

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

TEOCO Corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
Razorsight Corporation, Sundeep Sanghavi and Shital Sanghavi,)	
)	
Defendants.)	
<hr style="border-top: 1px dashed black;"/>		
Razorsight Corporation,)	
)	
Counterclaimant,)	
)	
v.)	
)	
TEOCO Corporation and Atul Jain,)	
)	
)	
Counterclaim- Defendants.)	

Case No.: 1:07cv887 CMH/BRP

THIRD AMENDED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, TEOCO Corporation (“TEOCO” or “Plaintiff”), hereby files its Third Amended Complaint against Defendants Razorsight Corporation, Sundeep Sanghavi and Shital Sanghavi (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for preliminary and permanent injunctive relief, federal copyright infringement under 17 U.S.C. §§ 101 et seq., violation of the Federal Computer Fraud and Abuse Act under 18 U.S.C. § 1030, misappropriation of trade secret under VA Code Ann. §§

59.1-336 et seq., breach of contract, breach of the duty of loyalty, and violation of the Virginia Business Conspiracy Act under VA Code Ann. §§ 18.2-499 et seq.

2. TEOCO brings this action to prevent the continuing and irreparable harm that TEOCO is suffering and will continue to suffer due to Defendants' willful infringement of the copyrights in TEOCO's software and manuals, Defendant Shital Sanghavi's violation of the Federal Computer Fraud and Abuse Act, Defendants' misappropriation of TEOCO's trade secrets and other proprietary materials and data, Defendants' conspiracy to willfully and maliciously injure TEOCO in its reputation, trade, business, and profession, and Defendants' breach of contract and Defendants Sundeep Sanghavi and Shital Sanghavi's breach of their duty of loyalty.

THE PARTIES

3. Plaintiff TEOCO is a Delaware corporation with its headquarters and principal place of business at 12150 Monument Drive, Suite 400, Fairfax, Virginia 22033.

4. Defendant Razorsight is a Delaware corporation with its headquarters and principal place of business at 3926 Pender Drive, Suite 200, Fairfax, Virginia 22030. It also has an office located at The Old Judge Building, 710 North Second Street, St. Louis, Missouri 63102. Further, Razorsight has an Indian subsidiary, Razorsight India Private Limited, with an office located at 'A' Wing, 3rd Floor, Divyashree Chambers, No.11, O'Shaughnessy Road, Bangalore - 560 025, India.

5. Defendant Sundeep Sanghavi is an individual residing at 4911 Sammy Joe Dr., Fairfax, Virginia 22030. He is presently the Chairman and Founder of Razorsight. Defendant Sundeep Sanghavi has also previously been known as Sandip Sanghavi.

6. Defendant Shital Sanghavi is an individual residing at 4911 Sammy Joe Dr., Fairfax, Virginia 22030. Defendant Shital Sanghavi has also previously been known as Sonia Sanghavi.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338 and jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

8. This Court has personal jurisdiction over Defendants in that each of them has committed acts within Virginia and this judicial district giving rise to this action, Defendant Razorsight is headquartered and conducts business in this judicial district, and Defendants Shital Sanghavi and Sundeep Sanghavi both reside in this judicial district, such that the exercise of personal jurisdiction over each Defendant would not offend due process.

9. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and 1400(a) because each Defendant has committed acts within this judicial district giving rise to the action, Defendant Razorsight is headquartered and conducts business in this judicial district, Defendants Shital Sanghavi and Sundeep Sanghavi reside and conduct business in this judicial district, and Defendants' actions have injured Plaintiff, whose headquarters is in this judicial district.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

Plaintiff

10. Plaintiff TEOCO was incorporated in 1994 as Strategic Technology Group, Inc., a Virginia corporation. In 1998, Strategic Technology Group, Inc. changed its name to TEOCO Corporation, a Virginia corporation. In January 2002, the Virginia corporation merged into TEOCO Corporation, a Delaware corporation established for that purpose.

11. TEOCO (an acronym for “The Employee Owned Company”) is a company of about 150 employees with over \$30 million in annual revenue. TEOCO’s primary business is in the telecommunications cost management area. Specifically, TEOCO uses its proprietary software, as well as professional services, to help its clients manage their telecommunications expenses. Over the past 13 years, TEOCO has developed several application software solutions and services, along with accompanying documentation, for this purpose. Now, TEOCO is a recognized leading provider of network cost management, revenue assurance and additional business intelligence solutions. TEOCO has earned recognition as the premier provider of cost and revenue management solutions to the telecommunications industry and it also provides auditing services and software solutions to many premier global cable operators. TEOCO has twice been ranked in Inc. Magazine’s List of 500 of the fastest growing privately held companies.

12. TEOCO has developed and owns significant “Proprietary Information.” Its Proprietary Information includes, but is not limited to, copyrighted works of software and related documentation. Such Proprietary Information includes, but is not limited to, any non-copyrightable algorithms, data structures, protocols, specifications, architecture, flowcharts, pseudo-code, symbolic representations, modules, subroutines, and other ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries that TEOCO used to develop its works of software and/or are embedded within TEOCO’s works of software. Proprietary Information also includes, but is not limited to, confidential information concerning TEOCO’s customers and potential customers, business plans, operational and software development methodology, and the manner and use of TEOCO’s copyrighted works and non-copyrighted materials and methodologies to service its clients. Proprietary Information includes,

but is not limited to, TEOCO “trade secrets” as defined by the Virginia Uniform Trade Secrets Act.

13. One of TEOCO’s primary lines of business is the Communications & Entertainment Solutions group, which distributes and supports TEOCO’s BillTrak Pro™ software (“BillTrak Pro™”).

14. TEOCO’s BillTrak Pro™ is a robust network cost management software application that automates and manages the entire network cost lifecycle by importing detailed electronic invoice data, auditing and analyzing the data, and then facilitating the payment process. BillTrak Pro™ allows users to fully manage their carrier and network costs to automate invoice management, reconciliation, dispute creation and cost accounting. The system enables customers to view up-to-date cost information and allows educated decisions for network planning and optimization.

15. TEOCO spent significant resources and time developing BillTrak Pro™. The software, as it is now, took approximately nine years and over \$50 million dollars to develop.

16. TEOCO does not give away its software content or services for free, but rather licenses BillTrak Pro™, and access to BillTrak Pro™, to customers via Application Service Provider agreements, for a fee or fees. Those customers enter into an agreement prohibiting the reproduction, replication, distribution, reverse engineering of any part of BillTrak Pro™, including its supporting software modules.

17. BillTrak Pro™ is made up of several different components or modules, including without limitation, the Data Model, Data Model Scripts, DataLoader, and the Sequences Procedure. The BillTrak Pro™ Data Model is the model by which the data is organized, analyzed, and evaluated. The Data Model Scripts are the software code that transform this

information into an actual BillTrak Pro™ data base structure. The Data Model scripts include the BillTrak Pro™ Account Coding Data Model Script, the BillTrak Pro™ Invoice Data Model Script, and the BillTrak Pro™ Workflow Data Model Script (hereinafter, collectively the “BillTrak Pro™ Data Model Scripts”). The DataLoader consists of several different modules that load data from invoices into the BillTrak Pro™ database. The DataLoader modules include an EDI 811 Loader module, a CABS loader module, and a SECAB Loader module (hereinafter, collectively the “BillTrak Pro™ DataLoader”). The BillTrak Pro™ Sequences Procedure is used to generate a Structured Query Language (“SQL”) script, which recreates the Oracle sequences for the BillTrak Pro™ database.

18. The BillTrak Pro™ Data Model is an original work of authorship developed by TEOCO and its employees as works for hire, and is owned by TEOCO. TEOCO marks the BillTrak Pro™ Data Model as proprietary, owns all of the copyrights in the BillTrak Pro™ Data Model, and has filed for registration of its copyrights in the BillTrak Pro™ Data Model with the United States Library of Congress’ Copyright Office (“Copyright Office”).

19. The BillTrak Pro™ Data Model Scripts are original works of authorship developed by TEOCO and its employees as works for hire, and are owned by TEOCO. TEOCO marks the software as proprietary, owns all of the copyrights in the BillTrak Pro™ Data Model Scripts, and has filed for registration of its copyrights in the BillTrak Pro™ Data Model Scripts with the Copyright Office.

20. The source code for the BillTrak Pro™ Data Model Scripts is available only to TEOCO employees. The BillTrak Pro™ Data Model Scripts source code is a trade secret carefully protected by TEOCO. The BillTrak Pro™ Data Model Scripts source code derives economic value, actual or potential, from not being generally known to, and not being readily

ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In particular, if the BillTrak Pro™ Data Model Scripts source code was known to companies other than TEOCO, it could be used to replicate the BillTrak Pro™ Data Model. Those parties would obtain economic value from that use.

21. The BillTrak Pro™ DataLoader is an original work of authorship developed by TEOCO and its employees as works for hire, and is owned by TEOCO. TEOCO marks the software as proprietary and owns all of the copyrights in the BillTrak Pro™ Data Loader. TEOCO has filed for registration of its copyrights in DataLoader, including the EDI 811 Loader module, CABS Loader module, and SECAB Loader module, with the Copyright Office.

22. The source code for the BillTrak Pro™ DataLoader is available only to TEOCO employees. The BillTrak Pro™ DataLoader source code is a trade secret carefully protected by TEOCO. The BillTrak Pro™ DataLoader source code derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In particular, if the BillTrak Pro™ DataLoader source code was known to companies other than TEOCO, it could be used for loading data in different formats, such as EDI 811, and for the development of their own software. Those parties would obtain economic value from that use.

23. The BillTrak Pro™ Sequences Procedure is an original work of authorship developed by TEOCO and its employees as works for hire, and is owned by TEOCO. TEOCO marks the software as proprietary and owns all of the copyrights in the BillTrak Pro™ Sequences Procedure. TEOCO has filed for registration of its copyrights in the BillTrak Pro™ Sequences Procedure with the Copyright Office.

24. The source code for the BillTrak Pro™ Sequences Procedure is available only to TEOCO employees. The BillTrak Pro™ Sequences Procedure source code is a trade secret carefully protected by TEOCO. The BillTrak Pro™ Sequences Procedure source code derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In particular, if the BillTrak Pro™ Sequences Procedure source code was known to companies other than TEOCO, it could be used to replicate a SQL script, which recreates the relational sequences for the database. Those parties would obtain economic value from that use.

25. When BillTrak Pro™ is licensed, the customers are also given access to several manuals that accompany BillTrak Pro™, including a User Guide, an Administrator Guide, an Audit Guide, a Report Guide, a Query Guide, a Transaction Effects Manual, and a Screens to Data Model Source (the “BillTrak Pro™ Manuals”).

26. The BillTrak Pro™ Manuals are original works of authorship developed by TEOCO and its employees as works for hire, and the Manuals are owned by TEOCO. TEOCO marks the BillTrak Pro™ Manuals as proprietary, owns all of the copyrights in the BillTrak Pro™ Manuals, and has filed for registration of its copyrights in the BillTrak Pro™ Manuals with the Copyright Office.

27. In addition to software that TEOCO has developed for customers, TEOCO also has developed software known as STIGMA (“STIGMA”), which is proprietary software that TEOCO uses for internal compliance testing only.

28. STIGMA is an original work of authorship developed by TEOCO and its employees as works for hire, and STIGMA is owned by TEOCO. TEOCO marks the software as

proprietary, owns all of the copyrights in STIGMA, and has filed for registration of its copyrights in STIGMA with the Copyright Office.

29. No one outside of TEOCO has authorized access to the STIGMA software. STIGMA is only available to TEOCO employees through access to a password protected Local Area Network. STIGMA is never distributed outside of the company and cannot be licensed. STIGMA is a trade secret carefully protected by TEOCO. STIGMA derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. If STIGMA were known to companies other than TEOCO, it could be used for internal testing, quality assurance on manually, optically and electronically generated data, and for development of additional software. Those parties would obtain economic value from that use.

30. TEOCO has also developed proprietary coding standards and guidelines, including its Java Coding Standard and its Database Coding Standard.

31. TEOCO's Java Coding Standard is an original work of authorship developed by TEOCO and its employees as works for hire, and is owned by TEOCO. TEOCO owns all of the copyrights in its Java Coding Standard, and has filed for registration of its copyrights in its Java Coding Standard with the Copyright Office.

32. No one outside of TEOCO has authorized access to TEOCO's Java Coding Standard. The Java Coding Standard is only available to TEOCO employees through access to a password protected Local Area Network. The Java Coding Standard is never distributed outside of the company and cannot be licensed. The Java Coding Standard is a trade secret carefully protected by TEOCO. The Java Coding Standard derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by,

other persons who can obtain economic value from its disclosure or use. In particular, if the Java Coding Standard were known to companies other than TEOCO, it could be used as a reference to replicate TEOCO's naming conventions. Those parties would obtain economic value from that use.

33. TEOCO's Database Coding Standard is an original work of authorship developed by TEOCO and its employees as works for hire, and is owned by TEOCO. TEOCO owns all of the copyrights in its Database Coding Standard, and has filed for registration of its copyrights in its Database Coding Standard with the Copyright Office.

34. No one outside of TEOCO has authorized access to TEOCO's Database Coding Standard. The Database Coding Standard is only available to TEOCO employees through access to a password protected Local Area Network. The Database Coding Standard is never distributed outside of the company and cannot be licensed. The Database Coding Standard is a trade secret carefully protected by TEOCO. The Database Coding Standard derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. In particular, if the Database Coding Standard were known to companies other than TEOCO, it could be used as a reference to replicate TEOCO's naming conventions. Those parties would obtain economic value from that use.

35. TEOCO employees (a) are told that they may not copy or distribute any TEOCO Proprietary Information, (b) must sign non-disclosure and confidentiality agreements, (c) may only use TEOCO Proprietary Information for purposes of their employment with TEOCO, (d) must maintain the confidentiality of the Proprietary Information, (e) must not disclose or distribute any Proprietary Information to any other person or entity, and (f) must return all

TEOCO materials when their employment with TEOCO ceases and sign a certificate that they have so complied.

Defendant Sundeep Sanghavi

36. Defendant Sundeep Sanghavi was employed at TEOCO from September 2, 1997 until April 6, 2001.

37. Defendant Sundeep Sanghavi signed an Employment Agreement with Strategic Technologies Corporation (now TEOCO) on September 2, 1997, when he accepted part-time employment, and he signed another copy of the same agreement on December 29, 1997, when he began full-time employment at TEOCO. Defendant Sundeep Sanghavi also signed the “Non-Disclosure/Assignment Agreement” attached to the Employment Agreement. He signed one on September 25, 1997, and signed another copy of the same agreement on December 29, 1997.

38. The Employment Agreement with Defendant Sundeep Sanghavi provides, *inter alia*, that he agrees to be bound by the provisions of the Non-Disclosure/Assignment Agreement attached thereto. The Non-Disclosure/Assignment Agreement provides that Defendant Sundeep Sanghavi, *inter alia*,

a) would learn and have access to proprietary information, including trade secrets and copyrighted materials, such as software, firmware and business procedures, and that the Proprietary Information was owned exclusively by Plaintiff,

b) that he could only use that proprietary information in connection with his work for Plaintiff,

c) that he had an obligation, both while he was employed and thereafter, to hold the Proprietary Information in confidence and not disclose or reveal that proprietary information to any person or entity, and

d) that he had an obligation to return all materials reflecting the proprietary information should he no longer be employed by Plaintiff.

39. The Employment Agreement provides, Paragraph 8, that it shall be governed by and construed under the laws of the Commonwealth of Virginia.

40. In April 2001, Defendant Sundeep Sanghavi left the employ of TEOCO. Prior to leaving the employ of TEOCO, Defendant Sundeep Sanghavi founded a company called Tech Gurus & Entrepreneurs, Inc. ("TG&E") in November 2000. In August 2001, TG&E changed its name to Nexus Innovative Solutions Company ("NISCO"), and in July 2005, NISCO changed its name to Razorsight.

41. Defendant Sundeep Sanghavi has a personal interest separate and apart from the corporate interests of Razorsight.

42. In January 2002, Defendant Sundeep Sanghavi approached TEOCO seeking to serve as a marketing representative for TEOCO products. TEOCO agreed, and entered an agreement with NISCO (now, Razorsight) whereby NISCO became a marketing representative of TEOCO, with Defendant Sundeep Sanghavi as an authorized marketing representative. The agreement was signed and entered on January 3, 2002, and terminated on April 3, 2003.

43. The Marketing Representative Agreement provides that Defendants Razorsight and Sundeep Sanghavi, *inter alia*,

a) would learn and have access to proprietary information, including trade secrets and copyrighted materials, such as software, firmware and business procedures, and that the proprietary information was owned exclusively by Plaintiff,

b) had an obligation, both while during the agreement and thereafter, to hold the proprietary information in confidence and not disclose or reveal that proprietary information to any person or entity,

c) must not destroy any proprietary markings or legends, and

d) that until April 3, 2004, would not compete with TEOCO by, *inter alia*, developing competitive software, offering interfaces or account coding to TEOCO's products, or offering competitive services to TEOCO customers.

44. The Marketing Representative Agreement provides, Paragraph 15(b), that it shall be governed by and construed under the laws of the Commonwealth of Virginia.

Defendant Shital Sanghavi

45. Defendant Shital Sanghavi was employed by TEOCO from March 15, 2000 through September 27, 2002.

46. Defendant Shital Sanghavi entered and signed an Employment Agreement with TEOCO on March 15, 2000 and signed the Non-Disclosure/Assignment Agreement attached to the Employment Agreement on March 17, 2000. She signed another Employment Agreement and the Confidentiality and Intellectual Property Assignment Agreement attached thereto on September 10, 2001. Additionally, when she left TEOCO on September 27, 2002, she signed a "Termination Certificate."

47. The Employment Agreement and Non-Disclosure/Assignment Agreement attached thereto, and the Employment Agreement and the Confidentiality and Intellectual Property Assignment Agreement attached thereto, both signed by Defendant Shital Sanghavi, each provide that Defendant Shital Sanghavi, *inter alia*,

a) would learn proprietary information, including trade secrets, such as software, firmware and business procedures, and that the proprietary information was owned exclusively by TEOCO,

b) that she could only use that proprietary information in connection with her work for TEOCO,

c) that she had an obligation, both while she was employed and thereafter, to hold the proprietary information in confidence and not disclose or reveal that proprietary information to any person or entity, and

d) that she had an obligation to return all materials reflecting the proprietary information should she no longer be employed by TEOCO.

48. Further, upon leaving TEOCO's employ, Defendant Shital Sanghavi signed a Termination Certificate, swearing (a) that she had complied with the Employment Agreements, Non-Disclosure/Assignment Agreements, and Confidentiality and Intellectual Property Assignment Agreement; (b) that she would continue to preserve as confidential TEOCO's Proprietary Information; and (c) that she had returned all materials belonging to TEOCO.

49. The Employment Agreement of March 15, 2000, provides, Paragraph 8, that it shall be governed by and construed under the laws of the Commonwealth of Virginia.

50. The Employment Agreement of September 10, 2001, provides, Paragraph 16, that it shall be governed by and construed under the laws of the Commonwealth of Virginia.

Defendant Razorsight

51. Defendant Razorsight was founded in November, 2000 by Defendant Sundeep Sanghavi as Tech Gurus & Entrepreneurs, Inc. ("TG&E") as a Virginia corporation, which then became Nexus Innovative Solutions Company ("NISCO") on August 24, 2001, also a Virginia

corporation. In April, 2005, NISCO merged into a Delaware corporation with the same name created for that purpose. NISCO's name then changed to Razorsight in July, 2005.

52. Defendant Razorsight is a competitor of TEOCO and similarly provides software solutions and services, along with accompanying documentation, for network cost management, revenue assurance, invoice processing, complete invoice life cycle management and other business intelligence solutions.

53. Defendant Razorsight has developed software, including but not limited to the Razorsight Automated Invoice Management solutions ("AIM"), and invoice service (including AIM Capture, also known as ILoader, mBill, and by other names) that Razorsight sells, licenses and uses to provide services. Razorsight claims that the AIM solutions "automate the invoice lifecycle management process, reduce the cost of and time for invoice processing, and provide powerful audit capabilities and actionable insight to finance and procurement executives." Razorsight claims that their invoice service AIM Capture "converts unstructured information into structured, usable formats defined by the client. AIM delivers the output in any standardized or client defined format e.g. EDI 810, XML, cXML, Oasis, CSV, CABS etc."

Defendants' Wrongful Acts

54. Upon information and belief, Sundeep and Shital Sanghavi agreed and conspired against TEOCO to violate their contractual and common law duties to TEOCO, to misappropriate TEOCO Proprietary Information, and to injure TEOCO through unfair and illicit competition (the "Sanghavi Conspiracy").

55. Upon information and belief, the Sanghavi Conspiracy began while Sundeep and Shital Sanghavi were employed by TEOCO and continued with the formation of the predecessor

company to co-conspirator Defendant Razorsight. Defendant Sundeep Sanghavi had and has a personal stake in the Sanghavi Conspiracy independent from the interest of Razorsight.

56. The Sanghavi Conspiracy continued after Sundeep Sanghavi left the employment of TEOCO, continued while he was a Marketing Representative for TEOCO, and continued while Shital Sanghavi was an employee of TEOCO.

57. The Sanghavi Conspiracy and TEOCO's resultant injury continues today.

58. Upon information and belief, it was the agreed intent of the conspirators that Razorsight be given access to and copies of TEOCO Proprietary Information, including but not limited to copyrighted works and trade secrets in violation of the Sanghavis' contractual and common law obligations to TEOCO.

59. Upon information and belief, the purpose of the Sanghavi Conspiracy was to allow Razorsight to obtain the value of TEOCO Proprietary Information without incurring the cost and delay of lawfully developing the same or the cost of purchasing the legal right to use such Proprietary Information, and for the purpose of willfully and maliciously injuring TEOCO.

60. Upon information and belief, the Proprietary Information that the Sanghavis or one of them impermissibly provided to Razorsight in furtherance of the conspiracy includes, but is not limited to, confidential information concerning TEOCO's customers and potential customers, business plans, operational and software development methodology, non-copyrighted software, and the manner and use of TEOCO's copyrighted works and non-copyrighted software and methodologies to service its clients. This Proprietary Information was obtained and/or provided to Razorsight while either or both Sundeep and Shital Sanghavi were employed by TEOCO. Further, Shital Sanghavi continued to obtain additional TEOCO Proprietary Information after she left TEOCO.

61. While employed at TEOCO, Defendant Shital Sanghavi attended TEOCO employee team meetings (“Team Meetings”) where TEOCO Proprietary Information was shared with TEOCO employees. In particular, several meetings that were held in the months leading up to Defendant Shital Sanghavi’s departure from TEOCO (April 4, 2002, June 6, 2002, July 10, 2002, August 1, 2002 and September 5, 2002) disclosed, among other things, TEOCO Proprietary Information, including TEOCO customer information, such as revenue derived from specific customers, prospective customers, prospective revenue from customers, as well as TEOCO financial information, such as operating income, revenues, costs, income statements, financial forecasts, targets, plans, goals, and stock prices.

62. Upon information and belief, while still employed by TEOCO Defendant Shital Sanghavi disclosed the Proprietary Information that she learned during these, and other, TEOCO Team Meetings to Razorsight.

63. Upon information and belief, Defendants have improperly used the Proprietary Information from those TEOCO Team Meetings, in order to benefit themselves and harm TEOCO in its reputation, trade, business, and profession.

64. Upon information and belief, Razorsight knew and knows that the Proprietary Information from those TEOCO Team Meetings is proprietary information of TEOCO.

65. While employed by TEOCO, Defendant Shital Sanghavi intentionally accessed a protected TEOCO computer and the TEOCO server, using an employee password, and exceeded her authority by making at least one unauthorized copy of the STIGMA object code. When Defendant Shital Sanghavi left the employment of TEOCO, she took a copy of the STIGMA object code with her.

66. Defendant Shital Sanghavi, having made an unauthorized copy of the STIGMA object code, impermissibly distributed that object code to Razorsight.

67. Upon information and belief, Defendants Sundeep Sanghavi and Razorsight conspired with Defendant Shital Sanghavi to have her unlawfully copy and distribute the proprietary STIGMA object code in order to benefit themselves and harm TEOCO in its reputation, trade, business, and profession.

68. Razorsight unlawfully was, and still is, in possession of the STIGMA object code, and Defendants have impermissibly used the STIGMA object code in the conduct of their business.

69. Defendant Razorsight has made multiple unauthorized copies of the STIGMA object code and impermissibly distributed it to Razorsight employees who use it in quality assurance in performing their services for clients and in conjunction with the development of software.

70. Defendants and Razorsight employees know that the STIGMA object code is Proprietary Information of TEOCO.

71. When Defendant Shital Sanghavi left the employment of TEOCO, she also took a copy of the source code for DataLoader, which includes the EDI 811 Loader and the CABS Loader.

72. Defendant Shital Sanghavi, having impermissibly made or obtained copies of the BillTrak Pro™ DataLoader source code, then impermissibly distributed it to Razorsight and used it in conjunction with her work as an employee of Razorsight.

73. Upon information and belief, Defendant Sundeep Sanghavi impermissibly kept at least some portion of the BillTrak Pro™ DataLoader, in violation of his agreements with

TEOCO and in violation of his duty of loyalty to TEOCO, and has unlawfully displayed and distributed at least some of this Proprietary Information to Razorsight and to its employees, for commercial advantage and private financial gain, and for the purpose of willfully and maliciously injuring TEOCO in its reputation, trade, business, and profession.

74. Razorsight unlawfully was, and still is, in possession of BillTrak Pro™ DataLoader source code, and has impermissibly used the BillTrak Pro™ DataLoader source code in the conduct of its business.

75. Defendant Razorsight has made at least one copy of the BillTrak Pro™ DataLoader source code and impermissibly distributed it to at least one Razorsight employee for use in the development of software.

76. Defendant Shital Sanghavi and other employees at Razorsight impermissibly relied upon BillTrak Pro™ DataLoader source code to develop Online BillViewer for Verizon Communications Inc. and also Razorsight's AIM Capture software and services.

77. Defendant Razorsight used TEOCO's BillTrak Pro™ DataLoader source code in order to provide a demonstration of a Proof of Concept to Verizon Communications Inc. in June 2003.

78. In order to enable Razorsight to provide certain audit services to AT&T Inc. in 2004, Defendant Shital Sanghavi and other employees at Razorsight also impermissibly relied upon BillTrak Pro™ DataLoader source code to develop a data loader for use by Razorsight in the loading of invoices for purposes of auditing them.

79. Upon information and belief, Defendants Sundeep Sanghavi, Shital Sanghavi and Defendant Razorsight and its employees knew and know that the BillTrak Pro™ DataLoader is Proprietary Information of TEOCO.

80. Defendants Sundeep Sanghavi and Shital Sanghavi possessed, by virtue of their employment by and association with TEOCO, additional proprietary TEOCO information, including and the BillTrak Pro™ Manuals, underlying software data organization and structure, and the BillTrak Pro™ Data Model.

81. Upon information and belief, both Defendants Sundeep Sanghavi and Shital Sanghavi impermissibly kept at least some portion of the BillTrak Pro™ Manuals, underlying software data organization and structure, and the BillTrak Pro™ Data Model, in violation of their agreements with TEOCO and in violation of their duty of loyalty to TEOCO, and have unlawfully displayed and distributed at least some of this Proprietary Information to each other, to Razorsight and to its employees, for commercial advantage and private financial gain.

82. Upon information and belief, Defendants Razorsight, Sundeep Sanghavi and Shital Sanghavi impermissibly appropriated, copied, relied upon to build software, and distributed the BillTrak Pro™ Manuals, and the BillTrak Pro™ Data Model.

83. Upon information and belief, Defendant Sundeep Sanghavi impermissibly maintained copies of the BillTrak Pro™ Manuals, made unauthorized copies of the Manuals, and unlawfully distributed the Manuals to Razorsight employees with the instruction that they should copy and use the Manuals to develop Razorsight's AIM software and other software.

84. Upon information and belief, Defendant Razorsight and its employees have made unauthorized copies of the BillTrak Pro™ Manuals, further distributed the Manuals, and unlawfully copied and used the Manuals to develop Razorsight's AIM software, ADRAP and other software.

85. Upon information and belief, Defendant Razorsight and its employees knew and know that the information in the BillTrak Pro™ Manuals is the Proprietary Information of TEOCO.

86. Upon information and belief, the Defendants conspired to unlawfully copy and distribute the BillTrak Pro™ Manuals in order to benefit themselves and harm TEOCO in its reputation, trade, business, and profession.

87. Upon information and belief, Razorsight unlawfully was, and still is, in possession of the BillTrak Pro™ Data Model, and Defendants have impermissibly used the Data Model in the conduct of their business.

88. Upon information and belief, Defendants have made multiple unauthorized copies of the BillTrak Pro™ Data Model and impermissibly distributed it to Razorsight employees in the United States and in India for copying and use in the development of software.

89. Upon information and belief, Razorsight and its employees knew and know that the BillTrak Pro™ Data Model is Proprietary Information of TEOCO.

90. Upon information and belief, Defendants conspired to unlawfully copy and distribute the BillTrak Pro™ Data Model in order to benefit themselves and harm TEOCO in its reputation, trade, business, and profession.

91. While an employee at Razorsight, Shital Sanghavi also obtained a copy of TEOCO's BillTrak Pro™ Data Model Scripts.

92. Upon information and belief, Shital Sanghavi used TEOCO's BillTrak Pro™ Data Model Scripts as part of her efforts at Razorsight to develop software for Razorsight.

93. Razorsight unlawfully was, and still is, in possession of the BillTrak Pro™ Data Model Scripts, and has impermissibly used the BillTrak Pro™ Data Model Scripts in the conduct of its business.

94. While an employee at Razorsight, Shital Sanghavi also obtained a copy of TEOCO's BillTrak Pro™ Sequences Procedure.

95. Upon information and belief, Shital Sanghavi used TEOCO's BillTrak Pro™ Sequences Procedure as part of her efforts at Razorsight to develop software for Razorsight.

96. Razorsight unlawfully was, and still is, in possession of the BillTrak Pro™ Sequences Procedure, and has impermissibly used the BillTrak Pro™ Sequences Procedure in the conduct of its business.

97. Upon information and belief, Shital Sanghavi also received and relied upon as part of her work at Razorsight TEOCO's Database Coding Standard and Java Coding Standard.

98. Upon information and belief, both Defendants Sundeep Sanghavi and Shital Sanghavi impermissibly kept additional Proprietary Information upon leaving TEOCO's employ or association, in violation of their agreements with TEOCO and in violation of their duty of loyalty to TEOCO, and have unlawfully displayed and distributed at least some Proprietary Information to each other, to Razorsight and to its employees, for commercial advantage and private financial gain, and for the purpose of willfully and maliciously injuring TEOCO.

99. The above-described wrongful actions of the Sanghavis were undertaken in violation of their contractual and common law obligations to TEOCO.

100. The above-described wrongful actions of the Defendant Razorsight were undertaken in violation of its contractual obligations to TEOCO.

101. Upon information and belief, Defendants intentionally engaged in the above described conduct to unfairly compete with TEOCO, for their own commercial advantage and private financial gain, and for the purpose of willfully and maliciously injuring TEOCO in its reputation, trade, business, and profession, resulting in economic damage to TEOCO, and irreparable harm to TEOCO.

COUNT I

**Copyright Infringement of TEOCO's
STIGMA Software**

102. TEOCO incorporates the prior paragraphs by reference.

103. STIGMA is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the work and has filed its copyright registration in the work with the Copyright Office in accordance with its rules and regulations.

104. TEOCO owns all rights, title and interest in the copyright of STIGMA.

105. Defendants have infringed and are infringing the copyrights of STIGMA by unlawfully reproducing and distributing identical copies of STIGMA to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

106. Defendants have infringed and are infringing the copyrights of STIGMA in conjunction with their business, including the use of STIGMA to review invoice files generated by their invoice service, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

107. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyright, and in conscious disregard for TEOCO's exclusive rights in the protected work.

108. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

109. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

110. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT II

Copyright Infringement of TEOCO's BillTrak Pro™ Manuals

111. TEOCO incorporates the prior paragraphs by reference.

112. The BillTrak Pro™ Manuals are original copyrightable works. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the works and has filed its copyright registrations in the works with the Copyright Office in accordance with its rules and regulations.

113. TEOCO owns all rights, title and interest in the copyrights of the BillTrak Pro™ Manuals.

114. Upon information and belief, all Defendants have infringed and are infringing the copyrights of the BillTrak Pro™ Manuals by unlawfully reproducing and distributing identical copies of the BillTrak Pro™ Manuals to Razorsight's employees, creating derivative works that infringe upon the BillTrak Pro™ Manuals, and publicly marketing, licensing, selling and using

to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

115. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyrights, and in conscious disregard for TEOCO's exclusive rights in the protected works.

116. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

117. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

118. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT III

Copyright Infringement of TEOCO's BillTrak Pro™ Data Model

119. TEOCO incorporates the prior paragraphs by reference.

120. The BillTrak Pro™ Data Model is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the work and has filed its copyright registrations in the work with the Copyright Office in accordance with its rules and regulations.

121. TEOCO owns all rights, title and interest in the copyright of the BillTrak Pro™ Data Model.

122. Upon information and belief, all Defendants have infringed and are infringing the copyrights of the BillTrak Pro™ Data Model by unlawfully reproducing and distributing identical copies of the BillTrak Pro™ Data Model to Razorsight's employees, creating derivative works that infringe upon the Data Model, and publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

123. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyright, and in conscious disregard for TEOCO's exclusive rights in the protected work.

124. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

125. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

126. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT IV

**Copyright Infringement of TEOCO's
BillTrak Pro™ Data Model Scripts**

127. TEOCO incorporates the prior paragraphs by reference.

128. TEOCO's BillTrak Pro™ Data Model Scripts are original copyrightable works. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the works and has filed its copyright registrations in the BillTrak Pro™ Data Model Scripts with the Copyright Office in accordance with its rules and regulations.

129. TEOCO owns all rights, title and interest in the copyright of the BillTrak Pro™ Data Model Scripts.

130. Defendants Shital Sanghavi and Razorsight have infringed and are infringing the copyrights of the BillTrak Pro™ Model Scripts by unlawfully reproducing and distributing identical copies of one or more of the BillTrak Pro™ Data Model Scripts, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

131. Upon information and belief, Defendant Sundeep Sanghavi has infringed and is infringing the copyrights of one or more of the BillTrak Pro™ Data Model Scripts by unlawfully reproducing and distributing identical copies of the BillTrak Pro™ Data Model Scripts to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

132. Defendant Razorsight has infringed and is infringing the copyrights of the BillTrak Pro™ Data Model Scripts by unlawfully using one or more of the BillTrak Pro™ Data Model Scripts in conjunction with the development of software, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

133. Upon information and belief, Defendants have infringed and are infringing the copyrights of one or more of the BillTrak Pro™ Data Model Scripts by unlawfully creating derivative works that infringe upon one or more of the copyrights of the BillTrak Pro™ Data Model Scripts, and publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

134. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyrights, and in conscious disregard for TEOCO's exclusive rights in the protected work.

135. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

136. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

137. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT V

Copyright Infringement of TEOCO's BillTrak Pro™ DataLoader

138. TEOCO incorporates the prior paragraphs by reference.

139. TEOCO's BillTrak Pro™ DataLoader is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the work and has filed its copyright registrations in the BillTrak Pro™ DataLoader, including the EDI 811 Loader module, the CABS Loader Module, and the SECAB Loader module, with the Copyright Office in accordance with its rules and regulations.

140. TEOCO owns all rights, title and interest in the copyright of the BillTrak Pro™ DataLoader.

141. Defendants Shital Sanghavi and Razorsight have infringed and are infringing the copyrights of the BillTrak Pro™ DataLoader by unlawfully reproducing and distributing identical copies of BillTrak Pro™ DataLoader in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

142. Upon information and belief, Defendant Sundeep Sanghavi has infringed and is infringing the copyrights of TEOCO's BillTrak Pro™ DataLoader by unlawfully reproducing and distributing identical copies of the BillTrak Pro™ DataLoader to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

143. Defendant Razorsight has infringed and is infringing the copyrights of TEOCO's BillTrak Pro™ DataLoader by unlawfully using the BillTrak Pro™ DataLoader in conjunction with the development of software, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

144. Upon information and belief, Defendants have infringed and are infringing the copyrights of TEOCO's BillTrak Pro™ DataLoader by using them in their invoice service, unlawfully creating derivative works that infringe upon the BillTrak Pro™ DataLoader, and

publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

145. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyrights, and in conscious disregard for TEOCO's exclusive rights in the protected work.

146. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

147. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

148. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT VI

Copyright Infringement of TEOCO's BillTrak Pro™ Sequences Procedure

149. TEOCO incorporates the prior paragraphs by reference.

150. TEOCO's BillTrak Pro™ Sequences Procedure is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the work and has filed its copyright registrations in TEOCO's BillTrak Pro™ Sequences Procedure with the Copyright Office in accordance with its rules and regulations.

151. TEOCO owns all rights, title and interest in the copyright of the BillTrak Pro™ Sequences Procedure.

152. Defendants Shital Sanghavi and Razorsight have infringed and are infringing the copyrights of the BillTrak Pro™ Sequences Procedure by unlawfully reproducing and distributing identical copies of TEOCO's BillTrak Pro™ Sequences Procedure, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

153. Upon information and belief, Defendant Sundeep Sanghavi has infringed and is infringing the copyrights of TEOCO's BillTrak Pro™ Sequences Procedure by unlawfully reproducing and distributing identical copies of the BillTrak Pro™ Sequences Procedure to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

154. Defendant Razorsight has infringed and is infringing the copyrights of TEOCO's BillTrak Pro™ Sequences Procedure by unlawfully using the BillTrak Pro™ Sequences Procedure in conjunction with the development of software, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

155. Upon information and belief, Defendants have infringed and are infringing the copyrights of TEOCO's BillTrak Pro™ Sequences Procedure by unlawfully creating derivative works that infringe upon the BillTrak Pro™ Sequences Procedure, and publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

156. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyright, and in conscious disregard for TEOCO's exclusive rights in the protected work.

157. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

158. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

159. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT VII

Copyright Infringement of TEOCO's Java Coding Standard

160. TEOCO incorporates the prior paragraphs by reference.

161. TEOCO's Java Coding Standard is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. §101, et seq. and secured the exclusive rights in the work and has filed its copyright registrations in TEOCO's Java Coding Standard with the Copyright Office in accordance with its rules and regulations.

162. TEOCO owns all rights, title and interest in the copyright of the Java Coding Standard.

163. Defendants Shital Sanghavi and Razorsight have infringed and are infringing the copyrights of the Java Coding Standard by unlawfully reproducing and distributing identical copies of the Java Coding Standard, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

164. Upon information and belief, Defendant Sundeep Sanghavi has infringed and is infringing the copyrights of TEOCO's Java Coding Standard by unlawfully reproducing and distributing identical copies of the Java Coding Standard to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

165. Defendant Razorsight has infringed and is infringing the copyrights of TEOCO's Java Coding Standard by unlawfully using the Java Coding Standard in conjunction with the development of software, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

166. Upon information and belief, Defendants have infringed and are infringing the copyrights of TEOCO's Java Coding Standard by unlawfully creating derivative works that infringe upon the Java Coding Standard, and publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

167. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyright, and in conscious disregard for TEOCO's exclusive rights in the protected work.

168. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

169. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

170. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and

irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT VIII

**Copyright Infringement of TEOCO's
Database Coding Standard**

171. TEOCO incorporates the prior paragraphs by reference.

172. TEOCO's Database Coding Standard is an original copyrightable work. TEOCO has complied in all respects with 17 U.S.C. § 101, et seq. and secured the exclusive rights in the work and has filed its copyright registrations in TEOCO's Database Coding Standard with the Copyright Office in accordance with its rules and regulations.

173. TEOCO owns all rights, title and interest in the copyright of the Database Coding Standard.

174. Defendants Shital Sanghavi and Razorsight have infringed and are infringing the copyrights of the Database Coding Standard by unlawfully reproducing and distributing identical copies of the Database Coding Standard, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

175. Upon information and belief, Defendant Sundeep Sanghavi has infringed and is infringing the copyrights of TEOCO's Database Coding Standard by unlawfully reproducing and distributing identical copies of the Database Coding Standard to Razorsight's employees, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

176. Defendant Razorsight has infringed and is infringing the copyrights of TEOCO's Database Coding Standard by unlawfully using the Database Coding Standard in conjunction

with the development of software, in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

177. Upon information and belief, Defendants have infringed and are infringing the copyrights of TEOCO's Database Coding Standard by unlawfully creating derivative works that infringe upon the Database Coding Standard, and publicly marketing, licensing, selling and using to provide services those infringing derivative works in violation of the United States Copyright Act, 17 U.S.C. §§ 106 et seq.

178. Defendants' infringements were and are willful, in bad faith, and executed with full knowledge of TEOCO's copyright, and in conscious disregard for TEOCO's exclusive rights in the protected work.

179. Defendants' infringements were and are willful and in bad faith disregard of the terms of the TEOCO employment and non-disclosure agreements entered into by Defendants Shital Sanghavi and Sundeep Sanghavi.

180. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants.

181. Defendants' deliberate infringement of TEOCO's copyrights has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and permanent injunction in accordance with 17 U.S.C. § 502.

COUNT IX

Violation of the Federal Computer Fraud and Abuse Act

182. TEOCO incorporates the prior paragraphs by reference.

183. Within the meaning of and in violation of 18 U.S.C. § 1030, Defendant Shital Sanghavi intentionally and maliciously accessed a protected TEOCO computer, and the TEOCO server, using an employee password, and exceeded her authorized access by engaging in the unauthorized copying and distribution of Proprietary Information, including trade secrets, rendering her access unauthorized. Defendant Shital Sanghavi thereby caused extensive damage to TEOCO and its employees.

184. Defendant Shital Sanghavi copied and distributed this Proprietary Information, including trade secrets, to Defendant Razorsight.

185. Upon information and belief, Defendant Shital Sanghavi copied and distributed this Proprietary Information, including trade secrets, to third parties and Defendant Sundeep Sanghavi.

186. Defendant's unauthorized access and disclosure of TEOCO's trade secrets and other Proprietary Information was willful, intentional, and executed with full knowledge of TEOCO's copyrights, trade secrets, and other Proprietary Information, and in conscious disregard for TEOCO's exclusive rights.

187. Defendant's unauthorized access to, and disclosure of, TEOCO's trade secrets and other Proprietary Information was in willful and bad faith disregard of the underlying terms of her Employment Agreement, Non-Disclosure/Assignment Agreement, Confidentiality and Intellectual Property Assignment Agreement, and Termination Certificate.

188. Defendant's deliberate and unauthorized access and disclosure of TEOCO's trade secrets caused damage to TEOCO's trade secrets, copyrights and other proprietary rights, and has resulted in substantial monetary damage to TEOCO, its officers and employees, far exceeding \$5000 in any, and each, one year period since Defendant Shital Sanghavi's actions.

189. TEOCO is entitled to recover compensatory damages in accordance with 18 U.S.C. § 1030(g).

190. Defendant's deliberate violation of 18 U.S.C. § 1030(g) has greatly and irreparably damaged TEOCO, and Defendant will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and final injunction in accordance with 18 U.S.C. § 1030(g).

COUNT X

Misappropriation of Trade Secret

191. TEOCO incorporates the prior paragraphs by reference.

192. Defendants Shital Sanghavi and Razorsight have engaged in multiple willful and malicious acts of misappropriation of TEOCO's trade secrets within the meaning of Va. Code § 59.1-336.

193. Upon information and belief, Defendant Sundeep Sanghavi has engaged in multiple willful and malicious acts of misappropriation of TEOCO's trade secrets within the meaning of Va. Code § 59.1-336.

194. Defendants Sundeep Sanghavi and Shital Sanghavi possess, by virtue of their employment by and association with TEOCO, information which derives substantial economic value from not being known to and not readily ascertainable by proper means by other persons who can obtain economic value from its use. This information includes, but is not limited to, STIGMA, the BillTrak Pro™ Data Model Scripts, the BillTrak Pro™ DataLoader, the BillTrak Pro™ Sequences Procedure, the Java Coding Standard and the Database Coding Standard.

195. This confidential information possessed by Defendants Sundeep Sanghavi and Shital Sanghavi has been the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including the use of written confidentiality and non-disclosure agreements; use of customer agreements that prohibit reproduction, distribution and reverse engineering; use of employee passwords; use of proprietary and confidentiality legends; requirements that employees return all TEOCO materials once they are no longer employed at TEOCO; and other policies designed to ensure the confidentiality of this information and its denial to competitors of TEOCO.

196. Defendants Sundeep Sanghavi and Shital Sanghavi, and through them Defendant Razorsight, possess information which constitutes one or more “trade secrets” of TEOCO within the meaning of Va. Code § 59.1-336.

197. Defendant Razorsight knows, or has reason to know, that the confidential information of TEOCO which is known to Defendants Sundeep Sanghavi and Shital Sanghavi is information derived from or through a person who owes a duty to TEOCO to maintain the secrecy of such information.

198. The disclosure to, or use by, Defendant Razorsight of confidential information of TEOCO known to Defendants Sundeep Sanghavi and Shital Sanghavi is disclosure or use through breach of a duty, or inducement of a breach of duty, to maintain secrecy, and constitutes “improper means” within the meaning of Va. Code § 59.1-336.

199. The disclosure to or use by Defendant Razorsight of confidential information of TEOCO known to Defendants Sundeep Sanghavi and Shital Sanghavi constitutes “misappropriation” within the meaning of Va. Code § 59.1-336.

200. Defendants Shital Sanghavi and Razorsight have violated, and threaten to further violate, the Virginia Trade Secrets Act by misappropriating TEOCO's trade secrets.

201. Upon information and belief, Defendant Sundeep Sanghavi has violated, and threatens to further violate, the Virginia Trade Secrets Act by misappropriating TEOCO's trade secrets.

202. As a direct and proximate result of Defendants' conduct, TEOCO has been injured and is threatened with further injury, as set forth above.

203. As a direct and proximate result of Defendants' conduct, TEOCO has been injured irreparably and is threatened with further irreparable injury.

204. Defendants' actions are willful and malicious.

205. TEOCO is entitled to recover Defendants' profits, TEOCO's actual damages, and punitive damages against Defendants, in accordance with Va. Code § 59.1-338.

206. Defendants' deliberate misappropriation of TEOCO's trade secrets has greatly and irreparably damaged TEOCO, and Defendants will continue to damage TEOCO greatly and irreparably unless enjoined by this Court. In the absence of injunctive relief, TEOCO will have no adequate remedy at law. Accordingly, TEOCO is entitled to a temporary and final injunction in accordance with Va. Code § 59.1-337.

COUNT XI

Breach of Contract - Employment Agreements

207. TEOCO incorporates the prior paragraphs by reference.

208. Defendant Shital Sanghavi has willfully breached her written and binding covenants with TEOCO by, for example, using TEOCO's Proprietary Information in connection with matters outside her work for TEOCO, copying and distributing TEOCO's Proprietary

Information to third parties and thus breaching the duty of confidentiality, and failing to return all materials reflecting the Proprietary Information.

209. Upon information and belief, Defendant Sundeep Sanghavi has willfully breached his written and binding covenants with TEOCO by, for example, using TEOCO's Proprietary Information in connection with matters outside his work for TEOCO, copying and distributing TEOCO's Proprietary Information to third parties and thus breaching the duty of confidentiality, and failing to return all materials reflecting the Proprietary Information.

210. These covenants are no more broad than necessary to serve the legitimate interests of TEOCO, and are valid and enforceable by injunction and otherwise.

211. As a direct and proximate result of Defendants' conduct, TEOCO has been injured and is threatened with further injury, as set forth above.

212. As a direct and proximate result of Defendants' conduct, TEOCO has been injured irreparably and is threatened with further irreparable injury.

213. In executing the Non-Disclosure Agreement incorporated into the Employment Agreement, Defendant Sundeep Sanghavi acknowledged and agreed that "because any use or disclosure of [Plaintiff's] Proprietary Information other than for [Plaintiff's] benefit and without the [Plaintiff's] prior written consent could cause irreparable injury to the [Plaintiff], the [Plaintiff] in addition to any other remedies available, will be entitled to obtain an injunction to enforce the provisions of this Agreement."

214. In executing the Non-Disclosure Agreement incorporated into the Employment Agreement of March 15, 2000, Defendant Shital Sanghavi acknowledged and agreed that "because any use or disclosure of [Plaintiff's] Proprietary Information other than for [Plaintiff's] benefit and without the [Plaintiff's] prior written consent could cause irreparable injury to the

[Plaintiff], the [Plaintiff] in addition to any other remedies available, will be entitled to obtain an injunction to enforce the provisions of this Agreement.”

215. In executing the Employment Agreement of September 10, 2001, Defendant Shital Sanghavi acknowledged and agreed that she would be personally liable to TEOCO for any direct and indirect damages suffered by TEOCO, including attorneys’ fees incurred in enforcing the agreement or seeking redress for breach of the agreement, and that TEOCO shall be entitled to obtain injunctive relief for any such breach.

216. TEOCO is entitled to recover actual and compensatory damages and injunctive relief.

COUNT XII

Breach of Contract - Marketing Representative Agreement

217. TEOCO incorporates the prior paragraphs by reference.

218. Upon information and belief, Defendants Razorsight and Sundeep Sanghavi have breached their written and binding covenants with TEOCO by, for example, using TEOCO’s Proprietary Information in connection with matters outside his work for TEOCO, copying and distributing TEOCO’s Proprietary Information to third parties and thus breaching the duty of confidentiality, and competing with TEOCO by, among other things, developing competitive software and offering competitive services to TEOCO customers.

219. These covenants are no more broad than necessary to serve the legitimate interests of TEOCO, and are valid and enforceable, by injunction and otherwise.

220. As a direct and proximate result of Defendants’ conduct, TEOCO has been injured and is threatened with further injury, as set forth above.

221. As a direct and proximate result of Defendants' conduct, TEOCO has been injured irreparably and is threatened with further irreparable injury.

222. In executing the Marketing Representative Agreement, Defendants Razorsight and Sundeep Sanghavi acknowledged and agreed that "the restrictions contained in this Agreement are reasonable and necessary to protect TEOCO's legitimate interests," that "remedies at law may be inadequate and any violation of these restrictions will cause irreparable damage to TEOCO," and that "TEOCO will be entitled to injunctive relief against each violation."

223. TEOCO is entitled to recover actual and compensatory damages and injunctive relief.

COUNT XIII

Breach of the Duty of Loyalty

224. TEOCO incorporates the prior paragraphs by reference.

225. As employees of TEOCO, Defendants Sundeep Sanghavi and Shital Sanghavi owed TEOCO a fiduciary duty, including a duty of loyalty, of good faith, and of fair dealing, in all matters touching upon their employment or the conduct of the business of TEOCO.

226. Defendant Shital Sanghavi, breached this fiduciary duty owed to TEOCO by, *inter alia*, misappropriating trade secrets and misusing confidential and copyrighted information of TEOCO.

227. Upon information and belief, Defendant Sundeep Sanghavi, breached this fiduciary duty owed to TEOCO by, *inter alia*, misappropriating trade secrets and misusing confidential and copyrighted information of TEOCO.

228. This conduct was undertaken by Defendants willfully, with spite and malice, and with a reckless disregard for the rights of TEOCO.

229. As a direct and proximate result of Defendants' conduct, TEOCO has been injured and is threatened with further injury, as set forth above.

230. As a direct and proximate result of Defendants' conduct, TEOCO has been injured irreparably and is threatened with further irreparable injury.

231. TEOCO is entitled to recover actual and compensatory damages, and injunctive relief.

COUNT XIV

Violation of the Virginia Business Conspiracy Act

232. TEOCO incorporates the prior paragraphs by reference.

233. Upon information and belief, Sundeep and Shital Sanghavi agreed and conspired against TEOCO to violate their contractual and common law duties to TEOCO, to misappropriate TEOCO Proprietary Information, and to injure TEOCO through unfair and illicit competition.

234. Defendant Razorsight agreed to participate as a co-conspirator and intentionally received the misappropriated Proprietary Information and has benefitted and continues to benefit from unfair and illicit competition with TEOCO.

235. It was the agreed intent of the conspirators that Razorsight be given access to and copies of TEOCO Proprietary Information, including but not limited to copyrighted works and trade secrets in violation of the Sanghavis' contractual and common law obligations to TEOCO and that Razorsight to obtain the value of TEOCO Proprietary Information without incurring the

cost and delay of lawfully developing the same or the cost of purchasing the legal right to use such Proprietary Information.

236. Defendants willfully and maliciously injured TEOCO through the Sanghavi Conspiracy.

237. TEOCO has been injured in its trade and business by reason of the acts of Defendants set forth above.

238. TEOCO is entitled to recover three times its actual and compensatory damages, including lost profits, as well as the costs of suit, including reasonable attorneys' fees, pursuant to VA Code Ann. §§ 18.2-500.

PRAYER FOR RELIEF

Wherefore, TEOCO prays for judgment and seeks relief against each of the Defendants as follows:

1. Judgment in favor of TEOCO against Defendants on Counts I through XIV;
2. An Order that preliminarily restrains and a Final Order that permanently enjoins Defendants from reproducing and/or publicly displaying TEOCO's copyrighted works, trade secrets, and other Proprietary Information;
3. An Order that preliminarily enjoins and a Final Order that permanently enjoins Defendants from marketing, distributing or licensing its products or services that reproduce and/or publicly display TEOCO's copyrighted works, trade secrets, and other Proprietary Information;
4. An Order that preliminarily enjoins and a Final Order that permanently enjoins Defendants from marketing, distributing or licensing its products or services that were developed using TEOCO's copyrighted works, trade secrets, and other Proprietary Information;

5. An Order that requires Defendants to delete all copyrighted works, trade secrets, and other Proprietary Information owned by TEOCO from their computers or web servers;

6. An Order that requires Defendants to recover all infringing copies of its products that were developed using TEOCO's copyrighted works, trade secrets, and other Proprietary Information from third parties to whom it has distributed these products.

7. An Order that requires Defendants to recover all of TEOCO's copyrighted works, trade secrets, and other Proprietary Information from third parties to whom it has distributed these materials.

8. An Order that requires Defendants to pay to TEOCO actual, compensatory and punitive damages;

9. An Order that requires Defendants to pay to TEOCO trebled damages pursuant to VA Code Ann. §§ 18.2-500;

10. An Order that requires Defendants to file with this Court within 30 days after the entry of final judgment a written statement, under oath, setting forth in detail the manner in which they have complied with the Order;

11. An Order that Defendants pay TEOCO for the costs of this action and its reasonable attorneys' fees;

12. An Order granting TEOCO such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. Rule 38(b), TEOCO respectfully requests a trial by jury on all claims so triable.

Respectfully submitted,

Dated: February __, 2008

By: _____ /s/

Michael W. Robinson
Virginia Bar. No. 26522
William D. Dolan, III
Virginia Bar No. 12455
VENABLE LLP
8010 Towers Crescent Drive,
Suite 300
Vienna, VA 22182
703-760-1600 (phone)
703-821-8949 (fax)
mwrobinson@venable.com
wddolan@venable.com

Julie A. Petruzzelli
VENABLE LLP
575 7th Street, NW
Washington, DC 20004-1601
202-344-8538 (phone)
202-344-8300 (fax)
japetruzzelli@venable.com

*Counsel for Plaintiff TEOCO Corp. and
Counterclaim Defendant Atul Jain*

