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8 Attorney for Plaintiffs: MMAS Research, LLC and Dr. Donald E. Morisky

9
10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**
12

13 MMAS RESEARCH, LLC, a Washington
14 Limited Liability Company; and DR. DONALD
15 E. MORISKY, an individual,

16 Plaintiffs,

17 vs.

18 KINGS COLLEGE LONDON;
19 CHARLOTTE HANLON, an individual,
20 JOHN WEINMAN, an individual,
21 EHSAN KHAN, an individual, JOHN
22 BARTOLI-ABDOU, an individual,
23 SELINA GRAHAM, an individual, and
24 DOES 1-50, inclusive,

25 Defendants.

Case No.: 2:22-cv-1479

COMPLAINT FOR:

1. Breach of Contract
2. Copyright Infringement Under 17 U.S.C. § 101, et seq.
3. Misappropriation of Trade Secrets under the Defend Trade Secrets Act, 18 U.S.C §1836, et seq.
4. Unfair Competition [Business and Professions Code §17200, et seq.

COMES NOW Plaintiffs and alleges as follows:

1. Plaintiff MMAS RESEARCH, LLC (“MMAS RESEARCH”) is a Washington, LLC in good standing which conducts business in Los Angeles County.
2. Plaintiff DR. DONALD E. MORISKY (“MORISKY”) is the owner of a

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1 Copyright Registration for the "Morisky Medication Adherence Scale (4-item)"
2 ("Morisky MMAS-4 Copyright") (Registration No. TX0008285390, Registration
3 date June 12, 2016), and is also the owner of a Copyright Registration for the
4 "Morisky Medication Adherence Scale (8-item)" ("Morisky MMAS-8
5 Copyright") (Registration No. TX0008632533, Registration date September 21,
6 2018). Collectively the MMAS-4 and MMAS-8 may be referred to hereafter as
7 "MMAS"

8 3. Plaintiff MMAS RESEARCH is the owner of a Copyright Registration for the
9 "MMAS RESEARCH WIDGET CODE", (Registration No. TX 8-816-517,
10 Registration date December 3, 2019, which is used in the Morisky Widget, as
11 discussed below.

12 4. Collectively the copyrights described above may be referenced herein as the
13 "copyrights".

14 5. Defendant KINGS COLLEGE LONDON ("KINGS COLLEGE") is an
15 academic institution located in London, England. The Morisky Widget license
16 agreement between Plaintiff and Defendant provide for jurisdiction in the Courts
17 of Los Angeles County for disputes arising from the agreements between the
18 parties.

19 6. Defendant CHARLOTTE HANLON ("HANLON"), Defendant EHSAN KHAN
20 ("KHAN"), Defendant JOHN BARTOLI-ABDOU ("ABDOU"), Defendant JOHN
21 WEINMAN ("WEINMAN"), Defendant SELINA GRAHAM ("GRAHAM"), are
22 individuals believed to live or work in the United Kingdom and at all times
23 relevant hereto were employed by or affiliated with KINGS COLLEGE.

24 7. The true names and capacities, whether individual, corporate, associate or
25 otherwise, of defendants DOES 1-50, inclusive, are unknown to Plaintiffs, who

1 therefore sue said Defendants by such fictitious names. Plaintiffs are informed
 2 and believe and based thereon allege, that each of the Defendants herein
 3 designated as a DOE, is each responsible in some manner for the events and
 4 happenings herein referred to, and caused injuries and damages proximately
 5 thereby. Plaintiffs will amend this complaint and insert the true names and
 6 capacities of said DOE Defendants when the same has been ascertained.

7 8. Plaintiffs are informed and believe and based thereon allege, that each of
 8 the Defendants is responsible in some manner for the events and happenings
 9 herein referred to, and caused injuries and damages proximately thereby.

10 9. Plaintiffs are informed and believe, and based thereon allege, that each of the
 11 Defendants was the agent, the partner, and/or the employee of each of its co-
 12 Defendants and in doing the things alleged, was acting within the course and
 13 scope of such agency, partnership, and/or employment.

14 15 **JURISDICTION AND VENUE**

16 10. This action arises, in part, under the Copyright Act of 1976, 17 U.S.C. §§
 17 101, et. seq., conferring Federal question jurisdiction under 28 U.S.C. § 1331,
 18 and supplemental jurisdiction on Plaintiffs' state law claims under 28 U.S.C. §
 19 1367. This Court has original jurisdiction over this controversy for
 20 misappropriation of trade secrets claims pursuant to 18 U.S.C. § 1836(c).

21 11. Venue is proper in this District pursuant to 28 U.S. C. §§ 1391(b)(2) as: (a)
 22 a substantial part of the events or omissions giving rise to Plaintiffs' claims
 23 occurred in this District; (b) Defendants conduct business in this District; (c)
 24 the unlawful acts of Defendants complained of herein have been committed
 25 within this District and have had or will have had effect in this District; and (d)
 the written agreements/contracts as identified and described more thoroughly

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1 below were entered into by the respective parties in this District or provide for
2 venue in this district.

3 4 **GENERAL ALLEGATIONS**

5 **MORISKY MEDICATION ADHERENCE SCALES**

6 12. The Morisky Widget and MMAS measures a person/patient's adherence to
7 their prescribed medication, and the results lead to specific diagnosis,
8 medication reconciliation, and interventions to optimize treatment, as well as
9 form the basis for conclusions/assertions in scientific papers, all covering a
10 wide variety of chronic and infectious diseases and medical conditions. The
11 MMAS is most commonly administered electronically in questionnaire form by
12 individuals/entities who are licensees of Plaintiffs.

13 13. The MMAS-8 is a diagnostic adherence assessment instrument which
14 contains a total of eight (8) items measuring two dimensions of non-adherence,
15 namely intentional and unintentional non-adherence. Furthermore, the MMAS-8
16 is more than a number defining the magnitude of non- adherence as it also tells
17 the physician "Why" the patient is non-adherent.

18 14. Beginning in January 2017, Plaintiff MMAS RESEARCH licensed the
19 Morisky Widget to administer, score and code the MMAS-4 and MMAS-8 tests
20 in the Morisky Widget. Prior to that, the MMAS was licensed for use by
21 Plaintiff Morisky.

22 **COPYRIGHTS**

23 15. In an effort to protect the integrity of the MMAS-4 and protect against
24 counterfeit, infringing, and/or unauthorized use, Plaintiff MORISKY filed for
25 and obtained a Certificate of Registration for the Morisky MMAS-4 Copyright,
which is comprised of the text of the MMAS-4 test.

1 16. In an effort to protect the integrity of the MMAS-8 and protect against
2 counterfeit, infringing, and/or unauthorized use, Plaintiff MORISKY filed for
3 and obtained a Certificate of Registration for the Morisky MMAS-8 Copyright,
4 which is comprised of the text of the MMAS-8 test.

5 17. In an effort to protect the integrity of the Morisky Widget and protect
6 against counterfeit, infringing, and/or unauthorized use, Plaintiff MMAS
7 RESEARCH filed for and obtained a Certificate of Registration for the Morisky
8 Widget Copyright.

9 18. Plaintiff MORISKY has complied in all respects with the Copyright Act of
10 1976, 17 U.S.C. § 101, et. seq., and all other laws governing copyrights as to
11 the MMAS-4, MMAS-8, and the MORISKY COPYRIGHTS.

12 19. Plaintiff MMAS RESEARCH has complied in all respects with the Copyright
13 Act of 1976, 17 U.S.C. § 101 et. seq. and all other laws governing copyrights as
14 to the Morisky Widget Copyright.

15 20. Plaintiffs impose restrictions on the use and disclosure of the coding and
16 scoring of the MMAS-4, MMAS-8, and the Morisky Widget not only to protect
17 their federally registered rights, but also to protect patients and health care
18 providers from counterfeit or scientifically incorrect diagnostic assessments and
19 inaccurate results.

20 **LICENSES**

21 21. It is of critical importance the integrity of the MMAS and the Morisky
22 Widget be maintained. This is why a strict licensing regimen is used and
23 disclosure of coding and scoring criteria, and translations not provided by
24 Plaintiffs, are not permitted.

25 22. Plaintiffs have discovered that when someone obtains the MMAS coding and
scoring criteria they often make changes that lead to erroneous results. Others

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1 obtaining the MMAS from counterfeiters often make further unauthorized
2 revisions, further increasing the risk of harm to patients and misleading
3 healthcare providers. Unlicensed translations are often divulged and used with
4 the coding and scoring criteria which render the results invalid and
5 misunderstood.

6 23. Plaintiffs have spent considerable time and money to develop, maintain, and
7 advance the Morisky Widget and MMAS described herein and it now can be
8 administered with regard to one hundred ten (110) medical conditions and
9 thousands of specific medications as of this filing, and in more than eighty (80)
10 languages. The MMAS is used by physicians, hospitals, clinicians,
11 pharmaceutical companies, universities, medical researchers, and health
12 ministries throughout the world, including National Institute of Health funded
13 studies, all to measure medication adherence and identify the reasons for why
14 patients do not take their prescribed medications. MMAS translations are
15 provided by Plaintiffs for a small fee along with a translation certification.
16 Translations of the MMAS without proper authorization are prohibited.

17 24. The various MMAS and Morisky Widget diagnostic assessments are
18 validated and translated in over eighty (80) languages and utilized throughout
19 the world. The MMAS is famous in the industry and is the number one patient-
20 centered diagnostic medication adherence assessment of its kind. Plaintiffs make
21 considerable efforts to maintain the secrecy of the coding and scoring of the
22 scale and expressly forbid the disclosure of coding and scoring in their license
23 agreements with licensees of all versions of the MMAS.

24 25. Plaintiffs permit the use of the MORISKY COPYRIGHTS, the MMAS, and
25 the Morisky Widget only through a licensing program memorialized in a
licensing agreement. This ensures uniformity of use in coding and scoring, as
well as provides much needed support from Plaintiffs. Modifications of the

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1 MMAS, and disclosure of coding and scoring criteria and linguistically certified
2 translations are not permitted.

3 26. Reasonable efforts are taken by Plaintiffs to protect and not to disseminate
4 the MMAS, Morisky Widget, or translated versions to non-authorized users, as
5 well as the coding and scoring. These restrictions not only protect patients and
6 health care providers from counterfeit diagnostic assessments and inaccurate
7 coding and scoring, but also protect the economic interests of Plaintiffs in the
8 copyrights described herein, the MMAS itself, along with the Morisky Widget
9 diagnostic assessment, as they receive licensing fees and are paid per test
10 administered, unless such fees are waived. In fact, the license agreement
11 expressly provides that coding and scoring may not be disclosed.

12 27. Due to Plaintiffs' exclusive and extensive use, through a strict regimen of
13 licensing and supervision, the copyrights described above, the MMAS, and the
14 Morisky Widget have enormous value both economically and for the promotion
15 of health and proper diagnosis of persons suffering from a wide range of chronic
16 and infectious diseases and mental health conditions worldwide.

17 **STATEMENT OF FACTS**

18 28. This action arises as a result of ongoing and defiant behavior by Defendant KINGS
19 COLLEGE, Defendant HANLON, Defendant WEINMAN, Defendant KHAN, Defendant
20 ABDOU, Defendant GRAHAM, and DOES 1-50 to use, disseminate, and coverup infringements
21 and breaches against Plaintiffs' Copyrights, trade secrets, and License Agreements.

22 29. On or around December 5, 2014, a study was published entitled; "Task Sharing for the Care
23 of Severe Mental Disorders in a Low-income Country (TaSCS)". It was Sponsored by the
24 University of Cape Town in collaborations with Defendant KINGS COLLEGE and authored by
25 Defendant HANLON. The publication revealed its use of data samples that had been collected

1 were scored and coded using the MMAS-4. This study was conducted without the permission of
2 Plaintiff MORISKY to use the MMAS-4 thereby infringing on Plaintiff MORISKY'S
3 intellectual property rights.

4 30. Furthermore, Defendant KINGS COLLEGE, Defendant HANLON, and DOES 1-50
5 misappropriated Plaintiffs' MORISKY'S confidential, proprietary, and trade secret information
6 by disclosing MMAS-4 coding criteria on the website clinicaltrials.gov for anyone to view.

7 31. In or around July of 2016, a study was conducted by Defendants KING COLLEGE,
8 Defendant HANLON, and DOES 1-50, at Zewditu Memorial Hospital.

9 32. A sample size of approximately 302 participants were used for this study and their data was
10 scored and coded using the MMAS-4. This study was conducted without the permission of
11 Plaintiff MORISKY to use the MMAS-4 thereby infringing on Plaintiff MORISKY'S
12 intellectual property rights.

13 33. In or around 2020 Defendant KINGS COLLEGE, Defendant HANLON, and DOES 1-50
14 published the results of this study entitled, "Treatment Gap for Co-Morbid Depression in
15 Medical Outpatients with Hypertension: A Cross-Sectional Hospital-Based Study", revealing the
16 scoring and coding of the MMAS-4.

17 34. Defendant KINGS COLLEGE, Defendant HANLON, and DOES 1-50 misappropriated
18 Plaintiffs' MORISKY'S confidential, proprietary, and trade secret information by disclosing
19 MMAS-4 coding criteria on Defendants KINGS COLLEGE Open Access portal for anyone to
20 view.

21 35. On or around April 9, 2018 Defendant KINGS COLLEGE and Plaintiff MMAS
22 RESEARCH entered into a written Morisky Widget License (The "Kings College License").
23 Attached hereto and incorporated herein as **Exhibit A** is a true and correct copy of the Kings
24 College License. Plaintiff trained and certified agents of Defendant KINGS COLLEGE in use of
25 the Morisky Widget, which was a requirement under the Kings College License. The Kings
College License prohibited disclosure of coding and scoring used for the Morisky Widget.

1 36. On or around November 5, 2019 Defendant KINGS COLLEGE, DOES 1-50, and Defendant
2 WEINMAN, a Professor at Defendant KINGS COLLEGE, published a study called; "Pilot
3 Testing of a Brief Pre-Consultation Screener for Improving the Identification and Discussion of
4 Medical Adherence in Routine Consultations" on Dovepress.com. It remained accessible online
5 for a period up to an including at least March 1, 2022 and revealed the scoring and coding of the
6 MMAS-4, which was prohibited by the Kings College License. Furthermore, the study required
7 users of the MMAS to be trained and certified. The Kings College License states in relevant part,
8 "Licensee agrees to be trained and certified on the Morisky Widget and the Morisky Medication
9 Adherence Protocol". Defendant WEINMAN had not been trained and certified which was a
10 breach of the Kings College License.

11 37. In or around September, 2020 Defendant KINGS COLLEGE, DOES 1-50, and Defendant
12 KHAN, a Professor at Defendant KINGS COLLEGE, published a study called; "Understanding
13 the roles of educational interventions on medication adherence in hypertension: A systematic
14 review and meta-analysis" on Pubmed.gov. It remained accessible online for a period up to an
15 including at least March 1, 2022 and revealed the scoring and coding of the MMAS-4, which
16 was prohibited by the Kings College License. Furthermore, the study required users of the
17 MMAS to be trained and certified. The Kings College License states in relevant part, "Licensee
18 agrees to be trained and certified on the Morisky Widget and the Morisky Medication Adherence
19 Protocol". Defendant KHAN had not been trained and certified which was a breach of the
20 Kings College License.

21 38. In or around December, 2020 Defendant KINGS COLLEGE, DOES 1-50, and Defendant
22 GRAHAM, a student at Defendant KINGS COLLEGE, published a study called;
23 "Understanding and Improving Treatment Adherence in Paediatric (sic) Growth Hormone
24 Deficiency" on the Kings College Open Access Portal website. It remained accessible online for
25 a period up to and including at least March 1, 2022, and revealed the scoring and coding of the
MMAS-8, which was prohibited by the Kings College License. Additionally, the scale had been
altered and the scoring and coding was incorrect.

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39. In or around August 25, 2021, Defendant KINGS COLLEGE, DOES 1-50, and Defendant ABDOU, published a study entitled; “Long-term adherence to direct acting oral anticoagulants and the influence of health beliefs after switching from vitamin-K antagonists: Findings from the Switching Study” on Elsevier.com website. It remained accessible online for a period up to and including at least March 1, 2022, and revealed the scoring and coding of the MMAS-8, which was prohibited by the Kings College License. Additionally, the scoring and coding was incorrect.

FIRST CAUSE OF ACTION FOR
BREACH OF CONTRACT

(Against Defendants KINGS COLLEGE, and DOES 1-20)

40. Plaintiff realleges paragraphs 1-39 of the Complaint and incorporates them by this reference as though fully set forth herein.

MORISKY WIDGET MMAS LICENSE AGREEMENT

41. On or about April 9, 2018 Defendant KINGS COLLEGE and DOES 1-20, and Plaintiff MMAS RESEARCH entered into the Kings College License.

42. Section 2, subsection E of the Kings College License specifically prohibits disclosure of the scoring and coding of the MMAS.

43. Further, Section 1 of the Kings College License requires that all tests administered pursuant to the Kings College License be scored in the Morisky Widget, and all users of the Morisky Widget and MMAS be trained and certified.

44. On or about November 5, 2019, Defendants breached the Kings College License by posting “Pilot Testing of a Brief Pre-Consultation Screener for Improving the Identification and Discussion of Medical Adherence in Routine Consultations” to the Dovepress.com website revealing scoring and coding for the MMAS-4, said scoring has remained on that website until at least March 1,

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1 2022. By posting the scoring and coding details of the MMAS, Defendants
2 violated and breached the provision under Section 2 subsection E of the Kings
3 College License.

4 45. In or around September 2020 Defendants breached the Kings College
5 License by publishing "Understanding the roles of educational interventions on
6 medication adherence in hypertension: A systematic review and meta-analysis"
7 on the Pubmed.gov website revealing scoring and coding for the MMAS-4. Said
8 scoring has remained on that website until at least March 1, 2022. By posting
9 the scoring and coding details of the MMAS, Defendants violated and breached
10 the provisions under Section 2 subsection E of the Kings College License.

11 46. In or around December 2020 Defendants breached the Kings College License
12 by publishing "Understanding and Improving Treatment Adherence in Paediatric
13 (sic) Growth Hormone Deficiency" on the Kings College Open Access Portal
14 website revealing scoring and coding for the MMAS-8. In addition, the scoring
15 had been altered and was incorrect. Said scoring has remained on that website
16 until at least March 1, 2022. By posting the scoring and coding details of the
17 MMAS, as well as altering the scoring and coding, Defendants violated and
18 breached the provisions under Section 2 subsection E of the Kings College
19 License.

20 47. In or around August 25, 2021 Defendants breached the Kings College
21 License by publishing "Long-term adherence to direct acting oral anticoagulants
22 and the influence of health beliefs after switching from vitamin-K antagonists:
23 Findings from the Switching Study:" on the Elsevier.com website revealing
24 scoring and coding for the MMAS-8. In addition, the scoring was incorrect. Said
25 scoring has remained on that website until at least March 1, 2022. By posting

1 the scoring and coding details of the MMAS, Defendants violated and breached
2 the restricted provision under Section 2 subsection E of the Kings College
3 License.

4 48. Section 1 subsection F of the Kings College License requires that "all
5 MMAS tests administered must be scored and coded through the Morisky
6 Widget". Section 2 subsection D of the Kings College License states, "Licensee
7 agrees to be trained and certified on the Morisky Widget and the Morisky
8 Medication Adherence Protocol". Defendant KINGS COLLEGE breached the
9 Kings College License when they failed and refused to score MMAS tests
10 administered in the Widget, failed to have the administrators trained and
11 certified, and other breaches according to proof.

12 49. As a result of the breach of Defendants as described herein, Plaintiffs have
13 been damaged in a sum according to proof. In addition, Plaintiffs seek
14 injunctive relief to prevent further posting and publication of scoring and
15 coding of the MMAS-4 and MMAS-8.

16 50. As a further direct and proximate result of the breach of Defendants
17 described herein, Plaintiffs have incurred costs for professionals, including
18 attorneys, and incurred other incidental expenses and costs, all in a sum
19 according to proof.

20 **SECOND CAUSE OF ACTION**

21 **COPYRIGHT INFRINGEMENT [17 U.S.C. §101, et seq]**

22 **(Against all Defendants)**

23 51. Plaintiff realleges paragraphs 1-50 of the complaint and incorporates them
24 by this reference as though fully set forth herein.

25 52. At all times relevant hereto, Plaintiffs have been the owners of all copyright

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1 rights or rights to assert copyright claims for the MMAS-4, MMAS-8, and the
2 Morisky Widget. Plaintiffs have complied in all respects with the Copyright Act
3 of 1976, 17 U.S.C. §101 *et seq.*, and all other laws governing copyright.

4 53. Plaintiffs' copyrights were infringed when Defendant KINGS COLLEGE,
5 Defendant HANLON Defendant DOES 1-50 published without a license, studies
6 as described herein, related to their use of the MMAS-4, without a license, said
7 studies still available on line at least through March 1, 2022.

8 54. Plaintiffs' copyrights were further infringed when Defendant KINGS
9 COLLEGE, Defendant HANLON, Defendant WEINMAN, Defendant KHAN,
10 Defendant GRAHAM, Defendant ABDOU, and Defendants DOES 1-50 posted
11 the MMAS-4 and MMAS-8 copyrighted information on the Clinicaltrials.gov,
12 Kings College Open Access Portal, Dovepress.com, Pubmed.gov, and
13 Elsevier.com websites for public viewing without the consent of Plaintiffs and
14 in direct contravention to the Kings College License.

15 55. Plaintiffs' copyrights were infringed when Defendant KINGS COLLEGE and
16 Defendant GRAHAM, altered the MMAS-8 scale, the MMAS questions as well
17 as the scoring and coding, yet still referred to it as the MMAS. These alterations
18 resulted in incorrect results thereby risking the health of the patient as well as
19 Plaintiffs' reputation and credibility.

20 56. The Kings College License specifically prohibited disclosure of the protected
21 information. Section 2 of the Kings College License states in part, "MMAS
22 Coding and Scoring criteria are trade secrets of Licensor and as such can never
23 be divulged in any publication, presentation, or website without written
24 permission from Licensor". Defendants shared the scoring and coding details
25 with unauthorized and unlicensed individuals.

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1 57. Plaintiffs are informed and believe and thereon allege that all Defendants
2 without authorization, have infringed and will continue to infringe the
3 copyrights by using, copying, counterfeiting, distributing, or otherwise
4 exploiting same without a license to do so.

5 58. By means of the actions complained of herein, Defendants, and each of them,
6 have infringed, and will continue to infringe, the copyrights.

7 59. Plaintiffs are entitled to an injunction restraining Defendants, and each of
8 them, and all persons acting in concert with them, from engaging in further such
9 acts in violation of the copyright laws.

10 60. As a direct result of Defendants' infringement, Plaintiffs have sustained
11 damages in an amount to be determined at trial.

12 61. Pursuant to 17 U.S.C. §§ 502, 503, 504, and 505, Plaintiffs are entitled to an
13 award of actual or statutory damages, injunctive relief, the impoundment and
14 destruction of the infringing materials, and his attorney's fees and costs.

15 62. Plaintiffs are also entitled to damages, pursuant to the Copyright Act of
16 1976, 17 U.S.C. §101. *et. seq.*, for Defendants' willful and continued
17 infringements of the Copyrights described herein.

18
19 **THIRD CAUSE OF ACTION**

20 **MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND**

21 **TRADE SECRETS ACT [18 U.S.C. §1836 *et seq.*]**

22 **(Against all Defendants)**

23 63. Plaintiffs reallege paragraphs 1-62 of the complaint and incorporate them by
24 this reference as though fully set forth herein.

25 64. Plaintiffs own confidential information, proprietary and trade secret

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1 information, as alleged above, including but not limited to the MMAS and
2 MMAS Widget coding and scoring criteria.

3 65. Plaintiffs' confidential, proprietary, and trade secret information relates to
4 products and services used, sold, shipped and/or ordered in, or intended to be
5 used, sold, shipped, and/or ordered in, interstate or foreign commerce.

6 66. Plaintiffs take reasonable efforts to protect and not to disseminate or permit
7 the use of their trade secrets to non-authorized users, as well as efforts to make
8 sure the scoring and coding is not disclosed. For example, Plaintiffs require any
9 licensee of the MMAS-4, MMAS-8, and Morisky Widget to contractually agree
10 to maintain the confidentiality of the coding and scoring criteria.

11 67. In fact, Plaintiffs required Defendants KING COLLEGE, and DOES 1-20 to
12 contractually agree to maintain the confidentiality of the coding and scoring
13 criteria of the MMAS-4, MMAS-8 and the Morisky Widget in the Kings College
14 License.

15 68. Plaintiffs' confidential, proprietary, and trade secret information derives
16 independent economic value from not being generally known to, and not being
17 readily ascertainable through proper means by, another person who can obtain
18 economic value from the disclosure or use of the information.

19 69. Defendants misappropriated Plaintiffs' confidential, proprietary, and trade
20 secret information by disclosing coding criteria on the websites
21 Clinicaltrials.gov, Kings College Open Access Portal, Dovepress.com,
22 Pubmed.gov, and Elsevier.com. Defendants' misappropriation of Plaintiffs'
23 confidential, proprietary, and trade secret information was intentional, knowing,
24 willful, and malicious.

25 70. Defendants misappropriated Plaintiffs' trade secrets when they gave

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1 unauthorized individuals access and use of the protected MMAS-4, MMAS-8 and
2 Morisky Widget, and when they disclosed coding and scoring in publications as
3 described herein.

4 71. Defendant KINGS COLLEGE, Defendant WEINMAN, Defendant KHAN,
5 Defendant GRAHAM, Defendant ABDOU, and Defendants DOES 1-50 knew
6 they had a duty to maintain the secrecy of Plaintiff's trade secrets and the
7 restrictions of use and disclosure.

8 72. As the direct and proximate result of Defendants' conduct, Plaintiffs have
9 suffered and, if Defendants' conduct is not enjoined, will continue to suffer,
10 severe competitive harm, irreparable injury, and significant damages, in an
11 amount to be proven at trial. Because Plaintiffs' remedy at law is inadequate,
12 Plaintiffs seek, in addition to damages, temporary, preliminary, and permanent
13 injunctive relief to recover and protect their confidential, proprietary, and trade
14 secret information and to protect other legitimate business interests. Plaintiffs'
15 business operates in a competitive market and will continue suffering
16 irreparable harm absent injunctive relief.

17 73. Plaintiffs have been damaged by all of the foregoing and pursuant to 18
18 U.S.C. §1836(3), Plaintiffs are entitled to an award of actual damages,
19 injunctive relief, damages for unjust enrichment, exemplary damages, and
20 attorney's fees and costs.

21
22 **FOURTH CAUSE OF ACTION**

23 **UNFAIR BUSINESS PRACTICES [B&P §17200, et seq]**

24 **(Against all Defendants)**

25 74. Plaintiffs reallege paragraphs 1-73 of the complaint and incorporates them

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1 by this reference as though fully set forth herein.

2 75. Defendants' acts and practices as detailed above constitute acts of unlawful,
3 unfair or fraudulent business acts and practices within the meaning of California
4 Business and Professions Code §17200.

5 76. Pursuant to California Business and Professions Code §17203, Plaintiffs
6 seek an order from this Court prohibiting defendants from engaging or
7 continuing to engage in the unlawful, unfair, or fraudulent business acts or
8 practices set forth herein.

9 77. Plaintiffs additionally request an order from this Court requiring that
10 Defendants disgorge profits and return or pay to Plaintiffs all of Defendants'
11 profits from the illegal transactions described herein, and/ or pay restitution,
12 including the amount of money that would have been paid to Plaintiffs for the
13 sales of licenses or tests contemplated and consummated by Defendants as a
14 result of the acts described herein, including through the use of Plaintiffs'
15 assets, trade secrets, trade names and intellectual property.

16
17 **WHEREFORE**, Plaintiffs prays for judgment against Defendants as
18 follows:

- 19 1. For compensatory damages in an amount according to proof at trial;
20 2. For statutory damages in an amount determined to be just;
21 3. For actual damages in an amount according to proof at trial;
22 4. For exemplary damages in an amount determined to be just;
23 5. For issuance of preliminary and permanent injunctive relief against
24 Defendants, and each of them, and their respective officers, agents,
25 representatives, servants, employees, attorneys, successors and assigns, and all

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1 others in active concert or participation with Defendants, enjoining and
2 restraining them from:

3 a. Disclosing the coding and scoring of the MMAS-4, MMAS-
4 8, or Morisky Widget, or any trade secrets of Plaintiffs to anyone or on the
5 Internet, or in any publication, the articles, publications, and reports described
6 herein, or any such articles, publication, and reports in the future which use or
7 reference the MMAS-4, MMAS-8, or the Morisky Widget;

8 b. Granting any sublicenses to use the Widget;

9 c. Assisting, aiding, or abetting any other person or business
10 in engaging in or performing any of the above activities;

11 4. Order that Defendants file with this Court and serve upon Plaintiffs
12 within thirty (30) days after service on Defendants of an injunction in this
13 action, a report by Defendants, under oath, setting forth that Defendants have
14 complied with the injunction, as well as the steps they have taken to comply;

15 5. For costs of suit herein incurred;

16 6. For attorney fees;

17 7. For prejudgment interest in the amount of ten percent (10%) per annum
18 or the maximum amount allowed by law; and

19 8. For such other and further relief the Court deems just and proper.

20
21 Dated: March 3, 2022

KENNETH I. GROSS & ASSOCIATES

22
23
24 By  _____
25 Kenneth I. Gross, Esq.
Attorney for Plaintiffs

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