UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

POST UNIVERSITY, INC., Plaintiff, v. LEARNEO, INC., Defendant.	Case No. 3:21-cv-01242 (VDO)

NOTICE OF MOTION FOR PRE- AND POST-JUDGMENT INTEREST

PLEASE TAKE NOTICE that, upon the Memorandum of Law and all pleadings, papers, and prior proceedings herein, the undersigned attorneys for Plaintiff shall move this Court before the Honorable Vernon D. Oliver, United States District Court Judge for the District of Connecticut, at the United States Courthouse located at the Abraham Ribicoff Federal Building, 450 Main Street, Hartford, CT 06103, at a date and time directed by the Court, for an award of pre- and post-judgement interest on the April 14, 2026 Judgement the Court entered against Defendant Learneo, Inc., pursuant to Fed. R. Civ. P. 59(e). The reasons and grounds for this motion are more fully described in the accompanying Memorandum of Law in support of this motion.

Dated: May 6, 2026
New York, New York

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Yonaton Aronoff, an attorney, hereby certify that on this May 6, 2026, I caused a true and correct copy of the foregoing Notice of Motion for Pre- and Post-Judgment Interest to be served by ECF on all counsel of record.

Dated: May 6, 2026

/s/ Yonaton Aronoff
Yonaton Aronoff

UNITED STATES DISTRICT COURT
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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR PRE- AND POST-JUDGMENT INTEREST

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Post University, Inc. ("Post") respectfully requests that the Court amend the April 14, 2026 Judgment (Doc. 385) (the "Judgment") entered against Defendant Learneo, Inc. ("Learneo") to include awards of pre- and post-judgment interest in the amounts and for the reasons set forth below.

Preliminary Statement

A jury determined after a two-week trial that Learneo is liable to Post for $75,375,000 in statutory damages under the Digital Millennium and Copyright Act ("DMCA," 17 U.S.C. § 1202 *et seq*.), and $114.85 in compensatory damages for copyright infringement under the Copyright Act (17 U.S.C. §§ 502, 503). *See* Doc. 368. The jury was not asked to determine pre-judgment interest, as it is within the trial court's discretion to determine whether pre-judgment interest should be granted in DMCA and copyright infringement cases. *See infra*.

If pre-judgment interest is warranted in any DMCA case, this is the one. Implicit in the verdict is a determination that Learneo should pay a serious penalty for the manner in and extent to which Learneo has flouted the DMCA's requirements. Crucially, the jury assessed that Learneo should pay $25,000—the *maximum amount allowed under the DMCA*—for every single one of the 3,015 DMCA violations proven by Post. In other words, the jury tacitly agreed with Post's theory of this case: there is something wrong with a business model premised upon taking other people's work; putting it behind a paywall; and manipulating copyright management information ("CMI") to facilitate the sale of the work as if it is your own—and then, for good measure, requiring rightsholders to waive their legal rights and remedies simply in exchange for gaining access to the website to police their rights.

The jury never even heard, however, exactly how financially successful Learneo has become running a piracy-based business; how hard-fought the litigation was in the years leading

up to trial; or how Post—as a for-profit university—is uniquely situated vis-à-vis other rightsholders to pursue accountability for Learneo's breaches of the law, making this case a rare opportunity to deter similar misconduct from Learneo and third parties going forward. Under these circumstances, a pre-judgment interest award is central to the goals of the DMCA. For one thing, an interest award will bring the final judgment closer to an amount that Learneo must take seriously, as a well-funded Silicon Valley "unicorn" that reported a $3.6 billion valuation as of December 2021.[1] Pre-judgment interest also would incentivize Learneo (and other potential DMCA violators) to own up to their conduct and settle cases sooner, rather than forcing rightsholders to endure years of costly litigation to obtain basic compliance with the DMCA (as Post has had to do here). And critically, it would reinforce a principle at the heart of the DMCA: it is better to prevent infringement from happening in the first place than to simply provide remedies for harm already done.[2] That goal is eminently more achievable if companies are on notice that their financial liabilities may start accruing as soon as they have notice of DMCA violations facilitating infringement on their websites (as opposed to years down the road). For these and the reasons below, Post respectfully requests that the Court modify the Judgment to include pre-judgment interest in the amount of $12,666,727.75.

Additionally, Post requests that post-judgment interest be included in the Judgment pursuant to 28 U.S.C. § 1961.

[1] https://www.coursehero.com/blog/course-hero-series-c-funding/?irclickid=Qc0xLjwumxyZRGfWdsXZsS8aUkuU0myQv3u41U0&utm_medium=affiliate&utm_content=10078&irgwc=1&afsrc=1 (last visited May 5, 2026).

[2] Doc. 189 at p. 18-19 (Post MSJ Opposition).

Argument

In this case, a pre-judgment interest award is warranted as a matter of discretion, and a post-judgment interest award is warranted as a matter of law.

I. PRE-JUDGMENT INTEREST WOULD FURTHER THE GOALS OF THE DMCA UNDER THESE CIRCUMSTANCES

Pre-judgment interest awards are not expressly mandated, and therefore are not automatically granted, in connection with damages awards under the DMCA and the Copyright Act. *Bus. Casual Holdings, LLC v. TV-Novosti*, No. 21-CV-2007 (JGK) (RWL), 2023 WL 1809707, at *13 (S.D.N.Y. Feb. 8, 2023), *report and recommendation adopted*, No. 21-CV-2007 (JGK), 2023 WL 4267590 (S.D.N.Y. June 28, 2023). However, courts in the Second Circuit are authorized to award pre-judgment interest on statutory damage awards generally, including awards made under the DMCA. *See Miller v. Netventure24 LLC*, No. 19CV7172LGSBCM, 2021 WL 3934262, at *8 (S.D.N.Y. Aug. 6, 2021), *report and recommendation adopted*, No. 19 CIV. 7172 (LGS), 2021 WL 3931928 (S.D.N.Y. Sept. 2, 2021); *see also, e.g.*, *EMI April Music Inc. v. 4MM Games, LLC*, 2014 WL 325933, at *9 (S.D.N.Y. Jan. 13, 2014), *report and recommendation adopted,* 2014 WL 1383468 (S.D.N.Y. Apr. 7, 2014); *TigerCandy Arts, Inc. v. Blairson Corp.*, 2012 WL 1948816, at *3 (S.D.N.Y. May 30, 2012); *Dweck v. Amadi*, 2011 WL 3809907, at *5 (S.D.N.Y. July 26, 2011); *Barclays Capital Inc. v. Theflyonthewall.com,* 700 F. Supp. 2d 310, 329-30 (S.D.N.Y. 2010), *rev'd in part on other grounds*, 650 F.3d 876 (2d Cir. 2011); *Broadcast Music, Inc. v. R Bar of Manhattan, Inc.*, 919 F. Supp. 656, 661 (S.D.N.Y. 1996).

While pre-judgment interest in these cases generally is reserved for "exceptional circumstances," such circumstances exist where added deterrence measures will reduce the likelihood of future violations. *See id*. For instance, in *Business Casual Holdings*, the Southern District awarded prejudgment interest on the DMCA claims after finding that the record

demonstrated Defendant's "knowing, purposeful, and willful copyright infringement and violation of the DMCA," and concluding that the "statutory damages awarded for Defendant's DMCA violations is likely an insufficient deterrent to Defendant's future misconduct." *Bus. Casual Holdings*, 2023 WL 1809707 at *13 (S.D.N.Y. Feb. 8, 2023).

This is exactly the kind of case, like *Business Casual Holdings*, where pre-judgment interest is needed for deterrence, particularly in light of the defendant's "knowing, purposeful, and willful copyright infringement and violation of the DMCA." Indeed, there are powerful reasons to doubt that the verdict alone, without prejudgment interest, will change much of anything about the way Learneo approaches its obligations under the DMCA.

First, Learneo's indifference to rightsholders (and the DMCA) is built into the very fabric of its business, and Learneo has not shown any willingness to change. As the jury learned, every aspect of the Course Hero website has been painstakingly designed by a cross-functional product team, and the facilitation and concealment of infringement is a feature—not a bug—of Course Hero's design.[3] Learneo and its talented engineering corps can preserve and display any original CMI they choose in connection with documents sold on Course Hero and, for the most part, they choose to display very little of it[4]—even while adding their own CMI to virtually every single document at every stage of the user experience.[5] Post also proved that Learneo's so-called tools to "protect rightsholders" do no such thing.[6] And if a rightsholder has concerns about their work(s) being distributed on Course Hero, they better have a lot of time and patience on their side—because

[3] *See e.g.*, Doc. 374 at 157:15-158:2; 165:8-21 (Jason Wentworth).

[4] There are a couple of exceptions, such as large Excel spreadsheets that are transmitted to the user at the download stage of the Course Hero document lifecycle. *See e.g.,* Doc. 182-2 at n.10 (Learneo MSJ).

[5] *See e.g.*, Doc. 373 at 37:19-38:8 (Monty Myers).

[6] *See e.g.*, Doc. 375 at 27:2-7; 28:24-29:17; 30:13-25 (Stephen Van Horne).

the only help they can expect from Learneo's compliance department is a macro-based email dialogue over days, if not weeks.[7] Moreover, the evidence showed that when educators and schools raised concerns about cheating and infringement, Learneo responded with messaging campaigns: telling people what they wanted to hear and ignoring anything beyond individual document removal requests, rather than resolving the issues that led to concerns in the first place.[8] *See id.* These are just a few of the ways that Learneo has managed to grow an incredibly lucrative business based on selling works created by others.

Learneo's indifference to rightsholders even echoed through its conduct in this very litigation. At every phase of this matter—from the first demand letter sent by Post back in 2021, through and including the last strains of the parties' closing arguments at trial—Learneo has conducted itself as though Post's claims under the DMCA are a mere nuisance. Post's demand letters—having been reviewed and considered by Learneo's Head of Compliance, Terry Park, in the early months of 2021—ended up in the proverbial trashcan.[9] Starting with its motion to dismiss (Doc. 36-1), Learneo has maintained that it is perfectly lawful and reasonable to distribute other people's works adorned with *Learneo's* CMI. Post's attorneys had to scratch and claw at every stage of discovery to get the information needed to determine how the website works and which of Post's documents had been displayed to Course Hero users and in which format(s).[10] Astonishingly, even after discovery revealed *thousands* of Post documents behind the Course Hero paywall, Learneo took the position on summary judgment that Post was not harmed and had no

[7] *See* Doc. 363 at 67:1-68:6 (Learneo Opening Statement); Doc. 374 at 53:16-25 (Gregor Carrigan); Doc. 375 at 201:12-202:5 (Terry Park); DTX10021; PTX 932-H; PTX 932-BR.

[8] *Id.*

[9] *See* Doc. 373 at 110:17-19 (Christopher Chew); 239:4-25 (Terry Park).

[10] *See e.g.*, Doc. 189-9 at ¶¶ 35-36 (Johnson Declaration); Doc. 373 at 24:17-25:14 (Monty Myers).

cause to complain. Doc. 182-1 at p. 14. In substance, according to Learneo, Post's proprietary course materials—and Post as a school and a business—lack the value needed to justify this litigation, and Post has merely been in search of a "windfall." *See id*. at p. 8.

Learneo's attitude of impunity continued at trial. Learneo all but lied to the jurors about the number of ways Learneo tries to protect rightsholders—only to have witness after witness admit that these so-called "protections" are virtually ineffective.[11] Instead of mounting any real defense of its conduct, Learneo used tactics like showing stacks of textbooks to Post witnesses, plainly suggesting that because some Post course materials included excerpts from those textbooks, Post has no legitimate need to protect its course materials in the first place.[12] And as trial closed, Learneo still glossed over the fundamental nature of the infringement machine powering its business—focusing instead on the notion that "something [in the law] must be broken" for prospective damages to run potentially into the billions under the DMCA, all while blaming *Post* for not continuing to send Learneo takedown notices in perpetuity.[13] In short, nothing about the way Learneo has conducted itself, in its business or in this litigation, would suggest that Learneo plans to take more seriously its obligations under the DMCA or to rightsholders going forward.

Second, following from the first: an award of pre-judgment interest would mitigate Learneo's incentives to continue conducting business as usual vis-à-vis rightsholders. As a general matter, time is on Learneo's side when it comes to complaining rightsholders. Learneo well knows

[11] *See e.g.,* Doc. 374 at 149:28-22; 190:22-25 (Jason Wentworth); Doc. 375 at 29:18-22 (Stephen Van Horne); Doc. 376 at 52:12-25; 58:3-8 (Terry Park).

[12] Post witnesses explained that Post licenses educational materials from other companies to incorporate into its course materials. *See* Doc. 372 at 53:21-54:14 (Dr. Jeremi Bauer); 73:19-23 (Richard Dumont).

[13] Doc. 378 at 120:20-121:2; 123:6; 123:8-9; 125:7; 125:16-17 (Learneo Closing Statement).

that, for all intents and purposes, rightsholders can only seek meaningful redress for DMCA violations through the courts. Relatedly, Learneo is fully aware that the cost of seeking redress through the courts is prohibitive for most rightsholders, many (if not most) of whom are individual authors concerned with a handful of personally-created works (as opposed to the thousands of Post-created works that were at issue in this case).[14] Even in this case, Learneo already has publicly indicated its intent to appeal, stating that the verdict is "unsupported by law or fact,"[15] so proceedings before the Second Circuit will be the next hurdle in Post's long journey to hold Learneo fully and finally accountable.

Indeed, time is on the side of all DMCA defendants in Learneo's position, making pre-judgment interest an important mechanism to deter violations of the DMCA generally. It is a logical business decision to take a half-hearted approach to DMCA compliance when the threat of potential liability (at most) could result in a statutory damages award—basically, a fine—in favor of an intrepid plaintiff years down the road. However, it is a much *less* logical business decision to take a half-hearted approach to compliance when one knows that a plaintiff's damages are likely to start running the minute their DMCA takedown letter is ignored. An award of pre-judgment interest in this case would reinforce to Learneo (and similar companies) that ignoring diligent rightsholders is likely to be costly.

Third, following from the second: a $75 million verdict would be a serious statutory penalty for most companies, but most companies do not reach multi-billion-dollar valuations and

[14] As one commentator accurately noted, "As a for-profit university, Post University was in a unique position to sue Learneo, as the school owned the rights to all its learning materials. At most private, not-for-profit and public schools, copyrights for learning materials rest not with the schools but with the instructors who create them." https://www.forbes.com/sites/dereknewton/2026/03/18/university-wins-75-million-verdict-against-learneo-course-hero/ (last visited May 6, 2026).

[15] *See* https://www.reuters.com/legal/litigation/course-hero-owner-must-pay-university-75-million-copyright-dispute-us-jury-says-2026-03-05/ (last visited May 4, 2026).

become well-funded Silicon Valley "unicorns." Course Hero has been central to the growth of Learneo, which is now the parent company of several education-focused subsidiaries with (as of 2022) "over 100 million monthly active users and a combined revenue of more than $200 million across its six businesses."[16] Put simply, while a $73 million damages award certainly is significant, it arguably will not be significant enough *to Learneo* to impact their conduct going forward.

Fourth, and finally, it is worth noting the likely reason this is the first time Learneo has faced any serious accountability for the DMCA violations inherent in the Course Hero website. The vast majority of rightsholders harmed by Course Hero are not robust institutions like Post, but rather are individual educators—professors, teachers, graduate students, scholars—who simply do not have the resources to take on Learneo to defend the works they personally have authored. Unless another for-profit organization (like a school or a publisher) decides to follow in Post's footsteps and undertake a costly litigation, it may be *years* (if at all) before Learneo's relationship with the DMCA is placed under scrutiny again. Accordingly, this is an important opportunity to convey to Learneo and others that their DMCA-related obligations are not to be taken lightly.

Simply put: this is an exceptional case. Learneo is a technology giant built on infringement, and just so happened to harm a plaintiff with the will and the resources to do something about it. Pre-judgment interest is an appropriate mechanism for accountability and deterrence and would be a prudent exercise of the Court's discretion. Accordingly, Post respectfully requests an additional award of $12,666,727.75 in prejudgment interest assessed against Learneo, with the Court applying the monthly average 52-week Treasury Bill from January 2021 to April 2026

[16] *See* https://www.learneo.com/news/introducing-learneo-a-platform-of-learning-and-productivity-brands-built-for-an-evolving-knowledge-economy#:~:text=Last%20December%2C%20Learneo%2C%20formerly%20known,company's%20value%20at%20%243.6%20billion (last visited May 4, 2026).

(3.19%)[17], and calculating interest payments from January 6, 2021, when Learneo first received notice of its ongoing DMCA violations vis-à-vis Post. *See, e.g.*, *Business Casual Holdings*, 2023 WL 1809707 at n.6 (S.D.N.Y. Feb. 8, 2023).

II. THE COURT SHOULD AWARD POST-JUDGMENT INTEREST

Post-judgment interest, governed by 28 U.S.C. § 1961(a), is mandatory on awards in civil cases and is measured from the date of entry of the judgment to the date when the judgment is satisfied. *See, e.g.*, *Westinghouse Credit Corp. v. D'Urso*, 371 F.3d 96, 100 (2d Cir. 2004); *Trustees of the New York City Dist. Council of Carpenters Pension Fund v. Golden Dev. & Constr. Corp.*, No. 17cv1051 (VSB) (JLC), 2017 WL 2876644, at *6 (S.D.N.Y. July 6, 2017), *report and recommendation adopted*, 2017 WL 3309737 (S.D.N.Y. Aug. 2, 2017).

Accordingly, Post respectfully requests an award of post-judgment interest from the date of the entry of the judgment (April 14, 2026) until the satisfaction of the judgment, calculated using the 52-week Treasury Bill rate for the calendar week preceding the date of judgment. *See* 28 U.S.C. § 1961(a)-(b); *Greenway v. Buffalo Hilton Hotel*, 143 F.3d 47, 55 (2d Cir. 1998) ("[p]ostjudgment interest is designed to compensate the plaintiff for the delay it suffers from the time damages are reduced to an enforceable judgment to the time the defendant pays the judgment." (alteration in the original)).

Conclusion

For the foregoing reasons, Plaintiff respectfully requests that its motion for pre-judgment and post-judgment interest be granted.

[17] *See* Board of Governors of the Federal Reserve System, Selected Interest Rates (Daily) – H.15, U.S. government securities, Treasury bills (secondary market), 1-year; *data available at* https://www.federalreserve.gov/releases/h15/

Dated: May 6, 2026
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