

To begin, I would decide which meritorious claims to bring in accordance with Federal Rule of Civil Procedure 11. According to this rule, I have to make a good faith investigation into the actions and by signing the pleadings I have ensured that 1) they are based on good law, 2) based on reversing good law, and 3) not brought to waste the courts time or be frivolous.

First, I would determine whether to bring causes of action against Masaguti, Stone and Dean for violating the contractual non-compete agreements. In order for those to be enforceable, they must be reasonable in 1) scope of business, 2) Area (geograph) and 3) Duration that they limit to former employees. Although they are reasonable on the part of First Year Success to limit an ex-employee's ability to act within a year in the same business, it may be overbroad and unenforceable to compel these clauses to be enforced. I therefore, would not bring causes of action against Dean and Stone for violation of non-compete or non-disclosure of proprietary information.

When However, I would bring a cause of action against Peters, who as one of the founders of First Year Success has started a new competing company called Law School U. To begin, I would draft a complaint in accordance with Fed. R. Civ. Pro. 8 and state clear and concise statements of fact that warrant relief for my client. In order to avoid dismissal, I would add all indispensable parties pursuant to Rule 19 so that the action does not get dismissed. Next, I would, in accordance with Fed. R. Civ. Pro. 4, serve a copy of the complaint along with the summons on all defendants through a sheriff or

a notice/pleading system. I would be careful and make sure that I plead all damages both equitable and monetary so that, if the case were to proceed, I would not be precluded to do so by either res judicata (claim preclusion) or collateral estoppel (issue preclusion).

I would bring an injunction against Peters and Langschool U. Corp because this necessitates an equitable remedy. In order to get an injunction I must prove that: 1) my client has no adequate remedy at law, 2) likelihood of success on the merits, 3) immediate, irreparable harm, 4) public policy issues are at stake and the balance of the harms lean towards granting an injunction. Firstyear success has no adequate remedy at law because money damages will not make them whole as the amount of damages by starting this competitive corp company cannot be reasonably calculated, but revenues have recently declined. Likely that my client will prevail as to enjoining the company since, with more discovery, it is likely that Langschool U took off running as a result of Firstyear's proprietary information.

There is immediate irreparable harm because First year is losing revenues from its study services daily. Additionally, public policy is against stealing of proprietary information and using it for deceptive gain. Similarly, Firstyear bears a severely greater burden for loss of proprietary information and employee since they are an already established business.

In getting an injunction, I would first move for a Temporary Restraining Order ex parte. This is the earliest stage to get an injunction and I do not have to give notice

During ex parte injunction, I would also move for an ex parte impound of the proprietary information because exigent circumstances exist that place the future of First year on the line.

give formal notice; however, I do have to make a sufficient attempt. In moving for an injunction, I would have to support the motion with a verified complaint or affidavit. Since TRO is only last for 10 days or until an evidentiary hearing, I would move for a preliminary injunction. Courts are willing to preserve the status quo - or leave parties in the last contested position they were in prior to suit - through a preliminary injunction. During the preliminary injunction stage, opposing counsel and I will have to present evidence at an evidentiary hearing. This is where evidence is presented under oath when either the credibility of witnesses is in dispute, or there are evidentiary issues in ~~sharp~~ ^{SHARP} dispute. Here, the dispute would be over the proprietary information. This injunction will probably be upheld, but afterwards I may move for a permanent injunction to enjoin LandSchoolU forever, or until circumstances change, from using First year's proprietary information and employees from them. In moving for an injunction, I could either request a prohibitory or mandatory injunction. Here, it would be a prohibitory injunction to prohibit LandSchoolU from using my clients information. The parties would have to request the evidentiary hearing ~~during~~ for preliminary injunction because they are not presumed or indispensable.

When I move for an injunction, counsel for LandSchoolU may request that I give a security bond. The bond is to protect LandSchoolU in the situation that the injunction is independently given and needed for compensation. The

Fed R. Civ Pro 65 states that a bond is necessary, some jurisdictions have found that the court has such broad latitude and discretion that they can determine a bond is unnecessary.

For this case, I would bring it to Massachusetts State Court. I would do so because MA has subject matter jurisdiction over the controversy in this proprietary case. Most likely, the claims in this case will bypass \$75,000 because this company, First Year, has had a drastic crash in its revenues. Additionally, there is complete diversity as the Plaintiff, First Year, ^{MA} has complete diversity as a MA corporation, with Peters and Law School U, which live and are based in NH. In serving these defendants, I would check with a long arm statute to personally serve them. Personal jurisdiction has established over defendants because they all have sufficient minimum contacts with First Year by working in MA. Venue is established because it is a ~~convenient~~ convenient place to bring suit. If the statute governing the case gave concurrent jurisdiction to both state and federal courts the defendant could, through removal jurisdiction, remove the case to federal court since diversity exists and none of them are from MA.

Don't forget to check the statute to see if it allows for removal

The students who ~~would~~ say that the website for dating is a scam could bring a class action suit ~~for~~ against my client under 93A, the Consumer Protection statute for unfair and deceptive practices. To bring a class action, they all must have been injured by the common law or fact and be too numerous for joinder. To be certified as a class, they must

Adequacy of representation by named plaintiff. Once certified, all settlements have to be accepted by the court because ~~some~~ people may not have adequate representation.

These individuals and the two that got raped may all sue. However, I would bring in the insurance company to cover our liability under 176D Unfair Claims Settlement Practices Act. It created a duty of insurance company to defend employees under insured ~~outside~~ insurance policy. In order to do this, the acts must be done under & fulfill the Wang Test: 1) employees actions of scope of employment 2) in time and space of employment, and 3) to advance motive of employee. Since this criminal activity is that of ~~outside~~ individuals, I would file a ~~criminal~~ ^{joint} claim against the rapists and bring them into indemnity ~~myself~~ ^{myself} ~~comp~~ of liability.

As to the arbitration agreements, although they were part of an admission contract, they are enforceable if reasonable and no signs of coercion, or duress or fraud. Since the students could have rejected the contract, I would try to enforce the agreement. Although they have to travel, we are on the internet and readily available all over the web in US.

I would also file for 93(A) damages against Lanschool U for First year because Lanschool U acted with raciality.