

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

THE NATIONAL REGISTRY OF
EMERGENCY MEDICAL
TECHNICIANS,

Plaintiff,

v.

TROY DULANEY, JACOB SUTTON, AND
ADAM BURK,

Defendants.

Case No. 1:23-CV-840

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

For its Complaint for Injunctive Relief and Damages (“Complaint”) against Defendants, Troy Dulaney (“Dulaney”), Jacob Sutton (“Sutton”), and Adam Burk (“Burk”) (Dulaney, Sutton, and Burk are collectively referred to as “Defendants” and each individually as a “Defendant”), Plaintiff, The National Registry of Emergency Medical Technicians (“NREMT”), states as follows:

NATURE OF THE ACTION

1. NREMT brings this action to stop a years-long scheme, that was only recently discovered by NREMT, of cheating on NREMT’s examinations that was facilitated by defendant Dulaney. Dulaney, a current or former Captain in the Muncie Fire Department, revealed confidential and proprietary materials from NREMT’s examinations to individuals *before* they took the examination, thereby giving them an improper advantage on the test and endangering the public whom these prospective emergency medical technicians were to serve.

2. Part and parcel of this scheme was Dulaney’s utilization of other persons, including defendants Sutton and Burk, who memorized questions on NREMT examinations they took and

then disclosed those questions to Dulaney, knowing that Dulaney intended to share those questions with other prospective test-takers.

3. Each of Dulaney, Sutton and Burk owed (and continue to owe) contractual and other duties to NREMT to refrain from the use or disclosure of NREMT examination items in these ways. NREMT's examination items are also copyrighted and constitute trade secrets under applicable state and federal law.

4. By this action, NREMT brings claims for (a) copyright infringement; (b) breach of contract; and (c) trade secret misappropriation. Pursuant to each of those claims, NREMT seeks temporary, preliminary, and permanent injunctive relief to stop Dulaney, Sutton and Burk, and all other persons and entities acting in concert with them, from further violating NREMT's rights in its confidential and proprietary examinations and engaging in additional wrongful conduct. NREMT also seeks damages for the losses it has sustained as a result of Defendants' wrongful conduct.

PARTIES, JURISDICTION AND VENUE

5. NREMT is an Ohio not-for-profit corporation with its principal place of business at 6610 Busch Boulevard, Columbus, Ohio.

6. Dulaney is an Indiana citizen residing in Yorktown, Indiana.

7. Sutton is an Indiana citizen residing in Muncie, Indiana.

8. Burk is an Indiana citizen residing in Muncie, Indiana.

9. Subject matter jurisdiction is proper under 28 U.S.C. § 1331 and 28 U.S.C. § 501(b) because this action includes claims arising under the laws of the United States (specifically, the Copyright Act and the Defend Trade Secrets Act).

10. Subject matter jurisdiction is also proper under 28 U.S.C. § 1332(a) because NREMT and Defendants are citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

11. This Court also has supplemental jurisdiction over the claims in the Complaint which arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a), because these state law claims are so related to the federal claim that they form part of the same case or controversy and derive from a common nucleus of operative facts.

12. Defendants are subject to personal jurisdiction in Indiana because each of the Defendants resides in Indiana and the alleged conduct at issue in this Complaint occurred in Indiana.

13. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b)(1)-(2) because all Defendants are residents of Indiana and reside in this Judicial District, and a substantial portion of the events complained of herein took place in this Judicial District and the State of Indiana.

BACKGROUND FACTS

NREMT's Operations and Examination Materials

14. NREMT is a private, independent, not-for-profit corporation which offers a voluntary program for certification and regulation for emergency medical technicians at the four recognized levels of pre-hospital care (*i.e.*, Emergency Medical Responder (EMR), Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT), and Paramedic). NREMT has established uniform requirements for certification relating to education, examination and continuing education.

15. In particular, NREMT prepares and conducts nationally administered examinations designed to evaluate the competency of emergency medical technicians. NREMT's examinations are used by fifty-three (53) states and territories, as well as the Department of Defense and other

federal agencies, as the exclusive examination for emergency medical technician licensure at one or more of the four nationally-recognized levels. Such examinations are a critical mechanism in protecting the public as they ensure that the public will be served by competent and highly-trained emergency medical technicians.

16. The questions on NREMT's examinations are copyrightable subject matter under the laws of the United States.

17. NREMT complied in all respects with the United States Copyright Act of 1976 and all other laws governing copyright by applying for copyright registration for its examination questions. NREMT copyright registrations covering its examination questions include (but are not limited to):

(a) U.S. Copyright Registration TXu001997644, titled *NREMT CERTS Pool – EMT, 1*, which was duly issued by the U.S. Copyright Office on March 8, 2016; and

(b) U.S. Copyright Registration TXu001997657, titled *NREMT CERTS Pool - EMT, 3*, which was duly issued by the U.S. Copyright Office on March 8, 2016.

18. NREMT's examinations currently contain, and have since their initial publications contained, explicit copyright notices.

19. NREMT's examinations also contain confidential, proprietary, and trade secret information that has been developed by NREMT over many years. That information includes, but is not limited to, information related to pre-hospital emergency care validated by field practitioners, educators, physician medical directors, and subject matter experts, presented in the form of examination questions designed to test the knowledge, skills, and abilities of prospective

EMS clinicians. The public depends on the competency of all EMRs, EMTs, AEMTs, and paramedics when they call 911 for assistance. The NREMT examinations safeguard the public through their measurement of competency and ability to ensure that only those who are competent are certified. Any compromise with the examination raises the risk that the public may be harmed.

20. That information is secret and not known to individuals before they sit for NREMT's examinations. Indeed, it is that secrecy that gives NREMT's confidential and trade secret information its value because prospective emergency medical technicians are required to study and train for the medical emergencies they may encounter in the line of duty, rather than merely memorizing specific questions on the test. NREMT's examination materials are the by-product of countless hours and expense by NREMT spanning more than 53 years.

21. NREMT has taken reasonable measure to maintain the secrecy and confidentiality of its confidential information and trade secrets. Those measure include the following:

- (a) implementing policies and other agreements that describe the confidential and trade secret nature of NREMT's examination information;
- (b) implementing policies and training for instructors, proctors, and prospective emergency medical personnel with an eye towards maintaining the confidentiality of NREMT's examination information;
- (c) disclosing NREMT's confidential information and trade secrets only to those persons who need to know it in order to perform their work or to facilitate the examinations;
- (d) controlling access to NREMT's facilities and examination materials;

- (e) maintaining NREMT's confidential information and trade secrets on password-protected computer systems with login procedures that restrict access to NREMT personnel on a strictly need-to-know basis;
- (f) storing digital copies of documents containing NREMT's confidential information and trade secrets on secure internal sites with controlled access (*e.g.*, SharePoint or Microsoft Teams sites);
- (g) investigating and taking prompt action whenever NREMT learns that someone is wrongly using NREMT's confidential information and/or trade secrets, in order to attempt to stop such use; and
- (h) obtaining the NREMT Registrations pursuant to the Copyright Office's procedure for registering secure tests, 37 CFR § 202.13, so as to maintain the examinations and questions that are the subject thereof as confidential.

NREMT's Policies and Agreements

22. The individuals who draft NREMT's test questions are bound by agreements pursuant to which they have agreed to (a) assign ownership to NREMT of the test questions in advance and (b) maintain the confidentiality of the test questions and the test generation process.

23. NREMT maintains a Code of Conduct by which all examination takers, teachers, trainers, and proctors are obligated to adhere "as a condition for certification and recertification."

(Exhibit A.)

24. The Code of Conduct provides that each individual must:

- (a) "Comply with all policies and rules of the National Registry;"
- (b) "Protect the security and integrity of the National Registry certification and examination process;" and

(c) “Not copy, reproduce, disclosure, disseminate or remove any examination related materials from the test site or attempt to do so.”

25. Moreover, NREMT maintains an Examinations Irregular Behavior policy, which prohibits “the unauthorized possession, disclosure, reproduction, dissemination or use of any examination content or materials or the solicitation of same.” It further provides that “all examination materials are the property of the NREMT.” (**Exhibit B.**)

26. Likewise, the NREMT Cognitive Exam Policy states that “candidates are not permitted to disclose or discuss with anyone, including instructors, information about the exam questions or answers seen in your examination” and “reconstructing exam items using your memory of your exam or the memory of others is prohibited.” (**Exhibit C.**)

27. Each Defendant also was bound by the NREMT Non-Disclosure Agreement (“NDA”), which is presented to NREMT examination takers before the examination begins. (**Exhibit D.**) Applicants are required to click “ACCEPT” in order to proceed to the test, and a test taker cannot take the test without having clicked “ACCEPT”, indicating the test takers assent to the terms and conditions of the NDA. The NDA provides that:

- (a) NREMT examinations are copyright protected;
- (b) applicants are prohibited from “disclosing or discussing any information about the exam with anyone, including instructors;”
- (c) applicants are prohibited from “reconstructing exam content using your memory or the memory of others;”
- (d) applicants are prohibited from “removing examination content or recorded information from the examination;” and

- (e) applicants are prohibited from “communicating with anyone but the proctor during the examination.”

28. NREMT also has policies governing disciplinary actions for violations of its rules. The NREMT Disciplinary Action Policy states that “NREMT may . . . deny any individual’s eligibility for initial certification or recertification, suspend or revoke an individual’s certification or take any other appropriate disciplinary action . . . in the case of . . . copying, reproducing, disclosing, disseminating or removing of examination-related materials from the test site, attempting to do same or solicit the same.” (**Exhibit E.**)

29. Further, NREMT’s Examinations Irregular Behavior Policy, which “specifies the situations which constitute irregular behavior during an examination [and] may lead to action against a certification,” prohibits “the unauthorized possession, disclosure, reproduction, dissemination or use of any examination content or materials or the solicitation of same.” (**Exhibit B.**)

Dulaney’s Misconduct

30. The Muncie Fire Department hires "recruits," which is the title assigned to individuals who have not yet completed their EMT training.

31. Recruits at the Muncie Fire Department are required to complete an EMT course, administered by the Muncie Fire Department, before sitting for the NREMT examination.

32. Dulaney is often involved in the education and training of recruits, including by serving as an instructor for the EMT course and otherwise preparing recruits to take NREMT examinations.

33. Unbeknownst to NREMT, over the course of many years, Dulaney has improperly obtained NREMT examination items at least by asking exam takers to memorize, and then recite, examination questions to Dulaney after the exam has been concluded.

34. After Dulaney obtained materials from NREMT's examinations in these improper and unlawful ways, he shared that information in various ways with prospective exam takers, including via text messages, phone calls, other recorded means, and/or in person.

35. For example, while teaching EMT training courses, Dulaney provided questions from past NREMT examinations with recruits at the Muncie Fire Department so that the recruits would be prepared to answer those questions when they sat for the NREMT examination.

36. On information and belief, Dulaney maintains a "bank" of hundreds of past NREMT examination questions that he impermissibly disseminates and shares with prospective exam takers.

NREMT's Discovery of Dulaney's Misconduct

37. On March 11, 2023, NREMT received an email from an anonymous whistleblower claiming to be an employee of the Muncie Fire Department.

38. That whistleblower reported having "evidence of cheating on National Registry exams within the Muncie Fire Department" that had been "taking place for several years and has been facilitated by Troy Dulaney."

39. Specifically, the whistleblower stated that "Dulaney has collected and reconstructed hundreds of National Registry test questions for both EMT and Advanced EMT classes . . . by forcing students to report their questions back to him out of memory." Dulaney then "[sent] test questions out to students through text message as well as allow[ed] students to read through hundreds of questions he keeps on his phone."

40. The whistleblower expressed "fear for the lives of the citizens of Muncie who expect the highest level of care from [the Muncie Fire Department]." Indeed, the whistleblower noted that one employee of the Muncie Fire Department had recently passed the NREMT

examination without ever attending a training class, but instead simply memorized hundreds of test questions provided to him or her by Dulaney.

41. In addition, the whistleblower's March 11, 2023 email attached a document describing Dulaney's misconduct in detail. Those accusations include:

- (a) Dulaney has forced his employees to cheat on NREMT examinations "through abuse of power and harassment;"
- (b) Dulaney targeted new recruits to take pictures of test questions or recreate test questions from their memories, and those recruits complied with Dulaney's demands out of fear of retaliation, harassment, and losing their jobs; and
- (c) Dulaney keeps a bank of NREMT examination questions on his personal cell phone and shares them with his EMT classes.

42. The whistleblower also shared text messages from Dulaney asking a student to "not tell anyone I shared with you" before disclosing NREMT examination questions to that student.

43. NREMT immediately initiated an investigation into these serious allegations and, on March 20, 2023, NREMT notified Chief Rob Mead of the Muncie Fire Department of the investigation. (**Exhibit F.**)

44. Once the Muncie Fire Department became aware of the investigation, the anonymous whistleblower advised NREMT that Dulaney "instructed numerous employees . . . and other students in the EMT and AEMT classes to remain silent and deny any of the wrongdoings taking place during these classes and exams."

45. In the course of its investigation, NREMT obtained information about a message from Dulaney dated February 16, 2023, which states:

Let's see who has the best recall. Get in those books and try to recall the questions and verify your answer. It's helpful if you send me the answer off the test.

Remember how the Registry likes synonyms. As I prepare future employees, they know what words to expect. Send me your text back individually.

46. Also during the course of its investigation, on March 31, 2023, NREMT obtained three documents labeled, respectively, “Questions-1,” “Questions-2,” and “MFD Report of Cheating”, from an anonymous whistleblower. Those documents contained dozens of questions improperly obtained from past NREMT exams that were provided to Muncie Fire Department employees or recruits.

47. NREMT has discovered The Muncie Fire Department EMT class (total of 8 students) had a 100% pass rate testing between February 15, 2023 and February 27, 2023, the period during which Dulaney was involved in preparing recruits for the exam. By contrast, the overall first attempt national pass rate for the EMT examination is 68% for all of 2022 and 56% in Indiana for all of 2022.

48. NREMT sent four (4) separate requests to interview Dulaney in the course of its investigation, both to Dulaney’s personal email address and to the Muncie Fire Department. NREMT never received a response from Dulaney or the Muncie Fire Department and was unable to interview Dulaney.

49. On April 26, 2023, NREMT sent, through its counsel, a letter to Dulaney advising him that he “was a central and predominant actor” responsible for the misuse of NREMT testing materials. (**Exhibit G.**) Specifically, NREMT advised Dulaney that:

the NREMT’s investigation has revealed that you have obtained confidential and proprietary NREMT examination items and made them available to various persons seeking their NREMT certifications in advance of their certification examinations. You have done so by harvesting examination items from persons who just completed their NREMT examinations, with such persons having been directed or encouraged by you to memorize examination questions so that they could be shared with you following the examination. You have then shared this unlawfully-obtained information in various ways, including via text messages and other recorded means, with prospective examination-takers.

50. On April 27, Dulaney responded to that letter. (**Exhibit H.**) Dulaney “den[ie]d the veracity of the allegations presented and do therefore disagree with the findings” set forth in NREMT’s letter, but “apologize[d] for even the semblance of wrongdoing.”

51. Dulaney further stated: “Please accept this letter as my written confirmation that the actions complained of and itemized in the aforementioned findings of the investigation, constituting wrongful conduct vis-à-vis the NREMT, shall not occur.” (*Id.*)

Sutton and Burk’s Misconduct

52. NREMT’s investigation discovered that Sutton and Burk each voluntarily participated in Dulaney’s scheme of misappropriating and improperly disclosing NREMT’s test materials to prospective EMTs in advance of their examinations.

53. Each of Sutton and Burk memorized or recalled material aspects of the NREMT examination while they were taking the examination and then relayed that information to Dulaney, with the knowledge and expectation that Dulaney would further disseminate that information to other prospective examination takers.

54. Further, on information and belief, each of Sutton and Burk received NREMT examination questions from Dulaney before their own examinations.

55. Burk took the NREMT examination on or about November 2, 2022, and Sutton took the NREMT examination on or about November 4, 2022. Both passed on their first attempt.

The Consequences of Defendants’ Actions

56. Because of the Defendants’ disclosure of questions on the NREMT examinations, NREMT must retire all of the compromised examination items (questions) and replace them with other items to ensure that each candidate for certification is fairly tested on their knowledge, skills, and abilities for safe and effective pre-hospital emergency care. The process of replacing the

compromised items is time-consuming and expensive. The process involves consulting experts in the field, including physicians, registered nurses, EMTs, Paramedics, EMS educators, and others.

57. NREMT must incur the added cost of more rigorous analysis of responses to those compromised examination questions, as well as the cost of investigating the possibility of evidence of wider dissemination of the compromised items. This necessitates the reassignment of over eight full-time staff members, to assess the impact, mask or retire compromised items, and re-publish examinations so that they do not contain known compromised items. This is very time consuming, expensive, and takes away over eight full-time staff from other mission critical duties to accomplish this necessary investigation.

58. NREMT must also incur the added cost to interview suspected individuals who either obtained, harvested, and/or shared items on the NREMT examinations. There were five full-time staff who had to take time away from their mission critical duties to interview and investigate those involved with this examination compromise. Once the initial interviews were complete, three full-time staff had to prepare summaries and impose actions against the EMS certifications of those involved, including nullification of examination results, as well as revocation of national EMS certification. These actions were both time-consuming and expensive.

59. NREMT has suffered damage to its reputation and goodwill because of the breach in security of its examination by Defendants.

Count I – Copyright Infringement
17 U.S.C. § 501, et seq.
(Against All Defendants)

60. NREMT incorporates and realleges paragraphs 1 through 59 as though fully set forth in this paragraph.

61. The examination questions which are the subject of the NREMT Copyright Registrations (the “Asserted NREMT Works”) are original works of authorship, embodying copyrightable subject matter that is subject to the full protection of 17 U.S.C. § 101 *et seq.*

62. NREMT owns a valid copyright registration for each of the Asserted NREMT Works, having duly registered the Asserted NREMT Works with the Register of Copyrights.

63. NREMT owns all right, title, and interest in and to the copyrights in the Asserted NREMT Works (both individually and as compilations) either by assignment or as works made-for-hire (of which NREMT is the originally author). In particular, NREMT has all right, title, and interest in and to NREMT Copyright Registrations which afford NREMT standing to assert these claims for copyright infringement.

64. As the owner of the NREMT Copyright Registrations, NREMT has exclusive rights to the Asserted NREMT Works under 17 U.S.C. § 106, including but not limited to the exclusive right to reproduce the copyright work, distribute copies of the copyright work to the public, and display the copyrighted work publicly.

65. Upon information and belief, Defendants have reproduced, distributed, and publicly displayed nearly verbatim copies of the Asserted NREMT Works (either in whole or in part), as set forth in the paragraphs above.

66. Defendants did not have NREMT’s authorization to reproduce, distribute, or publicly display any of the Asserted NREMT Works.

67. Defendants’ infringement was willful. Defendants acted with actual knowledge or reckless disregard for whether its conduct infringed NREMT’s copyright rights in the Asserted NREMT Works. Among other things, a copyright notice appears in association with the Asserted NREMT Works and the NDA signed by each of the Defendants.

68. NREMT has been damaged as a direct and proximate result of Defendants' infringement.

69. Defendants' conduct has caused, and continued infringing actions and conduct will continue to cause, irreparable injury to NREMT unless enjoined by the Court.

70. NREMT has no adequate remedy at law.

71. Pursuant to 17 U.S.C. § 502, NREMT is entitled to a permanent injunction prohibiting infringement of NREMT's exclusive rights under U.S. Copyright Laws.

72. As a result of the above-described conduct by Defendants, NREMT has been damaged in an amount to be proved at trial.

73. By reason of Defendants' copyright infringement, NREMT is entitled to recover its actual damages or Defendants' profits. In the alternative, at the election of NREMT, NREMT is entitled to recover from Defendants statutory damages for Defendants' willful copyright infringement.

WHEREFORE, NREMT respectfully requests that the Court enter an Order granting judgment in favor of NREMT and against Defendants on Count I and ordering the following relief:

(a) the issuance of temporary, preliminary and permanent injunctive relief enjoining Dulaney, Sutton and Burk, and every person and entity acting in concert with them, from directly or indirectly:

(i) infringing upon NREMT's copyrights in the Asserted NREMT Works by reproducing, prepare derivative works based upon, distributing copies of, performing, and/or displaying the Asserted NREMT Works (in whole or in part); and

(ii) using the Asserted NREMT Works for their own benefit and/or for the benefit of prospective NREMT examination takers in violation of NREMT's copyrights;

(b) the issuance of a mandatory injunction requiring Defendants to account for and return to NREMT any and all copies of the Asserted NREMT Works in their possession, custody, or control;

(c) the issuance of an order requiring that Defendants account for and pay over to NREMT the portion of their income reasonably attributable to the NREMT Asserted Work, whether by copyright infringement or otherwise, and to pay such damages to NREMT as to this Court shall appear just and proper within the provisions of the Copyright Act, or, in the alternative, at NREMT's election, statutory damages for infringement of each separate copyright as set forth in 17 U.S.C. § 504;

(d) an award of attorneys' fees pursuant to the Copyright Act, 17 U.S.C. §505 or as otherwise provided by law; and

(e) such other relief as the Court deems just and proper.

**Count II – Breach of Contract
(Against All Defendants)**

74. NREMT incorporates and realleges paragraphs 1 through 73 as though fully set forth in this paragraph.

75. Each Defendant agreed to be bound by NREMT's NDA.

76. On July 26, 2022, Dulaney accepted the terms of the NDA before taking his NREMT examination.

77. On November 2, 2022, Burk accepted the terms of the NDA before taking his NREMT examination.

78. On November 4, 2022, Sutton accepted the terms of the NDA before taking his NREMT examination.

79. The NDAs are valid and binding contracts between NREMT, on the one hand, and each Defendant, on the other hand.

80. The NDAs strictly prohibited the Defendants from, among other things, disclosing examination information to any other person and reconstructing the examination content from memory.

81. Each of the Defendants breached the NDA in the following when they disclosed the NREMT examination materials to each other and to prospective examination takers.

82. As a direct and proximate result of the Defendants' breaches of the NDAs, NREMT has suffered substantial, immediate and irreparable injury to its reputation, goodwill, the value of its Confidential Information and Trade Secrets, and the ongoing viability of its examination process, on which the public and all EMTs rely. NREMT has no adequate remedy at law for these breaches.

WHEREFORE, NREMT respectfully requests that the Court enter an Order granting judgment in favor of NREMT and against Defendants on Count II and ordering the following relief:

(f) the issuance of temporary, preliminary and permanent injunctive relief enjoining Dulaney, Sutton and Burk, and every person and entity acting in concert with them, from directly or indirectly:

(i) violating NREMT's NDA; and

(ii) using NREMT's Confidential Information and Trade Secrets for their own benefit and/or for the benefit of prospective NREMT examination takers in violation of the NDA;

(g) the issuance of a mandatory injunction requiring Defendants to account for and return to NREMT any and all NREMT property, including NREMT's Confidential Information and Trade Secrets, in their possession, custody, or control that was obtained or disseminated in violation of the NDA;

(h) the award of compensatory damages in an amount to be determined at trial; and

(i) such other relief as the Court deems just and proper.

Count III

Violation of the Indiana Uniform Trade Secrets Act, Ind. Code § 24-2-3-1, *et seq.* (Against All Defendants)

83. NREMT incorporates and realleges paragraphs 1 through 82 as though fully set forth in this paragraph.

84. NREMT's Confidential Information and Trade Secrets as described herein constitute "trade secrets" within the meaning of the Indiana Uniform Trade Secrets Act, IND. CODE

§ 24-2-3-2 *et seq.*, because NREMT derives independent economic value from this information, such information is not generally known nor readily ascertainable by proper means by others who could obtain economic value from its disclosure or use, and NREMT has exercised reasonable efforts to maintain the secrecy and confidentiality of such information.

85. Defendants have improperly used, disclosed and/or misappropriated NREMT's confidential information and trade secrets for their own benefit, the benefit of other members of the Muncie Fire Department, and/or to inflict harm on NREMT.

86. Defendants have been, or will be, unjustly enriched, and NREMT severely harmed, by their misappropriation and wrongful use and disclosure of NREMT's Confidential Information and Trade Secrets.

87. Defendants' improper actual and threatened future use, disclosure and misappropriation of NREMT's Confidential Information and Trade Secrets have been and are deliberate, willful and malicious.

88. Defendants' past, present and continuing improper threatened use, disclosure and/or misappropriation of NREMT's Confidential Information and Trade Secrets have directly and proximately caused NREMT substantial, immediate and irreparable injury to the value of its Confidential Information, Trade Secrets, and goodwill, all of which NREMT has expended significant time, money and effort to develop and secure, and for which NREMT has no adequate remedy at law.

WHEREFORE, NREMT respectfully requests that the Court enter an Order granting judgment in favor of NREMT and against Defendants on Count III and ordering the following relief:

(j) the issuance of temporary, preliminary and permanent injunctive relief enjoining Dulaney, Sutton and Burk, and every person and entity acting in concert with them, from directly or indirectly:

(i) obtaining NREMT's Trade Secrets; and

(ii) using NREMT's Confidential Information and Trade Secrets for their own benefit and/or for the benefit of prospective NREMT examination takers;

(k) the issuance of a mandatory injunction requiring Defendants to account for and return to NREMT any and all NREMT property, including NREMT's Confidential Information and Trade Secrets, in their possession, custody, or control;

(l) the award of compensatory damages in an amount to be determined at trial;

(m) exemplary and other damages pursuant to IND. CODE § 24-2-3-4;

(n) NREMT's costs and attorneys' fees pursuant to IND. CODE § 24-2-3-5; and

(o) such other relief as the Court deems just and proper.

COUNT IV
VIOLATION OF THE DEFEND TRADE SECRETS ACT, 18 U.S.C. § 1836(b)
(Against All Defendants)

89. NREMT incorporates its allegations in paragraphs 1 through 88 as if fully set forth in this Paragraph.

90. NREMT's Trade Secrets are proprietary and confidential to NREMT, and they constitute protectable trade secrets under the Defend Trade Secrets Act. *See* 18 U.S.C. § 1839(3).

91. NREMT's products and services (to which its Trade Secrets relate) are used in interstate commerce.

92. NREMT has taken reasonable efforts to protect and maintain the secrecy and confidentiality of its Trade Secrets.

93. NREMT's Trade Secrets are not generally known in the industry or to the general public, and their secrecy confers substantial economic advantage and benefit to NREMT.

94. Defendants, through improper means and without authorization, either directly or indirectly misappropriated, misused, and/or disclosed NREMT's Trade Secrets to and for the benefit of himself.

95. As a direct and proximate result of Defendants' deliberate, willful, and malicious misappropriation of NREMT's Trade Secrets, NREMT has sustained and will continue to sustain severe, immediate, and irreparable harm, damage, and injury to the value of its Trade Secrets, which NREMT has expended significant, time, effort, and money to secure.

WHEREFORE, NREMT respectfully requests that the Court enter an Order granting judgment in favor of NREMT and against Defendants on Count IV and ordering the following relief:

(p) the issuance of temporary, preliminary and permanent injunctive relief enjoining Dulaney, Sutton and Burk, and every person and entity acting in concert with them, from directly or indirectly:

(i) obtaining NREMT's Trade Secrets; and

(ii) using NREMT's Confidential Information and Trade Secrets for his own benefit and the benefit of prospective NREMT examination takers;

(q) the issuance of a mandatory injunction requiring Defendants to account for and return to NREMT any and all NREMT property, including NREMT's Confidential Information and Trade Secrets, in their possession, custody, or control;

(r) the award of compensatory damages in an amount to be determined at trial;

(s) exemplary and other damages pursuant to section 18 U.S.C. § 1836(b)(3)(C);

(t) NREMT's costs and attorneys' fees pursuant to 18 U.S.C. § 1836(b)(3)(D);
and

(u) such other relief as the Court deems just and proper.

Date: May 15, 2023

By: /s/ Kandi Kilkelly Hidde

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