, displayed copyright management information knowing that the copyright management information has been removed or altered, and/or distributed copies of works knowing that copyright management information has been removed or altered without authority from Post University or the law.

120. Post University routinely places a Copyright Statement on certain content. For example, as shown on page 2 of the document shown in Exhibit 24, a Copyright Statement is displayed. The relevant portion of Exhibit 24 displaying the Copyright Statement is reproduced below:

Copyright Statement

Post University's courses contain copyrighted resources created by the University or licensed from various third parties. In compliance with U.S. Copyright Law, these resources may not be reproduced, revised, or distributed without the written permission of Post University. Students found to be in violation of this policy are subject to civil and criminal liabilities associated with the Federal Copyright Act and risk dismissal from the University under the Academic Dishonesty policy. Unless otherwise noted, access to these materials is limited to the duration of the course. Students should contact the library (library@post.edu) for information on which resources can be printed.

121. Referring now to Exhibit 2, Course Hero has altered the Post University Copyright Statement in the Course Hero-created Preview so that the Copyright Statement is obstructed and/or unreadable. The relevant portion of [Exhibit 0020], which corresponds to the same Copyright Statement shown in [Exhibit 0240] is reproduced below:



122. Upon information and belief, Course Hero has and continues to alter the Post University Copyright Statement on hundreds, if not thousands, of Post University's copyrighted works available on Course Hero's website.

123. Course Hero's conduct, as averred herein including the modification of the copyright management information of Post University's copyrighted works on Course Hero's site, for the purpose or with the effect of directing consumers who are looking for authorized Post University materials to Course Hero's site, constitutes a violation of the DMCA under 17

USC § 1202. Post University has not authorized Course Hero to remove or alter any copyright management information from any copyrighted document owned by Post University.

124. Upon information and belief, the conduct of Course Hero has been and is willful and deliberate.

125. Course Hero's conduct is causing and, unless enjoined and restrained by this Court, will continue to cause, Post University great and irreparable injury that cannot fully be compensated in money. Post University has no adequate remedy at law.

COUNT V
TRADEMARK INFRINGEMENT

126. Post University incorporates by reference all the allegations set forth in ¶¶ 1-125 as if fully set forth herein.

127. Post University is the lawful owner and registrant of the Trademarks as defined above.

128. Post University has continuously used the Trademarks in commerce in connection with educational services and on its website, located on the Internet at <https://post.edu/>; the Trademarks are widely known throughout the United States.

129. Post University has spent significant resources advertising and promoting the Trademarks and the educational services and associated works bearing same.

130. As a direct result of the aforementioned use, promotion, and advertisement of the Trademarks, Post University has built up and owns valuable goodwill symbolized by same. Course Hero has used and continues to use, without the consent of Post University, the Trademarks in connection with the sale, offering for sale, distribution, or advertising of goods or services.

131. Course Hero's use of the Trademarks is likely to cause confusion, to cause mistake, and/or to deceive.

132. Course Hero's conduct, as averred herein including using and reproducing the Trademarks in commerce in connection with the sale, offering for sale, and advertising of works

on Course Hero's website, for the purpose or with the effect of directing consumers who are looking for authorized Post University materials to Course Hero's website, constitutes infringement of the Trademarks in violation of Sections 32 and 43 of the Lanham Act, 15 U.S.C. §§ 1114 and 1125.

133. Upon information and belief, the conduct of Course Hero has been and is willful and deliberate.

134. Course Hero's conduct is causing and, unless enjoined and restrained by this Court, will continue to cause, Post University great and irreparable injury that cannot fully be compensated in money. Post University has no adequate remedy at law.

COUNT VI
FALSE DESIGNATION OF ORIGIN - 15 U.S.C. § 1125

135. Post University incorporates by reference all the allegations set forth in ¶¶ 1-134 as if fully set forth herein.

136. Course Hero promotes the availability of "Study Resources" specifically for Post University and courses offered by Post University and distributes, for profit and without the authorization of Post University, materials owned by Post University bearing Post University's name, branding, and trademarks.

137. The use of Post University's materials and trademarks on its website is likely to cause confusion, to cause mistake, or to deceive others as to the affiliation, connection, or association of Course Hero with Post University, or as to the origin, sponsorship, or approval of commercial activities with Post University in that the materials are Post University's copyrighted works and no sponsorship nor approval of Course Hero's conduct has been granted by Post University.

138. Course Hero's conduct constitutes a false designation of origin in violation of 15 U.S.C. § 1125.

139. Upon information and belief, such conduct is willful and intentional.

140. Upon information and belief, such conduct by Course Hero may be ongoing and will continue to the irreparable damage of Post University, unless enjoined by the court, Post is without a full and adequate remedy at law.

COUNT VII
VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT

141. Post University incorporates by reference all the allegations set forth in ¶¶ 1-140 as if fully set forth herein.

142. Pursuant to the Connecticut Unfair Trade Practices Act (hereinafter “CUPTA”), Conn. Gen. Stat. § 42-110a, et seq., it is unlawful to engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

143. Course Hero deceptively promotes itself as being a platform for course-specific study resources including study guides and class notes where users may only upload content that they have the right to upload, while in fact the Course Hero website is replete with unauthorized and copyrighted materials owned by Post University and, upon information and belief, unauthorized and copyrighted materials owned by many other copyright owners.

144. Course Hero sells access to Post University’s copyrighted materials without Post University’s authorization and rewards Course Hero subscribers each time they upload additional Post University materials in an effort grow Course Hero’s content library and subscriber base to the detriment of Post University.

145. Many of the materials on the Course Hero platform bear Post University’s name, registered trademarks, and branding thereby suggesting an affiliation and/or endorsement by Post University of Course Hero’s subscription service for accessing Post University materials.

146. Course Hero’s website states that they rely on copyright holders and its users to flag any alleged copyright infringement so that they may promptly investigate the incident, protect copyrighted work, and ensure compliance with the DMCA. However, Course Hero unfairly and deceptively impedes copyright owners like Post University from flagging any alleged copyright infringement by restricting their access to the documents.

147. Non-subscribers are given a limited number of Previews of blurred documents before being blocked from accessing documents on the website.

148. A paid Student subscription or Educator account is necessary to review complete content for identifying any alleged copyright infringement, but even then, Course Hero imposes limits on the number of documents that can be viewed in a given month and requires acceptance of their terms and conditions including choice of law and arbitration provisions.

149. Despite diligent efforts, Post University has been unable to access most of the over 23,000 documents associated with Post University and presently available on the Course Hero platform.

150. Course Hero has and will continue to benefit from the unlawful use of Post University's materials and intellectual property while leaving copyright owners like Post University with no meaningful means to police and take down such materials and intellectual property.

151. By engaging in the acts alleged above, Course Hero has willfully and maliciously engaged in conduct offensive to public policy, governing statutes, common law principles, and established concepts of fairness.

152. Course Hero's willful and malicious conduct was and is immoral, unethical, oppressive, and unscrupulous.

153. Course Hero's conduct has caused and will continue to cause substantial injury to Post and to the public interest.

154. Course Hero committed such acts, and continues to commit such acts, in the conduct of trade or commerce.

155. Post University has suffered, and if Course Hero is not enjoined will continue to suffer, an ascertainable loss of money or property as a result of Course Hero's actions.

156. By virtue of the above conduct, Course Hero has engaged in unfair competition and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a, et seq.

157. Course Hero's continued unlawful and unfair trade practices is causing and will cause Post University irreparable harm.

158. A copy of this Complaint has been mailed to the Attorney General as required by Conn. Gen. Stat. § 42-110g(c).

COUNT VIII
UNJUST ENRICHMENT

159. Post University incorporates by reference all the allegations set forth in ¶¶ 1-158 as if fully set forth herein.

160. Course Hero has and continues to unlawfully use Post University's materials, and intellectual property, and trade on Post University's goodwill and reputation, for its own financial gain and has benefited therefrom at least in the form of payment from subscribers accessing Post University's materials.

161. Post University's course information, course materials, tests, and answers that Course Hero is disseminating were developed at great expense to Post.

162. Course Hero has made it impossible for Post University to review and takedown infringing materials under the DMCA and Course Hero has not compensated Post for any of the benefits it has received.

163. Course Hero's conduct and failure to compensate Post University has been to the detriment of Post University in the form of the lost compensation for the use of its materials and intellectual property.

164. Course Hero has and continues to benefit financially while its conduct promotes cheating, diminishes the value of Post University's educational services, and necessitates the development of new course materials, tests, and answers at great expense to Post University.

165. Course Hero has and will continue to be unjustly enriched unless enjoined by this Court.

COUNT IX
COMMON LAW UNFAIR COMPETITION

166. Post University incorporates by reference all of the allegations set forth in ¶¶ 1 –
165 as if fully set forth herein.

167. Course Hero's conduct as described above constitutes unfair competition under common law.

168. Course Hero has and continues to misappropriate Post University's documents and labor and pass them off as their own, and trade on Post University's name and good will, to the detriment of Post University.

169. Course Hero has and continues to unfairly prevent Post University from investigating Course Hero's conduct due to restrictions placed on access to the documents.

170. Course Hero's actions have damaged Post University and Post University has and will continue to be irreparably harmed unless Course Hero is enjoined by this Court.

JURY DEMAND

Post University demands a trial by jury of all issues so triable.

WHEREFORE, Post University requests judgment as follows:

1. For a preliminary and permanent injunction restraining Course Hero, its officers, agents, servants and employees, and all persons in active concert or participation with Course Hero or with any of the foregoing from posting, reproducing, preparing derivative works, and distributing for sale or license any Post University copyrighted documents.

2. An order that Course Hero be directed to provide Post with a written report, and copies, of every document on the Course Hero site associated with Post University, American Sentinel University, SentinelU and/or Sentinel City.

3. An order that Course Hero be directed to file with this Court and serve on Post University, a report, in writing and under oath, confirming the removal and destruction of all copyrighted information.

4. Awarding Post University its actual damages, Course Hero's profits, and/or punitive damages in an amount to be determined at trial pursuant to at least 17 U.S.C. § 50417 U.S. Code § 504, 15 U.S.C. § 1117(a), and/or Conn. Gen. Stat. § 42-110g.

5. Awarding Post University its reasonable attorneys' fees and costs pursuant to at least 17 U.S.C. § 505, 15 U.S.C. § 1117(a), and/or Conn. Gen. Stat. § 42-110g(d); and

6. Such other and further relief as the Court deems appropriate.

Dated: September 17, 2021

Respectfully submitted,

POST UNIVERSITY, INC.

/s/ Timothy A. Johnson
Timothy A. Johnson (CT25383)
Getz Balich LLC
10 Waterside Drive, Suite 205
Farmington, CT 06032
Ph: 860-470-4703
Fax: 860-606-9818
Email: tjohnson@getzbalich.com

/s/ Benjamin J. Lehberger
Benjamin J. Lehberger (CT26880)
Dilworth IP
470 James Street, Suite 007
New Haven, CT 06513
Ph: 203-220-8496, x2204
Fax: 203-293-9176
Email: blehberger@dilworthip.com